

CITY OF PASS CHRISTIAN
REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMAN
June 2, 2026, 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 Tuesday, June 2, 2026, Board of Alderman Meeting

ADMINISTRATIVE

1. Consider approving MOA with MDOT in the amount of \$487,264.00 for the North Street/Henderson Avenue project, as requested by Mayor Torgeson. A- 1
2. Consider ratifying the renewal of the Kimball Seafood harbor lease for the period of June 1, 2026, through May 31, 2031, as requested by Marian Governor, City Clerk. A- 2

EVENTS

1. Consider approving the use of the Fire Department's rescue boat and personnel to provide support for the annual Paddle in the Bay, Pass Christian Rotary Club's fundraiser held June 13, 2026, from 8:00 a.m. -1:00 p.m., this bringing favorable notice to the resources and opportunities of the City, as requested by Fire Chief Woodman. E- 1

2. Consider authorizing the use of the City Court Room on Saturday, June 20, 2026, for a Hurricane and Flood Preparedness Workshop which will be open to the public, time to be determined and authorize overtime, if needed for a clerk, this bringing favorable notice to the resources and opportunities of the City, as requested by Billy Dauphin, Community Development and Fire Chief Woodman.
3. Consider approving request to hold 3rd annual Men's Basketball Tournament (18+) on June 27, 2026, 3:00 p.m. to 7:00 p.m. at Church Street Basketball Park. Grand Prize of \$1,000.00, this bringing favorable notice to the resources and opportunities of the City, as requested by Prescott Williams and Bret Bentz, Recreation Director. E- 3
4. Consider waiving liability insurance for Prescott Williams for Men's Basketball Tournament to be held at Church Street Basketball Park on June 27, 2026. (This is classified as a Low Hazard Event and was waived the last two years per City Attorney).
5. Consider approving 8th Annual Back to School Give Away on Saturday, July 11, 2026, from 3:00pm-6:00 p.m. at the Pass Christian Recreation Field Parking Lot, 207 Fleitis Avenue. Free Bookbags, Paper, Folders and More, this bringing favorable notice to the resources and opportunities of the City as requested by Prescott Williams, Impact Our Youth and Bret Bentz, Recreation Director. E- 5
6. Consider approving requests from the Gulf Coast Running Club for use of War Memorial Park and public streets for their annual running events on the following dates in 2026, this bringing favorable notice to the resources and opportunities of the City, as requested by Leonard Vergunst, Representative.
E- 6
 - 38th Annual Summer Beach 5K Run – Saturday, August 1, 2026 (8:00 a.m. to 9:30 a.m.)
 - 45th Annual Pass to Bay Christmas 10K Run – Saturday, December 19, 2026 (9:00 a.m. to 11:00 a.m.)
7. Consider approving the St. Paul's Carnival Association's Parade to be held on Sunday, February 7, 2027, and accepting donation in the amount of \$5,000.00 in recognition of hard-working City employees and first responders, this bringing favorable notice to the resources and opportunities of the City, requested

by Lindsey Rogers Fowler, President. E- 7

CONSENT

1. Administrative - Consider approving Payment Application No.1 to Ray C. Weaver Mechanical Contractors, Inc. for Police Station/EOC Emergency HVAC Replacement in the amount of \$125,650.00 and amend budget line item 206.200.600 in the amount of \$251,300.00(contract amount), as recommended by City Engineer, Bob Escher. CA- 1
2. Administration - Consider approving payment to Overstreet and Associates for invoice #4279 in the amount of \$21,069.75 for 1257 North St. Gravity Sewer Phase II and III, reimbursable by GOMESA Grant, as requested by Jason Overstreet, P.E. CA- 2
3. Administrative - Consider approving the surplus and disposal of the following iPhone/flip phone and printer asset numbers and remove from City's inventory list, as requested by Paul Ratliff.
 - 02947
 - 02985
 - 02993
 - 02691
 - 02686
 - 03576 (Printer)
4. Beautification – Consider approving request to transfer the Kubota RTV side by side, serial number A5KC26SBHN6075795, asset number 02899, from Beautification back to the Harbor Department, as requested by Brad Manus, Beautification Director. CA- 4
5. Court – Consider approving refund request of \$1,000.00 to Dustin Hunt. Dustin Hunt paid a cash bond at the Pass Christian police department on 2/15/2026 for Hailey Hunt. Hailey was heard on her charge 05/13/2026 and the charge was dismissed. A full refund of \$1,000.00 is requested, as requested by Judge Negrotto. CA- 5
6. Court - Consider approving refund request of \$205.75 to Jason Boudreaux. Mr. Boudreaux paid a

\$500.00 cash bond at the Pass Christian Police Department on 02/04/2026. On 05/13/2026 Mr. Boudreaux was heard on his charges and was ordered to pay \$294.25. After applying the bond, a balance of \$205.75 is ready to be refunded, as requested by Judge Negrotto. CA- 6

7. Fire – Consider approving the surplus and disposal of the following asset, as requested by Fire Chief Woodman.
 - 0469 - Printer
 - Dell D115 150514-11
 - 02421 - Wobble Socket
8. Fire – Consider approving request to send Jaclyn Laughlin, Inspector Jeff Klemmer and FF Dean Toler, to attend MAPFSE Conference in Biloxi on June 24 -25, 2026. The Conference fee is \$85/each (\$255), \$25 yearly dues (\$75) (001-220-610) and the use of a city vehicle, as requested by Fire Chief Woodman. CA- 8
9. Planning – Consider approving a detached accessory dwelling unit to be built on top of a proposed carport for the property located at 105 Donlin Avenue, Parcel# 0412D-03-012.000 and is located in a T3R Zone, as requested by Melodie Hayes. CA- 9
10. Planning – Consider motion to table the approval of variance for a front load parking located at approximately 114 Youngswood Loop in Timber Ridge Subdivision, parcel #0312M-01-016.000 and located in a T3R Zone, with the requirement that was approved from Planning Commission on May 26, 2026 to have one, 12-foot driveway in front for the front load variance request and to have the driveway split to the side of the home after the 8 foot requirement at the front. Contractor/Applicant, Tom Duffy, offered alterative plan and wishes to appeal at the next Mayor and Board of Aldermen meeting, the Planning Commission's decision, as requested by Melodie Hayes. CA- 10
11. Planning – Consider motion to approve a variance for a front load parking located at approximately 126 Youngswood Loop in Timber Ridge Subdivision, parcel #0312N-02-133.000 and located in a T3R Zone, with the requirement that was approved from Planning Commission on May 26, 2026 to have one, 12-

foot driveway in front for the front load variance request and to have the driveway split to the side of the home after the 8 foot requirement at the front as requested by Melodie Hayes. CA – 11

12. Police – Consider accepting Bureau of Justice Assistance FY25 Bulletproof Vest Grant. Grant will pay up to \$1,614.98 of purchase of 5 bulletproof vests, as requested by Police Chief Freeman. CA- 12
13. Police –Consider approving request to send Chief Daren Freeman to Intl Homicide Investigators Association Annual Training Symposium held August 9-13, 2026, in New Orleans, LA. Registration is \$550, lodging \$633.10 (to be reimbursed) and use of a City vehicle is requested. Funds are available, as requested by Police Chief Freeman. CA- 13
14. Police - Consider removing Ivana Williams from part-time list of reserve officers, as requested by Police Chief Freeman.
15. Administrative – Consider approving the minutes from the May 19, 2026, Mayor and Board of Aldermen meeting, with changes as requested by Amber Carter. CA- 15

CLAIMS DOCKET

Motion to approve the Claims Docket in the amount of \$586,096.24. CD- 1

RECESS – Until the next Mayor and Board of Aldermen meeting on June 16, 2026.

Charles Busby
Southern District Commissioner

Billy Owen
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



A-1
6/12/24
Brad White
Executive Director

Earl Glenn
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

16499-B Highway 49, Saucier, Mississippi 39574-9740
May 19, 2026

Via Email

ktorgeson@pass-christian.ms.gov

KLadner@pass-christian.ms.gov

Kenny Torgeson, Mayor
City of Pass Christian
200 W. Scenic Drive
Pass Christian, MS 39571

RE: Memorandum of Agreement, MOA
North St at Hender Ave Intersection Improvements
STP-9361-00(002)LPA / 109892-701000

Dear Mayor Torgeson,

The above referenced Federal Aid project has been assigned a project number: STP-9361-00(002)LPA / 109892-701000. This number should be used in its entirety on all correspondence for this project.

Attached is the Memorandum of Agreement, MOA, for the above referenced project for your review and processing. The MOA outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please print two copies, execute the MOAs in duplicate, and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: Chuck Starita
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOA, please remember to include the MDOT in any public relations activities or press releases for this project. The MDOT public relations liaison for District VI is Anna Ehrgott, telephone number 601-359-7017. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

Chuck Starita, PE
District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

MEMORANDUM OF AGREEMENT

STP-9361-00(002)LPA / 109892-701000
North Street at Henderson Avenue Intersection Improvements
Pass Christian, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Pass Christian (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop intersection improvements at the intersection of North Street and Henderson Avenue; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$487,264.00 in federal funds (80% federal funds and 20% local match required) are available for the prosecution of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and the MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA hereby agrees, contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the

Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT as-built plans in electronic files as PDF and in a format that is compatible with Microstation, if requested, prior to MDOT acceptance. For bridge construction or rehabilitation projects or projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation, or as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of Federal funding from FHWA or any other source, or if any penalty being imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the respective contracts, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

- A. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
- B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with The Mississippi Employment Protection Act, as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, as amended and any rules or regulations promulgated by the

Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the public funds provided through MDOT are exhausted and the provisions of paragraph 7B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

20. A load rating shall be performed to document the live load carrying capacity of each bridge after the project or projects are complete. The load rating calculations and results shall be submitted via AssetWise.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant (s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, or the online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

Kenny Torgeson, Mayor
City of Pass Christian
200 W. Scenic Drive
Pass Christian, MS 39571
Phone: (228) 452-3310
Fax: (228) 452-5435

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kirk Ladner
City of Pass Christian
200 W. Scenic Drive
Pass Christian, MS 39571
Phone: (228) 452-3310
Fax: (228) 452-5435

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

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed on this the _____ day of _____, 20__.

City of Pass Christian

Kenny Torgeson, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

A
6/2/20

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 Kimball's Seafood Company, Inc., hereinafter sometimes referred to as "**Lessee**".

WHEREAS, the Lessor and Lessee previously entered into a Lease Agreement as described below (and referred to herein as the "**Prior Lease Agreement**"), for the loading and unloading of seafood products on the East wall of the East Harbor, which lease will expire on May 31, 2026,

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 with an initial term of forty years beginning on January 1, 2010, and ending on December 31, 2049 (the "**Tidelands Lease**"), being Exhibit "A", 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; and

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; Rent.** There is hereby leased by the Lessor to the Lessee, and the Lessee hereby leases from the Lessor, the following described land situated in the City, First Judicial District, Harrison County, Mississippi, to -wit:

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

The Lessee shall have the use of the northern Ten feet of the wooden pier that adjoins its lease area for its operations and the adjacent tenant will have use of the southern fifty feet of the same wooden pier. The Lessee will also have reasonable rights of ingress and egress across the portion of the adjacent leaseholder's wooden pier to reach its leased area. Lessee agrees that she and all of its employees, agents, and contractors under its control and its customers will use their designated dock space so as to not interfere with the other adjacent tenant. Lessee agrees that it will comply with the direction of the Harbormaster or his designee regarding any dispute concerning the use of the common wooden pier for loading and unloading seafood

products and for related purposes under this agreement. Lessee will also have the right to erect and maintain a hoist on the corner of the bulkhead North of its lease area for unloading purposes, but Lessee will not be allowed to store equipment or materials around this hoist area or otherwise outside of its lease area when not using this hoist.

Provided, however, that this lease and the premises shall be subject to all binding restrictions or conditions now or hereafter imposed upon the parties herein by a court or other judicial body having proper jurisdiction in the premises. To have and to hold the above-described premises for a five-year term beginning on July 1, 2026, and expiring on May 31, 2031. The Lessee agrees to pay the Lessor an annual rental payable in advance commencing on the 1st day of July, 2026, in the sum of \$8,044.62 per year, which annual rental rate will be subject to a four percent (4%) increase every five years. Failure to pay the annual rental payment within 10 days of notice from Lessor to Lessee of said failure will result in a 5% late charge assessed proportionately each month until paid.

The Lessee understands and agrees that this sublease agreement shall be subject to all of the terms and provisions of the City's Tidelands Lease and amendments thereto attached hereto and incorporated herein as Exhibit "C". The parties herein understand and agree that ninety days prior to the expiration date of the current term of this Lease Agreement, which is May 31, 2026, that the Lessor will have the leased area appraised by a licensed appraiser approved by the Secretary of State to determine the new fair market value and annual rental rate of the lease premises for a new lease agreement if the Lessor and Lessee mutually agree to enter into another lease agreement of the premises. The Lessee will share the costs of the appraisal. After the terms and provisions of the new sublease have been mutually agreed upon and the appraisal(s) has been completed, the Lessor shall offer the new lease agreement to the Lessee and the Lessee shall have ten days to execute and return the lease to Lessor. If the Lessee fails to agree upon mutually agreeable terms for the new lease agreement with the Lessor as provided hereinbefore or alternatively, the Lessee fails to execute and return the lease to the Lessor within ten days of delivery of same by Lessor, the Lessor may declare the Lessee's right of first refusal for the sublease forfeited. The City, in its sole discretion, may agree in writing to grant the Lessee additional time to negotiate terms and ultimately execute a new Lease Agreement. The Lessee understands that the Secretary of State must approve all of the terms and conditions of the new Lease 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.

2. **Purpose.** It is understood and agreed that the purpose of this lease is for Lessee to engage in the business of loading and unloading seafood to vessels and trucks and for retail sales purposes. 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. Non-use of the facility for such purpose during holidays, weekends and periods when the weather does not allow harvesting of seafood in areas typically serviced by the facility shall be disregarded.
3. **Signs.** Should Lessee desire to construct any signs or improvements on said property, written approval of 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 of 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 purpose than that stated above, the Lessee shall first obtain such approval in writing from the Lessor.
4. **No Interference with Others.** Lessee agrees at its 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.
5. **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.
6. **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 regarding the business of the other lessees in the unloading or sale of seafood products or fuel or other operations of the harbor. The Lessee shall be allowed to have such number of boat(s) tied together or "rafted" at its leased premises for limited periods of time as the harbormaster may approve, particularly given the needs of the Lessee during peak times of the seafood seasons. The Lessee will not allow any boats or vessels to moor at its leased space, which will unreasonably interfere with the operations of other leaseholders. Boats that are docked outside or adjacent to the leased area of the Lessee with or without the Lessee's permission shall be required to pay

usual and customary charges required for same as determined and directed by the harbormaster.

7. **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
8. **Zoning.** Lessee agrees to abide by all the zoning laws and building codes of the City now or hereafter applicable to said premises.
9. **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.
10. **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.
11. **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 to Lessor hereunder, whether liquidated claims or not.
12. **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 furniture, 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.

13. **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.
14. **Binding Effect.** This lease shall be binding upon the heirs, devisees, legal representatives, successors and assigns of all parties hereto.
15. **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 Lease Agreement shall remain in full force and effect during the period of reconstruction.

In the event of the termination of the lease under any of the provisions of this Section 15, both Lessor and Lessee shall be released from any liability or obligation under this Lease Agreement relating to leased premises arising after the date of termination, except as otherwise provided for in this Lease Agreement.

16. **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 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 all other ad-valorem or similar taxes with respect to the leased premises, and all rent and other charges under the Tidelands Lease.

17. **Utilities.** Lessor may from time to time furnish water and/or sewer services to the leased premises subject to reasonable charges and regulation governing such use of these utilities. Lessor shall be under no obligation to furnish such utilities nor to continue such services if once inaugurated, if Lessor is unable to do so for reasons out of the control of Lessor or if Lessor finds and determines in its sole discretion that it may no longer do so at reasonable cost. Notwithstanding the above, Lessee's obligations hereunder are subject to electricity, water and sewer being available with respect to the leased premises at rates not greater than rates generally charged for such services to the public within the city.
18. **Indemnification.** To the extent permitted by law, 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
19. **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.
20. **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. pavilion roof, floor, foundation, plumbing (including the sewer grinder pump), and electrical systems installed and owned by the City and situated on the premises in excess of \$500.00 per item of repair. Lessee may terminate this lease if Lessor fails to maintain such improvements after due notice, without regard to the availability of insurance proceeds.

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

21. **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 at the time required by the notice, the Lessor may take 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.

22. **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 regarding the suitability of the premises for its intended use.
23. **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 taking possession of the leased property. The Lessor shall be added as an additional insured on with subrogation waived on the Lessee's 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.
24. **Casualty Insurance.** Throughout the term of this lease, including any extensions, Lessor may maintain insurance coverage on the leased premises and improvements, including fire and windstorm insurance, for such value of the improvements as the Lessor shall determine in its sole discretion. Lessee may maintain insurance coverage on its buildings, equipment, machinery, contents, and personal property in its discretion and the Lessor shall have no responsibility or liability for loss or damage to same.
25. **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.

