



August 18, 2026 City Council Meeting Agenda

August 18, 2026 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Roll Call and Establishment of Quorum

Invocation and Pledge of Allegiance

1. **Approval of Agenda**

Agenda amendments if needed

2. **Announcements**

a. September 1, 2026 - Next City Council Meeting

b. September 1, 2026 - Public Hearing for FY27 Budget

3. **Guests**

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

5. **Minutes Approval**

[a.](#) Motion to approve the Minutes of August 4, 2026.

[b.](#) Motion to approve the Minutes of August 5, 2026 Workshop

[c.](#) Motion to approve the minutes of August 10, 2026 Recessed meeting.

6. **Public Hearing**

[a.](#) 231 Sycamore St

[b.](#) 2112 Bienville Ave

7. **Consent Agenda**

[a.](#) Motion to approve and authorize the mayor to execute the sub-award agreement between the City of Bay St. Louis and MDEQ for the downtown ADA walkway.

[b.](#) Motion to approve the mayor's signature for the request for reimbursement in the amount of \$5,000.00 for engineering and design during the application

development of the structure elevation project located at 3100 Roberson Road. FMA-PJ-04-MS-2022-008.

- c. Motion to approve the renewal of the (PMA) Preventative Maintenance Agreement contract for 12 generators with Power Systems of Mississippi for \$6,000.00.
- d. Motion to approve the license renewal from Cisco Meraki in the amount of \$5,492.90 for the Municipal Harbor cameras, WiFi, firewall and video cloud storage and support of those systems.
- e. Motion to approve the NCRS extension request for the city of Bay St. Louis main drain debris removal project to January 6, 2027.
- f. Motion to approve renewal of Cyber Insurance Policy with Betz and Rosetti for \$11,745.00.
- g. Motion to approve the flood insurance renewal from Betz Rosetti in the amount of \$3,120.98 for the police department.
- h. Motion to extend the existence of a local emergency caused by Hurricane Zeta to September 26, 2026.
- i. Motion to approve pay application 4 from Warren Paving in the amount of \$221,229.17 for work completed on the Hurricane Ida Road repairs project.
- j. Motion to approve pay application 3 from Bottom2Top in the amount of \$486,644.04 for work completed on the Lift Station Repairs Project.
- k. Motion to approve Pay Application 4 from Bottom2Top in the amount of \$69,942.74 for work on the Lift Station repairs project.
- l. Motion to approve pay application 18 from BLD Services in the amount of \$292,814.23 for work completed on the Bay St. Louis Citywide Sewer Improvements Project.
- m. Motion to approve pay application 19 retainage from BLD Services in the amount of \$198,141.97 for work completed on the Citywide Sewer Improvements Project.
- n. Motion to approve change order 5 from Bottom2Top in the amount of \$35,471.50 for the Bay St. Louis Lift Station Repairs.

- [o.](#) Motion to approve the certificate of substantial completion from Bottom2Top Construction for work completed on the Bay St. Louis Lift Station Repairs Project.
- [p.](#) Motion to approve change order 6 from BDL Services in the amount of \$276,503.00 for work on the Bay St. Louis Citywide Sewer Improvements Project.
- [q.](#) Motion to approve a MOU between the Mississippi Attorney General's Office Human Trafficking Task Force and the Bay St. Louis Police Department to investigate and prosecute those who are involved in trafficking of children and adults; provide training and software to those involved in investigating; and prosecuting human trafficking cases and to provide community education regarding the prevention of human trafficking.
- [r.](#) Motion to spread the following reports on the minutes: July harbor reports,

8. **Planning and Zoning Applications**

- [a.](#) Motion to follow Planning and Zonings recommendation and deny the application for variance of 4ft from the maximum allowable fence height of 6ft, resulting in a proposed fence height of 10ft submitted by Mark and Nancy Mellon located at 410 Carroll Avenue. Parcel 149E-0-29-088.000. APR 6-0
- [b.](#) Motion to follow Planning and Zoning's recommendation and deny the application for a variance of 12'10" resulting in a 7'2" setback to the rear yard submitted by Mark and April Johnson located at the corner of Citizen Street and Old Spanish Trail, Parcel Number 137J-0-44-213.001. APR 6-0
- [c.](#) Motion to follow Planning and Zoning's recommendation and deny the application for a Special Use District to allow a private seven-cottage residential development on property to be recorded on a condominium plat submitted by FE & SE Investments located at 600 block of Third Street. Parcel 149N-0-30-238.001. APR 5-1
- [d.](#) Motion to follow Planning and Zoning recommendation and approve the application for a variance of 2', resulting in a 3' side yard setback, to allow the

construction of an accessory structure/pavilion submitted by Rea Montjoy
located at 355 Main Street. Parcel 149E-0-29-277.000. APR 3-2

9. **Project Updates**

10. **Ordinances**

11. **City Clerk's Report**

[a.](#) Motion to Docket of Claims 26-044 dated August 18, 2026 in the amount of \$1,205,097.65.

[b.](#) Motion to approve Docket of Claims 26-045 Special dated August 18-2026 in the amount of \$299.94.

12. **Mayor's Agenda**

13. **Council Business**

Old and New Business

[a.](#) Request for Appeal for 11650 Bayou Drive tree removal.

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

15. **Attorney's Report**

16. **Executive Session If Needed**

17. **Adjournment**

a. Motion to adjourn the meeting of August 18, 2026



City Council Meeting Minutes

August 04, 2026 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Roll Call and Establishment of Quorum

Invocation and Pledge of Allegiance

PRESENT

Councilman Larry Smith

Councilwoman Nancy Moynan

Councilwoman Phalba Holmes

Councilman Kyle Lewis

Councilwoman Linda Kay Davis

Councilman Josh DeSalvo

1. Approval of Agenda

Agenda amendments if needed

2. Announcements

- a. August 18, 2026 - Next City Council Meeting

3. Guests

- a. Beth Raney - Deputy Director of MS Main Street Association
Beth Raney gave a presentation regarding the MS Main Street Association benefits
- b. John Brdecka - Hancock County Library

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

5. Minutes Approval

- a. Motion to approve the Minutes of July 21, 2026

Motion made by Councilman Smith, Seconded by Councilwoman Davis.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes,
Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

- b. Motion to approve the minutes of July 23, 2026 Workshop

Motion made by Councilman Smith, Seconded by Councilwoman Davis.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

- c. Motion to approve the minutes of July 29, 2026 Workshop

Motion made by Councilman Smith, Seconded by Councilwoman Moynan.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

6. Consent Agenda

- a. Motion to approve the lease agreement between the city of Bay St. Louis and Donald Gavagnie leasing a small section of land, Parcel 137J-0-44-171.000 at Martin Luther King Recreational Park directly behind the lessee property on Citizen Street for a ten year lease term at \$100.00 annually.
- b. Motion to approve the lease agreement between the city of Bay St. Louis and Matthew Stieffel leasing a small section of land, Parcel 137J-0-44-171.000 at Martin Luther King Recreational Park directly behind the lessee property on Citizen Street for a ten year lease term at \$100.00 annually.
- c. Motion to authorize the Mayor to execute the FY27 Mississippi Office of Highway Safety Grant Agreement, awarded to the Bay St. Louis Police Department by the Mississippi Office of Highway Safety, for vehicle restraint, vehicle speed enforcement, and alcohol enforcement for a total of \$30,031.56 in over-time funds.
- d. Motion to approve the purchase of 6 Sun Valley decorative light poles in the amount of \$28,987.20 from Chancellor.
- e. Motion to approve the Administration to purchase two (2) TC600s 13" LED Radar Speed Signs with solar power (to display vehicle speed & speed alerts) for the Police Department from Radarsign, the lowest of two quotes, with a total cost of \$7,200.00 and to authorize the Administration to issue payment out of the Department of Justice Forfeiture Fund.
- f. Motion to approve the purchase and installation of a new ASCO 300 Series 400AMP (ATS) Automatic Transfer Switch from Power Systems of MS in the amount of \$11,700.00.
- g. Motion to approve Task Order 1 from Tetra Tech for Flood Mitigation Assistance SWIFT Application development services.
- h. Motion to approve pay application 17 from BLD Services in the amount of \$417,526.91 for work completed on the Bay St. Louis citywide sewer improvements project.
- i. Motion to approve Pay application 2 from JE Borries Inc. in the amount of \$212,154.00 for work completed on the Municipal Harbor Dredging project.

- j. Motion to approve pay application 2 from David Rush Construction LLC in the amount of \$123,730.39 for work completed on the Downtown ADA Boardwalk project.
- k. Motion to approve pay application 2 from Bottom2Top LLC in the amount of \$631,130.43 for work completed on the Lift Station Repairs Project.
- l. Motion to approve pay application 4 from Brotherhood Services LLC in the amount of \$145,715.47 for work completed on the Main Drain Debris Removal Project.
- m. Motion to approve the invoices from Chiniche Engineering in the total amount of \$44,269.95.
- n. Motion to approve the Utility Refund Register #26-041, dated August 4, 2026, in the amount of \$1,368.01.
- o. Motion to approve the Utility Refund Register #26-042, dated August 4, 2026 in the amount of \$1,244.47.
- p. Motion to spread the Bay St Louis Utility Refund Check Certification Letter for #26-041 and #26-042, both dated August 4, 2026, on the Minutes.
- q. Motion to approve the certification letters for Docket 26-038, 039, 040 & 043 dated August 4, 2026.
- r. Motion to spread the Bay Saint Louis Payroll in the amount of \$225,969.98, dated July 24, 2026, on the Minutes.
- s. Motion to spread the Certificate of attendance for the Mississippi Rural Water Association basic training class for Councilman Larry Smith and Councilwoman Linda Kay Davis.
- t. Motion to spread the following reports on the minutes: Wage and Hours Report, Motion made by Councilman Smith, Seconded by Councilman DeSalvo.
Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

7. Project Updates

- a. Engineer's Report
- b. Motion to approve authorization to activate Pine Street, Ranch Street and Seube Street sidewalk projects and authorize the LPA Chief Official to execute the activation request and enter into a memorandum of agreement with the Mississippi Transportation Commission.

Motion made by Councilman Smith, Seconded by Councilwoman Moynan.
Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

8. Ordinances

9. City Clerk's Report

- a. Motion to approve Docket of Claims 26-038 dated August 4, 2026 in the amount of \$1,856,596.92.

Motion amended to remove item 476-58 in the amount of \$18,445.82 with a new total of \$1,838,151.10

Motion made by Councilman Smith, Seconded by Councilman Lewis.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

6:21pm Councilwoman Holmes recused herself for the vote

- b. Motion to approve Docket of Claims 26-039 Special dated August 4, 2026 in the amount of \$187.00.

Motion made by Councilman Smith, Seconded by Councilwoman Moynan.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

Recused: Councilwomen Holmes

APPROVED

6:22pm Councilwoman Holmes returned

- c. Motion to Docket of Claims 26-040 Special dated August 4, 2026 in the amount of \$2,455.00.

Motion made by Councilman Smith, Seconded by Councilwoman Davis.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

- d. Motion to approve Docket of Claims 26-043 Special dated August 4, 2026 in the amount of \$944,419.00.

Motion made by Councilman Smith, Seconded by Councilwoman Moynan.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

10. Mayor's Agenda

- a. Motion to approve the ratification Ronnie Robert to the Planning and Zoning Commission.

Ronnie Robert spoke introducing himself to the council.

Motion made by Councilman Smith, Seconded by Councilwoman Moynan.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes,
Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

11. Council Business

Old and New Business

- a. Friends of Valena C. Jones

6:34pm Councilman Lewis left the meeting

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

Cliff Rabalais spoke regarding the ditch fill and the private subdivision coming up at Planning
and Zoning

John Ohman spoke regarding city beautification

13. Attorney's Report

14. Executive Session If Needed

15. Adjournment

- a. Motion to recess the August 4 meeting to August 10, 2026 at 5:30pm.

Motion made by Councilman Smith, Seconded by Councilwoman Holmes.

Voting Yea: Councilman Smith, Councilwoman Moynan, Councilwoman Holmes,
Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED



City Council Workshop Minutes

August 05, 2026 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Roll Call and Establishment of Quorum

Invocation and Pledge of Allegiance

PRESENT

Councilman Larry Smith

Councilman Jordan Bradford

Councilwoman Nancy Moynan

Councilwoman Phalba Holmes

Councilwoman Linda Kay Davis

Councilman Josh DeSalvo

ABSENT

Councilman Kyle Lewis

1. FY 2026/2027 Budget

1. Proposed Payroll Budget for the FY26/27
2. Proposed FY26/27 Budget

2. Adjournment

- a. Motion to adjourn the Workshop of August 4, 2026.

Motion made by Councilman Smith, Seconded by Councilwoman Davis.

Voting Yea: Councilman Smith, Councilman Bradford, Councilwoman Moynan,
Councilwoman Holmes, Councilwoman Davis, Councilman DeSalvo

APPROVED

Larry Smith, Councilman At Large

Date

Jordan Bradford, Councilman Ward 1

Date

Nancy Moynan, Councilman Ward 2

Date

Phalba Holmes, Councilman Ward 3

Date

Kyle Lewis, Councilman Ward 4

Date

Linda Davis, Councilwoman Ward 5

Date

Josh DeSalvo, Councilman Ward 6

Date

Mike Favre, Mayor

Date

Caitlin Bourgeois, Clerk of Council

Date



City Council Recessed Meeting Minutes

August 10, 2026 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Roll Call and Establishment of Quorum

Invocation and Pledge of Allegiance

PRESENT

Councilman Larry Smith

Councilman Jordan Bradford

Councilwoman Nancy Moynan

Councilwoman Phalba Holmes

Councilman Kyle Lewis

Councilwoman Linda Kay Davis

Councilman Josh DeSalvo

1. FY 26/27 Budget

1. Motion to set public hearing on the proposed budget and proposes tax levies for FY 27 on September 1, 2026 at 5:30 p.m. and authorize advertisement of the public hearing in the Sea Coast Echo.

Cliff Rabalais spoke regarding FLOCK cameras.

Motion made by Councilman Smith, Seconded by Councilman DeSalvo.

Voting Yea: Councilman Smith, Councilman Bradford, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

2. Adjournment

- a. Motion to adjourn the recessed meeting of August 10, 2026

Motion made by Councilman Smith, Seconded by Councilman DeSalvo.

Voting Yea: Councilman Smith, Councilman Bradford, Councilwoman Moynan, Councilwoman Holmes, Councilman Lewis, Councilwoman Davis, Councilman DeSalvo

APPROVED

Larry Smith, Councilman At Large

Date

Jordan Bradford, Councilman Ward 1

Date

Nancy Moynan, Councilman Ward 2

Date

Phalba Holmes, Councilman Ward 3

Date

Kyle Lewis, Councilman Ward 4

Date

Linda Davis, Councilwoman Ward 5

Date

Josh DeSalvo, Councilman Ward 6

Date

Mike Favre, Mayor

Date

Caitlin Bourgeois, Clerk of Council

Date



8-14-26

231 Sycamore ST



8-14-26

231 SYCAMORE ST



8-14-26

231 Sycamore St



8-14-26

231 SYCAMORE ST.

**RESOLUTION SETTING HEARINGS
TO DETERMINE IF PARCELS OF LAND ARE A MENACE TO
PUBLIC HEALTH SAFETY AND WELFARE OF THE COMMUNITY**

Whereas, the governing authorities for the City of Bay St. Louis, Mississippi, have received numerous complaints regarding the conditions of parcels of land located at the followed address:

231 Sycamore Street, Bay St Louis, MS 39520 Tax Parcel 149M-2-30-044.000

Whereas, the City of Bay St. Louis will hold a public hearing to determine if these parcels of land are in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community; and

Whereas, the hearing will be held on **August 18, 2026**, at the regularly scheduled Bay St. Louis City Council meeting, which is conducted at 598 Main Street, Bay St. Louis, Mississippi 39520 at 5:30 p.m.; and

Whereas, the City Council requests that the Administration provide proper notice to the property owners as provided by Mississippi Code Sect. 21-19-11.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Bay St. Louis, Mississippi, that a hearing will be held on **August 18, 2026**, to determine if 231 Sycamore Street, Bay St Louis, MS 39520 is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

BE IT FURTHER RESOLVED that the Administration shall provide notice to the property owners.

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

Council Member Jordan Bradford	YEA
Council Member Nancy Moynan	YEA
Council Member Phalba Holmes	YEA
Council Member Kyle Lewis	YEA
Council Member Linda Kay Davis	YEA
Council Member Josh DeSalvo	YEA
Council Member Larry Smith	YEA

Passed by the City Council of the City of Bay Saint Louis on the 7th day of July 2026.

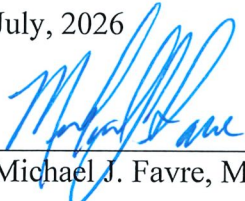
CERTIFICATION

I Caitlin Bourgeois, Deputy 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 7, 2026, 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 7th day of July 2026.


Caitlin Bourgeois, Deputy City Clerk

Approved, and signed by me on this, the 13th day of July, 2026


Michael J. Favre, Mayor

Item # a.

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☒ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage \$

Total Postage and Fees \$

Sent To

Annie Wilkerson

1219-B Joseph Ave

Gulfport, MS 39501

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0522 RAC 2000 0990 RT02





SENT VIA U.S. FIRST CLASS MAIL

AND CERTIFIED MAIL RETURN RECEIPT

May 1, 2026

WILKERSON ANNIE B
870 KELLER ST
BAY ST LOUIS, MS 39520

Re: Immediate Property Cleanup and Repair Required
231 Sycamore St, Bay St. Louis, MS

Parcel Number: 149M-2-30-044.000

Annie B. Wilkerson,

The Hancock County land records indicate that you are the owner of the house located at 231 SYCAMORE ST, Bay St. Louis, MS 39520 (Parcel Number 149M-2-30-044.000).

The house has been vacant, with no electricity, open to the elements allowing rodent infestation and presumed damage to the property's interior. The yard has overgrown.

From the road, the Bay St. Louis Building Department believes the house is beyond repair and cannot be brought up to meet current building codes and FEMA requirements.

I will gladly arrange a meeting between you and city officials to discuss code requirements in detail and assess the full condition of your property. City officials can meet with you at City Hall or even conveniently on site at your property. If you reside outside of the City of Bay St. Louis or would prefer a virtual meeting, we would be happy to arrange a Zoom-style meeting on-site so that you can view the condition of the property.

Your immediate attention and action are required and much appreciated. The City requests that you reach out within seven (7) days to remedy the code violations and/or develop a property cleanup, repair, and maintenance plan.

If you choose to ignore this letter, the City Council may take action to set this property for a public hearing. At the public hearing, the City shall present evidence and it shall be determined whether the property is a menace to the public health, safety, and welfare of the community. If found to be a menace, the City will have the legal right to enter and clean or repair the property at your expense if you do not do so yourself.



Again, the City hopes that we can work with you to resolve these code violations and issues. We look forward to hearing from you soon. Please call my office at 228-469-0531 if you would like to arrange a meeting with Bay St. Louis Building/Code Enforcement or if you have questions that I may be able to answer.

Sincerely,

Vince Owen

Bay St. Louis Code Enforcement

cc: Rickey Ladner, City of Bay St. Louis Building Official

Heather Smith, City Attorney



SENT VIA U.S. FIRST CLASS MAIL

AND CERTIFIED MAIL RETURN RECEIPT

May 1, 2026

WILKERSON ANNIE B
870 KELLER ST
BAY ST LOUIS, MS 39520

Re: Immediate Property Cleanup and Repair Required
231 Sycamore St, Bay St. Louis, MS

Parcel Number: 149M-2-30-044.000

Annie B. Wilkerson,

The Hancock County land records indicate that you are the owner of the house located at 231 SYCAMORE ST, Bay St. Louis, MS 39520 (Parcel Number 149M-2-30-044.000).

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Again, the City hopes that we can work with you to resolve these code violations and issues. We look forward to hearing from you soon. Please call my office at 228-469-0531 if you would like to arrange a meeting with Bay St. Louis Building/Code Enforcement or if you have questions that I may be able to answer.

Sincerely,

Vince Owen

Bay St. Louis Code Enforcement

cc: Rickey Ladner, City of Bay St. Louis Building Official

Heather Smith, City Attorney



SENT VIA U.S. FIRST CLASS MAIL

AND CERTIFIED MAIL RETURN RECEIPT

May 1, 2026

Annie Herrington
1219-B Joseph Avenue
Gulfport, MS 39501

Re: Immediate Property Cleanup and Repair Required
231 Sycamore St, Bay St. Louis, MS

Parcel Number: 149M-2-30-044.000

Annie B. Wilkerson,

The Hancock County land records indicate that you are the owner of the house located at 231 SYCAMORE ST, Bay St. Louis, MS 39520 (Parcel Number 149M-2-30-044.000).

The house has been vacant, with no electricity, open to the elements allowing rodent infestation and presumed damage to the property's interior. The yard has overgrown.

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Again, the City hopes that we can work with you to resolve these code violations and issues. We look forward to hearing from you soon. Please call my office at 228-469-0531 if you would like to arrange a meeting with Bay St. Louis Building/Code Enforcement or if you have questions that I may be able to answer.

Sincerely,

Vince Owen

Bay St. Louis Code Enforcement

cc: Rickey Ladner, City of Bay St. Louis Building Official

Heather Smith, City Attorney



4-16-26

231 Sycamore ST









8-14-26

2112 Bierville Ave



8-14-26
2112 Biesville Ave



8-14-26

2112 Biersville Ave



8-14-26

2112 Bienville Ave



8-14-26

2112 Bienville Ave



8-14-26

2112 Bienville Ave



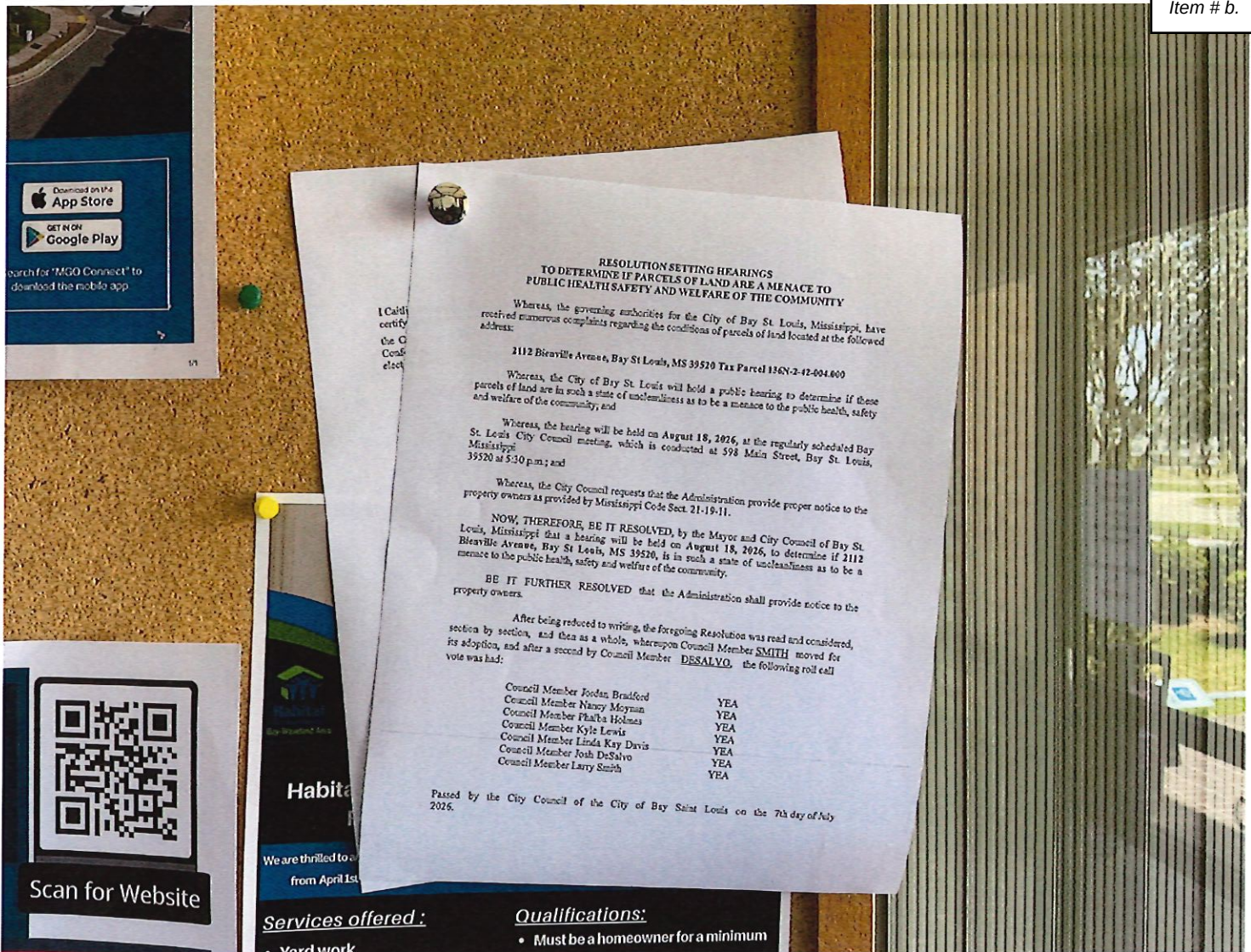
8-3-26

2112 Bienville Ave



8-3-26

2112 Bierville Ave



Pasted
8-3-26

Mailed 8-3-26

Item # b.

BAY SAINT LOUIS
A PLACE APART
P.O. Box 2550 Bay St. Louis, MS 39521 - 2550



quadrant
FIRST-CLASS MAIL
IMI
\$000.78⁹
08/03/2026 ZIP 39520
043M30282320

US POSTAGE

Dimitra Abuliel
2021 Paradise Peak Dr.
Las Vegas, NV 89134

BAY SAINT LOUIS
A PLACE APART
P.O. Box 2550 Bay St. Louis, MS 39521 - 2550

CERTIFIED MAIL



7018 2290 0001 1743 0779
7018 2290 0001 1743 0779



quadrant
PRIORITY MAIL
IMI
\$012.90⁹
08/03/2026 ZIP 39520
043M30282320

US POSTAGE

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL US

Certified Mail fee

Costs, services & fees (round down, and fee as appropriate)

☐ Return Receipt (hardcopy) \$3.00

☐ Return Receipt (electronic) \$2.80

☐ Restricted Mail (Registered Mail) \$3.50

☐ Adult Signature Required \$3.00

☐ Adult Signature Restricted Delivery \$3.00

☐ Signature Required \$3.00

☐ Signature Restricted Delivery \$3.00

Total Postage and Fees

Post to: **Nathan Prescott**
Street and/or P.O. Box: **759 Howard Ave**
City, State, ZIP+4: **Bay St. Louis, MS 39530**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse

BAY SAINT LOUIS
A PLACE APART
P.O. Box 2550 Bay St. Louis, MS 39521 - 2550

CERTIFIED MAIL



7018 2290 0001 1743 0793
7018 2290 0001 1743 0793



quadrant
PRIORITY MAIL
IMI
\$012.90⁹
08/03/2026 ZIP 39520
043M30282320

US POSTAGE

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

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City, State, ZIP+4: **Las Vegas, NV 89134**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse

BAY SAINT LOUIS
A PLACE APART
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7-17-25

2112 Bienville Ave



7-17-25

2112 Bienville Ave



7-17-25

2112 Bienville Ave



7-17-25

2112 Bievville Ave

**RESOLUTION SETTING HEARINGS
TO DETERMINE IF PARCELS OF LAND ARE A MENACE TO
PUBLIC HEALTH SAFETY AND WELFARE OF THE COMMUNITY**

Whereas, the governing authorities for the City of Bay St. Louis, Mississippi, have received numerous complaints regarding the conditions of parcels of land located at the followed address:

2112 Bienville Avenue, Bay St Louis, MS 39520 Tax Parcel 136N-2-42-004.000

Whereas, the City of Bay St. Louis will hold a public hearing to determine if these parcels of land are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

Whereas, the hearing will be held on **August 18, 2026**, at the regularly scheduled Bay St. Louis City Council meeting, which is conducted at 598 Main Street, Bay St. Louis, Mississippi 39520 at 5:30 p.m.; and

Whereas, the City Council requests that the Administration provide proper notice to the property owners as provided by Mississippi Code Sect. 21-19-11.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Bay St. Louis, Mississippi that a hearing will be held on **August 18, 2026**, to determine if **2112 Bienville Avenue, Bay St Louis, MS 39520**, is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

BE IT FURTHER RESOLVED that the Administration shall provide notice to the property owners.

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

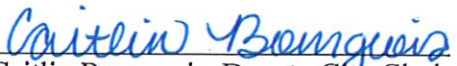
Council Member Jordan Bradford	YEA
Council Member Nancy Moynan	YEA
Council Member Phalba Holmes	YEA
Council Member Kyle Lewis	YEA
Council Member Linda Kay Davis	YEA
Council Member Josh DeSalvo	YEA
Council Member Larry Smith	YEA

Passed by the City Council of the City of Bay Saint Louis on the 7th day of July 2026.

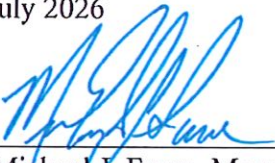
CERTIFICATION

I Caitlin Bourgeois, Deputy 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 7th 2026, 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 13th day of July 2026.


Caitlin Bourgeois, Deputy City Clerk

Approved, and signed by me on this, the 13th day of July 2026


Michael J. Favre, Mayor



SENT VIA U.S. FIRST CLASS MAIL

AND CERTIFIED MAIL RETURN RECEIPT

April 28, 2026

Demetrios Petratos

2112 Bienville Avenue

Bay St Louis, MS 39520

Re: Immediate Property Cleanup and Repair Required

2112 Bienville Avenue, Bay St. Louis MS 39520

Parcel Number: 136N-2-42-004.000

Demetrios Petratos or Current Property Owner:

The Hancock County land records indicate that you are the owner of the house located at 2112 Bienville Avenue, Bay St. Louis, MS 39520 (Parcel Number 136N-2-42-004.000, legally described as 12 BLK A DIBERVILLE PLACE).

The roof has been damaged for years and left exposed to the elements, allowing rodent infestation and presumed damage to the property's interior.

I will gladly arrange a meeting between you and city officials to discuss code requirements in detail and assess the full condition of your property. City officials can meet with you at City Hall or even conveniently on-site at your property. If you reside outside the City of Bay St. Louis or would prefer a virtual meeting, we would be happy to arrange a Zoom-style meeting on-site so you can view the property's condition.

Your immediate attention and action are required and much appreciated. The City requests that you reach out within seven (7) days to remedy the code violations and/or develop a property cleanup, repair, and maintenance plan.

If you choose to ignore this letter, the City Council may take action to set this property for a public hearing. At the public hearing, the City shall present evidence and it shall be determined whether the



property is a menace to the public health, safety, and welfare of the community. If found to be a menace, the City will have the legal right to enter and clean or repair the property at your expense if you do not do so yourself.

Again, the City hopes that we can work with you to resolve these code violations and issues. We look forward to hearing from you soon. Please call my office at 228-469-0531 if you would like to arrange a meeting with Bay St. Louis Building/Code Enforcement or if you have questions that I may be able to answer.

Sincerely,

Vince Owen

Bay St. Louis Code Enforcement

cc: Rickey Ladner, City of Bay St. Louis Building Official

Heather Smith, City Attorney



4-16-26

2112 Bienville Ave.







SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>Linda Petras</i> ☒ Agent ☐ Addressee	
1. Article Addressed to: <i>Demetrios Petratos</i> <i>2112 Biewville Ave</i> <i>Bay ST Louis, MS 39520</i>		B. Received by (Printed Name) <i>Linda Petras</i> Date of Delivery	
2. Article Number (Transfer from service label) <i>7018 0680 0002 3288 2236</i>		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail (over \$500)		9590 9402 6257 0265 1162 69	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☒ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <i>Demetrios Petratos</i>	
Street and Apt. No., or PO Box No. <i>2112 Biewville Ave</i>	
City, State, ZIP+4® <i>Bay ST Louis, MS 39520</i>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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- ☐ Adult Signature Restricted Delivery \$

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Street and Apt. No., or PO Box No.

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PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Nathan Prescott
759 Howard Ave
Biloxi, MS 39530

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- ☐ Certified Mail Restricted Delivery \$
- ☒ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Dimitra Abuliel
1457 Little Spring Ct.
Las Vegas, NV 89128

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Extra Services & Fees (check box, add fee as appropriate)

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☒ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Dimitra Abuliel
2112 Bienville Ave
Bay St Louis, MS 39520

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NATHAN Prescott
 759 Howard Ave
 Biloxi, MS 39530



9590 9402 6257 0265 1155 21

2. Article Number (Transfer from service label)

7018 2290 0001 1743 0779

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☐ Agent☐ Addressee

B. Received by (Printed Name)

Cynthia Pickard

C. Date of Delivery

8/5/26

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

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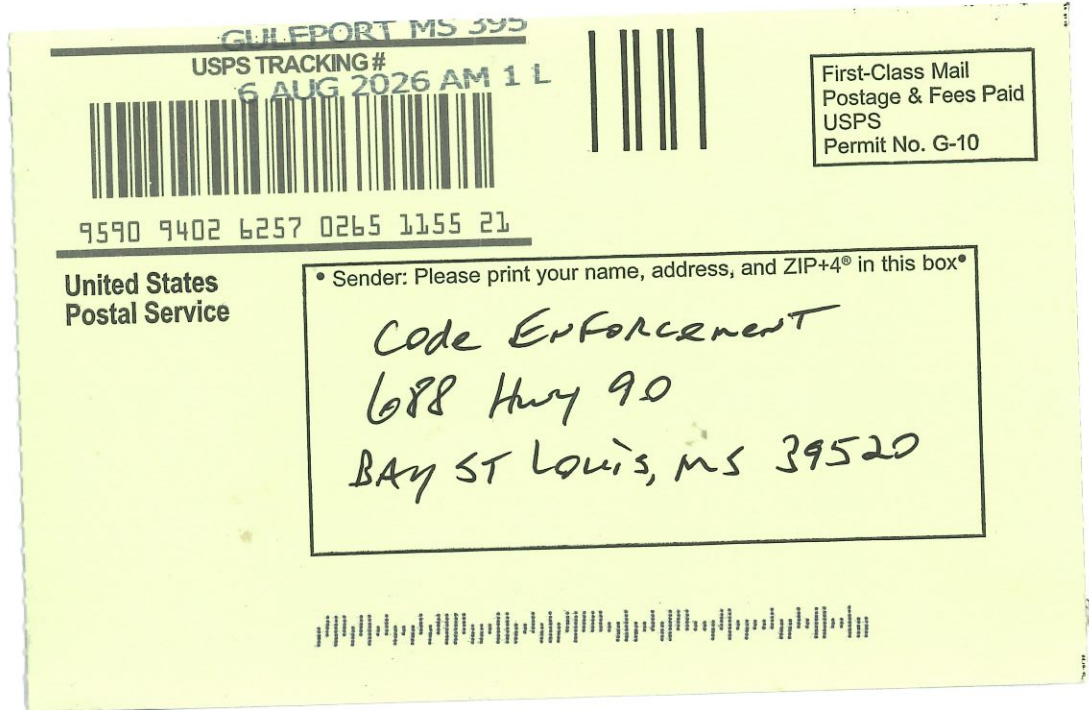
Insured Mail

Insured Mail Restricted Delivery

(Over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt





Vince Owen <vowen@baystlouis-ms.gov>

2112 Bienville Ave. (Blight)

1 message

Vince Owen <vowen@baystlouis-ms.gov>
To: Vince Owen <vowen@baystlouis-ms.gov>

Mon, Nov 4, 2024 at 3:23 PM



Item # b.



Item # b.



Item # b.



MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**STATE OF MISSISSIPPI
COUNTY OF HINDS****MDEQ AGREEMENT NO. 27-00005****SUB-AWARD AGREEMENT (Governmental Entities)**

This document is a Sub-Award Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”) and City of Bay Saint Louis, UEI# GRTLUN1WF5F9 (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work specified in Article 4, Scope of Work.

1. Source of Funds

The grant funds provided by this Agreement are made available pursuant to the Direct Component of the RESTORE Act, provided through the U.S. Department of the Treasury (“Treasury”) pursuant to Federal Award # RDCGR470715, CFDA#21.015, Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (hereinafter referenced as “Federal Award”), awarded on June 22, 2026. This Federal Award is fully incorporated by reference into this Agreement as Attachment “A”, and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT’s implementation of the project entitled “Bay St. Louis Downtown ADA Boardwalk” (the “Project”).

3. Purpose

The purpose of this Project is to construct an ADA-compliant walkway connecting the municipal harbor, beach access and downtown businesses to support tourism to the area. This Project is not for Research and Development. Further detail of the Project is provided in Attachment “A” of this Agreement.

4. Scope of Work

SUB-RECIPIENT shall perform the tasks as described and identified in Attachment “A” (the “Work”).

5. Terms and Conditions

This Agreement and the SUB-RECIPIENT are subject to the terms and conditions of this Agreement, the terms and conditions of the Federal Award, including any Special Award Conditions, a copy of which is attached hereto as Attachment “A”, the Standard Sub-Award Terms

and Conditions, a copy of which is attached hereto as Attachment “B” and fully incorporated herein by reference, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions under the “Direct Component” a copy of which is attached hereto in Attachment “A” and fully incorporated herein by reference, and the RESTORE Act, 33 U.S.C. § 1321(t) *et seq.*, Treasury’s Regulations governing the RESTORE Act, 31 C.F.R. § 34 *et seq.*, 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 the SUB-RECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. Period of Performance

The Period of Performance shall commence on June 1, 2026 and shall end on May 31, 2028 (“Period of Performance”). The SUB-RECIPIENT 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, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

7. Consideration and Payment

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed One Million and 00/100 dollars (\$1,000,000.00) (the “Maximum Amount”).
- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT 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 SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.
 - i. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. 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 forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, and totals

for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
 2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
 3. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
 4. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds. Any funds that are paid by MDEQ to the SUB-RECIPIENT which are deemed ineligible by Treasury must also be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
 5. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT 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 SUB-RECIPIENT 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 SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUB-RECIPIENT 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 SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.
- ii. Indirect Cost Rate. The current indirect cost rate is 0% for this SUB-RECIPIENT regarding this Agreement.

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work not previously submitted to MDEQ. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. 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, the SUB-RECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the Final Payment amount is the remaining amount that the SUB-RECIPIENT 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 the SUB-RECIPIENT or its sureties under this Agreement.

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT 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 are 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, SUB-RECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" found 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 Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.1 PII). SUB-RECIPIENT and any Contracted Parties (as such term is defined in the "Contracts" provision 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 SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUB-RECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUB-RECIPIENT 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, SUB-RECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUB-RECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "C" and incorporated herein in its entirety.

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to Treasury, MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ's failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;
- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;

- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with applicable state and federal laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, Treasury, the SUB-RECIPIENT or the Project.

SUB-RECIPIENT 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 SUB-RECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUB-RECIPIENT. 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. Parties with whom contracts or sub-award agreements are entered into by the SUB-RECIPIENT 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, SUB-RECIPIENT shall require all terms and conditions set forth in Attachments "A" and "D" attached hereto in all agreements between the SUB-RECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and their contractors/sub-contractors.

12. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language:

“This project was paid for [in part] with federal funding from the U.S. Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury or the Mississippi Department of Environmental Quality.”

The SUB-RECIPIENT is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-RECIPIENT may not alter the MDEQ logo in any way, except for its size.

13. Notices

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: Coretta Jones

Address: 515 East Amite Street

Jackson, MS 39201

Phone: 601.961.5680

E-mail: cjones@mdeq.ms.gov

If to SUB-RECIPIENT:

Attention: Mike Favre

Address: 688 Highway 90

Bay St. Louis, MS 39520

Phone: 228.466.8951

E-mail: mfavre@baystlouis-ms.gov

14. 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

Date

CITY OF BAY ST. LOUIS

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A
FEDERAL AWARD

1. DATE ISSUED MM/DD/YYYY
6/22/2026

1a. SUPERSEDES AWARD NOTICE dated

except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

U.S. DEPARTMENT OF THE TREASURY
Office of Capital Access
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations) Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

2. CFDA NO. 21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. RDCGR470715-01-00

Formerly

5. TYPE OF AWARD

Other

4a. FAIN. RDCGR470715

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY

From 6/1/2026

MM/DD/YYYY

through 5/31/2028

7. BUDGET PERIOD MM/DD/YYYY

From 6/1/2026

MM/DD/YYYY

through 5/31/2028

8. TITLE OF PROJECT (OR PROGRAM)

Bay St. Louis Downtown ADA Boardwalk

9a. GRANTEE NAME AND ADDRESS

Mississippi Department of Environmental Quality (RA)
515 E. Amite Street Jackson MS 39201

9b. GRANTEE PROJECT DIRECTOR

Coretta Jones
515 E. Amite Street Jackson MS 39201
601-961-5680

10a. GRANTEE AUTHORIZING OFFICIAL

Coretta Jones
515 E. Amite Street Jackson MS 39201
601-961-5680

10b. FEDERAL PROJECT OFFICER

Nada Mohamed
1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001
202-812-6348

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only

II. Total project costs including grant funds and all other financial participation

I

a. Salaries and Wages		\$23,476.00
b. Fringe Benefits		\$8,099.00
c. TOTAL PERSONNEL		

COSTS

d. Equipment		\$0.00
e. Supplies		\$806.00
f. Travel		\$2,916.00
g. Construction		\$0.00
h. Other		\$1,000,000.00
i. Contractual		\$50,360.00
j. TOTAL DIRECT COSTS		\$1,085,657.00

k. INDIRECT COSTS		\$12,138.00
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l. TOTAL APPROVED BUDGET		\$1,097,795.00
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m. Federal Share		\$1,097,795.00
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n. Non-Federal Share		\$0.00
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12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$1,097,795.00
---	----------------

b. Less Unobligated Balance From Prior Budget Periods	\$0.00
---	--------

c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
--	--------

d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$1,097,795.00
---	-----------------------

13. Total Federal Funds Awarded to Date for Project Period	\$1,097,795.00
--	-----------------------

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d.5	
b. 3		e.6	
c. 4		f.7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add/Deduct Option)
- e. OTHER(See REMARKS)

b. Additional Costs

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes)

See next page

AUTHORIZING OFFICIAL:

Jeffrey Stout, Deputy Chief Program Officer for Small Business and Community Investment, Office of Capital Access, 1500 Pennsylvania Ave. N.W. Washington, DC 20220-0001

17.OBJ CLASS 410006	18a. VENDOR CODE 2818369	18b. EIN 64-0629297	19a. UEI W5BGFCYALNM6 19b. DUNS 809399876	20. CONG. DIST. MS-004
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21.a. Direct	b. RDCGR470715	c. RDC	d. \$1,097,795.00	e.
22.a.	b.	c.	d.	e.
23.a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

DATE ISSUED: 6/22/2026	Item # a.
GRANT NO. RDCGR470715-01-00	

REMARKS:

The Grant Review Team recommends the following language to be included in the Notice of Award Remarks: This award is approved by Jeffrey Stout, Authorizing Official. Accepting this award in Treasury's RESTORE Grants Management System constitutes acceptance of this award and the Standard Terms and Conditions and Program-Specific Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account. The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 apply to this project. The Davis-Bacon Act does not apply because this project is not a treatment works project.

