

CITY OF PASS CHRISTIAN
REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMAN
August 5, 2025, at 6:00 P.M.

1. Call to Order
2. Roll Call
3. Prayer and Pledge

PUBLIC COMMENT

THE MAYOR AND BOARD OF ALDERMAN WILL ALLOW RESIDENTS AN OPPORTUNITY TO SPEAK WITH A THREE-MINUTE TIME LIMIT ON EACH SPEAKER. NO PUBLIC QUESTIONING COMMENTS ARE ALLOWED DURING THE MEETING, UNLESS THE MAYOR RECOGNIZES SUCH PERSON.

- Consider adoption of the agenda for August 5, 2025, Board of Alderman Meeting

ADMINISTRATIVE

1. Consider hearing from Anna Claire Parone with the Pass Christian Chamber of Commerce to present Small Business Grants to four of our local businesses. Thank you to the Chamber for the support you give to our local business community, as requested by Susan Putnam, Community Affairs.
2. Consider hearing from Dr. Sarah Crisler Ruskey, Director of the Harrison County Library System, to speak and make a presentation to the Mayor and Board of Aldermen, as requested by Wendy Allard, Head Librarian. A-2.
3. Consider rescinding the allocation of \$255,875 for infrastructure (\$233,549 out of SB2468 and \$22,326 out of SB2948) to K&H Investments, LLC for the Hilton Tower Commons project previously approved on April 15, 2025, by the Board of Aldermen. The developer has notified the city they are no longer

moving forward with the project, as requested by Mayor Kenny Torgeson.

4. Consider approving Work Order #6 in the amount of \$214,990.00 to DNA Underground LLC for the Scenic Drive Parking Improvements for labor and equipment to remove existing concrete, vegetation, curb and gutter and replacement of new concrete parking, to be funded with the remaining balance of the SB 2948 grant (balance as of 7.31.25 is \$22,607.75) and the difference from SB2468, as requested by Bob Escher, City Engineer. A-4
5. Consider approving Work Order #7 in the amount of \$26,142.00 to DNA Underground LLC for 229 Basswood Drive for labor and equipment to remove and replace failing drainage structures, including roadside culvert and junction box, to be paid from 118.301.911 (MIT fund construction in progress) as requested by Bob Escher, City Engineer. A-5
6. Consider approving Work Order #5 in the amount of \$111,285.00 to DNA Underground LLC for labor and equipment to install drainage culvert and catch basins along the east side of Leovy Street, to be paid out of the 2025 bond series, as requested by City Engineer, Bob Escher. A-6
7. Consider authorizing Work Order for 118 Barkley from Bobcat Tree Work LLC in the amount of \$1,600.00 to remove tree, grind stump and haul away debris which is required before a new drain can be installed to alleviate neighborhood flooding, as requested by Alderman Kimball. A-7
8. Consider awarding the contract for Generator Preventative Maintenance Services to K & R Services. the lowest and best quote in the amount of \$6,385.00 to be paid from 400.702.635 (Utility contractual repairs and maintenance, as recommended by WPSCO. A-8
9. Consider approving Agreement with Brookhill, LLC (John E. Lynch) for the removal of playground equipment on the East side of War Memorial Park except for the swing sets and accept their proposal in the amount of \$1,500.00 as it was the only proposal submitted and received by the deadline, as requested by Brad Manus, Beautification Director. A-9
10. Consider approving lease with B and W Seafood, LLC (William Scarborough) in West Harbor on Skiff Pier and

adjacent area for bait and tackle shop and sale of ice for five-year term beginning on August 1, 2025 expiring July 31, 2030. A-10, as requested by Mayor Kenny Torgeson. A-10

EVENTS

1. Consider approving closing of the streets Saturday August 23, 2025, from Market & Scenic to Hiern & Scenic from 6pm-Midnight for St. Paul's Carnival annual fundraiser, this bringing favorable notice to the resources and opportunities to the City of Pass Christian. The following resources are requested, as recommended by Alderman Kirk Kimball
 - Barricades
 - Cones
 - Trash cans (If needed)
 - Anything deemed necessary by the Mayor
2. Consider approving request from Pass Christian Main Street to use the Pavilion on Second and Davis for the 10th Annual Farm to Table Dinner, on Sunday, November 2, 2025, from noon to 11:00 p.m. The following City resources are requested, this bringing favorable notice to the resources and opportunities of the City. E-2
 - Trash Cans
 - Barricades
 - One Police Officer
 - Anything deemed necessary by the Mayor
3. Consider approving the request for Flounder Pounder Fishing Tournament Fundraiser. They are requesting use of the parking lot/green space behind Keith's store on Aug 15th, 2025 (5PM-7PM) and August 16th, 2025 (8AM-11AM) and the use of 4 barricades and 3 trash cans. No added personnel will be needed, and they will handle all cleanup, this bringing favorable notice to the resources and opportunities of the City, as requested by James Butcher, Harbor Master. E-3
4. Consider approving funding donation in the amount of \$200.00 to the 1st Responder Family Fund to assist the Fund with its mission of providing assistance to first responders and their family when

calamity strikes. The 1st Responder Family Fund is a 501(c)(3) non-profit organization, this bringing favorable notice to the resources and opportunities of the City, as requested by Alderman Victor Pickich.

COMMUNITY DEVELOPMENT

1. Consider approving motion to authorize the City Engineer and Code Enforcement to develop a permitting process and application for the installation of private utilities within the public rights-of-way, as requested by Bob Escher, City Engineer. CD-1

FIRE

1. Consider approving recommendation to hiring _____ as full-time firefighter to fill the existing vacancy with a hire date of _____, and starting salary of \$_____, pending urinalysis and background check. The position has a one-year probationary period. This is a budgeted position, and funds are available as confirmed by the City Clerk, as requested by Fire Chief Woodman.
2. Consider approving request to move Christopher Harris from Part Time to Full Time Firefighter 2 with a salary of \$13.80 per hour, effective transfer date is August 15, 2025 with a one (1) year probation, as requested by Fire Chief Woodman.
3. Consider recognizing the firefighters listed in the attached Pass Christian Volunteer Firefighters roster, as requested by Fire Chief Woodman. F-3.
 - John Dedeaux – Chief
 - Tommy Boswell – Asst. Chief
 - Jason Mobley - Asst. Chief
 - Dwight Gordon – Sec/Treas
 - Mark Necaie
 - John Pope

- Aaron Swanier
- Austin Graham
- David Spence
- Ivo Prikasky
- Tim Walker
- Liam Sheehan
- Blake Dubuisson

POLICE

1. Consider accepting resignation from Sergeant Austin Langfitt effective August 14, 2025, and pay him for any comp-time and vacation pay per City policy that he may have accrued while employed, as requested by Police Chief Freeman. P-1.
2. Consider approving request for salary increase to Certified Officer pay of \$18.50 per hour for Officer Corbin Teague effective August 15, 2025. Officer Teague has passed the academy and has met all Civil Service requirements. Position has a one-year probationary period, as requested by Police Chief Freeman.

CONSENT AGENDA

1. Administrative: Consider ratifying awarding quote for the H Vac air conditioner to Ray Weaver in the amount of \$44,940.00. The recommended vendor supplied a quote that is approximately \$12,848.03 higher than the second quote; however, Ray Weaver offered a more transparent quote including removal of unit and recycling of the freon. Additionally, adjudicating that the lowest bid was not the best bid because of past adverse experience with Change Orders with lowest quote. The city feels that the minor difference in price provided by Ray Weaver offers more overall value than the packages submitted by other vendors, as requested by Mayor Torgeson. A-1

2. Administration: Consider approving closing out Senior Center Petty Cash (Marie Lamb) drawer in the amount of \$100.00, as requested by Marian Governor, City Clerk. CA-2
3. Administrative: Consider approving refund in the amount of \$100.00 to the Pass Christian High School Alumni Association for the reservation of the Randolph Center for a dance on July 5, 2025. Due to a lack of volunteers, the dance was cancelled, as requested by Shannon Starita, Deputy Clerk. CA-3
4. Events: Consider approving Agreement with Cruisin' The Coast, and approve donation to Pass Christian Main Street for opening night band in the amount of \$2,000.00, which was previously approved at the June 17, 2025, Mayor and Board of Aldermen meeting E-2 with no exhibit, this bringing favorable notice to the resources and opportunities to the City, as requested Susan Putnam, Community Affair. CA-4
5. Fire: Consider approving request to send Firefighter Corbin Adams to attend HAZARDOUS MATERIALS AWARENESS AND OPERATIONS, NFPA 470 - 106 at The MSFA Sept 8- Sept 26 no cost for course, per diem \$112, (001-220-610) and use of City Vehicle, as requested by Fire Chief Woodman. CA-5
6. Fire: Consider approving request to send Lieutenant Dustin Dauner to attend MACHINERY RESCUE TECHNICIAN, NFPA 1006 - 0101 at The MSFA September 9- September 11 there is a \$500 Course fee, (001-220-610) per diem \$112, (001-220-610) and use of City Vehicle, as requested by Fire Chief Woodman. CA-6
7. Harbor: Consider the change of location from C4 slip 1 to P6 slip 10 for Dustin Gartman. He was approved for the installation of a covered boat lift at Pier C4, Slip, at the tenant's expense at the July 15, 2025, Mayor and Board of Aldermen meeting. All construction will comply with Harbor modifications guidelines and will be installed by Innovative Builders, who will obtain DMR permits before installation, as requested by James Butcher, Harbor Master.
8. Harbor: Consider approving the installation of the following covered boat-lifts at the tenant's expense.

All construction will comply with harbor modifications guidelines and will be installed by Innovative Builders, who will obtain DMR permits before installation, as requested by James Butcher, Harbor Master.

- Raleigh Robuchaux Pier P2, Slip 54
- Eddie Candilora Pier P2, Slip 53

9. Planning: Consider approving refund request for application fee in the amount of \$250.00. Application was withdrawn for a zoning change/reclassification for tax parcel 03112K-01-005.000, located at approximately Clark and Asmard. Applicant and agent: Carl LaRosa, 9153 Lorraine Rd., Suite C, Gulfport, MS 39503, as requested by Melodie Hayes, City Planner. CA-9
10. Police: Consider accepting Oath of Office from Officer Breanna Fountain, as requested by Police Chief Freeman. CA-10
11. Police: Consider approving request for Officer Joshua Thomas to attend Taser Instructor course held September 3-4, 2025, in Brandon, MS. Tuition is \$895, lodging \$110, \$68 per diem, and use of a City vehicle is requested by Police Chief Freeman. CA-11
12. Police: Consider approving request for Communications Supervisor Connie Hall and Dispatcher Shantale Belew to attend Negotiations and Talk Tactics course held August 25-26, 2025, in Biloxi MS. Tuition is \$300 each and use of a City vehicle is requested (Hall), as requested by Police Chief Freeman. CA-12
13. Police: Consider approving request for the 2022 Ford F150, VIN# 1FTFWIP88NKE09577, to return to unmarked vehicle, as requested by Police Chief Freeman. CA-13
14. Water: Consider approving refund in the amount of \$946.25 for water and sewer taps for Jesse Lee Jr., 124 Holiday Avenue. At time of installation, WPSCO found existing taps on property, as requested by Dede Waggoner, Water Billing Clerk. CA-14
15. Water: Consider approving refund in the amount of \$395.00 for sprinkler tap for Misty Strickland, 619

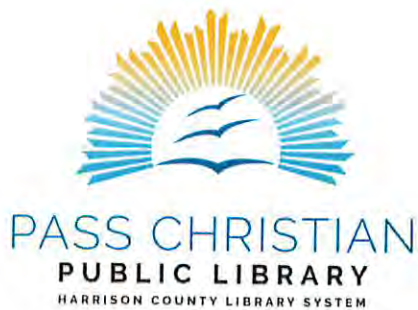
- E. Second Street. At the time of installation, WPSCO found existing taps on property, as requested by Dede Waggoner, Water Billing Clerk. CA-15
16. Consider approving the Third Amended and Restated Grant Agreement for the GCRF 22-38, Waterfront Redevelopment Project which extends the grant deadline to June 30, 2026, as recommended by Mayor Kenny Torgeson. CA-16
17. Consider approving the Fifth Amended and Restated Grant Agreement for the GCRF 20-22, Downtown Redevelopment Revitalization Project which extends the grant deadline to June 30, 2026, as requested by Mayor Kenny Torgeson. CA-17
18. Consider approving payment to Overstreet and Associates for invoices #3885 in the amount of \$1,011.48 for 1256 North Street Gravity Sewer Phase I and #3896 in the amount of \$40,643.00 for 1257 North St. Gravity Sewer Phase II & III which are reimbursable by Gomesa Grant, and the funds are available as confirmed by the City Clerk. CA-18
19. Consider approving Payment Application No. 4 for Lift Station Rehabilitation and SCADA Improvements, ARPA/MCWI Project in the amount of \$135,037.50 payable to DNA Underground, LLC, as requested by City Engineer, Bob Escher, P.E. CA-19
20. Consider approving the minutes of July 15, 2025, Regular Mayor and Board of Aldermen meeting, with changes, as requested by Deputy City Clerk, Dawn Sanders. CA-20
21. Consider approving the minutes of July 25, 2025, Special Recess Mayor and Board of Aldermen meeting, with changes, as requested by Deputy City Clerk, Dawn Sanders. CA-21

CLAIMS DOCKET

Motion to approve the Claims Docket in the amount of \$387,047.93. CD-1

EXECUTIVE SESSION

1. Consider going into Executive Session to discuss personnel issue in the Code, Harbor and Water Departments respectively, as it pertains to future legal ramifications, as request by Jim Simpson, City Attorney. ES-1



July 29, 2025

City of Pass Christian

Mayor Kenny Torgeson

Alderman Barry Dreyfus

Alderman Joe Piernas

Alderman Kirk Kimball

Alderman Victor Pickich

Alderman Greg Frederico

200 Scenic Drive

Pass Christian, MS 39571

Re: Presentation by Dr. Sarah Crisler Ruskey, Director, Harrison County Library System

On behalf of the Harrison County Library System and the Pass Christian Library, this letter requests permission for Dr. Sarah Crisler Ruskey, Director of the Harrison County Library System, to speak and make a presentation to the Mayor and Board of Aldermen at the August 5th meeting of the Board.

Pass Christian Public Library 111 Hiern Avenue Pass Christian, Mississippi 30571

228-452-4596

A-4
88-25

WORK ORDER

No. 6

Dated 7/29/2025

Owner's Project No. _____

Engineer's Project No. 14681.08

Project Scenic Drive Parking Improvements

Owner City of Pass Christian

Contractor DNA Underground, LLC

Contract Date 3/3/2023

Contract For Scenic Drive Parking Improvements

To: DNA Underground, LLC

Contractor:

Your are authorized to perform the following scope of work:

Owner City of Pass Christian

By _____
MAYOR

Date _____

Nature of the Work

1. Labor and equipment to remove existing concrete sidewalks, vegetation, curb and gutter and replace with new concrete parking and adjacent sidewalk while maintaining the drainage and providing protection of existing lighting. This estimate assumes the Contractor will not encounter existing electrical components and they are buried deep enough without affecting the performance of the work.

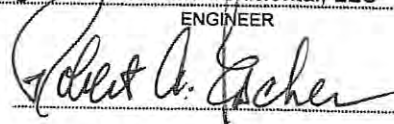
Work Order Price \$ 214,990.00

Contract Time _____ 60 _____ Calendar Days.

The Attached Scope of Work, Cost Estimate and Contract Time Are Approved:

Covington Civil and Environmental, LLC
ENGINEER

by



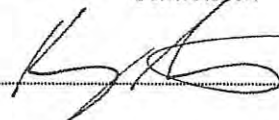
Date 7/29/2025

The Attached Scope of Work, Cost Estimate and Contract
Time Are Approved:

DNA Underground, LLC

CONTRACTOR

by

A handwritten signature in black ink, appearing to be 'K. A.', written over a horizontal dotted line.

Date

7/29/2025

ATTACHMENT TO WORK ORDER NO. 6

| Item No. | Description of Unit Price Items | Units | Units | Unit Price | Ext. Total |
|---------------------|--|---------|--------|-------------|----------------------|
| 4 | Mobilization (Work Order > \$100,000) | Each | 1.00 | \$12,000.00 | \$12,000.00 |
| 6 | Removal of Concrete Pavement | SY | 600.00 | \$8.00 | \$4,800.00 |
| 8 | Sawcutting Concrete Pavement (All Depths) | LF | 400.00 | \$3.00 | \$1,200.00 |
| 12 | Reinforcing Steel | LBS | 950.00 | \$2.00 | \$1,900.00 |
| 13 | Castings and Grates | LBS | 250.00 | \$4.00 | \$1,000.00 |
| 266 | Select Sandy Backfill (FM) | C.Y. | 25.00 | \$18.00 | \$450.00 |
| 268 | Geotextile Fabric | S.Y. | 350.00 | \$2.00 | \$700.00 |
| 269 | 8" Thick Limestone Base Restoration (Compacted and Tested) | S.Y. | 520.00 | \$75.00 | \$39,000.00 |
| 273 | Concrete Sidewalk Restoration - Min. 4" Finished Thickness | S.Y. | 170.00 | \$63.00 | \$10,710.00 |
| 274 | Concrete Restoration (Includes Concrete Driveways, aprons, islands, etc.) - Min. 6" finished thickness | S.Y. | 350.00 | \$75.00 | \$26,250.00 |
| 275 | Concrete Curb Restoration (ALL TYPES) | LF | 900.00 | \$40.00 | \$36,000.00 |
| 277 | Vegetative Cover (Seeding) | S.Y. | 100.00 | \$3.00 | \$300.00 |
| 278 | Solid Sod | S.Y. | 450.00 | \$10.00 | \$4,500.00 |
| 284 | Traffic Control Barrel | Ea/Day | 900.00 | \$20.00 | \$18,000.00 |
| 285 | Traffic Control - Type III Barricade | Ea/Day | 120.00 | \$20.00 | \$2,400.00 |
| 286 | Traffic Control Signs | Ea/Day | 120.00 | \$20.00 | \$2,400.00 |
| 291 | Straw Wattles | LF | 20.00 | \$3.00 | \$60.00 |
| 292 | Hay Bales | Each | 2.00 | \$10.00 | \$20.00 |
| 289 | Maintenance of Traffic (Flagger) | MAN/DAY | 20.00 | \$1,000.00 | \$20,000.00 |
| 290 | Silt Fence | LF | 100.00 | \$3.00 | \$300.00 |
| XXX | Handicapped Symbol Thermo (Blue) | EA | 1.00 | \$1,200.00 | \$1,200.00 |
| XXX | 6" Thermo Detail (Blue) | LF | 350.00 | \$30.00 | \$10,500.00 |
| XXX | 6" Thermo Detail (White) | LF | 250.00 | \$20.00 | \$5,000.00 |
| XXX | Precast Concrete Parking Stops | EA | 12.00 | \$350.00 | \$4,200.00 |
| XXX | Unclassified Excavation | CY | 350.00 | \$15.00 | \$5,250.00 |
| XXX | Topsoil | CY | 50.00 | \$35.00 | \$1,750.00 |
| XXX | Removal / Abandonment of Irrigation system | LS | 1.00 | \$1,500.00 | \$1,500.00 |
| XXX | Cast in Place ADA Brick Pavers | SF | 24.00 | \$150.00 | \$3,600.00 |
| TOTAL AMOUNT | | | | | \$ 214,990.00 |

A-5
8-5-25

WORK ORDER

No. 7

Dated 7/29/2025

Owner's Project No. _____ Engineer's Project No. 14681.08

Project 229 Basswood Drive

Owner City of Pass Christian

Contractor DNA Underground, LLC

Contract Date 3/3/2023

Contract For 229 Basswood Drive

To: DNA Underground, LLC

Contractor:

Your are authorized to perform the following scope of work:

Owner City of Pass Christian

By _____
MAYOR

Date _____

Nature of the Work

1. Labor and equipment to remove and replace failing drainage structures at 229 Basswood Drive, including roadside culvert and junction box

The scope of work in this Work Order represents an estimated cost and duration as presented below:

Work Order Price \$ 26,142.00

Contract Time 30 Calendar Days.

The Attached Scope of Work, Cost Estimate and Contract Time Are Approved:

Covington Civil and Environmental, LLC
ENGINEER

by Robert A. Eche

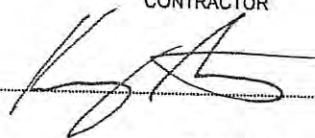
Date 7/29/2025

The Attached Scope of Work, Cost Estimate and Contract
Time Are Approved:

DNA Underground, LLC

CONTRACTOR

by

A handwritten signature in black ink, appearing to be 'K. J. A.', written over a horizontal dotted line.

Date

7/29/2025

ATTACHMENT TO WORK ORDER NO.7

| Item No. | Description of Unit Price Items | Units | Qty | Unit Price | Ext. Total |
|---------------------|--|--------|----------|------------|---------------------|
| 2 | Mobilization (Work Order \$10,000- \$50,000) | Each | 1.00 | \$6,000.00 | \$ 6,000.00 |
| 7 | Removal of Structures | Each | 2.00 | \$100.00 | \$ 200.00 |
| 9 | Sawcutting Asphalt Pavement (All Depths) | LF | 12.00 | \$3.00 | \$ 36.00 |
| 10 | Structural Concrete for Poured-In-Place Drainage Structures | CY | 5.00 | \$1,500.00 | \$ 7,500.00 |
| 12 | Reinforcing Steel | LBS | 1,000.00 | \$2.00 | \$ 2,000.00 |
| 13 | Castings and Grates | LBS | 250.00 | \$4.00 | \$ 1,000.00 |
| 18 | 12" Concrete Pipe Collar | Each | 2.00 | \$300.00 | \$ 600.00 |
| 56 | 12" HDPE Drain Pipe (0'-6') | LF | 40.00 | \$27.00 | \$ 1,080.00 |
| 265 | Pipe Foundation Material (PM) | C.Y. | 5.00 | \$90.00 | \$ 450.00 |
| 266 | Select Sandy Backfill (FM) | C.Y. | 25.00 | \$18.00 | \$ 450.00 |
| 268 | Geotextile Fabric | S.Y. | 23.00 | \$2.00 | \$ 46.00 |
| 269 | 8" Thick Limestone Base Restoration (Compacted and Tested) | S.Y. | 23.00 | \$75.00 | \$ 1,725.00 |
| 274 | Concrete Restoration (Includes Concrete Driveways, aprons, islands, etc.) - Min. 6" finished thickness | S.Y. | 23.00 | \$75.00 | \$ 1,725.00 |
| 278 | Solid Sod | S.Y. | 150.00 | \$10.00 | \$ 1,500.00 |
| 284 | Traffic Control Barrel | Ea/Day | 50.00 | \$20.00 | \$ 1,000.00 |
| 286 | Traffic Control Signs | Ea/Day | 20.00 | \$20.00 | \$ 400.00 |
| 290 | Silt Fence | LF | 100.00 | \$3.00 | \$ 300.00 |
| 291 | Straw Wattles | LF | 40.00 | \$3.00 | \$ 120.00 |
| 292 | Hay Bales | Each | 1.00 | \$10.00 | \$ 10.00 |
| TOTAL AMOUNT | | | | | \$ 26,142.00 |

A-6
B-5 25

WORK ORDER

No. 5

Dated 5/7/2025

Owner's Project No. _____

Engineer's Project No. 16481.08

Project Leovy Street Drainage Repairs

Owner City of Pass Christian

Contractor DNA Underground, LLC

Contract Date 3/3/2023

Contract For Leovy Street Drainage Repairs

To: DNA Underground, LLC

Contractor:

Your are authorized to perform the following scope of work:

Owner City of Pass Christian

By _____

MAYOR

Date _____

Nature of the Work

1. Labor and equipment to install drainage culvert and catch basins along the east side of Leovy Street discharging into the RR ditch.

The scope of work in this Work Order represents an estimated cost and duration as presented below:

Work Order Price

\$ 111,285.00

Contract Time

60

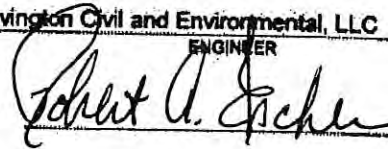
Calendar Days.

The Attached Scope of Work, Cost Estimate and Contract Time Are Approved:

Covington Civil and Environmental, LLC

ENGINEER

by



Date

5-7-25

The Attached Scope of Work, Cost Estimate and Contract
Time Are Approved:

DNA Underground, LLC

CONTRACTOR

by

A handwritten signature in black ink, appearing to be 'K. J. A.', written over a horizontal line.

Date

5/7/25

ATTACHMENT TO WORK ORDER NO.