26. **Attorney Fees.** If it becomes necessary to ensure 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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **Notices.** All notices applicable to Lessor hereunder, shall be directed to the Mayor, City of Pass Christian, Mississippi, and all notices applicable to Lessee/Lessees shall be directed to Darlene Kimball, Kimball Seafood Company, Inc., Pass Christian, Mississippi 39571.

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

33. **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 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.

WITNESS OUR SIGNATURES on this the 3rd day of June, 2026.

CITY OF PASS CHRISTIAN, Lessor

BY: _____
Mayor Kenny Torgeson

ATTEST:

City Clerk

Kimball's Seafood Company, Inc.

by: _____
Darlene Kimball, President, Lessee

Exhibit A

SCANNED



1st Judicial District
Instrument 2010 6836 D -J1
Filed/Recorded 10/ 5/2010 09:08 A
Total Fees \$ 81.00
83 Pages Recorded

DO NOT WRITE ABOVE THIS SPACE

<p>Document Prepared by</p> <p>Office of the Secretary of State Raymond D. Carter, Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. 8444</p>	<p>Return Original Document to</p> <p>Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><i>If left blank, original document will be returned to document preparer.</i></p>
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PUBLIC TRUST TIDELANDS LEASE
CITY OF PASS CHRISTIAN, MISSISSIPPI
(Pass Christian Harbor)

<p>Lessor</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-6373</p>	<p>Lessee</p> <p>City of Pass Christian, Mississippi Post Office Box 368 Pass Christian, Mississippi 39571 (228) 452-3311</p>
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Indexing Instructions

Charles Asnard Claim Section 25, Township 8 South, Range 13 West, First Judicial District of Harrison County, MS

This document contains 33 pages with the cover page(s) included as an integral part of the document.
If there is not enough space for all required information on this page, continue to the next page.

PREPARED BY:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

RETURN TO:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

THIS AGREEMENT, made and entered into this the _____ day of _____, 201_, by
and between the

THE STATE OF MISSISSIPPI
By the Secretary of State
Public Lands Division
Post Office Box 136
Jackson, Mississippi 39205-0136
Telephone: (601) 359-6373

With approval of the GOVERNOR, ("LESSOR")

AND

CITY OF PASS CHRISTIAN, MISSISSIPPI,
By the Board of Aldermen,
Post Office Box 368
Pass Christian, Mississippi 39571
(228) 452-3311

("LESSEE")

IN CONSIDERATION of the covenants, conditions, and obligations herein provided and to be
observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE,

pursuant to the authority of MISS. CODE ANN. §29-1-107 (Supp. 2009), the following described submerged land, tideland and fast land, hereinafter referred to as LEASE PREMISES, to-wit:

PARCEL A (Submerged Lands of the Original, Existing or West Harbor): All of the bottom lands as described in Exhibit 2-A attached to this LEASE.

PARCEL B (Fast Lands of the Original, Existing or West Harbor): All of the fast lands as described in Exhibit 2-B attached to this LEASE.

Said parcels are depicted on Exhibit 4 attached to this LEASE.

PARCEL A (Submerged Lands of the Proposed, New or East Harbor): All of the bottom lands as described in Exhibit 3-A attached to this LEASE.

PARCEL B (Pram Beach of the Proposed, New or East Harbor): All of the bottom lands as described in Exhibit 3-B attached to this LEASE.

Said parcels are depicted on Exhibit 5-A and 5-B attached to this LEASE.

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of January, 2010, and terminating on the 31st day of December, 2049.

1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years (SECONDARY TERM) subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE. In the event there is no mutual agreement, the LEASE will not be extended.

1.3 If at the expiration of the SECONDARY TERM, LESSEE faithfully complied with all terms, covenants, conditions and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE. In the event there is no mutual agreement, the LEASE will not be re-newed or extended.

1.4 It is expressly agreed and understood that during the SECONDARY TERM of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

1.5 THIS SUBPARAGRAPH HAS BEEN OMITTED.

2. USE OF LEASE PREMISES.

2.1 It is specifically agreed that the LESSEE will use LEASE PREMISES only for the purposes of:

(a) a City Harbor (HARBOR USE) consisting of municipal harbor and marina; boat slips for recreational boating; boat slips for recreational and commercial fishing; and harbor infrastructure, to include wharfs, piers, docks, boat slips, parking areas, boat launches, and access road; and

(b) Related Commercial Development (DEVELOPMENT USE) which shall be limited to light retail, fine dining or casual dining restaurants; low impact businesses related to tourism and recreation; and low impact businesses providing support activities for the commercial fishing activities; all of which would be appropriate and complementary for a working municipal harbor and waterfront development integrated into the city. For purposes of DEVELOPMENT USE low impact shall include, but shall not be limited to, uses that do not materially, directly or indirectly, impair the natural character of tidelands within the LEASE PREMISES or adjacent thereto, do not interrupt the public use of the tidelands within the LEASE PREMISES or adjacent thereto, do not require filling of tidelands, do not interfere with other harbor activities and operations, do not create noise, odors, environmental hazards or unsightly conditions or do not make a disproportionate demand on infrastructure, utilities and services; and are in compliance with existing zoning regulations or ordinances;

all of which serve a higher public purpose of promoting the public access to and public use of the public trust tidelands and submerged lands and may be referred to collectively as USES.

2.2 LESSOR and LESSEE agree that gambling, gaming operation, games of chance and casinos are not permitted uses under the terms of this LEASE.

2.3 LESSOR and LESSEE agree that any lease to a gaming operation or casino to locate on the LEASE PREMISES or other Public Trust Lands at the Pass Christian Harbor location shall, in addition to all other determinations or permissions of other agencies as required by law, require a first party lease between the casino entity and this LESSOR. The LESSOR, in its sole discretion, shall decide whether or not a casino lease will be offered. The LESSOR shall retain one hundred percent (100%) of the revenues from any casino lease.

2.4 LEASE PREMISES shall not be used in such a manner so as to obstruct normal navigation of any artificial, normal or natural channel.

2.5 If LESSEE fails to make use of the property for the USES defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days notice.

3. CONSIDERATION; PLACE AND TIME OF PAYMENT; PENALTY

3.1 The LESSEE and LESSOR agree:

(a) The LEASE PREMISES contains both submerged lands and fast lands.

(b) To the extent the LEASE PREMISES is operated by the LESSEE for HARBOR USE and is not used or subleased for DEVELOPMENT USE, LESSEE shall be exempt from any use or rental fees pursuant to Miss. Code Ann. §29-15-13 (Supp. 2009).

(c) The LESSEE, in conjunction with the operation of the LEASE PREMISES for HARBOR USE, may rent boat slips for recreational boating, recreational fishing and / or commercial fishing upon such terms and conditions as the LESSEE deems proper and appropriate. The terms and conditions, including the rental and fee amounts, of the boat slip rental agreements between the LESSEE and any occupant of a boat slip (SLIP AGREEMENTS) shall be established by the LESSEE, subject to review, modification and written approval by the LESSOR.

(d) The LESSEE and any sub-lessee shall pay fair and adequate consideration for all DEVELOPMENT USE on the LEASE PREMISES. That fair and adequate consideration shall be fixed by a qualified appraiser chosen by the LESSOR or approved in writing by LESSOR.

3.2 The LESSEE shall be entitled to retain one hundred percent (100%) of revenues from rentals and fees from SLIP AGREEMENTS within LEASE PREMISES, so long as such revenues are used by the LESSEE for the operation, debt service and maintenance cost of the LEASE PREMISES pursuant to the terms provided in Exhibit 1 attached to this LEASE.

(a) All revenues received from SLIP AGREEMENTS shall be deposited in an account specifically established to pay the operations, debt service for capital improvements to the Pass Christian Harbor and maintenance costs in Exhibit 1. Those funds can only be used for the operations, debt service for capital improvements to the Pass Christian Harbor and maintenance costs in Exhibit 1.

(b) All revenues received for SLIP AGREEMENTS and deposited in the above specific account which are not expended in the LEASE YEAR will, at the end of the fiscal year in which the funds were collected, be transferred to LESSOR to be held in a separate capital improvements trust fund account to be held in trust for and benefit of the Pass Christian harbor. Said funds shall be invested as allowed and provided by law. Said funds shall be accumulated to be used for capital improvements and unanticipated operational expenses and may be used for recovery and rebuilding on the LEASE PREMISES after Catastrophic Destruction. Said funds shall be released by the LESSOR for the provided uses upon approved application by the LESSEE. The LESSOR shall provide to the LESSEE a yearly report as to the activity of the capital improvements trust fund account.

(c) LESSEE shall provide LESSOR with a copy of any all budgets or similar documents produced as a result of the USE of LEASE PREMISES contemporaneous with the documents

being produced and shall provide an annual accounting of all income from HARBOR USE, including SLIP AGREEMENTS, and DEVELOPMENT USE and of all expenditures, including operation and maintenance costs and capital improvements.

3.3 All rent paid by LESSEE for DEVELOPMENT USE shall be paid to LESSOR. All revenues received by the LESSEE from subleases for DEVELOPMENT USE shall be divided between the LESSOR and the LESSEE. The LESSEE shall pay thirty percent (30%) of rents and income from subleases for DEVELOPMENT USE to the LESSOR for deposit into the Tidelands Trust Fund. The seventy percent (70%) retained by the LESSEE shall be used as provided in Paragraph 3.2. The LESSEE shall not use, pledge or otherwise encumber any of the rents and income to which the LESSOR may be or become entitled under this LEASE.

3.4 LESSEE shall collect all rents, fees, revenues, compensation and other income due under any sublease of LEASE PREMISES during the course of the fiscal year. Within thirty (30) days of the end of the LESSEE's fiscal year, the LESSEE shall pay to LESSOR all the amounts due to LESSOR under the LEASE. All payments to LESSOR under this LEASE shall be made payable to the order of the Mississippi Secretary of State.

3.5 Within thirty (30) days of the end of the LESSEE's fiscal year, the LESSEE shall provide an accounting of all rents, fees, revenues, compensation, and other incomes obtained pursuant to this LEASE and all expenditures made pursuant to this LEASE.

3.6 Payments may be made by electronic transfer of funds through Automated Clearinghouse ("ACH") to the attention of Accounts Receivable. ACH payment details shall be transmitted to the attention of Accounting Division, via U.S. mail at P.O. Box 136, Jackson, Mississippi 39205 or by courier delivery at 401 Mississippi Street, Jackson, Mississippi 39205, or via fax at (601) 359-2894.

3.7 Alternatively, payments may be made by check and transmitted to the attention of Accounting Division. Check payment shall be sent via U.S. mail to P.O. Box 136, Jackson Mississippi 39205 or by courier delivery to 700 North Street, Jackson Mississippi 39202.

3.8 Any payments for rent shall not be considered made until actually received in the Office of the Secretary of State in Jackson, Mississippi.

3.9 LESSOR and LESSEE agree that any rent paid during the term of this LEASE, whether under this LEASE or any sublease of this LEASE, is non-refundable and LESSEE waives any right or claim it may have to refund of rents paid under the term of this LEASE.

3.10 If any sum required to be paid under this lease is not made within thirty (30) days of the due date, LESSOR shall be assessed and pay a penalty of one percent (1%) per month or any part thereof on any such sum from the date due until paid. The penalty for any such late payment shall each month be added to the unpaid amount and thereafter shall be deemed to be a part of the past due sum. If upon cancellation or termination of this lease for any reason, LESSEE has not paid all sums required to be paid under this lease, said penalty shall continue to be assessed against any sums owed by LESSEE until paid.

3.11 (a) The LESSOR shall have the right to an accounting and audit of the records relating to all rents, fees, revenues, compensation and other income derived from the operations of this LEASE or any or subleases of this LEASE. Notice of said accounting and audit shall be made in writing with five (5) days business notice to the LESSEE at the address provided in this LEASE. The LESSOR shall designate the persons or agencies who shall conduct the accounting or audit.

(b) LESSEE and sublessees shall make available to LESSOR all required documents and information required by its auditors.

4. RENT ADJUSTMENT.

4.1 In all instances where rent shall be due under this LEASE or any sublease, LESSOR shall, at the end of each five (5) year period of the primary term of this LEASE, determine the annual rent for the following five year period in accordance with Miss. Code Ann. §29-1-107(2) (1972) as amended, or such other applicable statute as may then be in effect. For all subleases, the LESSEE as sublessor, subject to the approval of LESSOR, shall perform the duties prescribed by this Paragraph for the LESSOR.

4.2 The adjusted annual rent shall be the greater of the amount determined by the appraisal or as adjusted by the CPI. However, in no event, shall the adjusted annual rent for any five (5) year period of the lease term be less than the amount fixed as the annual rent effective at the beginning of the lease term.

4.3 If LESSOR determines that the rent for the ensuing five (5) year period should be fixed by adjusting the current rent by the increase in the All Urban Consumer Price Index—all items ("CPI"), then LESSOR shall calculate the amount of the rent adjusted by the CPI and notify LESSEE, and the rent for the ensuing five (5) year period shall be fixed as adjusted by the CPI. Said rental amount shall be calculated by multiplying the last effective annual rent in the final year of the preceding five (5) year period by a fraction, having as its numerator the monthly CPI index number for the first calendar month of the five (5) year period during which the adjustment is to take effect, and as its denominator the monthly CPI index number for the first calendar month of the preceding five (5) year period.

4.4 If not adjusted by the CPI, LESSOR shall review and adjust rent by obtaining an appraisal of the fair market rent for LEASE PREMISES from an appraiser of its own choosing and shall furnish LESSEE with a copy of the appraisal. LESSEE may accept the adjusted rent in LESSOR'S appraisal, and the rent for the ensuing five (5) year period shall be fixed at the amount stated in LESSOR'S appraisal.

(a) If LESSEE provides written notice to LESSOR within thirty (30) days after receipt of LESSOR'S appraisal that LESSEE does not agree with the rent determined by LESSOR'S appraiser, LESSEE shall have the right to select an appraiser to conduct a second appraisal of the fair market rent for LEASE PREMISES. Such notice by LESSEE shall not be effective unless the notice contains the name of LESSEE'S appraiser and evidence of a commitment by said appraiser to complete LESSEE'S appraisal within sixty (60) days from the date of LESSEE'S notice to LESSOR. LESSEE'S appraisal shall be completed and a copy

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promptly furnished to LESSOR'S appraiser within sixty (60) days after LESSEE provides the foregoing written notice to LESSOR. LESSOR'S appraiser and LESSEE'S appraiser shall make a good faith effort to resolve any differences in their respective appraisals and, by mutual agreement, fix the annual rent for this LEASE for the ensuing five (5) year period.

(b) If LESSOR'S appraiser and LESSEE'S appraiser cannot agree on the appraised fair market rent for LEASE PREMISES within thirty (30) days after the completion of LESSEE'S appraisal, LESSOR'S appraiser and LESSEE'S appraiser shall select a third appraiser. The third appraiser shall conduct and prepare an independent appraisal of the fair market rent for LEASE PREMISES. The third appraisal of LEASE PREMISES shall be completed and a copy thereof promptly furnished to LESSOR'S and LESSEE'S appraisers within sixty (60) days after the third appraiser is selected. The appraised fair market rent determined by the agreement of any two of the three appraisers within thirty (30) days after completion of the third appraisal shall constitute the rent for the ensuing five (5) year period.

(c) In the event that (i) LESSEE fails to give the proper notice to LESSOR within thirty (30) days after receipt of LESSOR'S appraisal that LESSEE does not agree with the fair market rent determined by LESSOR'S appraiser, or (ii) LESSEE'S appraiser fails to complete his appraisal and furnish a copy to LESSOR'S appraiser within the time allowed, or (iii) the third appraiser fails to complete his/her appraisal and furnish copies to LESSOR'S and LESSEE'S appraisers within the time allowed, or (iv) two of the three appraisers fail to agree on the fair market rent within the time allowed, then the annual rent for the ensuing five (5) year period shall be automatically and finally fixed at the amount set in the appraisal prepared by LESSOR'S appraiser.

4.5 LESSOR and LESSEE each agree to cooperate and use good faith and diligent efforts to complete the foregoing appraisal procedure at the beginning of the five (5) year period for which the adjusted rent is being determined. If for any reason the rent adjustment procedure by appraisal as set forth in Paragraphs 4.4(a)-(c) is not completed prior to the beginning of the ensuing five year period, LESSOR and LESSEE agree that the interim annual rent pending completion of the appraisal procedure shall be equal to the last effective annual rent for the final LEASE YEAR of the preceding five (5) year period as adjusted by the All Urban Consumer Price Index—all items in the manner provided in Paragraph 4.3. If the fair market rent finally fixed by the appraisal procedure is in excess of the interim annual rent, LESSEE shall pay to LESSOR such excess within thirty (30) days after the appraisal procedure is completed.