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
06/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	03/31/2027	Semi-Annual	04/30/2027
04/01/2027	09/30/2027	Semi-Annual	10/30/2027
10/01/2027	03/31/2028	Semi-Annual	04/30/2028
04/01/2028	05/31/2028	Final	09/28/2028

USA SPENDING DESCRIPTION

Purpose: The Bay St. Louis Downtown ADA Boardwalk project grant is awarded to the Mississippi Department of Environmental Quality (MDEQ) under the RESTORE Act Direct Component program to construct a boardwalk connecting the municipal harbor, beach access, and downtown businesses to support tourism to the area.

Activities to be Performed: To construct an ADA-compliant walkway over the current seawall, where it will connect to the existing sidewalk. Additional amenities could include, but are not limited to, benches, trash receptacles, lighting, and other safety features.

End Goal/Expected Outcomes: The goal of the project is to enhance visitors' experience in downtown Bay St. Louis with improved infrastructure and access points.

Beneficiaries: The project will benefit the communities in Hancock County, Mississippi.

Subrecipient Activities: The subrecipient of this award is the City of Bay St. Louis.

RESTORE Act - FUNDING AUTHORIZATION

Action	Total Amount of Federal Funds Awarded to Date. <i>Line 13 of NoA/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of NoA/Amendment</i>	Amount Authorized for ASAP Account this Action	Notes
1	\$1,097,795.00	\$0.00	\$1,097,795.00	\$1,097,795.00	Initial Authorization: An ASAP Maximum Draw Limit (MDL) of \$212,795.00 is in place for this award. RDCGR470715-01-00

RESTORE Act - SPECIAL AWARD CONDITIONS**SAC Number:** SAC1

SAC Text: Prior to the execution of all construction contracts for infrastructure projects funded in whole or in part with Direct Component grant funds, MDEQ must submit to Treasury satisfactory documentation that MDEQ maintains written policies and procedures for complying with the requirements of section 70914 of the Build America, Buy America Act (BABAA), included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No.117-58 (November 15, 2021), and the implementing regulations at 2 CFR Part 184. Written procurement procedures, as required by 2 CFR §§ 200.317 – 2 CFR 200.327 regarding Procurement Standards, must be updated to include the BABAA requirements and explicit language requiring verification for all iron, steel, manufactured products, and construction materials, as applicable, used for a Direct Component grant funded infrastructure project are produced in the United States. Policies and procedures must be inclusive of MDEQ monitoring plan for its subrecipients, contractors (subcontractors), and vendors, as well as its records retention plan (manufacturers' certifications, etc.) to ensure compliance with the requirements of BABAA for infrastructure projects.

SAC Number: SAC2

SAC Text: An ASAP Maximum Draw Limit (MDL) of \$212,795.00 is in place for this award. The ASAP MDL allows MDEQ to draw down funds from this award for costs associated to salary (\$23,476.00), fringe (\$8,099.00), travel (\$2,916.00), supplies (\$806.00), contractual (\$50,360.00), indirect charges (\$12,138.00) and subrecipient costs for project inspection fees (\$20,000.00), administrative and legal fees (\$5,000.00) and engineering and design (\$90,000.00). Prior to Treasury's increase of the MDL, MDEQ must deliver to Treasury, in form and substance satisfactory to Treasury, the detailed Opinion of Probable Cost for the construction of the Bay St. Louis Downtown ADA Boardwalk project, at least 60 calendar days prior to commencement of construction.

SAC Number: SAC3

SAC Text: Prior to Treasury's removal of the MDL to permit MDEQ to use its DC grant funds for construction costs, MDEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation that it has satisfied the requirements of SAC No. 1 (BABAA), SAC No. 2 (Opinion of Probable Cost) and submitted a complete request for permission to commence with construction per Section S.10. of the October 2024 RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions for Treasury's approval.

Tourism is one of the largest economic drivers for the City of Bay St. Louis, and this project aims to provide a designated and safe ADA-compliant boardwalk connecting the municipal harbor, beach access, and downtown businesses. Activities include constructing an ADA-compliant walkway over the current seawall, where it will connect to the existing sidewalk. Additional amenities may include, but are not limited to, new benches, trash receptacles, lighting, and other safety features.

Activities necessary to complete this proposed project may include, but are not limited to, engineering and design, permitting, construction site preparation, and construction. Other activities may be added or finalized after completion of engineering and design, or before MDEQ's request for approval to commence with construction is sent to Treasury. DC funds may also be used for project oversight and management activities to include the development, coordination, and execution of the grant between MDEQ and Treasury; and the development, coordination, and execution of the subaward between MDEQ and the City of Bay St. Louis.

Task 1: MDEQ Project Management and Oversight

Estimated Timeline: Award + 24 months

Project management includes the oversight, coordination, and monitoring of grant activities, subrecipient activities, and funds expended under this DC grant. MDEQ seeks \$97,795.00 in DC funds for project management and oversight costs.

Task 2: City of Bay St. Louis Project Implementation

Estimated Timeline: Award + 18 months

The City of Bay St. Louis anticipates constructing a 16-foot wide ADA-compliant boardwalk that will run from the Demontluzin Avenue pedestrian access ramp to the Ulman Avenue access ramp. Amenities may include, but are not limited to, new benches, trash receptacles, lighting, and other safety features. As planning activities progress, these specifications may be modified to meet project needs. Final project components and construction will be based on final design and construction specifications developed by the subrecipient.

DC grant funds in the amount of \$1,000,000.00 will be provided to the City of Bay St. Louis through a subaward agreement for project planning and implementation activities as provided in the estimated budget. Project activities may include, but are not limited to, engineering, design, permitting, construction, and construction oversight. The preliminary opinion of probable cost provided by the subrecipient was based on consultation with professional engineers and experience with similar projects.

Milestones

The milestones and the estimated timeframe for completion (i.e., performance period start date + number of months to completion).

Milestone Description	Milestone Timeframe
Sub-recipient Risk Assessment Complete	1
Subaward Executed	2
Completion of Procurement Activities	4
Completion of Engineering, Design, and Permitting	10
Initiation of Construction	13
Completion of Construction	21

Performance Measures

Performance Measure Description
Number of contracts or agreements anticipated
Estimated number of new or existing residential, commercial and public facilities (parcels) benefiting from improvements completed.
Linear feet of boardwalk constructed (Approx 850 LF)

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

October 1, 2024



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”);
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury’s implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Act Frequently Asked Questions relating to the Direct Component Program), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in the Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance,” 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury’s implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A Program-Specific Terms and Conditions - Awards Under the Direct Component

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2.

Administrative costs do not include:

i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;

ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and

iii. Indirect costs of subrecipients.

b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. See 31 C.F.R. § 34.204(a)(1). The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:

i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and

ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.

c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount

expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:

- i. All iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- iii. All construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.

b. For the purposes of this section, the term “infrastructure” means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

c. The requirement of paragraph (a) (the “Buy America preference”) only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. See OMB Memorandum M-24-02.

5. Buy America Preference Waivers

a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the “Date Issued” in the Notice of Award). All waivers will be posted on Treasury’s RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act-buy-america>

b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act>.

c. In accordance with 2 C.F.R. § 184.7, Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:

- i. Applying the Buy America Preference would be inconsistent with the public interest;
 - ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or,
 - iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. Buy America Preference Definitions

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury's RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act>.

B Program-Specific Terms and Conditions - Awards Under the Centers of Excellence Research Grants Program

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures;
- b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and
- c. Acquisition of land or interests in land.

2. Prior Approval for Changes in Centers of Excellence

a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:

i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;

ii. Unique Entity Identifier (UEI) Number;

iii. Location of the entity;

iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;

v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and,

vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. Performance Reports

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

Standard Terms and Conditions

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C Applicable Laws, Regulations, and Program Requirements

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);

2. Treasury's implementing regulations, 31 C.F.R. Part 34;

3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;.
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and
12. Any special award conditions included in the award.

D Use of Funds and Financial Requirements

1. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. Pre-award Costs

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

3. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at <https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf>. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect

cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.

b. Unallowable direct costs are not recoverable as indirect costs.

c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:

i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,

ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. Cost Sharing and Budget Limitations

a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.

b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. Program Income

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. Requirement to Maintain a Conflict-of-Interest Policy

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment

a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

b. As described in Public Law 115–232, section 889, covered telecommunications equipment or services are defined as follows:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.

c. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

e. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

f. When the recipient or subrecipient accepts a RESTORE Act grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

g. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

10. Limitation on Use of Funds for Research Involving Human Subjects

- a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.
- b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - ii. Documentation to support an exemption for the project;
 - iii. Documentation to support deferral for an exemption or IRB review; or
 - iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. Limitation on Use of Funds for Foreign Travel

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.

e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. Subawards

a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332, including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

b. Recipients must verify that a proposed subrecipient is not excluded or disqualified from receiving or participating in Federal awards prior to making a subaward to the proposed subrecipient. Recipients may use the verification methods provided at 2 C.F.R. § 180.300 and Treasury's implementing regulations at 31 C.F.R. § 19.300, which include confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.

c. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332(c).

d. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.

e. The recipient must provide training and technical guidance to the subrecipient as necessary.

f. The recipient must, if necessary, take appropriate enforcement actions against noncompliant subrecipients.

g. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.

h. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.

i. The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts consistent with 2 C.F.R. § 200.318(c)(1).

i. No employee, officer, agent, or board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated mentioned in this section, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.

ii. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

iii. A recipient or subrecipient may set standards for situations where the financial interest is not substantial, or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a contract.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient or subrecipient.

E Effect of a Government Shutdown on Disbursements and the Availability of Treasury Personnel

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F Recipient Reporting and Audit Requirements

1. Financial Reports

a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.

b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget cost category (e.g., Personnel: Provide Dollar Amount Expended; Fringe: Provide Dollar Amount Expended; Equipment: Provide Dollar Amount Expended; Construction: Provide Dollar Amount Expended, etc.) the use of all funds received by the recipient and subrecipient (if applicable).

c. There is no requirement for cost sharing for grants under Treasury's RESTORE Act grant programs. However, if cost share funds are included in the approved award budget, the SF-425 must reflect the

cumulative status of federal and nonfederal funds to capture the financial status of the grant award at the end of the reporting period. The cost share must be reported in the Recipient Share October 2024 | Page 17 section of the SF-425.

d. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.

e. The recipient must submit all financial reports via the RESTORE Grants Management System (<https://portal.treasury.gov/RGMS>) unless otherwise specified by Treasury in writing.

2. Performance Reports

a. The recipient must submit an SF-PPR (“Performance Progress Report”), a “RESTORE Act Status of Performance Report,” (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated “RESTORE Act Milestones Report,” (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.

b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:

i. SF-PPR: In the “performance narrative” attachment (section B of the SF- PPR), the recipient must provide the following information:

a) In Section B-1:

1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);

2) Summarize cumulative activities undertaken since the award period of performance start date by the recipient and any subrecipients (if applicable);

3) Summarize any key accomplishments, including milestones completed for the reporting period;

4) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

5) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and

2) Summarize any challenges that have impeded the recipient’s ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.

2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;

3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and

4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. “RESTORE Act Status of Performance Report”: Instructions are provided on the report form.

iii. “RESTORE Act Milestones Report”: Instructions are provided on the report form.

3. Performance Measures

a. In accordance with 2 C.F.R. § 200.301, Treasury is required to measure the recipient’s performance under its RESTORE Act grants to show achievement of the programs’ goals and objectives, share lessons learned, improve programs’ outcomes, and foster adoption of promising practices.

b. As of May 16, 2024, Treasury has adopted the standardized performance metrics set forth in the Direct Component Performance Metrics Guidance listed on the Resources webpage at <https://home.treasury.gov/policyissues/financial-markets-financial-institutions-and-fiscal-service/restoreact/> for RESTORE Act, Direct Component awards. Treasury will require recipients to report on these metrics for all new awards issued on or after May 16, 2024, as well as for existing awards that receive monetary amendments on or after May 16, 2024, to fund an additional project phase or effect a material change in the project scope of work. The requirement will not apply retroactively to awards made prior to May 16, 2024, amendments to existing grants for no-cost time extensions, or monetary amendments to existing grants that are solely for the purpose of funding cost overruns at bid opening, provided that the originally approved application contained an opinion of probable cost or equivalent documentation. Recipients must report on the performance metrics for their Direct Component awards on their Performance Progress Report (PPR) via RGMS. Recipients should retain the raw data supporting any calculations or estimates used to collect and report the performance data via RGMS and make this data available upon request. Recipients have the opportunity to provide any necessary context, as desired, in the narrative responses on the recipient’s Performance Progress Report.

4. Interim Reporting on Significant Developments per 2 C.F. R. § 200.329(e)

a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;

ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and

iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

5. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

6. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury's Direct Component Resources webpage for reference at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act>

7. Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

8. System for Award Management (SAM.gov) and Universal Identifier Requirements

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

9. Reporting Requirements for Status of Real Property or Interest in Real Property

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status*

Report form annually for the first three years after real property acquisition or completion of construction and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

10. Reporting on Lobbying

a. Solely for the purposes of reporting on lobbying, “recipient” is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, “award recipient” refers to the recipient of this RESTORE Act award from Treasury.

b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury’s implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,

d. Each “person” who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

i. As defined in 31 U.S.C. § 1352(g)(3), the term “[person](#)”—includes an individual, corporation, company, association, authority, firm, partnership, society, [State](#), and [local government](#), regardless of whether such entity is operated for profit or not for profit; but does not include an [Indian tribe](#), [tribal organization](#), or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an [agency](#) but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

iii. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.

v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have

otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:

- a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - b) A change in the persons(s) influencing or attempting to influence; and/or
 - c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

G Financial Management System and Internal Control Requirements

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state’s own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients’ financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the Federal agency (Treasury), and the program’s Assistance Listing number (21.015);
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and

f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.

3. Pursuant to 2 C.F.R. § 200.303, the recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII), as defined in 2 C.F.R. 200.1, and other types of information. This also includes information Treasury designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, local and Tribal laws regarding privacy and responsibility over confidentiality.

H Records Retention Requirements

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;

c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;

d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;

e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and

f. Any reports, publications, and data sets from any research conducted under this Award.

2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I The Federal Government's Right to Inspect, Audit, and Investigate

1. Access to Records

a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, 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. This right of access shall continue as long as records are required to be retained (see Section F above).

c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. Access to the Recipients, Subrecipient's, and Contractor's Sites

a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite

physical visits of recipients and their subrecipients and contractors corresponding to the duration of records retention obligation for this Award.

Item # a.

J Award Disbursement

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: In accordance with 2 C.F.R. § 200.305(b), the recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for

women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).

8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:

- a. The recipient receives less than \$250,000 in federal awards per year;
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to \$500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K Notifications and Prior Approvals

1. Notifications

- a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.
- b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.
- c. The recipient must notify Treasury when it increases or decreases the amount of the non-federal share of funds supporting to the project in order for Treasury to amend the approved project budget to reflect such change in the non-federal share supporting the projected funded by the Direct Component grant. The recipient must also revise the Covenant of Purpose, Use and Ownership (Covenant) to reflect Treasury's accurate percentage of participation in the project and record the executed Covenant, and submit a copy of the recorded Covenant to Treasury prior to award closeout.
- d. The recipient must notify Treasury of non-material modifications to an accepted multiyear plan with the next amended multiyear plan submitted for Treasury's review and acceptance. Modifications to a multiyear plan that would not be material modifications are: 1) changes that do not affect the overall scope or objective of the multiyear plan activity, and 2) changes that do not increase funding for an accepted multiyear plan in order to add new activities or increase the scope of an existing activity or activities. If non-material modifications to an activity in an accepted multiyear plan are included in a grant application, Treasury will evaluate the application to determine if the modified activity continues to be a Direct Component eligible activity and does not exceed the recipient's Direct Component allocation.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:

- i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- ii. A need to extend the period of performance;
- iii. A need for additional federal funds to complete the activity, project, or program;
- iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
- v. Any transfer between the non-construction and construction budget lines;
- vi. The use of funds to reimburse the recipient for pre-award costs;
- vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);
- viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;
- ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;
- x. The commencement of any construction under the award;
- xi. The purchase of equipment under the award;
- xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and
- xiii. The disposition of real property or equipment with a fair market value exceeding \$10,000; and,
- xiv. The acquisition of land unless described in the grant application and approved in this award.

L Amendments and Closeout

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.
- c. An amendment is required whenever Treasury and the recipient wish to:
 - i. Make a material change to the award scope of work;
 - ii. Extend the award period of performance;
 - iii. Increase or decrease the amount of funds on a RESTORE Act grant;

iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;

v. Change the approved cost-sharing or matching provided by the recipient; or

vi. Transfer funds between the construction and nonconstruction budget line items.

d. Requests for amendments must be submitted via RGMS, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;

e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:

i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;

ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;

iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and

iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. Closeout

a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.

d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.

e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.

f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330 and Section Q of these terms and conditions

g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient's material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.

h. The closeout of this Award does not affect any of the following:

i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

iv. Compliance with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F;

v. Compliance with the Property management and disposition requirements set forth in 2 C.F. R. § 200.310 through 200.316; and,

vi. Compliance with the Records retention requirements set forth in 2 C.F.R. § 200.334 through 200.337.

i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M Termination and Remedies for Noncompliance

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program- Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

a. Impose additional Special Award Conditions such as:

i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;

ii. Requiring additional reporting or more frequent submission of the SF- 425, SF-PPR, or RESTORE Act Status of Performance Report;

- iii. Requiring additional activity, project, or program monitoring;
- iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or
- v. Establishing additional actions that require prior approval;
- b. Temporarily withhold payments pending correction of the noncompliance;
- c. Disallow from this Award all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate this Award;
- e. Withhold additional Awards;
- f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or
- g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.

3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.

5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.

6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.

7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N Debts

1. Payment of Debts Owed the Federal Government

a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.

d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.

e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O Non-Discrimination Requirements

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions.

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) (“ADA”), including the ADA Amendments Act of 2008 (Public Law 110-325), (“ADAAA”), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and
- f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

- a. Treasury’s Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury’s Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities;
- c. Treasury’s Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Executive Orders

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), “Equal Employment Opportunity,” as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a

reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P Requirement to Check Debarment and Suspension Status of Subrecipients, Contractors, Subcontractors, and Vendors

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q Procurement

1. General Provisions

a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [2 C.F.R. § 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. [§ 200.327](#).

b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [2 C.F.R. § 200.318](#) through [200.327](#).

2. Solid Waste Disposal

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Subawards

a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. Small Business, Minority, Women, and Veteran-Owned Business Enterprises

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such consideration means:

a. These business types are included on solicitation lists;

b. These business types are solicited whenever they are deemed eligible as potential sources;

c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and ,

f. Requiring contractor, under a Federal award to apply this section to subcontracts.

5. Domestic Preference for Procurement

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. § 200.322 for

definitions of “manufactured products” and “produced in the United States.” This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Worker (January 25, 2021). For infrastructure projects, recipients must comply with the Buy America preference set forth in 2 C.F.R. Part 184.

R Environmental Requirements

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient’s approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)

19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)

20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended

21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)

22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608

23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)

24. Coral Reef Protection, EO 13089

25. Invasive Species, EO 13112

S Real Property, Construction, Equipment and Supplies

1. General Requirements

a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. Real Property and Acquisition of Land and Land Interests

a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. Title

a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.

b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:

i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and

ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.

d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:

i. A copy of the easement deed or equivalent conveyance document; and

ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).

e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:

i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and

ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.

g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.

h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. Permitting Requirements

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. Estimated Useful Life

- a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.
- b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with the Treasury investment.
- c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.
- d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. Recording the Federal Interest in the Real Property

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided

equitable reversionary interest in the real property to the extent of its participation in the project for funds have been awarded.

c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.

d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.

f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.

g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters;
- c. Terrorist acts; and

d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Commencement of Construction

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions

of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a "treatment works" project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a "treatment works" project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

- a. "Treatment works" is defined in 33 U.S.C. § 1292, and means any:
 - i. Devices and systems:
 - 1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or

2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and

ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;

iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.

b. When Davis-Bacon Act-related provisions applies, the recipient must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in all prime construction contracts in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to <https://sam.gov/content/wage-determinations>. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination .

c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification>.

d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.

e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at <https://www.dol.gov/whd/programs/dbra/wh1321.htm>.

f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of \$2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).

g. Contract Provision for Contracts in Excess of \$100,000 Contract Work Hours and Safety

Standards Act. All contracts awarded by the recipient or subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. **These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

i. **Enforcement:** In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a

grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. Supplies and Equipment

a. Requirements that are applicable to recipients that are states:

i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.

ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed SF-428 Tangible Personal Property Report and SF-428-B Final Report Form no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$10,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed SF-428 Tangible Personal Property Report and SF-428-C Disposition Request/Report. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed SF-428 Tangible Personal Property Report and SF-428-B Final Report Form if the recipient retains any equipment with a current fair market value greater than \$10,000 per unit or a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T Miscellaneous Requirements and Provisions

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).

b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.

c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.

d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.

e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Limitations on Political Activities of Employees

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. Drug-Free Workplace

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

9. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89- 544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity:

i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—

- a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
- b) Procure a commercial sex act during the period of time that this Award is in effect; or
- c) Use forced labor in the performance of this Award or subawards under this Award.

ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —

- a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
- b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - 1) Associated with performance under this Award; or
 - 2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
- ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:
 - a) Associated with performance under this Award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient:

- i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.
- ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this Award.
- iii. You must include the requirements of this section in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

- i. “Employee” means either:

a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. “Private entity”:

a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

b) Includes:

1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or

2) A for-profit organization.

iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. Publications and Signage

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

“This project was funded in whole or in part by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury (Treasury). The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by Treasury. Rather, the references are illustrations to supplement discussion of the issues. The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor Treasury can vouch for their current validity.”

Signage:

“This project was funded by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury.”

13. Copyright

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal

Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient’s personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee’s employment; or
 - iii. Upon subaward or contract completion or termination.

15. Export Control

- a. This clause applies to the extent that this Award involves access to export- controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR’s deemed exports and re-exports

provisions. The recipient shall establish and maintain effective export compliance procedures through performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions:

i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC’s Bureau of Industry and Security. These are generally known as “dual-use” items, items with a military and commercial application.

ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national’s home country. Licenses from DOC may be required for deemed exports or re-exports.

d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.

e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.

f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.

h. The recipient shall include this clause, including this paragraph (i), in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

Appendix I: 2 C.F.R. Part 170, Appendix A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

2. Reporting Requirements.

i. The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrc.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities —(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

ii. in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

2. Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

i. As part of the recipient's registration profile at <https://www.sam.gov/>.

ii. No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

c. Reporting of total compensation of subrecipient executives—

1. Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

i. The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

ii. In the subrecipient's preceding fiscal year, the subrecipient received:

(A)) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To

determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

d. Exemptions.

A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).

2. Non-Federal entity means all of the following, as defined in [2 CFR part 25](#):

1. Whether for profit or nonprofit:

- i. A corporation;
- ii. An association;
- iii. A partnership;
- iv. A limited liability company;
- v. A limited liability partnership;
- vi. A sole proprietorship;
- vii. Any other legal business entity;
- viii. Another grantee or contractor that is not excluded by subparagraph (2); and
- ix. Any State or locality;

2. Does not include:

- i. An individual recipient of Federal financial assistance; or
 - ii. A Federal employee.
3. Executive means an officer, managing partner, or any other employee holding a management position.
4. Subaward has the meaning given in 2 C.F.R. 200.1.
5. Subrecipient has the meaning given in 2 C.F.R. 200.1.

6. Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 C.F.R. 229.402(c)(2).

Appendix II: 2 C.F.R. Part 25, Appendix A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under [2 CFR 25.110](#), you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the recipient until the entity has provided its Unique Entity Identifier to the recipient.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at [2 CFR 200.1](#) and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in [2 CFR 200.1](#).
5. Subrecipient has the meaning given in [2 CFR 200.1](#).

Appendix III: Davis-Bacon and Related Acts Requirements

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 C.F.R. part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. . § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 C.F.R. 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 C.F.R. 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under [§ 5.5 \(a\)\(3\)\(ii\)](#) of Regulations, [29 C.F.R. part 5](#), the appropriate information is being maintained under [§ 5.5 \(a\)\(3\)\(i\)](#) of Regulations, [29 C.F.R. part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 C.F.R. part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 C.F.R. 5.12](#).

4. Apprentices and trainees -

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in [29 C.F.R. 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 C.F.R. part 30](#).

5. *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of [29 C.F.R. part 3](#), which are incorporated by reference in this contract.

6. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 C.F.R. 5.5\(a\)\(1\)](#) through [\(10\)](#), and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in [29 C.F.R. 5.5](#).

7. *Contract termination: debarment.* A breach of the contract clauses in [29 C.F.R. 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 C.F.R. 5.12](#).

8. *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 C.F.R. parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

9. *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 C.F.R. parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

Appendix IV: Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) *Withholding for unpaid wages and liquidated damages.* The Department of Treasury or recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

Appendix V: 41 C.F.R. § 60-1.4

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ATTACHMENT B

STANDARD SUB-AWARD TERMS AND CONDITIONS

1. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding, its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. 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 SUB-RECIPIENT, 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.

3. REPRESENTATION REGARDING CONTINGENT FEES

SUB-RECIPIENT 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.

4. REPRESENTATION REGARDING GRATUITIES

SUB-RECIPIENT 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.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current federal law, rules and regulations, and, in particular, 2 C.F.R. §§ 200.318, General Procurement Standards, through 200.327, Contract Provisions, in any procurement required to complete the tasks in the Scope of Work. The SUB-RECIPIENT shall also ensure that every purchase order or contract includes any clauses required by 2 C.F.R. § 200.327 Contract provisions, as identified in Appendix II to 2 C.F.R. Part 200.

6. SUB-AWARDS

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

7. COMPLIANCE WITH LAWS

The SUB-RECIPIENT 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 the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT 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.

8. STOP WORK ORDER

- A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT 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 SUB-RECIPIENT, 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, SUB-RECIPIENT 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 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, SUB-RECIPIENT 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 SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
 - ii. SUB-RECIPIENT 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.

9. E-PAYMENT

SUB-RECIPIENT 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.

10. E-VERIFICATION

If applicable, SUB-RECIPIENT 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. SUB-RECIPIENT 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, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

11. 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

<http://www.transparency.mississippi.gov>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

12. 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 SUB-RECIPIENT's choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

13. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- i. *Termination.* 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 SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- ii. *SUB-RECIPIENT's Obligations.* SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination SUB-RECIPIENT will stop work to the extent specified. SUB-RECIPIENT shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to MDEQ. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

If SUB-RECIPIENT 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 SUB-RECIPIENT 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 SUB-RECIPIENT'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. In the event of termination in

whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT 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 SUB-RECIPIENT, if SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUB-RECIPIENT 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.

14. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT 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 the SUB-RECIPIENT 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 the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT'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. Section 49-17-41.

15. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT 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 addition to the Maximum Amount agreed upon 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.

16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi governmental entity; (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.

17. DEBARMENT AND SUSPENSION

SUB-RECIPIENT 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. has not, within a three-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. has not, within a three-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 paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.

- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ 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.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall follow provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Agreement.
- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
 - (2) Generally known or easily ascertainable by nonparties to this Agreement;
 - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) Independently developed by the recipient without any reliance on confidential information;
 - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty; or
 - (6) Disclosed with the Disclosing Party’s prior written consent; or

(7) As otherwise required to be disclosed by law.

19. 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.

20. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

21. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT’s tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 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.

22. SUB-RECIPIENT STATUS

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

The SUB-RECIPIENT 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 the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT 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 SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

23. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes equipment purchased under this Agreement. Should SUB-RECIPIENT procure additional insurance against liability for injury to persons or property, it should have MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

Notwithstanding this Section, the Sub-recipient and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

24. 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 the SUB-RECIPIENT. SUB-RECIPIENT 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.

25. AMENDMENTS OR MODIFICATION

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

26. 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 SUB-RECIPIENT.

27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, Treasury, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT'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 SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of three (3) 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 three (3) 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 three (3) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the three-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the three (3) 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 SUB-RECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of three years after final payment. These records shall be made available during the term of the Agreement and the subsequent three-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 and Treasury.

30. RIGHT TO INSPECT WORK; ACCESS

Treasury, the Government Accountability Office, 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 Treasury, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, SUB-RECIPIENT 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. SUB-RECIPIENT 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 SUB-RECIPIENT's performance of the Work.

31. 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.

32. THIRD PARTY ACTION NOTIFICATION

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

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or work. If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient

service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

34. 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.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT 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. SUB-RECIPIENT 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, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT 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. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

The SUB-RECIPIENT 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, the SUB-RECIPIENT 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.

37. 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.

38. 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.

39. EVALUATION

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of three (3) years after the date on which the Final Reports are provided.

40. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

41. HEADINGS

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

ATTACHMENT C

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

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Sub-Award Agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

1. SUB-RECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the program performance period.
2. SUB-RECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUB-RECIPIENT'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. SUB-RECIPIENT 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 SUB-RECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUB-RECIPIENT 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 SUB-RECIPIENT's ability to comply with Federal Award and/or Sub-Award requirements.

ATTACHMENT D

SUB-AWARD 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) 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-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-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 paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-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 SUB-RECIPIENT 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 SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT 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 SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, 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 SUB-RECIPIENT and any other party. The SUB-RECIPIENT 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 SUB-RECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records,

including electronic records, which are maintained or produced as a result of the agreement and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

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, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-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 and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. RDCGR470715 ("Award") or an activity funded under the Award is started before the expiration of the three 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

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

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 above described Project 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 & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects 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, both parties agree 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 three (3) years after the date on which the Final Reports are provided.



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

August 12, 2026

Mississippi Emergency Management Agency
Attention: Mitigation Grant Programs
1 MEMA Drive
Pearl, MS 39208

RE: Reimbursement Request – Engineering, 3100 Roberson Road Structure Elevation
FMA-PJ-04-MS-2022-008

Dear Mitigation Program Team,

On behalf of the City of Bay St. Louis, we respectfully submit the enclosed Reimbursement Request Form (RRF No. 14) in the amount of \$5,000.00 for Engineering and Design during the application development of the structure elevation project located at 3100 Roberson Road.

Tetra Tech, serving as the project management consultant for the City, has reviewed all cancelled checks and supporting documentation. Based on their review, Tetra Tech has formally recommended approval of the submitted payment.

We request that MEMA process this reimbursement in accordance with the grant terms and forward the funds to the City for disbursement to the homeowner.

Should you have any questions or require additional information, please contact me directly.

Sincerely,

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

Michael J. Favre
Mayor
City of Bay St. Louis
mfavre@baystlouis-ms.gov
(228) 466-8951

REQUEST FOR PAYMENT HAZARD MITIGATION ASSISTANCE PROGRAMS

Flood Mitigation Assistance, Hazard Mitigation Grant Program, Swift, BRIC Grant, LPDM

1. Payment Request No. 12 Disaster: FEMA- FMA 22 -DR-MS; Fund/Proj. #: FMA-PJ-04-MS-2022-0083. Type of Request: Partial ☒ Final 4. FIPS No. 2803980 Cost Share% 95.65%/4.35%5. Name of Applicant: City of Bay St. Louis Telephone: (228) 466-5457
Address: 688 Highway 90, Bay St. Louis, MS 39520 E-mail: mfavre@baystlouis-ms.gov

COMPUTATION OF AMOUNT REQUESTED

6. Federal Funding:

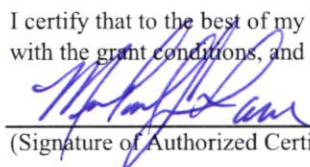
a. Total Amount Approved (100%)	\$ <u>555,220.00</u>
b. Federal Share (75% of total) Available	\$ <u>531,053.30</u>
c. Total Previous Payments	\$ <u>433,546.96</u>
d. Current Balance Available (b minus c)	\$ <u>97,506.34</u>
e. Amount of This Request (75%)	\$ <u>4,500.00</u>
f. Cumulative Payments (c plus e)	\$ <u>438,046.96</u>
g. Project Balance (b minus f)	\$ <u>93,006.34</u>

MEMA USE ONLY

Documented Cost	\$ <u> </u>
Payment Request	\$ <u> </u>
Approved Payment	\$ <u> </u>
Project Balance	\$ <u> </u>
Accounting Officer	<u> </u>
Date	<u> </u>

CERTIFICATION

7. I certify that to the best of my knowledge and belief the information submitted herein is correct and made in accordance with the grant conditions, and that payment requested herein is due and has not been previously paid.


(Signature of Authorized Certifying Official)8/12/2026

Date

Michael J. Favre

Typed Name

Mayor

Title

8. I certify that the amount claimed on this voucher is correct and payment has not been disbursed.

Stephen C. McCraney, Governor's Authorized Representative
Date

FOR USE BY MEMA MITIGATION AND ADMINISTRATION & FINANCE BUREAU ONLY

Reimbursement of amount below is approved based on review and verification of all required project documentation submitted by the Authorized Certifying Official.

Amount	\$ <u> </u>	Grants Director	<u> </u>	SHMO	<u> </u>
Program /Fund	<u> </u>	Cost share	<u> </u>	Accounting Officer	<u> </u>

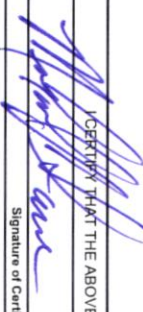
COMMENTS:

Hazard Mitigation Grant Program

Summary of Documentation in Support of Amount Claimed

Applicant / Project Description						Grant Name and Project Number:	
City of Bay St. Louis FMA 2022 SWIFT - Elevation of 2 properties						FMA 22 SWIFT/FMA-P-J04-MS-2022-008	
Project Summary of Financial Documentation:				Date of Check or Invoice	Check or Warrant No.	Invoice No.	Amount
Vendor or Services Rendered							
3100 Roberson Rd - Engineering and Design				1/17/2023	107019		\$ 5,000.00
				Total			
						Federal Share	
						\$	5,000.00
						\$	4,500.00

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.



Signature of Certifying Official

8/12/2026

Date

COMMENTS:



INVOICE

Date: 12 Nov 2022

Rise Construction Group
1055 Scarlet Oak lane
Mandeville, LA 70048
504-228-5130
LA License # 67039, 886802
office@riseconstructiongroup.com

TO Tami Curtis
3100 Roberson rd
Bay Saint Louis, MS 39520

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MPG	Roberson-BSL enh=gineering		Upon receipt

[illegible]



Current Date: April 04, 2025
 Account Number: 2070202201
 Capture Date: January 19, 2023
 Item Number: 5252688974655
 Posted Date: January 19, 2023
 Posted Item Number: 150042674
 Amount: 5,000.00
 Record Type: Debit
 RT Number: 065503681
 Run Number: 2532
 Serial Number: 107019
 Batch Number: 250185
 BOFD Sequence: 2474053508
 CL Item Before: 2474053466 - 2,213.60
 CL Item After: 2474056604 - 95.50
 CL Item Info: 2474053508 - 5,000.00
 CL Bundle Amt: 295,661.77
 CL File Amt: 7,260,905.44
 CL Orig RT: 061000146



CASHIER'S CHECK

0000107019

BAY 90

65-368/655

January 17, 2023

 PAY TO THE RISE CONSTRUCTION
 ORDER OF

\$5,000.00

Five Thousand and 00/100ths Dollars

TAMI GUY

REMITTER

ADDRESS

⑈0000107019⑈ ⑈065503681⑈ 2070202201⑈

Capital One, N.A. Richmond VA 065000090

41475EYN0651020230119000075826537

Security features on this document include a Micro-Fin
 Signature Line, Watermark and Security Strip.
 Absence of these features may indicate alteration.
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FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

This padlock icon is printed with ink that responds to warmth.
 Place your thumb on it and it should change appearance. If it does
 not, this may be a copy.

>065000090<
 CAPITAL ONE, NA
 0060240890 01192023
 RICHMOND, VA 023 21
 Deposit 3027088666

 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION ONLY

X

ENDORSE HERE

**MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
REIMBURSEMENT REQUEST FORM (RRF) FOR HAZARD MITIGATION ASSISTANCE FUNDS
(INCLUDES ATTACHMENTS A - F)**

APPLICANT

City of Bay St. Louis, MS

FIPS #

2803980

DISASTER #

FMA-PJ-04-MS-2022

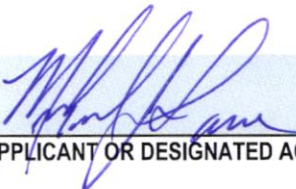
PROJECT # (F#)

8

ATTACHMENT	TOTAL AMOUNT REQUESTED (TO INCLUDE FEDERAL AND NON-FEDERAL)
A - FORCE ACCOUNT LABOR SUMMARY RECORDS	
B - FORCE ACCOUNT EQUIPMENT SUMMARY RECORDS	
C - RENTED EQUIPMENT SUMMARY RECORDS	
D - CONTRACT SUMMARY RECORDS	\$5,000.00
E - ADMINISTRATIVE FEES (1603 & 1607)	
F - SUB-RECIPIENT MANAGEMENT COST	
G - COASTAL PROTECTION & RESTORATION AUTHORITY COST	

GRAND TOTAL OF REQUEST
(TO INCLUDE FEDERAL AND NON-FEDERAL)

\$5,000.00


APPLICANT OR DESIGNATED AGENT'S SIGNATURE

Michael J. Favre
APPLICANT OR DESIGNATED AGENT'S PRINT NAME

08/12/2026
DATE

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

PURCHASING REQUISITION
City of Bay Saint Louis

Req By: Debbie Delcuze /
Auth By: _____
Charge to Acct: Public Works
Apprvd By: _____

Ship To: _____

Received: _____

Vender Info: Power Systems of MS

Date	Delivery Date	Ship Via	Project #	Requisition #	Purchase Order #
April 25, 2023			Generator Maintenance		
Description of Material			QTY	Price	Amount
One Year - Two Visits for Preventative Maintenance Agreement (11 Locations)					
City Hall, Community Center, Fire Station #1, Fire Station #2,					
Senior Citizen Center, Lift Station #1, (5) Portable Generators			11	500.00	5,500.00
Basic PM Service - Change oil, oil filter, fuel filter, water separation filter, and dispose of waste oil and filters					
Inspection - Check all components of generator and transfer switch, top off fluids if needed.					
There is a 41 point inspection done at each visit.					
Additional cost for belts, batteries, hoses and any other parts					
Any additional work would be done at \$125.00 per hour, plus parts and travel with prior approval.					
TOTAL					5,500.00

Power Systems of MS

14313 Stenum St., Suite D

Biloxi, MS 39532

Phone: (228)-818-8315 Fax: (228)-818-8317

E-mail: mark@powersystemofms.net

4/24/2023

Bay St. Louis
Public Works Department
688 Hwy 90
Bay St. Louis, MS 39520

ATTN: Debbie

RE: One Year, Two visits for Preventative Maintenance Agreement (11 locations)

We are pleased to provide pricing for your standby generator.

Power Systems list below the Preventative Maintenance Agreement.

Annual Preventative Maintenance Agreement

Basic PM Service - Change oil, oil filter, fuel filter, water separation filter, and dispose of waste oil and filters.

Inspection- Check all components of generator and transfer switch, top off fluids if needed.

There is a 41 point inspection done at each visit.

There will be additional cost for belts, batteries, hoses, and any other parts.

City Hall 230 KW Kohler

\$500.00

Community Center 140 KW Taylor	\$500.00
Fire Station #1 180 KW Generac	\$500.00
Fire Station #2 200 KW Generac	\$500.00
Senior Citizen Generac	\$500.00
Lift Station #1 Cummins	\$500.00
Portable Baldor TS175	\$500.00
Portable Baldor TS175	\$500.00
Portable Taylor TMC140	\$500.00
Portable Taylor TMC140	\$500.00
Portable Taylor TMC140	\$500.00

Total \$5500.00

Your cost for this agreement is \$5500.00. Any additional work would be done at a rate of \$125.00 per hour, plus parts and travel, however this would not be done without prior approval.

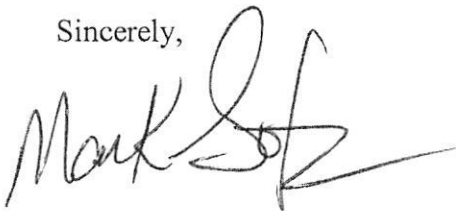
It is a factory recommendation that preventative maintenance be done on this equipment annually, by an authorized generator dealer company. Preventative maintenance can identify problems and correct before they become a major failure, saving you costly downtime and dollars.

We at Power Systems provide 24 hour service with qualified technicians seven days a week, and our PM customers receive priority service.

If this agreement is acceptable to you, please sign and return.

Should you have any questions or concerns about this agreement, please do not hesitate to call.

Sincerely,



Mark Gotjen
Power Systems of MS

Accepted by:



GENERATOR

PARTS, SERVICE, REPAIR & RENTAL

SUDDEN SERVICE, INC. INDUSTRIAL PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

AGREEMENT BENEFITS:

- Priority response over non-agreement customers.
- Pre-scheduled appointments.
- Lower locked in rates with consistent cost over non-agreement customers.
- Labor rate savings on non-maintenance related repairs.
- Detailed reports from our technicians.
- Consistent annual agreement dates .

Preventative Maintenance Agreement Includes:

Inspection Service – includes the 40+ point inspection.

Basic Service – performed annually includes:

- 40+ Point Inspection above plus.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Oil change with filter.
- Fuel filter change (only for diesel applications).
- Coolant testing and treatment if radiator cooled.

Full Service – performed every third year includes:

- 40+ Point Inspection plus.
- All Basic Service items plus.
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

Optional Services:

- Load bank testing.
- Fuel polishing service.
- Megger testing.
- InfraRed camera testing.
- Vibration testing.
- Generator rental during scheduled service (eliminates any possible outages).

you can depend on *Big Red*



GENERATOR
PARTS, SERVICE, REPAIR & RENTAL

Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Item # c.

Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT

4/24/2023

Service Info:

Debbie Delcuze
City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS, 39520
Email: dpeterson@baystlouis-ms.gov

Billing Address:

City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS, 39520
Customer #: 14362001
Phone#: 228-466-5531

- I. Agreement Period: **September 1,2023 to August 31,2024**
- II. Services: One Year Annual Agreement (Two visits per year)
 - One Basic Annual Service – see attached equipment list.
 - One 41-Point Inspection --see attached equipment list.
- III. Equipment:
 1. **Kohler 230ROZD**, Serial Number: **361732** (City Hall, 688 Hwy 90)
 - One Basic Annual Service at **\$825.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
 2. **Taylor TD140F311B**, Serial Number: **TP 23155** (Community Center, 688 Hwy 90)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
 3. **Generac 11792290100 (180kW)**, Serial Number: **2105673** (Fire Station #1, 543 Main St.)
 - One Basic Annual Service at **\$775.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
 4. **Generac 11462840100 (200kW)**, Serial Number: **2104684** (Fire Station #2, 9998 Hwy 603)
 - One Basic Annual Service at **\$800.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
 5. **Generac 52611 (45kW)**, Serial Number: **4846914** (Senior Center, 601 Bookter St.)
 - One Basic Annual Service at **\$575.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**

Taking Care of **Our Customers** is **PRIORITY ONE!**



GENERATOR
PARTS, SERVICE, REPAIR & RENTAL

Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

Item # c.