5

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENSION |
|---|--|----------|---------|-------------|---------------|
| 3 | Mobilization (Work Order \$50,001 - \$100,000) | 1 | Each | \$ 8,000.00 | \$ 8,000.00 |
| 5 | Removal of Asphalt Pavement | 350 | SY | \$ 8.00 | \$ 2,800.00 |
| 8 | Sawcutting Concrete Pavement (All Depths) | 1,850 | LF | \$ 3.00 | \$ 5,550.00 |
| 11 | Structural Concrete for Precast Drainage Structures | 5 | CY | \$ 1,500.00 | \$ 7,500.00 |
| 13 | Castings and Grates | 750 | LBS | \$ 4.00 | \$ 3,000.00 |
| 56 | 12" HDPE Drain Pipe (0'-8') | 950 | LF | \$ 27.00 | \$ 25,850.00 |
| 265 | Pipe Foundation Material (PM) | 60 | C.Y. | \$ 90.00 | \$ 5,400.00 |
| 266 | Select Sandy Backfill | 250 | CY | \$ 18.00 | \$ 4,500.00 |
| 268 | Geotextile Fabric | 350 | S.Y. | \$ 2.00 | \$ 700.00 |
| 269 | 6" Thick Limestone Base Restoration (Compacted and Tested) | 350 | S.Y. | \$ 75.00 | \$ 26,250.00 |
| 270 | 2" Hot Bituminous Surface Course (9.5 mm Mixture) | 350 | S.Y. | \$ 38.00 | \$ 13,300.00 |
| 274 | Concrete Restoration (Includes Concrete Driveways, aprons, islands, etc.) - Min. 6" Finished Thickness | 5 | S.Y. | \$ 75.00 | \$ 375.00 |
| 277 | Vegetative Cover (Seeding) | 250 | S.Y. | \$ 3.00 | \$ 750.00 |
| 278 | Solid Sod | 50 | S.Y. | \$ 10.00 | \$ 500.00 |
| 284 | Traffic Control Barrel | 100 | Ea/Day | \$ 20.00 | \$ 2,000.00 |
| 285 | Traffic Control Type III Barricade | 4 | Ea/Day | \$ 20.00 | \$ 80.00 |
| 286 | Traffic Control Signs | 28 | Ea/Day | \$ 20.00 | \$ 560.00 |
| 288 | Maintenance Limestone (LVM) | 20 | CY | \$ 100.00 | \$ 2,000.00 |
| 289 | Maintenance of Traffic (Flagger) | 2 | MAN/DAY | \$ 1,000.00 | \$ 2,000.00 |
| 290 | Silt Fence | 100 | LF | \$ 3.00 | \$ 300.00 |
| 291 | Straw Wattles | 20 | LF | \$ 3.00 | \$ 60.00 |
| 292 | Hay Bales | 1 | Each | \$ 10.00 | \$ 10.00 |
| Total Probable Cost- Direct Construction Cost | | | | | \$ 111,285.00 |

**Bobcat Tree Work LLC**

Joey Wilson

Business Number 228-806-8063

14940 Cable bridge rd

Gulfport MS 39503

2288068063

bobcattreework.combobcattreework@Gmail.com

ESTIMATE

EST0270

DATE

07/07/2025

TOTAL

USD \$1,100.00

TO

Pass Christian public Works

☎ +12282339495

| DESCRIPTION | RATE | QTY | AMOUNT |
|--|----------|-----|----------------|
| Cut cedar tree 118 Barkley All debris hauled away | \$800.00 | 1 | \$800.00 |
| Grind stump | \$300.00 | 1 | \$300.00 |
| Dig stump | \$0.00 | 1 | \$0.00 |
| TOTAL | | | USD \$1,100.00 |

Dawn Sanders

From: teri anthony <wpscopc@gmail.com>
Sent: Tuesday, July 15, 2025 12:37 PM
To: Kenny Torgeson; Marian Governor; Dawn Sanders; Paul Ratliff
Subject: Quotes- Operations and Maintenance Services for - 15 each City Owned Generators
Attachments: Bay Motor Winding- City Generator quote yr. 2025.pdf; K & R - Generator Quote- Yr. 2025.pdf

Caution: THIS IS AN EXTERNAL EMAIL AND MAY BE MALICIOUS. PLEASE TAKE CARE WHEN CLICKING LINKS OR OPENING ATTACHMENTS.

Good afternoon to all,

Please see attached 2 quotes for the above referenced service for your review.

They are the following:

1. Bay Motor Winding

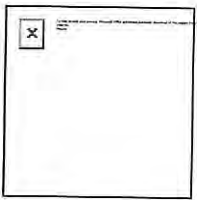
\$ 9, 030.00 - Preventative Maintenance Service

2. K & R Services

\$ 6, 385.00 - Preventative Maintenance Service

WPSCO recommends **K & R SERVICES the lowest bid/quote- \$ 6, 385.00**

Please submit an Agenda Request for the next BOA meeting or August 05, 2025 and process a Purchase Requisition. Please do not hesitate to contact me with any questions you may have.



Kermit Anthony- Operations Manager
(On behalf of the City of Pass Christian)
Wastewater Plant Service Co., Inc. (WPSCO)
Office-(228) 452-2031
Direct-(228) 216-3758
Email-wpscopc@gmail.com

PLAYGROUND EQUIPMENT REMOVAL AGREEMENT

This Playground Equipment Removal Agreement ("Agreement") is made and entered into effective this _____ day of _____, 2025, by and between the City of Pass Christian (the "City"), a Mississippi municipal corporation and Brookhill, LLC (the "Contractor"), a Mississippi Limited liability Company.

RECITALS

WHEREAS, the City owns certain playground equipment located at the East side of War Memorial Park in the City of Pass Christian, (the "Equipment"), which includes a climbing piece, an ADA slide, and a second slide unit, but which does NOT include the swings sets or units; and

WHEREAS, based upon its current condition and the recommendation of the Beautification Department the Mayor and Board of Aldermen have recently declared the Equipment surplus and of "no value" because the estimated costs to repair the Equipment exceeds its current value, and further, that due to rust and neglect, age and ordinary wear and tear such items may not meet municipal safety standards and such Equipment should be removed; and

WHEREA by public notice dated June 19, 2025 the City sought proposals for interested qualified proposers to provide necessary labor and materials to dismantle, remove and dispose of all such surplus playground equipment at their discretion to be submitted to the City Clerk's office by close of business on July 14, 2025, and the sole qualifying proposal was received from Brookhill, LLC; and

WHEREAS, in accordance with the Contractor's' proposal Contractor is willing to pay the City the sum of \$1,500.00, and at its sole cost and expense, to disassemble and remove the Equipment in accordance with the schedule set by the City; and

WHEREAS, the City has determined that the disposal of the Equipment in accordance with the terms and conditions of this Agreement accomplishes a legitimate public purpose in aiding the City in maintaining its parks and provides a return benefit to the City specifically, the stated compensation and disassembly and removal of end-of-life playground equipment at no cost, thereby saving the City money.

NOW, THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, the Parties agree as follows:

AGREEMENT

1. *Sale of Equipment.* Subject to the terms and conditions of this Agreement, and in consideration of the sum of \$1,500.00 and the other good and valuable considerations as state herein, the City hereby conveys title to the Equipment to Contractor. Contractor accepts the Equipment and each part thereof "as-is" without warning labels or instructions, and acknowledges and agrees that: (i) the City is neither a manufacturer nor a vendor of the Equipment; (ii) the City has not made and does not hereby make any covenant, representation or warranty, express or implied, with respect to the, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever, including any proposed use or application thereof by Contractor or others, or the absence of defects, latent or otherwise, in the design, manufacture or condition of the Equipment. The City makes no representation that the Equipment has any value, use or application, other than potentially as scrap metal. Contractor hereby assumes and accepts

all risks incident to its acceptance and use of the Equipment and agrees that the City shall not be liable for any damages or losses, actual, incidental, consequential, exemplary or otherwise, of or to Contractor or other person or entity arising out of or in connection with the use, performance or condition of the Equipment or the operation or maintenance thereof. Contractor affirmatively disclaims reliance on any oral representations concerning the Equipment.

2. *Timeline for Removal of Equipment.* Removal shall begin on or after July 15th and be coordinated with The City. • Method: Work will be performed by the staff from Brookhill, LLC under the direction of Roy Barnett.

3. *Disposal:* Equipment will be removed and hauled away. Any holes will be backfilled and the area cleaned.

4. *Notification.* Contractor shall notify the City's Director of the Park and Recreation Department prior to scheduling any disassembly and removal of the Equipment and provide the Director, or their designee, the opportunity to be present to observe said disassembly and removal.

4. *Insurance.* Contractor shall maintain commercial general liability insurance in accordance with the Certificate provided as attached to Contractor's Proposal.

So Agreed and Executed, to be effective as of the date first set forth above.

CITY OF PASS CHRISTIAN

By: _____
Kenny Torgeson, Mayor

By: _____
Marian Governor, City Clerk

BROOKHILL, LLC.

By: _____
John E. Lynch Title: Member/Manager

Removal of Park Equipment from War Memorial Park

The City of Brookhaven and The Clubs at Ole Brook

Date: June 23, 2025

To: Pass Christian City and Beautification Department

From: John E Lynch, Owner

Subject: Offer to Remove Park Equipment at War Memorial Park

The specific park equipment is located on the East side of War Memorial Park in Pass Christian. It includes a climbing piece, an ADA slide, and a second slide unit. Swings are not included.

The equipment has reached the end of its usable life and has become a safety hazard.

- Rust repairs
- Neglect

We propose the following:

- **Timeline:** Removal to begin on or after July 15th and be coordinated with The City.
- **Method:** Work will be performed by the staff from Brookhill, LLC/The Club at Ole Brook under the direction of Roy Barnett.
- **Disposal:** Equipment will be removed and hauled away. Any holes will be backfilled and the area cleaned.
- **No cost to the city for this service plus a \$1,500 dollars payment.**

Brookhill, LLC carries a \$1,000,000 liability insurance policy. See attached.

Thank you for your consideration.

Submitted by:

John E Lynch

John E Lynch

Owner of Brookhill, LLC & The Ole Brook Club.



City of Pass Christian

200 West Scenic (Drive)
Pass Christian, MS 39571
Phone (228) 452-3310
Fax (228) 452-5435

Betty Sparkman, Alderwoman Ward 1
Regina Charlot Alderwoman Ward 2
Kirk Kimball Alderman Ward 3
Victor Pickich Alderman Ward 4
Kenny Torgeson, Alderman-at-Large

Renaud "Jimmy" Rafferty, Mayor
June 19, 2025

TO WHOM IT MAY CONCERN

FROM: Malcolm F. Jones, City Attorney

RE: War Memorial Park – Removal of Playground Equipment – East Side
Fleitas Avenue, Pass Christian, MS

Due to its current condition and the recommendation of the Beautification Department the Mayor and Board of Aldermen have recently declared the existing playground equipment on the East side of War Memorial Park as surplus and of “no value” because the estimated costs to repair the playground equipment exceeds its current value.

The City is now seeking proposals from qualified contractors, persons, or entities to perform the Scope of Work mentioned below:

SCOPE OF WORK

Proposer will provide necessary labor and materials to dismantle, remove and dispose of all surplus playground equipment at their discretion on the East side of War Memorial Park.

All work will be performed during standard work hours upon notification and approval of the City Beautification Department Director, but with special arrangements the proposer will be allowed to work on Saturdays.

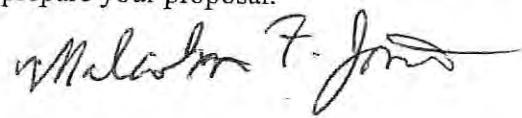
Proposers will be required to propose an acceptable time schedule for the work to be performed.

Proposers will be required to produce evidence of workers compensation, if applicable, and liability insurance in the sum of at least One Million Dollars as required by law with the City named as an Additional Insured with subrogation waived. No performance or payment bonds will be required for contracts less than \$25,000; but in such case, the City can only make one final payment when all work has been completed, inspected, and accepted by the City.

Contractor will be required to enter into a written contract with the City for the work to be performed. All work shall be performed by qualified workers. The City will accept a proposal to remove and dispose of all surplus playground equipment by the proposer at no cost to the City with the proposer being responsible for all salvage materials.

Please be advised that the City will be seeking proposals to award a bid for this work at its meeting to be held on July 15, 2025, at 6:00 PM. Proposers are encouraged to submit their bid to the City Clerk's office by close of business on July 14, 2025.

If you are interested in submitting a bid, please contact Brad Manus, Beautification Department Director at 228-671-6539 to make arrangements to grant you access to inspect property to prepare your proposal.

A handwritten signature in black ink, appearing to read "Malcolm F. Jones". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

A-10
11/22

STATE OF MISSISSIPPI
COUNTY OF HARRISON

LEASE AGREEMENT

This Lease Agreement ("**Lease Agreement**") made by and between the City of Pass Christian, a Mississippi municipal corporation (the "**City**"), herein after sometimes referred to as "**Lessor**", and B and W Seafood, LLC, hereinafter sometimes referred to as "**Lessee**".

WHEREAS, the Lessor and Lessee previously entered into a Slip Rental Agreement for a bait shop on a floating barge and for sale of ice on the North wall of the West Harbor; and

WHEREAS, the City and the State of Mississippi acting through the Secretary of State entered into a Tidelands Lease for the new harbor expansion area East of the existing small craft harbor and the existing West Harbor with an initial term of forty years beginning on January 1, 2010, and ending on December 31, 2049 (the "**Tidelands Lease**"), with the understanding that the aforementioned lease with Lessee would continue until it was assigned, the lease term ended, or the lease was otherwise terminated with the City and the City as Lessor would continue to receive all such rental income for such time frame (Exhibit "A") ; and

WHEREAS, the City as Lessor and the Lessee wish to enter into a long-term lease for the same space for a bait and tackle shop on a floating barge and to provide for sale of ice on the adjacent North wall of the West Harbor.

NOW, FOR AND IN CONSIDERATION of the mutual benefits and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties herein do agree as follows:

1. Lease Term and Rent.

Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, approximately 1,100 square feet of space located at Slip Nos. 24-25, inclusive, on the Skiff Pier. The leased premises shall be used for the placement and operation of a floating barge to function as a bait and tackle shop, along with the adjacent slip to provide water access for Lessee's customers. Additionally, Lessee shall have the non-exclusive right to use the area described below along the North Wall of the West Harbor for the placement and maintenance of portable ice boxes, all subject to the terms and conditions set forth in this Lease.

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE

The Lessee shall have the use of the aforementioned area, which is 45 sq. ft. on the North Wall of the West Harbor as shown in the diagram in Exhibit "B". This lease area is on the East side of the easternmost walkway to the Skiff Pier for the placement of the portable ice boxes. The Lessee shall ensure that these ice boxes are maintained with a good aesthetic appearance at all times and the Lessor reserves the right to reject the placement any ice boxes in this lease area that do not have an acceptable appearance in the sole discretion of the Lessor. As these ice boxes will be located in the Velocity Flood Zone the Lessee will be required to provide the City Code Office with an acceptable evacuation plan for this equipment during a storm threat. Upon such event, this equipment must be removed by the Lessee at his sole expense in a timely manner as directed by the Harbormaster. The Lessee will have reasonable rights of ingress and egress across the City's pier for use and maintenance of these ice boxes. Lessee agrees that he and all of his employees, agents, and contractors under his control and his customers will use their designated lease and slip space so as to not interfere with others using the Skiff Pier and areas adjacent to the lease area. Lessee agrees that he will comply with the direction of the Harbormaster or his designee regarding any dispute concerning the use of his slip or lease area for his bait shop operation and for related purposes under this agreement. The Lessee at his sole expense will be responsible for installing electrical wiring in conduit under and attached to the commercial pier from the electrical pedestal for his slip along with ground fault outlets to the lease area for these ice boxes. The Lessee will use the existing wooden platform for the ice boxes.

Provided, however, that this lease and the premises shall be subject to any and all binding restrictions or conditions now or hereafter imposed upon the parties herein or by a court or other judicial body having proper jurisdiction in the premises. To have and to hold the above described premises for a term of five years from the 1st day of August, 2025, and expiring on July 31, 2030. The Lessee agrees to pay the Lessor a monthly slip rental rate based upon usual and customary charges of \$3.50 per square foot payable in advance commencing on the 1st day of August, 2025, in the sum of \$3,850.00 for the slip space, an additional sum of \$157.50 for rental of the ice box lease area with the annual rental rate to increase by 4% each year, and \$125.00 per month for additional rent for estimated utility usage until a actual meter use is provided.. The Lessor reserves the right to make adjustments to the rental charge for electrical usage at reasonable intervals based upon actual readings at the slip utility pedestal or based upon potable water usage.

The Lessee understands and agrees that this sublease agreement shall be subject to all of the terms and provisions of the City's aforementioned Tidelands Lease and amendments thereto attached hereto and incorporated herein. The Lessee understands that the Secretary of State must approve all of the terms and conditions of the new Sublease agreement.

Lessee understands and agrees that the leased area is over the Public Tidelands of the State of Mississippi and as such, the City cannot warrant title and can only grant

the Lessee such rights and interests as it shall have or is vested in the leased premises under various State Statutes or common law court decisions and/or arising under its aforementioned Tidelands Lease with the State of Mississippi by and through its Secretary of State. Lessor covenants and agrees to comply with the terms of the Tideland's Lease; Lessee's obligations under this Restated Lease Agreement are contingent upon the same.

1. **Purpose.** It is understood and agreed that the purpose of this lease is for Lessee to engage in a business for a bait and tackle shop on a floating barge with the sale of ice and other related items. Lessee agrees to use the leased premises for said purpose for a period of not less than six (6) consecutive months each year and if the Lessee fail to use the premises as specified, except by reasons outside of its control, this lease may be cancelled at the option of the City.
2. **Signs.** Should Lessee desire to construct any signs or improvements on said property, written approval of the Lessee's plans and specifications must first be obtained from the Lessor. Approval of such improvements shall not subject Lessor to any liability or other obligations as to the safety for the said building, equipment or improvement nor for non-compliance with any law or regulation requiring the design or construction of same. Should Lessee desire to use the said property for any other lawful purposes than that stated above the Lessee shall first obtain such approval in writing from the Lessor.
3. **No Interference with Others.** Lessee agrees at their expense to use the premises so as not to interfere with the other tenants or slip users near or adjacent to the aforementioned premises and to keep the premises free from unsightly vegetation, debris, and rubbish and in a neat and sanitary condition. Lessee will not be allowed to operate its business in such a way to create unreasonable noxious odors or conditions that will materially and substantially affect the uses and enjoyment of the adjoining leaseholders' and other users of the harbor in the vicinity.
4. **Parking.** Lessee agrees and understands that unless marked otherwise the designated municipal parking spaces near its lease are for the non-exclusive use of the Lessee, other tenants in the area and the members of the general public. The Lessee agrees that it will not allow its customers, employees, or others under its control to unlawfully park in the adjacent street right-of-way or other places not authorized for parking and they shall only park in designated loading areas or parking spaces subject to the time limitations and restrictions as established by the Lessor or the harbormaster.
4. **Compliance with Laws; Docking.** Lessee agrees to not permit any waste or nuisance and abide by all the laws, rules, orders, and regulations of the City, and any other government body or agency and its officials having jurisdiction pertaining to the use and occupancy of the premises. Lessee shall not operate any business which will interfere with the commerce and/or maintenance of the harbor, particularly with the regard to the other slips or other operations of the harbor. The Lessee will not allow any boats or vessels to moor in or adjacent to its slip, which will unreasonably interfere with the operations of other slip holders.

5. **Compliance with Regulations.** Lessee agrees not to do or perform any act or to engage in any omission, or to permit other to do so, which would amount to a breach or violation of the fire, police, or health regulations of the City, Harrison County, State of Mississippi, and the United States of America, nor increase the cost of casualty insurance premiums or cause the cancellation of Lessor's policies. Lessee agrees to abate any nuisance caused or allowed by it by lawful order of any appropriate authority or agency at its own expense
6. **Zoning.** Lessee agrees to abide all the zoning laws and building codes of the City now or hereafter applicable to said premises.
7. **Sublease; Change of Control.** Lessee agrees not to under-let or sublease premises, or any portion thereof, or to assign this lease without the prior written consent of Lessor, and any attempted assignment or sublease without the written consent of Lessor shall be void. The Lessor and Lessee agree if the Lessee is a corporation or other business entity, that the transfer of the ownership of a controlling interest or management of any business entity in the stock of the corporation or the voting power of said stock, controlling interest or management of any business entity, or transfer of substantially all of the assets of the corporation or entity shall amount to a sublease or under-let requiring the written consent of the lessor. Each Lessee shall be personally responsible for the management of the leased premises and such rights and obligations under this lease may not be delegated without the written consent of the Lessor.
8. **Lessor Rights of Ingress and Egress.** Lessor shall have the right of ingress and egress of the above premises upon reasonable notice for the purpose of inspection or to protect the property of the Lessor.
9. **Lien for Unpaid Amounts.** It is hereby mutually agreed that Lessor shall have a lien upon any improvements erected by Lessee upon the above property and any furnishings or fixtures thereon, for any rent which may be due and unpaid and for the payments of all other money which may be due Lessor hereunder, whether liquidated claims or not.
10. **Default.** In the event of default in the payment of any rental due under this Lease Agreement or breach by Lessee of any of the other terms of this Lease Agreement, which default or breach continues for sixty (60) days after notice thereof given to the Lessee by the Lessor, Lessor may immediately terminate this lease and take possession of said premises and any and every part thereof, including all personal property, equipment and improvement thereon for the purpose of satisfying all claims of the Lessor against Lessee. If Lessee continues to occupy the leased premises after notice of default, the Lessor shall also have the right to enter the leased premises without notice and to remove the Lessee and all others claiming under the Lessee from said premises if Lessor so desires, using such force in removing Lessee, or any person, or any persons, or effects, as may be necessary in so doing and to repossess and enjoy said premises.

11. **Rights to Property upon Termination.** All buildings and permanent improvements constructed or placed upon the above described premises by Lessee, including the Equipment, machinery, and fixtures, not removed as provided herein shall become the property of the City upon the expiration of this lease; provided, however, the Lessee shall have option of removing its machinery, equipment and trade fixtures (including the Equipment) and restoring the leased property at the cost of Lessee to the condition that the leased premises existed prior to the installation of the Equipment by Lessee, normal wear and tear excepted. Any equipment, machinery, or personal property left on the premises ninety days after termination of the lease shall be considered abandoned.
12. **Binding Effect.** This lease shall be binding upon the heirs, devisees, legal representatives, successors and assigns of all parties hereto.
13. **Destruction by Casualty.** If greater than 50% of the improvements upon the leased premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Lessor and Lessee shall have the right to terminate the lease of the leased premises on notice to the other within ninety (90) days after such destruction and the lease of said premises shall terminate as of the date of such destruction and rental shall be accounted for as between Lessor and Lessee as of that date.

If, as a result of any such casualty, the leased premises are damaged but not greater than 50% of the improvements upon the leased premises destroyed by such casualty, or if neither Lessee or Lessor elects to terminate the lease under the prior paragraph, Lessor shall commence (or shall cause to be commenced) reconstruction of the leased premises to substantially the same or better condition as existed prior to such casualty within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Lessor receives applicable permits and insurance proceeds. In the event Lessor shall fail to substantially complete reconstruction of the leased premises within said two hundred seventy (270) day period, Lessee's sole remedy shall be to terminate the lease of said premises.

In the event of reconstruction of the leased premises, Lessee shall continue the operation of its business in the leased premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Lessee to pay annual rental and any other sums due under this Restated Lease Agreement shall remain in full force and effect during the period of reconstruction; provided, however, the annual rental and other sums due under this Restated Lease Agreement shall be abated proportionately with the degree to which Lessee's use of the leased premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction.

In the event of the termination of the lease under any of the provisions of this Section 13, both Lessor and Lessee shall be released from any liability or obligation under this Restated Lease Agreement relating to leased premises arising after the

date of termination, except as otherwise provided for in this Restated Lease Agreement.

14. **Ad-valorem Taxes.** All buildings, equipment, machinery, trade fixtures and improvements placed upon the leased property by the Lessee shall remain the property of Lessee during the term of this lease but shall not be removed from the leased premises without the written approval of Lessor. All of such property shall remain subject to ad valorem taxes levied from time to time by the City and Harrison County taxing authorities, and shall be paid by Lessee. Failure to pay any such taxes when they become due shall amount to a breach of this lease by Lessee and unless cured upon written notice, shall subject the lease to termination as elsewhere herein provided.

Lessor shall pay and be responsible for any and all other ad-valorem or similar taxes with respect to the leased premises, and any and all rent and other charges under the Tideland Lease.

15. **Utilities.** Lessor may, from time to time and at its discretion, furnish water and/or sewer services to the leased premises, subject to reasonable charges and applicable regulations governing the use of such utilities. Lessor shall have no obligation to provide such utilities and shall not be liable for any discontinuance or interruption of such services, whether due to circumstances beyond Lessor's control or if Lessor determines, in its sole discretion, that the continued provision of such services is no longer feasible or cost-effective.

Notwithstanding the foregoing, Lessee's obligations under this Lease shall be conditioned upon the availability of electricity, water, and sewer services to the leased premises at rates not exceeding those generally charged to the public for such services within the City. Where available, individual electrical meters shall be installed, and Lessee shall be responsible for payment based on actual usage.

Utility Charges Clause (Revised):

An additional rent charge of **\$125.00 per month** will be applied for estimated utility usage until actual metered usage data is available. The Lessor reserves the right to adjust the rental charge for **electricity** at reasonable intervals, based on actual meter readings at the slip utility pedestal or based on **potable water** usage

16. **Indemnification.** To the extent permitted by law,
- (i) Lessee agrees to indemnify, hold and save Lessor, its officials, agents, employees, and contractors harmless from any and all claims; demands, suits or causes of action of whatsoever nature in kind, whether disputed or well grounded in law or fact, arising from or out of any occurrence in, upon, or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, or invitees, and Lessee agrees to indemnify Lessor and its officials, agents, employees,

and contractors for all costs of defense and attorney's fees of any such claims or suits and payments in full of any judgments rendered in said suits together with all interests, damages and costs; and

17. **Surrender of Premises.** Upon the last day of the primary term, or extension thereof or the earlier termination of this lease, the Lessee shall peaceably and quietly surrender possession of the leased premises to the Lessor, including all improvements situated thereon and including all additions, replacements and changes made or placed by the Lessee, except machinery, equipment and trade fixtures that can be removed without significant damage to the premises, in as good condition as the beginning of the term of this lease, except for natural wear and tear.

18. **Maintenance.** Subject to the availability of casualty insurance proceeds or other available funds, Lessor shall at its own expense, maintain in good repair and good and safe condition all major structural improvements, i.e. Skiff Pier and electrical systems installed and owned by the City.

Lessee shall have the duty to repair and maintain at its own expense any damages caused by its occupancy and all other structures, equipment and machinery installed by Lessee.

19. **Correction of Hazardous Condition.** In the event of unsafe and/or hazardous condition arising on the leased premises or property thereon relating to or arising from maintenance for which the Lessee is responsible, the Lessor shall provide the Lessee with ten days written notice to remedy the matter, unless a shorter notice period is required due to exigent circumstances. If the Lessee fails to take corrective action in the time required by the notice, the Lessor may take the corrective action and charge the Lessee for such expenses as additional rent or the Lessor may terminate this lease.

In the event of unsafe and/or hazardous condition arising on the leased premises or property thereon relating to or arising from maintenance for which the Lessor is responsible, the Lessee shall provide the Lessor with ten days written notice to remedy the matter, unless a shorter notice period is required due to exigent circumstances. If the Lessor fails to take corrective action in the time required by the notice, the Lessee may take the corrective action and deduct the expenses from future rent due hereunder or the Lessee may terminate this lease.