4.6 LESSOR and LESSEE acknowledge and agree that any appraisal made for the purpose of determining fair market rent for LEASE PREMISES will deduct the value of any improvements owned by LESSEE which substantially enhance the value of LEASE PREMISES.

4.7 Any appraiser employed for purposes of review and adjustment of rent under this LEASE shall be at minimum, State Certified General Real Estate Appraiser, shall be disinterested and shall have no personal interest or bias with respect to LESSOR or to LESSEE or with respect to any of the other selected appraisers. Any such appraiser shall act independently and shall not be compensated on any basis that is contingent on a particular result or outcome or on any action or event resulting from any analysis, opinions or conclusions.

contained in such appraiser's appraisal. Any such appraiser shall act in good faith and in accord with the highest professional standards, and shall endeavor to accurately and fairly determine the true fair market rent for LEASE PREMISES without favor or bias toward the interests of either LESSOR or LESSEE.

4.8 LESSEE and any sublessee agree to furnish financial and income data pertaining to the marina to any appraiser employed to perform appraisals pursuant to the terms and provisions of this LEASE. Information will be furnished for the periods requested by said appraiser.

4.9 In the event LESSOR and LESSEE or any sublessor cannot agree on an adjusted rental amount, the LEASE may be canceled at the option of LESSOR.

5. TAXES, SURVEY COSTS, RECORDING FEES.

5.1 LESSEE covenants and agrees to pay, or require any sublessee to pay, any and all assessed general taxes and special assessments, if ever any there be, applicable to the above described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

6. TRANSFERABILITY OF LEASE.

6.1 LESSEE shall not sublease or otherwise transfer its rights or obligations under this LEASE without prior approval of LESSOR and as provided in this Paragraph.

6.2 LESSEE may enter SLP AGREEMENTS pursuant to Paragraph 3.1(c).

6.3 LESSEE may sublease areas within LEASE PREMISES for DEVELOPMENT USE.

6.4 All subleases shall be subject to the terms of this LEASE shall be submitted to the Secretary of State for approval and shall not be valid or effective prior to or without the written approval of the Secretary of State. No sublease will be approved unless the sublessee has demonstrated to the Secretary of State that the proposed development is economically viable and sustainable and also promotes the public use of the Public Trust Tidelands, which determination and approval shall be at the sole discretion of the Secretary of State. Further, and without limitation, it shall not be deemed arbitrary or unreasonable if Secretary of State refuses permission to a sublease if (a) a sublessee (i) is in default of the provisions of any lease with the State of Mississippi, (ii) is in default of its obligation to pay taxes, (iii) is in violation of any law or regulation of the federal, state or local government; (b) LESSEE is in default of any provision of this LEASE, or (c) the Secretary of State makes his approval conditional on the imposition of additional terms and provisions which the Secretary of State deems reasonable and necessary to protect the public interest, the State of Mississippi or the public trust tidelands.

6.5 LESSOR and LESSEE acknowledge and agree that in order to best promote and

protect the public interest, the City of Pass Christian, the Pass Christian Harbor, the State of Mississippi and the public trust tidelands, the provisions of all subleases should, at a minimum, insofar as may be applicable under the particular circumstances:

(a) Fully conform to comply with all laws, rules and regulations of the State of Mississippi relating to the use or governing the leasing of submerged lands or tidelands that are in force and effect at the time the sublease becomes effective.

(b) Conform to language in other contemporaneous leases of public trust tidelands including but not limited to procedures for setting initial rents, late penalties, appraisers, rent adjustments, definition of permissible uses, lease term extension and renewals, payment of taxes and special assessments, allocation of costs and expenses, transferability of sublease, default, cancellation and forfeiture, use and maintenance of improvements, restrictions on use, catastrophic destruction of LEASE PREMISES and improvements, appropriate indemnities, insurance, right of entry, cancellation of rights and termination, insolvency and bankruptcy of sublessee, and mortgagee protections.

(c) Subject to paragraph 6.5(a), conform to the terms and provision of this LEASE.

6.6 (a) LESSOR and LESSEE agree that all existing lease agreements heretofore entered by LESSEE on or before December 31, 2009, in any way affecting the LEASE PREMISES or other Public Trust Lands at the Pass Christian Harbor location will be made available for review by LESSOR.

(b) LESSOR and LESSEE agree that LESSEE shall continue to receive all rents and income paid under each existing lease agreement until such time as the existing lease agreement is assigned, expires or is otherwise terminated. No existing agreement may be extended beyond its current term under the existing lease agreement. After termination or expiration of any existing lease agreement, continuation thereof shall be by sublease as provided in this LEASE. After assignment or continuation by sublease of any existing lease agreement, rent shall be shared by LESSOR and LESSEE as provided in paragraph 3 of this LEASE.

6.7 LESSEE will provide the LESSOR a final executed and filed copy of every sublease entered into concerning the LEASE PREMISES.

7. PUBLIC ACCESS ASSURED.

7.1 LESSEE agrees to maintain free public access to LEASE PREMISES during the term of the LEASE, subject to rules and regulations reasonably necessary to ensure the safety and convenience of all users.

8. DEFAULT.

8.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum of money including, but not limited to, the payment of any tax, assessment or rent due under this LEASE, then it shall be

lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE and to distraint for any rent, assessment or other sum due under this LEASE at the sole election of LESSOR. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to peaceably surrender possession of LEASE PREMISES to LESSOR in the manner provided in Paragraph 23.4 and Paragraph 23.5. However, nothing herein is to be deemed or construed to mean that LESSOR, in electing one remedy or another available to LESSOR, shall not be permitted to hold LESSEE liable for any unpaid rent, assessment, or other sums due at the time of LESSOR's re-entry and repossession of LEASE PREMISES. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR required for the collection of any sums due under this LEASE. For purposes of this LEASE any ad valorem tax or assessment due any county or municipality applicable to LEASE PREMISES not contested in the manner provided by law under Paragraph 5 shall be deemed to be a liquidated sum.

8.2 LESSEE's default under any other material provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money, as provided in Paragraph 8.1, shall result, at the option of LESSOR, in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE, if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty days (180) shall only be granted upon mutual written agreement of both LESSOR and LESSEE. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR incurred in the enforcement of this Paragraph 8.2.

8.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 8.1 or 8.2, enforcement shall be by proceeding at law or in equity to restrain violation. Such enforcement by proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

8.4 In any action for unlawful detainer commenced by LESSOR against LESSEE by reason of any default hereunder, the reasonable rental value of LEASE PREMISES for the period of the unlawful detainer shall be deemed to be the amount of rent, additional rent and other charges or payments to be made by LESSEE under this LEASE for such period, unless

LESSEE shall prove the contrary by competent evidence.

8.5 If any subleases are in effect at the time of cancellation or forfeiture of this LEASE, then such subleases shall remain in full force and effect, and all rights of LESSEE under said subleases shall accrue to LESSOR.

9. IMPROVEMENTS AND MAINTENANCE, FUTURE DEVELOPMENT.

9.1 LESSOR acknowledges that the improvements which exist on LEASE PREMISES on the effective date of this LEASE or which may be constructed on the LEASE PREMISES by the LESSEE under the terms of this lease are not the property of LESSOR unless forfeited to LESSOR pursuant to Paragraph 23.

9.2 LESSEE will operate and maintain all existing improvements on LEASE PREMISES and will construct, operate and maintain all future improvements on LEASE PREMISES. No material or substantial alteration or addition to the LEASE PREMISES shall be constructed, placed or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

9.3 (a) LESSEE agrees to provide LESSOR a complete set of construction plans prior to the start of construction of any improvements.

(b) LESSEE agrees to provide LESSOR with an "as built" survey and a complete set of "as built" plans showing all improvements, modification or additions.

9.4 LESSEE recognizes that LESSOR has a public interest in establishing and maintaining an attractive view of the waterfront on the Mississippi Sound and the Sand Beach. Accordingly, LESSEE agrees that any improvements or modifications to the LEASE PREMISES shall be constructed and maintained for visual and aesthetic appeal, and that their design and construction shall be subject to LESSOR'S approval. LESSEE agrees that it shall, at all times, maintain said view of the waterfront in a first class manner consistent with the public interests and intentions set forth in this Paragraph 9.4. In no event shall exterior walls of sheet or corrugated iron, steel or other metal or asbestos be permitted, nor shall security or chain link fence or wall be used. Without limitation, LESSEE acknowledges this is a material provision of this LEASE.

9.5 All improvements, modifications or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

9.6 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than

reasonably necessary for completion thereof.

9.7 LESSEE shall not make or permit to be made any alterations, additions or improvements to the LEASE PREMISES without the prior written consent of the LESSOR.

9.8 The provisions of this Paragraph shall be included in all subleases of the LEASED PREMISES.

10. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

10.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste or destruction.

10.2 As provided in the Mississippi Torts Claim Act, the LESSEE shall be liable for any claims or damages arising as a result of a breach of the covenants of Paragraph 10.1 and from all costs, expenses and charges arising there from including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith. This provision shall survive the expiration or termination of this LEASE.

10.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2 or Paragraph 6; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2 or Paragraph 6.

10.4 LESSEE shall not under the terms of this LEASE construct any building, structure or pier of any type on State property adjacent to or adjoining LEASE PREMISES.

10.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

10.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

10.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

11. DISPUTED CLAIM.

11.1 Should a court of competent jurisdiction by a final, non-appealable judgment or court order, determine that title to the LEASE PREMISES is not vested in LESSOR, this LEASE shall be terminated.

11.2 LESSEE and LESSOR agree that this LEASE will not operate as evidence in any judicial action to determine ownership of the LEASE PREMISES.

12. CATASTROPHIC DESTRUCTION.

12.1 In the event of catastrophic destruction by natural causes of any LESSEE owned improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

12.2 In the event of catastrophic destruction by natural causes of any LESSEE owned improvements on the LEASE PREMISES, LESSEE may, but shall not be obligated to, restore or replace any portion of such improvements lost or damaged. The LESSEE may make application to use funds from the capital improvements trust fund account for rebuilding and recovery from Catastrophic Destruction on LEASE PREMISES. However, if such funds existing on the date of the Catastrophic Destruction in the capital improvements trust fund account are not spent within five years of the date of the Catastrophic Destruction, unless extended by agreement in writing by the parties, said funds shall revert to the Public Trust Tidelands Fund.

12.3 LESSOR reserves the right to terminate the LEASE with thirty (30) days notice unless LESSEE notifies LESSOR within one hundred, eighty (180) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, constructs new facilities of same or similar kind as those destroyed, consistent with the uses and terms set forth in this LEASE. The schedule for rebuilding shall provide for the commencement of construction not more than one hundred, eighty (180) days after notice of the intent to rebuild is given and rebuilding shall not exceed one year (1) year from the commencement of construction.

12.4 In the event LESSOR elects to terminate this LEASE under this paragraph, then LESSEE shall be obligated to surrender LEASE PREMISES in a condition at least equal to that at the inception of this LEASE, including removal of debris and LESSEE's improvements or remains of improvements. If LESSEE fails to surrender LEASE PREMISES in the condition required, LESSOR shall have all remedies available to it under Paragraphs 23.4 and 23.5 of this LEASE concerning removal of LESSEE's improvements at LEASE termination.

12.5 In the event LESSOR elects to terminate this LEASE under this paragraph, then

LESSEE shall be obligated to continue LEASE payments until surrender of the LEASE PREMISES pursuant to the terms of paragraph 12.4.

12.6 In the event of catastrophic destruction of any of LESSEE's improvements on LEASE PREMISES, and if LESSEE has business interruption insurance, then the obligations under this LEASE will continue for the period of the business interruption insurance. If the LESSEE has no business interruption insurance and if substantial reconstruction of improvements is begun within one hundred and eighty (180) days after catastrophic destruction, LESSEE shall not be required to make any additional rent payments that come due under this LEASE during the period of time between such catastrophic destruction and the commencement of construction.

12.7 The terms of Paragraph 12 shall be included in and apply to any sublease entered pursuant to Paragraph 6.

13. PROTECTION OF LEASE PREMISES.

13.1 LESSEE and any sublessee of LESSEE shall exercise due diligence in the protection of LEASE PREMISES and other property of LESSOR in the vicinity of the LEASE PREMISES against damage or waste from any and all causes.

13.2 LESSEE shall be responsible for any damages to LEASE PREMISES proximately caused, in whole or part by use of LEASE PREMISES or the activities of LESSEE under this LEASE.

13.3 Sublessees shall be responsible for any damages to LEASE PREMISES proximately caused, in whole or part, by use of LEASE PREMISES or the activities of sublessee under this LEASE or any sublease.

13.4 Neither the LESSEE nor any sublessee shall deposit any refuse, waste or substances regulated under local, state or federal environmental and health laws on LEASE PREMISES. Nor shall LESSEE or any sublessee of LESSEE make any such deposits on, or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to or adjoining LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed to be a material breach of this LEASE or any sublease.

14. INDEMNITY AND HOLD HARMLESS.

14.1 As provided in the Mississippi Torts Claim Act, the LESSEE shall be liable for any claims or damages arising as a result of any and all liability, loss, damages, claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, which may arise or grow out of LESSOR'S reliance upon LESSEE'S representation that LESSEE has the right to occupy the uplands adjacent to SAID PROPERTY and to exercise littoral rights in connection therewith.

15. QUIET AND PEACEFUL POSSESSION.

15.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE is in compliance with the terms and provisions of this LEASE.

16. RIGHT OF ENTRY / INSPECTION RIGHTS.

16.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

16.2 LESSEE grants unto LESSOR rights of ingress and egress to LEASE PREMISES in, over, across and through uplands and facilities on uplands owned or controlled by LESSEE, upon reasonable times, for purposes of entering onto and inspecting LEASE PREMISES.

16.3 In any sublease granted by LESSEE, LESSEE will require that a provision is included granting LESSOR and LESSEE the right of access as provided in Paragraph 16.

17. LESSOR NOT RESPONSIBLE.

17.1 LESSEE assumes full responsibility for the condition of the PREMISES and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects to the LESSEE or to any occupant or to anyone on the LEASE PREMISES who derives his right to be thereon from LESSEE. LESSEE agrees to maintain the LEASE PREMISES in good condition, keeping the structures and equipment located thereon in a good state of repair in the interest of public health and safety.

18. LIABILITY INSURANCE.

18.1 LESSEE shall secure and maintain throughout the term of the lease a liability insurance policy providing coverage in a commercially reasonable amount to be determined by LESSEE against accidents, death or bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES. LESSEE shall annually supply a certificate evidencing said insurance to LESSOR. In the alternative, LESSEE shall secure and maintain throughout the term of the lease a policy of liability coverage from the Mississippi Municipal Liability Plan or any similar group approved pursuant to MISS. CODE ANN. §11-46-1, et seq. (Supp. 2009), providing coverage in the amount legally required against accidents, death, bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES.

18.2 In any sublease granted by LESSEE, LESSEE will require that a provision is included providing the sublessee will maintain commercially available insurance in an amount approved by LESSOR and provide proof to the LESSOR in a manner similar to Paragraph 18.1.

19. RESERVATION OF MINERAL RIGHTS.

19.1 LESSEE further covenants and agrees that this lease and interest of LESSEE shall not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

20. WAIVER NOT A DISCHARGE.

20.1 No failure, or successive failures, on the part of LESSOR to enforce any term or provision of this LEASE, nor any waiver or successive waivers by LESSOR of any term or provision of this LEASE, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same in the event of subsequent or continuing breach or breaches or upon any renewal thereof.

21. NOTICE.

21.1 (a) All notifications or submissions required under the terms of this LEASE shall be made by U.S. Mail or by rapid delivery courier service to the parties at the following addresses:

Secretary of State:

Assistant Secretary of State
Public Lands Division

(By U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

(By courier)
700 North Street
Jackson, Mississippi 39207

Telephone: (601) 359-6373
Facsimile: (601) 359-461

City of Pass Christian

Attention: Mayor.

(By U.S. Mail)
Post Office Box 368
Pass Christian, Mississippi 39571

(By courier)
200 W. Scenic Drive
Pass Christian, Mississippi 39571
Telephone: 228-452-3311

(b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

21.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 21, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

22. LAWS OF MISSISSIPPI TO GOVERN.

22.1 This LEASE and any sublease of this LEASE are to be governed by the laws of the State of Mississippi, both as to interpretation and performance.

22.2 Jurisdiction and venue shall be as provided by law.

23. CANCELLATION OR TERMINATION OF LEASE.

23.1 Except as provided in Paragraph 11, in the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

23.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 23 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

23.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

23.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 23.

23.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Manner of removal, sale and price for materials and equipment shall be in the sole discretion of LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs, LESSEE shall be liable for such deficiency.

23.6 LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR incurred in the enforcement of this Paragraph 23.

24. MISCELLANEOUS.

24.1 As a condition precedent to the exercise of any right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors and its assigns to faithfully and timely comply with all the terms and provisions of this LEASE.