6. **Cummins DSGAC-7750180 (150kW)**, Serial Number: **H110242919** (Lift Station #1, 949 Central Ave)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
7. **Baldor TS175-3J (150kW)**, Serial Number: **P1207300002** (Portable)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
8. **Baldor TS175-3J (150kW)**, Serial Number: **P1208010006** (Portable)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
9. **Taylor TMC140 (140kW)**, Serial Number: **TP 24019** (Portable, Harry St / Water Well #4)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
10. **Taylor TMC140 (140kW)**, Serial Number: **TP 24020** (Portable)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**
11. **Taylor TMC140 (140kW)**, Serial Number: **TP 24021** (Portable, 10th St / Water Well #5)
 - One Basic Annual Service at **\$750.00—perform in September 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in March 2024**

IV. **Payment Terms:**

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the Agreement

V. **Activation of Agreement:**

Your Signature activates this service and must be received by the agreement start date. **Pricing is good for 30 days.** No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East Mobile, AL 36619, fax to 251-443-9569 or email to sdunn@taylorbigred.com.

Taking Care of **Our Customers** is **PRIORITY ONE!**



GENERATOR
PARTS, SERVICE, REPAIR & RENTAL

Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Item # c.

Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

VI. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII. Taylor Agreement Price: \$10,755.00 + applicable taxes

Please do not send payment; you will be invoiced. If Tax Exempt, please Include documentation. If a PO is needed, please send the PO with the Agreement

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

➤ Samuel Dunn 251-443-8402

Accepted By: _____ Date: _____

Printed Name: _____

Prepared For: **City of Bay St. Louis**

Prepared By:
Samuel Dunn
Inside PM Sales Rep.

Taylor Sudden Service - Generators

3750 Halls Mill Road, Mobile, AL 36693 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of Our Customers is PRIORITY ONE!



Item # d.

Bay St. Louis - Meraki License Renewal 2026 - 2027

Quote #001751 v1

Prepared For:

City of Bay St. Louis

Mike Favre
688 Highway 90
Bay St. Louis, MS 39520

P: (228) 466-8951

E: Mfavre@naystlouis-ms.gov

Prepared by:

LATG Solutions

Daniel Walker
1 Galleria Blvd. Suite 1510
Metairie LA, 70001

P: 5043042505

E: dwalker@latg.com

Date Issued:

08.12.2026

Expires:

08.31.2026

Meraki Renewal - 1 Year Term

Part Number	Description	Price	Qty	Ext. Price
	Mississippi EPO IT Hardware 4671 Contract Vendor# 3100034666/Magic Contract# 8500001160			
LIC-ENT-1YR	CISCO MERAKI ACCESS POINT LICENSING 1YR ENTERPRISE LICS AND SUP	\$96.81	10	\$968.10
LIC-MX95-ENT-1Y	MERAKI MX95 FIREWALL ENTERPRISE LICENSE AND SUPPORT 1YR	\$1,458.14	1	\$1,458.14
LIC-MV-1YR	CISCO MERAKI 1YR MV CAMERA LICENSING ENTERPRISE LICS AND SUP	\$170.37	18	\$3,066.66
Subtotal:				\$5,492.90

Quote Summary	Amount
Meraki Renewal - 1 Year Term	\$5,492.90
Total:	\$5,492.90

Summary of Selected Payment Options	Amount
Term Options: LATG Terms and Conditions	
Total of Payments	\$5,492.90

1. Payment Terms

Unless otherwise agreed in writing, all invoices are due and payable within thirty (30) days from the date of equipment delivery ("Net 30"). Invoices for installation services shall be issued upon completion of the respective project phase, and payment is due in accordance with the same Net 30 terms. LATG reserves the right to assess interest at a rate of 1.5% per month (or the maximum rate permitted by law, whichever is lower) on all past-due balances. Client shall be responsible for all costs of collection, including reasonable attorney's fees and court costs.

2. Delivery and Installation

LATG shall deliver equipment and materials in accordance with the project schedule outlined in the quote or Statement of Work (SOW). Installation services will be performed upon completion of each applicable phase of the project. Any delays in project execution caused by the client, including site inaccessibility, failure to provide necessary approvals, or incomplete prerequisites, may result in rescheduling and additional charges. Risk of loss for equipment transfers to the client upon delivery.

3. Acceptance

Client shall inspect all products and services upon delivery or installation and shall notify LATG in writing of any defects or issues within five (5) business days. Absent such notification, products and services shall be deemed accepted.

4. Ownership and Licensing

Ownership of equipment transfers to the client upon full payment. Any software included is subject to the licensing terms of the original manufacturer. LATG makes no warranties, express or implied, beyond those provided by the equipment manufacturer.

5. Limitation of Liability

LATG shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the delivered equipment or services. LATG's total liability for any claim arising from this engagement shall not exceed the total amount paid by the client under the applicable contract or quote.



Item # d.

Acceptance

LATG Solutions

City of Bay St. Louis

Daniel S. Walker

Daniel Walker

Signature / Name

08/12/2026

Date

Mike Favre

Signature / Name

Initials

Date



July 28, 2026

Norman Patterson
Natural Resources Conservation Service
113 Fairfield, Suite 110
Hattiesburg, MS 39402

RE: Time Extension Request
City of Bay St. Louis, Main Drain Debris Removal
DSR# 28-04-21-5306-321, Agreement # NR244423XXXXC002

Dear Ms. Davis:

The City of Bay St. Louis is requesting a time extension for the above referenced project. The current Project Agreement expires on May 1, 2026. The project is currently under construction with an original substantial completion date of October 3, 2026. However, the Contractor has requested that an additional 60 days be added to the contract due to the heavy rains received in the project area during May and June, including Tropical Storm Arthur on June 17, 2026. Additionally, the City has requested that the replacement of three (3) culverts be added to the non-NRCS portion of the project, which was added to the contract as Change Order #1 (attached to this letter).

Due to the changes above, the City is requesting a time extension of 90 days. This will account for the weather delays, the additional culvert replacements, and allow time to close out the project. A summary of the project schedule is provided below:

Description	Date
Project Advertisement	Complete
Prebid Meeting	Complete
Bid Opening	Complete
Notice of Award Issued	Complete
Received DMR & USACE Approvals	Complete
Pre-Construction Meeting	Complete
Notice to Proceed	Complete
Original Construction Completion (180 Days to Substantial Completion)	10/3/26
Revised Construction Completion (Change Order #1 – Add 60 Days to Substantial Completion)	12/2/26

Based on the current schedule, Bay St. Louis respectfully requests the contract for this project to be extended to January 6, 2027.

Should you require any additional information relating to this request, please let me know.



Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Favre", is written over the word "Sincerely,".

Michael Favre
Mayor

Enclosure

**INSURANCE PROPOSAL
PREPARED FOR:**

*10-12-26 Renewal Date!

CITY OF BAY ST LOUIS
P O Box 2550
Bay St. Louis MS 39521

PRESENTED BY:

John Rosetti, III, CIC, CMS

BETZ ROSETTI
A WAVE
& ASSOCIATES

INSURANCE AND RISK SOLUTIONS

2304 19th Street, Suite 102
Gulfport MS 39501
Phone: (228) 701-0200
www.betzrosetti.com

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. This is only a summary and the terms and conditions of any policy issued will take precedence over the proposal.

SERVICING TEAM

John Rosetti, III, CIC, CMS
Producer

(228) 701-0200 Office
(228) 867-2500 Fax
(228) 860-1023 Cell
john@betzrosetti.com

Haidee Gerald, CISR Elite, CRIS, CSRM, MLIS
Account Manager

(228) 701-0200 Office
(228) 867-2500 Fax
haidee@betzrosetti.com

Mary Alexander
Claims Manager

(228) 701-0200 Office
(228) 867-2500 Fax
mary@betzrosetti.com

CYBER – OPTION #1

EQUAL TO CURRENT
COVERAGE

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$5,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$5,000
Regulatory Proceedings	\$1,000,000	\$5,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$5,000
Computer and Legal Experts	\$1,000,000	\$5,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$5,000
Data Restoration	\$1,000,000	\$5,000
Public Relations	\$1,000,000	\$5,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Social Engineering Fraud	\$250,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$1,000,000	
Dependent Business Interruption - System Failure	\$1,000,000	
Dependent Business Interruption - Outsource Provider	\$1,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit : \$25,000

Betterment Coparticipation : 50%

Period Of Restoration : 180 days

Period Of Indemnity : 30 days

Wait Period : 12 hours

Knowledge Date: October 12, 2023

P&P Date: October 12, 2023

Retro Date: N/A

CYBER – OPTION #2

INCREASE DEDUCTIBLE
TO \$10,000. Premium
SAVES \$953.00

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$10,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$10,000
Regulatory Proceedings	\$1,000,000	\$10,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$10,000
Computer and Legal Experts	\$1,000,000	\$10,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$10,000
Data Restoration	\$1,000,000	\$10,000
Public Relations	\$1,000,000	\$10,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$10,000
Funds Transfer Fraud	\$1,000,000	\$10,000
Social Engineering Fraud	\$250,000	\$10,000
Telecom Fraud	\$100,000	\$10,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$1,000,000	
Dependent Business Interruption - System Failure	\$1,000,000	
Dependent Business Interruption - Outsource Provider	\$1,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000	
Reputation Harm	\$250,000	\$10,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit : \$25,000

Betterment Coparticipation : 50%

Period Of Restoration : 180 days

Period Of Indemnity : 30 days

Wait Period : 12 hours

Knowledge Date: October 12, 2023

P&P Date: October 12, 2023

Retro Date: N/A

CYBER & CRIME – OPTION #3

*EQUAL TO CURRENT
COVERAGE + CRIME
COVERAGE ABOVE BOND*

LIMITS

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$5,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$5,000
Regulatory Proceedings	\$1,000,000	\$5,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$5,000
Computer and Legal Experts	\$1,000,000	\$5,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$5,000
Data Restoration	\$1,000,000	\$5,000
Public Relations	\$1,000,000	\$5,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$5,000
Funds Transfer Fraud	\$1,000,000	\$5,000
Social Engineering Fraud	\$250,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$1,000,000	
Dependent Business Interruption - System Failure	\$1,000,000	
Dependent Business Interruption - Outsource Provider	\$1,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit : \$25,000

Betterment Coparticipation : 50%

Period Of Restoration : 180 days

Period Of Indemnity : 30 days

Wait Period : 12 hours

Knowledge Date: October 12, 2023

P&P Date: October 12, 2023

Retro Date: N/A

CRIME COVERAGES:

CRIME COVERAGES

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			F - Computer Crime		
1. Employee Theft	\$250,000	\$2,500	1. Computer Fraud	Not Covered	
2. ERISA Fidelity	\$250,000	\$0	2. Computer Program and Electronic Data Restoration Expense	Not Covered	
3. Employee Theft of Client Property	Not Covered				
B - Forgery or Alteration	\$250,000	\$2,500	G - Funds Transfer Fraud	Not Covered	
C - On Premises	\$250,000	\$2,500	H - Personal Accounts Protection		
			1. Personal Accounts Forgery or Alteration	Not Covered	
			2. Identity Fraud Expense Reimbursement	Not Covered	
D - In Transit	\$250,000	\$2,500	I - Claim Expense	\$5,000	\$0
E - Money Orders and Counterfeit Money	\$250,000	\$2,500			

SUMMARY

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM
Cyber – Option #1	\$ 6,974.00	\$ 11,745.00
Cyber – Option #2		\$ 10,792.00
Cyber – Option #3		\$ 11,969.00

ARE YOU EXPOSED??? OTHER LINES OF COVERAGE TO CONSIDER:

- AUTO LIABILITY
- PROFESSIONAL LIABILITY
- EMPLOYMENT PRACTICES LIABILITY
- CYBER LIABILITY

DID YOU KNOW.... BETZ ROSETTI & ASSOCIATES NOW OFFER A FULL SUITE OF **PERSONAL LINES** COVERAGES FOR YOUR **HOME, AUTO, BOAT, AND PERSONAL LIABILITY**. LET US OFFER YOU A QUOTE TODAY.

NOTE:

THE INCREASE IN PREMIUM IS BASED UPON THE INCREASE IN CITY REVENUES FROM \$10.1 m (3 YEARS AGO) TO THE CURRENT REVENUES OF \$19.2 m



Item # g.

Jamie Favre <jfavre@baystlouis-ms.gov>

FW: City of Bay St Louis - Police Department Excess Flood Renewal

1 message

John Rosetti <John@betzrosetti.com>

Wed, Jul 29, 2026 at 2:28 PM

To: Jamie Favre <jfavre@baystlouis-ms.gov>

Jamie,

Please find attached the Excess Flood renewal for the police station. This invoice will need to be made payable the Betz Rosetti.

Just let me know when it is approved so we can bind the coverage.

Thanks,

John Mark Rosetti, III, CIC, CMS

Betz Rosetti & Associates, Inc.

2304 19th Street, Suite 102

Gulfport, MS 39501

Phone (228) 701-0200

Cell (228) 860-1023

Fax (228) 867-2500

john@betzrosetti.com

<http://www.betzrosetti.com/><https://www.facebook.com/betzrosetti/>A dark, rounded rectangular button with the text "Make a Payment" in white, bold, sans-serif font.

Requests to bind, alter, or cancel coverage are not effective and may not be considered bound until confirmed by Betz Rosetti & Associates, Inc.

This e-mail/fax is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), or the employee or agent responsible for delivering this electronic message to the named addressee(s), you are notified that any use, reading, dissemination, distribution, copying, or storing of this communication is strictly prohibited. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). If you have received this transmission in error, please notify us immediately by reply e-mail/fax or by contacting us at 228-701-0200, and destroy the original transmission and its attachments without reading them or saving them to disk or otherwise.

From: Haidee Gerald <Haidee@BetzRosetti.com>

Sent: Tuesday, July 28, 2026 4:06 PM

To: John Rosetti <John@BetzRosetti.com>

Subject: City of Bay St Louis

Attached is the XS CFLD proposal for the Police Dept. Remind the insured this is an agency bill policy and not a direct bill policy. Last year they paid the broker directly which caused some issues. I don't know if the broker sent them an invoice also or if you sent them one last year.

There is no app to sign. I just need the bind request.

Thank you,

Haidee L. Gerald, CISR Elite, CRIS, CSRM, MLIS



Betz Rosetti & Associates, Inc.

2304 19th Street, Suite 102

Gulfport, MS 39501

Phone (228) 701-0200

Fax (228) 867-2500

Haidee@betzrosetti.com

<http://www.betzrosetti.com/>

<https://www.facebook.com/betzrosetti/>

Make a Payment

Requests to bind, alter, or cancel coverage are not effective and may not be considered bound until confirmed by Betz Rosetti & Associates, Inc.

This e-mail/fax is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), or the employee or agent responsible for delivering this electronic message to the named addressee(s), you are notified that any use, reading, dissemination, distribution, copying, or storing of this communication is strictly prohibited. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). If you have received this transmission in error, please notify us immediately by reply e-mail/fax or by contacting us at 228-701-0200, and destroy the original transmission and its attachments without reading them or saving them to disk or otherwise.

SERVICING TEAM

John Rosetti, III, CIC, CMS
Producer

(228) 701-0200 Office
(228) 867-2500 Fax
(228) 860-1023 Cell
john@betzrosetti.com

Haidee Gerald, CISR Elite, CRIS, CSRM, MLIS
Account Manager

(228) 701-0200 Office
(228) 867-2500 Fax
haidee@betzrosetti.com

Mary Alexander
Claims Manager

(228) 701-0200 Office
(228) 867-2500 Fax
mary@betzrosetti.com

LOCATION SCHEDULE

Issuing Company: Lexington Insurance Company
Policy Term: 9/1/2026 - 9/1/2027

Loc # Bldg # Address

1	1	547 Main Street Bay St. Louis MS 39521
---	---	--

EXCESS FLOOD LIMITS

Loc #	Bldg #	Subject of Ins	Amount	Coins	Ded	Valuation	Wind Ded
1	1	Flood	\$1,000,000	N/A	500,000	Replacement Cost	N/A

SUMMARY

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM
Excess Flood	\$ 3,120.98	\$ 3,120.98

ARE YOU EXPOSED??? OTHER LINES OF COVERAGE TO CONSIDER:

- AUTO LIABILITY
- PROFESSIONAL LIABILITY
- EMPLOYMENT PRACTICES LIABILITY
- CYBER LIABILITY

DID YOU KNOW....BETZ ROSETTI & ASSOCIATES NOW OFFER A FULL SUITE OF **PERSONAL LINES** COVERAGES FOR YOUR **HOME, AUTO, BOAT, AND PERSONAL LIABILITY**. LET US OFFER YOU A QUOTE TODAY.



August 11, 2026

Mike Favre
Mayor
City of Bay Saint Louis
688 Hwy 90
Bay Saint Louis, MS 39520

RE: Pay Application #4 for the Hurricane Ida Road Repair Project

Dear Mr. Favre,

Please find the attached Pay Application No. 4 for Warren Paving for the amount due of \$221,229.17 for work complete on the Hurricane Ida Road Repair Project. Pay Application 4 has been reviewed, approved, and payment is recommended.

This recommendation for payment is based upon intermittent site inspections of the Work, review of submitted pay quantities, and information available to the Engineer at the time of review, and as verified by the Contractor. While the Engineer has reviewed the pay application and supporting documentation in accordance with professional judgment and standard practice, Chiniche Engineering & Surveying is not retained for full-time construction inspection services. Therefore, this recommendation is based on periodic observations and available project information rather than continuous verification of all work in place and quantities claimed.

Accordingly, Pay Application No. 4 is recommended for payment.

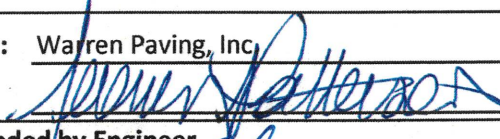
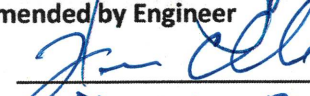
Thank you for your consideration with this matter. If you have any questions or need any information, please contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E.".

Jason Chiniche, P.E.
Project Manager

Contractor's Application for Payment

Owner: <u>City of Bay Saint Louis</u> Engineer: <u>Chiniche Engineering & Surveying</u> Contractor: <u>Warren Paving</u> Project: <u>Hurricane Ida Road Repairs</u> Contract: <u>Hurricane Ida Road Repairs</u>	Owner's Project No.: <u>N/A</u> Engineer's Project No.: <u>15-007-007</u> Contractor's Project No.: <u>N/A</u>																								
Application No.: <u>4</u> Application Date: <u>8/5/2026</u> Application Period: <u>From</u> <u>7/1/2026</u> <u>to</u> <u>7/31/2026</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 2,797,490.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,797,490.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 1,576,209.49</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a. 5% X \$ 1,576,209.49 Work Completed =</td> <td style="text-align: right;">\$ 78,810.47</td> </tr> <tr> <td style="padding-left: 20px;">b. _____ Stored Materials =</td> <td style="text-align: right;">_____</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 78,810.47</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 1,497,399.02</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 1,276,169.85</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 221,229.17</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$ 1,300,090.98</td> </tr> </table>		1. Original Contract Price	\$ 2,797,490.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 2,797,490.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,576,209.49	5. Retainage		a. 5% X \$ 1,576,209.49 Work Completed =	\$ 78,810.47	b. _____ Stored Materials =	_____	c. Total Retainage (Line 5.a + Line 5.b)	\$ 78,810.47	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,497,399.02	7. Less previous payments (Line 6 from prior application)	\$ 1,276,169.85	8. Amount due this application	\$ 221,229.17	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,300,090.98
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9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,300,090.98																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Warren Paving, Inc.</u> Signature: <u></u> Date: <u>8/5/26</u>																									
Recommended by Engineer By: <u></u> Title: <u>PRINCIPAL ENGINEER</u> Date: <u>8/11/26</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:		City of Bay Saint Louis										Owner's Project No.:		N/A			
Engineer:		Chiniche Engineering & Surveying										Engineer's Project No.:		15-007-007			
Contractor:		Warren Paving										Contractor's Project No.:		N/A			
Project:		Hurricane Ida Road Repairs															
Contract:		Hurricane Ida Road Repairs															
Application No.:		4		Application Period:		From		07/01/26		to		07/31/26		Application Date:		08/11/26	
A	B	C	D	E	F	1	2	G	H	I	J	K	L				
Bid Item No.	Description	Contract Information				Quantities Incorporated this Pay Application	Value of Work Incorporated this Pay Application (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)			Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
Original Contract																	
02500 A	ST, 19-mm mixture, Asphalt Pavement	450.00	Ton	\$ 205.00	\$ 92,250.00	0.00	\$ -	427.41	\$ 87,619.05	-	\$ 87,619.05	95%	\$ 4,630.95				
02500 B	ST, 9.5-mm mixture, Asphalt Pavement	14000.00	Ton	\$ 135.50	\$ 1,897,000.00	1614.40	\$ 218,751.20	9539.48	\$ 1,292,599.54	-	\$ 1,292,599.54	68%	\$ 604,400.46				
02500 C	ST, 9.5-mm mixture, Asphalt Leveling	3500.00	Ton	\$ 135.50	\$ 474,250.00	12.93	\$ 1,752.02	223.12	\$ 30,232.76	-	\$ 30,232.76	6%	\$ 444,017.24				
02500 D	ST, 9.5-mm mixture, Driveway Asphalt Pavement	90.00	Ton	\$ 212.00	\$ 19,080.00	0.00	\$ -	41.10	\$ 8,713.20	-	\$ 8,713.20	46%	\$ 10,366.80				
02500 E	Base Repair	1350.00	SY	\$ 31.00	\$ 41,850.00	0.00	\$ -	744.14	\$ 23,068.34	-	\$ 23,068.34	55%	\$ 18,781.66				
02500 F	Select Backfill	100.00	CY	\$ 26.75	\$ 2,675.00	0.00	\$ -	0.00	\$ -	-	\$ -	0%	\$ 2,675.00				
02500 G	Demolition of Pavement, all types and all thicknesses	500.00	SY	\$ 40.00	\$ 20,000.00	0.00	\$ -	202.28	\$ 8,091.20	-	\$ 8,091.20	40%	\$ 11,908.80				
02500 H	Sawcut, all types and thicknesses	3000.00	LF	\$ 8.95	\$ 26,850.00	0.00	\$ -	581.00	\$ 5,199.95	-	\$ 5,199.95	19%	\$ 21,650.05				
02500 I	Cement	50.00	Ton	\$ 275.00	\$ 13,750.00	0.00	\$ -	0.00	\$ -	-	\$ -	0%	\$ 13,750.00				
02500 J	Soil Cement-water, mixing, single pass mixers	3600.00	SY	\$ 6.55	\$ 23,580.00	0.00	\$ -	0.00	\$ -	-	\$ -	0%	\$ 23,580.00				
02500 K	Milling	3000.00	SY	\$ 8.00	\$ 24,000.00	46.20	\$ 369.60	2522.47	\$ 20,179.76	-	\$ 20,179.76	84%	\$ 3,820.24				
02500 L	Gravel Removal	50.00	CY	\$ 59.10	\$ 2,955.00	0.00	\$ -	135.46	\$ 8,005.69	-	\$ 8,005.69	271%	\$ (5,050.69)				
02500 M	Road Shoulder Stabilization	500.00	Ton	\$ 67.50	\$ 33,750.00	0.00	\$ -	0.00	\$ -	-	\$ -	0%	\$ 33,750.00				
					-		-		-		-		-				
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					-		-		-		-		-				
Original Contract Totals					\$ 2,671,990.00		\$ 220,872.82		\$ 1,483,709.49	\$ -	\$ 1,483,709.49	56%	\$ 1,188,280.51				



August 12, 2026

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

RE: 22-006 Phase 4 Bay St. Louis Lift Station Repairs Project
Pay Application 3

Dear Mayor Favre,

Please find attached Pay Application 3 for Bottom2Top, LLC in the amount of \$486,644.04 for work completed on the Lift Station Repairs Project.

This recommendation for payment is based upon intermittent site inspections of the Work, review of submitted pay quantities, and information available to the Engineer at the time of review, and as verified by the Contractor. While the Engineer has reviewed the pay application and supporting documentation in accordance with professional judgment and standard practice, Chiniche Engineering & Surveying is not retained for full-time construction inspection services. Therefore, this recommendation is based on periodic observations and available project information rather than continuous verification of all work in place and quantities claimed.

Accordingly, Pay Application 3 is recommended for payment.

Thank you for your consideration with this matter. If you have any questions or need any information, please contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E.".

Jason Chiniche, P.E.
Principal Engineer

Enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702™-1992

TO OWNER: City of Bay St Louis PROJECT: Bay St Louis Lift Station Repairs Project APPLICATION NO: 3 Distribution To: OWNER ☐
 PERIOD TO: 8/20/2026 ARCHITECT ☐
 FROM CONTRACTOR: Bottom 2 Top Construction, LLC VIA ARCHITECT: Chinichi Engineering CONTRACT DATE: CONTRACTOR ☒
 16708 Hwy 67 PROJECT NOS: 22-006 Phase 4 FIELD ☐
 Biloxi MS 39532 OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....\$ 1,175,291.89
 2. NET CHANGE BY CHANGE ORDERS.....\$ 223,562.83
 3. CONTRACT SUM TO DATE (Line 1 + 2).....\$ 1,398,854.72
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....\$ 1,398,854.72
 5. RETAINAGE:
 a. 5 % of Completed Work
 (Columns D + E on G703) \$ 69,942.74
 b. 5 % of Stored Material
 (Column F on G703) \$
 Total Retainage (Lines 5a + 5b, or Total in Column I of G703).....\$ 69,942.74
 6. TOTAL EARNED LESS RETAINAGE.....\$ 1,328,911.98
 (Line 4 minus Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$ 842,267.94
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE.....\$ 486,644.04
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$ 69,942.74

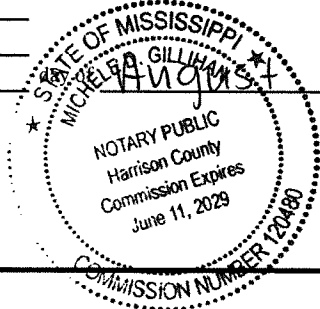
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 188091.33	\$
Total approved this month	\$ 35471.5	\$
TOTAL	\$ 223562.83	\$
NET CHANGES by Change Order	\$ 223,562.83	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bottom 2 Top Construction, LLC

By: Joseph R. Raffeo Jr. Date: 8/12/2026
 State of: Mississippi
 County of: Harrison
 Subscribed and sworn to before me this the 12
 in the year 2026

Norary Public: Michele Melina
 My commission expires: June 11, 2029



OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED THIS APPLICATION.....\$ 486,644.04

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Owner: City of Bay St Louis

By: Jason Chumley, P.E. Date: 8/12/2026
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable on ly to the Contractor named herein. Issuance, payment and acceptance of payment are with prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 8/12/2026

PERIOD TO: 8/12/2026

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	TOTAL COMPLETED & STORED TO DATE <i>(D+E+F)</i>	% ^(G ÷ C)	BALANCE TO FINISH <i>(C - G)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD				
1	Mobilization	\$21,492.00	\$21,492.00	\$0.00	\$0.00	\$21,492.00	100%	\$0.00
2	Maintenance of Traffic	\$8,640.00	\$2,160.00	\$6,480.00	\$0.00	\$8,640.00	100%	\$0.00
3	Flow Meter (14" Flow Meter with vault and 24" Flow meter with vault)	\$87,434.21	\$13,115.13	\$74,319.08	\$0.00	\$87,434.21	100%	\$0.00
4	Recondition of pumps at LS 1 Bay Oaks	\$114,546.96	\$114,546.96	\$0.00	\$0.00	\$114,546.96	100%	\$0.00
6	Repair Lift Station #44 Harbor	\$120,612.67	\$120,612.67	\$0.00	\$0.00	\$120,612.67	100%	\$0.00
7	Remove and Replace Lift Station #5 North Beach Blvd and North Second St	\$328,340.74	\$164,170.37	\$164,170.37	\$0.00	\$328,340.74	100%	\$0.00
8	Alt. 002 LS #2 South Beach BLVD	\$140,085.08	\$140,085.08	\$0.00	\$0.00	\$140,085.08	100%	\$0.00
9	Alt. 008 Repair Lift Station #23 Old Spanish Trail	\$84,954.54	\$84,954.54	\$0.00	\$0.00	\$84,954.54	100%	\$0.00
10	Alt 009 Repair Lift Station#24 Suebe St	\$84,954.54	\$84,954.54	\$0.00	\$0.00	\$84,954.54	100%	\$0.00
11	Alt 011 Repair Lift Station #28 HWY 90/ Bailey Lumber	\$88,412.70	\$0.00	\$88,412.70	\$0.00	\$88,412.70	100%	\$0.00
12	Alt 013 Repair Lift Station #30 Drinkwater/ Green Meadow Dr	\$84,954.54	\$84,954.54	\$0.00	\$0.00	\$84,954.54	100%	\$0.00

Alt 014 Installation and Connection of Generator Plug								Item # j.
		\$10,863.91	\$0.00	\$10,863.91	\$0.00	\$10,863.91		\$0.00
13	LS 2 Additional Piping for WetWell	\$8,572.00	\$8,572.00	\$0.00	\$0.00	\$8,572.00	100%	\$0.00
14	LS 1 Installation of 2 Check Valves	\$46,980.00	\$46,980.00	\$0.00	\$0.00	\$46,980.00	100%	\$0.00
15	LS 28 and LS 30 Remove Existing Liner and Reinstall New Liner	\$118,812.30	\$0.00	\$118,812.30	\$0.00	\$118,812.30	100%	\$0.00
16	New Transfer Stitch at LS at Hollywood Casino	\$13,727.03	\$0.00	\$13,727.03	\$0.00	\$13,727.03	100%	\$0.00
18	LS 2 Remove Liner	\$35,471.50	\$0.00	\$35,471.50	\$0.00	\$35,471.50	100%	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	GRAND TOTAL	\$1,398,854.72	\$886,597.83	\$512,256.89	\$0.00	\$1,398,854.72	100%	\$0.00

ITEM	Quantity	UOM	Unit Cost	Previous Quantit	Current Quant	Total to Date	Dollar Amount to Date	Percentage Complete		
Mobilization	1	LS	\$ 21,492.00	1		1	\$ 21,492.00	100%	\$	21,492.00
Maintenance of Traffic	1	LS	\$ 8,640.00	0.25	0.75	1	\$ 8,640.00	100%	\$	8,640.00
Flow Meter (14" Flow Meter with vault and 24" Flow meter with vault)	1.00	LS	\$ 87,434.21	0.15	0.85	1	\$ 87,434.21	100%	\$	87,434.21
Recondition of pumps at LS 1 Bay Oaks	1.00	LS	\$ 114,546.96	1		1	\$ 114,546.96	100%	\$	114,546.96
Repair Lift Station #44 Harbor	1	LS	\$ 120,612.67	1		1	\$ 120,612.67	100%	\$	120,612.67
Remove and Replace Lift Station #5 North Beach Blvd and North Second St	1	LS	\$ 328,340.74	0.5	0.5	1	\$ 328,340.74	100%	\$	328,340.74
Alt. 002 LS #2 South Beach BLVD	1	LS	\$ 140,085.08	1		1	\$ 140,085.08	100%	\$	140,085.08
Alt. 008 Repair Lift Station #23 Old Spanish Trail	1	LS	\$ 84,954.54	1		1	\$ 84,954.54	100%	\$	84,954.54
Alt 009 Repair Lift Station#24 Suebe St	1	LS	\$ 84,954.54	1		1	\$ 84,954.54	100%	\$	84,954.54
Alt 011 Repair Lift Station #28 HWY 90/ Bailey Lumber	1	LS	\$ 88,412.70	0	1	1	\$ 88,412.70	100%	\$	88,412.70
Alt 013 Repair Lift Station #30 Drinkwater/ Green Meadow Dr	1	LS	\$ 84,954.54	1		1	\$ 84,954.54	100%	\$	84,954.54
Alt 014 Installation and Connection of Generator Plug	1.00	LS	\$ 10,863.91	0	1	1	\$ 10,863.91	100%	\$	10,863.91
LS 2 Additional Piping for WetWell	1	LS	\$ 8,572.00	1		1	\$ 8,572.00	100%	\$	8,572.00
LS 1 Installation of 2 Check Valves	1	LS	\$ 46,980.00	1		1	\$ 46,980.00	100%	\$	46,980.00
LS 28 and LS 30 Remove Existing Liner and Reinstall New Liner	1	LS	\$ 118,812.30	0	1	1	\$ 118,812.30	100%	\$	118,812.30
New Transfer Stitch at LS at Hollywood Casino	1	LS	\$ 13,727.03	0	1	1	\$ 13,727.03	100%	\$	13,727.03
LS 2 Remove Liner	1	LS	\$ 35,471.50	0	1	1	\$ 35,471.50	100%	\$	35,471.50
				0		0	\$ -	#DIV/0!	\$	-
				0		0	\$ -	#DIV/0!	\$	-
				0		0	\$ -	#REF!	\$	-
						\$ -	\$ -	#VALUE!	\$	-
TOTALS			\$ 1,398,854.72				\$ 1,398,854.72	100%	\$	1,398,854.72

STATE OF MISSISSIPPI
COUNTY OF Harrison

INTERIM WAIVER AND RELEASE UPON PAYMENT

THE UNDERSIGNED mechanic and/or materialman has been employed by City of Bay St Louis to furnish labor and services or materials for the construction improvements known as Phase 4 Lift Station Repair, which is located in the Hancock County, First Judicial District, Mississippi, and is owned by City of Bay St Louis, a Mississippi limited liability company, and more particularly described as follows:

SEE EXHIBIT ATTACHED

Upon the receipt of the sum of \$ 486,644.04 the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property of any rights against any labor and/or material bond through the date of August 12 th, 2026 and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

Sworn to and subscribed before me, this the 12 th day of August, 2026.

Bottom 2 Top Construction, LLC Contractor

By Joseph R Raffeo Jr.

Its: Owner

NOTICE: WHEN YOU EXECUTE THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATED STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

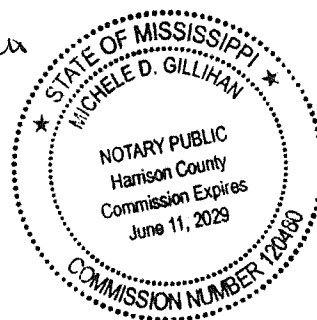
STATE OF MississippiCOUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12 th day of August 2026, within my jurisdiction, the within named Joseph Raffeo, Jr who acknowledged to me that he is Owner of Bottom 2 Top Construction LLC, a corporation/limited liability company/sole proprietorship, and that for and on of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

Michele *Gillihan*

My Commission Expires:

June 11, 2029



August 12, 2026

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

RE: 22-006 Phase 4 Bay St. Louis Lift Station Repairs Project
Pay Application 4 – Retainage

Dear Mayor Favre,

Please find attached Pay Application 4- Retainage for Bottom2Top, LLC in the amount of \$69,942.74 for work completed on the Lift Station Repairs Project.

Pay Application 4 - Retainage is recommended for payment upon submission and acceptance of all requested closeout documents by the City.

Please let me know if you have any questions or require any additional information. Please contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E." in a cursive style.

Jason Chiniche, P.E.
Principal Engineer

Enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702™-1992

TO OWNER: City of Bay St Louis

PROJECT: Bay St Louis Lift Station Repairs Project

APPLICATION NO: 4-Final

Distribution To:

PERIOD TO: 8/20/2026

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

FROM CONTRACTOR: Bottom 2 Top Construction, LLC VIA ARCHITECT: Chinichi Engineering
 16708 Hwy 67
 Biloxi MS 39532

CONTRACT DATE:

CONTRACTOR ☒

PROJECT NOS: 22-006 Phase 4

FIELD ☐OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 1,175,291.89
2. NET CHANGE BY CHANGE ORDERS.....	\$ 223,562.83
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,398,854.72
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,398,854.72
5. RETAINAGE:	
a. _____ % of Completed Work (Columns D + E on G703)	\$ _____
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00
6. Total EARNED LESS RETAINAGE..... (Line 4 minus Line 5 Total)	\$ 1,398,854.72
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$ 1,328,911.98
8. CURRENT PAYMENT DUE.....	\$ 69,942.74
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 188091.33	\$
Total approved this month	\$ 35471.5	\$
TOTAL	\$ 223562.83	\$
NET CHANGES by Change Order	\$ 223,562.83	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bottom 2 Top Construction, LLC

By: Joseph P. Rappeo Jr.Date: 8/12/2026State of: MississippiCounty of: HarrisonSubscribed and sworn to before me this the 12 day of Augustin the year 2026.Notary Public: Michelle D. GillihanMy commission expires: June 11, 2029

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED THIS APPLICATION..... \$ 69,942.74

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Owner: City of Bay St Louis

By: Xaron Church, P.E.Date: 8/12/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable on ly to the Contractor named herein. Issuance, payment and acceptance of payment are with prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009,
Application and Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4- Final

APPLICATION DATE: 8/12/2026

PERIOD TO: 8/12/2026

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Mobilization	\$21,492.00	\$21,492.00	\$0.00	\$0.00	\$21,492.00	100%	\$0.00
2	Maintenance of Traffic	\$8,640.00	\$8,640.00	\$0.00	\$0.00	\$8,640.00	100%	\$0.00
3	Flow Meter (14" Flow Meter with vault and 24" Flow meter with vault)	\$87,434.21	\$87,434.21	\$0.00	\$0.00	\$87,434.21	100%	\$0.00
4	Recondition of pumps at LS 1 Bay Oaks	\$114,546.96	\$114,546.96	\$0.00	\$0.00	\$114,546.96	100%	\$0.00
6	Repair Lift Station #44 Harbor	\$120,612.67	\$120,612.67	\$0.00	\$0.00	\$120,612.67	100%	\$0.00
7	Remove and Replace Lift Station #5 North Beach Blvd and North Second St	\$328,340.74	\$328,340.74	\$0.00	\$0.00	\$328,340.74	100%	\$0.00
8	Alt. 002 LS #2 South Beach BLVD	\$140,085.08	\$140,085.08	\$0.00	\$0.00	\$140,085.08	100%	\$0.00
9	Alt. 008 Repair Lift Station #23 Old Spanish Trail	\$84,954.54	\$84,954.54	\$0.00	\$0.00	\$84,954.54	100%	\$0.00
10	Alt 009 Repair Lift Station #24 Suebe St	\$84,954.54	\$84,954.54	\$0.00	\$0.00	\$84,954.54	100%	\$0.00
11	Alt 011 Repair Lift Station #28 HWY 90/ Bailey Lumber	\$88,412.70	\$88,412.70	\$0.00	\$0.00	\$88,412.70	100%	\$0.00
12	Alt 013 Repair Lift Station #30 Drinkwater/ Green Meadow Dr	\$84,954.54	\$84,954.54	\$0.00	\$0.00	\$84,954.54	100%	\$0.00

	Alt 014 Installation and Connection of Generator Plug	\$10,863.91	\$10,863.91	\$0.00	\$0.00	\$10,863.91		\$0.00
13	LS 2 Additional Piping for WetWell	\$8,572.00	\$8,572.00	\$0.00	\$0.00	\$8,572.00	100%	\$0.00
14	LS 1 Installation of 2 Check Valves	\$46,980.00	\$46,980.00	\$0.00	\$0.00	\$46,980.00	100%	\$0.00
15	LS 28 and LS 30 Remove Existing Liner and Reinstall New Liner	\$118,812.30	\$118,812.30	\$0.00	\$0.00	\$118,812.30	100%	\$0.00
16	New Transfer Stitch at LS at Hollywood Casino	\$13,727.03	\$13,727.03	\$0.00	\$0.00	\$13,727.03	100%	\$0.00
18	LS 2 Remove Liner	\$35,471.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$35,471.50
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	GRAND TOTAL	\$1,398,854.72	\$1,363,383.22	\$0.00	\$0.00	\$1,363,383.22	97%	\$35,471.50

ITEM	Quantity	UOM	Unit Cost	Previous Quantit	Current Qua	Total to Da	Dollar Amount to Date	Percentage Complete		
Mobilization	1	LS	\$ 21,492.00	1		1	\$ 21,492.00	100%	\$	21,492.00
Maintenance of Traffic	1	LS	\$ 8,640.00	1		1	\$ 8,640.00	100%	\$	8,640.00
Flow Meter (14" Flow Meter with vault and 24" Flow meter with vault)	1.00	LS	\$ 87,434.21	1		1	\$ 87,434.21	100%	\$	87,434.21
Recondition of pumps at LS 1 Bay Oaks	1.00	LS	\$ 114,546.96	1		1	\$ 114,546.96	100%	\$	114,546.96
Repair Lift Station #44 Harbor	1	LS	\$ 120,612.67	1		1	\$ 120,612.67	100%	\$	120,612.67
Remove and Replace Lift Station #5 North Beach Blvd and North Second St	1	LS	\$ 328,340.74	1		1	\$ 328,340.74	100%	\$	328,340.74
Alt. 002 LS #2 South Beach BLVD	1	LS	\$ 140,085.08	1		1	\$ 140,085.08	100%	\$	140,085.08
Alt. 008 Repair Lift Station #23 Old Spanish Trail	1	LS	\$ 84,954.54	1		1	\$ 84,954.54	100%	\$	84,954.54
Alt 009 Repair Lift Station#24 Suebe St	1	LS	\$ 84,954.54	1		1	\$ 84,954.54	100%	\$	84,954.54
Alt 011 Repair Lift Station #28 HWY 90/ Bailey Lumber	1	LS	\$ 88,412.70	1		1	\$ 88,412.70	100%	\$	88,412.70
Alt 013 Repair Lift Station #30 Drinkwater/ Green Meadow Dr	1	LS	\$ 84,954.54	1		1	\$ 84,954.54	100%	\$	84,954.54
Alt 014 Installation and Connection of Generator Plug	1.00	LS	\$ 10,863.91	1		1	\$ 10,863.91	100%	\$	10,863.91
LS 2Additional Piping for WetWell	1	LS	\$ 8,572.00	1		1	\$ 8,572.00	100%	\$	8,572.00
LS 1 Installation of 2 Check Valves	1	LS	\$ 46,980.00	1		1	\$ 46,980.00	100%	\$	46,980.00
LS 28 and LS 30 Remove Existing Liner and Reinstall New Liner	1	LS	\$ 118,812.30	1		1	\$ 118,812.30	100%	\$	118,812.30
New Transfer Stitch at LS at Hollywood Casino	1	LS	\$ 13,727.03	1		1	\$ 13,727.03	100%	\$	13,727.03
LS 2 Remove Liner	1	LS	\$ 35,471.50	1		1	\$ 35,471.50	100%	\$	35,471.50
				0		0	\$ -	#DIV/O!	\$	-
				0		0	\$ -	#DIV/O!	\$	-
				0		0	\$ -	#REF!	\$	-
						\$ -	#VALUE!	\$	-	
TOTALS			\$ 1,398,854.72				\$ 1,398,854.72	100%	\$	1,398,854.72

[illegible]



August 13, 2026

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

RE: Pay Application 18
Bay St. Louis Citywide Sewer Improvements Project
22-006 Phase 2

Dear Mayor Favre,

Please find attached Pay Application No. 18 for BLD Services, LLC in the amount of \$292,814.23 for work completed on the Bay St. Louis Citywide Sewer Improvements Project.