20. **Property Accepted "As Is".** Lessee acknowledges that it has inspected the premises and accepts same in its present and "as is" condition, subject to completion of the Ice House in accordance with plans previously provided to Lessor. Other than as provided herein the Lessor has made no representations to Lessee or its agents as to the suitability of the premises for its intended use.

21. **Liability Insurance.** Lessee shall obtain general public liability insurance in amounts not less than \$500,000.00 bodily injury coverage and \$100,000.00 property damage

coverage, with a copy of said policy to be furnished to the Lessor upon lessee taking possession of the leased property. The Lessor shall be added as an additional insured on said general liability insurance policy and the policy shall contain a provision that the Lessor shall be notified at the least ten (10) days in advance in the event of any lapse of coverage. The Lessee/Lessees shall not cancel or materially change the insurance policy without first giving notice to Lessor.

22. **Casualty Insurance.** Throughout the term of this lease, including any extensions, Lessor shall not maintain insurance coverage on the leased premises. Lessee shall maintain insurance coverage on its vessel, equipment, machinery, contents, and personal property in its discretion and the Lessor shall have no responsibility or liability for loss or damage to same.

23. **Limited Waiver of Subrogation.** Notwithstanding any other provision of this Lease Agreement to the contrary, neither party to this lease or its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees shall be liable to the other for loss or damage caused by any risk covered by insurance, and to the fullest extent allowed by law each party to this lease hereby waives any rights of recovery against the other and its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees for injury or loss on account of such covered risks.

All policies of property insurance carried by either party with respect to the leased premises and/or the contents thereof shall include a clause or endorsement whereby such party's insurer waives all right of subrogation, and all rights based upon an assignment from its insured, against the other party, its officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, and in the case of Tenant, its subtenants and their officers, directors, partners, members, managers, employees, agents, concessionaires, licensees and invitees, in connection with any loss or damage thereby insured against. If any policy of insurance requires the agreement of a party's insurer as a condition to the effectiveness of this mutual waiver of subrogation, such party agrees to make a commercially reasonable effort to obtain such agreement.

24. **Attorney Fees.** If it becomes necessary to insure the performance of the conditions of this lease agreement for the Lessor to employ an attorney, then the Lessee agrees to pay reasonable attorney's fee and court cost therewith.
25. **Governing Law; Amendment.** This lease agreement shall be governed by the laws of the state of Mississippi. No changes or amendments to any portion of this lease agreement shall be valid or binding on either party, unless in writing and signed by both parties herein.
26. **Consents.** With respect to any action or proposed action of Lessee requiring the prior consent of Lessor, said consent shall not be unreasonably conditioned, delayed or withheld.

27. **No Waiver.** The failure of either party to require the performance of any term of this lease agreement or the waiver of either party of any breach of this lease agreement shall not prevent a subsequent breach.

28. **Entire Agreement.** This lease agreement constitutes the entire understanding of the parties. It is declared by both parties that there are no other oral or other agreements or understandings between them affecting this lease agreement and this lease agreement supersedes and cancels all previous agreements, if any, between them affecting this matter, except to the extent set forth herein with respect to the Prior Lease Agreement. It is understood and agreed the Lessee may enter into a subsequent and separate slip agreement with Lessor for docking boats within the harbor and a lease agreement for a fuel dock or other facilities.

29. **Notices.** All notices applicable to Lessor hereunder, shall be directed to the Mayor, City of Pass Christian, Mississippi, and all notices applicable to Lessee shall be directed to Lessee at his address on file with the Harbormaster's office.

30. **Quiet Enjoyment.** So long as Lessee observes and performs the covenants and agreements contained herein, it shall at all times during the lease peacefully and quietly have and enjoy the possession of the premises.

31. **Eminent Domain.** In the event the entire leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking, and lessee shall thereupon be released from any liability thereafter accruing hereunder.

In the event a portion of the leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this lease as of the date of such taking on giving to Lessor written notice of such termination within sixty (60) days after Lessor has notified lessee in writing that the property has been so appropriated or taken. In the event of such partial taking and lessee does not so terminate this lease, then this lease shall continue in full force and effect as to the part not taken and the monthly installment of rent shall be reduced proportionately.

In the event of the termination of this lease by reason of the total or partial taking of the premises by eminent domain, then in any such proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them respectively, as a result thereof.

32. The Lessee agrees and understands that the lessor or its agents, employees, Officials shall not be liable for any damage or loss due to or suffered by Lessee, its vessel, including personal property, due to deterioration, destruction, theft, Acts of God,

inclement weather, tides or from other causes otherwise related or caused by the active negligence of lessor.

WITNESS OUR SIGNATURES on this the _____ day of _____, 2019.

CITY OF PASS CHRISTIAN, Lessor

BY: _____
Mayor Kenny Torgeson

ATTEST:

City Clerk

B and W Seafood, LLC

By: _____
William A. Scarborough, Jr., Manager - Lessee

E-2
8.5.25

**CITY OF PASS CHRISTIAN
SPECIAL EVENT APPLICATION**

City Clerk's Office* 200 West Scenic Drive*Pass Christian, MS 39571

Date Received By Clerk's Office: BOA Time: 8:5:25 By: E-1

Please complete this application in accordance with the City of PASS CHRISTIAN Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: PASS CHRISTIAN MAIN STREET

Organization Address 209 C EAST SECOND, PC, MS 39571

Organization Agent: ANITA GIANI Title: BOARD MEMBER

Phone: 650.743.0870 Work Home _____ During event _____

Agent's Address Anita - giani @ yahoo.com

Agent's E-Mail Address 129 ELVA AVE, PC, MS 39571

Event Name: FARM TO TABLE

Please give a brief description of the proposed special event: _____

FIVE-COURSE MEAL SERVED WITH WINE FOR 108 GUESTS.

MAIN FUNDRAISER FOR PCMS. THIS WILL BE

THE 10th year.

Event Day(s) & Date(s): SUN, 11/2/2025 Event Time(s): 6 - 11

Set-Up Date & Time: NOON 11/2 Tear-Down Date & Time: 10-11 11/2

Event Location: PAVILION ON DAVIS AND SECOND

ANNUAL EVENT: Is this event expected to occur next year? (YES) NO

How many years has this event occurred? 9 years

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: NA through Date/ Time _____

MUNICIPAL STAGE: Yes No **See separate stage use policy**

Use of stage in War Memorial Park is allowed only in designated area that is located West of Gazebo behind the Hurricane Camille monument.

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO

Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

If yes, what time?

Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? 108

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? 1

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

TRASH CANS, USE OF WATER & ELECTRICITY

Event Title: FARM TO TABLE

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept.: Recommend Approval: YES NO Est. Economic Impact: \$

Fire Dept.: Recommend Approval: YES NO Est. Economic Impact: \$

Public Works: Recommend Approval: YES NO Est. Economic Impact: \$

Traffic Eng.: Recommend Approval: YES NO Est. Economic Impact: \$

Parks/REG: Recommend Approval: YES NO Est. Economic Impact: \$

Have businesses been notified for street closures?: YES NO

Reason for disapproval _____

Any special requirements/conditions _____

Insurance /Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

DAVIS AVENUE PUBLIC PAVILION

The undersigned User hereby agrees to defend, indemnify and hold harmless the Pass Christian Park Commission and City of Pass Christian, its director, officers, employees and agents, from and/or against any loss, expense, claim, liability, or asserted liability incurred as a result of any and all claims, proceedings, or actions (whether brought by private party or related to enforcement action or disputed) for bodily injury, death, property damage, abatement or remediation, environmental damage or impairment of any other injury or damage arising or resulting from or relating directly or indirectly from activities the User and the User's members, invitees, or guests may engage in while utilizing any and or all Park facilities or adjacent areas in the City of Pass Christian.

Username / Applicant: Quinta Leau

Company / Business Name (if applicable): PASS CHRISTIAN MAIN STREET
FARM TO TABLE DINNER

Date: BOA 8-5-2025

Witnessed: Dawn Sanders

CD-1
8525

Permit No: _____

**PERMIT APPLICATION FOR THE CONSTRUCTION, REPAIR,
OR ADJUSTMENT OF A UTILITY**

Date Submitted: _____

Ward: _____

Utility Company: _____
(Name & Address)

Utility Company Representative: _____
(Name & Phone #)

Represented By: _____
(Name, Address, & Phone # if a contractor or engineer is submitting the application for the utility company)

Herein called Applicant, proposes to (check one or more): ☐ Construct ☐ Repair ☐ Adjust

Along and across _____
(Name of Street)

said work to be accomplished between _____
(Name of Street)

and _____ in the City of Pass Christian
(Name of Street)

Mississippi, MS One Call No: _____ for requiring a temporary closure time of
_____ days and hereby make application to the City of Pass Christian for a Permit.
Attached hereto are drawings or plans for the proposed work, which will not be changed or
altered without approval of the Code Administrator, or other the authorized representative.

The Applicant shall be responsible for future maintenance and repair of the utility facility. The Applicant shall make future adjustments in, or relocate, the facilities when required for roadway widening or other Owner provided utility construction or repair, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as described herein, it will be adjusted to comply with same without cost to the City, unless a variance has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans. The Applicant further understands and agrees that subsequent to the installation of the Applicant's facilities that the right-of-way and road surface will be restored to their original condition, and that the City of Pass Christian Code Administrator or his duly authorized representative will inspect the completed work and any modifications or adjustments which are needed as determined by the Code Administrator will be immediately corrected by the Applicant.

I. The Applicant also agrees to adhere to the following regulations:

1. Pay all Fees, if applicable.
2. Submit a Performance Bond, if required.
3. Provide Compaction Testing of Soils as required.
4. Minimum cover of utilities will be thirty (30) inches.
5. Utility will be horizontally located within five (5) feet of the dedicated right-of-way line or beyond the back slope of the drainage ditches.
6. All road surfaces which are excavated to permit a utility crossing will be repaired as per Pass Christian Construction Standards.
7. Area of work to be dressed and finished such that the project site will be in as good or better condition after the utility installation.
8. Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

II. The City of Pass Christian agrees to the following stipulations:

1. To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the City roadway and Utility Facility.
2. To use any and all legal means to see the City standards, except to the extent of an variance shown on the plans filed herewith and approved, are complied with in the facility installation.
3. If the City of Pass Christian Code Administrator or other authorized representative of the Mayor and Board of Aldermen approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with installation; if the drawings, sketches, and plans are not approved, he or she shall promptly notify the Applicant, and advise it of the reason or reasons. He or she will also act as the duly appointed representative of the MayorBoard of Aldermen and will give the approval to the completed work as being in compliance with the location and standards for installation.
4. Should any term or provision of this application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant of the City any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

Name: _____ Title: _____

WITNESS the signature of the Applicant this the _____ day of _____, 20____.

PERMIT APPROVAL

Fees to be paid by Applicant:

Initial/Base Permit Filing Fee:

\$ _____

- (a) Openings or excavations up to 100 feet - \$200.00; and
- (b) Openings or excavations over 100 feet - \$2.00 per foot for every foot over 100 feet plus \$100.00.

Street/Right-of-Way Temporary Closure Fee:

\$ _____

In addition to any other fees required under this Article, permits requiring the temporary closure of any portion of the City's streets or rights-of-way shall be subject to the following fees:

| <u>Length of Closure</u> | <u>Application</u> | <u>Inspection</u> |
|--------------------------|--------------------|---|
| 3 days or less | \$15.00 | \$0.00 |
| 4 days through 10 days | \$15.00 | \$10.00 |
| 11 days through 20 days | \$15.00 | \$20.00 |
| 21 days through 30 days | \$15.00 | \$30.00 |
| 31 days through 45 days | \$15.00 | \$45.00 |
| 46 days through 90 days | \$15.00 | \$50.00 plus \$1.00/day beyond 50 days |

Closures in excess of ninety (90) days are prohibited.

Total Fees: \$ _____

Date Paid: _____

Bond Requirements:

Every person obtaining a permit shall at the time of receiving the same, make, execute and deliver to the permitting division of the City's Department of Urban Development or any authorized representative, a good and sufficient bond, to cover the costs of replacing permanent pavement and any improvements, payable to the City with a surety company doing business in the state as surety thereon, in such amount as the City Engineer or his or her designee may require, not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00). Bond timeframe shall be one (1) year.

Bond Amount Required: \$ _____

Date Bond Received: _____

Date Bond Expires: _____

Following the process, the Permit for the installation or adjustment of the Utility applied for above is granted pending receipt of fees and bonds.

Approved this the _____ day of _____, 20 ____.

Code Administrator or Public Works Representative City
of Pass Christian, Mississippi

**APPLICANT WILL COMPLETE THE FOLLOWING AND RETURN TO THE
CITY OF PASS CHRISTIAN CODE DEPARTMENT**

This Permit Application for the Construction, Repair or Adjustment of a Utility, we are hereby notifying you that all work along and

across _____ for Permit
(Name of Street)

No. _____ submitted _____, has
(Date)

been completed to comply with the Standards for the City of Pass Christian as stated in the Permit.

Date Completed: _____

Utility Name: _____

Representative: _____

**CITY OF PASS CHRISTIAN CODE ADMINISTRATOR WILL COMPLETE THE
FOLLOWING:**

The City of Pass Christian Code Administrator or his duly authorized representative has inspected work completed on _____ as described in
(Name of Street)

Permit No. _____ submitted _____ and finds that
(Date)

the work: ☐ Does ☐ Does not comply with City of Pass Christian Standards for installation.

Inspected By: _____

Date Inspected: _____

Code Administrator or Public Works Representative: _____



Pass Christian Volunteer Fire Department

"Proudly Serving Our Community Since 1956"

July 14, 2025

Chief Woodman,

As voted on by the members the members of Pass Christian Volunteer Fire Department, Inc., the following individuals have been voted in as members of the Pass Christian Volunteer Fire Department and stands as an official roster of the department:

John Dedeaux – Chief
Tommy Boswell – Asst. Chief
Jason Mobley - Asst. Chief
Dwight Gordon – Sec/Treas
Mark Necaie
John Pope
Aaron Swanier
Austin Graham
David Spence
Ivo Prikasky
Tim Walker
Liam Sheehan
Blake Dubuisson

Please update your records to document these recent changes. Thank you.

Respectfully,
Dwight Gordon
Secretary/Treasurer, Pass Christian Volunteer Fire Department, Inc.

Chief Freeman

07/29/2025

525 Espy Avenue

Pass Christian, MS 39565

Dear Chief Freeman,

Please accept this letter as formal notice of my resignation from my position as Patrol Sergeant with the Pass Christian Police Department, with my last working day being August 14, 2025.

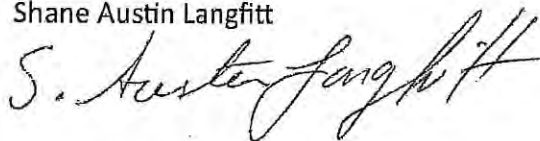
This was not an easy decision, as I have greatly valued my time with the department over the past four years. I have had the honor of serving as both a Detective Sergeant and a Patrol Sergeant, and I am proud of the work we accomplished as a team. However, after careful consideration, I have decided to accept a position with the Harrison County Sheriffs' Department. This opportunity offers better monetary compensation, is closer to home, and provides greater potential for professional growth and advancement.

I am committed to making this transition as smooth as possible. Please let me know how I can assist during the next two weeks to help ensure continuity and support the team.

I am sincerely grateful for the experiences and camaraderie I have gained here. Serving this department and community has been a privilege, and I carry that with me as I take this next step in my career.

Respectfully,

Shane Austin Langfitt





CA-1
8-5-25

PROPOSAL & CONTRACT AGREEMENT

Jul 18, 2025

Quote # 1569

General Contractor / Customer

Pass Christian Public Works Department
200 W Scenic Dr, Pass Christian, MS 39571
Attn: Kirk Ladner
Phone:
Email: kladner@pass-christian.ms.gov

Subcontractor/ Service Provider:

Mechanical Services, LLC
214 Camellia Steet, Suite 1
Waveland, MS 39576
Phone: 228-463-1771
Attn: Chris Melton
Cell: 228-697-1883
Email: cmelton@mechanicalservicellc.com

Project: Pass Christian Public Library- Replace outdoor Mitsubishi Condenser

Location: Pass Christian Public Library Pass Christian, MS

Mechanical Services, LLC will provide the services described below:

Lump sum price of: **\$32,091.97**

We will provide all labor, materials and equipment to replace outdoor Mitsubishi condenser with new TURY192N41AN for Pass Christian Public Library

We will disconnect, remove and properly dispose of existing Mitsubishi PURY192TGMUA nominal 16-ton outdoor heat recovery. All refrigerants will be recovered in accordance with EPA 608 Guidelines.

We will furnish new Mitsubishi heat recovery 16-ton nominal TURY192N41AN.

We will reuse refrigerant piping required to reconnect existing refrigerant line. Interior lines will remain and be reused. Pressurize and leak test existing line sets from outdoor unit to indoor BC controller.

We will reuse existing electrical power disconnect. The new unit will require its own separate disconnect. Split incoming power to both.

We will reuse and reconnect existing low voltage control wiring.

Condenser will be mounted on existing pads utilizing same locations.

We will test and verify proper operation.

We exclude repairing or replacing any interior HVAC equipment, as conditions are unknown until existing outdoor unit is operational.

We can offer repair estimate if such conditions are found inside once outdoor replacement is complete.

We exclude repairing any interior refrigerant leaks as there is no way to account for these. We can offer repair estimates.

We exclude replacement of refrigerant if system is found to be empty from leaks or unusable due to acid present. A 16-ton system could have over 50-lbs of refrigerant in the line sets and compressors. If refrigerant is needed we will charge at our T&M materials rates.

All electrical work other than disconnect reconnect will be done by others.

Lifting and rigging is included

Pricing based on normal business hours M-F 7am thru 4pm excluding holidays.

Mitsubishi equipment is currently in stock from factory.

All shipping, freight and associated taxes have been included.

This agreement is the property of Mechanical Services, LLC and is provided for customers use only. Mechanical Services, LLC guarantees the price stated in this agreement for fifteen (15) days from proposal date. Upon execution as provided below, this agreement, including the following pages attached hereto shall become binding and enforceable against both parties hereto. Customer, by execution of this agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this agreement.

Mechanical Services, LLC

Signature: _____

Name: Chris Melton

Title: Estimator

Date: Jul 16, 2025

Date: _____

Pass Christian Public Works Department

Signature: _____

Name: _____

Title: _____

Contract Agreement

Terms and Conditions

1. Customer shall permit Service provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required service. All planned work shall be performed during the Service Providers normal working hours.
2. In case of any failure to perform its obligations under this agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or the replacement shall be the Customer's sole remedy.
3. Customer shall be responsible for any taxes applicable to the services and/or materials hereunder.
4. Customer will promptly pay invoices within thirty (30) days of invoice date.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum of the stated agreement.
6. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this agreement.
7. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than the Service Provider's personnel perform such work, Service Provider may, at its own option, cancel this Agreement or eliminate the involved item from inclusion in this Agreement.
8. In the event Service Provider must commence legal action in order to recover any amount payable under this agreement, customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
9. Any legal action against the service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
10. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, action of the elements, forces of nature, or by any cause beyond its control.
11. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
12. Service Provider expressly disclaims any and all responsibility and liability for indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this Agreement.

7-25-25

RAY C. WEAVER

**Mechanical Contractors
INCORPORATED**

**POST OFFICE BOX 2411
GULFPORT, MISSISSIPPI 39505
PHONE (228) 864-1261 -- FAX (228) 868-6803
jamesw@weavermechanical.com**

July 24, 2025

ATT: Mr. Kenny Torgeson
City of Pass Christian
200 W. Scenic Dr.
Pass Christian, MS 39571

REFERENCE: Pass Christian Public Library - Replace Outdoor Mitsubishi

Gentlemen,

We propose to provide all required labor, materials, tools, equipment, licenses, insurance, and applicable MS sales tax necessary to perform the following work.

SCOPE

1. Recover, test, recycle, and reuse existing refrigerant.
2. Disconnect, remove, and properly dispose of existing Mitsubishi PURY P192TGMU-A nominal 16-ton outdoor VRF heat recovery system.
3. Furnish and install new Mitsubishi TURYE1923AN41AN unit which is current equivalent of existing.
4. Modify refrigerant piping required to reconnect to existing refrigerant line sets. Interior linesets will remain and be reused. Pressurize and leak test existing line sets from outdoor unit to indoor BC controller.
5. Disconnect/reconnect electrical power. Reuse existing electrical power disconnect.
6. Reuse and reconnect existing low voltage control wiring.
7. Start-up and verify proper unit operation.

EXCLUSIONS

- A. We exclude repairing or replacing any interior HVAC equipment, as conditions are unknown until existing outdoor unit is operational. We can offer repair estimate if issues are found inside once outdoor replacement is complete.
- B. We exclude repairing any interior refrigerant leaks as there is no way to account for these. We can offer repair estimate.
- C. We exclude replacement of refrigerant if system is found to be empty from leaks or unusable due to acid present. A 16-ton system could have over 50-lbs of refrigerant in the linesets and compressors. The refrigerant is \$20.00/lb.
- D. We exclude protective condenser coil coatings.

PERFORMANCE

Proposal is based upon performance of all work during our normal working hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding Holidays. Mitsubishi outdoor units are currently in stock, but allow two (2) weeks to receive and schedule replacement. Replacement would be completed in two-three (2-3) days.

WARRANTY

We warrant that all work in this proposal shall be of the best quality, free from faults and defects and agree to promptly and at our own expense remedy or replace any part of the work determined to be defective for a period of one (1) year from satisfactory completion.

Mitsubishi provides an extended compressor part-only warranty covering years two (2) through five (5). This extended warranty does not include labor, freight, or freon.

TERMS AND CONDITIONS

Proposal is firm for acceptance for a period of thirty (30) days. Proposal includes applicable MS contractor's tax. Payment terms are net twenty (20) days with 1.5% interest per month charged on delinquent balance.

CONTRACT SUM

We propose to perform the above-described work for the sum of:

Forty-Four Thousand Nine Hundred Forty Dollars (\$44,940.00)

Thank you for the opportunity to submit this proposal. Please review and advise if we can offer any additional information.

Respectfully submitted,

RAY C. WEAVER MECHANICAL CONTRACTORS, INC.



James W. Weaver, Jr.
Vice-President



Job Name:

System Reference:

Date:

208/230V OUTDOOR VRF HEAT RECOVERY SYSTEM



UNIT OPTION

☒ Standard Model.....TURYE1923AN41AN

ACCESSORIES

☒ Big Foot Stand.....for details see Big Foot Stands submittals☒ BC Controller (Required).....for details see BC Controller Submittals☒ Joint Kit.....for details see Pipe Accessories Submittal☒ Low Ambient Kit.....for details see Low Ambient Kit Submittal☒ Panel Heater Kit.....for details see Panel Heater Kit Submittal☒ Snow/Hail Guards Kit.....for details see Snow/Hail Guards Kit Submittal

| Specifications | | | System |
|--|--|-----------|---|
| Unit Type | | | TURYE1923AN41AN |
| Cooling Capacity (Nominal) | | BTU/H | 192,000 |
| Heating Capacity (Nominal) | | BTU/H | 215,000 |
| Guaranteed Operating Range | Cooling | °F [°C] | 23~126 [-5.0~52.0] |
| | Heating | °F [°C] | -13~60 [-25.0~15.5] |
| Extended Operating Range | Heating | °F [°C] | -27.4~60 [-33.0~15.5] |
| External Dimensions (H x W x D) | | In. [mm] | 71-5/8 x 68-15/16 x 29-3/16 [1,818 x 1,750 x 740] |
| Net Weight | | Lbs. [kg] | 887 [402] |
| External Finish | | | Pre-coated galvanized steel sheet (+powder coating for -BS type) [MUNSELL 5Y 8/1] |
| Electrical Power Requirements | Voltage, Phase, Hertz, Power Tolerance | | 208/230V, 3-phase, 60 Hz, ±10% |
| Minimum Circuit Ampacity | | A | 80.0/75.0 |
| Maximum Overcurrent Protection | | A | 125/125 |
| Recommended Fuse Size | | A | 80/80 |
| Recommended Minimum Wire Size | | AWG [mm] | 2/2 [33.6/33.6] |
| SCCR | | kA | 5 |
| Refrigerant Piping Diameter | Liquid (High Pressure) | In. [mm] | 7/8 [22.2] Braze |
| | Gas (Low Pressure) | In. [mm] | 1-1/8 [28.58] Braze |
| Max. Total Refrigerant Line Length | | Ft. | 2,460 |
| Max. Refrigerant Line Length (Between ODU & IDU) | | Ft. | 541 |
| Max. Control Wiring Length | | Ft. | 1,640 |
| Indoor Unit Connectable | Total Capacity | | 50.0~150.0% of outdoor unit capacity |
| | Model/Quantity | | P04~P96/1.0~48.0 |
| Sound Pressure Levels | | dB(A) | 64.5/66.0 |
| Sound Power Levels | | dB(A) | 83.5/85.0 |
| FAN ¹ | Type x Quantity | | Propeller fan x 2 |
| | Fan Motor Output | kW | 0.92+0.92 |
| | Airflow Rate | CFM | 13,050 |
| | External Static Pressure | In. WG | Selectable; 0.00, 0.12, 0.24, 0.32, In. WG; factory set to 0 In. WG |
| Compressor Operating Range | | | 15.0% to 100.0% |
| Compressor | Type x Quantity | | Inverter scroll hermetic compressor x 1 |
| Refrigerant | Type x Original Charge | | R410A x 26.0 lbs + 1.0 oz [11.8 kg] |
| Protection Devices | High Pressure Protection | | High pressure sensor, High pressure switch at 4.15 MPa (601 psi) |
| | Inverter Circuit (Comp./Fan) | | Over-current protection |
| AHRI Ratings (Ducted/Non-ducted) | EER | | 10.2/10.2 |
| | IEER | | 19.8/22.2 |
| | COP | | 3.34/3.76 |
| | SCHE | | 24.7/28.3 |

NOTES:

Nominal cooling conditions (Test conditions are based on AHRI 1230-2023)

Indoor: 80°F DB./67°F WB. (26.7°C DB./19.4°C WB.), Outdoor: 95°F DB. (35°C DB.)