24.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

24.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE.

24.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

24.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

24.6 In executing this LEASE, LESSOR is relying on a survey and/or legal description as agreed to by the LESSEE.

24.7 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda or understanding with respect to the subject matter hereof.

24.8 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of the City of Pass Christian, and that this

LEASE is binding upon the City of Pass Christian in accordance with its terms. LESSEE shall, at LESSOR'S request, deliver a certified copy of its Board's resolution authorizing said execution.

25. DEFINITIONS.

25.1 DEVELOPMENT USE shall have the meaning set forth in Paragraph 2.1(b).

25.2 HARBOR USE shall have the meaning set forth in Paragraph 2.1(a).

25.3 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Pass Christian, effective January 1, 2010, for certain surface lands, submerged lands or tidelands referred to as LEASE PREMISES.

25.4 LEASE PREMISES shall mean those submerged lands and fast lands constituting the Pass Christian Harbor and adjacent lands, including the Original, Existing or West harbor and the Proposed, New or East harbor, as described in Exhibits 2-A, 2-B, 3-A and 3-B, and situated along the south side of the toe of the seawall located south of US Highway 90 in the vicinity of located within Section 25, Township 8 South, Range 13 West, City of Pass Christian, First Judicial District of Harrison County, Mississippi.

25.5 LEASE YEAR begins on the calendar date the LEASE becomes effective and each succeeding anniversary date, and extends for 365 days, but in the case of leap years, extends for 366 days.

25.6 LESSEE shall mean City of Pass Christian, Mississippi.

25.7 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

25.8 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

25.9 SECONDARY TERM shall have the meaning set forth in Paragraph 1.2.

25.10 SLIP AGREEMENT shall have the meaning set forth in Paragraph 3.1(c).

25.11 USES shall have the meaning set forth in Paragraph 2.1 herein.

IN WITNESS WHEREOF, this lease is executed by LESSOR and LESSEE, this the 10th day of August, 2010.

LESSEE
CITY OF PASS CHRISTIAN
BY: [Signature]
Print Name Lee C. P. P. McDermott
Office MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 10 day of August, 2010, within my jurisdiction the within named Lee Chipper McDermott, personally known to me to be the Mayor of the CITY OF PASS CHRISTIAN, MS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said county, on the date and for the purposes therein stated, being first duly authorized to so do.

[Signature]
NOTARY PUBLIC

My Commission Expires:
January 13, 2012



LESSOR:
STATE OF MISSISSIPPI
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

BY: [Signature]
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 10 day of August, 2010, within my jurisdiction the within named C. DELBERT HOSEMANN, JR, personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

Lauren Armstrong
NOTARY PUBLIC

My Commission Expires:
9-28-2012



APPROVED BY THE GOVERNOR of the State of Mississippi on the 21st day of September 2010

Halley Barbour
HALEY BARBOUR, GOVERNOR

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 21st day of Sept., 2010 within my jurisdiction the within named HALEY BARBOUR, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

Bethany J. Bryant
NOTARY PUBLIC

My Commission Expires:



PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 1

1. Harbor operation and maintenance costs for which the revenues from USE of the LEASE PREMISES (the "Revenues") may be used shall be paid from a separate fund and shall be accounted for thru separate accounts and accounting registers.

2. The Revenues may be used by the LESSEE for the following expenses:

a. Salaries: Reasonable salaries for employees, to include the harbor master, and others solely dedicated to the operation and maintenance of the Harbor can be paid from the Revenues. All employees paid from the Revenues shall be detailed only for harbor operations and maintenance and shall be designated and identified in the city of Pass Christian's personnel roster or employment chart. If employees who are assigned operation and maintenance duties at the Harbor are also detailed or assigned other non-Harbor duties, accurate duty assignment records and time records will be maintained to support the salaries paid from the Revenues.

b. Employee Benefits: Normal and usual employee benefits associated with a compensation package or which are normally and regularly paid by an employer if a part of a compensation plan use by a government entity of the State of Mississippi, to include employee related retirement benefits, medical insurance benefits, and life insurance benefits; taxes normally and usually assess to an employer to include worker's compensation insurance, unemployment insurance, and social security payments can be paid from the Revenues. Withholdings which are normally and usually paid from the employee's earnings may not be paid from the Revenues. If employees who are assigned operation and maintenance duties at the Harbor are also detailed or assigned other non-Harbor duties, accurate duty assignment records and time records will be maintained to support the benefits paid from the Revenues.

c. Vehicles, Machinery and Equipment: Reasonable expenses related to vehicles, machinery and equipment which are detailed only to the operations and maintenance of the harbor may be paid from the Revenues. Vehicles shall be those which are necessary and essential for harbor operations and maintenance, and may not be used for personal or non-business reasons. Vehicles cannot be provided for employee transportation to and from work. Machinery and equipment must be dedicated to the repair and upkeep of the harbor, to include bulkheads, piers, utilities, safety devices, landscape adjacent to and in the immediate vicinity of the harbor, and buildings at the harbor and related to harbor operations. Mileage for use of personal vehicle cannot be paid from the revenues; any off site (away from the harbor) travel can be accomplished in harbor dedicated vehicles. Equipment can include a limited number of city owned small boats and necessary motors in order to access harbor areas from the water for the purpose of maintenance and repair.

d. Fuel & Oil: Reasonable expenses for fuel and oil which are related to vehicles, machinery and equipment used in the operations and maintenance of the harbor as detailed on this Exhibit can

be paid from the Revenues. Fuel and oil paid from the Revenues is solely for the operations and maintenance and is not for use by any vehicle or boat not owned by the city of Pass Christian for harbor use and cannot be sold to any person.

e. **Maintenance & Repairs:** Reasonable expenses related to the maintenance and repairs of the harbor and related facilities and equipment can be paid from the Revenues. Maintenance and repairs must be related to the repair and upkeep of the harbor, to include harbor buildings, bulkheads, boat launches, piers and docks, utilities, office equipment, safety devices, landscape adjacent to and in the immediate vicinity of the harbor.

f. **Utilities:** Reasonable expenses for gas, electricity and sewer directly related to the operations of the harbor master's office and related facilities and equipment, piers and docks, boat launches, safety equipment and operations, and other operation and maintenance activities directly related to the harbor can be paid from the Revenues. Utilities associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues. Such costs associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues unless such costs are collected as a separate portion or part of the berth or slip rental. If so, then the amount collected as a separate portion of the berth or slip rental will fully cover the rental's associated utilities cost.

g. **Telephone:** Reasonable expenses for telephones, facsimile devices, computer services, marine radios, and other similar communication devices and services directly related to the operations of the harbor, to include those services and items necessary for the efficient operations of the harbor master's office can be paid from the Revenues. Such costs associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues unless such costs are collected as a portion or part of the berth or slip rental. If so, then the amount collected as a portion of the berth or slip rental will fully cover the rental's associated cost. Cellular telephone equipment and service shall not be paid from the Revenues, except that the harbor master and all harbor related personnel can be provided cellular equipment and service for harbor business only. All communication service provided to the harbor operations or to the harbor master will be monitored via a call log or call report obtained from the service provider.

h. **Garbage:** Reasonable expenses for refuse collection or garbage service directly related to harbor operations can be paid from the Revenues. Such collection or service associated with boats berthed in the harbor's rental slips cannot be paid for from the Revenues unless such costs are collected as a separate portion or part of the berth or slip rental. If so, then the amount collected as a separate portion of the berth or slip rental will fully cover the rental's associated cost. The harbor can provide the necessary refuse collection cans in order to maintain an attractive, safe and sanitary location.

i. **Insurance:** Reasonable expenses for harbor building and building, contents and equipment insurance related to the operations and maintenance of the harbor can be paid from the Revenues. Insurance for any other operations or purposes in the harbor vicinity, except insurance to meet the requirements of Paragraph 16 and paragraph 2.b of this exhibit, are not allowable expenses to be paid from the Revenues, without prior written consent of the Secretary of State.

j. **General Office Supplies:** Reasonable expenses for general office expenses, including office

supplies such as paper, pens, pencils, notebooks, registers, log books, receipt books and stamp pads and stamp markers; office furniture such as desk, chairs, lights and filing cabinets; and miscellaneous items such as light bulbs, clocks, calendars, cleaning supplies and cleaning equipment, all of which must be rationally related to and are in fact used for the operations and maintenance of the harbor can be paid from the Revenues.

k. Debt Service: Debt Service related to obligations entered by the LESSEE for maintenance and improvements to the Pass Christian harbor located on the LEASE PREMISES can be paid from the Revenues. Debt service should be in an amount which can be amortized no longer than twenty (20) years by anticipated revenue from SLIP AGREEMENTS which is an excess of the yearly expenses anticipated in Paragraph 2 (a) thru (j).

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 2-A

PARCEL A (Submerged Lands of the Original, Existing or West Harbor):

All of the bottom lands situated and being located within the confines of the Pass Christian Harbor, less those bottomlands previously leased by the Secretary of State to the Pass Christian Yacht Club, Inc. (Deed Book 1322, Page 232) and being part of the Charles Asmard Claim, Section 25, Township 8 South, Range 13 West, City of Pass Christian, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the northerly end of the concrete bulkhead that borders the easterly confines of the Pass Christian Harbor and being the intersection of said bulkhead with the mean high water line of the northerly shoreline of the Pass Christian Harbor, said Point of Beginning having Grid Coordinates of North 296057.13 and East 853915.35 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run from said Point of Beginning the following courses and distances along the said bulkhead that borders the easterly confines of the Pass Christian Harbor: South 18 degrees 51 minutes 39 seconds East 272.26 feet; thence run South 18 degrees 18 minutes 31 seconds East 65.87 feet; thence run South 15 degrees 02 minutes 32 seconds East 33.21 feet; thence run South 10 degrees 46 minutes 48 seconds East 85.71 feet; thence run South 02 degrees 55 minutes 47 seconds East 173.19 feet; thence run North 88 degrees 38 minutes 57 seconds East 6.15 feet; thence run South 03 degrees 12 minutes 10 seconds East 65.06 feet to a bulkhead along the northerly border of a boat launch; thence run North 79 degrees 52 minutes 45 seconds East 4.43 feet along the bulkhead running along the said boat launch; thence run North 41 degrees 42 minutes 34 seconds East 26.69 feet along the bulkhead running along the said boat launch; thence run South 48 degrees 17 minutes 26 seconds East 49.58 feet across the easterly end of said boat launch to a bulkhead on the northerly line of property leased to the Pass Christian Yacht Club (Public Trust Tidelands Lease / Deed Book 1322, Page 220); thence run South 41 degrees 57 minutes 52 seconds West 60.44 feet along said bulkhead and lease line to the end of said bulkhead and the Northeast corner of a bottomland lease parcel to the Pass Christian Yacht Club (Deed Book 1322, Page 232); thence continue South 41 degrees 57 minutes 52 seconds West 329.51 feet along the north line of said lease parcel to the Northwest corner of said lease parcel; thence run South 53 degrees 12 minutes 16 seconds East 126.75 feet along the westerly limits of said lease parcel to the northerly margin of a concrete breakwater; thence run South 80 degrees 02 minutes 21 seconds West 297.68 feet along said breakwater to the mouth or entrance into the Pass Christian Harbor; thence run North 06 degrees 27 minutes 02 seconds East 85.58 feet across the mouth or entrance into the Pass Christian Harbor to a point on the northerly margin of a breakwater; thence run South 89 degrees 37 minutes 31 seconds West 583.52 feet along the northerly margin of said breakwater to the Southwest corner of the Pass Christian Harbor and to a concrete bulkhead that borders the westerly confines of the Pass Christian Harbor; thence run the following courses and distances along the said bulkhead that borders the westerly confines of the Pass Christian Harbor: North 11 degrees 12 minutes 32 seconds West 30.35 feet; thence run North 15 degrees 23 minutes 11 seconds West 213.54 feet;

thence run North 16 degrees 00 minutes 42 seconds West 117.89 feet; thence run North 15 degrees 06 minutes 31 seconds West 138.52 feet; thence run North 19 degrees 53 minutes 39 seconds West 14.50 feet; thence run North 28 degrees 38 minutes 53 seconds West 13.06 feet; thence run North 48 degrees 01 minutes 37 seconds East 2.09 feet; thence run North 15 degrees 44 minutes 50 seconds West 127.21 feet; thence run North 16 degrees 17 minutes 23 seconds West 104.54 feet to the intersection of the bulkhead that borders the westerly confines of the Pass Christian Harbor with the mean high water line of the northerly shoreline of the Pass Christian Harbor; thence run generally Easterly 1082 feet, more or less, along the meandering mean high water line of the northerly shoreline of the Pass Christian Harbor to the Point of Beginning and containing 22.22 acres, more or less.

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 2-B

PARCEL B (Fast Lands of the Original, Existing or West Harbor):

All of the uplands located adjacent to the bottom lands situated and being located within the confines of the Pass Christian Harbor, being the submerged lands described in Parcel A, and less those parcels previously leased by the Secretary of State to the Pass Christian Yacht Club, Inc. (Deed Book 1322, Page 232) and being part of the Charles Asnard Claim Section, Township 8 South, Range 13 West, City of Pass Christian, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Beginning at the intersection of the seawall and Market Street at the CFX, said Point of Beginning having Grid Coordinates of North 296161.72 and East 853924.22 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run from said Point of Beginning the following courses and distances along the said East boundary of Market Street, South 20 degrees 21 minutes 18 seconds East 361.75 feet; thence run South 20 degrees 21 minutes 18 seconds East 225.43 feet to IRF; thence run South 41 degrees 57 minutes 52 seconds West 329.51 feet; thence run South 53 degrees 12 minutes 16 seconds East 126.75 feet; thence run South 80 degrees 02 minutes 21 seconds West 297.68 feet along a concrete breakwater; thence run North 06 degrees 27 minutes 02 seconds East 85.58 feet; thence run South 89 degrees 37 minutes 31 seconds West 583.52 feet along the concrete breakwater and continuing West 255 feet more or less along the concrete bulkhead; thence West North West 50 feet more or less along the concrete breakwater; then North West 50 feet more or less to the south edge of the Rip Rap, thence North West along the Rip Rap on the West side of the parking lot marking the mean high tide line 265 feet more or less to the North end of the Rip Rap at a point 285 feet from the concrete bulkhead of the harbor parallel with the seawall and 480 feet south of the seawall more or less; thence from said point north 480 feet more or less to the seawall thence running east along said seawall 1,380 feet more or less to the point of beginning, less and except all the bottom lands contained in Parcel A, the harbor areas; and less and excepted the lands leased to the Pass Christian Yacht Club (Public Trust Tidelands Lease / Deed Book 1322, Page 220), and containing 4.49 acres, more or less.

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

EXHIBIT 3-A

PARCEL A (Submerged Lands of the Proposed, New or East Harbor):

A PARCEL OF LAND SITUATED IN THE CHARLES ASMAND CLAIM SECTION, SECTION 25, TOWNSHIP 8 SOUTH, RANGE 13 WEST, CITY OF PASS CHRISTIAN, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST MARGIN OF MARKET STREET AND THE SOUTH MARGIN OF U.S. HIGHWAY 90; THENCE N74° 27' 26"E A DISTANCE OF 139.23 FEET TO A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL; THENCE N70° 11' 18"E A DISTANCE OF 82.61 FEET TO ANOTHER CHISELED "X" MARK IN THE CENTERLINE OF SAID SEAWALL FOR THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF THE SEAWALL BEING A CURVE TO THE LEFT HAVING A CHORD BEARING OF N64° 31' 21"W A RADIUS OF 1875.88 FEET AND AN ARC LENGTH OF 288.30 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N60° 07' 11"E A DISTANCE OF 538.48 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N62° 37' 33"E, A RADIUS OF 2300.0 FEET AND A ARC LENGTH OF 201.20 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N65° 07' 55"E A DISTANCE OF 468.83 FEET OVER AND THROUGH A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT A CHORD BEARING OF N65° 55' 29"E, A RADIUS OF 2793.93 FEET AND AN ARC LENGTH OF 126.82 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE S20° 17' 00"E A DISTANCE OF 1737.36 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE S69° 44' 17"W AND A DISTANCE OF 880.45 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N76° 15' 31"W A DISTANCE OF 940.07 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE MEANDERING NORTH EASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 617 FEET MORE OR LESS TO A POINT ON THE MEAN LOW WATER LINE, THENCE N22° 37' 27"W A DISTANCE OF 51.28 FEET TO A FOUND IRON ROD; THENCE N20° 20' 33"W A DISTANCE OF 469.32 FEET TO THE SAID POINT OF BEGINNING, CONTAINING APPROXIMATELY 57.18 ACRES.