This recommendation for payment is based upon intermittent site inspections of the Work, review of submitted pay quantities, and information available to the Engineer at the time of review, and as verified by the Contractor. While the Engineer has reviewed the pay application and supporting documentation in accordance with professional judgment and standard practice, Chiniche Engineering & Surveying is not retained for full-time construction inspection services. Therefore, this recommendation is based on periodic observations and available project information rather than continuous verification of all work in place and quantities claimed.

Accordingly, Pay Application No. 18 is recommended for payment.

Thank you for your consideration with this matter. If you have any questions or need any information, please contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E.".

Jason Chiniche, PE
Principal Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

[Instructions on reverse side]

Page One of Two Pages

Item # 1.

TO (Owner):

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

PROJECT:

Bay St.. Louis Citywide Sewer Improvement Project

APPLICATION NO: #

18

PERIOD :

07/01/26 - 08/12/26

Distribution to:

☒ OWNER
☐ ARCHITECT

☐ CONTRACTOR

FROM (CONTRACTOR):

BLD Services, LLC
2424 Tyler Street
Kenner, LA 70062

VIA**(ARCHITECT):**

Contract # 20111041-02

CONTRACT FOR: Bay St. Louis, MS**CONTRACT DATE:** 01/04/25**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner, TOTAL		
Approved this Month		
1	\$ 97,150.00	
2	\$ 126,679.40	
3	\$ 258,750.00	
4	\$ -	
5	\$ 145,300.00	
6	\$ 45,000.00	
TOTALS	\$ 672,879.40	\$ -
Net change by Change Orders	\$ 672,879.40	

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BLD Services, LLC

By: Jacob Trapani, Vice President Date: 8/13/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	\$ 3,058,457.00
2. Net change by Change Orders	\$ 672,879.40
3. CONTRACT SUM TO DATE (Line 1±2)	\$ 3,731,336.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,962,839.40
5. RETAINAGE:	
a. 5 % Of Completed Work (Column D+E on G703)	\$ 198,141.97
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$ 198,141.97
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 3,764,697.43
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,471,883.20
8. CURRENT PAYMENT DUE	\$ 292,814.23
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ (33,361.03)

State of: **LOUISIANA** County of: **Jefferson**Subscribed and sworn to before me this 13th date of August 2026

Notary Public:

My Commission expires: AT DEATH**AMOUNT CERTIFIED** **\$292,814.23**

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: James Chirico, P.E. Date: 8/13/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 18
 APPLICATION DATE: 4/30/2026
 PERIOD TO: 07/01/26 - 08/12/26

A					C		D		E	F		G		H	I
Contract Item No.	DESCRIPTION OF WORK	Unit	Qty	Unit Price	Scheduled Value	Previous Qty	Previous Invoice	QTY THIS PERIOD	BILLED THIS PERIOD	Qty to Date	TOTAL BILLED TO DATE (D+E+F)	% Complete	Balance to Finish (C-G)	Retainage Amount	
Base Bid															
01500-A	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	0.50	\$ 17,500.00	0.50	\$ 17,500.00	1.0	\$ 35,000.00	100.00%	\$ -	\$ 1,750.00	
01510-A	Maintenance of Traffic	LS	1	\$ 35,000.00	\$ 35,000.00		\$ -	1.00	\$ 35,000.00	1.0	\$ 35,000.00	100.00%	\$ -	\$ 1,750.00	
02020-A	Construction Entrance	LS	1	\$ 35,000.00	\$ 35,000.00		\$ -		\$ -		\$ -	0.00%	\$ 35,000.00	\$ -	
02020-B	Silt Fence	LF	200	\$ 3.00	\$ 600.00		\$ -		\$ -		\$ -	0.00%	\$ 600.00	\$ -	
02020-C	Straw Wattles	LF	500	\$ 3.00	\$ 1,500.00		\$ -		\$ -		\$ -	0.00%	\$ 1,500.00	\$ -	
02400-A	Select Backfill	CY	3000	\$ 25.00	\$ 75,000.00		\$ -		\$ -		\$ -	0.00%	\$ 75,000.00	\$ -	
02400-B	Point Repair For Existing Sewer Main - 6" Diameter, <6' Depth, up to 5' in length	EA	2	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00		\$ -	2.0	\$ 12,000.00	100.00%	\$ -	\$ 600.00	
02400-B1	Point Repair For Existing Sewer Main - 6" Diameter, <6' Depth, additional footage beyond 5' in length	LF	1	\$ 150.00	\$ 150.00		\$ -		\$ -		\$ -	0.00%	\$ 150.00	\$ -	
02400-C	Point Repair For Existing Sewer Main - 8" Diameter, <6' Depth, up to 5' in length	EA	22	\$ 7,200.00	\$ 158,400.00	7.00	\$ 50,400.00		\$ -	7.0	\$ 50,400.00	31.82%	\$ 108,000.00	\$ 2,520.00	
02400-C1	Point Repair For Existing Sewer Main - 8" Diameter, <6' Depth, additional footage beyond 5' in length	LF	1	\$ 2.00	\$ 2.00	15.00	\$ 30.00		\$ -	15.0	\$ 30.00	1500.00%	\$ (28.00)	\$ 1.50	
02400-D	Point Repair For Existing Sewer Main - 8" Diameter, 6' To 8' Depth, up to 5' in length	EA	15	\$ 8,200.00	\$ 123,000.00	11.00	\$ 90,200.00		\$ -	11.0	\$ 90,200.00	73.33%	\$ 32,800.00	\$ 4,510.00	
02400-D1	Point Repair For Existing Sewer Main - 8" Diameter, 6' To 8' Depth, additional footage beyond 5' in length	LF	1	\$ 210.00	\$ 210.00	27.00	\$ 5,670.00		\$ -	27.0	\$ 5,670.00	2700.00%	\$ (5,460.00)	\$ 283.50	
02400-E	Point Repair For Existing Sewer Main - 8" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	6	\$ 10,200.00	\$ 61,200.00	3.00	\$ 30,600.00		\$ -	3.0	\$ 30,600.00	50.00%	\$ 30,600.00	\$ 1,530.00	
02400-E1	Point Repair For Existing Sewer Main - 8" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	1	\$ 250.00	\$ 250.00	6.00	\$ 1,500.00		\$ -	6.0	\$ 1,500.00	600.00%	\$ (1,250.00)	\$ 75.00	
02400-F	Point Repair For Existing Sewer Main - 8" Diameter, >10' Depth, up to 5' in length	EA	2	\$ 12,000.00	\$ 24,000.00		\$ -		\$ -		\$ -	0.00%	\$ 24,000.00	\$ -	
02400-F1	Point Repair For Existing Sewer Main - 8" Diameter, >10' Depth, additional footage beyond 5' in length	LF	1	\$ 250.00	\$ 250.00		\$ -		\$ -		\$ -	0.00%	\$ 250.00	\$ -	
02400-G	Point Repair For Existing Sewer Main - 10" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	1	\$ 11,000.00	\$ 11,000.00	3.00	\$ 33,000.00		\$ -	3.0	\$ 33,000.00	300.00%	\$ (22,000.00)	\$ 1,650.00	
02400-G1	Point Repair For Existing Sewer Main - 10" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	1	\$ 220.00	\$ 220.00		\$ -		\$ -		\$ -	0.00%	\$ 220.00	\$ -	
02400-H	Point Repair For Existing Sewer Main - 10" Diameter, >10' Depth, up to 5' in length	EA	4	\$ 13,000.00	\$ 52,000.00	2.00	\$ 26,000.00		\$ -	2.0	\$ 26,000.00	50.00%	\$ 26,000.00	\$ 1,300.00	
02400-H1	Point Repair For Existing Sewer Main - 10" Diameter, >10' Depth, additional footage beyond 5' in length	LF	1	\$ 250.00	\$ 250.00	12.00	\$ 3,000.00		\$ -	12.0	\$ 3,000.00	1200.00%	\$ (2,750.00)	\$ 150.00	
02400-I	Point Repair For Existing Sewer Main - 12" Diameter, >10' Depth, up to 5' in length	EA	1	\$ 11,500.00	\$ 11,500.00		\$ -		\$ -		\$ -	0.00%	\$ 11,500.00	\$ -	
02400-I1	Point Repair For Existing Sewer Main - 12" Diameter, >10' Depth, additional footage beyond 5' in length	LF	1	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -	0.00%	\$ 300.00	\$ -	
02400-J	Point Repair For Existing Sewer Main - 18" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	1	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00		\$ -	1.0	\$ 13,000.00	100.00%	\$ -	\$ 650.00	
02400-J1	Point Repair For Existing Sewer Main - 18" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	1	\$ 320.00	\$ 320.00		\$ -		\$ -		\$ -	0.00%	\$ 320.00	\$ -	
02400-K	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, up to 5' in length	EA	1	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00		\$ -	1.0	\$ 14,000.00	100.00%	\$ -	\$ 700.00	
02400-K1	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, additional footage beyond 5' in length	LF	1	\$ 340.00	\$ 340.00	5.00	\$ 1,700.00		\$ -	5.0	\$ 1,700.00	500.00%	\$ (1,360.00)	\$ 85.00	
02400-L	Point Repair For Existing Sewer Main - 24" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	1	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -		\$ -	0.00%	\$ 15,000.00	\$ -	
02400-L1	Point Repair For Existing Sewer Main - 24" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	1	\$ 400.00	\$ 400.00		\$ -		\$ -		\$ -	0.00%	\$ 400.00	\$ -	
02400-M	Point Repair For Existing Sewer Main - 24" Diameter, >10' Depth, up to 5' in length	EA	1	\$ 17,000.00	\$ 17,000.00		\$ -		\$ -		\$ -	0.00%	\$ 17,000.00	\$ -	
02400-M1	Point Repair For Existing Sewer Main - 24" Diameter, >10' Depth, additional footage beyond 5' in length	LF	1	\$ 600.00	\$ 600.00		\$ -		\$ -		\$ -	0.00%	\$ 600.00	\$ -	
02400-N	Manhole Lid Adjustment	EA	20	\$ 610.00	\$ 12,200.00	46.00	\$ 28,060.00	1.00	\$ 610.00	47.0	\$ 28,670.00	235.00%	\$ (16,470.00)	\$ 1,433.50	
02460-A	6" Cured-In-Place Pipe (CIPP)	LF	910	\$ 42.50	\$ 38,675.00		\$ -		\$ -		\$ -	0.00%	\$ 38,675.00	\$ -	
02460-B	8" Cured-In-Place Pipe (CIPP)	LF	32524	\$ 40.50	\$ 1,317,222.00	32386.00	\$ 1,311,633.00	689.00	\$ 27,904.50	33075.0	\$ 1,339,537.50	101.69%	\$ (22,315.50)	\$ 66,976.88	
02460-C	10" Cured-In-Place	LF	9785	\$ 41.00	\$ 400,365.00	10110.00	\$ 414,510.00		\$ -	10110.0	\$ 414,510.00	103.53%	\$ (14,145.00)	\$ 20,725.50	
02460-D	12" Cured-In-Place	LF	2713	\$ 51.00	\$ 138,363.00	1777.00	\$ 90,627.00		\$ -	1777.0	\$ 90,627.00	65.50%	\$ 47,736.00	\$ 4,531.35	
02460-E	24" Cured-In-Place	LF	828	\$ 130.00	\$ 107,640.00	1189.00	\$ 154,570.00		\$ -	1189.0	\$ 154,570.00	143.60%	\$ (46,930.00)	\$ 7,728.50	
Additive Alternate Bid															
01500-A	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.0	\$ 15,000.00	100.00%	\$ -	\$ 750.00	
01510-A	Maintenance Of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.0	\$ 15,000.00	100.00%	\$ -	\$ 750.00	
02552-A	Manhole Protective Coating	VF	853	\$ 350.00	\$ 298,550.00	2895.53	\$ 1,013,435.50	222.30	\$ 77,805.00	3117.83	\$ 1,091,240.50	365.51%	\$ (792,690.50)	\$ 54,562.03	
02552-B	Frame Grouting	EA	71	\$ 250.00	\$ 17,750.00		\$ -		\$ -		\$ -	0.00%	\$ 17,750.00	\$ -	
02552-C	Bench Repair	EA	4	\$ 50.00	\$ 200.00		\$ -		\$ -		\$ -	0.00%	\$ 200.00	\$ -	
	Subtotal:				\$ 3,058,457.00		\$ 3,341,435.50		\$ 158,819.50		\$ 3,500,255.00		\$ (441,798.00)	\$ 175,012.75	
	TOTAL				\$ 3,058,457.00		\$ 3,341,435.50		\$ 158,819.50		\$ 3,500,255.00	114.45%	\$ (441,798.00)	\$ 175,012.75	
	Change Order														
1	CIPP Lateral Set Up	EA	10	\$ 1,500.00	\$ 15,000.00	5.00	\$ 7,500.00	1.00	\$ 1,500.00	6.0	\$ 9,000.00	60.00%	\$ 6,000.00	\$ 450.00	
1	Lateral CCTV	EA	10	\$ 525.00	\$ 5,250.00	12.00	\$ 6,300.00		\$ -	12.0	\$ 6,300.00	120.00%	\$ (1,050.00)	\$ 315.00	
1	4"- 6" Lateral on 8" Mainline	EA	2	\$ 3,950.00	\$ 7,900.00	5.00	\$ 19,750.00		\$ -	5.0	\$ 19,750.00	250.00%	\$ (11,850.00)	\$ 987.50	
1	4"- 6" Lateral on 10" Mainline	EA	2	\$ 4,350.00	\$ 8,700.00		\$ -		\$ -		\$ -	0.00%	\$ 8,700.00	\$ -	
1	4"- 6" Lateral on 12" Mainline	EA	2	\$ 5,000.00	\$ 10,000.00		\$ -		\$ -		\$ -	0.00%	\$ 10,000.00	\$ -	
1	4"- 6" Lateral on 15" Mainline	EA	2	\$ 6,200.00	\$ 12,400.00		\$ -		\$ -		\$ -	0.00%	\$ 12,400.00	\$ -	
1	4"- 6" Lateral on 18" Mainline	EA	2	\$ 6,950.00	\$ 13,900.00		\$ -		\$ -		\$ -	0.00%	\$ 13,900.00	\$ -	
1	Additional Footage Beyond 25'	LF	100	\$ 50.00	\$ 5,000.00	19.00	\$ 950.00		\$ -	19.0	\$ 950.00	19.00%	\$ 4,050.00	\$ 47.50	
1	Additional Sewer Mainline CCTV	LF	4000	\$ 4.00	\$ 16,000.00	18351.00	\$ 73,404.00	689.00	\$ 2,756.00	19040.0	\$ 76,160.00	476.00%	\$ (60,160.00)	\$ 3,808.00	
1	Protruding Tap/Obstruction Removal	EA	10	\$ 300.00	\$ 3,000.00		\$ -		\$ -		\$ -	0.00%	\$ 3,000.00	\$ -	
2	Sewer Force Main Repairs	LS	1	\$ 126,679.40	\$ 126,679.40	1.00	\$ 126,679.40		\$ -	1.0	\$ 126,679.40	100.00%	\$ -	\$ 6,333.97	
3.1	Manhole Locates	EA	50	\$ 250.00	\$ 12,500.00	43.00	\$ 10,750.00		\$ -	43.0	\$ 10,750.00	86.00%	\$ 1,750.00	\$ 537.50	
3.2	Remove & Replace Manhole Cone	EA	10	\$ 5,000.00	\$ 50,000.00	1.00	\$ 5,000.00		\$ -	1.0	\$ 5,000.00	10.00%	\$ 45,000.00	\$ 250.00	
3.3	Remove & Replace Manhole Wall	VF	5	\$ 50.00	\$ 250.00		\$ -		\$ -		\$ -	0.00%	\$ 250.00	\$ -	
3.4	Replace MH Cover & Casting	EA	15	\$ 3,500.00	\$ 52,500.00	3.00	\$ 10,500.00		\$ -	3.0	\$ 10,500.00	20.00%	\$ 42,000.00	\$ 525.00	
3.5	Remove & Replace Asphaltic Concrete Roadway	SY	500	\$ 225.00	\$ 112,500.00	68.20	\$ 15,345.00	6.00	\$ 1,350.00	74.2	\$ 16,695.00	14.84%	\$ 95,805.00	\$ 834.75	
3.6	Slab Sodding	SY	500	\$ 10.00	\$ 5,000.00		\$ -		\$ -		\$ -	0.00%	\$ 5,000.00	\$ -	
3.7	Expose Manhole Only	EA	20	\$ 1,000.00	\$ 20,000.00	37.00	\$ 37,000.00		\$ -	37.0	\$ 37,000.00	185.00%	\$ (17,000.00)	\$ 1,850.00	
3.8	Protruding Tap Removal	EA	20	\$ 300.00	\$ 6,000.00		\$ -		\$ -		\$ -	0.00%	\$ 6,000.00	\$ -	
5	New Manhole Installation (Main St & S Necaise)	LS	1	\$ 69,050.00	\$ 69,050.00		\$ -	1.00	\$ 69,050.00	1.0	\$ 69,050.00	100.00%	\$ -	\$ 3,452.50	
5	Sewer Mainline Repairs - S Necaise (Approx 20LF Sewer Point Repair)	EA	1	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00	1.0	\$ 15,000.00	100.00%	\$ -	\$ 750.00	
5	Sew														



August 13, 2026

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

RE: Pay Application 19 Retainage
Bay St. Louis Citywide Sewer Improvements Project
22-006 Phase 2

Dear Mayor Favre,

Please find attached Pay Application No. 19 Retainage for BLD Services, LLC in the amount of \$198,141.97 for work completed on the Bay St. Louis Citywide Sewer Improvements Project.

Pay Application 19 - Retainage is recommended for payment upon submission and acceptance of all requested closeout documents by the City.

Thank you for your consideration with this matter. If you have any questions or need any information, please contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E.".

Jason Chiniche, PE
Principal Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

[Instructions on reverse side]

Page One of Two Pages

Item # m.

TO (Owner):

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

PROJECT:

Bay St.. Louis Citywide Sewer Improvement Project

APPLICATION NO: # 19 - FINAL

PERIOD : 03/01/25 - 08/12/26

Distribution to:

☒ OWNER
☐ ARCHITECT

☐ CONTRACTOR

Contract # 20111041-02

CONTRACT FOR: Bay St. Louis, MS

CONTRACT DATE: 01/04/25

FROM (CONTRACTOR):

BLD Services, LLC
2424 Tyler Street
Kenner, LA 70062

VIA

(ARCHITECT):

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner, TOTAL		
Approved this Month		
1	\$ 97,150.00	
2	\$ 126,679.40	
3	\$ 258,750.00	
4	\$ -	
5	\$ 145,300.00	
6	\$ 45,000.00	
TOTALS	\$ 672,879.40	\$ -
Net change by Change Orders	\$ 672,879.40	

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BLD Services, LLC

By: Jacob Trapani, Vice President Date: 8/13/2026

1. ORIGINAL CONTRACT SUM	\$ 3,058,457.00
2. Net change by Change Orders	\$ 672,879.40
3. CONTRACT SUM TO DATE (Line 1±2)	\$ 3,731,336.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,962,839.40
5. RETAINAGE:	
a. 0 % Of Completed Work (Column D+E on G703)	\$ -
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 3,962,839.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,764,697.43
8. CURRENT PAYMENT DUE	\$ 198,141.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	

State of: **LOUISIANA** County of: **Jefferson**Subscribed and sworn to before me this 13th date of August 2026

Notary Public:

My Commission expires: AT DEATH

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$198,141.97

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: James Chirico, P.E. Date: 8/13/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 19
 APPLICATION DATE: 8/13/2026
 PERIOD TO: 03/01/25 - 08/12/26

A					C		D		E	F	G		H	I
Contract Item No.	DESCRIPTION OF WORK	Unit	Qty	Unit Price	Scheduled Value	Previous Qty	Previous Invoice	QTY THIS PERIOD	BILLED THIS PERIOD	Qty to Date	TOTAL BILLED TO DATE (D+E+F)	% Complete	Balance to Finish (C-G)	Retainage Amount
Base Bid														
01500-A	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	0.50	\$ 17,500.00	0.50	\$ 17,500.00	1.0	\$ 35,000.00	100.00%	\$ -	\$ 1,750.00
01510-A	Maintenance of Traffic	LS	1	\$ 35,000.00	\$ 35,000.00		\$ -	1.00	\$ 35,000.00	1.0	\$ 35,000.00	100.00%	\$ -	\$ 1,750.00
02020-A	Construction Entrance	LS	0	\$ 35,000.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02020-B	Silt Fence	LF	0	\$ 3.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02020-C	Straw Wattles	LF	0	\$ 3.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-A	Select Backfill	CY	0	\$ 25.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-B	Point Repair For Existing Sewer Main - 6" Diameter, <6" Depth, up to 5' in length	EA	2	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00		\$ -	2.0	\$ 12,000.00	100.00%	\$ -	\$ 600.00
02400-B1	Point Repair For Existing Sewer Main - 6" Diameter, <6" Depth, additional footage beyond 5' in length	LF	0	\$ 150.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-C	Point Repair For Existing Sewer Main - 8" Diameter, <6" Depth, up to 5' in length	EA	7	\$ 7,200.00	\$ 50,400.00	7.00	\$ 50,400.00		\$ -	7.0	\$ 50,400.00	100.00%	\$ -	\$ 2,520.00
02400-C1	Point Repair For Existing Sewer Main - 8" Diameter, <6" Depth, additional footage beyond 5' in length	LF	15	\$ 2.00	\$ 30.00	15.00	\$ 30.00		\$ -	15.0	\$ 30.00	100.00%	\$ -	\$ 1.50
02400-D	Point Repair For Existing Sewer Main - 8" Diameter, 6" To 8" Depth, up to 5' in length	EA	11	\$ 8,200.00	\$ 90,200.00	11.00	\$ 90,200.00		\$ -	11.0	\$ 90,200.00	100.00%	\$ -	\$ 4,510.00
02400-D1	Point Repair For Existing Sewer Main - 8" Diameter, 6" To 8" Depth, additional footage beyond 5' in length	LF	27	\$ 210.00	\$ 5,670.00	27.00	\$ 5,670.00		\$ -	27.0	\$ 5,670.00	100.00%	\$ -	\$ 283.50
02400-E	Point Repair For Existing Sewer Main - 8" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	3	\$ 10,200.00	\$ 30,600.00	3.00	\$ 30,600.00		\$ -	3.0	\$ 30,600.00	100.00%	\$ -	\$ 1,530.00
02400-E1	Point Repair For Existing Sewer Main - 8" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	6	\$ 250.00	\$ 1,500.00	6.00	\$ 1,500.00		\$ -	6.0	\$ 1,500.00	100.00%	\$ -	\$ 75.00
02400-F	Point Repair For Existing Sewer Main - 8" Diameter, >10' Depth, up to 5' in length	EA	0	\$ 12,000.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-F1	Point Repair For Existing Sewer Main - 8" Diameter, >10' Depth, additional footage beyond 5' in length	LF	0	\$ 250.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-G	Point Repair For Existing Sewer Main - 10" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	3	\$ 11,000.00	\$ 33,000.00	3.00	\$ 33,000.00		\$ -	3.0	\$ 33,000.00	100.00%	\$ -	\$ 1,650.00
02400-G1	Point Repair For Existing Sewer Main - 10" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	0	\$ 220.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-H	Point Repair For Existing Sewer Main - 10" Diameter, >10' Depth, up to 5' in length	EA	2	\$ 13,000.00	\$ 26,000.00	2.00	\$ 26,000.00		\$ -	2.0	\$ 26,000.00	100.00%	\$ -	\$ 1,300.00
02400-H1	Point Repair For Existing Sewer Main - 10" Diameter, >10' Depth, additional footage beyond 5' in length	LF	12	\$ 250.00	\$ 3,000.00	12.00	\$ 3,000.00		\$ -	12.0	\$ 3,000.00	100.00%	\$ -	\$ 150.00
02400-I	Point Repair For Existing Sewer Main - 12" Diameter, >10' Depth, up to 5' in length	EA	0	\$ 11,500.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-I1	Point Repair For Existing Sewer Main - 12" Diameter, >10' Depth, additional footage beyond 5' in length	LF	0	\$ 300.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-J	Point Repair For Existing Sewer Main - 18" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	1	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00		\$ -	1.0	\$ 13,000.00	100.00%	\$ -	\$ 650.00
02400-J1	Point Repair For Existing Sewer Main - 18" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	0	\$ 320.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-K	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, up to 5' in length	EA	1	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00		\$ -	1.0	\$ 14,000.00	100.00%	\$ -	\$ 700.00
02400-K1	Point Repair For Existing Sewer Main - 18" Diameter, >10' Depth, additional footage beyond 5' in length	LF	5	\$ 340.00	\$ 1,700.00	5.00	\$ 1,700.00		\$ -	5.0	\$ 1,700.00	100.00%	\$ -	\$ 85.00
02400-L	Point Repair For Existing Sewer Main - 24" Diameter, 8'-1" To 10' Depth, up to 5' in length	EA	0	\$ 15,000.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-L1	Point Repair For Existing Sewer Main - 24" Diameter, 8'-1" To 10' Depth, additional footage beyond 5' in length	LF	0	\$ 400.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-M	Point Repair For Existing Sewer Main - 24" Diameter, >10' Depth, up to 5' in length	EA	0	\$ 17,000.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-M1	Point Repair For Existing Sewer Main - 24" Diameter, >10' Depth, additional footage beyond 5' in length	LF	0	\$ 600.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02400-N	Manhole Lid Adjustment	EA	47	\$ 610.00	\$ 28,670.00	46.00	\$ 28,060.00	1.00	\$ 610.00	47.0	\$ 28,670.00	100.00%	\$ -	\$ 1,433.50
02460-A	6" Cured-In-Place Pipe (CIPP)	LF	0	\$ 42.50	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02460-B	8" Cured-In-Place Pipe (CIPP)	LF	33075	\$ 40.50	\$ 1,339,537.50	32386.00	\$ 1,311,633.00	689.00	\$ 27,904.50	33075.0	\$ 1,339,537.50	100.00%	\$ -	\$ 66,976.88
02460-C	10" Cured-In-Place	LF	10110	\$ 41.00	\$ 414,510.00	10110.00	\$ 414,510.00		\$ -	10110.0	\$ 414,510.00	100.00%	\$ -	\$ 20,725.50
02460-D	12" Cured-In-Place	LF	1777	\$ 51.00	\$ 90,627.00	1777.00	\$ 90,627.00		\$ -	1777.0	\$ 90,627.00	100.00%	\$ -	\$ 4,531.35
02460-E	24" Cured-In-Place	LF	1189	\$ 130.00	\$ 154,570.00	1189.00	\$ 154,570.00		\$ -	1189.0	\$ 154,570.00	100.00%	\$ -	\$ 7,728.50
Additive Alternate Bid														
01500-A	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.0	\$ 15,000.00	100.00%	\$ -	\$ 750.00
01510-A	Maintenance Of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.0	\$ 15,000.00	100.00%	\$ -	\$ 750.00
02552-A	Manhole Protective Coating	VF	3117.83	\$ 350.00	\$ 1,091,240.50	2895.53	\$ 1,013,435.50	222.30	\$ 77,805.00	3117.83	\$ 1,091,240.50	100.00%	\$ -	\$ 54,562.03
02552-B	Frame Grouting	EA	0	\$ 250.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
02552-C	Bench Repair	EA	0	\$ 50.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
Subtotal:					\$ 3,500,255.00		\$ 3,341,435.50		\$ 158,819.50		\$ 3,500,255.00		\$ -	\$ 175,012.75
TOTAL					\$ 3,500,255.00		\$ 3,341,435.50		\$ 158,819.50		\$ 3,500,255.00	100.00%	\$ -	\$ 175,012.75
Change Order														
1	CIPP Lateral Set Up	EA	6	\$ 1,500.00	\$ 9,000.00	5.00	\$ 7,500.00	1.00	\$ 1,500.00	6.0	\$ 9,000.00	100.00%	\$ -	\$ 450.00
1	Lateral CCTV	EA	12	\$ 525.00	\$ 6,300.00	12.00	\$ 6,300.00		\$ -	12.0	\$ 6,300.00	100.00%	\$ -	\$ 315.00
1	4"- 6" Lateral on 8" Mainline	EA	5	\$ 3,950.00	\$ 19,750.00	5.00	\$ 19,750.00		\$ -	5.0	\$ 19,750.00	100.00%	\$ -	\$ 987.50
1	4"- 6" Lateral on 10" Mainline	EA	0	\$ 4,350.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
1	4"- 6" Lateral on 12" Mainline	EA	0	\$ 5,000.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
1	4"- 6" Lateral on 15" Mainline	EA	0	\$ 6,200.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
1	4"- 6" Lateral on 18" Mainline	EA	0	\$ 6,950.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
1	Additional Footage Beyond 25'	LF	19	\$ 50.00	\$ 950.00	19.00	\$ 950.00		\$ -	19.0	\$ 950.00	100.00%	\$ -	\$ 47.50
1	Additional Sewer Mainline CCTV	LF	19040	\$ 4.00	\$ 76,160.00	18351.00	\$ 73,404.00	689.00	\$ 2,756.00	19040.0	\$ 76,160.00	100.00%	\$ -	\$ 3,808.00
1	Protruding Tap/Obstruction Removal	EA	0	\$ 300.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
2	Sewer Force Main Repairs	LS	1	\$ 126,679.40	\$ 126,679.40	1.00	\$ 126,679.40		\$ -	1.0	\$ 126,679.40	100.00%	\$ -	\$ 6,333.97
3.1	Manhole Locates	EA	43	\$ 250.00	\$ 10,750.00	43.00	\$ 10,750.00		\$ -	43.0	\$ 10,750.00	100.00%	\$ -	\$ 537.50
3.2	Remove & Replace Manhole Cone	EA	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.0	\$ 5,000.00	100.00%	\$ -	\$ 250.00
3.3	Remove & Replace Manhole Wall	VF	0	\$ 50.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
3.4	Replace MH Cover & Casting	EA	3	\$ 3,500.00	\$ 10,500.00	3.00	\$ 10,500.00		\$ -	3.0	\$ 10,500.00	100.00%	\$ -	\$ 525.00
3.5	Remove & Replace Asphaltic Concrete Roadway	SY	74.2	\$ 225.00	\$ 16,695.00	68.20	\$ 15,345.00	6.00	\$ 1,350.00	74.2	\$ 16,695.00	100.00%	\$ -	\$ 834.75
3.6	Slab Sodding	SY	0	\$ 10.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
3.7	Expose Manhole Only	EA	37	\$ 1,000.00	\$ 37,000.00	37.00	\$ 37,000.00		\$ -	37.0	\$ 37,000.00	100.00%	\$ -	\$ 1,850.00
3.8	Protruding Tap Removal	EA	0	\$ 300.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
5	New Manhole Installation (Main St & S Necaise)	LS	1	\$ 69,050.00	\$ 69,050.00		\$ -	1.00	\$ 69,050.00	1.0	\$ 69,050.00	100.00%	\$ -	\$ 3,452.50
5	Sewer Mainline Repairs - S Necaise (Approx 20LF Sewer Point Repair)	EA	1	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00	1.0	\$ 15,000.00	100.00%	\$ -	\$ 750.00
5	Sewer Mainline Repairs - Main St (Approx 8LF Sewer Point Repair)	EA	1	\$ 8,500.00	\$ 8,500.00		\$ -	1.00	\$ 8,500.00	1.0	\$ 8,500.00	100.00%	\$ -	\$ 425.00
5	Alternate - Remove & Replace Drain Junction Box	EA	0	\$ 8,500.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
5	Alternate - Remove & Replace 36" RCP	LF	0	\$ 375.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
5	Alternate - Remove & Replace 42" RCP	LF	0	\$ 475.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
5	Alternate - Remove & Replace 8" PVC Water Main with fittings	LF	0	\$ 300.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
5	Alternate - Install Insetvalve 6"	EA	0	\$ 15,000.00	\$ -		\$ -		\$ -		\$ -	100.00%	\$ -	\$ -
5	Alternate - Expose & Restore EOL (Main St)	EA	1	\$ 6,250.00	\$ 6,250.00		\$ -	1.00	\$ 6,250.00	1.0	\$ 6,250.00	100.00%	\$ -	\$ 312.50
6	Beyond 20LF	LF	60	\$ 750.00	\$ 45,000.00		\$ -	60.00	\$ 45,000.00	60.0	\$ 45,000.00	100.00%	\$ -	\$ 2,250.00
CO Total					\$ 462,584.40		\$ 313,178.40		\$ 149,406.00		\$ 462,584.40		\$ -	\$ 23,129.22
Grand Totals					\$ 3,962,839.40		\$ 3,654,613.90		\$ 308,225.50		\$ 3,962,839.40	100.0%	\$ -	\$ 198,141.97

Change Order No. 5

Date of Issuance: _____ Effective Date: _____
 Owner: City of Bay St. Louis Owner's Contract No.: _____
 Contractor: Bottom2Top Contractor's Project No.: _____
 Engineer: Jason Chiniche, PE Engineer's Project No.: 22-006 P4
 Project: Bay St. Louis Lift Station Repairs Contract Name: Bay St. Louis Lift Station Repairs

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

Description: Existing liner removal in Lift Station 2 and deduction for electrical box.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,175,291.89</u>	Original Contract Times: 90 Days Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>188,091.33</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: N/A Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,363,383.22</u>	Contract Times prior to this Change Order: 90 Days Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>35,471.50</u>	[Increase] [Decrease] of this Change Order: N/A Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>1,398,854.72</u>	Contract Times with all approved Change Orders: N/A Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>Jason Chiniche, P.E.</u>	By: _____	By: <u>Joseph P. Raffeo Jr.</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Principal Engineer	Title: _____	Title: <u>Owner</u>	Title: _____
Date: August 10, 2026	Date: _____	Date: <u>8/12/26</u>	Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Bay St. Louis	Owner's Contract No.:
Contractor: Bottom 2 Top Construction LLC	Contractor's Project No.:
Engineer: Jason Chiniche, PE	Engineer's Project No.: 22-006 Phase 4
Project: Bay St. Louis Lift Station Repairs Project	Contract Name: Bay St. Louis Lift Station Repairs Project

This final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

July 31, 2026

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☒ None
☐ As follows

Amendments to Contractor's responsibilities: ☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *See attached*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u>Jason Chiniche, P.E.</u>	By: _____	By: <u>Joseph R. Raffeo Jr.</u>	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Jason Chiniche, P.E.</u>	Title: _____	Title: <u>Joseph Raffeo / A-ncs</u>			
Date: <u>07/29/2026</u>	Date: _____	Date: <u>8/4/26</u>			

Change Order No. 6

Date of Issuance:	Effective Date:
Owner: City of Bay St Louis	Owner's Contract No.: N/A
Contractor: BLD Services, LLC	Contractor's Project No.: 20111041-02
Engineer: Chiniche Engineering & Surveying	Engineer's Project No.: 22-006 P2
Project: Bay St. Louis Citywide Sewer Improvements	Contract Name: Bay St. Louis Citywide Sewer Improvements

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

Description: Final quantity adjustments were made to reconcile the contract bid items.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>3,058,457.00</u>	Original Contract Times: Substantial Completion: <u>455</u> Ready for Final Payment: <u>485</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ <u>627,879.40</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u> days
Contract Price prior to this Change Order: \$ <u>3,686,336.40</u>	Contract Times prior to this Change Order: Substantial Completion: <u>485 Calendar Days</u> Ready for Final Payment: <u>515 Calendar Days</u>
Increase of this Change Order: \$ <u>276,503.00</u>	Increase of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>3,962,839.40</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>485 Calendar Days</u> Ready for Final Payment: <u>515 Calendar Days</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Juan Chiniche, P.E.</u>	By: _____	By: <u>Jacob Trapani</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Principal Engineer</u>	Title: _____	Title: <u>Jacob Trapani, Vice President</u>	Title: _____	Title: _____	Title: _____
Date: <u>8/13/2026</u>	Date: _____	Date: <u>08/13/2026</u>	Date: _____	Date: _____	Date: _____



Mississippi Human Trafficking Task Force Memorandum of Understanding

Nothing in this Memorandum of Understanding (MOU) should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies to this agreement.

Overview/Mission Statement

The Mississippi Office of the Attorney General has created the Human Trafficking Task Force, which is a network of state and local certified law enforcement investigators. The Human Trafficking Task Force assists state and local law enforcement agencies to develop an effective response to Human Trafficking cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the Human Trafficking Task Force promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting Human Trafficking cases.

The mission of the Mississippi Human Trafficking Task Force is to:

1. properly investigate and prosecute those who are involved in the trafficking of children and adults through the means set forth in Miss. Code Ann. §§ 97-3-54 *et seq.*;
2. provide training and software to those involved in investigating and prosecuting Human Trafficking cases and;
3. provide community education regarding the prevention of Human Trafficking.

Purpose

This MOU establishes and delineates the mission of the Mississippi Human Trafficking Task Force effort. This MOU formalizes the relationships between the undersigned agencies in order to foster efficiency in the investigation and prosecution of Human Trafficking crimes in Mississippi.

The undersigned law enforcement agencies desire to assist one another in enforcing the General Statutes of Mississippi by establishing and maintaining the undersigned Assisting Agency's participation in the Task Force established by the Mississippi Attorney General's Office (AGO).

The undersigned law enforcement agencies agree that this MOU mutually benefits each agency in the form of enhanced capabilities and efficiency for providing law enforcement services within each agency's jurisdiction.

Mission

The mission of the Human Trafficking Task Force is to further the education and awareness, investigation, and prosecution Human Trafficking crimes within the state.

Authority

The Mississippi Attorney General's Office is a state law-enforcement agency that employs sworn law enforcement officers possessing statewide jurisdiction to investigate criminal violations of the Mississippi Code, including under Section 7-5-67, Miss. Code Ann.

Each Assisting Agency has jurisdiction to investigate criminal violations of Mississippi's Human Trafficking laws, which include, but are not limited to Miss. Code Ann. §§ 97-3-54 *et seq.* (Human Trafficking) within the Assisting Agency's jurisdiction.

Definitions

In this MOU:

1. "Assisting Agency" means the undersigned local, state or federal law enforcement agency.
2. "Assisting Agency Liaison" means the head of the undersigned local, state or federal law enforcement agency or that person's designee.
3. "Assisting Officer" means a law enforcement officer employed or sworn by the undersigned Assisting Agency.
4. "AGO" means the Mississippi Attorney General's Office.
5. "AGO Liaison" means the Attorney General or her designated officer.
6. "AGO Officer" means a law enforcement officer employed or sworn by the AGO.
7. "Writing" means a written record of communication constructed or delivered in either paper or electronic format, including electronic mail.

Terms of MOU

The undersigned agencies agree that the terms and conditions of this MOU shall be as follows:

1. Creation of Mutual Aid Relationship.

Execution of this MOU by the undersigned agencies constitutes and is deemed to be a standing request for assistance and an agreement to lend assistance, as manpower and resources permit, to each other in carrying out lawful responsibilities and enforcing the laws of Mississippi.

2. Description of Mutual Aid Services.

Services contemplated under this MOU include allowing Assisting Officer(s) and AGO Officer(s) to work temporarily with each other, including in an undercover capacity, within the Assisting Agency's territorial jurisdiction. The AGO will lend equipment, supplies and manpower to Assisting Agencies as needed.

3. Standard Method for Requesting Temporary Assistance.

When the AGO or an Assisting Agency needs temporary assistance pursuant to this MOU, the AGO Liaison or the Assisting Agency Liaison shall notify the other in writing of the need for such assistance. The AGO and the Assisting Agency shall honor the request for assistance by the other, unless the AGO Liaison or the Assisting Agency Liaison determines that providing the requested assistance will impair the capacity of the AGO or the Assisting Agency to provide law enforcement services to its own jurisdiction. In that event, the AGO Liaison or the Assisting Agency Liaison shall promptly notify the other that the request for assistance cannot be honored.

4. Emergency Method for Requesting Temporary Assistance.

In an emergency situation, the AGO Liaison or Assisting Agency Liaison may notify the other of the need for emergency assistance by telephone, DCI message or radio contact. The AGO Liaison or Assisting Agency Liaison shall provide confirmation of the emergency assistance request to the other as soon as possible.

5. Lead Law Enforcement Agency.

If the AGO and Assisting Agency are operating pursuant to this MOU at the request of the Assisting Agency, the Assisting Agency shall be the lead law enforcement agency. If the AGO and Assisting Agency are operating pursuant to this MOU at the request of the AGO, the AGO shall be the lead law enforcement agency.

6. Equipment Responsibilities.

The AGO Officer(s) or Assisting Officer(s) shall report for duty with the equipment issued by the AGO or Assisting Agency necessary for use in order to accomplish tasks assigned during the law enforcement activities. The AGO shall supply the Assisting Officer(s) with additional equipment, supplies and/or support personnel, as deemed appropriate by the AGO.

7. Assisting Officer(s) Remain Subject to Personnel and Administrative Control of Assisting Agency.

For personnel and administrative purposes, the temporarily assigned Assisting Officer(s) shall remain under the control of the Assisting Agency. Assisting

Officer(s) shall be entitled to pay, worker's compensation, and other benefits to the same extent as if the Assisting Officer(s) was functioning within the normal scope of the Assisting Officer's duties with the Assisting Agency.

8. AGO and Assisting Agency Rules Still Apply to Respective Officers.

The rules and regulations of each agency shall apply at all times to officers of that agency. Any disciplinary actions arising from the conduct or actions of an Assisting Officer shall be the responsibility of the Assisting Agency. Any disciplinary actions arising from the conduct or actions of an AGO Officer shall be the responsibility of the AGO.

9. AGO Officer May Relieve Assisting Officer from Participation in Law Enforcement Activities.

When the AGO is acting as the lead law enforcement agency, the AGO Officer leading the law enforcement activities may, at any time, relieve Assisting Officer(s) from duty in the investigation. The AGO Officer shall immediately forward a written statement setting forth the reason for relieving Assisting Officer(s) to the Assisting Agency Liaison.