Nominal heating conditions (Test conditions are based on AHRI 1230-2023)

Indoor: 70°F DB. (21.1°C DB.), Outdoor: 47°F DB./43°F WB. (8.3°C DB./6.1°C WB.)

¹Harsh weather environments may demand performance enhancing equipment. Ask your Mitsubishi Electric representative for more details about your region²For details on extended cooling operation range down to -10° F DB, see Low Ambient Kit Submittal³When applying product below -4°F, consult your design engineer for cold climate application best practices, including the use of a backup source for heating⁴Unit will continue to operate in extended operating range, but capacity is not guaranteed

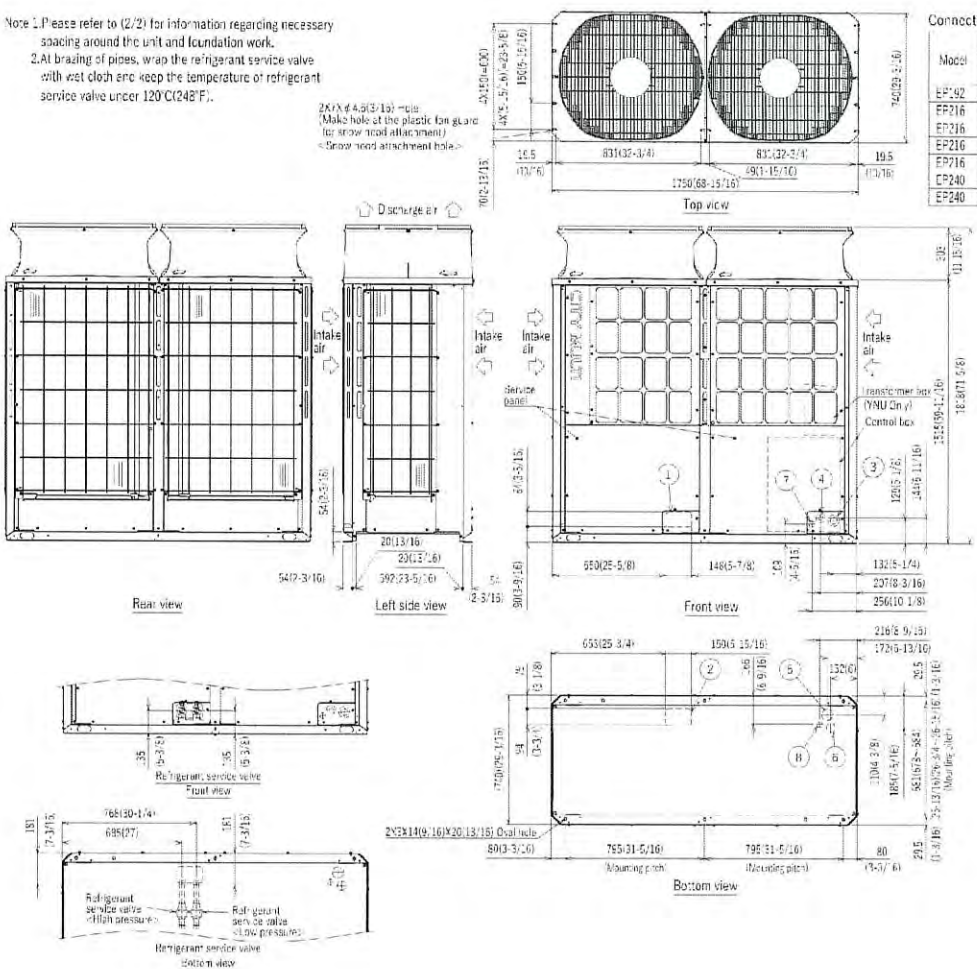
PURY-EP192, 216, 240T/YNU-A1

Connecting pipe specifications

| Model | Datum ^a | | | |
|---------------------|---------------------|--------------------|--------------------|--------------------|
| | Refrigerant pipe -1 | | Service valve | |
| | High pressure | Low pressure | High pressure | Low pressure |
| EP ^b -92 | 0.22(217.7) / 8.00 | 0.23(241.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |
| EP216 | 0.22(217.7) / 8.00 | 0.23(241.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |
| EP216 | 0.22(217.7) / 8.00 | 0.34(351.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |
| EP216 | 0.25(281.1) / 1.00 | 0.23(241.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |
| EP216 | 0.25(281.1) / 1.00 | 0.34(351.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |
| EP240 | 0.22(217.7) / 8.00 | 0.34(351.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |
| EP240 | 0.25(281.1) / 1.00 | 0.34(351.1) / 8.00 | 0.23(281.1) / 1.00 | 0.25(281.1) / 1.00 |

*3 Furthest piping length (OU from U) $\geq 65\text{m}$ (213ft)

| NO. | Usage | Specifications |
|-----|-----------------------|--|
| ① | For pipes | Front through hole 148(± 7/3) X 24.9 (5/24) Knockout hole |
| ② | | Bottom through hole 130(± 1.5/24) X 34.3(3/4) Knockout hole |
| ③ | For wires | Front through hole 162(± 1.2/2) or ④ 35.1(3/8) Knockout hole |
| ④ | | Bottom through hole ④ 31.1(3/4) or ④ 22.7(5/8) Knockout hole |
| ⑤ | For transverse cables | Front through hole ④ 51.5(2 1/8) Knockout hole |
| ⑥ | | Bottom through hole ④ 57.9(2 1/4) Knockout hole |
| ⑦ | For transverse cables | Front through hole ④ 34.3 (3/8) Knockout hole |
| ⑧ | | Bottom through hole ④ 34.3 (3/8) Knockout hole |



FORM# TURYE1923AN41AN - 202405

Specifications are subject to change without notice.

© 2024 Mitsubishi Electric Trane HVAC US LLC. All rights reserved.



7-25-25

Marian Governor

From: Kirk Ladner
Sent: Friday, July 25, 2025 9:51 AM
To: Kenny Torgeson; Marian Governor; Paul Ratliff
Subject: Fwd: Pass Christian Public Library Place outdoor Mitsubishi.

[Get Outlook for iOS](#)

From: Deanna Suber <southlandhvac@ymail.com>
Sent: Thursday, July 24, 2025 1:40:02 PM
To: Kirk Ladner <KLadner@pass-christian.ms.gov>
Subject: Pass Christian Public Library Place outdoor Mitsubishi.

Caution: THIS IS AN EXTERNAL EMAIL AND MAY BE MALICIOUS. PLEASE TAKE CARE WHEN CLICKING LINKS OR OPENING ATTACHMENTS.

We propose remove old Mitsubishi PURY192 outdoor heat pump. Install new PURYEP192TUN-A1 Mitsubishi heat pump to existing indoor system. Using existing electrical power and disconnect. This includes new Freon, labor and materials. It does not include repairing or replacing any indoor air handlers or branch controller.

Warranty 1- year labor, 1-year parts 7- years compressor. Freon is not covered under warranty.

\$65,000.00

Note: Purchase order is required. My supplier told me there are 8 each PURY192EP192TUN-A1 in stock and when they are gone, they will not be available.

Darrell Suber
President
Southland Heating and Air, Inc.
MSBOC 10416SC
Office (228) 868-6437

DOLLAR GENERAL STORE #10180
505 W NORTH ST,
PASS CHRISTIAN, MS 39571
(601) 909-4215
SALE TRANSACTION

| | |
|----------------------------------|--------|
| 1! ID SWEET AND CREA 41271004724 | \$4.00 |
| N MAZOLA CORN OIL 4 761720987490 | \$5.50 |
| S TL SUPER ERASER 4 850009924476 | \$3.00 |
| N CV EVAPORATED MIL 72109382721 | \$1.25 |
| N CV EVAPORATED MIL 72109382721 | \$1.25 |

| | |
|---------------------|---------|
| Tax: \$12.00 @ 7.0% | \$0.84 |
| Tax: \$3.00 @ 7.0% | \$0.21 |
| Balance to pay | \$16.05 |
| Cash | \$20.05 |

CHANGE \$4.00

Save Time. Save Money.
Every Day! At Dollar General

| | | | |
|-------|------|--------|-------------------|
| STORE | TILL | TRANS. | DATE |
| 10180 | 1 | 342673 | 04-28-25 11:38 AM |

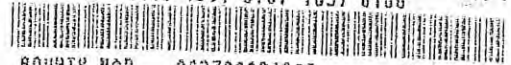
Your cashier was: SHANNON



Give us feedback @ survey.walmart.com
Thank you! ID #:70PCYU1S054W

Walmart

Walmart Supercenter
228-452-4948 Mgr: CHARLES
1617 E BEACH BLVD
PASS CHRISTIAN MS 39571
ST# 05079 GP# 004354 TR# 10 TR# 09565
ITEMS SOLD 2
TC# 1540 4301 6767 1057 8168



| | | |
|------------|----------------|---------|
| BOUNTY NAP | 003700034885 | 3.48 0 |
| COFFEE | 003570007610 F | 18.42 0 |
| SUBTOTAL | | 21.90 |
| TOTAL | | 21.90 |
| CASH TEND | | 40.00 |
| CHANGE DUE | | 18.10 |



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial.

05/27/25 16:15:50

DOLLAR GENERAL STORE #10180
505 W NORTH ST,
PASS CHRISTIAN, MS 39571
(601) 909-4215
SALE TRANSACTION

| | |
|---------------------------------|---------|
| N EAGLE BRAND EVAP 652729200010 | \$2.00 |
| \$2.00 less Promo \$1.00 | |
| Promotion | -\$1.00 |
| N FOLGERS BLACK SIL 25500979687 | \$10.50 |

| | |
|---------------------|---------|
| Tax: \$11.50 @ 7.0% | \$0.81 |
| Balance to pay | \$12.31 |
| Cash | \$13.00 |

CHANGE \$0.69

**YOU HAVE SAVED
1.00
ON OUR MULTISAVE PROMOTIONS**

| | |
|------------------------|--------|
| Total On Sale Savings | \$1.00 |
| Total Savings today is | \$1.00 |

Save Time. Save Money.
Every Day! At Dollar General

| | | | |
|-------|------|--------|------------------|
| STORE | TILL | TRANS. | DATE |
| 10180 | 1 | 333687 | 04-09-25 9:00 AM |

Your cashier was: JAMES



Olivia deposit check from Paul

STATE OF MISSISSIPPI / COUNTY OF HARRISON

RENTAL AGREEMENT-CITY OF PASS CHRISTIAN/RANDOLPH CENTER

DATE OF EVENT: ~~02/02/25~~ July 5, 2025

DATE BOOKED: 11.26.24

DATE DEPOSIT RECEIVED: 11.26.24

RENTER'S CONTACT INFO: Lisa Bradley 228-547-3534

In consideration of the City of Pass Christian (hereafter "City") renting the Randolph Center (hereafter "Randolph Center") to Lisa Bradley

(Hereinafter "Renter"), City and Renter agree as follows:

DATE OF RENTAL: The Date(s) of Rental shall be from 8 the 5th day of July, 20 25 (a.m./p.m.) until 11 (a.m./p.m.) on

RENTAL: Renter agrees to pay City \$ 100.00 on or before the 5th day of July, 20 25, for rental of the Randolph Center.

Cleaning Fee

SECURITY DEPOSIT AND CLEANING FEE: Renter shall make a deposit of \$ 100.00 within seven (7) days prior to any event to be held for any possible damage and clean-up of the Randolph Center.

SECURITY: Renter shall provide at least one (1) uniformed off-duty City of Pass Christian Police Officer, during the entire event, if alcohol is being served at the event. One or more officers may be required by the City in its discretion depending on the number of guests or the type and time of the event. The Renter is to secure and pay all costs directly for such Pass Christian Police Department at 228-452-3301 well in advance during regular business hours to

MINORS: All events having minors (under the age of 21) present, e.g., dances, parties or other uniformed off-duty City of Pass Christian Police Officer present during the entire event. An additional depending on the number of guests or the type and time of the event. The Renter is to secure and pay above.

PROHIBITED ACTIVITIES: Gambling, as well as any other illegal activity, in any form is strictly prohibited at the Randolph Center.

USE OF THE RANDOLPH CENTER: The following are general rules governing the use of the Randolph Center. If it is impossible to foresee the needs of each kind of event, the City reserves the right to make additional arrangements. Renter shall coordinate with the person designated by the City to schedule the time when the Randolph Center is to be used in advance of the event.

a) In decorating the Randolph Center, tacks, nails, staples and like materials shall not be used on wall. Only masking tape shall be used to secure decorations and other objects to any Randolph Center surface.

b) All tables must have an appropriate cover when food and beverages are served.

c) All food must be prepared in advance unless prior approval is given by the City's designer to use the kitchen. In any event, the Renter will be responsible for cleaning the kitchen after the function.

d) No glass bottles (soft drinks or beer) are allowed in the Randolph Center under any circumstances. Draft Beer must be in closed.

e) Under no circumstances shall tables, chairs or any other equipment be removed from the Randolph Center.

f) Renter certifies he/she is at least twenty-one (21) years of age.

This is a Smoke-Free Building and therefore smoking is strictly prohibited.

CITY OF PASS CHRISTIAN, MS

DATE : 11/26/2024 3:27 PM

OPER : SSTARITA

TKBY : Shannon Starita

TERM : 60

REC# : 00327528

RANDOLPH CLEANING FEE

RANDOLPH CLEANING FEE

LISA BRADLEY/PASS HIGH ALUMNI EVENT/
FEE

RANDOLPH CLEANING 100.00

Paid By: LISA BRADLEY/PASS HIGH ALUMNI
EV

CHECK 100.00 REF: 1045

APPLIED

TENDERED

CHARGE



CA-4
8.5.25

March 19, 2025

Mayor Jimmy Rafferty
City of Pass Christian
200 W. Scenic Dr.
Pass Christian, MS 39571

Re: Cruisin' The Coast, October 9 - 11, 2025 Venue Proposal

Dear Mayor Rafferty:

Thank you for making Cruisin' The Coast 2024 such a wonderful event. We were fortunate to have great weather, nearly 10,000 registered vehicles and the best community and business support there is. We are grateful for all you do. Thank you for your years of support.

The following proposal defines the agreement between Cruisin' The Coast and the City of Pass Christian for the set up, manning, and management of the Cruisin' The Coast Venue in the downtown area for 2025.

The City of Pass Christian will provide:

- Site fee of \$20,000
- Special event fee of \$5,000 (Pass In The Night)
- Safety devices and first responder presence for special events as needed
- Security for stage equipment each night
- The City and CTC will mutually agree on volunteer/staffing needs for the events.
- Traffic control
- Liaison between City and CTC Staff
- All expenses associated with Pass In The Night event and Thursday's burnout event.

Cruisin' The Coast will provide:

- Stage for bands
- Bands to perform on Thursday, Friday, and Saturday
- Signage for site
- Promotion of the city as a venue.
- Port-O-Lets for event

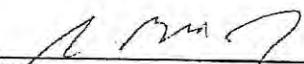
General:

- Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form.
- ET Motorgear is the official apparel vendor of CTC. Other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast

Also enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 3001, Gulfport, MS 39505.

Cruisin' The Coast, Inc.


By Sherwood R. Bailey, Jr.
Executive Director

City of Pass Christian

3/19/25

Date

Print Name & Title

Date



March 19, 2025

INVOICE

Mayor Jimmy Rafferty
City of Pass Christian
200 W. Scenic Dr.
Pass Christian, MS 39571

Ref: 2025 Pass Christian CTC sponsorship

| | |
|-------------------|---------------------------------------|
| Event Site Fee | \$20,000.00 |
| Special Event Fee | <u>\$5,000.00 (Pass In The Night)</u> |
| TOTAL | \$25,000.00 |

Due: May 1, 2025

Make check payable to: Cruisin' The Coast
P.O. Box 3001
GULFPORT, MS 39505

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Pass Christian (Sponsor) and applies to the "Cruisin the Coast" event of: Oct. 9 - 11, 2025. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Oct. 9 - 11, 2025.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$25,000.000 as consideration for hosting a portion of the event at its site.
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.

10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.
11. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. CTC retains the exclusive right to permit and contract with any individual at the Event Site for the purposes of event promotions, concessions, activities, performances and/or charitable purposes. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other vendors, charitable entities or other activity during the event in the area committed for use by CTC. Further, Sponsor agrees that it will similarly seek the approval of CTC if any of the other aforesaid activity takes place in reasonable proximity to the site such that it would serve as a disruption to registrants, patrons, vendors of CTC, or any activity affiliated with Cruisin' the Coast.
12. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 11, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 11, the Sponsor will compel and removal any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing.
13. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.
14. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.
15. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on it's premises.
16. Sponsor and CTC agree to indemnify the other as it may relate to any claim or suit that is the result of the negligence of the other. As such, sponsor will agree to indemnify CTC for any claim or suit which alleges negligence of sponsor concerning the premises tendered or any conduct or activity of sponsor that resulted in a suit or claim by a third person. Likewise, CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury is alleged including any suit for conduct arising out of the activities of CTC.

17. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.
18. No lewd or lascivious activity will be engaged in by CTC, or its agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.
19. Time is of the essence of this agreement.
20. This agreement may be amended but only upon a writing and signed by the parties.
21. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
22. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor, except with its express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.
23. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."
24. Subject to paragraph 23, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."
25. Notwithstanding paragraph 24, both parties agree to resolve all claims by and between themselves and for those arising out of or pursuant to this agreement by arbitration which will be preceded by voluntary mediation. Any mediator or arbitrator obtained herein shall be selected by agreement of the parties or pursuant to the procedures set out and mandated by the American Arbitration Association or equivalent. In the event of any claim by and between the parties hereto, such mediation or arbitration shall occur only in Harrison County, Mississippi.
26. Subject to the provisions of paragraph 25, no suit may be filed by and between the parties in any jurisdiction other than Harrison County except to enforce the mediation and/or arbitration provisions herein or an award of an arbitrator.
27. This agreement shall expire at midnight on the last full day of the event as scheduled.

28. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.


29. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.

30. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 20.

31. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport, Miss. 39505 and to: cruisinthecoast@cruisinthecoast. Likewise, all notice under this agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

32. Special Provisions, if any, are attached and constitute an amendment under Paragraph 20 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' The Coast, Inc.


By Sherwood R. Bailey, Jr.
Executive Director

City of Pass Christian

7/19/25
Date

Print Name & Title

Date

CA-5
8.5.25

Enrollment Request

Status: Enrolled

Please supply the following information to request enrollment. Requests will be reviewed prior to final enrollment. The Privacy Act of 1974 may apply to this form. [Additional Details](#)

STUDENT INFORMATION

Delivery HAZARDOUS MATERIALS AWARENESS AND OPERATIONS, NFPA 470 - 106
Student Adams, Corbin B (2447-0612)
Sending Organization PASS CHRISTIAN FIRE DEPT.
Student Supervisor No information provided



FIREFIGHTER LEVEL III, NFPA 1001-HI

HAZARDOUS MATERIALS AWARENESS AND OPERATIONS, NFPA 470

\$ 500.00

CA-6
8.5.25

Enrollment Request

Please supply the following information to request enrollment. Requests will be reviewed prior to final enrollment. The Privacy Act of 1974 may apply to this form. [Additional Details](#)

STUDENT INFORMATION

Delivery MACHINERY RESCUE TECHNICIAN, NFPA 1006 - 0101

Student DAUNER, DUSTIN (7492-8126)

Sending Organization PASS CHRISTIAN FIRE DEPT.

Student Supervisor No information provided



MACHINERY RESCUE TECHNICIAN

| \$ 500.00

CA-9
8525

CITY OF MOSS CHRISTIAN, MS

DATE : 6/23/2025 3:41 AM

CLR : S. TARITA

KEY : Sharon Starita

TERM : 6

RECN : 0141163

PP Payment Permit Payment 250.00

240697 250.00CR

CARL LAROSA

C. CLARK & ASMARD

204-VAR 250.00CR

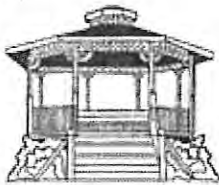
Pa c By: CARL LAROSA

CHECK 250.00 REF:1432

APPLIED 250.00

TENDERED 250.00

CHANGE 0.00



CITY OF PASS CHRISTIAN

200 WEST SCENIC DR
PASS CHRISTIAN, MS 39571
228-452-3324

ZONING VARIANCE CHANGE RECEIPT

| | | | |
|------------------|-------------------------|------------------|-------------------------|
| PERMIT #: | 240897 | DATE ISSUED: | 06/23/2025 |
| JOB ADDRESS: | 0 CLARK & ASMARD | LOT #: | |
| PARCEL ID: | | BLK #: | |
| SUBDIVISION: | | ZONING: | |
| ISSUED TO: | CARL LAROSA | CONTRACTOR: | CARL LAROSA |
| ADDRESS: | CLARK & ASMARD | ADDRESS: | CLARK & ASMARD |
| CITY, STATE ZIP: | PASS CHRISTIAN MS 39571 | CITY, STATE ZIP: | PASS CHRISTIAN MS 39571 |
| PHONE: | | PHONE: | |
| WORK TYPE: | | LENGTH: | |
| VALUATION: | \$ 0.00 | WIDTH: | |
| SQ FT: | 0.00 | HEIGHT: | |
| OCCP TYPE: | | | |
| CNST TYPE: | | | |

| FEE CODE | DESCRIPTION | AMOUNT |
|----------|-----------------|-----------|
| VAR-ZON | ZONING VARIANCE | \$ 250.00 |
| TOTAL | | \$ 250.00 |

NOTES: PD CK#6432 \$250

NOTICE

THIS PERMIT IS ISSUED SUBJECT TO THE PARTY TO WHOM IT IS ISSUED FULLY COMPLYING WITH ALL REQUIREMENTS OF THE BUILDING CODE AND ALL PERTINENT LAWS AND ORDINANCES REGULATING THE USE AND CONSTRUCTION OF STRUCTURES AND THE WORK AUTHORIZED BY THIS PERMIT, OTHERWISE IT SHALL BECOME VOID AND THE PARTY LIABLE TO SUCH PENALTIES AS MAY BE PROVIDED FOR VIOLATION OF SAID ORDINANCES.

THIS PERMIT SHALL BE VOID IF NOT KEPT AT APPROVED LOCATION OF WORK. THIS PERMIT IS VALID FOR 6 MONTHS. AFTER 6 MONTHS, PERMIT MUST BE RENEWED.

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

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

(APPROVED BY)

1/1
DATE

6/23/25
DATE



City of Pass Christian

Planning Department
200 West Scenic Drive
Pass Christian, MS 39571

240897

For Office Use Only

Date Received _____

Received by _____

Paid by Cash/Check/Credit Card _____

CHANGE IN ZONING / USE PERMIT APPLICATION

Application Fee Required*: \$ 250.00 (NON REFUNDABLE)

Application Date: 6/23/25

Indicate Request: Change In Zoning District ☒ Use Permit ☐ Conditional Use Permit ☐

Applicant Information

Address of Lot(s): ATTACHED

Parcel ID(s): _____

1. Applicant: _____ Phone: _____
Address: Clark & Asmard Email: _____
2. Owner of Record: _____ Phone: _____
Address: _____ Email: _____

Complete the Following:

Current Zoning Designation of Property
New Zoning Designation Requested

Respond to the following questions on separate sheet(s):

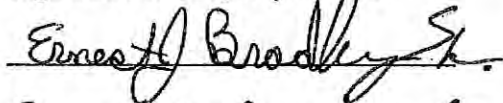
1. Explain the present use of the property and condition of any existing structures:
2. Describe the intended use of the property:
3. Reason for request including 1) a description of the change/changes in the neighborhood that justify the change (when/where) AND 2) the public need for the zoning designation of the property to change.

ATTACHMENTS REQUIRED:

- ☐ 1. Application Fee. Amount \$ 250.00
- ☐ 2. Map of the property and the surrounding neighborhood.
- ☐ 3. Legal description; street address.
- ☐ 4. Diagram of intended use, showing dimensions and distances of property, building and their setbacks; parking spaces, entrances and exits.
- ☐ 5. Development schedule. The time schedule for the beginning and completion of development planned by the applicant in the area, if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage.
- ☐ 6. Copy of protective covenants or deed restrictions, if any.
- ☐ 7. Copies of approvals or requests of approval from other agencies such as: Health Department, Miss. Air and Water Pollution Control Commission, Corps of Engineers, Department of Marine Resources Council, etc.
- ☐ 8. Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- ☐ 9. Responses to Questions 1 - 3.