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF PASS CHRISTIAN, MISSISSIPPI

(Pass Christian Harbor)

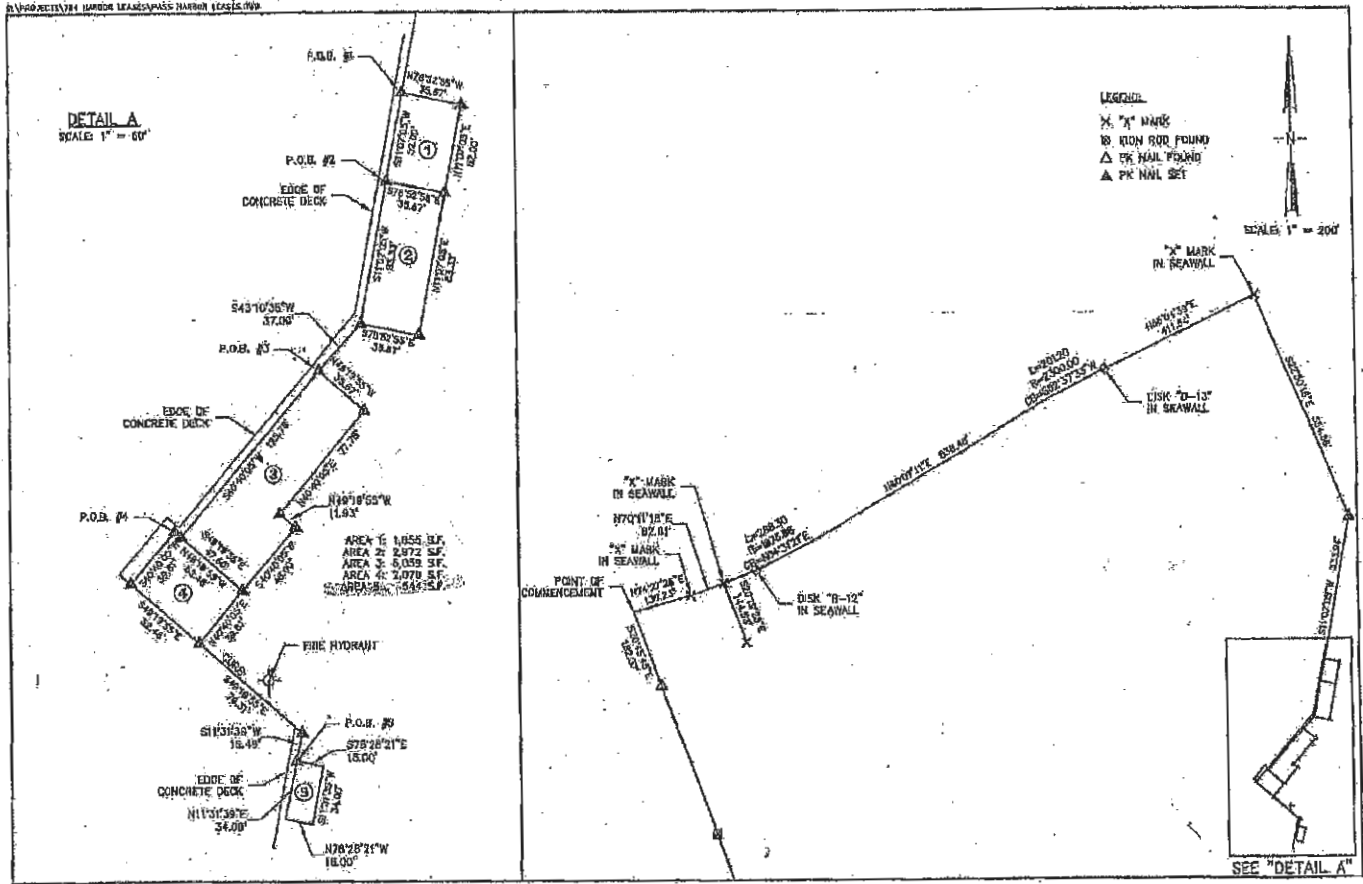
EXHIBIT 3-B

PARCEL B (Pram Beach of the Proposed, New or East Harbor):

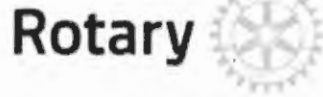
A PARCEL OF LAND SITUATED IN THE CHARLES ASMAND CLAIM SECTION, SECTION 25, TOWNSHIP 8 SOUTH, RANGE 13 WEST, CITY OF PASS CHRISTIAN, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE INTERSECTION OF THE EAST MARGIN OF MARKET STREET AND THE SOUTH MARGIN OF U.S. HIGHWAY 90; THENCE N74° 27' 26"E A DISTANCE OF 139.23 FEET TO A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL; THENCE N70° 11' 18"E A DISTANCE OF 82.61 FEET TO ANOTHER CHISELED "X" MARK IN THE CENTERLINE OF SAID SEAWALL FOR THE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF THE SEAWALL BEING A CURVE TO THE LEFT HAVING A CHORD BEARING OF N64° 31' 21"W A RADIUS OF 1875.88 FEET AND AN ARC LENGTH OF 288.30 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N60° 07' 11"E A DISTANCE OF 538.48 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING OF N62° 37' 33"E, A RADIUS OF 2300.0 FEET AND A ARC LENGTH OF 201.20 FEET TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE N65° 07' 55"E A DISTANCE OF 468.83 FEET OVER AND THROUGH A CHISELED "X" MARK IN THE CENTERLINE OF THE SEAWALL TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE ALONG A CURVE TO THE RIGHT A CHORD BEARING OF N65° 55' 29"E, A RADIUS OF 2793.93 FEET AND AN ARC LENGTH OF 126.82 TO A POINT ON THE CENTERLINE OF SAID SEAWALL; THENCE S20° 17' 00"E A DISTANCE OF 1737.36 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE S69° 44' 17"W AND A DISTANCE OF 880.45 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N76° 15' 31"W A DISTANCE OF 940.07 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE MEANDERING SOUTH WESTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 23 FEET MORE OR LESS TO A POINT ON THE MEAN LOW WATER LINE AND THE POINT OF BEGINNING, THENCE S76° 15' 31"E A DISTANCE OF 46.65 FEET TO A POINT IN THE MISSISSIPPI SOUND; THENCE S3° 35' 14"W A DISTANCE OF 152.79 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N86°24'46"W A DISTANCE OF 150.86 FEET TO A POINT IN THE MISSISSIPPI SOUND, THENCE N20°08'13"W A DISTANCE OF 78.29 FEET TO A POINT ON THE MEAN HIGH WATER LINE; THENCE MEANDERING NORTH EASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 165 FEET MORE OR LESS TO SAID POINT OF BEGINNING, CONTAINING APPROXIMATELY 0.44 ACRES.

Exhibit B



- Area 1 - Kimball Seafood
- Area 2 - Previously Forte
- Area 3 - Stella Marris
- Area 4 - Stella Marris
- Area 5 - Fuel Dock



ROTARY CLUB OF PASS CHRISTIAN
P.O. Box 88
Pass Christian, Mississippi 39571



Dear Friend,

The **Rotary Club of Pass Christian** will hold Paddle the Bay as its 2026 fundraiser from 8 AM to 1 PM on **Saturday, June 13, 2026** at the Henderson Point Park in Harrison County at the base of the Bay Bridge in Pass Christian. This will be the Club's main fundraiser and helps support the club's many good works in our local community.

Please help us celebrate 102 years in the Pass! Join us for this year's event, which will feature food, music and a silent auction. Participants can paddle around Mallini Bayou or across the Bay at any time. We will have spotter boats along the bay route between the Highway 90 and railroad bridges. Each participant will get sponsors in order to participate in the event. Your support is appreciated through monetary sponsorship; silent auction donations; food/beverage donations; or gift cards (used to purchase supplies). In keeping our overhead low, we will have more funds to support projects which benefit our community.

The **Rotary Club of Pass Christian**, founded in 1924, is the oldest service organization in Pass Christian and was one of the first 200 Rotary Clubs chartered. Rotary currently has 1.4 million Rotarians in 46,000 Rotary Clubs.

The **Rotary Club of Pass Christian's** heart is the Pass and for 102 years we have been active in normal and in challenging times. Following Hurricane Katrina, we helped restore normalcy in the Pass with the building of houses; the purchasing of city vehicles, playground facilities, technology equipment for the library; and the constructing and maintenance of the **Dayton Robinson Scout Hut**.

Our 2025-2026 Rotary year has been filled with on-going and new projects, including:

- ◆ Supporting (since 1926) Pass Christian (PC) **Boy Scout Troop 316** paying building maintenance;
- ◆ Providing 150 children with Christmas toys through our **Doll & Toy Fund**;
- ◆ Providing funds to the *Pass Christian School District (PCSD)*, PC Police Dept and PC Fire Dept as needed;
- ◆ Providing 3 district grants to PCSD, *The LAD Project* and the PC Boys & Girls Club.
- ◆ Monetarily supporting Pass Christian Food Pantry, *Gone Fishing Ministries* & the Pass Christian Library;
- ◆ Awarding scholarships for graduating Pass Christian High School seniors;
- ◆ Recognition of *Outstanding Citizen of Pass Christian*, *City Employee*, and *Outstanding Educator*;
- ◆ Providing dictionaries to all third graders at our local elementary schools;
- ◆ Aiding financially with *PCHS Pass Backs* food distribution & stocking of the student food pantries;
- ◆ Spearheading campaigns to provide *PCSD* families with Thanksgiving food & clothing;
- ◆ Providing scholarships to children attending the *Boys and Girls Club* programs & *RYLA* scholarship;
- ◆ Providing funds to support the *PCSD "Pirate Excellence Gala"* and supporting the Interact high school program.
- ◆ Providing funds to support *The LAD Project* to educate and empower the youth of Pass Christian.
- ◆ Providing funds for disaster relief to Jamaica, Texas flood area, North Carolina and local families as well.
- ◆ Providing funds to support local community events such as St. Paul Carnival Association, Live Oak Cemetery tour, Christmas in the Pass, Pirate Palooza, Art in the Pass and many more.

<https://secure.givelively.org/donate/the-rotary-charity-trust-fund/2026-rotary-of-pass-christian-paddle-the-bay>

Thank you so much for your continued support of the **Rotary Club of Pass Christian**.

Sincerely,

Jeff Moore
 President, 2025-2026

Paul Ellis (228) 343-1559
 Marshall Smith (228) 493-3305
 Paddle the Bay Chairmen

The **Rotary Charity Trust Fund** is a 501c3 organization: EIN (Tax ID): 640627579.

**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: 5/22/24 Time: 2:30 By: Amber Carter

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: Prescott Williams REI LLC

Organization Address 9057 Firetower Rd. Pass Christian MS. 39571

Organization Agent: Prescott Williams Title: C.E.O.

Phone: 228-234-2181 Work Home 228-234-2181 During event 228-234-2181

Agent's Address 9057 Firetower Rd Pass Christian Ms. 39571

Agent's E-Mail Address prescottwilliams33@yahoo.com

Event Name: 3rd Annual Church Street Basketball Tournament

Please give a brief description of the proposed special event: 18+ five on five basketball tournament at church street park

Event Day(s) & Date(s): June 27, 2026 Event Time(s): 3:00pm - 7:00pm

Set-Up Date & Time: June 27, 2026 Tear-Down Date & Time: June 27, 2026

Event Location: Church street Basketball park

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

How many years has this event occurred? 2

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: N/A through Date/ Time N/A

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? 100 people

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? _____

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.)
NO assistance needed

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Pass Christian as an additional insured party with subrogation waived on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

This event has been classified as a low hazard event the past two years and insurance has been waived.

NO events have occurred and individual waivers are signed by the players.
CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Pass Christian as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor. *could it be waived this year as well*

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Pass Christian with a Certificate of Insurance which names the City of Pass Christian as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

TTW
Jan: May 22, 2026
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: CITY CLERK'S OFFICE – 200 West Scenic Drive, - PASS CHRISTIAN, MS. 39571.

Event Title: _____

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.: <i>Misty Miller</i>	Recommend	Approval:	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Fire Dept.: <i>Bayo #71</i>	Recommend	Approval:	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Public Works: <i>N/A</i>	Recommend	Approval:	<input type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Traffic Eng.: <i>N/A</i>	Recommend	Approval:	<input type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Parks/REG: <i>Brett Benz</i>	Recommend	Approval:	<input checked="" type="radio"/> YES	<input type="radio"/> 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: _____

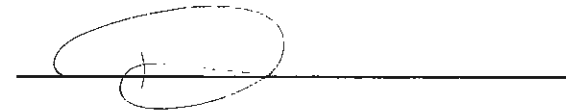
Pass Christian Event Indemnity and Hold Harmless Agreement

The undersigned User hereby agrees to defend, indemnify and hold harmless the 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 City streets, facilities or adjacent areas in the City of Pass Christian.



User Name

Date: May 22, 2024



Witness

L.
Carter

**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: 5/22/24 Time: 2:30 By: AMBER CARTER

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: Impact Our Youth

Organization Address 9057 Firetower Rd. Pass Christian Ms 39571

Organization Agent: Prescott Williams Title: President

Phone: 228-234-2181 Work Home 228-234-2181 During event 228-234-2181

Agent's Address 9057 Firetower Rd Pass Christian Ms. 39571

Agent's E-Mail Address prescottwilliams33@yahoo.com

Event Name: Impact our Youth 7th Annual School Supply Giveaway

Please give a brief description of the proposed special event: An annual event at Floitas Basketball park where free bookbags and school supplies are given away completely for free

Event Day(s) & Date(s): July 11, 2026 Event Time(s): July 11, 2026

Set-Up Date & Time: July 11, 2026 - 1300 Tear-Down Date & Time: July 11, 2026 - 1500

Event Location: Floitas Avenue Basketball park

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

How many years has this event occurred? 7

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: N/A through Date/ Time N/A

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:
N/A

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 N/A

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? 150

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? _____

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.)
N/A

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Pass Christian as an additional insured party with subrogation waived on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

It has been a low hazard event the past seven years.

We do not setup a line and children just come through and grab

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Pass Christian as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

their supplies and booth

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Pass Christian with a Certificate of Insurance which names the City of Pass Christian as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

May 22, 2026
Date

[Signature]
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to: CITY CLERK'S OFFICE – 200 West Scenic Drive, - PASS CHRISTIAN, MS. 39571.

Event Title: _____

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.: <i>Misty Miller</i>	Recommend	Approval:	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
<i>02/26/17</i>					
Fire Dept.: <i>Chief Woodman</i>	Recommend	Approval:	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Public Works: <i>N/A</i>	Recommend	Approval:	<input type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Traffic Eng.: <i>N/A</i>	Recommend	Approval:	<input type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$
Parks/REG: <i>Brett Beatz</i>	Recommend	Approval:	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Est. Economic Impact: \$

Have businesses been notified for street closures?: YES NO *N/A*

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance /Indemnification Received: _____

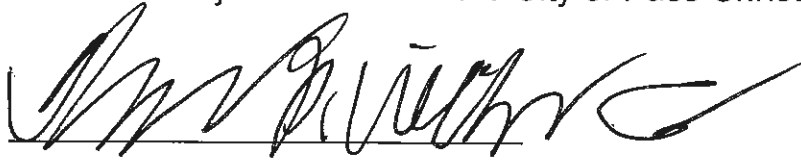
Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

Pass Christian Event Indemnity and Hold Harmless Agreement

The undersigned User hereby agrees to defend, indemnify and hold harmless the 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 City streets, facilities or adjacent areas in the City of Pass Christian.



User Name

Date:

May 22, 2026



Witness

E-4
b.2.2b

**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: _____ Time: _____ By: _____

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: Gulf Coast Running Club

Organization Address P.O. Drawer 3569 Gulfport Ms. 39505

Organization Agent: Leonard Vergunst Title: Race Director

Phone: 228-380-7037 Work Home same During event same

Agent's Address 304 Minchek Rd. Ocean Springs, MS. 39564

Agent's E-Mail Address leonardvergunst@gmail.com

Event Name: Summer Beach 5K Run - 38th Annual

Please give a brief description of the proposed special event: Non profit social 5K run/walk starting & finishing at War Memorial Park

Event Day(s) & Date(s): August 1, 2026 Event Time(s): 8am

Set-Up Date & Time: 7am Tear-Down Date & Time: 9:30am

Event Location: War Memorial Park on Second St.