10. Civil Liability Protections.

While temporarily assigned to assist the AGO, the Assisting Officer(s) shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and the payment of judgments) as those normally possessed by the Assisting Officer(s). Assisting Officer(s) will be covered by the liability plan of his or her employer.

11. Express Reservations.

Nothing in this MOU shall be deemed to create an employment or agency relationship between the AGO or the State of Mississippi and any Assisting Agency or Assisting Officer.

12. Media.

When the AGO is acting as the lead law enforcement agency, all relations or contacts with the media pertaining to that matter, including media releases, investigations or arrests, will be made by the AGO. When the Assisting Agency is acting as lead law enforcement agency, relations or contacts with the media pertaining to that matter, including media releases, investigations, or arrests, may be made by the Assisting Agency as the Assisting Agency deems appropriate. At no time will any information pertaining to the Task Force itself be released to the media without the prior approval of the AGO.

13. Agency Property.

The AGO and Assisting Agency agree that there is no liability for any damage or injury to the property of the AGO incurred in the course and scope of a temporarily assigned Assisting Officer's duties, provided the property was properly used or operated at the time of the damage or injury. The AGO and

Assisting Agency agree that there is no liability for any damage or injury to the property of the Assisting Agency incurred in the course and scope of the AGO's law enforcement operations arising under this MOU, provided the property was properly used or operated at the time of the damage or injury. This MOU shall not, however, be construed as a bar to any other rights or claims, either direct or by way of subrogation, which either agency shall have against any other entity, party or person.

14. Assisting Officer Jurisdiction.

Unless otherwise designated by the AGO in a particular investigation, an Assisting Officer located outside the Assisting Agency's territorial jurisdiction possesses no additional territorial and/or subject matter jurisdiction than that normally possessed by the Assisting Officer(s).

15. MOU Not Exclusive.

This MOU shall in no way affect any other mutual aid agreement entered into by the parties.

16. MOU Does Not Limit Officer Jurisdiction or Statutory Authority.

Nothing in this MOU shall be construed to limit or reduce any agency's or law enforcement officer's constitutional authority, common law authority or statutory authority.

17. Procedure for Terminating MOU Early.

In the event a participating law enforcement agency should desire to withdraw from this agreement prior to the expiration date specified below, the withdrawing agency head shall provide written notice to the other participating agency head of the effective date of such withdrawal.

18. Status of MOU upon Change of Actual Agency Head.

Upon the appointment or election of a different agency head for a participating law enforcement agency, the parties agree that this MOU shall continue until the new agency head executes a new agree mentor provides notice of intent to withdraw from this MOU. The parties agree to provide the new agency head with prompt notice of the existence of this MOU and the new agency head's authority to continue or terminate this MOU.

19. Dispute Resolution.

In the event a dispute arises between the parties concerning the terms of this MOU, the parties agree to meet promptly to conduct good faith efforts to resolve the dispute upon terms agreeable to each party. In the event the parties cannot resolve the dispute, the parties agree to terminate this MOU.

20. MOU Expiration Date.

This MOU shall be effective from and after the latest signature date below and will continue for a term of two (2) years unless terminated sooner pursuant to Paragraphs above.

Investigations

All trafficking investigations will be conducted by certified law enforcement investigators and in the spirit of cooperation with other Trafficking task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, Trafficking investigations shall also be governed by the investigative standards set forth in the Certified Human Trafficking Investigator Course. Violation of the Certified Human Trafficking Investigator Course operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

The Mississippi Office of the Attorney General will:

Agree to use only sworn Mississippi Office of the Attorney General law enforcement personnel, or a sworn agent of, to conduct undercover trafficking investigations. Each investigator involved with undercover operations **must** successfully complete Certified Human Trafficking Investigator Course training prior to initiating proactive investigations.

Agree to conduct reactive investigations where subjects are associated with the Mississippi Office of the Attorney General jurisdiction, including investigations of Human Trafficking referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, National Human Trafficking Hotline, Child Protective Services Hotline, and other human trafficking related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, the business and law enforcement communities, and other individuals concerned about human trafficking issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the Human Trafficking Task Force or its affiliate agencies.

Agree to accept login information and be responsible for proper maintenance and use of any software provided to Affiliate Agency by the Mississippi Attorney General's Office. Upon termination of this MOU, ownership of logins, software, and other non-expendable items will revert to the Mississippi Attorney General's Office.

Supervision

The affiliate agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. Human Trafficking investigations can be a cooperative effort and investigative decisions will be a joint process guided by Human Trafficking Task Force standards.

Liability

The affiliate agency is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Confidentiality

The Mississippi Office of the Attorney General agrees that any confidential information pertaining to investigations of Human Trafficking will be held in the strictest confidence and will only be shared with participating Human Trafficking Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Entered into this _____ day of _____, 2026.

Agency Human Trafficking Task Force Affiliate Print name & Signature

Director, Sheriff, Chief, Representative- Print name & Signature

Attorney General- Mississippi Attorney General's Office

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

RE: Parcel 149E-0-29-088.000
410 Carroll Avenue
LOT 52-B, CARROLL S/D

HEARING DATE: August 12, 2026

I have reviewed Mark and Nancy Mellon's application for a Variance to the Zoning Ordinance. The property is located at 410 Carroll Avenue, in the R-2 Two-Family Residential District, which permits fences up to 6 feet in height.

The applicants are requesting a variance of 4 feet to allow the construction of a 10-foot privacy fence.

Fence Height:

Allowed: 6'

Proposed: 10'

Variance Requested: 4'

The administration recommends denial of the variance.

- The requested fence height exceeds the maximum allowable height by 4 feet.
- The City of Bay St. Louis does not typically support variances for fence heights beyond the established zoning limits.
- The construction of the fence has already begun, and the Bay St Louis Building Department issued a stop-work order at the site.

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

Sincerely,

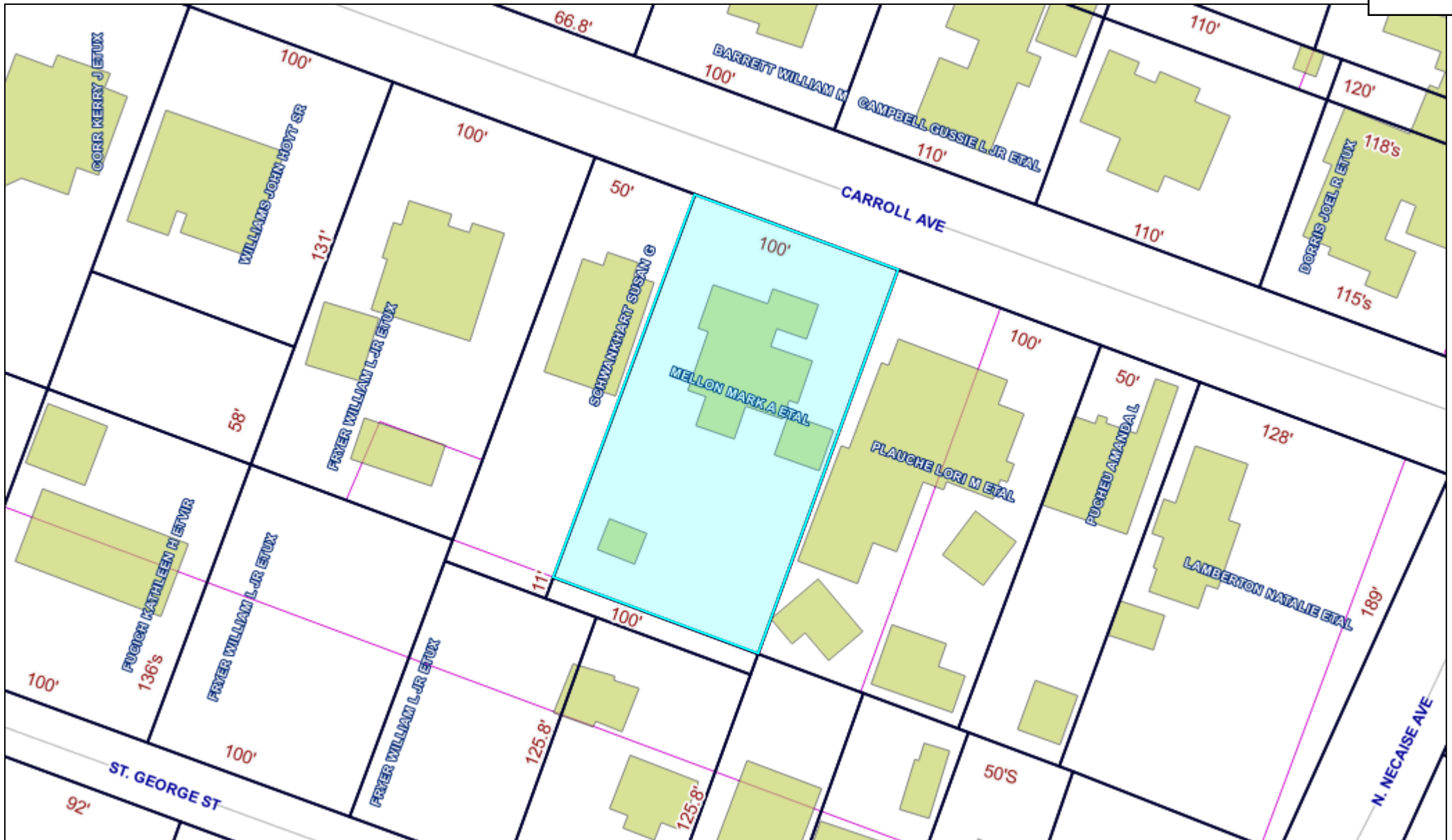
Jeremy L. Burke
Zoning Administrator



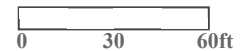


Geoportal Map

Item # a.



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.



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

RE: 601 Citizen Street
137J-0-44-213.001
PT 400, 402C & 403, 3RD WARD BAY ST LOUIS

HEARING DATE: August 12, 2026

I reviewed Mark & April Johnson's application for a Variance to the Zoning Ordinance. The property is located at 601 Citizen Street, at the corner of Citizen Street and Old Spanish Trail, and is zoned R-1 Single Family Residential District. The R-1 district requires a 20-foot rear yard setback.

The applicants are requesting a variance to the rear yard setback to allow for an addition to the existing house.

Rear Yard Setback:

Required: 20'

Proposed Distance of rear yard: 7'2"

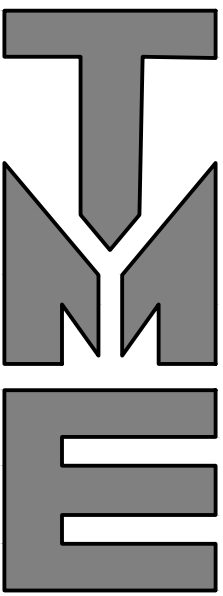
Variance Request: 12'10"

The administration recommends denial of the variance.

- This is a corner parcel.
- The request is for an addition to the existing dwelling
- The construction documents were submitted with the application
- The Johnsons asked for a rear yard variance of 18' in April 2026, which was denied. They have amended their plans; their variance request is 12'10"
- Letter of opposition from neighboring property owners

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



TERRY MORAN
ENGINEERING

P.O. BOX 4075
BILOXI, MS 39535

PH 228.896.4733
FAX 228.896.6768

TERRY MORAN,
P.E., P.L.S

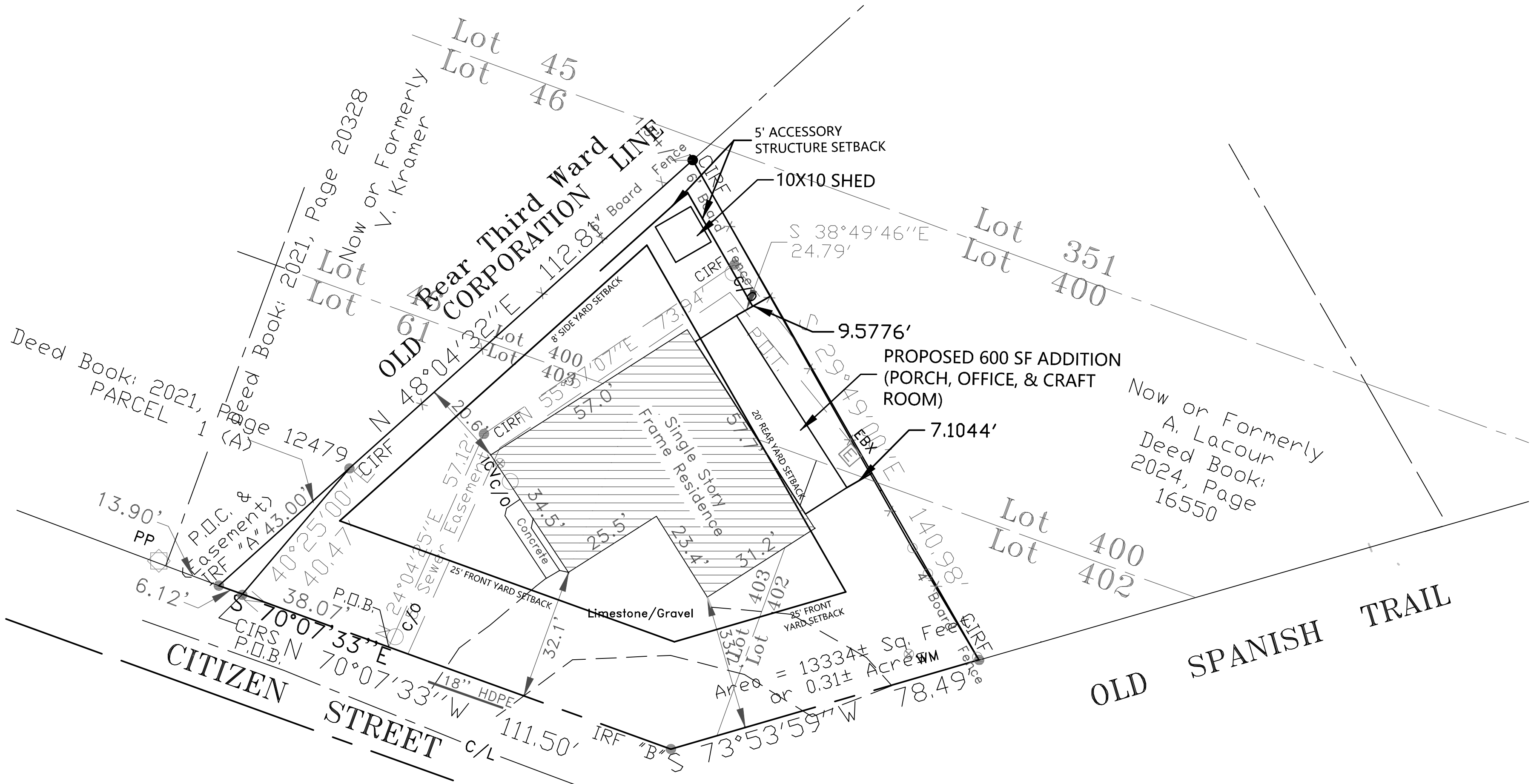
In Association With

FA FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 06-23-2026
Drawn By F.O.F.
Check By T.J.M.
REV _____

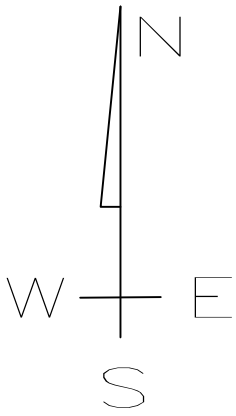
AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

C1

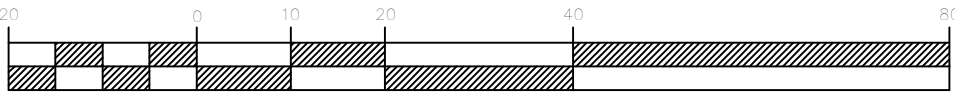


SITE PLAN

SCALE: 1" = 20'-0"



GRAPHIC SCALE



BOUNDARY BASED ON SURVEY BY CHINICHE ENGINEERING & SURVEYING; TOPOGRAPHIC INFORMATION NOT PROVIDED.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE PER FEMA PANEL 28045C0361D DATED OCTOBER 16, 2009.

SITE DATA TABLE

ACREAGE: 0.31+/- AC;

ZONING: R1

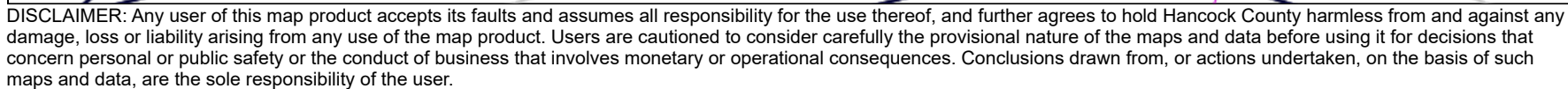
SETBACKS:

- FYSB - 25 FT
- SYSB - 8 FT
- RYSB - 20 FT

ACCESSORY STRUCTURE - 5 FT (ANY SIDE)

NOTE: A REAR YARD SETBACK VARIANCE WILL BE REQUIRED TO BUILD PROPOSED ADDITION. THIS SETBACK SHALL BE A 13 FOOT REAR YARD SETBACK VARIANCE TO ALLOW A 7 FOOT SIDE YARD SETBACK WHERE AN 20 FOOT IS REQUIRED.

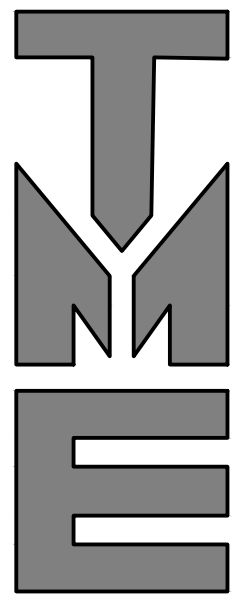
Item # b.



An Addition
for
Mark & April Johnson
at
601 Citizen Street
Bay St. Louis, MS 39520

June 23, 2026

SHEET INDEX	
PLAN COVER SHEET	T1
SITE PLAN	C1
FOUNDATION PLAN	S1
FLOOR PLAN & ELECTRICAL PLAN	B1
ELEVATIONS	B2
PLUMBING & MECHANICAL	PM



TERRY MORAN
ENGINEERING

P.O. BOX 4075
BILOXI, MS 39535
PH 228.896.4733

TERRY MORAN,
P.E., P.L.S.

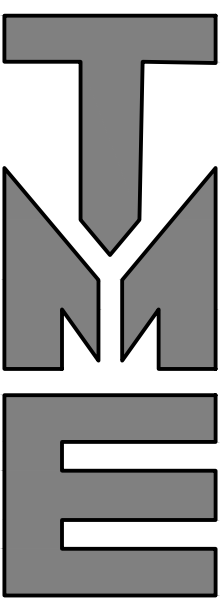
IN ASSOCIATION WITH

FA | **FOUNTAIN &
ASSOCIATES**
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Gulfport, MS 39531
228-574-3659

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD CONSTRUCTION , 2017 EDITION".

ATTENTION: NO CONSTRUCTION IS TO COMMENCE ON THIS PROJECT BEFORE THE APPROPRIATE PERMITS HAVE BEEN OBTAINED.





TERRY MORAN
ENGINEERING

P.O. BOX 4075
BILOXI, MS 39535

PH 228.896.4733
FAX 228.896.6768

TERRY MORAN,
P.E., P.L.S

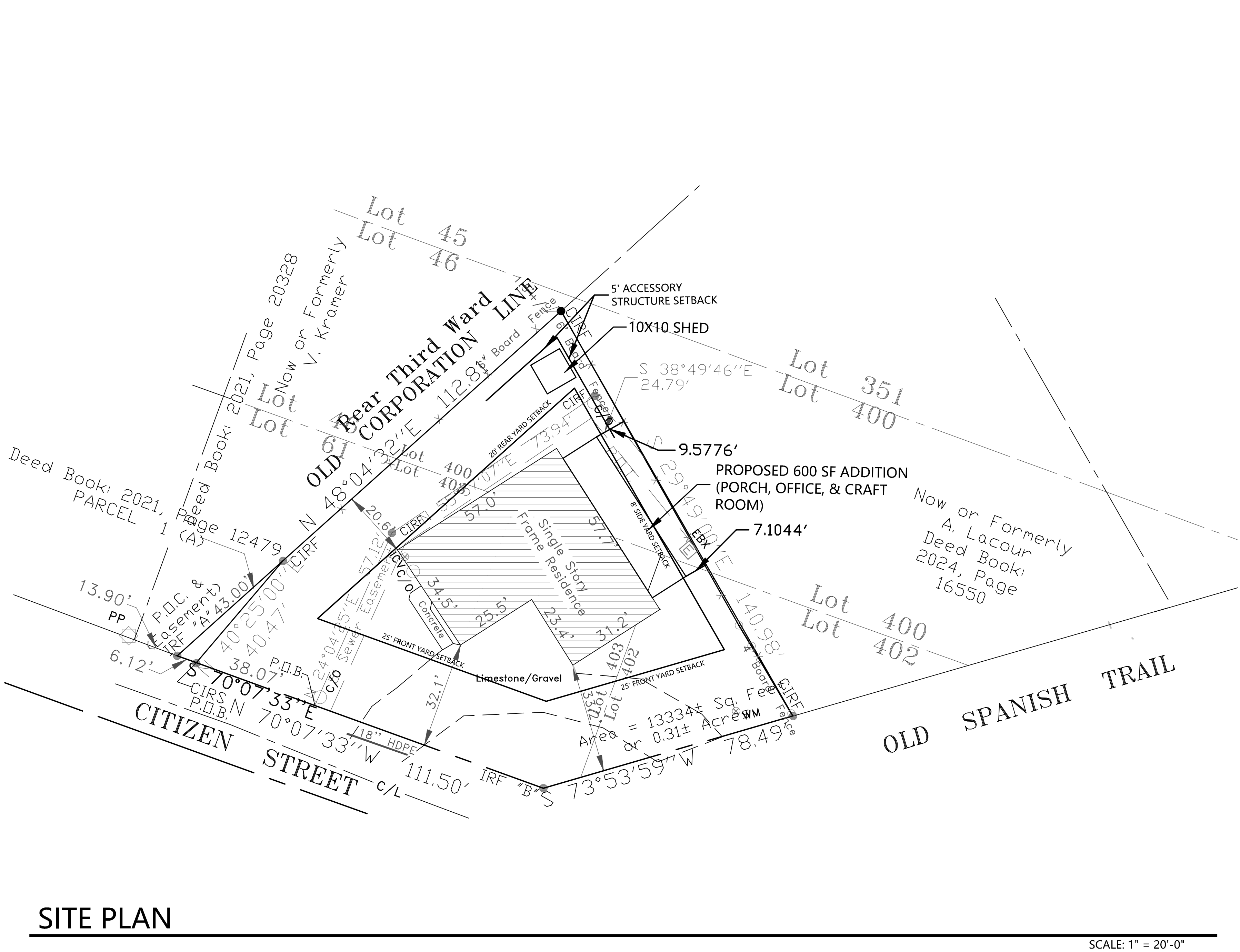
In Association With

FA FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 06-23-2026
Drawn By E.O.F.
Check By T.J.M.
REV _____

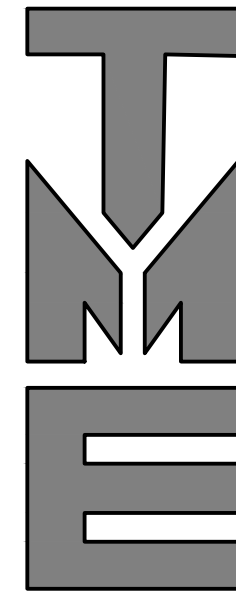
AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

C1



SITE PLAN

SCALE: 1" = 20'-0"



26-002

TERRY MORAN
ENGINEERINGP.O. BOX 4075
BILOXI, MS 39535PH 228.896.4733
FAX 228.896.6768TERRY MORAN,
P.E., P.L.S.

In Association With

FA FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

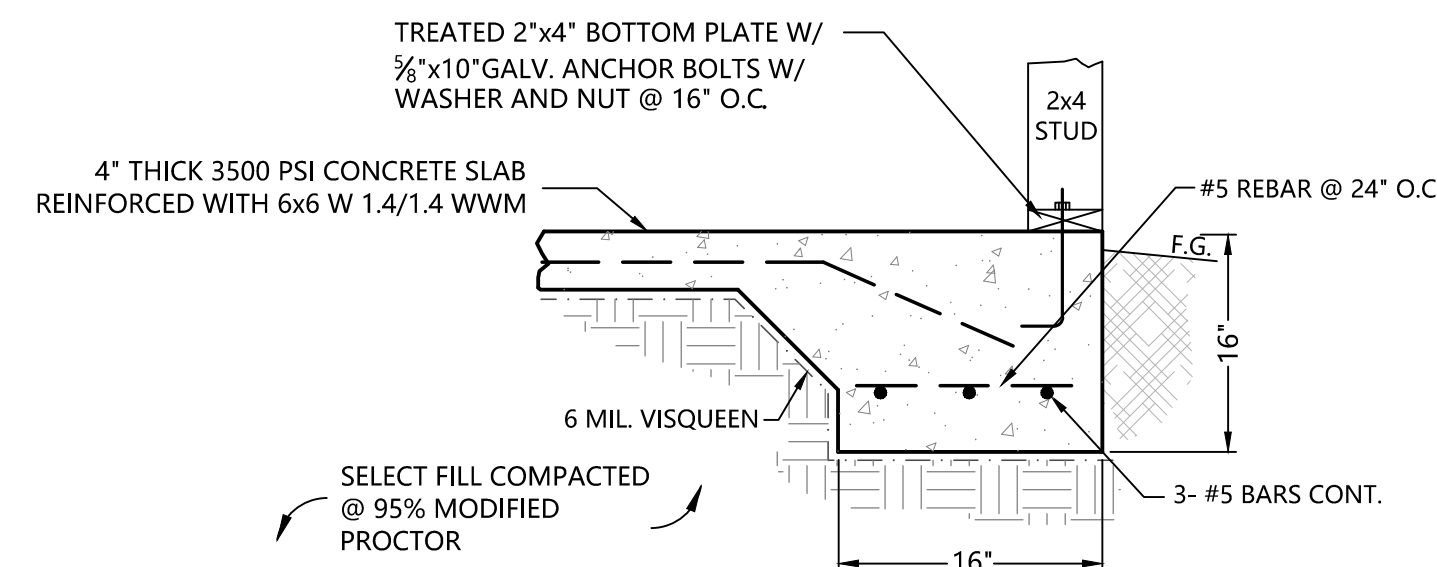
Date 06-23-2026
Drawn By F.O.F.
Check By T.J.M.
REV _____

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

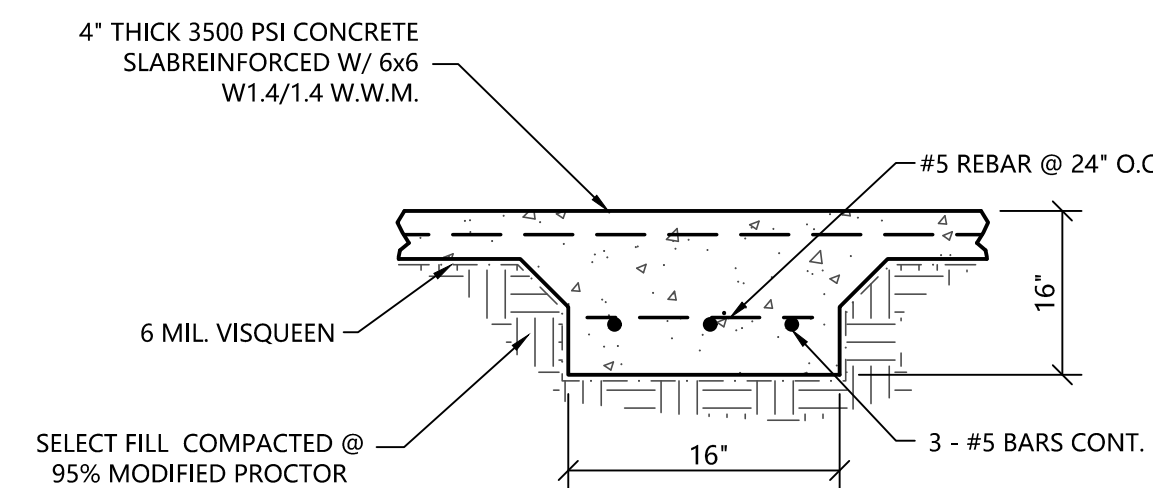
S1

STRUCTURAL NOTES

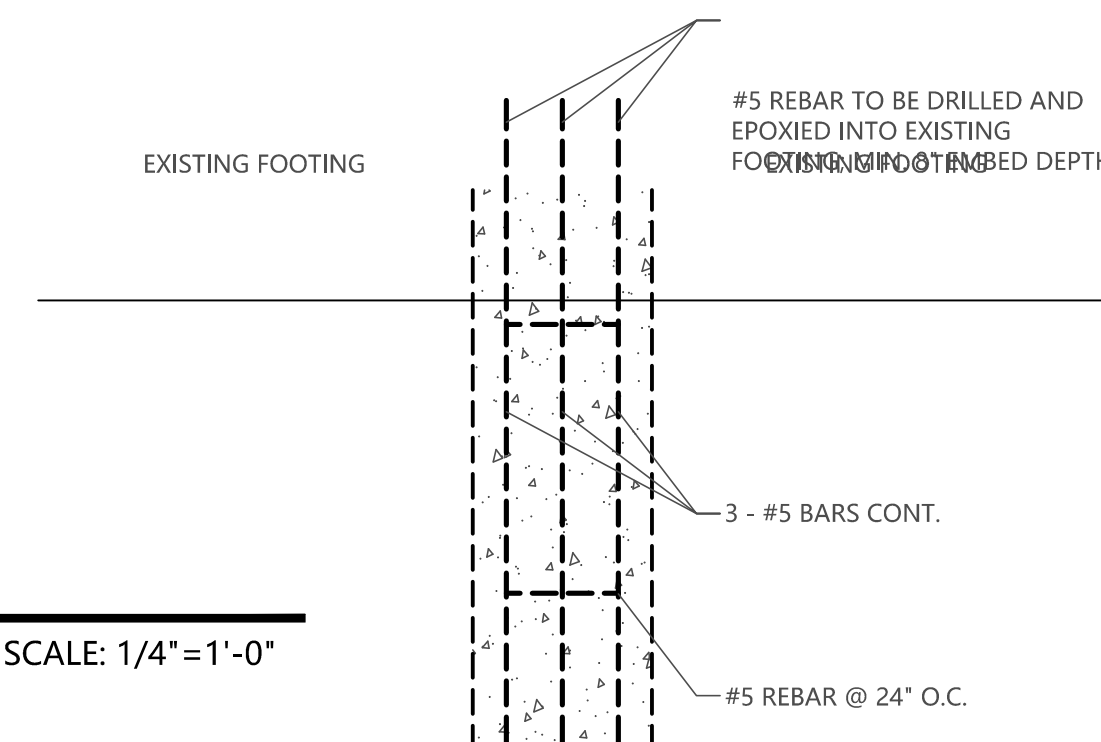
1. CONCRETE SHALL BE 3500 PSI MIN.
2. ALL STEEL REINFORCEMENT SHALL BE 40,000 PSI MIN.
3. ALL FOOTINGS SHALL BE CONSTRUCTED ON UNDISTURBED GROUND AND ALL INTERIOR FOOTING SHALL BE CONSTRUCTED ON EITHER UNDISTURBED GROUND OR FILL WHICH HAS BEEN COMPACTED TO NOT LESS THAN 95% STANDARD PROCTOR.
4. FILL SHALL BE SUITABLE HIGH QUALITY MATERIAL AND SHALL BE PLACED IN 12" LIFTS. EACH LIFT TO BE COMPACTED TO NOT LESS THAN 95% STANDARD PROCTOR.
5. CONTRACTOR SHALL ENSURE AT ALL TIMES THAT RE-BAR AND FORM BOARDS ARE STRAIGHT, LEVEL AND SECURE DURING CONCRETE POURS AND INSTALLATION.
6. MINIMUM FINISH FLOOR ELEVATION(S) TO BE VERIFIED BY CONTRACTOR WITH CITY/COUNTY.
7. ALL FOUNDATION ELEMENTS PLACED BELOW GRADE SHALL HAVE A WATERPROOF BARRIER APPLIED TO EACH SIDE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL LVL'S AND ROOF TRUSSES SIZED BY THE MANUFACTURER.



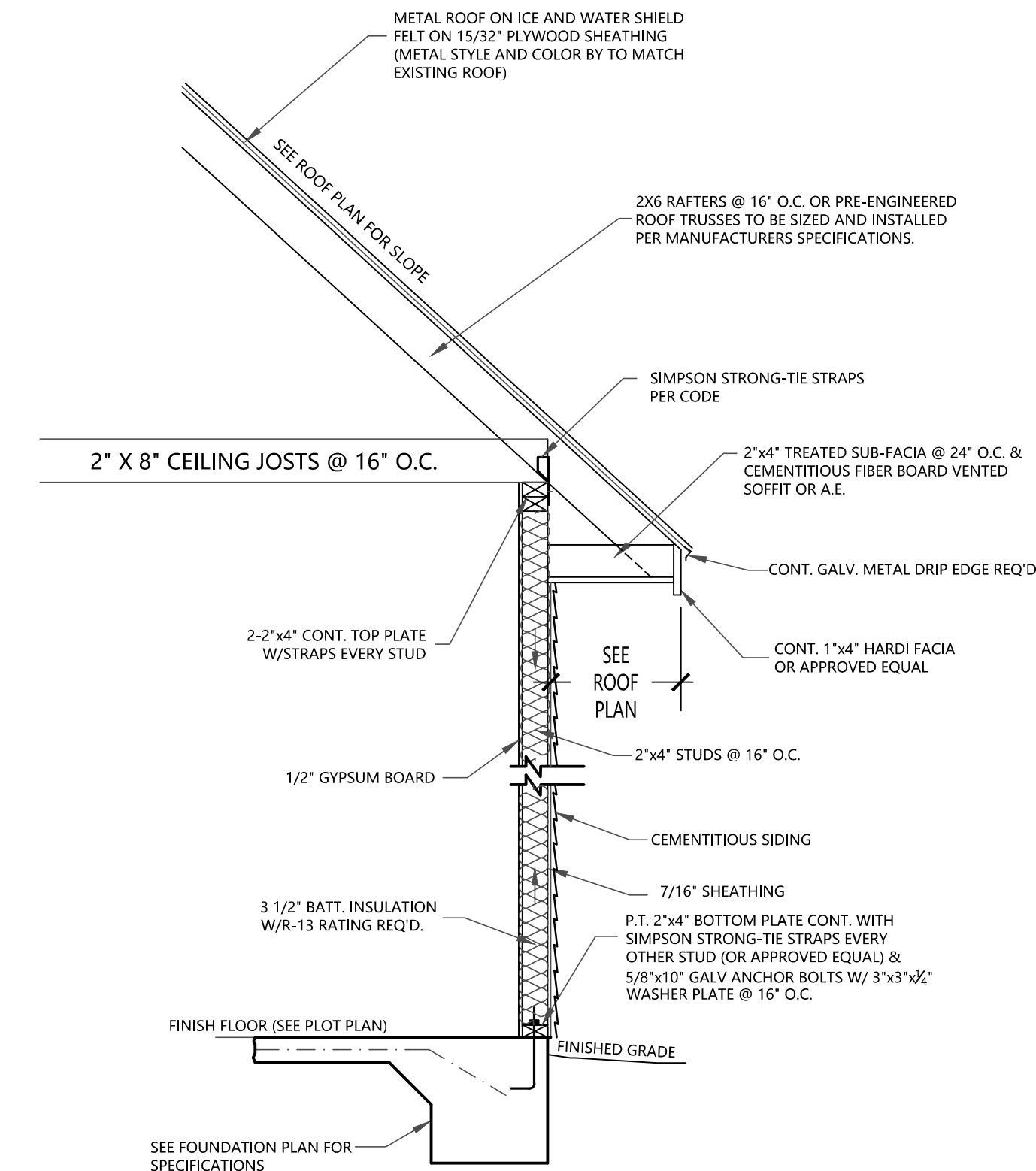
1 FOOTING DETAIL
N.T.S.



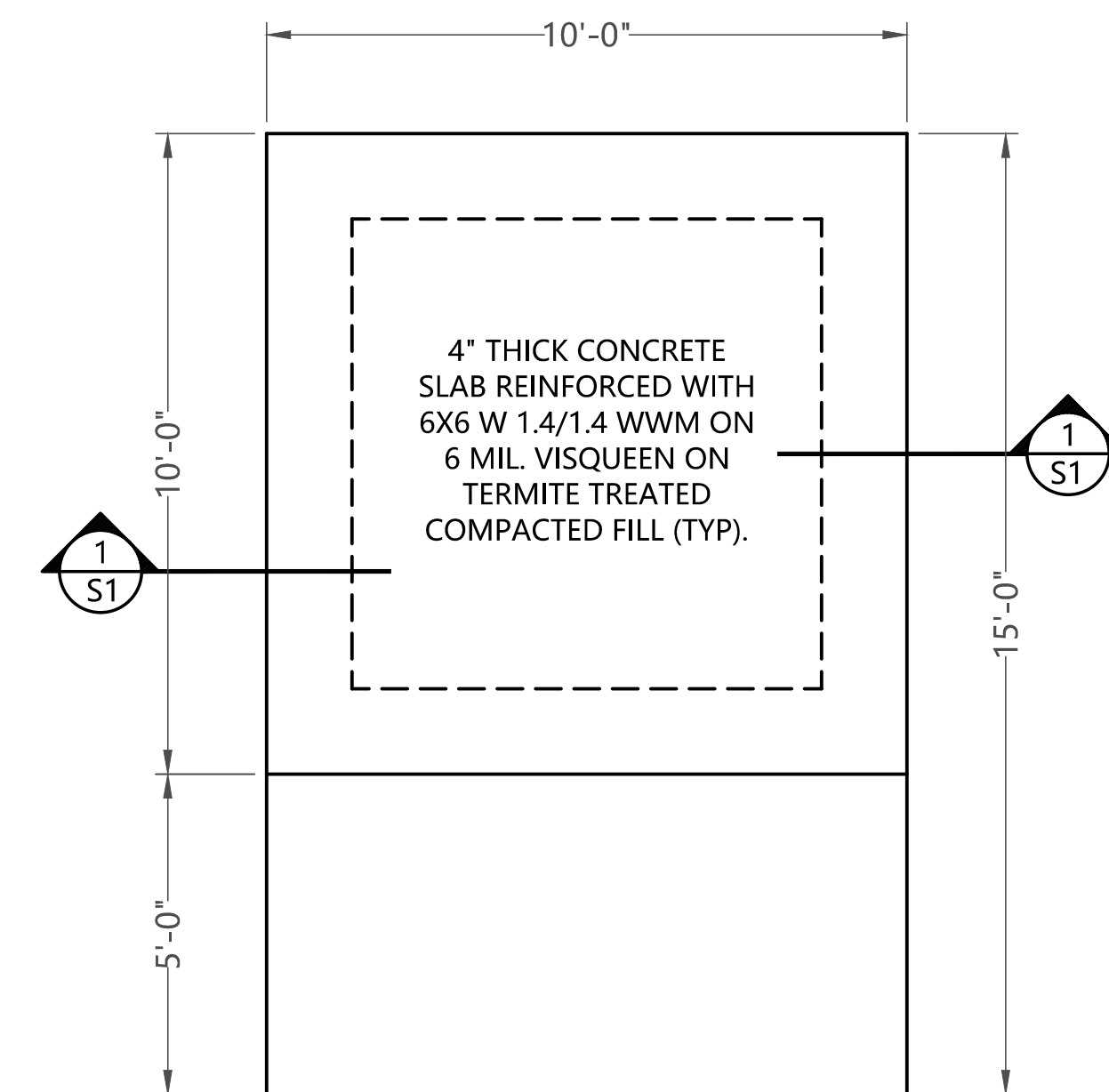
2 FOOTING DETAIL
N.T.S.