****** If applicant is authorized to represent property owner, applicant must provide documentation signed by the property owner.***

Signature of Property Owner



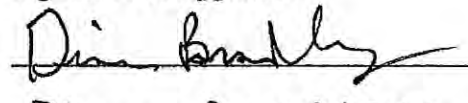
ERNEST J. BRADLEY SR

Print name

06/21/2025

Date

Signature of Applicant



DIAN BRADLEY

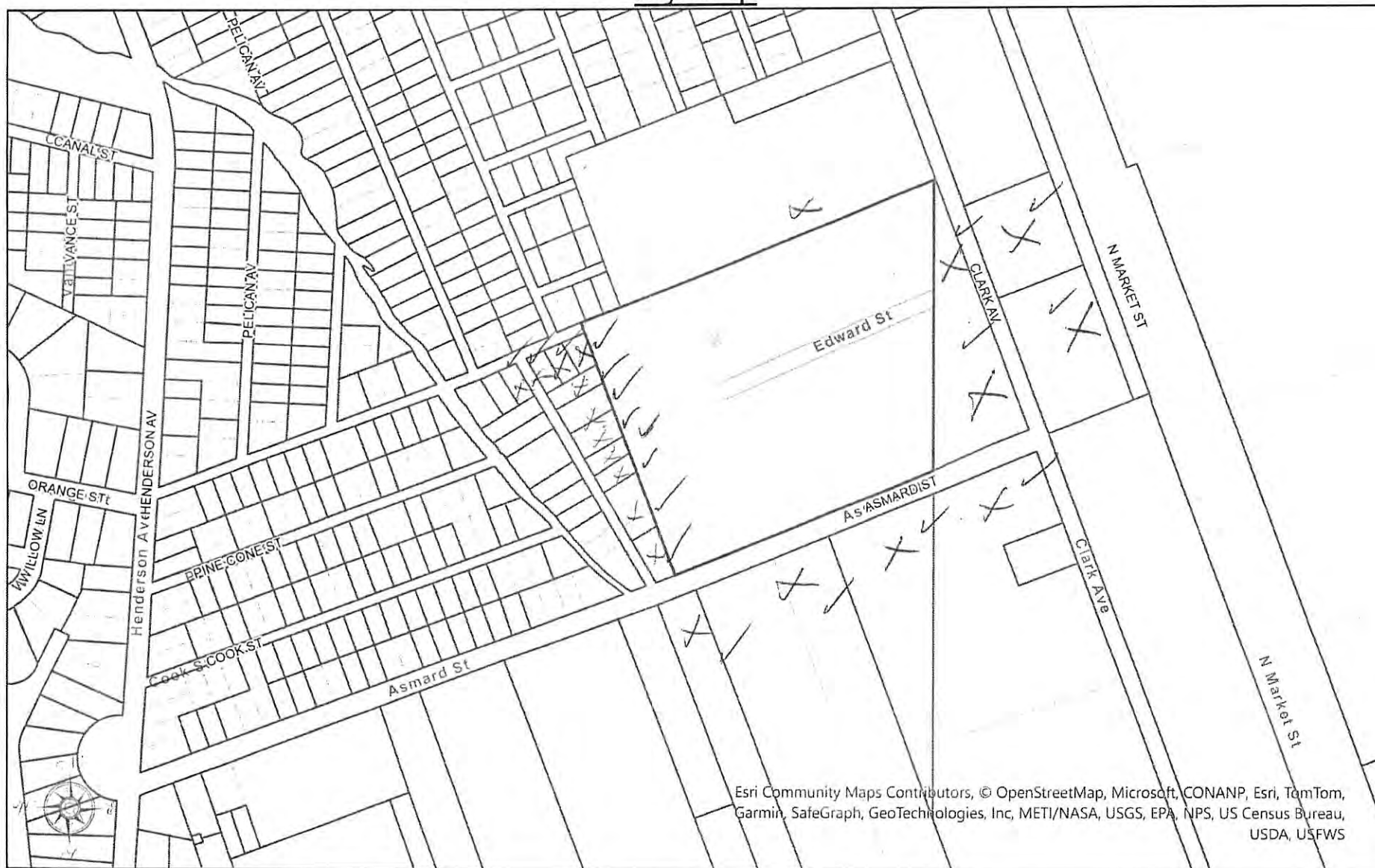
Print name

06/21/2025

Date

1. Current use, for the property is vacant Land.
2. Market the property for sale.
3. Reason for requesting. Have the zoning changed, or added too, to include the ability to build A residential home on the property.

My Map



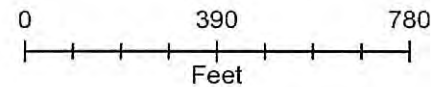
Esri Community Maps Contributors, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY, TAX ASSESSOR.

MAP DATE: July 2, 2025



Clark Ave, Pass Christian, MS 39571, Harrison County Expired Listing

APN: 0312J-01-007.000 CLIP: 4495453246

| | | | | |
|------------|------------|------------|------------|-----------|
| Beds | Full Baths | Half Baths | Sale Price | Sale Date |
| N/A | N/A | N/A | N/A | N/A |
| Bldg Sq Ft | Lot Sq Ft | Yr Built | Type | |
| N/A | 87,120 | N/A | RES-NEC | |

OWNER INFORMATION

| | | | |
|---------------------|------------------|--------------------------|--------------------|
| Owner Name | Bradley Ernest J | Tax Billing City & State | Pass Christian, MS |
| Owner Name 2 | Bradley Dian B | Tax Billing Zip | 39571 |
| Tax Billing Address | 4288 Menge Ave | Tax Billing Zip+4 | 5308 |

LOCATION INFORMATION

| | | | |
|---------------------|---------|--|----|
| Census Tract | 30.01 | Within 250 Feet of Multiple Flood Zone | No |
| Township Range Sect | 8-13-24 | | |

TAX INFORMATION

| | | | |
|-------------------|--|----------|----|
| Tax Parcel Number | 0312J-01-007.000 | Tax Area | 3P |
| Legal Description | 2 ACS 629 FT ON CLARK ST S BY ASARD AVE W BY SEC LN N BY HOUSE E BY CLARK ST SEC 24-8- 13 | | |

ASSESSMENT & TAX

| | | | |
|--------------------------|-----------|-------------|------------|
| Assessment Year | 2024 | 2023 | 2022 |
| Assessed Value - Total | \$3,623 | \$3,623 | \$3,623 |
| Market Value - Total | \$24,150 | \$24,150 | \$24,150 |
| Market Value - Land | \$24,150 | \$24,150 | \$24,150 |
| YOY Assessed Change (\$) | \$0 | \$0 | |
| YOY Assessed Change (%) | 0% | 0% | |
| Tax Year | Total Tax | Change (\$) | Change (%) |
| 2022 | \$512 | | |
| 2023 | \$512 | \$0 | 0% |
| 2024 | \$512 | \$0 | 0% |

CHARACTERISTICS

| | | | |
|----------------------|----------------------|-----------|--------|
| Land Use - CoreLogic | Residential (NEC) | Lot Area | 87,120 |
| Land Use - State | Household Units. (Va | Lot Acres | 2 |

SELL SCORE

| | | | |
|------------|----------|-------------|---------------------|
| Rating | Moderate | Value As Of | 2025-06-15 04:37:47 |
| Sell Score | 545 | | |

LISTING INFORMATION

| | | | |
|------------------------|----------------|------------------------|--------------------------------------|
| MLS Listing Number | <u>3329632</u> | MLS Current List Price | \$159,900 |
| MLS Status | Expired | MLS Orig. List Price | \$210,000 |
| MLS D.O.M | 544 | MLS List. Agent Name | Mgc.lerahh-Holly Lemoine Raymo nd |
| MLS Status Change Date | 07/31/2019 | MLS List. Broker Name | HL RAYMOND PROPERTIES, LLC |
| MLS Listing Date | 02/02/2018 | | |

LAST MARKET SALE & SALES HISTORY

| | | | |
|--------------|------------------|-----------------|---------------|
| Owner Name | Bradley Ernest J | Document Number | 6865 |
| Owner Name 2 | Bradley Dian B | Deed Type | Warranty Deed |
| Seller | Owner Record | | |

| | | | |
|----------------------|---------------------------|-------------------|--|
| Sale/Settlement Date | 03/24/2025 | | |
| Nominal | Y | | |
| Buyer Name | Bradley Ernest J & Dian B | Bradley William J | |
| Seller Name | Bradley William J | Owner Record | |
| Document Number | D5443 | 6865 | |

PROPERTY MAP



Clark Ave, Pass Christian, MS 39571, Harrison County

Expired Listing

APN: 0312K-01-005.000 CLIP: 8636962374

| | | | | |
|------------|------------|------------|--------------|-----------|
| Beds | Full Baths | Half Baths | Sale Price | Sale Date |
| N/A | N/A | N/A | N/A | N/A |
| Bldg Sq Ft | Lot Sq Ft | Yr Built | Type | |
| N/A | 487,872 | N/A | VCNT LND-NEC | |

OWNER INFORMATION

| | | | |
|---------------------|------------------|--------------------------|--------------------|
| Owner Name | Bradley Ernest J | Tax Billing City & State | Pass Christian, MS |
| Owner Name 2 | Bradley Dian B | Tax Billing Zip | 39571 |
| Tax Billing Address | 4288 Menge Ave | Tax Billing Zip+4 | 5308 |

LOCATION INFORMATION

| | | | |
|---------------------|---------|--|----|
| Census Tract | 30.01 | Within 250 Feet of Multiple Flood Zone | No |
| Township Range Sect | 8-13-23 | | |

TAX INFORMATION

| | | | |
|-------------------|--|----------|----|
| Tax Parcel Number | 0312K-01-005.000 | Tax Area | 3P |
| Legal Description | 6.2 ACS 550 FT ON ASHARD S BY ASHARD E BY SEC LN N BY HOU SE PC- CHICAGO LAND CO SEC 2 4-8-13. | | |

ASSESSMENT & TAX

| | | | |
|--------------------------|-----------|-------------|------------|
| Assessment Year | 2024 | 2023 | 2022 |
| Assessed Value - Total | \$11,271 | \$11,271 | \$11,271 |
| Market Value - Total | \$75,141 | \$75,141 | \$75,141 |
| Market Value - Land | \$75,141 | \$75,141 | \$75,141 |
| YOY Assessed Change (\$) | \$0 | \$0 | |
| YOY Assessed Change (%) | 0% | 0% | |
| Tax Year | Total Tax | Change (\$) | Change (%) |
| 2022 | \$1,594 | | |
| 2023 | \$1,594 | \$0 | 0% |
| 2024 | \$1,594 | \$0 | 0% |

CHARACTERISTICS

| | | | |
|----------------------|--------------------------------|-----------|---------|
| Land Use - CoreLogic | Vacant Land (NEC) | Lot Area | 487,872 |
| Land Use - State | Vacant Land Suitable For Devel | Lot Acres | 11.2 |

SELL SCORE

| | |
|-------------|---------------------|
| Value As Of | 2025-06-15 04:37:47 |
|-------------|---------------------|

LISTING INFORMATION

| | | | |
|------------------------|----------------|------------------------|----------------------------------|
| MLS Listing Number | <u>3358964</u> | MLS Current List Price | \$159,900 |
| MLS Status | Expired | MLS Orig. List Price | \$159,900 |
| MLS D.O.M | 374 | MLS List. Agent Name | Mgc.lerakh-Holly Lemoine Raymond |
| MLS Status Change Date | 02/28/2021 | MLS List. Broker Name | HL RAYMOND PROPERTIES, LLC |
| MLS Listing Date | 02/20/2020 | | |

LAST MARKET SALE & SALES HISTORY

| | | | |
|----------------------|---------------------------|-----------------|-------------------|
| Owner Name | Bradley Ernest J | Document Number | 6865 |
| Owner Name 2 | Bradley Dian B | Deed Type | Warranty Deed |
| Seller | Owner Record | | |
| Sale/Settlement Date | 03/24/2025 | | |
| Nominal | Y | | |
| Buyer Name | Bradley Ernest J & Dian B | | Bradley William J |
| Seller Name | Bradley William J | | Owner Record |
| Document Number | D5443 | | 6865 |
| Document Type | Quit Claim Deed | | Warranty Deed |

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF PASS CHRISTIAN

OATH OF OFFICE

I, Breanna Fountain, do solemnly swear (or affirm) that I will faithfully support and true allegiance bear the Constitution of the United States and the Constitution of the State of Mississippi and obey the laws thereof; that I am not disqualified from holding the office/position of Patrolman / SRO; by the Constitution of the United States, and the State of Mississippi; that I will support and obey the laws, ordinances and resolutions of the City of Pass Christian, and that I will faithfully discharge the duties of the office upon which I am about to enter, So help me God.

Breanna Fountain
Signature

Sworn and subscribed before me, Sue Young, Notary Public, at City Hall, Pass Christian, Mississippi, on this the 15 day of July, 2025.

[Signature]
Notary Public





CA-11
8525

We are hosting a TASER Energy Weapon Instructor Course!

Description: TASER X26P, X2, TASER 7, TASER 7 CQ, and TASER 10 Instructor certification course. With the release of Version 24, we have enhanced the Instructor course to teach students how to develop and safely execute scenarios and isolation drills and provide more in-depth scenario training. You will be certified to instruct others on the use of the X26P, X2, TASER 7, TASER 7 CQ, and TASER 10 energy weapons. Students will be required to complete an interactive on-line experience prior to attending the two-day in-classroom training.

Registration: Cost of the course is \$895 per student. All registrations for this course close 7 days in advance. Students wanting to access the system must first have an account and login or create a new account at MyAxon. There is a 24 to 48 hour verification approval process. Help with enrolling and payment options can be found here: [Help](#)

What to bring:

- Dress – Appropriate training attire
- Department issued TASER holster – if applicable
- Duty belt and training pistol (if available)

What not to bring:

- No firearms
- No ammunition
- No TASER energy weapons (will be provided by Axon)
- No defense sprays
- No weapons of any kind

REMINDER:

All students will complete the same on-line course and attend BOTH days of practical training.

Date and Time:

~~7/22/2025 - 7/23/2025~~ 07/03/2025 – 07/04/2025
0800-1700

Training Location:

~~Southern Regional Public Safety Institute~~ *BRANDON MS.*

~~1484 14th Street~~

~~Camp Shelby, MS 39407~~

Host:

~~William Bryer~~

~~police.academy@usm.edu~~

~~(601) 266-6680~~

LA-12
8.5.25

Negotiations & Talk Tactics

- **Location:** MHP Troop K- 16741 highway 67, Biloxi, MS 39532
- **Dates:** August 25-26, 2025
- **Time:** 8:00 AM - 5:00 PM
- **COST:** \$300.00
- **CONTACT:** Rick Seavey Sr (601) 259-9661
Psac911@aol.com
- **Credit breakdown:** 16-hour course, 2 Credits
- BETST Reimbursement Rules

CA-13
8.5.25

ORDER AUTHORIZING USE OF UNMARKED POLICE VEHICLES

WHEREAS, Section 25-1-87 of the Mississippi Code of 1972 requires that vehicles owned by municipalities be marked, with the name thereof; and

WHEREAS, the aforesaid Section provides that the governing body of a municipality may authorize the use of specified unmarked police vehicles when identifying marks would hinder official criminal investigations by the police; and

WHEREAS, the vehicles owned by the City of Pass Christian bearing the following make, model and identification numbers are used in undercover narcotics and other criminal investigations; and

- 2022 Ford F150 VIN# 1FTFW1P88NKE09577

WHEREAS, if the aforesaid vehicles were marked as police vehicles, such markings would hinder official criminal investigations:

NOW, THEREFORE, IT IS ORDERED that the above vehicles shall not be marked and shall be exempted from the marking provisions of Section 25-1-87 of the Mississippi Code of 1972.

IT IS FURTHER ORDERED that the City Clerk shall send a certified copy of this Order to the office of the State Auditor.

This Resolution shall be in full force and effect from and after its adoption. Alderman _____ seconded the motion to adopt the foregoing resolution and order, and the question being put to vote by the Mayor, the result was as follows:

| | |
|-------------------|-------------|
| ALDERMAN DREYFUS | VOTED _____ |
| ALDERMAN PIERNAS | VOTED _____ |
| ALDERMAN KIMBALL | VOTED _____ |
| ALDERMAN FEDERICO | VOTED _____ |
| ALDERMAN PICKICH | VOTED _____ |

The question having received the Affirmative vote of all the Aldermen and voting, the Mayor declared the motion carried and the resolution and order adopted this ____ day of August 2025.

APPROVED:

ATTEST:

Kenny Torgeson, Mayor

Marian Gest, City Clerk

CA-14
8.525

Consider approving a refund in the amount of \$946.25 for tap fees for Jesse Lee Jr, 124 Holiday Ave. Mr. Lee paid for a water and sewer tap, however at time of installation, existing taps were found on the property.

As requested by Water Dept. Exhibit WD-1. Service Order 26058

WASTEWATER PLANT SERVICE COMPANY, INC.
WORK ORDER

WO # 200026058
City Pass Christian

TO BE FILLED IN BY OFFICE

ACCT. NO. _____ DATE 6/19/25
NAME OF CUSTOMER Jesse Jr REQUESTED BY DeDe
ADDRESS 124 Holiday Ave - house WORK TO BE DONE 6/25/25 6201354144
PHONE NO. 601-799-8150 MISSISSIPPI ONE CALL _____
REMARKS * Install water tap & elec meter - location
* Install Sewer tap
* One ifeas pd

TO BE FILLED IN BY FIELD

OLD METER READING _____ OLD METER # _____
NEW METER READING _____ NEW METER # _____
REMARKS Sewer is Avail

SIGNATURE OF OUTSIDE MAN Kjin DATE 6-25-26
DISPATCHED TO Eanl DATE June 23 TIME _____
WORK DONE BY Brody, Kjin, Eanl DATE COMPLETED June 25

| LABOR CHARGES | | | | MATERIAL CHARGES | | |
|-----------------------|-------|------|--------|------------------|------|------|
| Name | Hours | Rate | Amount | Part # | Item | Qty. |
| Eanl | 2.0 | | | | | |
| Sterow | 2.0 | | | | | |
| Brody | 2.0 | | | | | |
| Kjin | 2.0 | | | | | |
| Brody | 1.0 | | | | | |
| Total Labor Charges → | | | | | | |

| EQUIPMENT CHARGES | | | |
|---------------------------|-------|------|--------|
| Name | Hours | Rate | Amount |
| Bathie | 2.0 | | |
| Service Truck | 2.0 | | |
| Service Truck | 1.0 | | |
| Total Equipment Charges → | | | |

| OUTSIDE VENDOR CHARGES | | | |
|------------------------|-----------|----------|--------|
| Name | PO Number | Job Date | Amount |
| Total Vendor Charges → | | | |

CITY OF PASS CHRISTIAN, MS
DATE : 6/19/2025 12:01 PM
OPER : DW
TRBY : DeDe Waggoner
TERM : 10
REC# : 00341116

02 UTILITY DEPOSIT 80.00
Utility Deposit 80.00
01-00124007-01 : Deposit: 100

02.01 CONNECT 15.00
124 HOLIDAY AVE - NEW CONST -

02.10 TAP - WA - RES 300.00 ✓
124 HOLIDAY AVE - NEW CONST -

02-12 TAP - SW- RES 646.25 ✓
124 HOLIDAY AVE - NEW CONST -

Total Mater: _____

Charges:
Labor Charges _____
Equipment Charge _____
Material Charges _____
Vendor Charges _____
Total → _____

Paid By: JESSE L LEE JR
CHECK 1041.25 REF: NEW CONST
TA

APPLIED 1041.25
TENDERED 1041.25
CHANGE 0.00

CA-15
8-5-25

Consider approving a refund in the amount of \$395.00 for sprinkler tap fees for Misty Strickland, 619 E Second St.

An existing viable sprinkler tap was discovered on property.

As requested by Water Dept. Exhibit WD-

CITY OF PASS CHRISTIAN, MS

DATE : 7/8/2025 9:28 AM
OPER : DW
TKBY : DeDe Waggoner
TERM : 10
REC# : 00342080

02 UTILITY DEPOSIT 80.00
Utility Deposit 80.00
01-00619000-00 : Deposit: 100

02.01 CONNECT 15.00
619 E SECOND ST - SPRINKLER

02.10 TAP - WA - RES 300.00 ✓
619 E SECOND ST - SPRINKLER
TA

9.101 WATER CREDIT CARD 15.80
PROCESSING FEE
9.101 15.80

Paid By: MISTY STRICKLAND
CREDIT CARD 410.80 AUTH: 03542P

| | | |
|----------|---------|--------|
| | APPLIED | 410.80 |
| TENDERED | | 410.80 |
| | CHANGE | 0.00 |

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the user.

X

Mastercard XXXXXXXXXXXX5459
Entry Mode: MAGNETIC STRIPE
CVM: SIGNATURE



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

VIA EMAIL

July 22, 2025

Honorable Kenny Torgeson
Mayor
City of Pass Christian
200 West Scenic Drive
Pass Christian, Mississippi 39571

RE: City of Pass Christian – GCRF Amended Grant Agreements

Dear Mayor Torgeson:

Attached are the amended grant agreements related to the Downtown Redevelopment and Revitalization Project and the Water Front Redevelopment Plan Project. Please **execute and notarize two (2) copies of each agreement**, returning them to the Mississippi Development Authority (MDA) at the address in the instructions included herein for signature. MDA will then return final executed copies to you once all parties have signed the agreement.

The grant funds will be disbursed on a reimbursement or services-rendered basis. Please note that section 2 of the grant agreement stipulates that all documentation for disbursements must be received by **June 30, 2026**.

If you have questions or need additional information, please contact me at (601) 359-2058 or email swright@mississippi.org, respectively.

Sincerely,

Sarah Wright

Sarah Wright
Bureau Manager
Business Incentives Division

Enclosures

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
THIRD AMENDED AND RESTATED
GRANT AGREEMENT

City of Pass Christian
Harrison County, Mississippi
GCRF-22-38

This Third Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2025, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA")) and the City of Pass Christian as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 1 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature appropriated Three Million Dollars (\$3,000,000) to assist the City of Pass Christian with its Water Front Redevelopment Plan Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Three Million Dollars (\$3,000,000) to assist the City of Pass Christian with its Water Front Redevelopment Plan Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3057 2024 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Nine Hundred Thirty-Five Thousand Dollars (\$2,935,000) to assist the City of Pass Christian with its Water Front Redevelopment Plan Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 2047 2025 First Extraordinary Session of the Mississippi Legislature, the Legislature reappropriated Two Million Eight Hundred Ninety-Eight Thousand Seven Hundred Fifty Dollars (\$2,898,750) to assist the City of Pass Christian with its Water Front Redevelopment Plan Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item

3B of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be

made by June 30, 2026. Any portion of the grant funds not disbursed before June 30, 2026 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding

and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. Neither this Agreement, nor the incorporated Application, nor any

other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 7. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 8. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or

- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 9. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
William V. Cork, Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF PASS CHRISTIAN

By: _____
Mayor Kenny Torgeson

ATTEST:

_____, City Clerk

Annex A
to
Third Amended and Restated Grant Agreement

Item 1- **Name of Entity:** City of Pass Christian

Item 2A- **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Pass Christian with public utility construction, road construction, site work, lighting, landscaping and parking lot improvement costs and other eligible expenditures as approved by MDA at the approved project site located in Pass Christian, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

Item 2B- **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3A- **Grant Amount:** \$3,000,000

Item 3B- **Reappropriated Grant Amount:** \$2,898,750

Item 4- **Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Three Million Dollars (\$3,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2026. Any grant funds not disbursed before June 30, 2026 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least a total of Six Million Five Hundred Fifty Thousand Dollars (\$6,550,000) will be made to incentivize the development of the project.

Item 5- **Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the road improvements for the St. Paul Center Project by June 30, 2026; (2) The City will complete the water, sewer and other infrastructure improvements for the St. Paul Center Project by June 30, 2026; and (3) The East Harbor Greenspace Project will be completed by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Business Incentives

City of Pass Christian
200 West Scenic Drive
Pass Christian, Mississippi 39571
Attention: Mayor Kenny Torgeson

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025, within my jurisdiction, the within named William V. Cork who acknowledged he is the Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

[S E A L]



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

VIA EMAIL

July 22, 2025

Honorable Kenny Torgeson
Mayor
City of Pass Christian
200 West Scenic Drive
Pass Christian, Mississippi 39571

RE: City of Pass Christian – GCRF Amended Grant Agreements

Dear Mayor Torgeson:

Attached are the amended grant agreements related to the Downtown Redevelopment and Revitalization Project and the Water Front Redevelopment Plan Project. Please **execute and notarize two (2) copies of each agreement**, returning them to the Mississippi Development Authority (MDA) at the address in the instructions included herein for signature. MDA will then return final executed copies to you once all parties have signed the agreement.

The grant funds will be disbursed on a reimbursement or services-rendered basis. Please note that section 2 of the grant agreement stipulates that all documentation for disbursements must be received by **June 30, 2026**.

If you have questions or need additional information, please contact me at (601) 359-2058 or email swright@mississippi.org, respectively.

Sincerely,

Sarah Wright

Sarah Wright
Bureau Manager
Business Incentives Division

Enclosures

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM

FIFTH AMENDED AND RESTATED
GRANT AGREEMENT

City of Pass Christian
Harrison County, Mississippi
GCRF-20-22

This Fifth Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2025, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Pass Christian as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Seven Hundred and Fifty Thousand Dollars (\$750,000) to assist the City of Pass Christian with its redevelopment and revitalization Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated Seven Hundred and Fifty Thousand Dollars (\$750,000) to assist the City of Pass Christian with its redevelopment and revitalization Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Seven Hundred and Fifty Thousand Dollars (\$750,000) to assist the City of Pass Christian with its redevelopment and revitalization Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Five Hundred Thirteen Thousand Six Hundred Eighteen Dollars (\$513,680) to assist the City of Pass Christian with its redevelopment and revitalization Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item

3B of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be

made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding

and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 7. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 8. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or

- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 9. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
William V. Cork, Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF PASS CHRISTIAN

By: _____
Mayor Kenny Torgeson

ATTEST:

Title: _____

Annex A
to
Fifth Amended and Restated Grant Agreement

Item 1- Name of Entity: City of Pass Christian

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Pass Christian with public utility construction, site work costs and other eligible expenditures as approved by MDA at the approved project site located in Pass Christian, Harrison County, Mississippi ("Project Site"). The Project Site is associated with Phase I that includes three parcels located at the corner of Scenic Drive and Market Street, which are under contract for purchase by Nicaud Holding, LLC. Internal labor will not be reimbursable.