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

How many years has this event occurred? 37 years

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Pass Christian as an additional insured party with subrogation waived on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

2 Million Coverage

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Pass Christian as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Pass Christian with a Certificate of Insurance which names the City of Pass Christian as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

5-26-26

Date

Leonard Vergara

Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE – 200 West Scenic Drive, - PASS CHRISTIAN, MS. 39571.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER Insurance Management Group 9810 Lime Road, Suite 102 Fort Wayne IN 46818	CONTACT NAME: Tabitha Messersmith PHONE (A/C No. Ext.): (260) 338-2434 FAX (A/C No.): (765) 664-0781 EMAIL ADDRESS: tmessersmith@imgt.com	INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: INSURER D: INSURER E:
---	--	--

INSURED: Road Runners Club of America/2025 and Its Members
 100 W Jefferson Street
 Suite 202
 Falls Church VA 22046

COVERAGES **CERTIFICATE NUMBER:** 2M Club Liability 2026 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
						PER OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis		AH0003450335262	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Abuse and Molestation \$ 2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000	
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AH0003450335202	12/31/2025	12/31/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTHER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	Medical Professional Liability (\$250 Deductible/Claim)		AID0003450335802	12/31/2025	12/31/2026	Medical Expense \$10,000 AD & Specific Loss \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

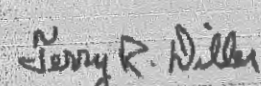
RRCA Club Member
 Issue date: 01/05/26

CERTIFICATE HOLDER

Gulf Coast Running Club
 PO Box 3589
 Gulfport MS 39505-3589

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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: August 1 8am through Date/ Time August 1 9:30am

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? 200 runners
walkers

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

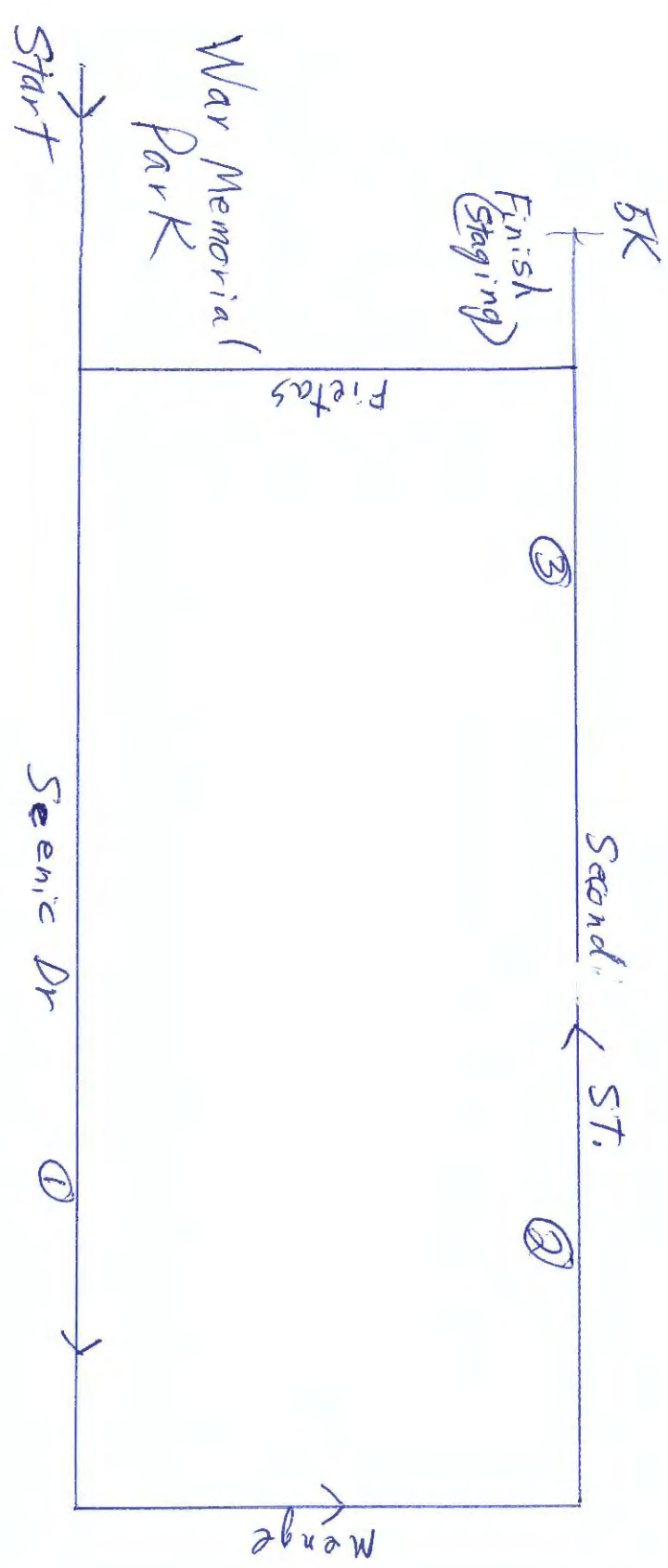
If yes, you are required to obtain a permit through the City Clerk's Office.

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

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.)
Police assistance with traffic at Menge Road intersections Ave.

Summer Beach 5K
August 1, 2026



Event Title: Summer Beach 5K Run

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:	<input checked="" type="radio"/> YES <input type="radio"/> NO	Est. Economic Impact: \$
Fire Dept.:	Recommend	Approval:	<input checked="" type="radio"/> YES <input type="radio"/> 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: _____

**Pass Christian Event
Indemnity and Hold Harmless
Agreement**

The undersigned User hereby agrees to defend, indemnify and hold harmless the 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 City streets, facilities or adjacent areas in the City of Pass Christian.

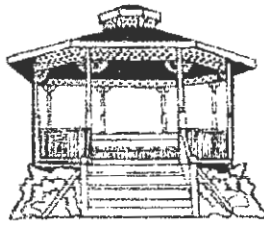
Leonard Vergunst
Gulf Coast Running Club

User Name

Date:

5-26-26

Witness



City of Pass Christian
On the Mississippi Gulf Coast

Special Event Application Checklist

This checklist is provided to assist applicants in ensuring all required components of the Special Event Application are complete prior to submission. Applications must be received at least ninety (90) days before the first day of the event.

Map or Site Sketch showing:

- Event area layout
- Street closures / parking areas
- Vendor locations
- Emergency vehicle access lane
- Mapped Routes (for parades, runs, etc.)
 - Route details with turns and traffic lanes indicated

Insurance

- Proof of Insurance (minimum \$500,000 coverage)
- City of Pass Christian named as additional insured
- Subrogation waived

Event Details

- Event Schedule (setup, event times, teardown)
- Bands/performers and performance schedule
- Event Schedule (setup, event times, teardown)
- Restroom Plan
- Amusement/Carnival Ride Permit (if applicable)

Completed Application

- All applicant blocks signed and dated

Pass Christian Park Use Permit Application

Submit to Pass Christian Parks and Recreation Department. Upon submission of application for use of park facilities, all required fees and proof of liability insurance shall be submitted at least **one week** prior to event. A copy will be signed by the Park Director or designee and returned to you. This copy must be available for presentation to authorities upon request during use of the facility under the permit. Please **note that failure to clean up after an event will leave the applicant liable for a fine.**

Pursuant to the rules and regulations of the Pass Christian Parks and Recreation Code, the undersigned does hereby apply for a permit to use the following facilities of said park for the times, dates and purposes indicated, and in so doing, does hereby certify that all persons connected with the group or organization authorized to use said facility under this permit, will comply with all rules and regulations of the parks.

PLEASE COMPLETE ALL SECTIONS (please print or type)

Name of applicant Leonard Vergunst

Name of organization Gulf Coast Running Club

Address P.O. Drawer 3569

Email address leonardvergunst@gmail.com

Contact phone number(s) 228-380-7037

Park facility requested for use: War Memorial Park Back Half Gazebo No

Date(s) request for facility use August 1, 2026

Times requested: arrival 6:30 am departure 10am

Description of activity Summer Beach 5K Run

Expected number of people 150 Runners + walkers

I have read the rules and regulations and agree to follow them. Signature Leonard Vergunst Date 7/10/26
Print Name Leonard Vergunst

FOR OFFICE USE ONLY

Documents **received:**
Copy of driver's license _____
Proof of liability insurance coverage _____ Events (more than 50 people)

Fees - (Cash, Checks or Money Orders only.) (Note all fees are non-refundable)

Gazebo Use Fee (\$50) _____
Park Rental (\$25) _____

Parks Administration _____ Date _____

E-4
4/2/20

**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: _____ Time: _____ By: _____

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: Gulf Coast Running Club

Organization Address P.O. Drawer 3569 Gulfport MS 39505

Organization Agent: Leonard Vergunst Title: Race Director

Phone: 228-380-7037 Work Home same During event same

Agent's Address 304 Mincheck Rd Ocean Springs MS 39564

Agent's E-Mail Address leonardvergunst@gmail.com

Event Name: Pass to Bay Christmas 10K Run

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

Social run/walk from Pass Christian (War Memorial Park) to Bay St. Louis (Subway Hwy 90)

Event Day(s) & Date(s): Dec. 19 (9am) Event Time(s): 9 to 11am

Set-Up Date & Time: Dec. 19 - 8am Tear-Down Date & Time: Dec 19 - 11am

Event Location: War Memorial Park -> Subway B.S.L.

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

How many years has this event occurred? 45 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: Dec. 19, 2026 9 am through Date/ Time Dec 19, 2026 10 am

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? 150 runners

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? _____

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.)

Police lead car for runners.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 9810 Lima Road, Suite 102 Fort Wayne IN 46818 INSURED Road Runners Club of America/2026 and Its Members 100 W Jefferson Street Suite 202 Falls Church VA 22046	CONTACT NAME: Tabitha Messersmith PHONE (A/C No. Ext.): (303) 338-2434 FAX (A/C No.): (765) 864-0781 EMAIL: tmessersmith@immg.com ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: INSURER E: INSURER F:
--	---	--

COVERAGES **CERTIFICATE NUMBER:** 2M Club Liability 2026 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
						PER OCCURRENCE	AGGREGATE
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis		AHL0003450335262	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AHL0003450335202	12/31/2025	12/31/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	Medical Professional Liability (\$250 Deductible/Claim)		AID0003450335802	12/31/2025	12/31/2026	Medical Expense \$10,000 AD & Specific Loss \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RRCA Club Member
 Issue date: 01/05/26

CERTIFICATE HOLDER Gulf Coast Running Club PO Box 3589 Gulfport MS 39605-3589	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.2em;"> Jerry R. Diller </div>
---	---

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Pass Christian as an additional insured party with subrogation waived on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

#2 Million liability Insurance coverage

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Pass Christian as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Pass Christian with a Certificate of Insurance which names the City of Pass Christian as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

5-26-26
Date

Leonard Vergunst
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE – 200 West Scenic Drive, - PASS CHRISTIAN, MS. 39571.**

**Pass Christian Event
Indemnity and Hold Harmless
Agreement**

The undersigned User hereby agrees to defend, indemnify and hold harmless the 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 City streets, facilities or adjacent areas in the City of Pass Christian.

Leonard Vergunst
Gulf Coast Running Club

User Name

Date:

Dec. 19, 2026

Witness

Event Title: Pass to Bay Christmas 10K

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:	<input checked="" type="radio"/> YES ^{Cul} <input type="radio"/> NO	Est. Economic Impact: \$
Fire Dept.:	Recommend	Approval:	<input checked="" type="radio"/> YES <input type="radio"/> NO	Est. Economic Impact: \$
Public Works:	Recommend	Approval:	<input type="radio"/> YES <input type="radio"/> NO	Est. Economic Impact: \$
Traffic Eng.:	Recommend	Approval:	<input type="radio"/> YES <input type="radio"/> NO	Est. Economic Impact: \$
Parks/REG:	Recommend	Approval:	<input type="radio"/> YES <input type="radio"/> NO	Est. Economic Impact: \$

Have businesses been notified for street closures?: YES NO

Reason for disapproval _____

Any special requirements/conditions Police lead car to Hwy 90
Bay Bridge. Sherriif Dept will assist runners across
Bridge.

Insurance /Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

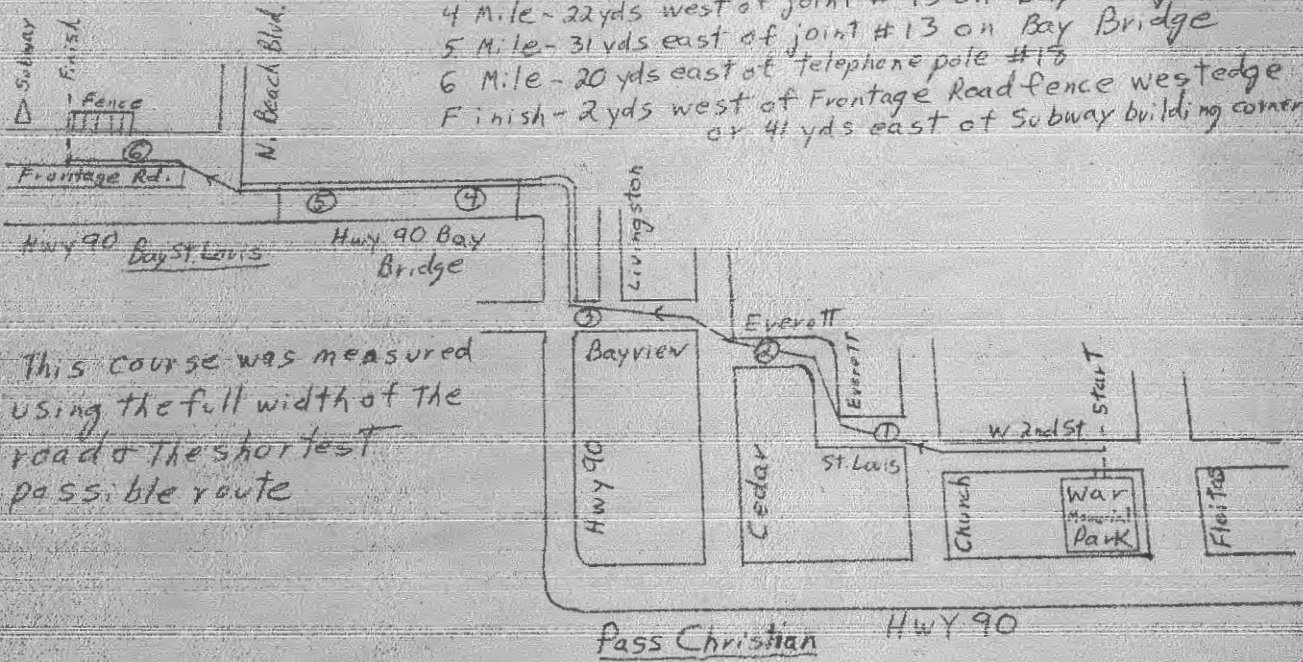


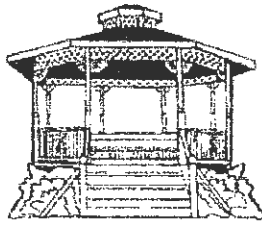
Pass To Bay 10K Race Bay St. Louis, MS.

Measured by:
Leonard Vergunst
July 28, 2022

LeonardVergunst@gmail.com
304 Minchuck Road
Ocean Springs, MS 39564
228-380-7037

- Start - Even with east edge of center walkway in War M. Park
- 1 Mile - 7 yds east of storm drain by 2nd Telephone pole - St. Louis St
 - 2 Mile - 6 yds west of telephone pole at corner of Everett & Cedar
 - 3 Mile - 2 yds west of corner of Livingston & Bayview
 - 4 Mile - 22 yds west of joint # 43 on Bay Bridge
 - 5 Mile - 31 yds east of joint # 13 on Bay Bridge
 - 6 Mile - 20 yds east of telephone pole # 13
- Finish - 2 yds west of Frontage Road fence west edge
or 41 yds east of Subway building corner





City of Pass Christian
On the Mississippi Gulf Coast

Special Event Application Checklist

This checklist is provided to assist applicants in ensuring all required components of the Special Event Application are complete prior to submission. Applications must be received at least ninety (90) days before the first day of the event.

Map or Site Sketch showing:

- Event area layout
- Street closures / parking areas
- Vendor locations
- Emergency vehicle access lane
- Mapped Routes (for parades, runs, etc.)
 - Route details with turns and traffic lanes indicated

Insurance

- Proof of Insurance (minimum \$500,000 coverage)
- City of Pass Christian named as additional insured
- Subrogation waived

Event Details

- Event Schedule (setup, event times, teardown)
- Bands/performers and performance schedule
- Event Schedule (setup, event times, teardown)
- Restroom Plan
- Amusement/Carnival Ride Permit (if applicable)

Completed Application

- All applicant blocks signed and dated

Pass Christian Park Use Permit Application

Submit to Pass Christian Parks and Recreation Department. Upon submission of application for use of park facilities, all required fees and proof of liability insurance shall be submitted at least **one week** prior to event. A copy will be signed by the Park Director of designee and returned to you. This copy must be available for presentation to authorities upon request during use of the facility under the permit. Please note that failure to clean up after an event will leave the applicant liable for a fine.

Pursuant to the rules and regulations of the Pass Christian Parks and Recreation Code, the undersigned does hereby apply for a permit to use the following facilities of said park for the times, dates and purposes indicated, and in so doing, does hereby certify that all persons connected with the group or organization authorized to use said facility under this permit, will comply with all rules and regulations of the parks.