3 FOOTING DETAIL
N.T.S.

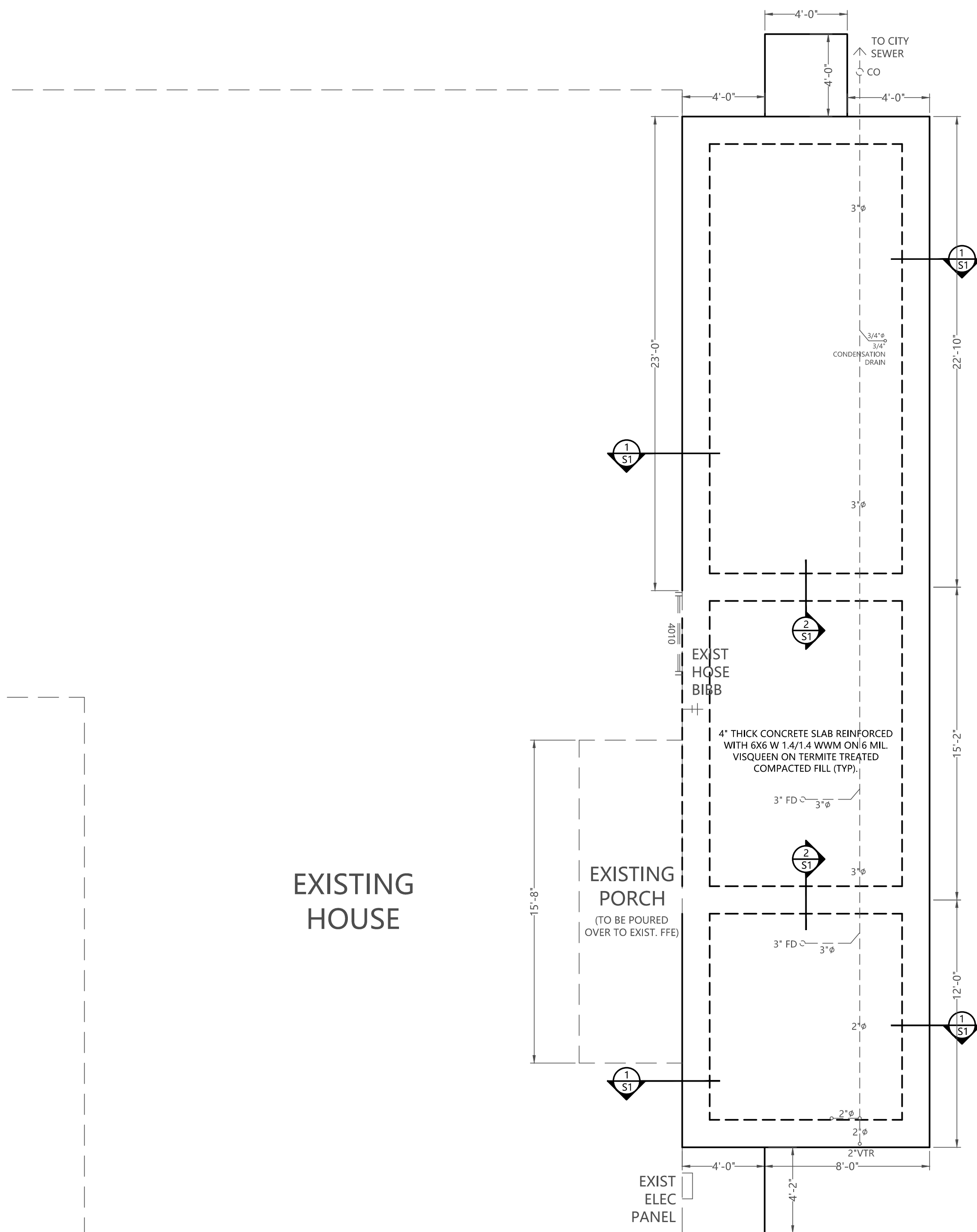


3 WALL SECTION
N.T.S.



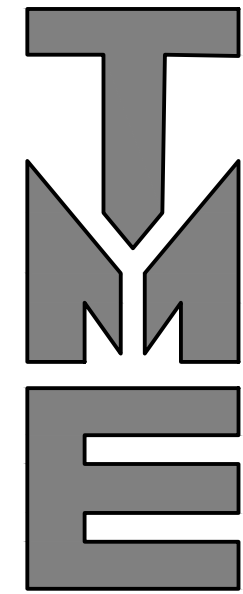
FOUNDATION PLAN - SHED

SCALE: 3/8"=1'-0"



FOUNDATION PLAN - ADDITION

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



TERRY MORAN
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P.O. BOX 4075
BILOXI, MS 39535

PH 228.896.4733
FAX 228.896.6768

TERRY MORAN,
P.E., P.L.S

26-002

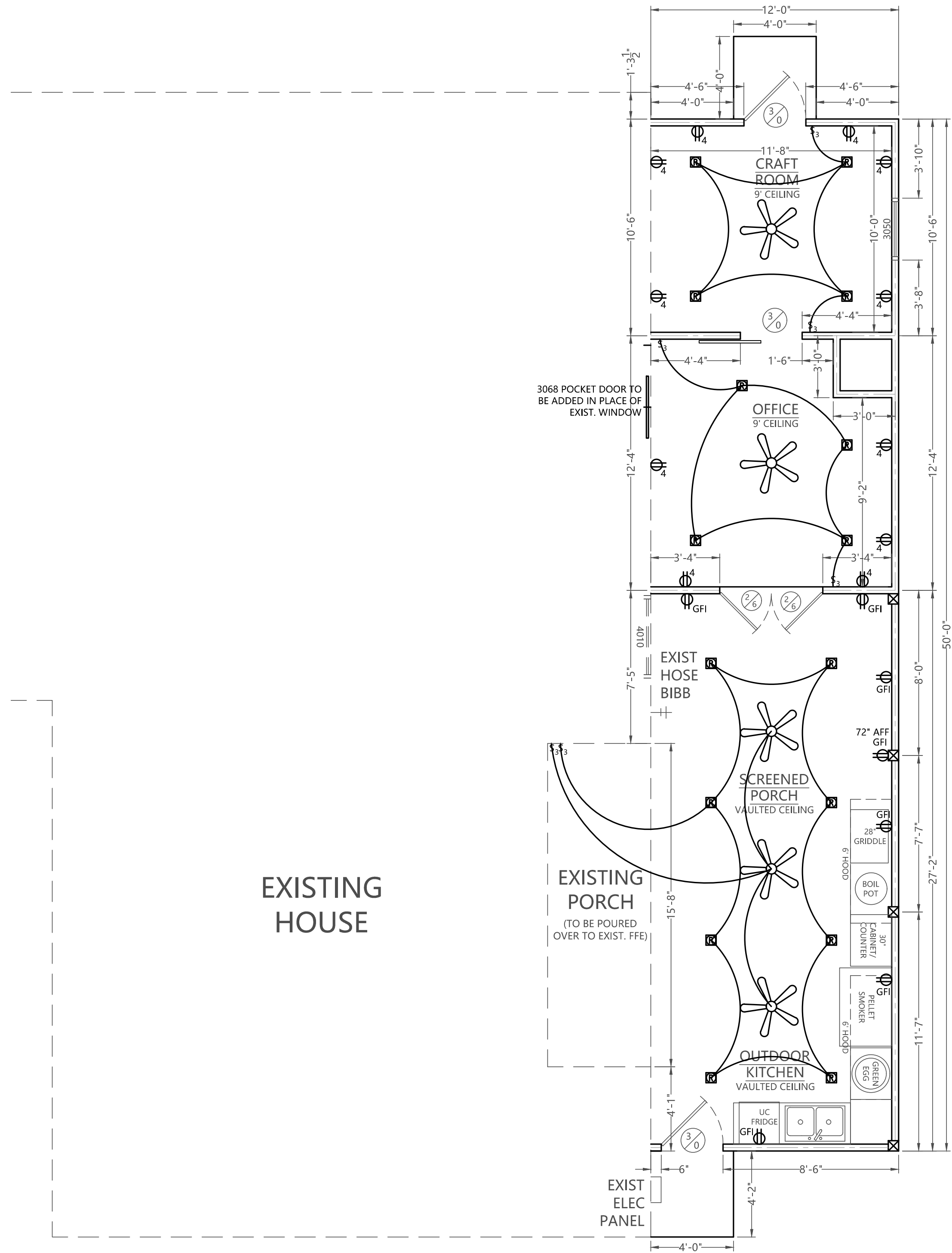
In Association With

FA FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 06-23-2026
Drawn By F.O.F.
Check By T.J.M.
REV _____

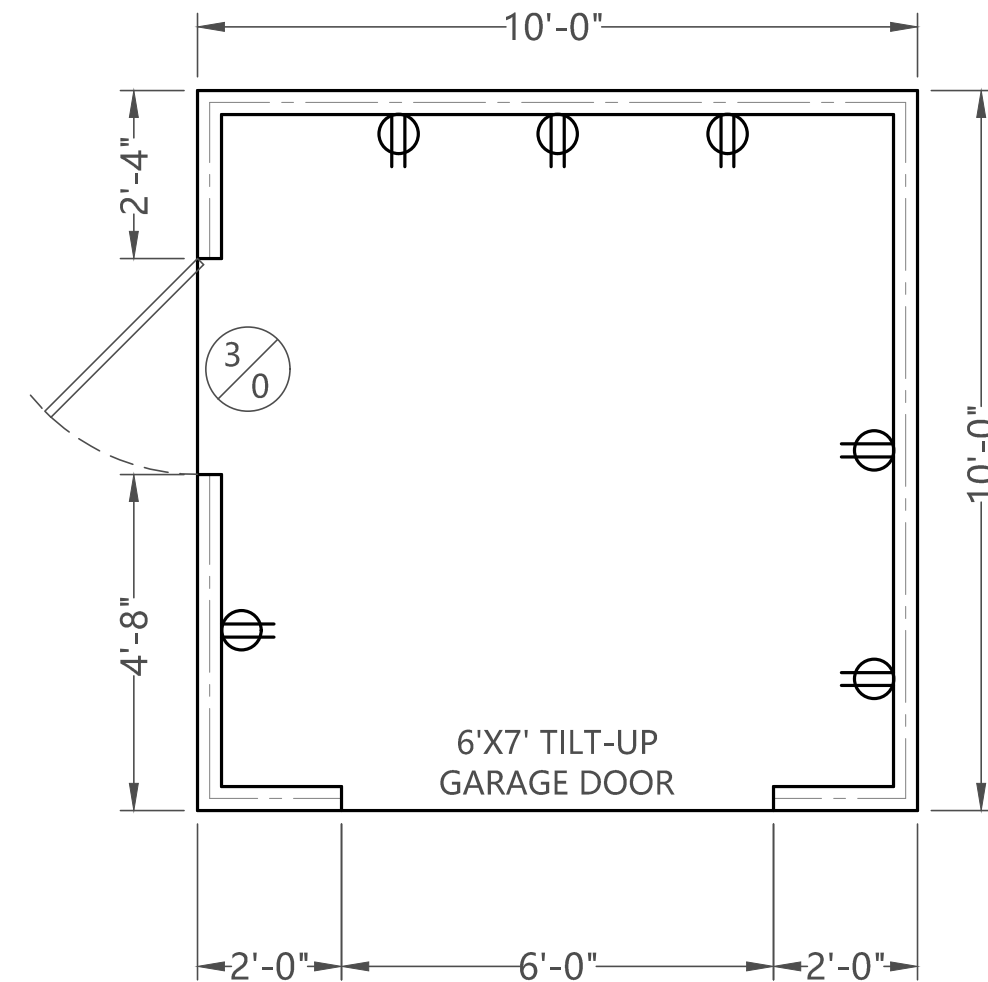
AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

B1



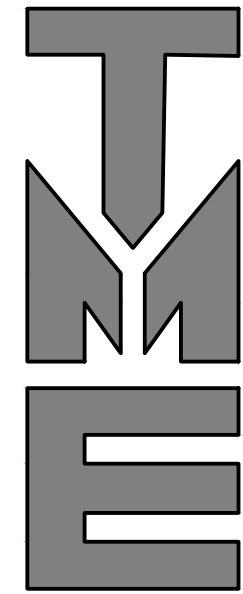
FLOOR & ELECTRICAL PLAN - ADDITION

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



FLOOR & ELECTRICAL PLAN - SHED

SCALE: 3/8"=1'-0"



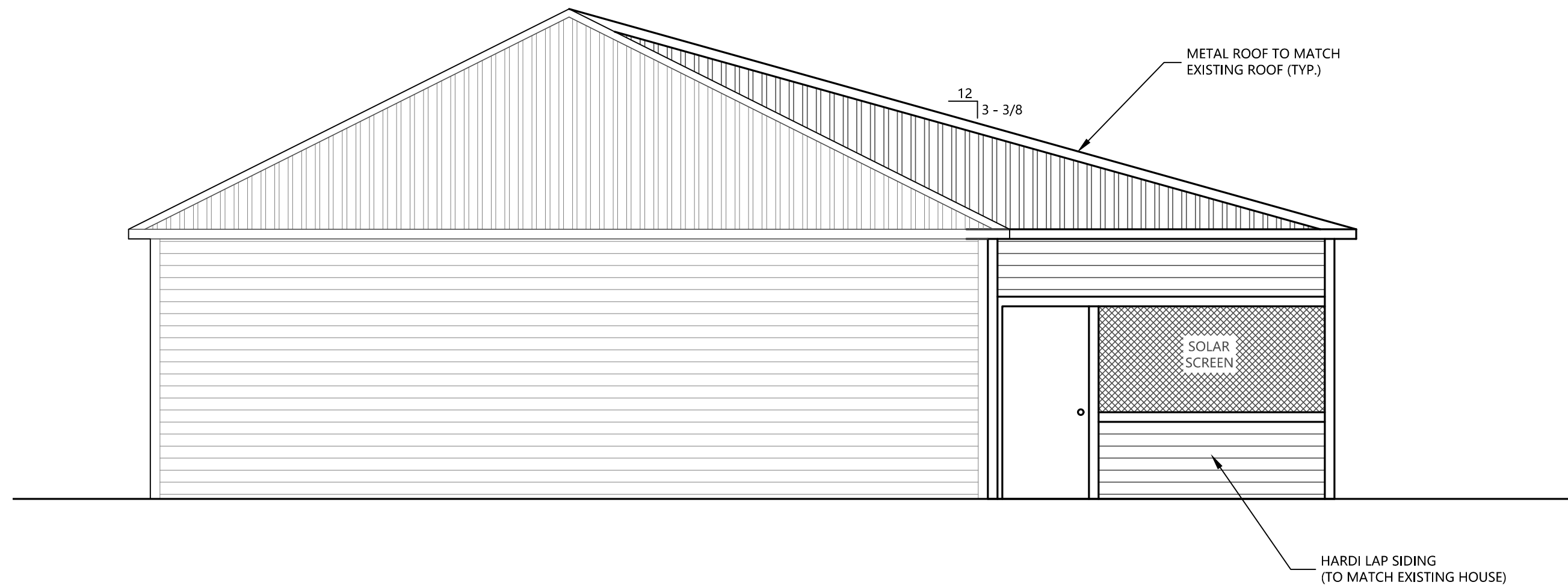
TERRY MORAN
ENGINEERING

P.O. BOX 4075
BILOXI, MS 39535

PH 228.896.4733

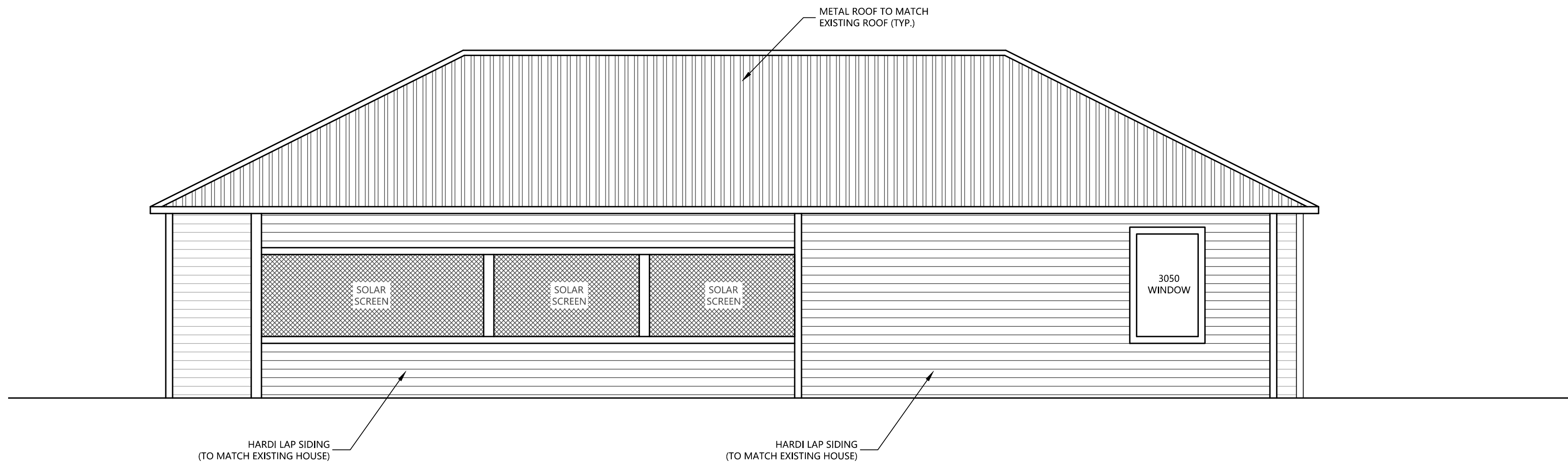
TERRY MORAN,
P.E., P.L.S

26-002



SIDE ELEVATION

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



REAR ELEVATION

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

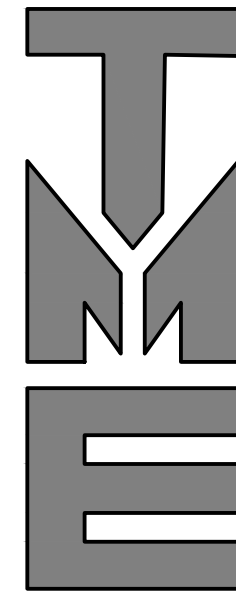
In Association With

FA | FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
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228-574-3659

Date 06-23-2026
Drawn By F.O.F.
Check By T.J.M.
REV _____

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

B2



TERRY MORAN
ENGINEERING

P.O. BOX 4075
BILOXI, MS 39535

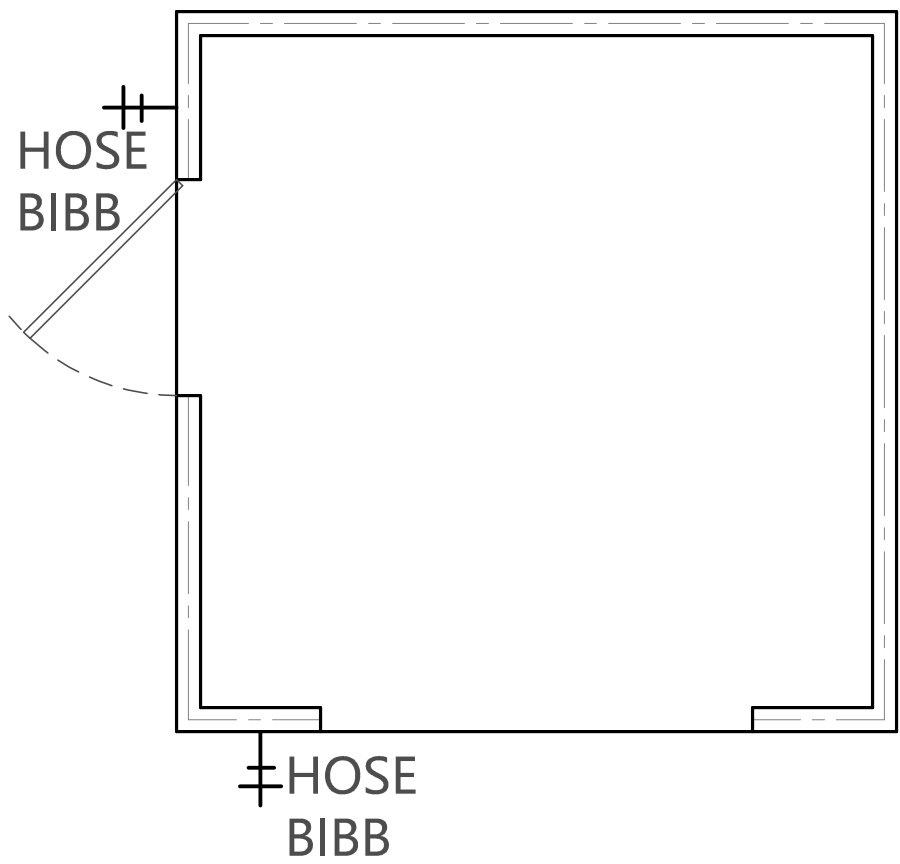
PH 228.896.4733
FAX 228.896.6768

TERRY MORAN,
P.E., P.L.S.

26-002

HVAC NOTES:

1. CONTRACTOR TO VERIFY ALL SPECS FOR HVAC UNITS SELECTED. INCLUDING VERIFYING ALL DIMENSIONAL REQUIREMENTS.
2. CONTRACTOR TO VERIFY ALL REQUIREMENTS ARE MET FOR MODEL SELECTED.



PLUMBING PLAN - SHED

SCALE: 3/8"=1'-0"

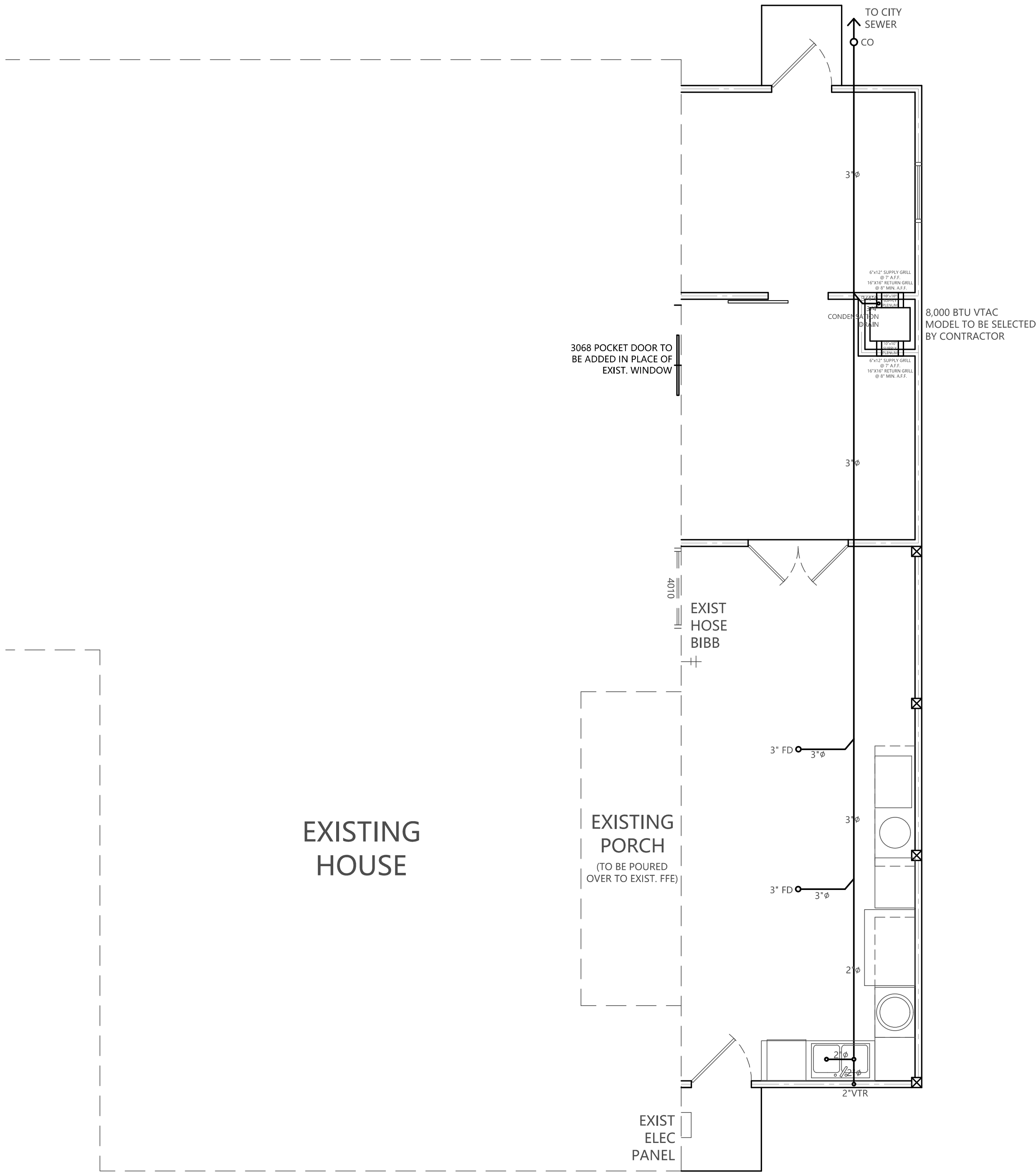
In Association With

FA FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 06-23-2026
Drawn By F.O.F.
Check By T.J.M.
REV _____

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

PM



PLUMBING & MECHANICAL PLAN - ADDITION

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



Item # b.

Caitlin Bourgeois <cbourgeois@baystlouis-ms.gov>

601 Citizen Street

2 messages

Chris Cheek <chris@sentrycare.com>

Wed, Aug 5, 2026 at 3:11 PM

To: "Cbourgeois@baystlouis-ms.gov" <cbourgeois@baystlouis-ms.gov>, Jeremy Burke <jburke@baystlouis-ms.gov>

Cc: "pcheek2015@gmail.com" <pcheek2015@gmail.com>, "Kyle.lewis@gulfcoastwoundcare.com"

<klewis@baystlouis-ms.gov>

We are writing to express our opposition to a request for a variance at 601 Citizen Street. The lot in question was created by a recent subdivision of the property to the north which was divided into 3 lots, and the house in question was subsequently built on this small lot. The code clearly states that the rear yard setback is 20 feet. For the City to reduce that to 7'2" is not in the best interest of our neighborhood and devalues existing houses.

Several older houses behind our lot are non-conforming with little to no setback. At best this creates an awkward situation when houses are occupying what should be a setback, further crowding our property and the neighborhood. Furthermore, we do not enjoy the same fire protection created by proper setbacks. If any house behind us catches fire, then our property is certain to burn.

Additionally, the city should enforce the zoning code on the books. When we buy property within the city limits, we agree to abide by the prevailing code. While I appreciate the opportunity to voice my concerns, it is awkward to ask a neighbor to judge the zoning request of another neighbor. Please just enforce the code and stop granting variances so readily!

Thank you for your consideration of our concerns for this variance request.

Sincerely,

Chris and Patricia Cheek



Christopher H. Cheek
Chief Executive Officer

SentryCare | sentrycare.com

P.O. Box 6579

D'Iberville, MS 39540

OFFICE 228.466.0843

chris@sentrycare.com

Jeremy Burke <jburke@baystlouis-ms.gov>

Wed, Aug 5, 2026 at

Item # b.

To: Chris Cheek <chris@sentrycare.com>

Cc: "Cbourgeois@baystlouis-ms.gov" <cbourgeois@baystlouis-ms.gov>, "pcheek2015@gmail.com" <pcheek2015@gmail.com>, "Kyle.lewis@gulfcoastwoundcare.com" <klewis@baystlouis-ms.gov>

Chris Cheek,
Thank you for your email. It will be added to the record.

[Quoted text hidden]

--

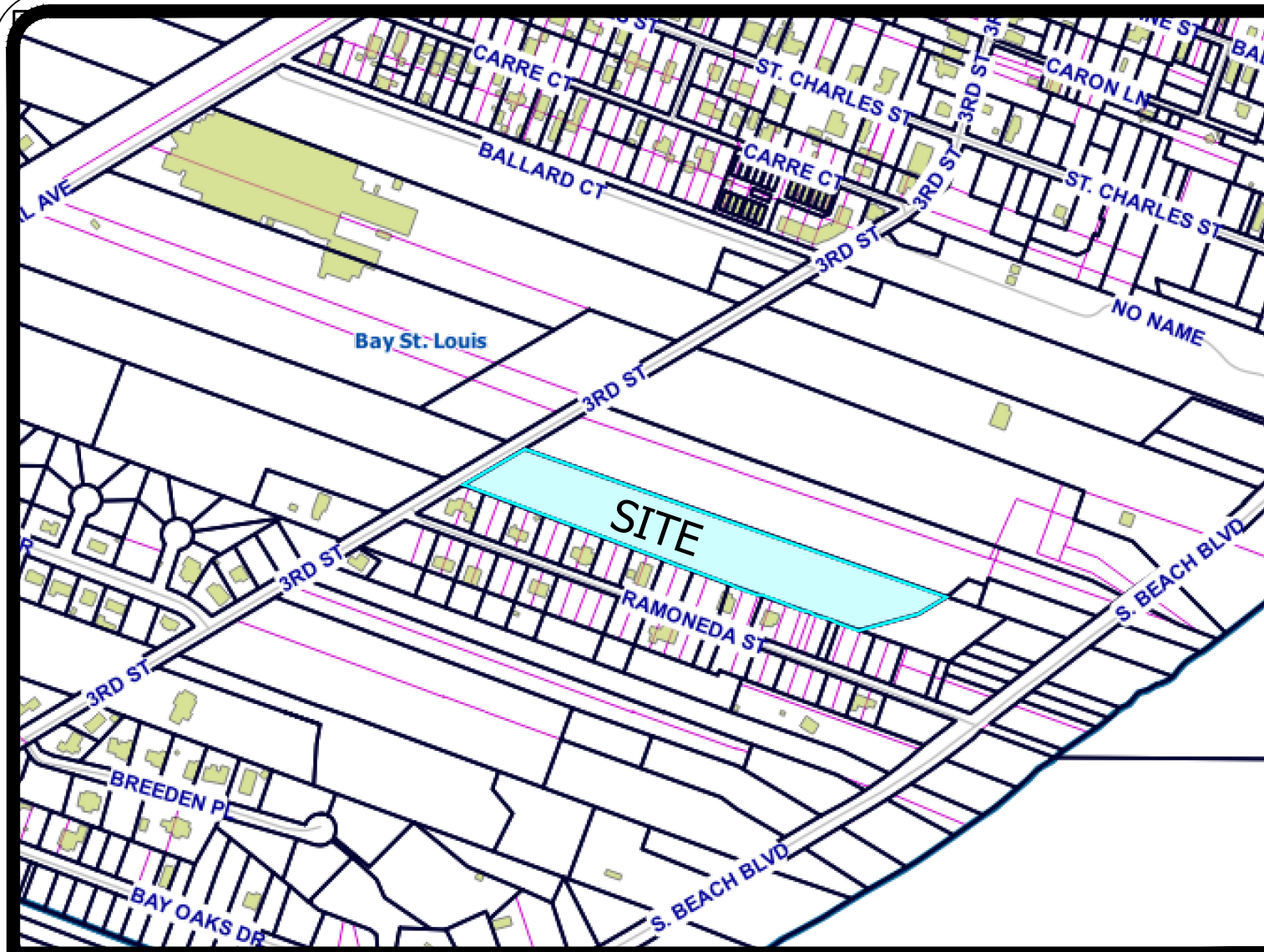
Security Notice:

The City of Bay St. Louis will never request wire transfer payments via email. Bay St Louis does not send invoices via email. If you receive an email claiming to be from me or the City of Bay St. Louis, requesting payment, please do not respond and forward the suspicious email to jburke@baystlouis-ms.gov for verification. For your safety, always double-check email addresses and avoid clicking on suspicious links.

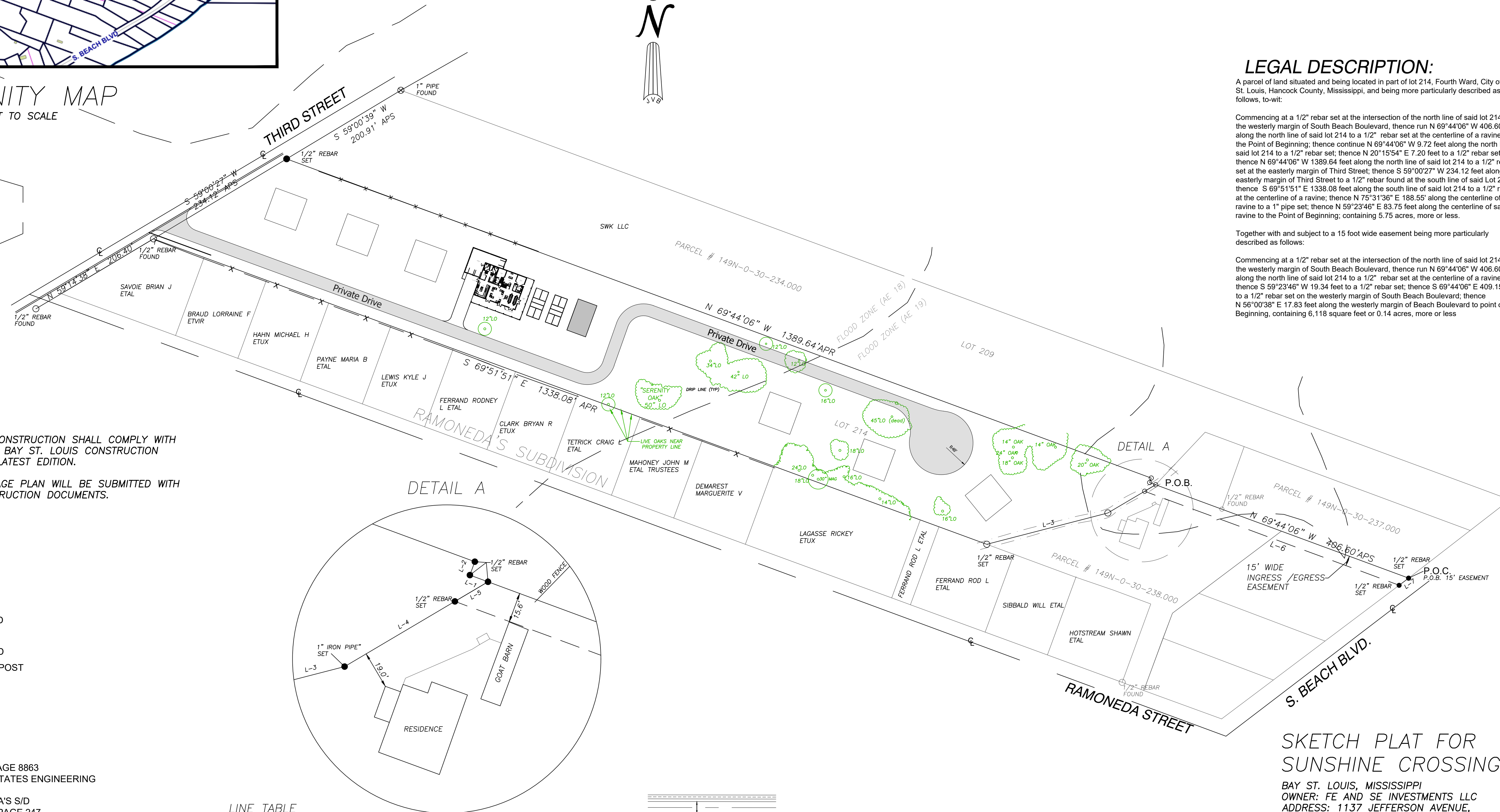


Jeremy Burke

Director of Planning/Historic Preservation Commission Coordinator/Community Affairs
City of Bay St Louis
228-466-5516



VICINITY MAP
NOT TO SCALE



NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF BAY ST. LOUIS CONSTRUCTION STANDARDS LATEST EDITION.

FINAL DRAINAGE PLAN WILL BE SUBMITTED WITH FINAL CONSTRUCTION DOCUMENTS.

LEGEND:

- CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊞ FENCE CORNER POST
- APS AS PER SURVEY
- APR AS PER RECORD

REFERENCES:

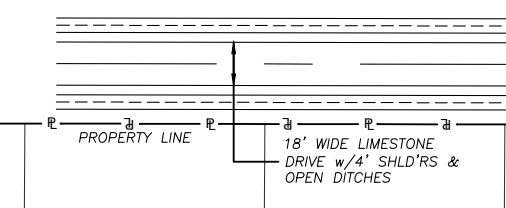
- 1) DEED BOOK 2014 PAGE 8863
- 2) SURVEY BY GULF STATES ENGINEERING DATED 05-05-2017
- 3) PLAT OF RAMONEDA'S S/D
- 4) DEED BOOK BB161 PAGE 247
- 5) DEED BOOK 2017 PAGE 13347
- 6) DEED BOOK 210 PAGE 7409
- 7) DEED BOOK 2019 PAGE 50

NOTES:

By graphic plotting only, this parcel is located in Flood Zones VE (EL 23) and AE (EL 19) as per FEMA Map # 28045C-0354D, Effective Date Oct. 16, 2009

LINE TABLE

L-1	N 69°44'06" W	9.72'
L-2	N 20°15'54" E	7.20'
L-3	N 75°31'36" E	188.55'
L-4	N 59°23'46" E	83.75'
L-5	S 59°23'46" W	19.34'
L-6	S 69°44'06" E	409.15'
L-7	N 53°00'38" E	17.83'



TYPICAL PRIVATE DRIVE SECTION
NOT TO SCALE

SKETCH PLAT FOR SUNSHINE CROSSING BAY ST. LOUIS, MISSISSIPPI

LEGAL DESCRIPTION:

A parcel of land situated and being located in part of lot 214, Fourth Ward, City of Bay St. Louis, Hancock County, Mississippi, and being more particularly described as follows, to-wit:

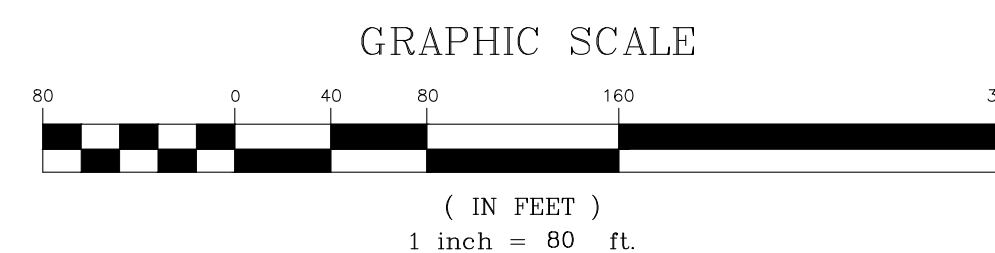
Commencing at a 1/2" rebar set at the intersection of the north line of said lot 214 with the westerly margin of South Beach Boulevard, thence run N 69°44'06" W 406.60 feet along the north line of said lot 214 to a 1/2" rebar set at the centerline of a ravine and the Point of Beginning; thence continue N 69°44'06" W 9.72 feet along the north line of said lot 214 to a 1/2" rebar set; thence N 20°15'54" E 7.20 feet to a 1/2" rebar set; thence N 69°44'06" W 1389.64 feet along the north line of said lot 214 to a 1/2" rebar set at the easterly margin of Third Street; thence S 59°00'27" W 234.12 feet along the easterly margin of Third Street to a 1/2" rebar found at the south line of said Lot 214; thence S 69°51'51" E 1338.08 feet along the south line of said lot 214 to a 1/2" rebar at the centerline of a ravine; thence N 75°31'36" E 188.55' along the centerline of said ravine to a 1" pipe set; thence N 59°23'46" E 83.75 feet along the centerline of said ravine to the Point of Beginning; containing 5.75 acres, more or less.

Together with and subject to a 15 foot wide easement being more particularly described as follows:

Commencing at a 1/2" rebar set at the intersection of the north line of said lot 214 with the westerly margin of South Beach Boulevard, thence run N 69°44'06" W 406.60 feet along the north line of said lot 214 to a 1/2" rebar set at the centerline of a ravine; thence S 59°23'46" W 19.34 feet to a 1/2" rebar set; thence S 69°44'06" E 409.15 feet to a 1/2" rebar set on the westerly margin of South Beach Boulevard; thence N 56°00'38" E 17.83 feet along the westerly margin of Beach Boulevard to point of Beginning, containing 6,118 square feet or 0.14 acres, more or less

SKETCH PLAT FOR SUNSHINE CROSSING

BAY ST. LOUIS, MISSISSIPPI
OWNER: FE AND SE INVESTMENTS LLC
ADDRESS: 1137 JEFFERSON AVENUE,
NEW ORLEANS, LA. 70115
TOTAL ACRES-5.75±

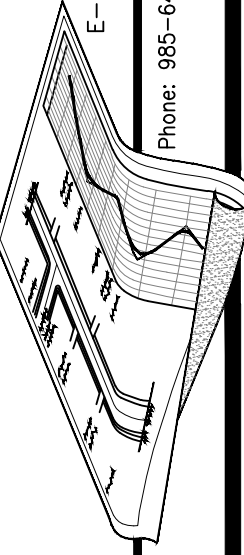


SKETCH PLAN FOR
SUNSHINE CROSSING
A PART OF LOT 214, FOURTH WARD,
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY, MISSISSIPPI
DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR
SUBSEQUENT OWNERS. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL OF SURVEYOR.
FE AND SE INVESTMENTS, LLC

SCALE: 1" = 80'
DATE: 07/14/2026
DRAWN BY: RMK CHECKED BY: SMB
DWG. NO. 20260000
SHEET C-1 OF 1

J.V. Burkes & Associates, Inc.
SURVEYING ENGINEERING • ENVIRONMENTAL

805 Shortcut Highway
Stidell, Louisiana 70458
E-mail: jvb@jvburkes.com
Phone: 985-649-0075 Fax: 985-649-0154



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

RE: Parcel No. 149N-0-30-238.001 / PT 214, 4th Ward, Bay St. Louis
600 Block of Third Street
Bay St. Louis, Mississippi

DATE: August 12, 2026

An application for a Special Use District has been submitted for approval by **FE AND SE Investments LLC**. The property in question is located in the 600 block of Third Street and is identified as:

- **Parcel Number:** 149N-0-30-238.001
- **Legal Description:** PT 214, 4th Ward, Bay St. Louis

The property is currently zoned **R-1 Single-Family Residential District** and **R-2 Two-Family Residential District**.

The applicant is requesting approval of a Special Use District to allow a private seven-cottage residential development on property that will be likely will be recorded on a condominium plat.

The proposed development consists of seven detached residential cottages designed to function as a unified residential community. The condominium form of ownership will allow individual ownership of the cottages while providing shared ownership and maintenance of the common areas and infrastructure through a condominium association.

The Special Use District process provides a clear framework for the proposed residential development by establishing the permitted use and ensuring the project is developed in accordance with a unified site plan rather than through conventional subdivision standards.

The proposed Special Use District would limit the property to the approved seven-cottage residential development and associated residential amenities, thereby eliminating the potential for other residential or nonresidential uses otherwise permitted within the underlying zoning districts unless subsequently approved by the City.

If the Special Use District is approved, the applicant will be required to return for Major Site Plan Review. At that time, the developer must submit a detailed site plan, including but not limited to:

- Building setbacks and separation requirements.
- Parking and internal circulation.
- Landscaping, buffering, and screening.
- Stormwater drainage and utility infrastructure.
- Emergency access

- Any additional conditions deemed necessary by the Planning and Zoning Board and City Council to ensure compatibility with the surrounding residential neighborhood.

The proposed cottage development provides an alternative residential housing option while maintaining a scale and character compatible with the surrounding neighborhood. Recording the development as a condominium will allow for coordinated maintenance of the common areas while preserving private ownership of the individual residential cottages.

The Special Use District will provide a clear development framework for the property, ensuring the residential character of the project is maintained while promoting quality infill development consistent with the City's long-term planning objectives.

If I can be of any further assistance in this matter, please feel free to contact my office.

Jeremy Burke
Zoning Administrator

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

RE: 355 Main Street
Parcel 149E-0-29-277.000
Legal Description: 553-B 1st Ward, Bay St. Louis

HEARING DATE: August 12, 2026

I have reviewed the application for a variance submitted by Betsy and Rea Montjoy. The property is located at 355 Main Street and is identified as Parcel 149E-0-29-277.000 (Legal Description: 553-B 1st Ward, Bay St. Louis). The property is zoned R-2 Two-Family Residential District.

The applicant is requesting a variance to construct an accessory structure/pavilion on the property, specifically:

Side Yard Setback:

Required: 5'

Proposed Distance of Side Yard: 3'

Variance Request: 2'

The administration recommends approval of the variance.

- Common in the neighborhood
- No hardship

Jeremy L. Burke
Zoning Administrator

GENERAL NOTES:

ALL MEANS OF EGRESS WINDOWS MUST COMPLY WITH SECTION R-310.2 OF THE 2018 IRC

ALL EXTERIOR WINDOWS/OPENINGS MUST COMPLY WITH SECTION R-301.2.1.2 OF THE 2018 IRC

FACORY BUILT FIREPLACES SHALL BE LISTED IN ACCORDANCE WITH THE UL 127 AS PER ARTICLE R1004.1 OF THE 2015 IRC

WINDOWS IN HAZARDOUS LOCATIONS (OVER BATHTUBS) BUST BE TEMPERED AND COMPLY WITH ARTICLE R308.4 OF THE 2015 IRC

RESIDENCE MUST COMPLY WITH FOLLOWING INSULATION REQUIREMENTS AS PER TABLE N1102.1 OF THE 2015 IRC.

CEILINGS: R-30 MIN, WALLS: R-13 MIN, FLOORS: R-11.