Item 2B- Soft Cost Expenses: Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3A- Grant Amount: \$750,000

Item 3B- Reappropriated Grant Amount: \$0

Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Seven Hundred and Fifty Thousand Dollars (\$750,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least a total of One-Hundred and Fifty Thousand Dollars (\$150,000) and utilize an existing tax increment financing plan to incentivize the development of the project. In addition, Nicaud Holding, LLC, the private developer of the property, will make an investment in the Project of at least Seven Million One Hundred Thousand dollars (\$7,100,000)

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Private Developer will close on the property by June 30, 2024; (2) The Entity will complete their portion of the project by June 30, 2023; and

(3) The Private Developer will complete the development of the property by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Business Incentives

City of Pass Christian
200 West Scenic Drive
Pass Christian, Mississippi 39571
Attention: Mayor Kenny Torgeson

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025, within my jurisdiction, the within named William V. Cork who acknowledged he is the Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public

My Commission Expires:

[S E A L]



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

CA-18
8-5-25

July 25, 2025

City of Pass Christian
200 West Scenic Dr.
Pass Christian, MS 39571

Re: **City of Pass Christian**
Overstreet and Associates Engineering Invoice

To Whom It May Concern:

We hereby recommend the following invoices for payment:

- Invoice 3885 in the amount of \$ 1,011.48
- Invoice 3896 in the amount of \$ 40,643.00

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

F. Jason Overstreet, P.E.

JO:slf 794



OVERSTREET & ASSOCIATES

CONSULTING ENGINEERS

161 Lameuse St.
Suite 203
Biloxi, MS 39530
(228) 967-7137

City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571

Invoice number 3885
Date 07/25/2025

Project **1256 NORTH ST. GRAVITY SEWER PH. 1
GOMESA**

For Services Rendered From May 5, 2025 Through July 20, 2025

Invoice Summary

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Remaining Percent | Current Billed |
|-------------------------|-----------------|------------------|--------------|--------------|-----------|-------------------|----------------|
| PRELIMINARY DESIGN | 46,500.00 | 100.00 | 46,500.00 | 46,500.00 | 0.00 | 0.00 | 0.00 |
| FINAL DESIGN | 35,500.00 | 100.00 | 35,500.00 | 35,500.00 | 0.00 | 0.00 | 0.00 |
| PERMITTING | 1,000.00 | 100.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 0.00 |
| BIDDING & NEGOTIATING | 5,000.00 | 100.00 | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION PHASE | 61,750.00 | 100.00 | 61,557.75 | 61,749.53 | 0.47 | 0.00 | 191.78 |
| TOPOGRAPHICAL SURVEYS | 20,750.00 | 48.19 | 10,000.00 | 10,000.00 | 10,750.00 | 51.81 | 0.00 |
| CONSTRUCTION INSPECTION | 174,700.00 | 100.00 | 174,390.00 | 174,699.70 | 0.30 | 0.00 | 309.70 |
| POST CONSTRUCTION | 5,000.00 | 10.20 | 0.00 | 510.00 | 4,490.00 | 89.80 | 510.00 |
| REIMBURSABLE EXPENSES | 470.88 | 100.00 | 470.88 | 470.88 | 0.00 | 0.00 | 0.00 |
| Total | 350,670.88 | 95.65 | 334,418.63 | 335,430.11 | 15,240.77 | 4.35 | 1,011.48 |

| Description | Contract Amount | Percent Complete | Total Billed | Prior Billed | Current Billed |
|----------------------------------|-----------------|------------------|--------------|--------------|----------------|
| PRELIMINARY DESIGN | 46,500.00 | 100.00 | 46,500.00 | 46,500.00 | 0.00 |
| FINAL DESIGN | 35,500.00 | 100.00 | 35,500.00 | 35,500.00 | 0.00 |
| PERMITTING | 1,000.00 | 100.00 | 1,000.00 | 1,000.00 | 0.00 |
| BIDDING & NEGOTIATING | 5,000.00 | 100.00 | 5,000.00 | 5,000.00 | 0.00 |
| TOPOGRAPHICAL SURVEYS | 20,750.00 | 48.19 | 10,000.00 | 10,000.00 | 0.00 |
| Total | 108,750.00 | 90.11 | 98,000.00 | 98,000.00 | 0.00 |

CONSTRUCTION PHASE

Labor

| | Hours | Rate | Billed Amount |
|------------------------------|-------|--------|---------------|
| Engineer Intern III | | | |
| Tyler Yarbrough | 1.50 | 120.00 | 180.00 |
| Project Technician II | | | |
| Stacey L. Tanner | 0.15 | 78.50 | 11.78 |
| Labor subtotal | 1.65 | | 191.78 |
| Phase subtotal | | | 191.78 |

CONSTRUCTION INSPECTION

Labor

| | Hours | Rate | Billed Amount |
|--|-------|-------|---------------|
| Resident Project Representative III | | | |
| Eric Garrison | 2.26 | 95.00 | 214.70 |
| John G. Parker | 1.00 | 95.00 | 95.00 |
| Subtotal | 3.26 | | 309.70 |
| Labor subtotal | 3.26 | | 309.70 |
| Phase subtotal | | | 309.70 |

POST CONSTRUCTION

Labor

| | Hours | Rate | Billed Amount |
|--------------------------------|-------|--------|---------------|
| Professional Engineer V | | | |
| Andrew Levens | 1.00 | 170.00 | 170.00 |
| David Ball | 2.00 | 170.00 | 340.00 |
| Subtotal | 3.00 | | 510.00 |
| Labor subtotal | 3.00 | | 510.00 |
| Phase subtotal | | | 510.00 |
| Invoice total | | | 1,011.48 |

Thank you for your business!

Please remit payment to

Overstreet & Associates, PLLC.
161 Lameuse St. Suite 203
Biloxi, MS 39530



OVERSTREET & ASSOCIATES

CONSULTING ENGINEERS

161 Lameuse St.
Suite 203
Biloxi, MS 39530
(228) 967-7137

City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571

Invoice number 3896
Date 07/25/2025

Project **1257 NORTH ST. GRAVITY SEWER PH II
& III**

For Services Rendered From June 16, 2025 Through July 20, 2025

Invoice Summary

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Remaining Percent | Current Billed |
|-------------------------|-----------------|------------------|--------------|--------------|------------|-------------------|----------------|
| PRELIMINARY DESIGN | 107,500.00 | 100.00 | 107,500.00 | 107,500.00 | 0.00 | 0.00 | 0.00 |
| FINAL DESIGN | 83,000.00 | 100.00 | 83,000.00 | 83,000.00 | 0.00 | 0.00 | 0.00 |
| PERMITTING | 3,000.00 | 100.00 | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 |
| BIDDING & NEGOTIATING | 12,000.00 | 100.00 | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 0.00 |
| TOPOGRAPHICAL SURVEY | 16,750.00 | 100.00 | 16,750.00 | 16,750.00 | 0.00 | 0.00 | 0.00 |
| CONSTRUCTION PHASE | 128,000.00 | 42.31 | 42,122.50 | 54,155.50 | 73,844.50 | 57.69 | 12,033.00 |
| CONSTRUCTION INSPECTION | 277,000.00 | 31.81 | 59,500.00 | 88,110.00 | 188,890.00 | 68.19 | 28,610.00 |
| POST CONSTRUCTION | 9,000.00 | 0.00 | 0.00 | 0.00 | 9,000.00 | 100.00 | 0.00 |
| REIMBURSABLE EXPENSES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | 636,250.00 | 57.29 | 323,872.50 | 364,515.50 | 271,734.50 | 42.71 | 40,643.00 |

| Description | Contract Amount | Percent Complete | Total Billed | Prior Billed | Current Billed |
|----------------------------------|-----------------|------------------|--------------|--------------|----------------|
| PRELIMINARY DESIGN | 107,500.00 | 100.00 | 107,500.00 | 107,500.00 | 0.00 |
| FINAL DESIGN | 83,000.00 | 100.00 | 83,000.00 | 83,000.00 | 0.00 |
| PERMITTING | 3,000.00 | 100.00 | 3,000.00 | 3,000.00 | 0.00 |
| BIDDING & NEGOTIATING | 12,000.00 | 100.00 | 12,000.00 | 12,000.00 | 0.00 |
| TOPOGRAPHICAL SURVEY | 16,750.00 | 100.00 | 16,750.00 | 16,750.00 | 0.00 |
| Total | 222,250.00 | 100.00 | 222,250.00 | 222,250.00 | 0.00 |

CONSTRUCTION PHASE

Labor

| | Hours | Rate | Billed Amount |
|--------------------------------|-------|--------|---------------|
| Professional Engineer V | | | |
| Andrew Levens | 32.50 | 170.00 | 5,525.00 |
| Engineer Intern I | | | |
| John B. Scott | 16.00 | 100.00 | 1,600.00 |
| Engineer Intern III | | | |
| Tyler Yarbrough | 3.50 | 120.00 | 420.00 |
| Senior Project Manager | | | |
| Franklin J. Overstreet | 27.50 | 130.00 | 3,575.00 |
| CADD Tech III | | | |
| Michael Tanner | 3.00 | 95.00 | 285.00 |
| Project Technician II | | | |
| Stacey L. Tanner | 8.00 | 78.50 | 628.00 |
| Labor subtotal | 90.50 | | 12,033.00 |
| Phase subtotal | | | 12,033.00 |

CONSTRUCTION INSPECTION

Labor

| | Hours | Rate | Billed Amount |
|--|--------|--------|---------------|
| Professional Engineer V | | | |
| Andrew Levens | 2.00 | 170.00 | 340.00 |
| Resident Project Representative I | | | |
| Aaron Ball | 1.00 | 79.00 | 79.00 |
| Thomas Overstreet | 144.00 | 79.00 | 11,376.00 |
| Subtotal | 145.00 | | 11,455.00 |
| Resident Project Representative III | | | |
| John G. Parker | 177.00 | 95.00 | 16,815.00 |
| Labor subtotal | 324.00 | | 28,610.00 |
| Phase subtotal | | | 28,610.00 |
| Invoice total | | | 40,643.00 |

Thank you for your business!

Please remit payment to

*Overstreet & Associates, PLLC.
161 Lameuse St. Suite 203
Biloxi, MS 39530*



0A-19
8525

July 25, 2025

City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571

Attn: Mayor and Board of Alderpersons

Re: Recommendation of Payment Application No. 4
City of Pass Christian
Lift Station Rehabilitation and SCADA Improvements

Dear Mayor and Board of Alderpersons:

Please accept this Payment Application No. 4 for the above-referenced project for processing. We have reviewed this application and recommend payment in the amount of \$135,037.50 payable to DNA Underground, LLC. This project is funded through ARPA/MCWI Funds.

If you have any questions, please do not hesitate to contact me.

Sincerely,


COVINGTON CIVIL & ENVIRONMENTAL, LLC
Bob Escher, P.E.

Contractor's Application for Payment No.

| | | |
|--|--|---|
| Application Period: 6/1/25 - 7/10/25 | | Application Date: 7/10/2025 |
| 10 (Owner): City of Pass Christian | From (Contractor): DNA Underground LLC | Via (Engineer): Covington Civil and Environmental |
| Project: Lift Station Rehab & Scada Installation | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project |

**Application For Payment
Change Order Summary**

| Approved Change Orders | | |
|--|-------------------|------------|
| Number | Additions | Deductions |
| 1 | \$9,250.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | \$9,250.00 | |
| NET CHANGE BY CHANGE ORDERS | | |

| | | |
|---|----|--------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$686,628.00 |
| 2. Net change by Change Orders..... | \$ | \$9,250.00 |
| 3. Current Contract Price (Line 1 + 2)..... | \$ | \$695,878.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... | \$ | \$674,820.00 |
| 5. RETAINAGE: | | |
| a. 2.5% X \$ 674,820.00 Work Completed..... | \$ | \$16,870.50 |
| b. 5% X Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$16,870.50 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$657,949.50 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$522,912.00 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$135,037.50 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).... | \$ | \$21,058.00 |

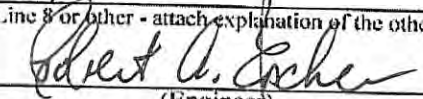
Contractor's Certification

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 Signature

By:  Date: 7/11/25

Payment: \$ 135,037.50
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  7-24-25
 (Engineer) (Date)

Payment: \$
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (If Applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

| | | | | | | | | | | | | | |
|--------------------------------------|---|----------------------|-------|---------------|--------------------------|----------------|----------------|----------|--|-----------------------------|--|------------------|-------------------------------|
| For Lift Station Rehab & Scada | | | | | | | | | | Application Number 4 | | | |
| (Contract): Installation | | | | | | | | | | Application Date: 10-Jul-25 | | | |
| Application Period: 6/1/25 - 7/10/25 | | | | | | | | | | | | | |
| A | | B | | C | | E | | C | | D | | E | |
| Item | | Contract Information | | Quantity | | Value Previous | | Current | | Value of Work | | Materials | |
| Bid Item No. | Description | Item Quanti | Units | Unit Price | Total Value of Item (\$) | Previous App | Value Previous | Quantity | | Installed this Period | | Presently Stored | Total Completed and Stored to |
| | BASE BID | | | | | | | | | | | % (H / B) | Balance to Finish (B - H) |
| 1-A | Mobilization | 1 | LS | \$ 70,000.00 | \$ 70,000.00 | 0.85 | \$ 59,500.00 | 0.15 | | \$10,500.00 | | | \$70,000.00 |
| 18-A | Lift Station #30 Rehabilitation | 1 | LS | \$ 223,000.00 | \$ 223,000.00 | 1 | \$ 223,000.00 | | | | | | 100.0% |
| 21-A | Lift Station #5 Henderson Avenue and Hwy 90 - Scada Improvements | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$223,000.00 |
| 21-B | Lift Station #6 - Courteney Avenue and Scenic Drive - Scada | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 21-C | Lift Station #7 - Menge Avenue and Scenic Drive - Scada Improvements | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 21-D | Lift Station #8 - Esby Avenue and Hwy 90 - Scada Improvements | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 21-E | Lift Station #9 - Shadowlawn Avenue and Hwy 90 - Scada | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 21-F | Lift Station #10 - Emerald Avenue and Hwy 90 - Scada Improvements | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 21-G | Lift Station #17 - Fernwood Drive and Kelly Cove - Scada Improvements (Changed to LS #29) | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 21-H | #28 - East North Street East of Oak Park Drive - Scada Improvements (Changed to LS#30) | 1 | LS | \$ 16,000.00 | \$ 16,000.00 | | \$ - | 1 | | \$16,000.00 | | | \$16,000.00 |
| 7-A | Ductile Iron Fittings | 1 | LBS | \$ 18.00 | \$ 18.00 | | \$ - | | | | | | \$ 18.00 |
| 16-A | Select Sandy Backfill (Plan | 200 | CY | \$ 32.00 | \$ 6,400.00 | | \$ - | | | | | | \$ 6,400.00 |
| 16-B | Pipe Foundation Material (Plan | 75 | CY | \$ 112.00 | \$ 8,400.00 | | \$ - | | | | | | \$ 8,400.00 |
| 17-I | 6' Wood Privacy Fencing (includes 5' wide pedestrian gate) | 20 | LF | \$ 60.00 | \$ 1,200.00 | 20 | \$ 1,200.00 | | | | | | \$1,200.00 |
| 17-J | Vegetative Cover (Seeding) | 50 | SY | \$ 7.00 | \$ 350.00 | | \$ - | | | | | | \$ 350.00 |
| 17-K | Solid Sod | 250 | SY | \$ 15.00 | \$ 3,750.00 | | \$ - | | | | | | \$ 3,750.00 |
| ADDITIVE ALTERNATE C | | | | | | | | | | | | | \$ 3,750.00 |
| 18-B | Lift Station #29 Rehabilitation | 1 | LS | \$ 215,000.00 | \$ 215,000.00 | 1 | \$ 215,000.00 | | | | | | \$215,000.00 |
| 19-A | Maintenance of Traffic | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | 1 | \$ 25,000.00 | | | | | | \$25,000.00 |
| 16-A | Select Sandy Backfill (Plan | 20 | CY | \$ 32.00 | \$ 640.00 | | \$ - | | | | | | \$ 640.00 |
| 16-B | Pipe Foundation Material (Plan | 10 | CY | \$ 112.00 | \$ 1,120.00 | 10 | \$ 1,120.00 | | | | | | \$1,120.00 |
| 17-H | 6' Chain Link Fencing with 3-strand | 60 | LF | \$ 50.00 | \$ 3,000.00 | | \$ - | | | | | | \$ 3,000.00 |
| 17-K | Solid Sod | 50 | SY | \$ 15.00 | \$ 750.00 | 150 | \$ 2,250.00 | | | | | | \$2,250.00 |
| CO#1 | Upgrade existing electrical to comply with current Electrical Code | 1 | LS | \$ 9,250.00 | \$ 9,250.00 | 1 | \$ 9,250.00 | | | | | | \$9,250.00 |
| | | | | \$ - | \$ - | | \$ - | | | | | | \$ - |

Stored Material Summary

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

| | | | | | | | | | | | | | | | |
|-------------|-------------|----------------------------|-------|------------|---------------|----------|----------------|----------|----------------|-----------------------------|---------------|---------|------------|--------------|--|
| For | | Lift Station Rehab & Scada | | | | | | | | Application | | | | | |
| (Contract): | | Installation | | | | | | | | Number 4 | | | | | |
| Application | | 6/1/25 - 7/10/25 | | | | | | | | Application Date: 10-Jul-25 | | | | | |
| Period: | | | | | | | | | | | | | | | |
| A | | B | | C | | E | | C | | D | | E | | F | |
| Bid Item | Item | Contract Information | | | | Quantity | | | | | | | | | |
| No. | Description | Item | Units | Unit Price | Total Value | Previous | Value Previous | Current | Value of Work | Materials | Total | % | Balance to | | |
| | Totals | Quanti | | | of Item (\$) | App | | Quantity | Installed this | Presently Stored | Completed | (H / B) | Finish | | |
| | | | | | \$ 695,878.00 | | \$ 536,320.00 | | Period | | and Stored to | 97.0% | (B - H) | \$ 21,058.00 | |
| | | | | | | | | | \$138,500.00 | | \$674,820.00 | | | | |

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Pass Christian, Mississippi met on the above date at the Municipal Court Bldg., 105 Hiern Avenue, Pass Christian, Mississippi, at 6:00 p.m., same being the time and place for said meeting.

PRESENT: Mayor Kenny Torgeson, Alderman at Large Victor Pickich, Alderman Barry Dreyfus, Alderman Joe Piernas, Alderman Kirk Kimball, Alderman Greg Federico, City Attorney, Jim Simpson, City Clerk, Marian Governor

There being a quorum present to transact the business of the City, the following proceedings were had and done.

Upon motion of Alderman Joe Piernas and seconded by Alderman Victor Pickich the Board unanimously approved the agenda for the July 15, 2025, Regular Board of Aldermen Meeting.

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ADMINISTRATIVE

Upon motion of Alderman Joe Piernas and seconded by Alderman Barry Dreyfus the Board unanimously approved hearing from Cynthia Chauvin, Executive Director of the Court Appointed Special Advocate Program (CASA) and authorize the City to take \$1000.00 of Alderman Barry Dreyfus salary for FY 2025/2026 budget year as a donation on behalf of himself and the City to support the CASA Program, as requested by Cynthia Chauvin, Executive Director, CASA of South Mississippi. A-1

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1. Upon motion of Alderman Joe Piernas and seconded by Alderman Kirk Kimball the Board unanimously approved hearing a presentation about Excel By 5 and approving the waiver of the rental

fee (\$125) for use of the Randolph Center but will cover the \$100 cleanup fee (\$100) for the Excel By 5 Community Baby Shower to be held at the Randolph Center on Tuesday, September 16, 2025, as requested by Excel By 5 Steering Committee. A-2 (Contingent upon any and all action to be taken by the Mayor and Board of Aldermen concerning the use of the Randolph currently being revised.)

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Victor Pickich the Board unanimously approved authorizing the hiring of LNJ Services to video the storm drain and adjacent to the Cypress tree that is believed to be the problem with immediate drainage located at 118 Barkley Drive with a flat fee of \$1,850.00, as requested by Alderman Kirk Kimball.

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Upon motion of Alderman Joe Piernas and seconded by Alderman Barry Dreyfus the Board unanimously denied approving the following sidewalks at no cost to the City and to revisit during Budget Hearings. This is in addition to the \$854,200 sidewalk from the Cedar/North Street Curve East to Pine Street that the Board of Aldermen approved at a previous meeting. This will improve safety on Cedar Avenue and North Street, and to further develop North Street, as requested by Alderman Joe Piernas. A-4

| Cost of Project | Project Description |
|---------------------|--|
| \$839,763.81 | From Cedar/North Street Curve south to Brill Street (Pass Estates) |
| \$364,437.01 | From Pine Street east to Church Street |
| <u>\$161,485.52</u> | From Church St. East 815 ft to the eastern entrance of All Seasons Landscaping |
| \$1,365,686.34 | Total |

The source of the grant is the Gulf Regional Planning Organization which requires a 20% City Match. The \$273,137 City Match for the sidewalk grant will be paid out of the \$750,000 Capital Expenditure Grant (HB603) which has a current balance of \$771,130. The remaining balance in the Capital Expenditure Grant (HB603) of \$487,863 can be used for the following other infrastructure

projects in the City: \$279,201 for infrastructure on the Harbor Pavilion and \$218,792 for the City Match on an additional phase of the North Street sidewalk to be obtained in 2026.

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Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved discussing Gravity Main project on North Street, as requested by Mayor Kenny Torgeson.

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EVENTS

Upon motion of Alderman Victor Pickich and seconded by Alderman Barry Dreyfus the Board unanimously approved requesting from the Library for the waiver of rental fee (\$125.00) for the use of the Randolph Center for the One Book One Pass Author Presentation on Thursday, October 16, 2025, this bringing favorable notice to the resources and opportunities of the City, as requested by Wendy Allard, Head Librarian. E-1 (Contingent upon any and all action to be taken by the Mayor and Board of Aldermen concerning the use of the Randolph currently being revised.)

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Upon motion of Alderman Barry Dreyfus and seconded by Alderman Victor Pickich the Board unanimously approved allowing the Mississippi Coast Mustang Club (MCMC) to host a one-day car show on Saturday, November 22, 2025, from 7:00 am until 2:00pm at the Harbor (behind Keith's). They anticipate accommodation between 40 and 75 registered vehicles. This has been pre-approved by the Harbor Master. They are requesting three trash cans, four barricades, possibly allowing two food trucks during the event and other resources as deemed necessary by the Mayor, this bringing favorable notice to the resources and opportunities of the City, as requested by Tim Langdon, President, MS Coast Mustang Club. E-2

Proposed Event Schedule:

- 7:00 AM – 8:00 AM: Set-up
- 8:00 AM – 12:00 PM: Participant registration
- 12:30 PM – 2:00 PM: Vehicle judging
- 2:30 PM – 3:00 PM: Awards presentation
- By 3:30 PM: Complete breakdown and exit of the area

*

*

*

Upon motion of Alderman Kirk Kimball and seconded by Alderman Greg Federico the Board unanimously approved request from the Krewe of Waggus to host a Mardi Gras Walking Parade for pets on Saturday, January 24th, 2026, at 1:30pm (Rain Date would be Sunday, January 25th at 1:30pm). This will be our 2nd Mardi Gras theme pet “pawrade” sponsored by the Krewe of Waggus. The anticipated route would start at the pavilion at Davis Avenue and 2nd Street and continue south on Davis to Scenic Drive and then west on Scenic Drive to Bacchus. This community event benefits Animal A.I.D of MS and St. Vincent De Paul Catholic School as the designated beneficiaries of any funds raised. The Krewe of Waggus organizing committee would like to ask the City to provide the following:

- Barricades along the parade route during the parade
- Police presence to manage traffic and close the parade route
- Permission to place signs advertising the parade around the City 2 weeks prior to the event
- And, other resources as deemed necessary by the Mayor

*

*

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BEAUTIFICATION

Upon motion of Alderman Kirk Kimball and seconded by Alderman Barry Dreyfus the Board unanimously approved promoting Latisha Peterson to Foreman (Crew Lead), formerly held by Yaceem Jackson, with a pay increase from \$13.46 an hour to \$15.00 an hour, effective July 18, 2025, as requested by Brad Manus, Beautification Director. B-1

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COMMUNITY DEVELOPMENT

Upon motion of Alderman Barry Dreyfus and seconded by Alderman Victor Pickich the Board unanimously approved appeal to overrule the Tree Boards decision on June 19, 2025, for partial removal of trees to allow full removal of trees at 128 Victoria Lane, owners William and Caroline Shaw, Tax Parcel No. 0512M-02-028.004. Homeowners will replace trees as required by Ordinance, as requested by City Planner, Melodie Hayes. CD-1

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POLICE DEPARTMENT

Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved lateral transfer of Dean Toler from a part time firefighter to a full-time Community Services officer in the Police Department effective July 16, 2025, at a rate of pay of \$15.35 an hour, as requested by Chief Daren Freeman.

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CONSENT AGENDA

Upon motion of Alderman Greg Federico and seconded by Alderman Barry Dreyfus the Board unanimously approved items 1 – and 8-19, below.