PLEASE COMPLETE ALL SECTIONS (please print or type)

Name of applicant Leonard Vergunst

Name of organization Gulf Coast Running Club

Address P.O. Drawer 3569

Email address leonardvergunst@gmail.com

Contact phone number(s) 228-386-7037

Park facility requested for use: War Memorial Park Back Half Gazebo N

Date(s) request for facility use December 19, 2026

Times requested: arrival 7am departure 9:30am

Description of activity Pass to Bay Christmas 10K Run

Expected number of people 150 runners/walkers

I have read the rules and regulations and agree to follow them. Signature Leonard Vergunst Date 1-16-26
Print Name Leonard Vergunst

FOR OFFICE USE ONLY

Documents received:

Copy of driver's license _____

Proof of liability insurance coverage _____ Events (more than 50 people)

Fees - (Cash, Checks or Money Orders only.) (Note all fees are non-refundable)

Gazebo Use Fee (\$50) _____

Park Rental (\$25) _____

Parks Administration _____ Date _____



St. Paul Carnival Association

P.O. Box 375

Pass Christian, MS 39571

www.stpaulcarnival.com

May 19, 2026

City of Pass Christian
P.O. Box 368
Pass Christian, MS 39571

Dear Mayor Kenny Torgeson and Board of Alderman,

On behalf of the Board of Directors of St. Paul Carnival Association, Inc., I would like to thank you and the community of Pass Christian for allowing our parade to roll through the streets of our city once again in 2026. Historical records indicate Carnival celebrated in our city with our Parade for over 100 years, and this year we crowned our 96th King Christian, Andy Purchner and Queen Christiana, Natasha French. Pass Christian has a long history in celebrating Mardi Gras, and we thank you for helping us to continue this tradition.

The carnival season events and parade are a huge undertaking but play an important role in support of our mission. In recognition of the hard work and dedication provided to our association by our city workers and first responders, we hope you will accept this donation of \$5,000 from St. Paul's Carnival Association.

I would also like to request approval from the Board of Aldermen to allow us to schedule our Parade next year for Sunday, February 7, 2027.

As part of our mission to support St. Vincent de Paul Catholic Elementary School and other local charitable organizations, St. Paul's Carnival provides small grants to applicants from local organizations. Our 2026 fund-raising allowed us to distribute \$7,000 among 14 organizations that work within our community such as: Pass Christian Cub Scout Troop 316 and Boy Scout Troop 316, Boys & Girls Club, Gone Fishing Ministry, Holy Family Youth Group, Pass Christian Library, Pass Christian Volunteer Fire Department, P.C. Rotary Club, and the LAD Project to name a few. These organizations continue the valuable work that makes our community such a special place.

St. Paul's provided lunches for both Public Works and our First Responders on parade day. The total expense for these lunches was \$700.00 which supported a wonderful cookout. In addition, St. Paul's Carnival supports other events held within our community such as the City Employee's Christmas Party, Christmas in the Pass, the PC Police Department sponsored "Trunk or Treat", Recreation Department Easter Egg Hunt and Blessing of the Fleet.

Again, thank you for the valuable work you do for our city, and we will continue to work together to make the "Pass Parade" a safe and successful event for our community.

Sincerely,

Lindsey Rogers Fowler, President
St. Paul Carnival Association, Inc.

SAINT PAULS CARNIVAL ASSOCIATION INC

PO BOX 375
PASS CHRISTIAN, MS 39571

958

85-368/655

DATE May 21, 2026

PAY
TO THE
ORDER OF

City of Pass Christian

\$ 5000⁰⁰

Five Thousand & no/100

DOLLARS



Photo
Safe
Deposit
Table icon



HANCOCK
WHITNEY

FOR

donation
2027 parade is Feb 7, 2027

Rebecca Koeneke



May 26, 2026

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

Attn: Mayor and Board of Aldermen

Re: Recommendation of Payment Application No. 1
City of Pass Christian
Police Station/EOC Emergency HVAC Replacement

Dear Mayor and Board of Aldermen:

Please accept this Payment Application No. 1 for the above-referenced project for processing. We have reviewed this application and recommend payment in the amount of \$125,650.00 made payable to Ray C. Weaver Mechanical Contractors, Inc.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Bob Escher, P.E.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO : CITY OF PASS CHRISTIAN
 C/O COVINGTON CIVIL & ENVIRONMENTAL
 bob.eschen@ccellc.us

PROJECT: CITY OF PASS CHRISTIAN
 POLICE STATION
 EOC EMERGENCY HVAC
 REPLACEMENT

APPLICATION NO: ONE (1)
 APPLICATION DATE: 05/21/26
 PERIOD TO: 05/31/26
 CONTRACT DATE: 1/30/2026

Distribution to:	
OWNER	
ARCHITECT	
CONTRACTOR	

FROM SUB-CONTRACTOR:
 RAY C WEAVER MECH CONTRS INC
 P.O. BOX 2411
 GULFPORT, MS 39505

INVOICE #2026-03-01

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$	251,300.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	251,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	125,650.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)		0.00
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	125,650.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	125,650.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	125,650.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RAY C. WEAVER MECHANICAL CONTRACTORS, INC

By: [Signature] Date: May 21, 2026
 State of: MISSISSIPPI County of: HARRISON
 Subscribed and sworn to before me this 21st day of MAY 2026
 Notary Public: [Signature]
 My Commission expires: 10/26/2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents and on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 125,650.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: [Signature] Date: 5-26-26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	0.00	0.00
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		\$0.00

CA-2
4/2/26



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

May 26, 2026

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 invoice for payment:

- Invoice 4279 in the amount of \$ 21,069.75

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

Sincerely,

A handwritten signature in black ink that reads 'F. Jason Overstreet'. The signature is written in a cursive style with a long horizontal stroke at the end.

F. Jason Overstreet, P.E.

JO:slt 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 4279
Date 05/26/2026

Project 1257 NORTH ST. GRAVITY SEWER PH II
& III

For Services Rendered From April 20, 2026 Through May 17, 2026

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	90.18	109,129.25	115,424.00	12,576.00	9.83	6,294.75
CONSTRUCTION INSPECTION	277,000.00	59.96	151,302.50	166,077.50	110,922.50	40.04	14,775.00
POST CONSTRUCTION	9,000.00	16.36	1,472.50	1,472.50	7,527.50	83.64	0.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	636,250.00	79.41	484,154.25	505,224.00	131,026.00	20.59	21,069.75

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
Construction Project Manager I			
John B. Scott	2.00	110.00	220.00
Tyler Yarbrough	2.00	110.00	220.00
Subtotal	4.00		440.00
Professional Engineer V			
Andrew Levens	21.50	170.00	3,655.00
David Ball	1.00	170.00	170.00
Subtotal	22.50		3,825.00
Senior Project Manager			
Franklin J. Overstreet	13.50	130.00	1,755.00
Project Technician II			
Stacey L. Tanner	3.50	78.50	274.75
Labor subtotal	43.50		6,294.75
Phase subtotal			6,294.75

CONSTRUCTION INSPECTION

Labor

	Hours	Rate	Billed Amount
Resident Project Representative I			
Ashton Fore	28.00	79.00	2,212.00
William Breland	4.50	79.00	355.50
Subtotal	32.50		2,567.50
Resident Project Representative III			
Benjamin E. White	128.50	95.00	12,207.50
Labor subtotal	161.00		14,775.00
Phase subtotal			14,775.00
Invoice total			21,069.75

Thank you for your business!

Please remit payment to

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

CITY OF PASS CHRISTIAN ASSET / INVENTORY CONTROL DATA ENTRY

ASSET #: 02899

DECAL #: _____

CLASS _____

STATUS: _____

LOCATION: Harbor

CONDITION: New

DEPT: Harbor

P.O. # 22-00900

MANUFACTURER: _____

PUR. DATE: 10/12/22

VENDOR: Parish Tractor

COST: 18,815.72

SERIAL # ASKC26DBHNB075795

DESCRIPTION: Kubota RTV

CA-5
6/2/20

PASS CHRISTIAN MUNICIPAL COURT
CERTIFICATE OF ELIGIBILITY

CASE # 2602R-098

DATE: 5/15/20

PAYEE: Dustin Hunt

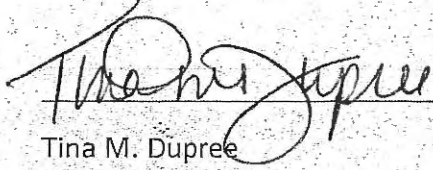
AMOUNT DUE: \$1,000.00

REASON FOR REFUND:

Dustin Hunt paid a \$1,000 cash bond at PCPD on 2/15/20
for Hailey Hunt. Hailey was heard on her charge
5/13/20 and the charge was dismissed. A full refund
of \$1,000 is requested.

Supporting documents attached.

Submitted by:



Tina M. Dupree
Court Clerk

State of Mississippi
Unified Judicial System

STATE OF Mississippi ABSTRACT OF COURT RECORD

Agency
2405

Case Number
2602R-098

Court Date
May 13, 2026

Pass Christian Municipal Court
105 Hiern Avenue
Pass Christian, Mississippi 39571
(228) 452-3307
County: Harrison

VIOLATION

Charge Descript DISORDERLY CONDUCT-FAILURE TO COMPLY
Offense Date/Loc. February 15, 2026 12:25 PM / MARKET/E SCENIC DR

Arresting Officer HAMMER, J

Bond Company
Amount of Bond 0.00 Received
Type of Bond
Attorney for Def

DEFENDANT INFORMATION

HAILEY ANN HUNT

Social Security # _____ Eyes BROWN
Driver License # _____ Hair BROWN
Sex F Weight 125
Race W Height 5 ft. 1 in.
Date of Birth _____ Age @ Offense _____

VEHICLE INFORMATION

Registration (Tag) No. _____ State _____ Year _____
Vehicle Model Year 0000 Make _____ Type _____

JUDGMENT:

DISMISS PER PROSECUTOR

Bail Forfeited

Appealed

Fine Paid

Balance

LEWIE G. SKIP NEGROTTO IV
Judge / Magistrate

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF MY COURT RECORD AS RECORDED IN:

DOCKET 26MC00126

CASE 2602R-098

SIGNED 

TITLE MUNICIPAL COURT CLERK

RECEIPT

No. 087157

DATE 2/15/2026
FROM Dustin Hunt \$ 1000.00

FOR RENT
 FOR Bond

ACCT.		<input type="radio"/> CASH	FROM <u>DH</u> TO <u>WB</u>
PAID		<input type="radio"/> CHECK	
DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	BY <u>WB</u>

A-1152
T-4161

*2602R-098
Hailey Ann Hunt
\$1000.00 Bond*

CITY OF PASS CHRISTIAN, MS

DATE : 2/23/2026 3:52 PM
OPER : TDUPREE
TKBY : Tina Dupree
TERM : 6
REC# : 00356245

510.000 COURT BOND PAYMENT 1000.00
HUNT, HAILEY ANN
2602R-098-01 1,000.00CR

CASH 1000.00 REF:#087157

APPLIED 1000.00
TENDERED 1000.00

CHANGE 0.00

CA-6
6/2/24

PASS CHRISTIAN MUNICIPAL COURT
CERTIFICATE OF ELIGIBILITY

CASE # 2512R-111

DATE: 5/15/24

PAYEE: Jason Boudreaux

AMOUNT DUE: \$ 205.75

REASON FOR REFUND:

On 2/4/24 Jason Boudreaux paid a \$500 cash bond at PCPD. On 5/13/24 Mr. Boudreaux was heard on his charges and was fined \$ 204.25. After applying the bond a balance of \$205.75 is ready to be refunded.

Supporting documents attached.

Submitted by:



Tina M. Dupree
Court Clerk

State of Mississippi
Unified Judicial System

STATE OF Mississippi
ABSTRACT OF COURT RECORD

Agency
2405

Case Number
2512R-111

Court Date
May 13, 2026

Pass Christian Municipal Court
105 Hiern Avenue
Pass Christian, Mississippi 39571
(228) 452-3307
County: Harrison

VIOLATION

Charge Descript IMPROPER EQUIPMENT
Offense Date/Loc. December 23, 2025 0:00 AM / 101 E SCENIC DRIVE

Arresting Officer BRETT, WILLIAM

Bond Company
Amount of Bond 0.00 Received
Type of Bond
Attorney for Def

DEFENDANT INFORMATION

JASON J BOUDREAUX

Social Security # _____ Eyes _____
Driver License # _____ Hair _____
Sex M Weight 200
Race W Height 6 ft. 0 in.
Date of Birth _____ Age @ Offense _____

VEHICLE INFORMATION

Registration (Tag) No. _____ State _____ Year _____
Vehicle Model Year 0000 Make _____ Type _____

JUDGMENT:

AMENDED TO IMPROPER EQUIPMENT-\$150.00 PLUS COST. APPLY BOND

Bail Forfeited

Appealed

Fine Paid


Balance

LEWIE G. SKIP NEGROTTO IV
Judge / Magistrate

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF MY COURT RECORD AS RECORDED IN:

DOCKET 25TR01287

CASE 2512R-111

SIGNED 

TITLE MUNICIPAL COURT CLERK

5/18/2026 8:38 AM

BOND Transaction

NCBPOST

Receipt No: B000000060

Citation #: 2512R111A-01

Docket #: 25TR01287

BOUDREAU, JASON J
IMPROPER EQUIPMENT

Bond No: VX RECEIP

Bond Amount: \$250.00 Bond Applied

Bond Type: Cash

Balance Due: \$44.25

Approved by: _____

Received by: _____

5/15/2026 8:39 AM

Bond Transaction

NCBPOST

Receipt No: B000000061

Citation #: 2512R111A-01

Docket #: 25TR01287

BOUDREAU, JASON J
IMPROPER EQUIPMENT

Bond No: VX RECEIP

Bond Amount: \$44.25 Bond Applied

Bond Type: Cash

Balance Due: *** PAID ***

Approved by: _____

Received by: _____

2026 MAPFSE CONFERENCE

JUNE 24-25, 2026

Biloxi Visitor's Center • Biloxi, Mississippi

CAS
6/2/26



WHO SHOULD ATTEND?

Fire Chiefs, Fire Safety Educators, and those involved in Community Risk Reduction programs are invited to attend two powerful days of connection, learning & fellowship.

REGISTRATION RATES

EARLY BIRD (Through April 30, 2026)

- One Attendee **\$75**
- Married Couple **\$50 each**
- Group (5+): **\$50 each**

ON-SITE REGISTRATION

- One Attendee **\$85**
- Married Couple **\$60 each**
- Group (5+): **\$60 each**

KEYNOTE SPEAKER DON FRIDDLE

40 years of Fire & Life Safety experience, published author, recipient of the TN Governor's Three Star Award for Public Safety

ADD-ON



Conference T-Shirt
\$20 Each

MEMBERSHIP DUES

- General Member **\$25**
- Charter Member **\$25**
- Sustaining (Org/Business) **\$100**
- Honorary Member **FREE**

MEALS INCLUDED



- Day 1: Lunch & Dinner
- Day 2: Lunch

PAYMENT OPTIONS

- Check • CashApp
- Cash • Invoice

HOW TO REGISTER

SCAN TO REGISTER



OR MAIL

MAPFSE

Attn: 2026 Conference
PO BOX 973
Ridgeland, MS 39158-0973



CA -01
6/2/26

CITY OF PASS CHRISTIAN
PLANNING COMMISSION MEETING

MEETING & HEARING DATE: May 26, 2026
ACTION REQUESTED: Planning Commission approval for a request for an accessory dwelling unit to be added to a new proposed detached parking structure located at 105 Donlin Ave, Tax Parcel Number 0413D-03-012.000
APPLICANT AND OWNER: David & Catherine Edwards
REVIEWED BY: Melodie Hayes, City Planner
CURRENT ZONING: T3R

Background

The applicant is requesting consideration of approval of a detached dwelling unit to be allowed above a detached parking structure that will be submitted with a building permit located at 105 Donlin Avenue, tax parcel number 0413D-03-012.000. The property is currently zoned as T3R.

The property has been deemed not be in the Historical Preservation district for the city, so no approval from the Historical Board is needed. However, the specific use chart indicates that a cottage, mother-in-law, or accessory dwelling unit type of structure needs to have Planning Commission approval and this request falls under that category.

There was previous Planning Commission and Board of Aldermen approval on January 28, 2020 and February 4, 2020, respectively, that was granted to allow a variance of a rear/westside setback allowance for a future carport to be built. This request for the accessory dwelling unit is the second component to the project as the owners wish to have an accessory dwelling unit above the carport. There is approximately 100-foot setback from the front of the property to the rear and west side where the carport is to be built and will be 10 feet away from the house (as allowed in the International Residential Code/ IRC). The allowed side and rear yard setbacks for the zoning of the property is 5 feet, and the variance was allowed for a 3-foot setback. Building code allows for a 3-foot setback with fire resistive material to be constructed on the structure.

The building permit plans have not been submitted yet as staff indicated that Planning Commission and Board of Aldermen approval would need to be the first step in the process and approved prior to a building permit being submitted for construction.

The attached site plan is from the 2020 variance request submission and shows the location for the new carport/detached parking structure as well as indicating where the newly approved swimming pool will be that has been issued a building permit in early April 2026.