FENESTRATION U-FACTOR (.75)

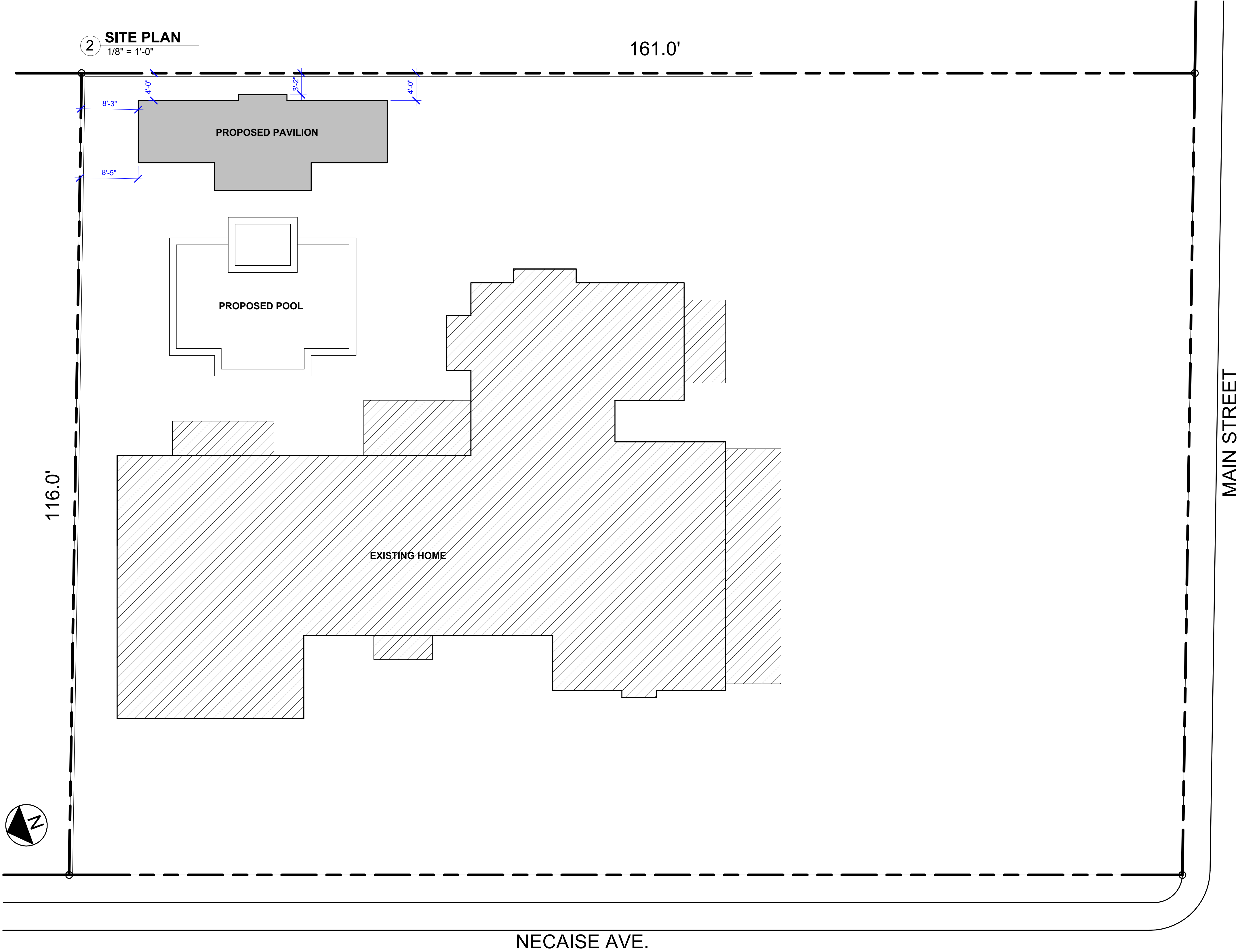
SOLAR HEAT GAIN COEFFICIENT (.40)

NEED "CITY STAMPED" APPROVED PLANS ON SITE FOR ALL INSPECTIONS

NEED PROOF OF TERMITE TREATMENT BEFORE SLAB AND FOOTING INSPECTION

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER DRAINAGE, JOBSITE CLEANUP, STREET CLEANING, CONSTRUCTION ENTRANCE AND SILT FENCING WHERE REQUIRED ON A DAILY BASIS

MUST CALL FOR STRAPPING AND OR CLIP INSPECTIONS BEFORE CLAD COVERING



504-452-6974
2107 Nicholson Avenue, Suite B
Waveland, MS 39576
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THESE PLANS HAVE BEEN PREPARED TO THE
BEST OF OUR ABILITIES. HOWEVER IT IS THE
RESPONISBILITY OF THE BUILDING CONTRACTOR
TO VERIFY THEIR ACCURACY

MONTJOY PAVILION

355 MAIN ST., BSL, MS 39520

BETSY MONTJOY

REVISIONS

NO.	DESCRIPTION	DATE

MONTJOY PAVILION

SITE

LIVING AREA:	-
UNDER BEAM:	366 SQFT
1.1	
SCALE:	1/8" = 1'-0"
DRWN BY: COLT LEE	DATE: 07/24/2026

GENERAL NOTES:

ALL MEANS OF EGRESS WINDOWS MUST COMPLY WITH SECTION R-310.2 OF THE 2018 IRC

ALL EXTERIOR WINDOWS/OPENINGS MUST COMPLY WITH SECTION R-301.2.1.2 OF THE 2018 IRC

FACTORY BUILT FIREPLACES SHALL BE LISTED IN ACCORDANCE WITH THE UL 127 AS PER ARTICLE R1004.1 OF THE 2015 IRC

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RESIDENCE MUST COMPLY WITH FOLLOWING INSULATION REQUIREMENTS AS PER TABLE N1102.1 OF THE 2015 IRC.
CEILINGS: R-30 MIN, WALLS: R-13 MIN, FLOORS: R-11.
FENESTRATION U-FACTOR (.75)
SOLAR HEAT GAIN COEFFICIENT (.40)

NEED "CITY STAMPED" APPROVED PLANS ON SITE FOR ALL INSPECTIONS

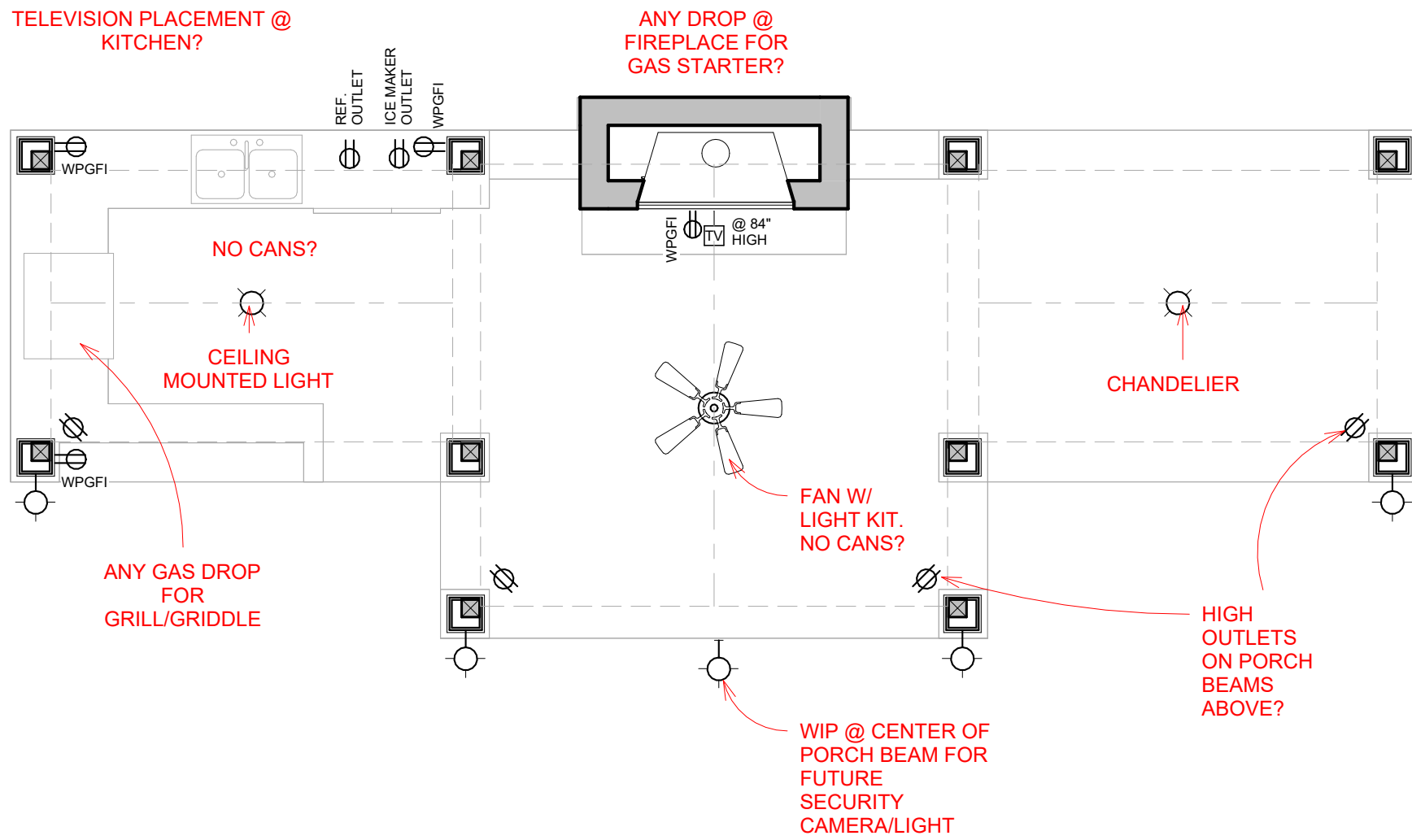
NEED PROOF OF TERMITE TREATMENT BEFORE SLAB AND FOOTING INSPECTION

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER DRAINAGE, JOBSITE CLEANUP, STREET CLEANING, CONSTRUCTION ENTRANCE AND SILT FENCING WHERE REQUIRED ON A DAILY BASIS

MUST CALL FOR STRAPPING AND OR CLIP INSPECTIONS BEFORE CLAD COVERING

2 ELECTRIC

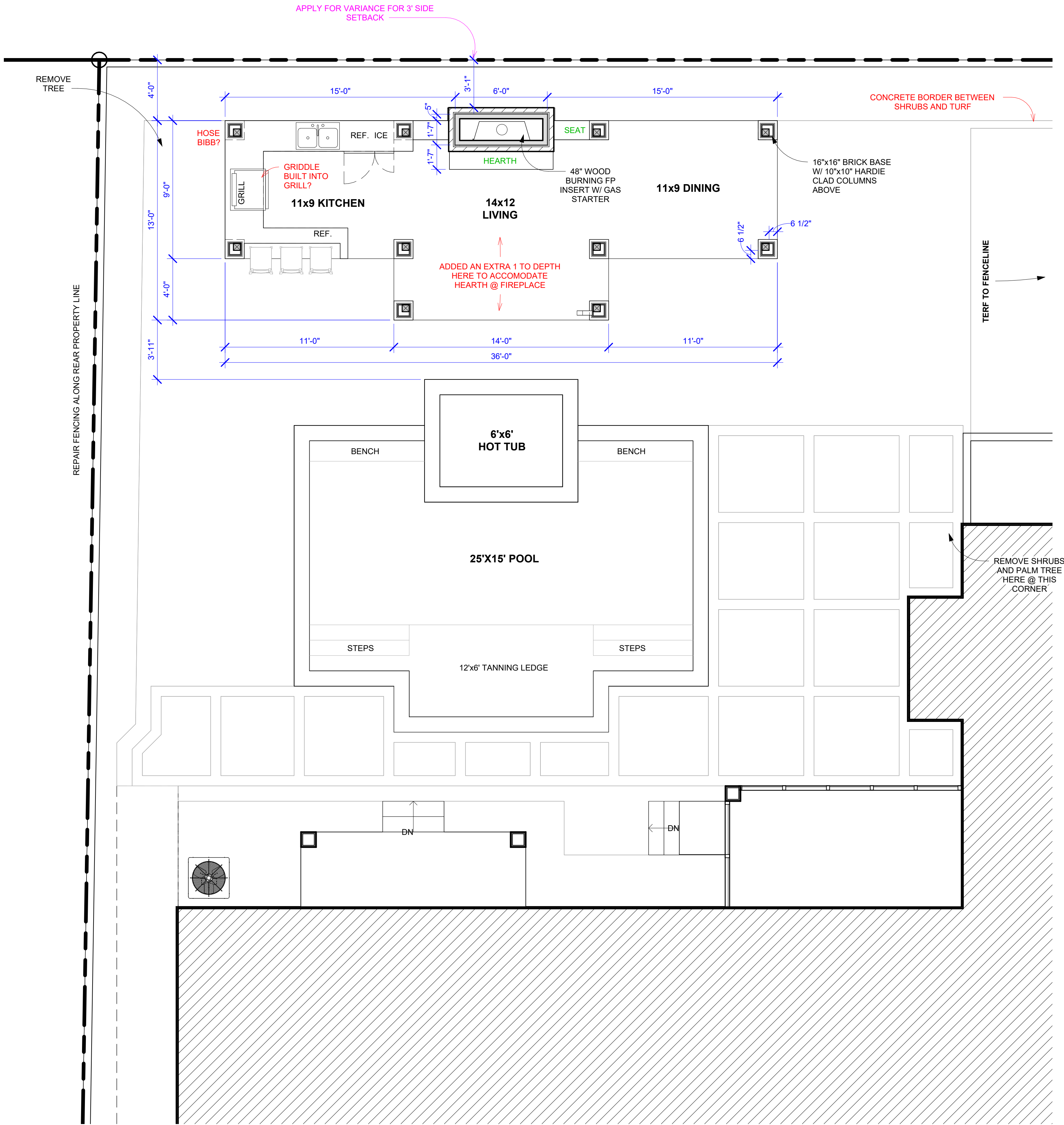
1/4" = 1'-0"



SYMBOLS	
	WIRES
	CEILING MOUNTED FAN
	CEILING MOUNTED FIXTURE
	WALL MOUNTED FIXTURE
	DUPLEX OUTLET, 120V MOUNTED 14" ABOVE FIN. FLR.
	TRIPLEX OUTLET, 240V MOUNTED 14" ABOVE FIN. FLR.
	DUPLEX OUTLET, 120V GROUND FALT INTERRUPTER CIRCUIT BREAKER
	DUPLEX OUTLET, 120V, WATER PROOF COVER PLATE AND BOX, GROUND FALT INTERRUPTER CIRCUIT BREAKER
	DUPLEX CEILING MOUNTED OUTLET, 120V
	SILENT SWITCH
	3 WAY SWITCH
	CABEL TELEVISION JACK, MOUNTED 84" ABOVE FIN. FLR.
	GAS DROP

1 FLOOR PLAN

1/4" = 1'-0"



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MONTJOY PAVILION

355 MAIN ST., BSL, MS 39520
BETSY MONTJOY

REVISIONS

NO.	DESCRIPTION	DATE

MONTJOY PAVILION

FLOOR PLAN

LIVING AREA:	-
UNDER BEAM:	366 SQFT
4.1	
SCALE:	1/4" = 1'-0"
DRWN BY: COLT LEE	DATE: 07/24/2026



THESE PLANS HAVE BEEN PREPARED TO THE
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BETSY MONTJOY

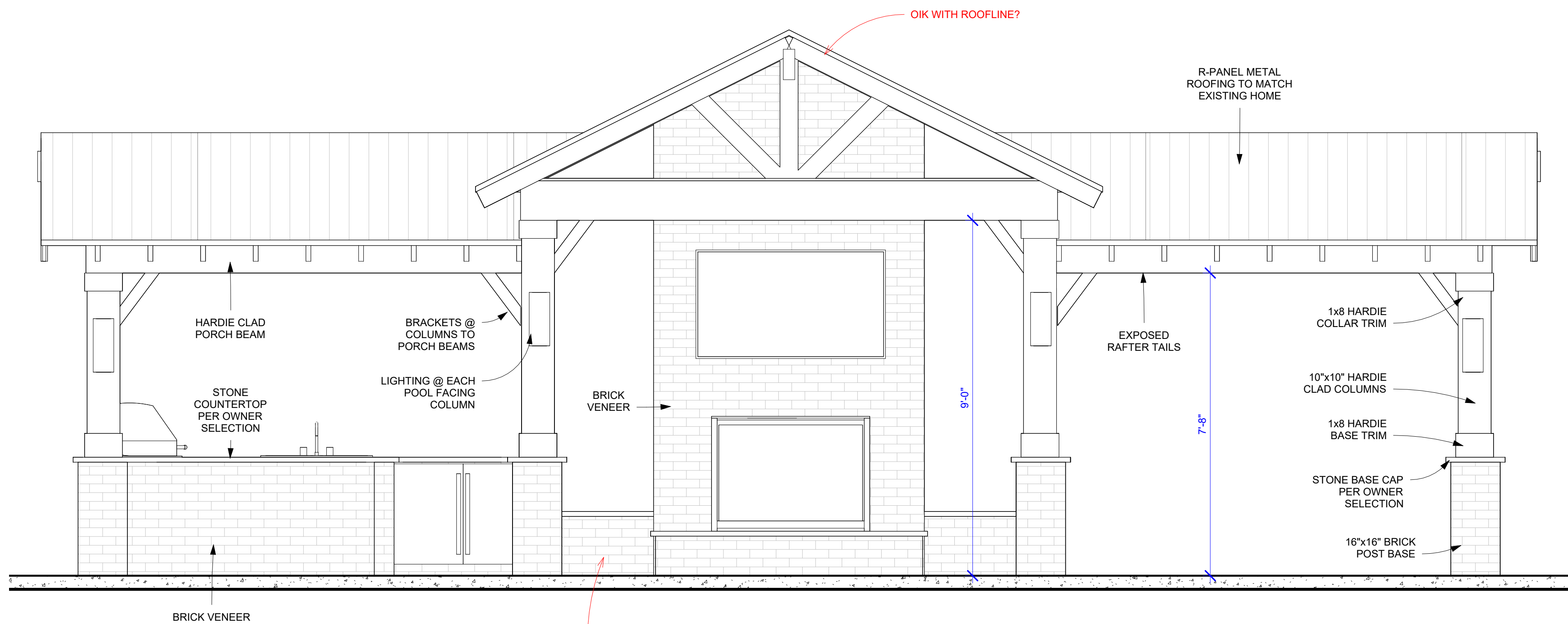
[illegible]

DRWN BY:	COLT LEE	DATE:	07/24/2026
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1/2" = 1'-0'

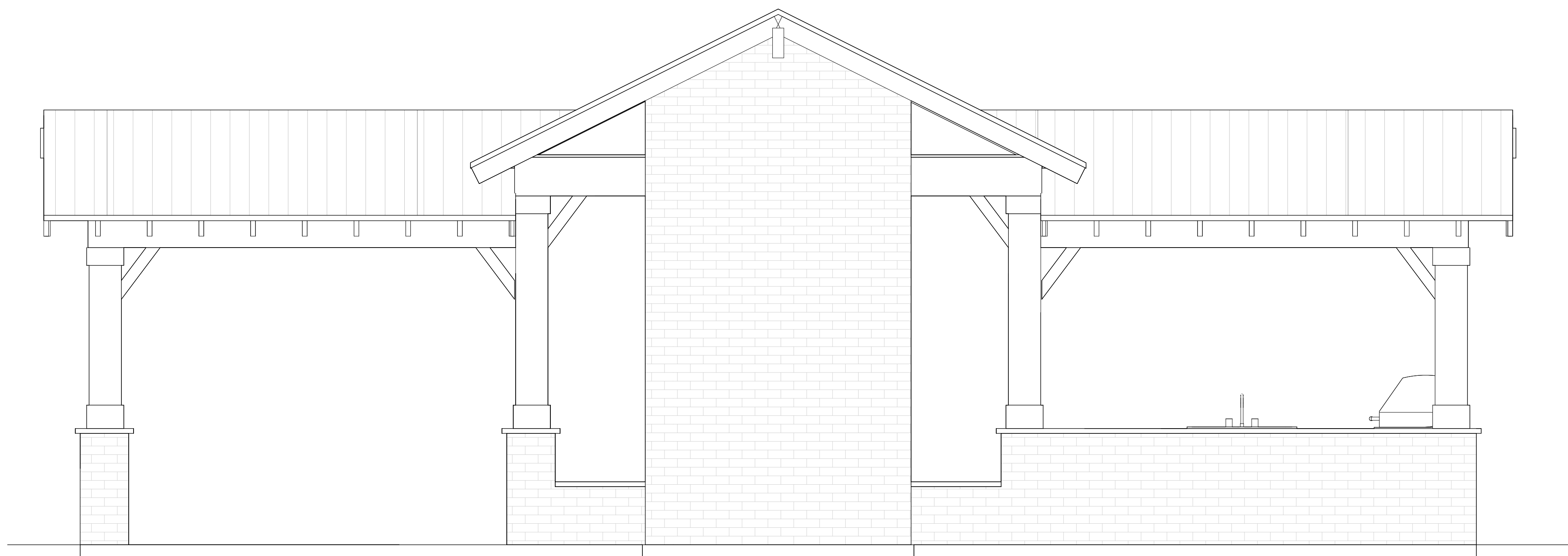
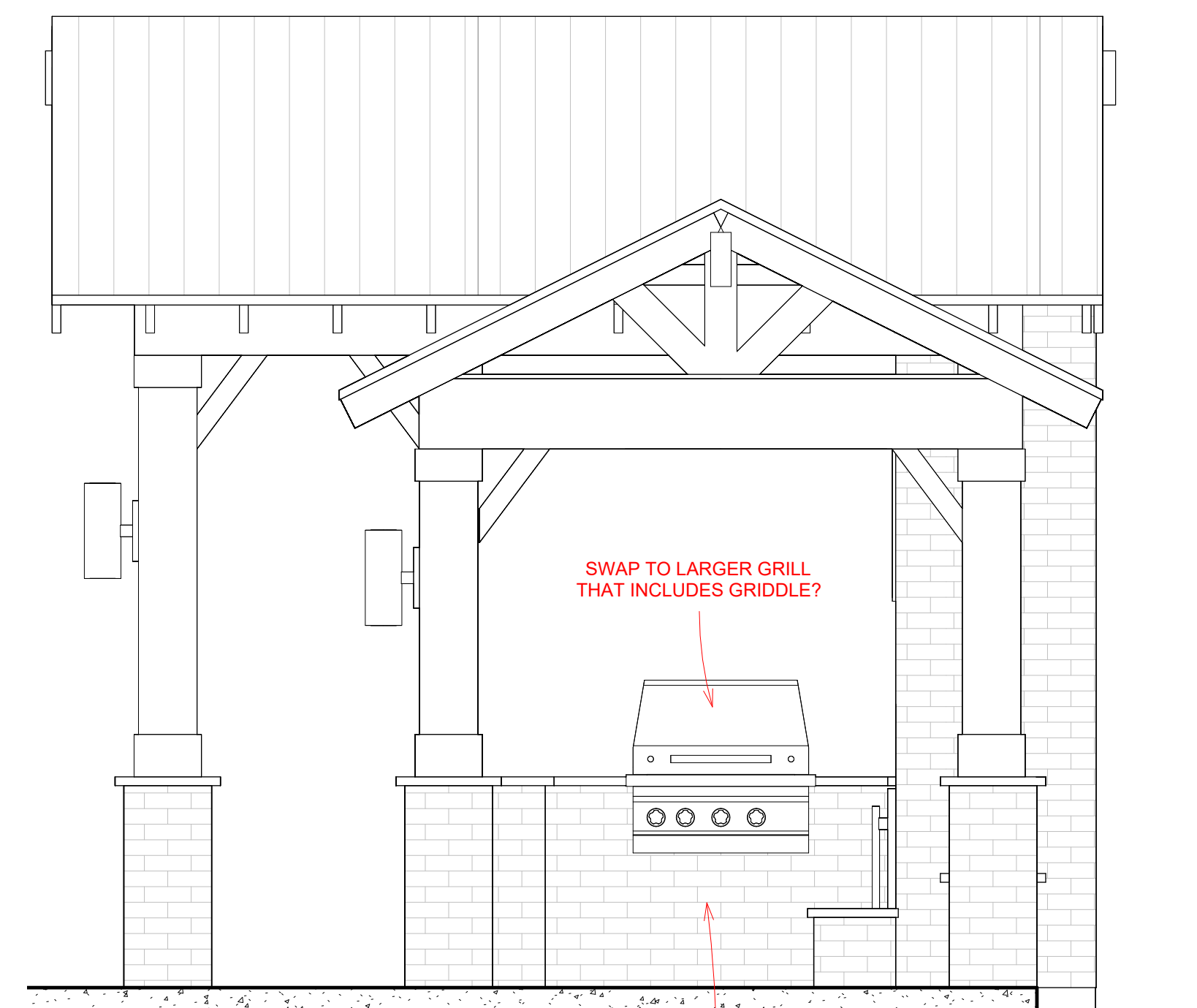


1/2" = 1'-0'



COULD HAVE A HARDIE CLAD BENCH
SEAT W/ SOME TYPE OF COMPOSITE
OR TREATED WOOD SEAT.

1/2" = 1'-0"


$$\frac{1}{2}'' = 1'-0''$$


ADD DRAWER FACE UNDER SINK
AND GRILL FOR STORAGE?



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MONTJOY PAVILION

355 MAIN ST., BSL, MS 39520
BETSY MONTJOY

REVISIONS

NO.	DESCRIPTION	DATE

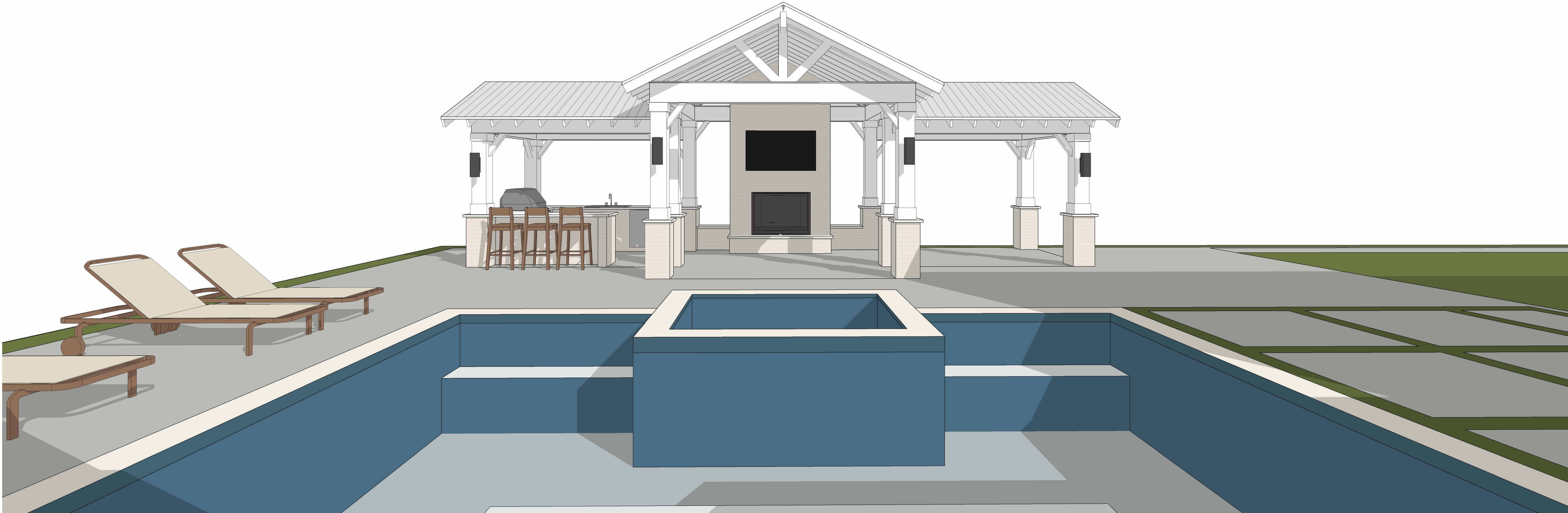
MONTJOY PAVILION

3D

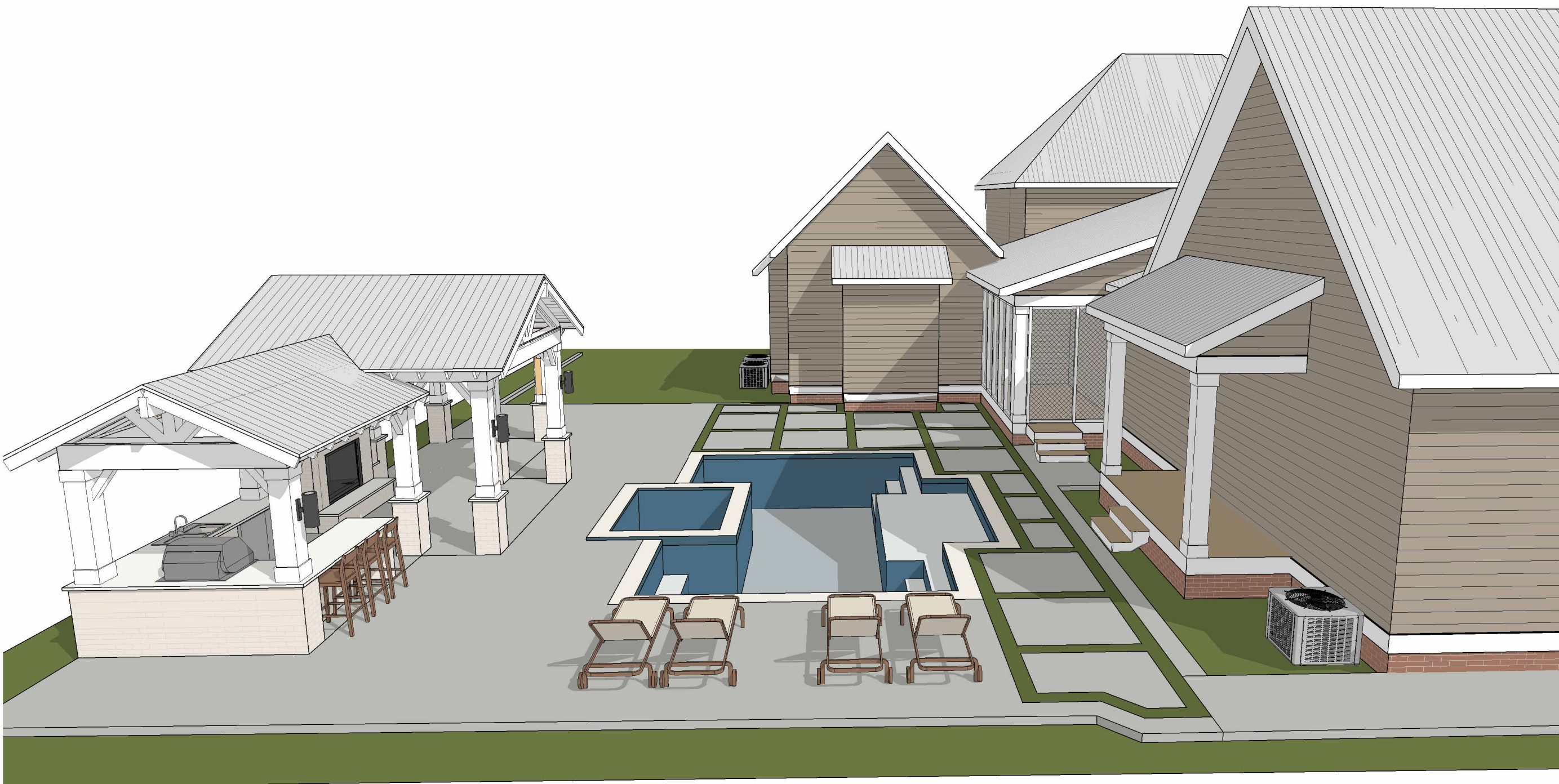
LIVING AREA: -
UNDER BEAM: 366 SQFT

9

SCALE:
DRWN BY: COLT LEE | DATE: 07/24/2026



- CEILING OPTIONS:
- KEEP VAULTED CEILINGS EVERYWHERE W/ EXPOSED RAFTERS AND DECORATIVE ROOF DECKING AS SHOWN. (LEAVES ANY POTENTIAL WIRING EXPOSED)
 - KEEP VAULTED CEILINGS EVERYWHERE BUT COVER RAFTERS WITH HARDIE/DECORATIVE BOARD FINISH (CAN HIDE WIRING)
 - KEEP EITHER VAULTED CEILING OPTION OVER THE LIVING AREA BUT SWAP TO A FLAT CEILING OVER THE DINING AND KITCHEN AREAS.



	CITY OF BAY ST. LOUIS_COUNCIL DOCKET_08/18/2026_26-044					
						PAGE 1
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47791	ADVANCE AUTO PARTS	7/30/2026	COOLANT RESERVOIR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 233.62
47851		7/30/2026	REFRIGERANT SCALE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 284.99
47851		7/30/2026	FREON(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 329.99
47852		8/4/2026	COOLANT TANK(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 156.67
47852		8/4/2026	COOLANT RESERVOIR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (233.62)
47776		8/5/2026	CONNECTOR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.14
47776		8/5/2026	EXHAUST CLAMP(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.88
47776		8/5/2026	EXHAUST CLAMP(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.88
47792		7/30/2026	SAFETY SWITCH(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 55.66
47778		8/6/2026	PURGE VALVE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 41.36
					TOTAL:	\$ 880.57
47862	AIRGAS, INC	7/31/2026	LARGE ACETYLENE(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 176.49
47862		7/31/2026	LARGE OXYGEN(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 176.49
47862		7/31/2026	HAZMAT	UTILITY FUND	UTILITY OPERATIONS	\$ 209.99
					TOTAL:	\$ 562.97
47762	AT&T MOBILITY	7/27/2026	BUILDING DEPARTMENT IPADS(4)	GENERAL FUND	BUILDING DEPARTMENT	\$ 122.19
47762		7/27/2026	COMMUNITY HALL PHONE	GENERAL FUND	GOVT BUILDING & PLANT	\$ 17.57
47762		7/27/2026	PUBLIC WORKS HOTSPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 40.73
47762		7/27/2026	PUBLIC WORKS IPADS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 81.46
47762		7/27/2026	WIRELESS AIRLINK	UTILITY FUND	UTILITY OPERATIONS	\$ 43.73
47762		7/27/2026	UTILITIES HOTSPOT	UTILITY FUND	UTILITY OPERATIONS	\$ 40.73
47762		7/27/2026	UTILITIES CALLOUT	UTILITY FUND	UTILITY OPERATIONS	\$ 46.59
47762		7/27/2026	UTILITIES LOCATING	UTILITY FUND	UTILITY OPERATIONS	\$ 40.73
47762		7/27/2026	UTILITIES IPADS(4)	UTILITY FUND	UTILITY OPERATIONS	\$ 162.92

						PAGE 2
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47762	AT&T MOBILITY	7/27/2026	HARBORMASTER PHONE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 46.59
					TOTAL:	\$ 643.24
47803	B&R INDUSTRIAL SUPPLY INC	8/3/2026	DOOR CLOSER(1)	GENERAL FUND	GOVT BUILDING & PLANT	\$ 292.97
47804		8/4/2026	ENGINE HEATER(1)	GENERAL FUND	FIRE	\$ 186.20
47804		8/10/2026	GLASSES(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.43
47804		8/10/2026	GLOVES(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.15
47804		8/10/2026	GLOVES(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.96
47804		8/10/2026	CHEMICAL GLOVES(7)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 78.05
47804		8/10/2026	GLOVES(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.66
47804		8/10/2026	GLOVES(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18.56
47804		8/10/2026	EAR PLUGS(5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 0.45
47804		8/10/2026	GLASSES(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.80
47804		8/10/2026	SCRUBS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 37.52
47804		8/10/2026	WASP KILLER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.45
47804		8/10/2026	SWINCHER(23)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 99.36
47804		8/10/2026	PONCHO(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.94
47804		8/10/2026	TAPE MEASURE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.85
47804		8/10/2026	CAUTION TAPE(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 29.43
47804		8/10/2026	9V BATTERY(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 23.52
47804		8/10/2026	AA BATTERY(8)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.20
47804		8/10/2026	6V BATTERY(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.52
47804		8/10/2026	15" CABLE TIES(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.88
47804		8/10/2026	ELECTRICAL TAPE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.26
47804		8/10/2026	DUCT TAPE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.36
47804		8/10/2026	2" RATCHET(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.40
47804		8/10/2026	2" RATCHET(5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 113.15
47804		8/10/2026	1" RATCHET(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 104.64
47804		8/10/2026	PRUNING SHEAR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 9.12

						PAGE 3
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47804	B&R INDUSTRIAL SUPPLY INC	8/10/2026	RECIP BLADE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.57
47804		8/10/2026	12" 10/14 BIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.00
47804		8/10/2026	INSECT REPEL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.50
47804		8/10/2026	4" CABLE TIE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 0.99
47804		8/10/2026	8" ZIP TIES(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8.16
47804		8/10/2026	TEFLON PIPE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 0.72
47853		8/10/2026	4" CHIP BRUSH(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.10
47853		8/10/2026	2" PAINT BRUSH(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.60
47853		8/10/2026	9" ROLLER COVER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.12
47853		8/10/2026	HI TEMP GREASE(17)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 116.45
47853		8/10/2026	2 CYCLE OIL(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.08
47853		8/10/2026	BAR & CHAIN OIL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.63
					TOTAL:	\$ 1,386.75
47731	BANKS & BANKS LTD (dba TOPPER WORLD)	8/4/2026	2026 SILVERADO 5.8'	FIRE QUARTER MILL FUND	FIRE	\$ 1,625.00
47731		8/4/2026	2021 FORD F250 6.5'	FIRE QUARTER MILL FUND	FIRE	\$ 3,250.00
47731		8/4/2026	LABOR	FIRE QUARTER MILL FUND	FIRE	\$ 150.00
		8/4/2026	DISPOSABLES	FIRE QUARTER MILL FUND	FIRE	\$ 10.00
					TOTAL:	\$ 5,035.00
47701	BAY ICE COMPANY	7/31/2026	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 72.00
47867		8/10/2026	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 120.00
					TOTAL:	\$ 192.00
47755	BAY MOTOR WINDING, INC	8/6/2026	75 HP MOTOR(1)	UTILITY C&M FUND	UTILITY OPERATIONS	\$ 9,045.00
47755		8/6/2026	FREIGHT	UTILITY C&M FUND	UTILITY OPERATIONS	\$ 300.00
					TOTAL:	\$ 9,345.00

						PAGE 4
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47809	BAY ST. LOUIS NEWSPAPERS, INC DBA:SEA COAST ECHO)	8/5/2026	P&Z HEARING	GENERAL FUND	CITY COUNCIL	\$ 53.64
					TOTAL:	\$ 53.64
47749	BETZ ROSETTI & ASSOCIATES, INC.	8/5/2026	ADD PARKS/REC_4-WHEELER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 52.00
					TOTAL:	\$ 52.00
47869	BOTTOM 2 TOP CONSTRUCTION, LLC	8/12/2026	PAY APP #4 LIFT STATION REPAIRS PROJECT	ARPA FUND	UTILITY OPERATIONS	\$ 486,644.04
					TOTAL:	\$ 486,644.04
47767	BRENTLEY D MELTON JR	8/7/2026	RESTITUTION	GENERAL FUND	NON-DEPARTMENTAL	\$ 150.00
					TOTAL:	\$ 150.00
47735	BUTLER SNOW	7/31/2026	PROFESSIONAL SERVICES_JULY 2026	GENERAL FUND	ADMINISTRATION	\$ 10,417.00
					TOTAL:	\$ 10,417.00
47805	CHANCELLOR, INC.	7/31/2026	125V GFCI(7)	GENERAL FUND	FIRE	\$ 166.19
47805		7/31/2026	WATERPROOF COVER(7)	GENERAL FUND	FIRE	\$ 48.74
					TOTAL:	\$ 214.93
47689	CITY OF BAY SAINT LOUIS	8/3/2026	CEPA PAID 2 UTILITY PAYMENTS ON FRAN CHECK	GENERAL FUND	NON-DEPARTMENTAL	\$ 85.38
47698		7/25/2026	DEPOSIT FORFEIT_EVENT #OT72526	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 400.00
					TOTAL:	\$ 485.38

						PAGE 5
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47806	COAST CHLORINATOR & PUMP CO, INC	7/29/2026	55GAL AQUA MAG(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 1,450.00
					TOTAL:	\$ 1,450.00
47692	COAST ELECTRIC POWER ASSOCIATION	7/22/2026	870474-005 HWY 603 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 183.81
47692		7/22/2026	870474-006 HWY 603/CUZ'S	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 260.60
47819		8/5/2026	386820-056 HWY 90 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 94.00
47681		7/27/2026	386820-057 HWY 603 BOAT LAUNCH	GENERAL FUND	PARKS & RECREATION	\$ 484.00
					TOTAL:	\$ 1,022.41
47729	COBURN'S SUPPLY COMPANY, INC	7/29/2026	CLAMP COUPLING(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 443.76
47729		7/29/2026	2" X 4" NIPPLE(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 31.28
47730		7/29/2026	WATER STOP(6)	UTILITY FUND	UTILITY OPERATIONS	\$ 211.74
					TOTAL:	\$ 686.78
47738	COMCEPTS, LLC	8/1/2026	ANSWERING SERVICE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 178.17
47738		8/1/2026	ANSWERING SERVICES	UTILITY FUND	UTILITY OPERATIONS	\$ 178.18
					TOTAL:	\$ 356.35
47732	COMMUNICATIONS INTERNATIONAL INC.	8/4/2026	100W SPEAKER(1)	GENERAL FUND	FIRE	\$ 150.00
47732		8/4/2026	INSTALL LABOR	GENERAL FUND	FIRE	\$ 78.50
					TOTAL:	\$ 228.50
47871	COMPUTER EASY	8/11/2026	CONSULTING SERVICES_COMPROLLER	GENERAL FUND	ADMINISTRATION	\$ 5,110.00
					TOTAL:	\$ 5,110.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47855	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	8/3/2026	1" NEPTUNE METER(18)	UTILITY FUND	UTILITY OPERATIONS	\$ 9,036.00
47826		8/3/2026	2" VALVE(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 352.00
					TOTAL:	\$ 9,388.00
47857	COVINGTON SALES & SERVICE, INC.	8/6/2026	PUMP DECK MOTOR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,895.36
47857		8/6/2026	FREIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.00
47856		8/10/2026	REEL CART MOUNT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 2,205.00
47856		8/10/2026	FREIGHT	UTILITY FUND	UTILITY OPERATIONS	\$ 64.92
					TOTAL:	\$ 5,220.28
47737	CSPIRE	8/1/2026	COUNCIL	GENERAL FUND	CITY COUNCIL	\$ 52.28
47737		8/1/2026	COUNCIL	GENERAL FUND	CITY COUNCIL	\$ 46.59
47737		8/1/2026	COURT	GENERAL FUND	JUDICIAL	\$ 49.06
47737		8/1/2026	COURT	GENERAL FUND	JUDICIAL	\$ 46.59
47737		8/1/2026	ADMIN & FINANCE	GENERAL FUND	ADMINISTRATION	\$ 105.14
47737		8/1/2026	ADMIN & FINANCE	GENERAL FUND	ADMINISTRATION	\$ 46.59
47737		8/1/2026	BUILDING DEPARTMENT	GENERAL FUND	BUILDING DEPARTMENT	\$ 58.53
47737		8/1/2026	BUILDING DEPARTMENT	GENERAL FUND	BUILDING DEPARTMENT	\$ 46.59
47737		8/1/2026	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 27.72
47737		8/1/2026	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 270.00
47737		8/1/2026	OLD TOWN COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 270.00
47737		8/1/2026	DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 270.00
47737		8/1/2026	POLICE	GENERAL FUND	POLICE	\$ 270.00
47737		8/1/2026	POLICE	GENERAL FUND	POLICE	\$ 447.98
47737		8/1/2026	FIRE	GENERAL FUND	FIRE	\$ 185.00
47737		8/1/2026	FIRE	GENERAL FUND	FIRE	\$ 540.00
47737		8/1/2026	PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 71.58
47737		8/1/2026	PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 46.59
47737		8/1/2026	RECREATION	GENERAL FUND	PARKS & RECREATION	\$ 11.14