1. Approved – Administration: resolution appointing Alderman Kirk Kimball (Voting Delegate) and Alderman at Large Victor Pickich (First Alternate) for the City of Pass Christian at the MML 2025 Election of 2nd Vice President, as requested by Mayor Kenny Torgeson. CA-1
2. Approved – Fire: request to send Firefighter Caleb Counselman to attend FIRE AND EMERGENCY SERVICES INSTRUCTOR LEVEL I, NFPA 1041-I at The MSFA August 11- August 14, 2025. There is a \$250 Course fee, (116-220-610), per diem \$112, (001-220-610) and use of City

- vehicle, as requested by Fire Chief Woodman. CA-2
3. Approved - Fire: request to send Lieutenant Jeremy McLead to attend FIRE AND EMERGENCY SERVICES INSTRUCTOR LEVEL I, NFPA 1041-I at The MSFA August 25-August 28, 2025. There is a \$250 Course fee, (116-220-610), per diem \$112, (001-220-610) and use of City vehicle, as requested by Fire Chief Woodman. CA-3
 4. Approved - Fire: request to send Inspector Jeff Klemmer to attend FIRE OFFICER LEVEL I, NFPA 1021-I at The MSFA August 18- August 21, 2025. There is a \$250 Course fee, (116-220-610), per diem \$112, (001-220-610) and use of City vehicle, as requested by Fire Chief Woodman. CA-4
 5. Approved: Fire: request to send Firefighter Darren McCaleb to attend ROPE RESCUE AWARENESS AND OPERATIONS, NFPA 1006 at The MSFA August 4-August 7, 2025. There is a \$250 Course fee, (001-220-610), per diem \$112, (001-220-610) and use of City vehicle, as requested by Fire Chief Woodman. CA-5
 6. Approved: Fire: allowing Coastal Magnolia Fools to host "The First Five" training on July 26, 2025, at the Pass Christian Fire training facility and Senior's Center at Randolph for lunch and restrooms. The training is being offered at no cost and is open to departments in the area, this bringing favorable notice to the resources and opportunities of the City, as requested by Fire Chief Woodman.
 7. Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved request from the New Golden Star #25 Order of the Eastern Star and the Masonic Lodge, Mexican Gulf Lodge #64 to resume use of the Community Room at the Randolph Center every 3rd Sunday at 3:00 p.m. and every 3rd Wednesday at 6:30 p.m. for monthly meetings, as requested by Patra Roberts, Worthy Matron of the New Golden Star #25. (Contingent upon any and all action to be taken by the Mayor and Board of Aldermen concerning the use of the Randolph currently being revised.) CA-7

8. Approved: Request from the Toleman Avenue Graveyard Committee to use the Community Room at the Randolph Center on Wednesday, July 16, 2025, at 6 :00 p.m. for a community meeting concerning care and management of the graveyard, as requested by Toleman Avenue Graveyard Committee. (Contingent upon any and all action to be taken by the Mayor and Board of Aldermen concerning the use of the Randolph currently being revised.)
9. Approved: Harbor: The installation of a covered boat-lift at Pier C4, Slip 1 for Dustin Gartman, at the tenant's expense. All construction will comply with harbor modifications guidelines and will be installed by Innovative Builders, who will obtain DMR permits before installation, as requested by James Butcher, Harbor Master.
10. Approved: Harbor: Refund in the amount of \$123.54 for Barry Wood. He sold the boat, and the contract is now cancelled leaving his account with a credit, as requested by James Butcher, Harbor Master.
11. Approved: Police: Request for Haley Entrekin to take the Property Room Management course online. Tuition is \$425.00, as requested by Police Chief Freeman. CA-11
12. Approved: Police: Request for Officer Michael Jimerson to attend Firearms Instructor course held September 15-19, 2025, in Harrison County, MS. Tuition is \$725 and use of a City vehicle is requested, as requested by Police Chief Freeman. CA-12
13. Approved: The submittal of the 2026 GCRF application for the North Street Extension Project in the amount of \$4,200,000, as recommended by City Engineer, Bob Escher. CA-13
14. Approved: The following projects for which GOMESA 2026 applications can be submitted, as requested by City Engineer, Bob Escher.
 - City of Pass Christian Sanitary Sewer Pump Station Repairs -\$2,929,260.00
 - West Harbor Bulkhead Wall Replacement – Phase IV - \$2,758,055.00
 - Fleitas Avenue Lift Station Replacement - \$2,036,671.00
 - City of Pass Christian Gravity Sewer Improvements - \$2,854,683.00

15. Approved: Ratifying payment to Harrell A.D.C. for 50% Construction Administration in the amount of \$11,250.00 for the St. Paul Village Project, and the Gulf Coast Restoration funds are available as confirmed by the City Clerk. CA-15
16. Approved: Final Pay Application #1 in the amount of \$47,227.00 to American Tennis Courts, Inc. for the tennis court resurfacing, recommended by the City Engineer, Bob Escher. To be paid out of the 2025 Bond proceeds, as confirmed by the City Clerk. CA-16
17. Approved: Final Pay Application #13 in the amount of \$62,593.84 to Bottom 2 Top Construction, LLC. for the North Street Gravity Sewer Improvement Phases I, recommended by the Project Engineer, Overstreet & Associates These funds are reimbursed with the GOMESA Grant (152-701-911) as confirmed by the City Clerk. CA-17
18. Approved: Pay Application #5 in the amount of \$471,962.73 to LJ Construction, Inc. for the North Street Gravity Sewer Improvement Phases II & III, recommended by the Project Engineer, Overstreet & Associates. These funds are reimbursed with the GOMESA Grant (152-701-911) as confirmed by the City Clerk. CA-18
19. Approved: The minutes of July 1, 2025, Regular Mayor and Board of Aldermen meeting, with changes, as requested by Deputy City Clerk, Dawn Sanders. CA-19
20. Upon motion of Alderman Kirk Kimball and seconded by Alderman Barry Dreyfus the Board unanimously approved the June 2025 Budget Report, as requested by Marian Governor, City Clerk. CA-20

CLAIMS DOCKET

Upon motion of Alderman Barry Dreyfus and seconded by Alderman Victor Pickich the Board unanimously approved the Claims Docket in the amount of \$88,692.35. CD-1

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Upon motion of Alderman Victor Pickich and seconded by Alderman Barry Dreyfus the Board unanimously approved to accept addendum

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(Alderman Kirk Kimball recused himself)

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Upon motion of Alderman Victor Pickich and seconded by Alderman Barry Dreyfus the Board unanimously approved authorizing the City Attorney, Jim Simpson, to provide a default notice of contract to Stella Maris Seafood, LLC for non-payment of the 2024-2025 lease invoice, as requested by Mayor Kenny Torgeson. AD-1

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(Alderman Kirk Kimball recused himself)

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Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved to amend item number CA-13 to include adopting the Resolution.

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Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved to adjourn at 6:40 p.m.

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| <hr/> | <hr/> |
| Mayor | Date |
| | |
| <hr/> | <hr/> |
| City Clerk | Date |

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Pass Christian, Mississippi met on the above date at the Municipal Court Bldg., 105 Hiern Avenue, Pass Christian, Mississippi, at 6:00 p.m., same being the time and place for said meeting.

PRESENT: Mayor Kenny Torgeson, Alderman at Large Victor Pickich (9:10 a.m.), Alderman Barry Dreyfus, Alderman Joe Piernas (Phone), Alderman Kirk Kimball, Alderman Greg Federico (Phone), City Attorney, Jim Simpson, Deputy City Clerk, Dawn Sanders

Alderman Piernas had the hang up at 9:39 a.m.

There being a quorum present to transact the business of the City, the following proceedings were had and done.

ADMINISTRATIVE

Upon motion of Alderman Kirk Kimball and seconded by Alderman Victor Pickich the Board approved Consultant Agreement between the City of Pass Christian and Urban Development Toolbox, LLC. (Laurence Leyens) for professional service to re-apply for the Gulf Coast Restoration Grant (GCRF) for the downtown development area and adopt the Resolution by the City of Pass Christian regarding the Gulf Coast Restoration Program application, as requested by Mayor Kenny Torgeson. A-1.

| | |
|-------------------------|-----|
| Alderman Victor Pickich | Aye |
| Alderman Barry Dreyfus | Nay |
| Alderman Joe Piernas | Aye |
| Alderman Kirk Kimball | Aye |
| Alderman Greg Federico | Aye |

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Upon motion of 2025, Alderman Barry Dreyfus and seconded by Alderman Kirk Kimball the Board unanimously approved receiving a report from Billy J. Dauphin, CCEO, Director of Community Development/Pass Christian Code Office and setting a Special Recess Meeting and Public Hearing on

August 8, 2025 at 9:00 a.m. on the current status of the residence at 105 Palm Avenue, Ward 1 Pass Christian. The intent is to gather as much information as possible, and with that information, then provide the Code Office with any and all necessary/legal approvals for the City to move forward on the path for a resolution to this situation, as requested by Alderman Barry Dreyfus.

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Upon motion of Alderman Victor Pickich and seconded by Alderman Kirk Kimball the Board unanimously approved to adjourn at 10:02 a.m.

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Mayor

08-5-2025

Date

City Clerk

08-5-2025

Date



City of Pass Christian, MS

CLM-1
8-5-25
Docket of Claims Register

APPKT07731 - BOA 8/5/25

By Docket/Claim Number

| Vendor # | Vendor Name Payable Number | Docket/Claim # Payable Description | Payable Type | Payable Date | Item Description | Account Number | Payment Amount Distribution Amount |
|----------|---------------------------------|---------------------------------------|--------------|--------------|--|----------------|---------------------------------------|
| 00001 | A & A MARINE HARDWARE 641111 | DKT26291 Cleats | Invoice | 07/25/2025 | Cleats | 480-751-505 | 949.00 |
| | | | | | Cleats | 480-751-505 | 374.50 |
| 00491 | ADVANCE AUTO PARTS | DKT26292 | | | | | 574.50 |
| | 1413518330977 | FY24/25PW | Invoice | 07/02/2025 | FY24/25 | 001-301-560 | 2,109.76 |
| | 1413518870716 | FY 24/25 PD | Invoice | 07/07/2025 | FY 24/25 PD | 001-200-560 | 34.71 |
| | 1413519170861 | FY 24/25 PD | Invoice | 07/10/2025 | FY 24/25 PD | 001-200-560 | 168.83 |
| | 1413519531449 | FY24/25PW | Invoice | 07/14/2025 | FY24/25 | 001-301-560 | 39.96 |
| | 1413519850031 | FY24/25PW | Invoice | 07/17/2025 | FY24/25 | 001-301-560 | 150.34 |
| | 1413520571211 | FY 24/25 PD | Invoice | 07/24/2025 | FY 24/25 PD | 001-301-560 | 17.89 |
| | 1413520571223 | FY24/25PW | Invoice | 07/24/2025 | FY24/25 | 001-200-560 | 95.54 |
| | 1413520971275 | FY 24/25 PD | Invoice | 07/24/2025 | FY24/25 | 001-301-560 | 1,980.00 |
| | CM0000204 | Credit(PW) | Invoice | 07/28/2025 | FY 24/25 PD | 001-200-560 | 107.97 |
| | | | Credit Memo | 08/05/2025 | Credit(PD) | 001-200-560 | -242.74 |
| | | | | | Credit(PW) | 001-301-560 | -242.74 |
| 01909 | AGJ SYSTEMS AND NETWORKS IN | DKT26293 | | | | | 1,600.00 |
| | 124547 | AGJ QUOTE 3677 DUAL SIDED ID PRINT | Invoice | 07/23/2025 | AGJ QUOTE 3677 DUAL SIDED ID PRINT | 001-200-505 | 1,600.00 |
| 01909 | AGJ SYSTEMS AND NETWORKS IN | DKT26294 | | | | | 10,164.58 |
| | 124327 | Email Hosting | Invoice | 08/01/2025 | Email Hosting | 400-107-600 | 917.00 |
| | 124397 | BDR | Invoice | 08/01/2025 | BDR | 400-107-600 | 400.00 |
| | 124733 | Printer | Invoice | 07/29/2025 | Epson Single-Station Thermal Receipt f | 400-700-919 | 847.58 |
| | MSP-124240 | MSP-Complete Care | Invoice | 08/01/2025 | MSP-Complete Care | 400-107-600 | 8,000.00 |
| 00803 | AIRGAS, Inc. | DKT26295 | | | | | 225.99 |
| | 5517506846C | Hazmat Fee | Invoice | 06/30/2025 | Hazmat Fee | 001-301-639 | 225.99 |
| 00008 | ALL SEASONS FARM EQUIPMENT | DKT26296 | | | | | 65.86 |
| | 38909 | Hand Guard | Invoice | 07/16/2025 | Hand Guard | 001-220-560 | 54.64 |
| | INV0013768 | Chainsaw tool | Invoice | 07/17/2025 | Chainsaw Scrench | 001-220-505 | 11.22 |
| 02111 | ALLIANCE PEST CONTROL LLC | DKT26297 | | | | | 30.00 |
| | 130205 | Pest Control(Water) | Invoice | 07/17/2025 | Pest Control(Water) | 400-700-600 | 30.00 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount |
|----------|---------------------------|----------------------|--------------|--------------|----------------------|----------------|---------------------|
| | Payable Number | Payable Description | | | | | Distribution Amount |
| 02111 | ALLIANCE PEST CONTROL LLC | DKT26298 | | | | | 340.00 |
| | 130169 | Pest Control(Beau) | Invoice | 07/17/2025 | Pest Control(Beau) | 001-300-603 | 30.00 |
| | 130172 | Pest Control(PD) | Invoice | 07/17/2025 | Pest Control(PD) | 001-300-603 | 35.00 |
| | 130178 | Pest Control(Rec) | Invoice | 07/17/2025 | Pest Control(Rec) | 001-300-603 | 30.00 |
| | 130179 | Pest Control(FD#2) | Invoice | 07/17/2025 | Pest Control(FD#2) | 001-300-603 | 30.00 |
| | 130180 | Pest Control(PW) | Invoice | 07/17/2025 | Pest Control(PW) | 001-300-603 | 30.00 |
| | 130200 | Pest Control(Senior) | Invoice | 07/17/2025 | Pest Control(Senior) | 001-300-603 | 30.00 |
| | 130202 | Pest Control(CH) | Invoice | 07/17/2025 | Pest Control(CH) | 001-300-603 | 30.00 |
| | 130203 | Pest Control(Code) | Invoice | 07/17/2025 | Pest Control(Code) | 001-300-603 | 30.00 |
| | 130204 | Pest Control(Court) | Invoice | 07/17/2025 | Pest Control(Court) | 001-300-603 | 30.00 |
| | 130206 | Pest Control(Harbor) | Invoice | 07/17/2025 | Pest Control(Harbor) | 001-300-603 | 30.00 |
| | 130474 | Pest Control(FD) | Invoice | 07/25/2025 | Pest Control(FD) | 001-300-603 | 35.00 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount Distribution Amount |
|----------|-----------------------------|--|--------------|--------------|--|----------------|---------------------------------------|
| 02214 | AMAZON CAPITAL SERVICES | DKT26299 | | | | | 3,119.30 |
| | 112-0077870-7985009 | Thermal Printer Paper | Invoice | 07/11/2025 | Thermal Printer Paper | 001-105-500 | 27.79 |
| | 112-1504687-4058660 | 100 pk THUMB DRIVE | Invoice | 07/21/2025 | Thermal Printer Paper | 001-110-500 | 28.00 |
| | 112-2096418-1967442 | Dryer Parts | Invoice | 07/01/2025 | 100 pk THUMB DRIVE | 001-200-500 | 180.49 |
| | 112-2833018-2816204 | DELL MONITOR | Invoice | 07/10/2025 | Mouse Pad | 001-110-500 | 5.98 |
| | 112-3519300-2315402 | Amazon | Invoice | 07/08/2025 | GE WE1M462 Genuine OEM Drum Rea | 001-220-561 | 22.95 |
| | 112-5896898-3206633 | Streamlight 74787 Strion HL 120/Dc Pij | Invoice | 07/01/2025 | DELL MONITOR | 001-200-505 | 199.98 |
| | 112-6342733-8816212 | Amazon Order | Invoice | 06/25/2025 | Under Armour Men's Enduro Elite Flat | 001-220-535 | 65.04 |
| | 112-6566447-4645856 | Propper Men's Uniform Dress Oxford | Invoice | 07/23/2025 | VIVO 1,000ft Bulk Cat5e Wire, CCA Eth | 001-220-561 | 66.49 |
| | | | | | Streamlight 74787 Strion HL 120/Dc Pij | 001-220-505 | 522.06 |
| | | | | | ViewSonic VA2456A-MHD_H2 Dual Mc | 001-220-500 | 229.99 |
| | | | | | A Moroyoqui 9.5 | 001-220-535 | 51.00 |
| | | | | | B Hoda 10.5 | 001-220-535 | 59.99 |
| | | | | | C Adams 12.5 | 001-220-535 | 59.99 |
| | | | | | C Counselman 9.5 | 001-220-535 | 51.00 |
| | | | | | D McCaleb 12 | 001-220-535 | 59.99 |
| | | | | | E Cintron 10.5 | 001-220-535 | 59.99 |
| | | | | | G Carter 10 | 001-220-535 | 59.99 |
| | | | | | J Bishop 10.5 | 001-220-535 | 59.99 |
| | | | | | J Klemmer 12 | 001-220-535 | 59.99 |
| | | | | | J McLeod 9.5 | 001-220-535 | 51.00 |
| | | | | | J Peterson 10 | 001-220-535 | 59.99 |
| | | | | | J Smith 11.5 | 001-220-535 | 59.99 |
| | | | | | M Chacon 11 | 001-220-535 | 59.99 |
| | 112-6628324-6225040 | Dryer Parts | Invoice | 07/01/2025 | GENERAL ELECTRIC Bearing Retainer (V | 001-220-561 | 41.73 |
| | 112-8607548-5944241 | Labels/Dogipots | Invoice | 07/03/2025 | 5160 Avery Labels | 001-110-500 | 26.99 |
| | 113-24933999511408 | Truck Red Light | Invoice | 08/01/2025 | Dogipots Bags | 001-502-505 | 151.86 |
| | 113-3507657-2577001 | EXECUTIVE CHAIR- C. WILLIAMS | Invoice | 07/16/2025 | Truck Red Light | 001-220-560 | 28.66 |
| | 113-5097629-7898651 | HOLSTER- KLODNICKI | Invoice | 07/22/2025 | EXECUTIVE CHAIR- C. WILLIAMS | 001-200-505 | 179.99 |
| | 113-5746771-8201055 | EMT BAG/J. THOMAS EMT CERT | Invoice | 07/15/2025 | HOLSTER- KLODNICKI | 001-200-535 | 104.58 |
| | 113-8989561-8020269 | HAZMAT COVERALLS BOX 25 SIZE 3X | Invoice | 07/18/2025 | EMT BAG/J. THOMAS EMT CERT | 001-200-505 | 259.99 |
| | 114-0825001-6995404 | Disinfecting Wipes | Invoice | 06/26/2025 | HAZMAT COVERALLS BOX 25 SIZE 3X | 001-200-505 | 184.86 |
| 00011 | AMERICAN MUNICIPAL SERVICES | DKT26300 | | | Disinfecting Wipes | 001-105-510 | 38.97 |
| | 101381 | Collection Fees | Invoice | 07/14/2025 | Collection Fees | 001-101-612 | 1,279.70 |
| 00017 | AT&T | DKT26301 | | | | | 1,514.22 |
| | INV0013772 | Phone | Invoice | 07/05/2025 | Phone | 001-107-605 | 1,514.22 |
| 01647 | AUTOZONE PARTS, INC | DKT26302 | | | | | 109.08 |
| | 02099377472 | FY24/25 BEAU | Invoice | 07/02/2025 | FY24/25 | 001-502-560 | 25.20 |
| | 02099388953 | R-134A 12OZ | Invoice | 07/24/2025 | R-134A 12OZ | 001-301-560 | 83.88 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount Distribution Amount |
|----------|-------------------------------|--|--------------|--------------|---|----------------|---------------------------------------|
| 02523 | BFA of LA, INC. | DKT26303 | | | | | 2,654.64 |
| | P0444707 | Hydrant Flow Test Kits | Invoice | 07/10/2025 | AKRON 2 1/2" NH Hydrant Flow Test K | 001-220-505 | 2,198.96 |
| | P0456007 | Flashlights | Invoice | 07/24/2025 | Survivor X Handlight 120/100V AC/12V | 001-220-505 | 197.62 |
| | | | | | UltraStinger LED Rechargeable Flashligh | 001-220-505 | 258.06 |
| 02426 | BOXCAST INC | DKT26304 | | | | | 251.42 |
| | 92CA6172-0083 | Archived Storage | Invoice | 07/02/2025 | Archived Storage | 400-107-600 | 102.42 |
| | 92CA6172-0084 | BOA Streaming | Invoice | 08/01/2025 | BOA Streaming | 400-107-600 | 149.00 |
| 00038 | CABLE ONE | DKT26305 | | | | | 195.94 |
| | INV0013775 | Internet | Invoice | 07/17/2025 | 808 E Second St | 400-700-625 | 195.94 |
| 00038 | CABLE ONE | DKT26306 | | | | | 493.71 |
| | INV0013774 | Internet | Invoice | 07/23/2025 | 315 Clark Ave | 001-107-628 | 120.98 |
| | | | | | 399 E Second St | 001-107-628 | 120.91 |
| | | | | | 401 Espy Ave | 001-107-628 | 120.91 |
| | | | | | 707 W North St | 001-107-628 | 130.91 |
| 00754 | CAN'T BE BEAT FENCE & CONSTR | DKT26307 | | | | | 2,120.40 |
| | 21928 | ESTIMATE #19873 FENCE REPAIRS | Invoice | 07/18/2025 | ESTIMATE #19873 FENCE REPAIRS | 001-200-560 | 2,120.40 |
| 02393 | CATERPILLAR FINANCIAL SERVICE | DKT26308 | | | | | 716.18 |
| | INV0013778 | Excavator Loan | Invoice | 07/18/2025 | Excavator Loan | 118-301-919 | 716.18 |
| 01998 | CELLULAR SOUTH, INC | DKT26309 | | | | | 2,324.29 |
| | C029415129 | Ipad(Alderman) | Invoice | 07/10/2025 | Ipad(Alderman) | 001-107-919 | 749.00 |
| | INV0013779 | Cellular(City/Harbor) | Invoice | 07/23/2025 | City Harbor | 001-107-605 | 1,443.77 |
| | | | | | | 480-751-605 | 131.52 |
| 01998 | CELLULAR SOUTH, INC | DKT26310 | | | | | 1,139.52 |
| | INV0013780 | Cellular | Invoice | 07/22/2025 | Water | 400-700-605 | 1,139.52 |
| 00046 | CENTERPOINT ENTERY/ENTEX | DKT26311 | | | | | 43.16 |
| | INV0013773 | Gas(FD#2) | Invoice | 07/22/2025 | Gas(FD#2) | 001-220-627 | 43.16 |
| 01942 | CHARLES A YOUNG SR | DKT26312 | | | | | 270.00 |
| | INV0013792 | Primary/General Election & Election Tr | Invoice | 07/30/2025 | Primary/General Election & Election Tr | 001-105-600 | 270.00 |
| 00525 | CNA SURETY | DKT26313 | | | | | 4,570.00 |
| | INV0013796 | City Wide Bond(7-1-25)-(7-1-26) | Invoice | 07/01/2025 | City Wide Bond(7-1-25)-(7-1-26) | 001-105-620 | 4,570.00 |
| 00525 | CNA SURETY | DKT26314 | | | | | 525.00 |
| | INV0013797 | Water Bond(7-1-25)-(7-1-26) | Invoice | 07/01/2025 | Water Bond(7-1-25)-(7-1-26) | 400-700-600 | 525.00 |
| 00055 | COAST CHLORINATOR & PUMP | DKT26315 | | | | | 675.00 |
| | 79070 | Bayview Water Well Repair | Invoice | 07/14/2025 | Corp Stop Diffuser | 400-704-560 | 125.00 |
| | | | | | | 400-704-560 | 550.00 |
| 00824 | COASTAL TIRE & AUTO | DKT26316 | | | | | 755.56 |
| | 88599 | FY24/25 BEAU | Invoice | 07/07/2025 | FY24/25 | 001-502-571 | 253.56 |
| | 89236 | Tires | Invoice | 07/24/2025 | Tires(4 ea) | 480-751-571 | 502.00 |