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 7 AMOUNT
47737	CSPIRE	8/1/2026	RECREATION	GENERAL FUND	PARKS & RECREATION	\$ 46.59
47737		8/1/2026	UTILITY	UTILITY FUND	ADMINISTRATION	\$ 46.59
47737		8/1/2026	UTILITY	UTILITY FUND	ADMINISTRATION	\$ 120.81
47737		8/1/2026	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 100.64
					TOTAL:	\$ 3,176.01
47785	CUSTOM PRODUCTS CORPORATION	8/4/2026	COROPLAST WHITE(25)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 72.50
47785		8/4/2026	STAKE(25)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 31.50
47785		8/4/2026	SHIPPING COST	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 85.00
					TOTAL:	\$ 189.00
47714	DELTA FIRE & SAFETY, INC.	7/31/2026	PARTS	GENERAL FUND	FIRE	\$ 1,377.53
47714		7/31/2026	LABOR	GENERAL FUND	FIRE	\$ 1,113.00
					TOTAL:	\$ 2,490.53
47757	DUNN UTILITY PRODUCTS	2/26/2026	PIPE DELIVERY FEE	CAP X GRANT FUND	STREETS CAPX	\$ 500.00
47860		8/2/2026	18X11 CLASS III ARCH(248)	CAP X GRANT FUND	STREETS CAPX	\$ 7,936.00
47860		8/2/2026	PIPE DELIVERY FEE	CAP X GRANT FUND	STREETS CAPX	\$ 500.00
47861		8/2/2026	18X11 CLASS III ARCH(248)	CAP X GRANT FUND	STREETS CAPX	\$ 7,936.00
47861		8/2/2026	PIPE DELIVERY FEE	CAP X GRANT FUND	STREETS CAPX	\$ 500.00
					TOTAL:	\$ 17,372.00
47706	EQUIPMENT CONTROLS COMPANY, INC.	7/23/2026	SONIX 880_45LT(24)	UTILITY FUND	UTILITY OPERATIONS	\$ 31,109.76
47706		7/23/2026	700GM SMARTPOINT(24)	UTILITY FUND	UTILITY OPERATIONS	\$ 7,595.28
47706		7/23/2026	AMR BRACKET_45LT(24)	UTILITY FUND	UTILITY OPERATIONS	\$ 725.76

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47706	EQUIPMENT CONTROLS COMPANY, INC.	7/23/2026	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	\$ 378.45
					TOTAL:	\$ 39,809.25
47760	FOUR SEASONS HEATING & AIR CONDITIONING	8/1/2026	EMERGENCY A/C REPAIR_OLD TOWN CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 401.00
					TOTAL:	\$ 401.00
47739	FUELMAN	8/3/2026	FUELMAN_P.D. #9719	GENERAL FUND	POLICE	\$ 2,063.36
47868		8/10/2026	FUELMAN_P.D. #4244	GENERAL FUND	POLICE	\$ 2,224.75
47693		7/27/2026	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 505.51
47817		8/3/2026	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 584.62
					TOTAL:	\$ 5,378.24
47705	GULF COAST BUSINESS SUPPLY CO., INC.	7/29/2026	GLASS CLEANER(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 35.34
47705		7/29/2026	SPRAY BOTTLE(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.80
47705		7/29/2026	DAWN DISH SOAP(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 35.00
47705		7/29/2026	SPRAY TRIGGER(12)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.60
					TOTAL:	\$ 96.74
47818	HANCOCK COUNTY SHERIFF'S DEPARTMENT	8/6/2026	HOUSING INMATES_JULY 20206	GENERAL FUND	JUDICIAL	\$ 6,320.00
					TOTAL:	\$ 6,320.00
47812	HC SOLID WASTE AUTHORITY	8/5/2026	OLD TOWN COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 88.86
47812		8/5/2026	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 166.61
47718		7/6/2026	CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 166.61
47812		8/5/2026	CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 166.61
47812		8/5/2026	CARPENTER YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 913.02

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47811	HC SOLID WASTE AUTHORITY	8/5/2026	SOLID WASTE_JULY 2026	UTILITY FUND	UTILITY OPERATIONS	\$ 76,197.30
47811		8/5/2026	BULKY WASTE_JULY 2026	UTILITY FUND	UTILITY OPERATIONS	\$ 15,269.40
47812		8/5/2026	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 621.97
					TOTAL:	\$ 93,590.38
47736	HC UTILITY AUTHORITY	7/31/2026	ADMIN FEE & DEBT SVC_JULY 2026	UTILITY FUND	UTILITY OPERATIONS	\$ 114,299.23
					TOTAL:	\$ 114,299.23
47815	HC WATER & SEWER DISTRICT	7/31/2026	109405_FS #2 HWY 603	GENERAL FUND	FIRE	\$ 83.30
47813		7/31/2026	109906_CHAPMAN/WASHINGTON	GENERAL FUND	PARKS & RECREATION	\$ 30.00
47814		7/31/2026	113444_HWY 603 BOAT LAUNCH	GENERAL FUND	PARKS & RECREATION	\$ 81.50
					TOTAL:	\$ 194.80
47797	HUBBARDS HARDWARE, INC	7/30/2026	RAT BAIT(1)	GENERAL FUND	CITY COUNCIL	\$ 59.99
47797		7/30/2026	DISCOUNT	GENERAL FUND	CITY COUNCIL	\$ (6.00)
47707		7/20/2026	RAZOR BLADES(1)	GENERAL FUND	GOVT BUILDING & PLANT	\$ 2.99
47707		7/20/2026	RAZOR KNIFE(1)	GENERAL FUND	GOVT BUILDING & PLANT	\$ 6.97
47707		7/20/2026	DISCOUNT	GENERAL FUND	GOVT BUILDING & PLANT	\$ (1.00)
47708		7/27/2026	PINS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.18
47708		7/27/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.52)
47795		7/30/2026	RUST TREATMENT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 77.30
47795		7/30/2026	SPRAY BOTTLES(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.98
47795		7/30/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (8.53)
47796		7/30/2026	BREAKER FILLER PLATE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 17.98
47796		7/30/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (1.80)
47794		7/30/2026	SPRAY PAINT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.99
47794		7/30/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.70)
47798		7/30/2026	FENDER WASHERS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 23.98

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47798	HUBBARDS HARDWARE, INC	7/30/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (2.40)
47793		7/31/2026	CONCRETE LEVELER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 35.99
47793		7/31/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (3.60)
47775		8/10/2026	TAPCON SCREWS(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.90
47775		8/10/2026	DRILL BIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.99
47775		8/10/2026	CHISSEL BIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 26.15
47775		8/10/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (4.10)
47771		8/4/2026	TAPPING SCREWS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 15.99
47771		8/4/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (1.60)
47831		8/5/2026	PAINT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 63.99
47831		8/5/2026	ROLLER COVER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.99
47831		8/5/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (6.80)
47830		8/7/2026	CAULK(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.98
47830		8/7/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.80)
47827		8/7/2026	PAINT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 54.99
47827		8/7/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (5.50)
47828		8/10/2026	SCREWDRIVER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.97
47828		8/10/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (1.05)
47828		8/10/2026	KEY(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.50
47774		8/3/2026	ZINC WASHERS(4)	GENERAL FUND	PARKS & RECREATION	\$ 2.20
47774		8/3/2026	EYE BOLTS(2)	GENERAL FUND	PARKS & RECREATION	\$ 9.38
47774		8/3/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (1.16)
47773		7/28/2026	2" BALL VALVE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 58.85
47773		7/28/2026	2X4 NIPPLE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 6.48
47773		7/28/2026	2X3/4 BELL REDUCER(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 12.79
47773		7/28/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (7.81)
47799		7/29/2026	2" GALVANIZED TEE(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 32.84
47799		7/29/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (3.28)
47833		7/31/2026	SCREW(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 1.19
47833		7/31/2026	WASHER(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 0.43
47833		7/31/2026	NUT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 0.35

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47833	HUBBARDS HARDWARE, INC	7/31/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (0.20)
47772		8/4/2026	TORX BIT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 6.99
47772		8/4/2026	NUT SETTER(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 7.59
47772		8/4/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (1.46)
47834		8/5/2026	OUTLET COVERS(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 1.60
47834		8/5/2026	BREAKER COVERS(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 8.99
47834		8/5/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (1.60)
47832		8/6/2026	GAUGE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 13.15
47832		8/6/2026	BUSHING(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 2.46
47832		8/6/2026	PIPE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 5.69
47832		8/6/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (2.13)
47829		8/6/2026	SPRAY FOAM(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 7.89
47829		8/6/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (0.79)
					TOTAL:	\$ 559.84
47844	INTERACTIVE DATA, LLC	7/31/2026	INTERACTIVE DATA	GENERAL FUND	POLICE	\$ 81.30
					TOTAL:	\$ 81.30
47864	INTERWORLD HIGHWAY LLC (dba TEQUIPMENT)	8/5/2026	DOCKING STATION_CO2(1)	FIRE QUARTER MILL FUND	FIRE	\$ 1,894.69
		8/5/2026	SHIPPING	FIRE QUARTER MILL FUND	FIRE	\$ 33.98
					TOTAL:	\$ 1,928.67
47728	LEE TRACTOR CO., INC.	7/29/2026	V-BELT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.17
47728		7/29/2026	PULLEY(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 132.82
47728		7/29/2026	PULLEY(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.65
					TOTAL:	\$ 213.64

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47715	LEFT LANE AUTO LLC(dba KIRK'S WHEEL & TIRE)	7/29/2026	PARTS	GENERAL FUND	FIRE	\$ 983.96
47715		7/29/2026	LABOR	GENERAL FUND	FIRE	\$ 64.00
47715		7/29/2026	TIRE DISPOSAL	GENERAL FUND	FIRE	\$ 20.00
47715		7/29/2026	TIRE WASTE FEE	GENERAL FUND	FIRE	\$ 4.00
					TOTAL:	\$ 1,071.96
47756	LOWE'S	8/6/2026	DELTA SS FAUCET(1)	GENERAL FUND	POLICE	\$ 189.05
47756		8/5/2026	SLEDGE HAMMER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.48
47779		8/5/2026	CONCRETE MIX(42)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 245.28
					TOTAL:	\$ 481.81
47699	MECHANICAL SERVICES, LLC	7/30/2026	CONTROL BOARDS	GENERAL FUND	FIRE	\$ 1,878.02
					TOTAL:	\$ 1,878.02
47748	MEDIACOM	7/21/2026	HARBOR WIFI	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 1,880.95
					TOTAL:	\$ 1,880.95
47816	MISSISSIPPI POWER	7/29/2026	20735-99025 PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	\$ 586.32
47816		7/29/2026	21512-44005 COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 3,006.32
47816		7/29/2026	33911-46001 SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,543.09
47816		7/29/2026	54271-48002 TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,404.80
47816		7/29/2026	05889-10169 HISTORICAL BLDG	GENERAL FUND	GOVT BUILDING & PLANT	\$ 663.45
47816		7/29/2026	03549-31061 OLD TOWN COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,496.63
47816		7/29/2026	04922-51019 POLICE DEPARTMENT	GENERAL FUND	POLICE	\$ 1,139.50
47816		7/29/2026	06084-17009 FIRE STATION #1	GENERAL FUND	FIRE	\$ 2,235.29
47717		7/24/2026	5 POLES WITH HARWARE_HWY 603	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34,897.00
47808		7/29/2026	07837-92076 OST FLOWER POLE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.33

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47816	MISSISSIPPI POWER	7/29/2026	30517-12007 CITY PARK BATHROOM	GENERAL FUND	PARKS & RECREATION	\$ 63.15
47816		7/29/2026	04055-18078 SPLASH PAD RESTROOM	GENERAL FUND	PARKS & RECREATION	\$ 64.41
47816		7/29/2026	06472-91030 DUNBAR PARK	GENERAL FUND	PARKS & RECREATION	\$ 61.50
47694		7/27/2026	29014-26053 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 15,889.41
					TOTAL:	\$ 63,108.20
47780	MISSISSIPPI UTILITIES SUPPLY (FERGUSON WW)	8/4/2026	1"X3/4" CTS UNION(20)	UTILITY FUND	UTILITY OPERATIONS	\$ 619.40
47780		8/4/2026	HYDRA PLUG(6)	UTILITY FUND	UTILITY OPERATIONS	\$ 354.00
47780		8/4/2026	GALAVANIZED NIPPLE(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 45.12
47722		7/30/2026	6" FLEX SADDLE TEE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 75.00
47858		8/4/2026	2" COMP UNION(8)	UTILITY FUND	UTILITY OPERATIONS	\$ 960.00
47781		8/5/2026	HYDRA PLUG(6)	UTILITY FUND	UTILITY OPERATIONS	\$ (354.00)
47781		8/5/2026	GALAVANIZED NIPPLE(8)	UTILITY FUND	UTILITY OPERATIONS	\$ (45.12)
					TOTAL:	\$ 1,654.40
47726	MORREALE DISCOUNT TIRE SPOT	7/29/2026	TIRES(4)	UTILITY FUND	UTILITY OPERATIONS	\$ 460.00
47726		7/29/2026	MOUNT & BALANCE(4)	UTILITY FUND	UTILITY OPERATIONS	\$ 83.20
47726		7/29/2026	NEW VALVE STEM(4)	UTILITY FUND	UTILITY OPERATIONS	\$ 12.48
47726		7/29/2026	TIRE REIMBURSEMENT FEE	UTILITY FUND	UTILITY OPERATIONS	\$ 4.16
47726		7/29/2026	TIRE DISPOSAL	UTILITY FUND	UTILITY OPERATIONS	\$ 12.48
47801		7/30/2026	TIRE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 120.00
47801		7/30/2026	VALVE STEM(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 3.12
47801		7/30/2026	MOUNT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 15.60
47801		7/30/2026	TIRE REIMBURSEMENT	UTILITY FUND	UTILITY OPERATIONS	\$ 3.12
47801		7/30/2026	TIRE DISPOSAL	UTILITY FUND	UTILITY OPERATIONS	\$ 1.04
					TOTAL:	\$ 715.20

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47782	NAPA AUTO PARTS (KC AUTO PARTS, INC.)	8/6/2026	FLOOR LINER(1)	GENERAL FUND	ADMINISTRATION	\$ 189.99
47835		8/11/2026	OIL PRESSURE SWITCH(1)	GENERAL FUND	ADMINISTRATION	\$ 12.55
47787		8/4/2026	INJECTOR PACK(1)	GENERAL FUND	FIRE	\$ 1,234.19
47786		8/6/2026	INJECTOR HARNESS(1)	GENERAL FUND	FIRE	\$ 275.65
47840		8/10/2026	OIL FILTER(2)	GENERAL FUND	FIRE	\$ 80.18
47840		8/10/2026	15W40 OIL(8)	GENERAL FUND	FIRE	\$ 103.92
47709		7/29/2026	COOLING FAN CLUTCH(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 63.94
477101		7/29/2026	SOCKET DP 8MM(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.70
47710		7/29/2026	6PT D SKT 10MM(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.59
47711		7/29/2026	JB WELD(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 14.49
47713		7/29/2026	WATER PUMP(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 146.30
47713		7/29/2026	SERPENTINE BELT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.09
47721		7/31/2026	BLEND DOOR ACTUATOR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 33.77
47721		7/31/2026	MAIN BLEND DOOR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 48.28
47850		8/3/2026	V-BELT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 21.18
47788		8/5/2026	STEERING FLUID(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 21.65
47789		8/5/2026	HOSE FITTING(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.98
47789		8/5/2026	HOSE(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.92
47783		8/6/2026	A/C COMPRESSOR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 288.93
47768		8/7/2026	V-BELT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 21.18
47837		8/7/2026	14MM COUPLER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.99
47837		8/7/2026	14MM COUPLER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.99
47836		8/11/2026	CABIN AIR FILTERS(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 65.34
47712		7/29/2026	BATTERY(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 110.89
47719		7/31/2026	TRANSMISSION OIL COOLANT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 59.01
47719		7/31/2026	BARRICADE HOSE(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 11.13
47719		7/31/2026	TRANS OIL COOLANT HOSE(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 7.32
47719		7/31/2026	REDUCER CONNECTOR(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 4.18
47720		7/31/2026	IGNITION COIL(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 52.48
47723		7/31/2026	ALTERNATOR(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 161.39
47724		7/31/2026	COOLING FAN CLUTCH(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 220.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47724	NAPA AUTO PARTS (KC AUTO PARTS, INC.)	7/31/2026	FAN CLUTCH(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 220.00
47770		8/7/2026	HYDRAULIC FLUID(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 20.90
47769		8/7/2026	BARRICADE HOSE(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 10.02
47839		8/7/2026	RADIATOR HOSE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 51.45
47841		8/7/2026	OIL PADS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 67.98
					TOTAL:	\$ 3,914.55
47743	NATIONAL TACTICAL OFFICERS ASSOCIATION	8/3/2026	REGISTRATION(2)	GENERAL FUND	POLICE	\$ 200.00
					TOTAL:	\$ 200.00
47740	NECAISE LOCKSMITH SERVICE, INC	8/3/2026	DOOR LEVERS(2)	GENERAL FUND	GOVT BUILDING & PLANT	\$ 103.40
47740		8/3/2026	LABOR	GENERAL FUND	GOVT BUILDING & PLANT	\$ 160.00
47740		8/3/2026	TRIP CHARGE	GENERAL FUND	GOVT BUILDING & PLANT	\$ 85.00
					TOTAL:	\$ 348.40
47703	NORTHSHORE COMPUTER SERVICES, LLC	8/2/2026	COMPLETE IT COVERAGE	GENERAL FUND	CITY COUNCIL	\$ 2,900.00
47704		8/2/2026	POWER SUPPLY DVD/CD(1)	GENERAL FUND	POLICE	\$ 100.00
47702		7/15/2026	MINI COMPUTER(1)	GENERAL FUND	FIRE	\$ 300.00
47697		8/3/2026	50" VIZIO TV(1)	GENERAL FUND	FIRE	\$ 195.00
47697		8/3/2026	KEYBOARD/MOUSE(1)	GENERAL FUND	FIRE	\$ 25.00
					TOTAL:	\$ 3,520.00
47784	OUTDOOR ADVENTURES LLC (dba HONDA OF LAUREL)	7/30/2026	HONDA 4X4	GENERAL FUND	PARKS & RECREATION	\$ 8,499.00
47784		7/30/2026	DOCUMENTATION FEE	GENERAL FUND	PARKS & RECREATION	\$ 10.00
47784		7/30/2026	REBATE	GENERAL FUND	PARKS & RECREATION	\$ (500.00)

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47784	OUTDOOR ADVENTURES LLC (dba HONDA OF LAUREL)	7/30/2026	MS TRAUMA CARE FEE	GENERAL FUND	PARKS & RECREATION	\$ 50.00
					TOTAL:	\$ 8,059.00
47727	PF SPAM, LLC	7/30/2026	WATER(84)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 308.00
					TOTAL:	\$ 308.00
47843	PRECISION DELTA CORPORATION	8/5/2026	9MM 147GR RANGE(5)	GENERAL FUND	POLICE	\$ 1,335.45
47843		8/5/2026	9MM 115GR FMJ(4)	GENERAL FUND	POLICE	\$ 982.48
47843		8/5/2026	.223 REM(3)	GENERAL FUND	POLICE	\$ 2,268.24
47843		8/5/2026	5.56MM 55 GRAIN(4)	GENERAL FUND	POLICE	\$ 2,026.76
					TOTAL:	\$ 6,612.93
47777	PVS DX INC	7/31/2026	CHLORINE	UTILITY FUND	UTILITY OPERATIONS	\$ 450.00
					TOTAL:	\$ 450.00
47763	RENASANT BANK	8/7/2026	PAY #60 NISSAN ROGUES_POLICE	DEBT SERVICE FUND	DEBT SERVICE	\$ 919.02
					TOTAL:	\$ 919.02
47733	RJ YOUNG COMPANY	4/20/2026	COUNCIL COPIER_BASE	GENERAL FUND	CITY COUNCIL	\$ 159.00
47733		4/20/2026	COUNCIL COPIER_OVERAGE	GENERAL FUND	CITY COUNCIL	\$ 94.86
47759		8/4/2026	POLICE COPIER_BASE	GENERAL FUND	POLICE	\$ 177.32
47759		8/4/2026	POLICE COPIER_OVERAGE	GENERAL FUND	POLICE	\$ 198.54
					TOTAL:	\$ 629.72

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47849	S&L OFFICE SUPPLIES , INC	8/10/2026	BUSINESS CARDS(250)	GENERAL FUND	BUILDING DEPARTMENT	\$ 36.25
47849		8/10/2026	BUSINESS CARDS(500)	GENERAL FUND	BUILDING DEPARTMENT	\$ 53.60
47849		8/10/2026	NAME CHANGE(1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 8.00
47747		8/3/2026	DVD-R(1)	GENERAL FUND	POLICE	\$ 50.09
47747		8/3/2026	DVD R DL(1)	GENERAL FUND	POLICE	\$ 156.29
47747		8/3/2026	ENVELOPES(1)	GENERAL FUND	POLICE	\$ 21.07
47747		8/3/2026	GEL PENS(2)	GENERAL FUND	POLICE	\$ 39.86
47747		8/3/2026	GEL PENS(1)	GENERAL FUND	POLICE	\$ 19.93
47847		8/5/2026	BUSINESS CHECK CARD(250)	GENERAL FUND	POLICE	\$ 57.50
47700		7/30/2026	KEY RINGS(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 23.24
47700		7/30/2026	SHREDDER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 204.26
47700		7/30/2026	COPY PAPER(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 176.00
47700		7/30/2026	DESK PAD(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 9.36
47700		7/30/2026	PLANNER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.11
47848		8/6/2026	TRASH BAGS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 94.86
47848		8/6/2026	PAPER TOWELS(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 35.69
47848		8/6/2026	HAND SOAP(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 59.72
					TOTAL:	\$ 1,103.83
47725	SEALS TRUCKING & DIRT WORKS, LLC	7/30/2026	CLEAN RED CLAY(25)	GENERAL FUND	PARKS & RECREATION	\$ 400.00
47725		7/30/2026	TOP SOIL(15)	GENERAL FUND	PARKS & RECREATION	\$ 300.00
					TOTAL:	\$ 700.00
47690	SOUTH CENTRAL PLANNING AND DEVELOPMENT	7/24/2026	PUBLIC RECORDS MODULE	GENERAL FUND	ADMINISTRATION	\$ 200.00
47690		7/24/2026	PERMITTING MODULE	GENERAL FUND	BUILDING DEPARTMENT	\$ 500.00
47690		7/24/2026	PLANNING & ZONING MODULE	GENERAL FUND	BUILDING DEPARTMENT	\$ 300.00
47690		7/24/2026	PRIVILEGE MODULE	GENERAL FUND	BUILDING DEPARTMENT	\$ 100.00
47690		7/24/2026	CODE ENFORCEMENT MODULE	GENERAL FUND	BUILDING DEPARTMENT	\$ 99.00
47690		7/24/2026	PUBLIC WORKS MODULE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 400.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47690	SOUTH CENTRAL PLANNING AND DEVELOPMENT	7/24/2026	GIS INTEGRATION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 230.00
					TOTAL:	\$ 1,829.00
47807	SOUTHERN FIRE SPRINKLER, INC	8/6/2026	ALARM REPLACEMENT(2)	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,500.00
					TOTAL:	\$ 1,500.00
47820	SOUTHERN PRINTING & SILKSCREENING, INC	7/22/2026	BADER TSHIRT(16)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 249.28
47820		7/22/2026	BADGER L/S TSHIRT(12)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 284.64
47820		7/22/2026	POLO(8)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 183.28
47820		7/22/2026	FISHING SHIRT(3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 139.80
47820		7/22/2026	FISHING SHIRT(3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 152.28
47820		7/22/2026	SCREEN SETUP	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 25.00
					TOTAL:	\$ 1,034.28
47750	SPECIAL RISK INSURANCE	7/17/2026	REMOVED 2003 KENWORTH	GENERAL FUND	FIRE	\$ (293.00)
47751		7/22/2026	F.D. INS ADD 2026 CHEVY	GENERAL FUND	FIRE	\$ 400.00
					TOTAL:	\$ 107.00
47764	THE PEOPLES BANK	8/7/2026	PAY #33 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
47764		8/7/2026	PAY #33 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
47764		8/7/2026	PAY #33 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
47764		8/7/2026	PAY #33 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
47765		8/7/2026	PAY #52 DEERE 60G EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,477.88
47766		8/7/2026	PAY #54 DEERE 75G EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,893.81
					TOTAL:	\$ 7,281.93

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47810	TIFFANY LEE COWMAN, CHANCERY CLERK	8/4/2026	TAX REDEMPTION_JULY 2026	GENERAL FUND	ADMINISTRATION	\$ 1,860.00
					TOTAL:	\$ 1,860.00
47734	TRANSUNION RISK & ALTERNATIVE/DATA SOLUTIONS	8/1/2026	INVESTIGATIVE INFORMATION	GENERAL FUND	POLICE	\$ 100.00
					TOTAL:	\$ 100.00
47842	TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	8/11/2026	PERMA PATCH(50)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 999.00
					TOTAL:	\$ 999.00
47800	TWC SERVICES INC.	7/29/2026	LABOR_DIAGNOSTIC	GENERAL FUND	PARKS & RECREATION	\$ 129.00
					TOTAL:	\$ 129.00
47741	ULINE, INC	7/31/2026	MINI LABELS(6)	GENERAL FUND	POLICE	\$ 150.00
47741		7/31/2026	SHIPPING	GENERAL FUND	POLICE	\$ 26.16
47742		7/31/2026	URINAL FLOOR MAT(1)	GENERAL FUND	POLICE	\$ 60.00
47742		7/31/2026	URINAL SCREEN(1)	GENERAL FUND	POLICE	\$ 31.00
47742		7/31/2026	PLUNGER(2)	GENERAL FUND	POLICE	\$ 22.00
47742		7/31/2026	AIR FRESHNER(4)	GENERAL FUND	POLICE	\$ 144.00
47742		7/31/2026	AIR FRESHNER SPRAY(1)	GENERAL FUND	POLICE	\$ 70.00
47742		7/31/2026	BROOM(2)	GENERAL FUND	POLICE	\$ 38.00
47742		7/31/2026	D BATTERY PACK(1)	GENERAL FUND	POLICE	\$ 21.00
47742		7/31/2026	SHIPPING	GENERAL FUND	POLICE	\$ 64.02
47854		7/27/2026	CONTRACTOR BROOM(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 108.00
47854		7/27/2026	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	\$ 31.25
					TOTAL:	\$ 765.43

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
47753	UNIFIRST CORPORATION	8/3/2026	CITY HALL ENTRY RUGS_8/3/2026	GENERAL FUND	ADMINISTRATION	\$ 19.06
47754		8/3/2026	JANITORIAL UNIFORMS_8/03/2026	GENERAL FUND	GOVT BUILDING & PLANT	\$ 6.74
47845		8/10/2026	POLICE DEPARTMENT RUG_8/10/2026	GENERAL FUND	POLICE	\$ 18.95
47754		8/3/2026	P.W. UNIFORMS_8/03/2026	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 201.07
47754		8/3/2026	RECREATION UNIFORMS_8/03/2026	GENERAL FUND	PARKS & RECREATION	\$ 14.08
47754		8/3/2026	UTILITY UNIFORMS_8/3/2026	UTILITY FUND	UTILITY OPERATIONS	\$ 148.08
					TOTAL:	\$ 407.98
47822	WARING OIL COMPANY LLC	8/7/2026	GENERATOR FILL_CITY HALL	GENERAL FUND	ADMINISTRATION	\$ 641.11
47824		8/7/2026	GENERATOR FILL_COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 911.67
47821		8/7/2026	GENERATOR FILL_F.S. #2	GENERAL FUND	FIRE	\$ 970.29
47823		8/7/2026	GENERATOR FILL_F.S. #1	GENERAL FUND	FIRE	\$ 501.33
47761		8/4/2026	GAS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,615.72
47825		8/7/2026	GENERATOR FILL_L.S. #1	UTILITY FUND	UTILITY OPERATIONS	\$ 821.49
47865		8/6/2026	HARBOR FUEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 31,420.79
					TOTAL:	\$ 37,882.40
47870	WARREN PAVING INC	8/11/2026	PAY APP #4 HURRICANE IDA ROAD REPAIRS	FEDERAL GRANTS FUND	STREET & PUBLIC WORKS	\$ 221,229.17
					TOTAL:	\$ 221,229.17
47695	WRIGHT NATIONAL FLOOD INSURANCE COMPAN	7/25/2026	FLOOD_OFC	GENERAL FUND	CITY COUNCIL	\$ 3,356.00
47696		7/25/2026	FLOOD_BLDG #1	GENERAL FUND	ADMINISTRATION	\$ 3,435.00
					TOTAL:	\$ 6,791.00

[illegible]

[illegible]



Inspection Report

Inspection
Date:
7/15/2026
9:35:03
AM

FAIL

Kevin Bardy should contact Bay St. Louis at
(228) 469-0531 for further information.

Project Number	Work Order ID	Inspection ID
2026-644	44621270	36904458

Jurisdiction	Inspection type	Inspector
Bay St. Louis	Initial Site Inspection	Rickey Ladner

Customer	Address	Phone
Kevin Bardy	11650 Bayou View Dr Bay Saint Louis, MS 39520	

Scheduled	Completed	Uploaded
7/10/2026 1:25:34 PM	7/15/2026 9:35:03 AM	7/15/2026 9:43:26 AM

Details

Permit denied. Tree diameter at DBH (diameter at breast height) is 20". Per drawing submitted with application the proposed house will have plenty of room to be moved over and still fit within the required setbacks

You can download this report or request additional inspections at [MGO Connect](#).

For software assistance please call 866.957.3764.

For questions about this inspection please contact your jurisdiction



688 Highway 90, Bay St. Louis, MS 39520
Building Department (228)469-0531

TREE WORK PERMIT

PERMIT NO 2026-644 DATE 7/9/26

NAME OF APPLICANT Kevin Bady

ADDRESS OF APPLICANT 11650 Bayou View Dr

TELEPHONE NUMBER 985-231-8673

LOCATION OF WORK 11650 Bayou View Dr

REQUEST TO: REMOVE ☒ PLANT ☐ TRIM OR PRUNE ☐

SPECIES	NUMBER OF TREES	SIZE OF TREE
☒ LIVE OAK	<u>1</u>	<u>10"</u>
☐ MAGNOLIA	<u> </u>	<u> </u>

PERSON OR COMPANY PERFORMING THE WORK Dirt works

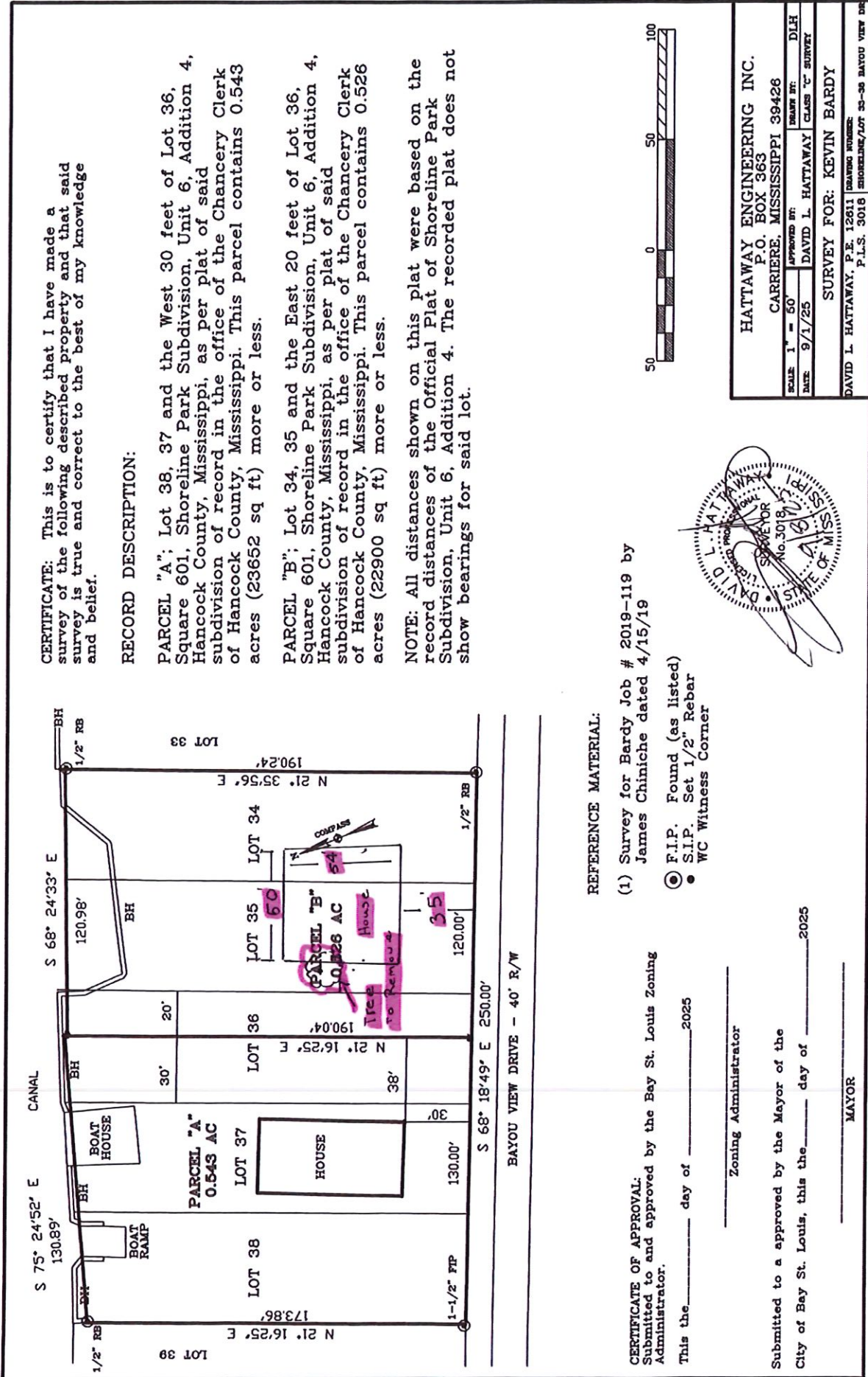
APPROVED WITH THE FOLLOWING CONDITIONS:

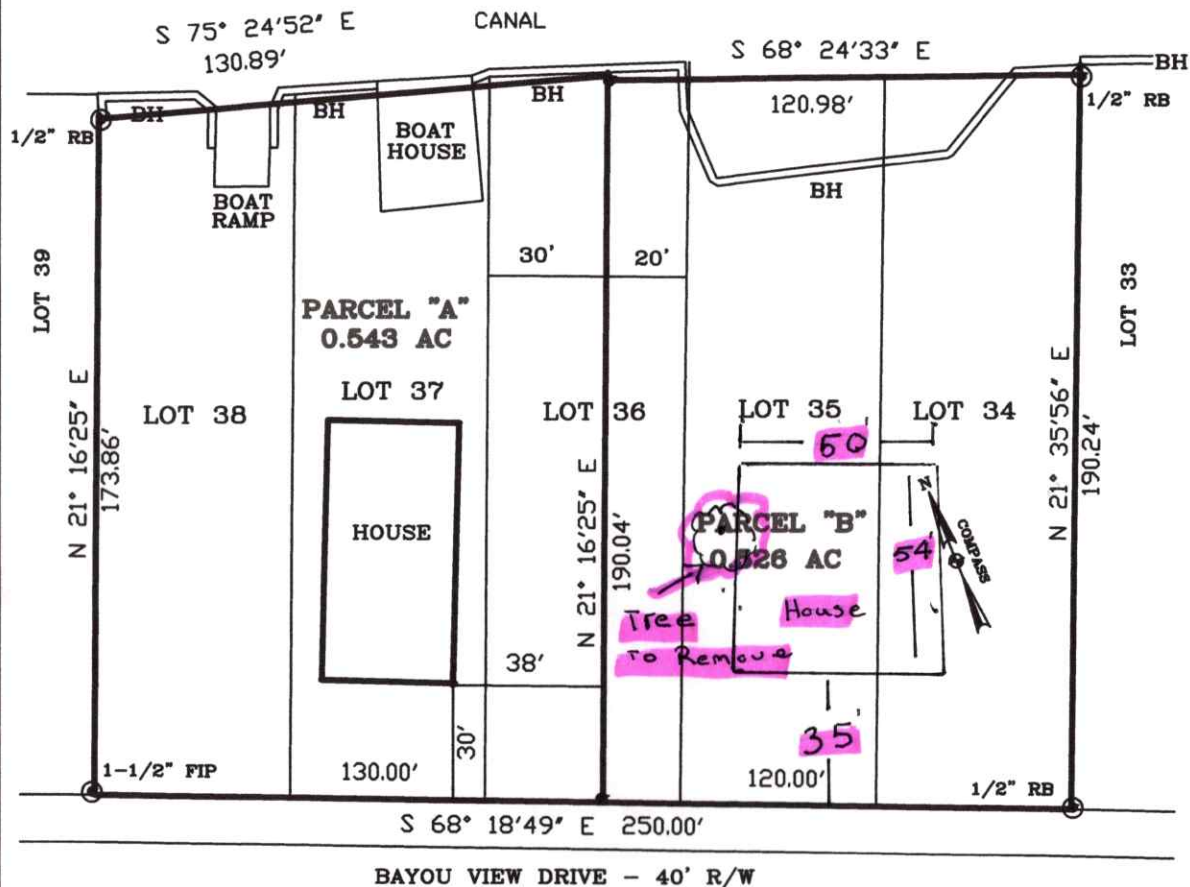
DENIED AND REASON:

1) Proposed House will have plenty of room to be moved over
and still fit within the setbacks

☐ APPROVED ☒ DENIED

Tree Advisor Signature Rick Lee CFM DATE 7/15/2024





CERTIFICATE: This is to certify that I have made a survey of the following described property and that said survey is true and correct to the best of my knowledge and belief.

RECORD DESCRIPTION:

PARCEL "A"; Lot 38, 37 and the West 30 feet of Lot 36, Square 601, Shoreline Park Subdivision, Unit 6, Addition 4, Hancock County, Mississippi, as per plat of said subdivision of record in the office of the Chancery Clerk of Hancock County, Mississippi. This parcel contains 0.543 acres (23652 sq ft) more or less.

PARCEL "B"; Lot 34, 35 and the East 20 feet of Lot 36, Square 601, Shoreline Park Subdivision, Unit 6, Addition 4, Hancock County, Mississippi, as per plat of said subdivision of record in the office of the Chancery Clerk of Hancock County, Mississippi. This parcel contains 0.526 acres (22900 sq ft) more or less.

NOTE: All distances shown on this plat were based on the record distances of the Official Plat of Shoreline Park Subdivision, Unit 6, Addition 4. The recorded plat does not show bearings for said lot.

REFERENCE MATERIAL:

- (1) Survey for Bardy Job # 2019-119 by James Chiniche dated 4/15/19

- F.I.P. Found (as listed)
- S.I.P. Set 1/2" Rebar
- WC Witness Corner

CERTIFICATE OF APPROVAL:
Submitted to and approved by the Bay St. Louis Zoning Administrator.

This the _____ day of _____ 2025

Zoning Administrator

Submitted to a approved by the Mayor of the
City of Bay St. Louis, this the _____ day of _____ 2025

MAYOR



HATTAWAY ENGINEERING INC.
P.O. BOX 363
CARRIERE, MISSISSIPPI 39426

SCALE: 1" = 50'	APPROVED BY:	DRAWN BY: DLH
DATE: 9/1/25	DAVID L. HATTAWAY	CLASS "C" SURVEY
SURVEY FOR: KEVIN BARDY		
DAVID L. HATTAWAY, P.E. 12611	DRAWING NUMBER:	
P.L.S. 3018	SHORELINE/LOT 33-38 BAYOU VIEW DR	

RE: Tree Removal Application – 11650 Bayou View Drive - Kevin Bardy

On July 9, 2026, Kevin Bardy submitted a tree removal application seeking authorization to remove a protected live oak tree located at 11650 Bayou View Drive.

After reviewing the application, site conditions, and protected trees, the Building Department denied the tree removal request on July 15, 2026.

The parcel 11650 Bayou View Drive is 120 feet in width by 190 feet in depth. These dimensions provide adequate buildable area to accommodate the proposed dwelling while fully complying with required front-yard, rear-yard, and side-yard setbacks. Relocation of the proposed structure within the setbacks can be achieved without the need for any variance. Removing the protected live oak tree is not necessary to allow reasonable use and development of the property.

Should you require additional information or documentation regarding this matter, please contact the Building Department.

Building Department

City of Bay St. Louis









Fwd: request to appeal

Caitlin Bourgeois <cbourgeois@baystlouis-ms.gov>
To: Jeremy Burke <jburke@baystlouis-ms.gov>

Fri, Jul 17, 2026 at 10:47 AM

----- Forwarded message -----

From: Kevin Bardy <kbardy@baystlouis-ms.gov>
Date: Fri, Jul 17, 2026 at 10:12 AM
Subject: request to appeal
To: cbourgeois@baystlouis-ms.gov <cbourgeois@baystlouis-ms.gov>

Caitlin,

Good morning. My name is Kevin Bardy. I have several lots at 11650 Bayou View dr Bay St. Louis. I recently applied for a permit to remove a tree. Project # 2026-644 Request # App-2429. Permit was denied based on having enough room between the tree and neighboring home. There is enough room but it does put us within 20' of the neighboring home. I have a total of 120' of space to build in and would like to center house in this area. This area of Bayou View Dr is unique in that most of the owners have 2 or more lots allowing space in between each other. I am more than willing to replace this live oak with more live oaks. I would greatly appreciate your consideration in this matter and will respect your decision either way. Please let me know what the next step would be.

Respectfully,
Kevin Bardy
985-231-8673

--

Respectfully,

Caitlin Bourgeois

Clerk of Council

Planning & Zoning Secretary

Bay St. Louis City Hall

688 Highway 90

Bay St. Louis, MS 39520

(228)-466-5446