Docket of Claims Register
APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount Distribution Amount |
|----------|-----------------------------|--|--------------|--------------|--|----------------|---------------------------------------|
| 01534 | COBURN SUPPLY COMPANY, INC | DKT26317 | | | | | 205.99 |
| | 666214141 | Stock(Water) | Invoice | 07/03/2025 | Cement | 400-704-560 | 23.82 |
| | 666214181 | Repair 306 Oaks Park(Sewer) | Invoice | 07/08/2025 | Adapters/Plugs/Cement | 400-702-560 | 52.88 |
| | 666214205 | 238 Handy Lane(Sewer Repair) | Invoice | 07/09/2025 | 238 Handy Lane(Sewer Repair) | 400-702-560 | 118.34 |
| | 666214222 | Well Repair | Invoice | 07/09/2025 | Well Repair(Bushings) | 400-704-560 | 8.15 |
| | 666214322 | Stock/Water | Invoice | 07/16/2025 | 3/4 Pvc Adapter | 400-704-560 | 1.32 |
| | | | | | 3/4 Pvc Elbow | 400-704-560 | 1.48 |
| 02249 | COVINGTON CIVIL AND ENVIROM | DKT26318 | | | | | 370.00 |
| | 16481.08-28W | Engineer Services | Invoice | 07/10/2025 | Water/Sewer | 400-703-602 | 370.00 |
| 02249 | COVINGTON CIVIL AND ENVIROM | DKT26319 | | | | | 13,666.10 |
| | 16481.08-28 | Engineer Services | Invoice | 07/10/2025 | Admin | 001-105-600 | 2,165.00 |
| | | | | | Planning | 001-110-600 | 2,405.00 |
| | 16521.08-04 | Engineer Services | Invoice | 07/14/2025 | Emerald Ave Lift Station Rehab(GOME | 152-701-602 | 2,569.00 |
| | 16523.08-09 | Engineer Services | Invoice | 07/14/2025 | Hwy 90 Pedestrian Walkway(GOMESA | 152-701-602 | 334.60 |
| | 16537.08-06 | Engineer Services | Invoice | 07/14/2025 | Pump Statin 18 Upgrade(ARPA) | 151-704-602 | 1,515.00 |
| | 16540.08-07 | Engineer Services | Invoice | 07/14/2025 | Elevate Pump Station(ARPA) | 152-701-602 | 2,137.50 |
| | 16550.08-08 | Engineer Services | Invoice | 07/14/2025 | Beautification Building | 001-301-602 | 122.50 |
| | 16563.08-05 | Engineer Services | Invoice | 07/14/2025 | Pier P-2(Electrical Upgrades) | 481-751-602 | 400.00 |
| | 16599.08-05 | Engineer Services | Invoice | 07/14/2025 | Pier C-2 Redecking(Tidelands) | 481-751-602 | 770.00 |
| | 16618.08-02 | Engineer Services | Invoice | 07/14/2025 | PC Fire Hydrant Replacement | 118-301-602 | 1,247.50 |
| 02249 | COVINGTON CIVIL AND ENVIROM | DKT26320 | | | | | 4,655.00 |
| | 16564.08-03 | Engineer Services | Invoice | 07/14/2025 | East Small Craft Harbor(Hurricane IDA | 154-751-602 | 4,655.00 |
| 01761 | CRUISIN' THE COAST | DKT26321 | | | | | 25,000.00 |
| | INV0013781 | Site/Special Event Fee | Invoice | 07/30/2025 | Site/Special Event Fee | 001-108-600 | 25,000.00 |
| 00064 | CSX TRANSPORTATION, INC | DKT26322 | | | | | 100.00 |
| | 8489782 | Pipeline Water Crossing | Invoice | 07/15/2025 | Pipeline Water Crossing | 400-703-560 | 100.00 |
| 02005 | DAVID R CORDELL | DKT26323 | | | | | 270.00 |
| | INV0013793 | Primary/General Election & Election Tr | Invoice | 07/30/2025 | Primary/General Election & Election Tr | 001-105-600 | 270.00 |
| 01143 | DAWN SANDERS | DKT26324 | | | | | 2,380.00 |
| | INV0013791 | Pay Period(7-14-25)-(8-1-25) | Invoice | 07/14/2025 | 119 hrs X \$20.00 | 001-105-600 | 2,380.00 |
| 00081 | DPS CRIME LAB | DKT26325 | | | | | 480.00 |
| | 90163486 | Analytical Fees | Invoice | 07/11/2025 | Analytical Fees | 001-200-505 | 480.00 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Payable Description | Account Number | Payment Amount |
|----------|---------------------------|-----------------|--------------|--------------|----------------------------------|----------------|---------------------|
| 00448 | EMERGENCY EQUIPMENT PROFE | DKT26326 | | | | | Distribution Amount |
| | 518051 | Mis-air- Sample | Invoice | 07/23/2025 | ANALYTICAL AIR ANALYSIS W/O AMBI | 001-220-635 | 796.72 |
| | | | | | Air Sample Kit | 001-220-635 | 155.00 |
| | | | | | Filter -8007175 | 001-220-635 | 20.00 |
| | | | | | Filter ab65xcac | 001-220-635 | 113.62 |
| | | | | | Mileage | 001-220-635 | 90.90 |
| | | | | | Parker 7000 psi Hose per foot | 001-220-635 | 75.00 |
| | | | | | scba coupling # 4 Jic female | 001-220-635 | 135.20 |
| | | | | | Scott service labor | 001-220-635 | 72.00 |
| 00218 | FERGUSON US HOLDINGS | DKT26327 | | | | | 135.00 |
| | 0861629 | Stock(Water) | Invoice | 07/15/2025 | BALL CURB | 400-704-560 | 6,905.01 |
| | 0862093 | Stock(Water) | Invoice | 07/15/2025 | 2x3 REDI-CLAMP | 400-704-560 | 351.00 |
| | | | | | 2x6 REDI-CLAMP | 400-704-560 | 485.52 |
| | 0863706 | Stock(Water) | Invoice | 07/15/2025 | 1x100 250 PSI NSF BLK | 400-704-560 | 936.00 |
| | | | | | 3/4x100 250 PSI NSF BLK | 400-704-560 | 162.00 |
| | | | | | CTS COMP COUP | 400-704-560 | 114.00 |
| | | | | | MTR COUP | 400-704-560 | 348.60 |
| | | | | | MTR STRT BV-LW | 400-704-560 | 393.60 |
| | | | | | PVC COMP COUP | 400-704-560 | 3,492.00 |
| | 0864109 | Stock(Water) | Invoice | 07/15/2025 | PVC COMP COUP GSKT | 400-704-560 | 314.32 |
| | 0864110 | DBL Strip | Invoice | 07/15/2025 | COUP | 400-704-560 | 20.00 |
| 00096 | FUELMAN | DKT26328 | | | DBL Strip | 400-704-560 | 47.97 |
| | NP68790940W | Fuel | Invoice | 07/07/2025 | Water | 400-700-525 | 240.00 |
| | NP68816105W | Fuel | Invoice | 07/14/2025 | Utl | 400-700-525 | 273.08 |
| | NP68845269W | Fuel | Invoice | 07/21/2025 | Utl | 400-700-525 | 80.78 |
| | | | | | | | 122.22 |
| | | | | | | | 70.08 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount |
|----------|-------------------------------|-------------------------------------|--------------|--------------|-------------------------------------|----------------|---------------------|
| | Payable Number | Payable Description | | | | | Distribution Amount |
| 00096 | FUELMAN | DKT26329 | | | | | 8,490.29 |
| | NP68790941 | Fuel | Invoice | 07/07/2025 | Beau | 001-502-525 | 250.68 |
| | | | | | Code | 001-110-525 | 39.33 |
| | | | | | FD | 001-220-525 | 553.01 |
| | | | | | Harbor | 480-751-525 | 206.45 |
| | | | | | PD | 001-200-525 | 1,101.30 |
| | | | | | PW | 001-301-525 | 861.91 |
| | NP68816105 | Fuel | Invoice | 07/14/2025 | Beau | 001-502-525 | 243.27 |
| | | | | | Code | 001-110-525 | 29.07 |
| | | | | | FD | 001-220-525 | 481.44 |
| | | | | | Harbor | 480-751-525 | 188.27 |
| | | | | | PD | 001-200-525 | 1,058.61 |
| | | | | | PW | 001-301-525 | 568.63 |
| | NP68845269 | Fuel | Invoice | 07/21/2025 | Beau | 001-502-525 | 446.31 |
| | | | | | FD | 001-220-525 | 384.67 |
| | | | | | Harbor | 480-751-525 | 272.99 |
| | | | | | PD | 001-200-525 | 939.34 |
| | | | | | PW | 001-301-525 | 754.72 |
| | | | | | Rec | 001-506-525 | 110.29 |
| 02147 | FUTURE DESIGN GROUP | DKT26330 | | | | | 500.00 |
| | 2221 | Security Maintenance(Website/Hostin | Invoice | 06/01/2025 | Security Maintenance(Website/Hostin | 400-107-600 | 250.00 |
| | 2249 | Maintenance/Website Security | Invoice | 08/01/2025 | Maintenance/Website Security | 400-107-600 | 250.00 |
| 00097 | G & O SUPPLY CO, INC | DKT26331 | | | | | 2,308.94 |
| | G18282 | 15" HDPE | Invoice | 07/08/2025 | 15" CAST IRON GRATE | 001-301-586 | 144.16 |
| | | | | | 15" HDPE | 001-301-586 | 367.39 |
| | | | | | 15" SMOOTHWALL ADAPTER | 001-301-586 | 536.44 |
| | | | | | 15" SPLIT COUPLING | 001-301-586 | 92.85 |
| | G18305 | 24" 90 Degree | Invoice | 07/14/2025 | 24" 90 Degree | 001-301-586 | 641.54 |
| | | | | | 24" Cast iron Grate | 001-301-586 | 452.16 |
| | | | | | 24" Split Coupling | 001-301-586 | 74.40 |
| 00099 | GALLS, LLC | DKT26332 | | | | | 175.00 |
| | 031905312 | #BP4458 BLK SMD MFG#57107-019-S/ | Invoice | 07/12/2025 | #BP4458 BLK SMD MFG#57107-019-S/ | 001-200-535 | 175.00 |
| 02534 | GULF COAST APPLIANCE REPAIR I | DKT26333 | | | | | 340.00 |
| | 3361 | ESTIMATE 4746 PARTS/REPAIR UPRIGH | Invoice | 07/22/2025 | ESTIMATE 4746 PARTS/REPAIR UPRIGH | 001-200-560 | 340.00 |
| 00108 | GULF COAST BUSINESS SUPPLY | DKT26334 | | | | | 308.80 |
| | 282650 | Trash Bags/Urinal Pads | Invoice | 07/23/2025 | Black Liners(60LODBLK) | 001-502-505 | 235.00 |
| | | | | | Urinal Pads(Mountain Air) | 001-105-510 | 73.80 |
| 00119 | HARRISON COUNTY LIBRARY SYS. | DKT26335 | | | | | 15,929.75 |
| | FY2025-AUG | Operation(Public Library) | Invoice | 07/22/2025 | Operation(Public Library) | 140-350-645 | 15,929.75 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount Distribution Amount |
|----------|--------------------------------------|--------------------------------|--------------|--------------|--------------------------------|----------------|---------------------------------------|
| 00124 | HARRISON COUNTY SHERIFF'S | DKT26336 | | | | | |
| | INV0013782 | Inmate Housing/Pharmacy | Invoice | 07/14/2025 | Inmate Housing | 001-200-520 | 3,194.82 |
| | | | | | Pharmacy | 001-200-520 | 3,180.00 |
| 00126 | HARRISON COUNTY UTILITY AUTHORITY | DKT26337 | | | | | 14.82 |
| | INV0013783 | Disposal, Landfill, Dumpster | Invoice | 07/11/2025 | Disposal, Landfill, Dumpster | 400-705-600 | 110,481.59 |
| | INV0013784 | Wastewater, Disposal, Water | Invoice | 07/01/2025 | Disposal | 400-705-600 | 10,446.59 |
| | | | | | Wastewater | 400-706-600 | 61,900.00 |
| | | | | | Water | 400-706-600 | 36,531.00 |
| 00140 | HUMANE SOCIETY OF SO MS | DKT26338 | | | | | 1,604.00 |
| | 2025-536 | Monthly Animal Control(Aug-25) | Invoice | 08/01/2025 | Monthly Animal Control(Aug-25) | 001-105-646 | 250.00 |
| 02098 | IMPERIAL BAG & PAPER CO LLC | DKT26339 | | | | | 250.00 |
| | 38270656 | Toilet Paper | Invoice | 07/09/2025 | Fuel Surcharge | 001-220-510 | 178.86 |
| | | | | | Paper Towels(HB1990A) | 001-220-510 | 2.30 |
| | | | | | Toilet Paper | 001-220-510 | 97.56 |
| 00145 | INTERNATIONAL CODE COUNCIL | DKT26340 | | | | | 79.00 |
| | 1002108800 | ICC CODE BOOKS | Invoice | 07/17/2025 | ICC CODE BOOKS | 001-100-610 | 1,657.41 |
| 02510 | JACLYN LAUGHLIN | DKT26341 | | | | | 1,657.41 |
| | INV0013769 | Petty Cash July 25 | Invoice | 07/29/2025 | Batteries for Pulse Ox | 001-220-505 | 130.79 |
| | | | | | Foam Station 2 | 001-220-561 | 14.97 |
| | | | | | Grounding Connector | 001-220-561 | 31.73 |
| | | | | | Magnetic tool holder | 001-220-505 | 11.88 |
| | | | | | Plunger for House | 001-220-561 | 19.96 |
| | | | | | Wire for Station 1 | 001-220-561 | 4.97 |
| 02105 | JERRELL HARRIS | DKT26342 | | | | | 47.28 |
| | INV0013785 | Randolph Cleaning Fee | Invoice | 07/13/2025 | Randolph Cleaning Fee | 001-294-603 | 500.00 |
| 00155 | JERRY'S LAWN MOWER SALES AND SERVICE | DKT26343 | | | | | 500.00 |
| | 64390 | 24/25 BEAU | Invoice | 07/17/2025 | 24/25 BEAU | 001-502-560 | 69.98 |
| 00721 | KEELING COMPANY | DKT26344 | | | | | 69.98 |
| | 54711662 | FY24/25 BEAU | Invoice | 07/03/2025 | FY24/25 | 001-502-505 | 674.73 |
| 00181 | LAWRENCE PRINTING CO | DKT26345 | | | | | 674.73 |
| | 20977 | Ticket books | Invoice | 07/16/2025 | Ticket books | 001-101-500 | 925.98 |
| | 21144 | Minute Paper | Invoice | 07/17/2025 | Minute Paper | 001-105-505 | 459.21 |
| 00182 | LEE TRACTOR CO., INC | DKT26346 | | | | | 466.77 |
| | PI20484 | Parts for Tractor | Invoice | 07/18/2025 | Parts for Tractor | 001-301-560 | 1,304.49 |
| | PI20571 | Expansion Valve | Invoice | 07/24/2025 | Expansion Valve | 001-301-560 | 1,140.70 |
| 00018 | LNJ SERVICES, INC | DKT26347 | | | | | 163.79 |
| | 25668 | Video | Invoice | 07/22/2025 | Video | 400-702-635 | 1,850.00 |
| | | | | | | | 1,850.00 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| APPR10/7/31 - BOA 8/5/25 | | | | | | | |
|--------------------------|-------------------------------|--------------------------------------|---------------------|--------------|--------------------------------------|------------------|---------------------|
| Vendor # | Vendor Name | Docket/Claim # | Payable Description | Payable Type | Payable Date | Item Description | Payment Amount |
| | Payable Number | | | | | Account Number | Distribution Amount |
| 00187 | LOWE'S COMPANIES, INC. | DKT26348 | | | | | 3,098.15 |
| | 971706 | Item #1093192 Model #81060 DUAL M | Invoice | 06/30/2025 | Item #1093192 Model #81060 DUAL M | 001-200-505 | 1,305.30 |
| | 976353 | Battery Blower and Misc. Spray Needs | Invoice | 07/02/2025 | 1 Gallon Sprayer | 001-502-505 | 23.72 |
| | | | | | 18ct Comp Ass. | 001-502-505 | 23.26 |
| | | | | | 750lb Impact | 001-502-505 | 113.05 |
| | | | | | Air Ratchet | 001-502-505 | 42.73 |
| | | | | | Digital Tire Gauge | 001-502-505 | 16.04 |
| | | | | | EGO Battery Blower | 001-502-505 | 284.05 |
| | | | | | Spruce Weed Killer | 001-502-505 | 113.92 |
| | 979025 | Cement,Asphalt,Wood | Invoice | 07/14/2025 | Cement,Asphalt,Wood | 001-301-560 | 240.62 |
| | 987213 | Mailbox | Invoice | 07/17/2025 | Mailbox | 001-301-505 | 51.28 |
| | 992363 | Cabinets | Invoice | 06/27/2025 | 18pc Set | 480-751-505 | 9.48 |
| | | | | | 60W CFL | 480-751-505 | 109.10 |
| | | | | | 60W CFL | 480-751-505 | 43.64 |
| | | | | | Gearbox | 480-751-505 | 625.10 |
| | | | | | Net | 480-751-505 | 96.86 |
| 00187 | LOWE'S COMPANIES, INC. | DKT26349 | | | | | 82.71 |
| | 983795 | Stock/Well-Upkeep | Invoice | 07/21/2025 | Round Up | 400-704-560 | 75.98 |
| | | | | | Wasp Spray | 400-704-560 | 6.73 |
| 02135 | Mechanical Services LLC | DKT26350 | | | | | 7,633.97 |
| | 1685 | AC REPAIR JUNE 9, 2025-JULY 14, 2025 | Invoice | 07/31/2025 | AC REPAIR JUNE 9, 2025-JULY 14, 2025 | 001-200-560 | 7,633.97 |
| 01277 | MS LAW RESEARCH INSTITUTE - L | DKT26351 | | | | | 42.00 |
| | 6865 | supplies | Invoice | 07/15/2025 | Model Forms Handbook for Judges, Cle | 001-101-500 | 42.00 |
| 00215 | MS POWER CO | DKT26352 | | | | | 37,962.39 |
| | INV0013786 | City Wide Electric | Invoice | 07/12/2025 | Beau | 001-502-625 | 1,206.17 |
| | | | | | CH | 001-105-625 | 2,662.48 |
| | | | | | FD | 001-220-625 | 380.52 |
| | | | | | Harbor | 480-751-625 | 10,982.92 |
| | | | | | PD | 001-200-625 | 82.85 |
| | | | | | PW | 001-301-625 | 912.33 |
| | | | | | Rec | 001-506-625 | 646.64 |
| | | | | | SC | 001-294-625 | 1,130.28 |
| | INV0013789 | City Lights | Invoice | 07/17/2025 | St. Lights | 001-301-631 | 1,663.89 |
| 00215 | MS POWER CO | DKT26353 | | | | | 18,294.31 |
| | INV0013787 | Pump Stations | Invoice | 07/11/2025 | Pump Stations | 400-703-625 | 2,652.61 |
| | | | | | | | 2,652.61 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount |
|----------|-----------------------------|--|--------------|--------------|--|----------------|---------------------|
| | Payable Number | Payable Description | | | | | Distribution Amount |
| 00230 | NAPA OF BAY ST. LOUIS | DKT26354 | | | | | 366.13 |
| | 418552 | 24/25 FD | Invoice | 07/14/2025 | FY 24/25 FD | 001-220-560 | 108.10 |
| | 418637 | FY24/25 PW | Invoice | 07/15/2025 | FY24/25 | 001-301-560 | 45.62 |
| | 418716 | FY24/25 PW | Invoice | 07/16/2025 | FY24/25 | 001-301-560 | 43.99 |
| | 419241 | FY24/25 PW | Invoice | 07/22/2025 | FY24/25 | 001-301-560 | 162.68 |
| | 419881 | FY24/25 PW | Invoice | 07/29/2025 | FY24/25 | 001-301-560 | 5.74 |
| 01152 | PERFORMANCE TIRE & WHEEL | DKT26355 | | | | | 631.36 |
| | 2-GS101206 | 2021 TAHOE TIRES/MOUNTING/DISPO | Invoice | 07/17/2025 | 2021 TAHOE TIRES/MOUNTING/DISPO | 001-200-571 | 631.36 |
| 00862 | PORTABLE SERVICES, INC. | DKT26356 | | | | | 350.00 |
| | I67191 | Church Ave Park | Invoice | 07/28/2025 | Church Ave Park | 001-502-639 | 70.00 |
| | I67233 | Church Ave | Invoice | 07/29/2025 | Church Ave | 001-502-639 | 140.00 |
| | I67239 | 115 S Market St | Invoice | 07/29/2025 | 115 S Market St | 480-751-639 | 140.00 |
| 01177 | QUADIENT FINANCE USA, INC. | DKT26357 | | | | | 230.58 |
| | Q1925955 | Lease Postage Equipment | Invoice | 07/02/2025 | Lease Postage Equipment | 001-105-600 | 230.58 |
| 00780 | SANDRA ST. PIERRE | DKT26358 | | | | | 270.00 |
| | INV0013794 | Primary/General Election & Election Tr | Invoice | 07/30/2025 | Primary/General Election & Election Tr | 001-105-600 | 270.00 |
| 02541 | SHEILA BRYANT | DKT26359 | | | | | 200.00 |
| | INV0013795 | Randolph Cleaning Fee | Invoice | 07/21/2025 | Randolph Cleaning Fee | 001-294-603 | 200.00 |
| 00553 | SIRCHIE ACQUISITION COMPANY | DKT26360 | | | | | 238.54 |
| | 0701870-IN | #IEB4000CS SMALL EVIDENCE BAGS | Invoice | 07/18/2025 | #IEB7500 MEDIUM EVIDENCE BAGS | 001-200-505 | 84.12 |
| | 0703283-IN | #IEB4000CS SMALL EVIDENCE BAGS | Invoice | 07/28/2025 | #IEB4000CS SMALL EVIDENCE BAGS | 001-200-505 | 154.42 |
| 00308 | SOUTH MS BUSINESS MACHINE | DKT26361 | | | | | 560.55 |
| | 485824 | Printer Overage | Invoice | 07/30/2025 | Printer Overage | 001-107-639 | 560.55 |
| 00308 | SOUTH MS BUSINESS MACHINE | DKT26362 | | | | | 864.00 |
| | 0825 | City Wide Printer Service | Invoice | 08/01/2025 | City Wide Printer Service | 400-700-600 | 864.00 |
| 02121 | SOUTHERN HOSPITALITY SUPPLY | DKT26363 | | | | | 154.20 |
| | 31891 | Copy Paper(1004) | Invoice | 07/11/2025 | Copy Paper(1004) | 001-105-505 | 115.65 |
| | 31895 | 8.5x11 20# white copy paper | Invoice | 07/11/2025 | 8.5x11 20# white copy paper | 001-220-500 | 38.55 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount |
|----------|-----------------------------|-----------------------------------|--------------|--------------|---|----------------|---------------------|
| | Payable Number | Payable Description | | | | | Distribution Amount |
| 00312 | SOUTHERN PRINTING | DKT26364 | | | | | 3,846.84 |
| | 251378 | Public Works uniform shirts | Invoice | 05/01/2025 | HATS | 001-301-535 | 360.00 |
| | | | | | Public Works uniform shirts 10 3XL | 001-301-535 | 264.20 |
| | | | | | Public Works uniform shirts 25 XL | 001-301-535 | 560.50 |
| | | | | | Public Works uniform shirts 3XL Badge | 001-301-535 | 200.25 |
| | | | | | Public Works uniform shirts 5 3XL Tall | 001-301-535 | 132.10 |
| | | | | | Public Works uniform shirts xl IADIES x | 001-301-535 | 56.52 |
| | | | | | Public Works uniform shirts xl IADIES x | 001-301-535 | 70.44 |
| | 251867 | QUOTE 251867 | Invoice | 07/01/2025 | SET UP SCREEN FEE CITY LEGO | 001-301-535 | 20.00 |
| | | | | | QUOTE 251867 GREY SPORT TEK SIZE | 001-200-535 | 39.75 |
| | | | | | QUOTE 251867 GREY SPORT TEK SIZE | 001-200-535 | 34.20 |
| | | | | | QUOTE 251867 GREY SPORT TEK TEE S | 001-200-535 | 24.50 |
| | | | | | QUOTE 251867 GREY SPORT TEK TEE S | 001-200-535 | 18.95 |
| | | | | | QUOTE 251867 PULLOVER 3XL W/EMI | 001-200-535 | 36.77 |
| | | | | | QUOTE 251867 PULLOVER XL W/EMBI | 001-200-535 | 29.55 |
| | 251986 | 21x30 Signs | Invoice | 06/27/2025 | 21x30 Signs | 480-751-505 | 700.00 |
| | 252066 | Uniforms/Business Cards | Invoice | 07/22/2025 | Business Cards | 480-751-505 | 150.00 |
| | 252141 | QUOTE 252141 CSO SHIRTS/ D. TOLAR | Invoice | 07/16/2025 | Uniforms | 480-751-535 | 1,051.16 |
| 00314 | SOUTHERN TIRE MART, LLC | DKT26365 | | | QUOTE 252141 CSO SHIRTS/ D. TOLAR | 001-200-535 | 97.95 |
| | 2500185419 | High Water 2 Tire Change | Invoice | 07/15/2025 | Advance GL073A | 001-220-560 | 860.44 |
| | | | | | FEE, FUEL SURCHARGE | 001-222-560 | 665.44 |
| | | | | | SERVICE CALL-OTR SVC 1.00 130.00 13 | 001-222-560 | 25.00 |
| | | | | | SWITCH 1 40.00 40.00 110TE | 001-222-560 | 130.00 |
| 00542 | SOUTHLAND HEATING & AIR CON | DKT26366 | | | | | 40.00 |
| | INV0013762 | Service Call | Invoice | 07/21/2025 | Freon 410A | 001-300-560 | 3,051.60 |
| | | | | | Labor, Check system, add Freon 20 lbs | 001-300-560 | 1,225.80 |
| | INV0013763 | A/C Unit Freon | Invoice | 07/21/2025 | Service Call | 001-300-560 | 150.00 |
| 02432 | SPORTSENGINE NCSI | DKT26367 | | | A/C Unit Freon | 001-300-560 | 150.00 |
| | 58434 | Background | Invoice | 06/01/2025 | Background | 001-502-600 | 1,525.80 |
| 00521 | STATE FIRE ACADEMY | DKT26368 | | | | | 23.00 |
| | 11401 | ROPE RESCUE TECHNICIAN, NFPA 100E | Invoice | 07/10/2025 | ROPE RESCUE TECHNICIAN, NFPA 100E | 001-220-610 | 750.00 |
| | 11564 | FIREFIGHTER LEVEL I /II | Invoice | 08/01/2025 | FIREFIGHTER LEVEL I /II | 116-220-610 | 250.00 |
| 00321 | STATE TAX COMMISSION | DKT26369 | | | | | 500.00 |
| | INV0013761 | RENEWAL UNMARKED TAG | Invoice | 07/17/2025 | RENEWAL UNMARKED TAG | 001-200-600 | 16.00 |
| 00834 | THE GAZEBO GAZETTE | DKT26370 | | | | | 16.00 |
| | 6813 | Fire Hydrant Rebid | Invoice | 07/26/2025 | Fire Hydrant Rebid | 001-105-615 | 248.88 |
| 01784 | THE SOUTHERN CONNECTION PC | DKT26371 | | | | | 248.88 |
| | 2040 | BLAUER FLEXRS BASE PATROL SHIRT | Invoice | 07/30/2025 | BLAUER FLEXRS BASE PATROL SHIRT | 001-200-535 | 828.00 |
| | | | | | | | 828.00 |

Docket of Claims Register

APPKT07731 - BOA 8/5/25

| Vendor # | Vendor Name | Docket/Claim # | Payable Type | Payable Date | Item Description | Account Number | Payment Amount Distribution Amount |
|------------------|---------------------------|-------------------------------------|--------------|--------------|-------------------------------------|-----------------------|---------------------------------------|
| 00341 | TIMECLOCK PLUS TM | DKT26372 | | | | | |
| | INV00423596 | Hardware Support Maintenance/Pro Li | Invoice | 06/12/2025 | Hardware Support Maintenance/Pro Li | 400-107-600 | 5,379.85 |
| 01164 | UNDERWATER BOAT SERVICING | DKT26373 | | | | | 5,379.85 |
| | 11997 | Tow/Relocate Boats | Invoice | 07/17/2025 | Tow/Relocate Boats | 480-751-560 | 800.00 |
| 01454 | UNITED TECHNOLOGIES | DKT26374 | | | | | 800.00 |
| | 100402014369 | Maint.Service(8-1-25)-(9-30-25) | Invoice | 07/14/2025 | Maint.Service(8-1-25)-(9-30-25) | 480-751-600 | 943.56 |
| 01357 | VULCAN MATERIALS COMPANY | DKT26375 | | | | | 943.56 |
| | 486764C | Finance Charge | Invoice | 07/29/2025 | Finance Charge | 001-301-580 | 33.17 |
| 00356 | WASTEWATER PLANT SERVICE | DKT26376 | | | | | 33.17 |
| | 17258 | Maint.Service(Wells,Towers,Sewer) | Invoice | 07/31/2025 | Waste | 400-702-603 | 37,013.76 |
| | | | | | Water | 400-704-603 | 14,805.51 |
| 01996 | WEAVER ELECTRIC INC | DKT26377 | | | | | 22,208.25 |
| | # 1 | PC Pickle Ball Court | Invoice | 07/16/2025 | PC Pickle Ball Court | 206-506-635 | 35,300.00 |
| | #1 | PC Tennis Courts | Invoice | 07/16/2025 | PC Tennis Courts | 206-506-635 | 9,500.00 |
| | | | | | | | 25,800.00 |
| Total Claims: 87 | | | | | | Total Payment Amount: | 387,047.93 |