The parking structure is proposed to be 21'x21" with 361 sq. ft of living space above. A deck and stairs will accompany the structure for access and means of egress. The overall height of the detached carport/parking structure will be 20' and elevated in compliance with the FEMA rules for base flood elevation requirements for elevation which are 20' plus one foot of free board and in a VE flood zone.

3.0 SPECIFIC TO SUBURBAN, URBAN, & URBAN CENTER TRANSECT ZONES (T3, T4, & T5)

Table 3A – T3, T4 & T5 Transect Zones: The metrics for each column of this table represents each the Suburban and Urban Transects as they currently exist, or as permitted.

	T3R	T3E	T4L
BUILDING FUNCTION			
Residential	Restricted	Restricted	Limited
Lodging	Restricted	Restricted	Limited
Office	Restricted	Restricted	Limited
Retail	Restricted	Restricted	Limited
BUILDING HEIGHT (maximum)			
Principal	2 stories	3 stories	3 stories
Outbuilding	2 stories	2 stories	2 stories
LOT REQUIREMENTS			
Width (minimum)	60 ft	90 ft.	45 ft.
Coverage (maximum)	40%	40%	60%
Size	7,260 sq. ft.	29,040 sq. ft.	4,500 sq. ft.
SETBACKS - PRINCIPAL BUILDING (minimum)			
Front	20 ft.	60 ft.	10 ft.
<i>Elevated more than 4 ft. above grade</i>	N/A	N/A	N/A
Secondary Frontage	10 ft.	15 ft.	10 ft.
<i>Elevated more than 4 ft. above grade</i>	N/A	N/A	N/A
Side	5 ft.	15 ft.	5 ft.
Rear	5 ft.	30 ft.	5 ft.
SETBACKS - OUTBUILDING (minimum)*			
Front	Rear Yard	Rear Yard	Rear Yard
Secondary	10 ft.	15 ft.	10 ft.
<i>Elevated more than 4 ft. above grade</i>	N/A	N/A	N/A
Side	5 ft.	10 ft.	5 ft.
Rear	5 ft.	10 ft.	5 ft.
SETBACKS - PRINCIPAL BUILDING (minimum)*			
Commercial or Mixed-Use Only			
Front	N/A	N/A	N/A
Secondary	N/A	N/A	N/A
Side	N/A	N/A	N/A
Rear	N/A	N/A	N/A
*A setback of 5 ft or less <u>does not</u> exempt you from the requirements of the 2018 International Fire code.			

Table 13.9: SPECIFIC FUNCTION & USE

This table delegates specific Functions and Uses within Transect Zones.

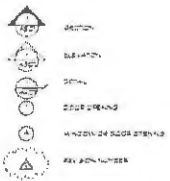
a. RESIDENTIAL	T1	T2	T3E	T3R	T4L	T4+	T4C	T5	SD
Apartment Building					B	B	B	B	
Row House				W	B	B	B		
Duplex House					B	B	B	B	
Sidyard House				A	W	B	B	B	
Cottage					A	W	B	W	
Single-Family	B	B	B	B	B	B	B	B	
Estate	B								
Multi-Family Estate									
Accessory Units	W	B	B	B	B	B	B	B	
Manufactured House									A
Temporary Tent									
Live-Work Unit	W	B	B	B	B	B	B	B	A
Tiny House									
Metal Container House									A
b. LODGING									
Hotel (no room limit)						B	B	B	A
Inn (up to 12 rooms)	A				B	B	B	B	
Bed & Breakfast (up to 5 rooms)	A			A	B	B	B	B	
S.R.O. Hostel							A		A
School Dormitory					B	B	B	B	B
RV Park									*
c. OFFICE									
Office Building					B	B	B	B	B
Suite in Building	A				B	B	B	B	B
Work-Live Unit		A	A		B	B	B	B	A
d. RETAIL									
Open-Market Building	B				A	B	B	B	B
Retail Building					B	B	B	B	B
Display Gallery					B	B	B	B	B
Restaurant					B	B	B	B	B
Kiosk					B	B	B	B	B
Nightclub								A	A
Pawn Shop									A
Adult Entertainment									A
e. CIVIC									
Convention Center						A			B
Conference Center						A	B	B	
Library or Museum					B	B	B	B	
Live Theater					B	B	B	B	
Movie Theater						B	B	B	
Outdoor Auditorium	A					A	A	B	
Parking Structure					B	W	B	B	
Passenger Terminal									B
Sports Stadium									B
Surface Parking Lot	A	A			B	B	B	B	B
Religious Assembly					A	W	B	B	B

f. AGRICULTURE	T1	T2	T3E	T3R	T4L	T4+	T4C	T5	SD
Grain Storage		B							B
Livestock Pen	A	A							A
Greenhouse	W	B			W	W	W	B	B
Stable	A	A							A
kennel	A	A				A	A	A	A
g. AUTOMOTIVE									
Gasoline		A				A	A	A	B
Automobile Service						A	A	A	B
Truck Maintenance						A	A	A	B
Drive-Through Facility						A	A	A	B
Rest Stop	B	B							A
Roadside Stand	B	B							A
Billboard									A
Shopping Center								B	B
Shopping Mall								B	B
h. CIVIL SUPPORT									
Fire Station			B	B	B	B	B	B	B
Police Station					B	B	B	B	B
Cemetery		B	A	A	A				B
Funeral Home						A	A	A	B
Hospital									A
Medical Clinic					A	W	B	B	B
i. EDUCATION									
College						A	A	A	B
High School					A	A	A	A	B
Trade School						A	A	A	B
Elementary School					A	B	B	A	B
Other - Childcare Center		A		A	B	B	B	B	A
j. INDUSTRIAL									
Heavy Industrial Facility									B
Light Industrial Facility								A	B
Truck Depot									B
Laboratory Facility								A	B
Water Supply Facility									B
Sewer and Waste Facility					A	A	A		B
Electric Substation	A	A	A	A	A	A			B
Antenna Tower	A	A							B
Cremation Facility									B
Warehouse								A	B
Produce Storage									B
Mini-Storage								A	B

B	BY RIGHT
A	BY PLANNING COMMISSION APPROVAL
W	WARRANT
	PROHIBITED
*	MUC ONLY

Original
PC Request 1/28/20

ARCHITECTURAL SYMBOLS



ABBREVIATIONS:

- 1-28 DRG COUNTERS ADD TO THREE SHEET NOTES
- 28-34 TWO COUNTERS ADD TO TWO SHEET NOTES
- 34-38 TWO COUNTERS ADD TO ONE SHEET NOTES
- 38-42 TWO COUNTERS ADD TO TWO SHEET NOTES
- 42-46 TWO COUNTERS ADD TO ONE SHEET NOTES
- 46-50 ONE COUNTER ADD TO ONE SHEET NOTES
- 50-54 ONE COUNTER ADD TO TWO SHEET NOTES
- 54-58 ONE COUNTER ADD TO TWO SHEET NOTES
- 58-62 ONE COUNTER ADD TO TWO SHEET NOTES
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GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS BEFORE PROCEEDING AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. WHERE REQUIRED DIMENSIONS CONFLICT WITH SCALE DRAWING, ARCHITECT'S NOTES SHALL PREVAIL.
3. ALL MATERIALS SHALL BE NEW UNLESS LISTED OTHERWISE.
4. ALL CONSTRUCTION SHALL CONFORM WITH ALL FEDERAL, STATE AND LOCAL CODES.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES BEFORE PROCEEDING WITH ANY SIGNIFICANT WORK.
6. VERIFY LOCATION OF UTILITIES BEFORE CONSTRUCTION. LOCATE SERVICES CONFORMANCE APPROVED.
7. REVISIONS TO CONTRACT SHALL BE MADE IN THE MANNER AND BY THE MANNER SPECIFIED IN THE CONTRACT DOCUMENTS.
8. PORTIONS OF A RESIDENCE THAT ARE BEING DEMOLISHED SHALL BE DEMOLISHED TO THE EXISTING FINISH FLOOR AND MUST BE DEMOLISHED IN THE MANNER AND BY THE MANNER SPECIFIED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES TO REMAIN.
9. ALL DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE DEMOLISHED TO THE EXISTING FINISH FLOOR AND MUST BE DEMOLISHED IN THE MANNER AND BY THE MANNER SPECIFIED IN THE CONTRACT DOCUMENTS.
10. ALL DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE DEMOLISHED TO THE EXISTING FINISH FLOOR AND MUST BE DEMOLISHED IN THE MANNER AND BY THE MANNER SPECIFIED IN THE CONTRACT DOCUMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES TO REMAIN.
12. ALL DEMOLITION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE DEMOLISHED TO THE EXISTING FINISH FLOOR AND MUST BE DEMOLISHED IN THE MANNER AND BY THE MANNER SPECIFIED IN THE CONTRACT DOCUMENTS.

PROPERTY INFORMATION

SECTION 30.1
 10.000 S. 100th Ave. N.E.
 CITY OF PASS CHRISTIAN, MISSISSIPPI
 PARCELS 35136 A.P.S.

ZONING INFORMATION

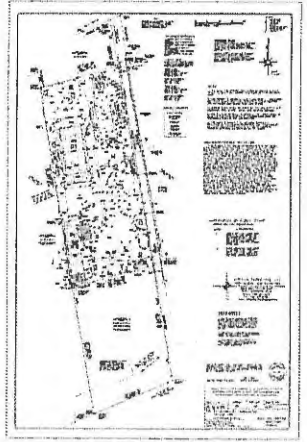
ZONING INFORMATION, THE CITY OF PASS CHRISTIAN, MISSISSIPPI
 PERMITS DEPARTMENT
 1000 N. 10th St.
 PASS CHRISTIAN, MISSISSIPPI 39370

AREA TABULATIONS

TOTAL SITE AREA: 4,425 SQ. FT.

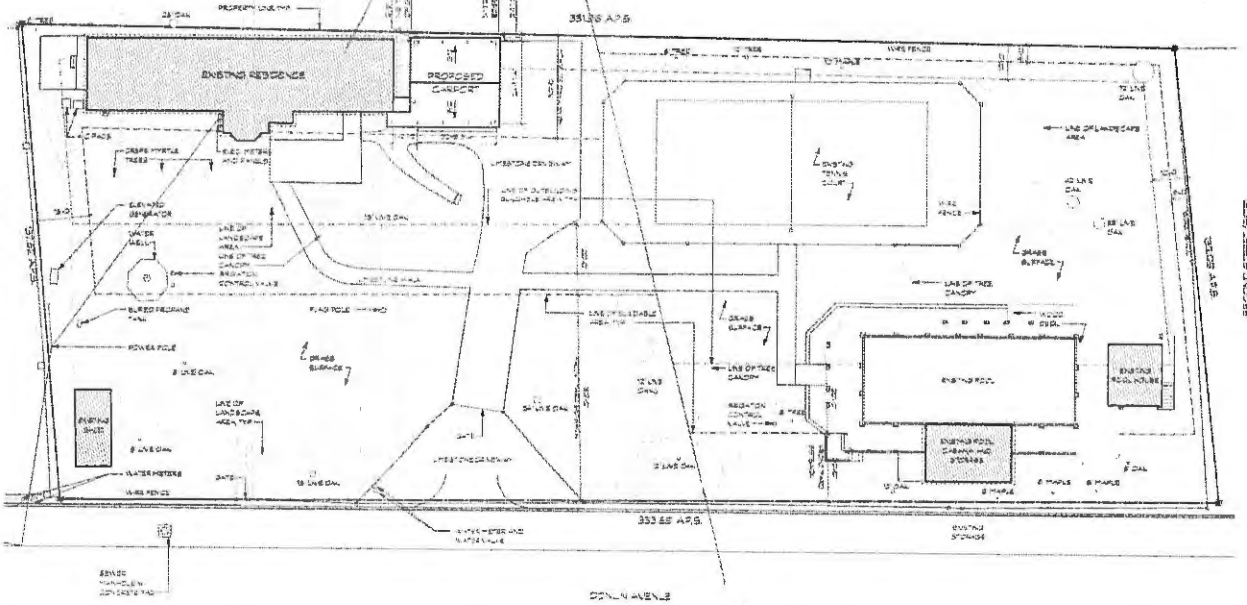
INDEX OF DRAWINGS

- 01 SITE AND SURVEY PLAN
- 02 EXISTING FLOOR PLAN
- 03 EXISTING ELEVATIONS
- 04 EXISTING ELEVATIONS
- 05 EXISTING ELEVATIONS
- 06 EXISTING ELEVATIONS
- 07 EXISTING ELEVATIONS
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- 100 EXISTING ELEVATIONS



2 SURVEY N.T.S.

Approved to be three feet



1 SITE PLAN



BELL
 ARCHITECTURE
 105 CAMP STREET
 NEW ORLEANS, LOUISIANA 70130
 504.586.2188
 bell@bellarch.com

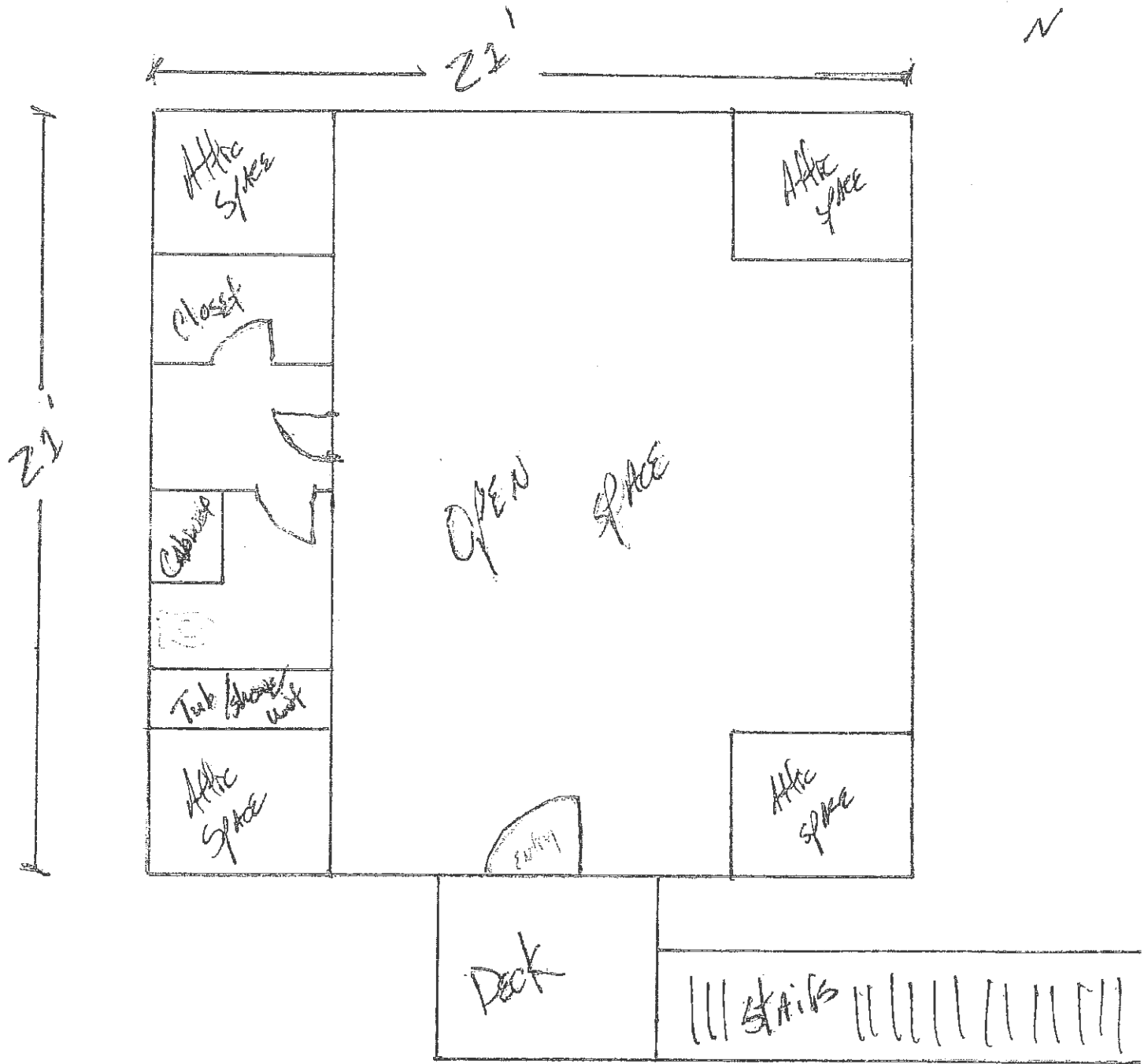
EDWARDS RENOVATION
 105 DONLIN AVENUE
 PASS CHRISTIAN, MISSISSIPPI, 39571

DESIGN BY
 CHA KETTER
 SCALE: 1/8" = 1'-0"
 DATE: 1/28/20

PRELIMINARY
 PROJECT NO. 105
 DRAWING NO.

A-1

* 1/4" per ft. Floor Plan 361 sq. ft living space

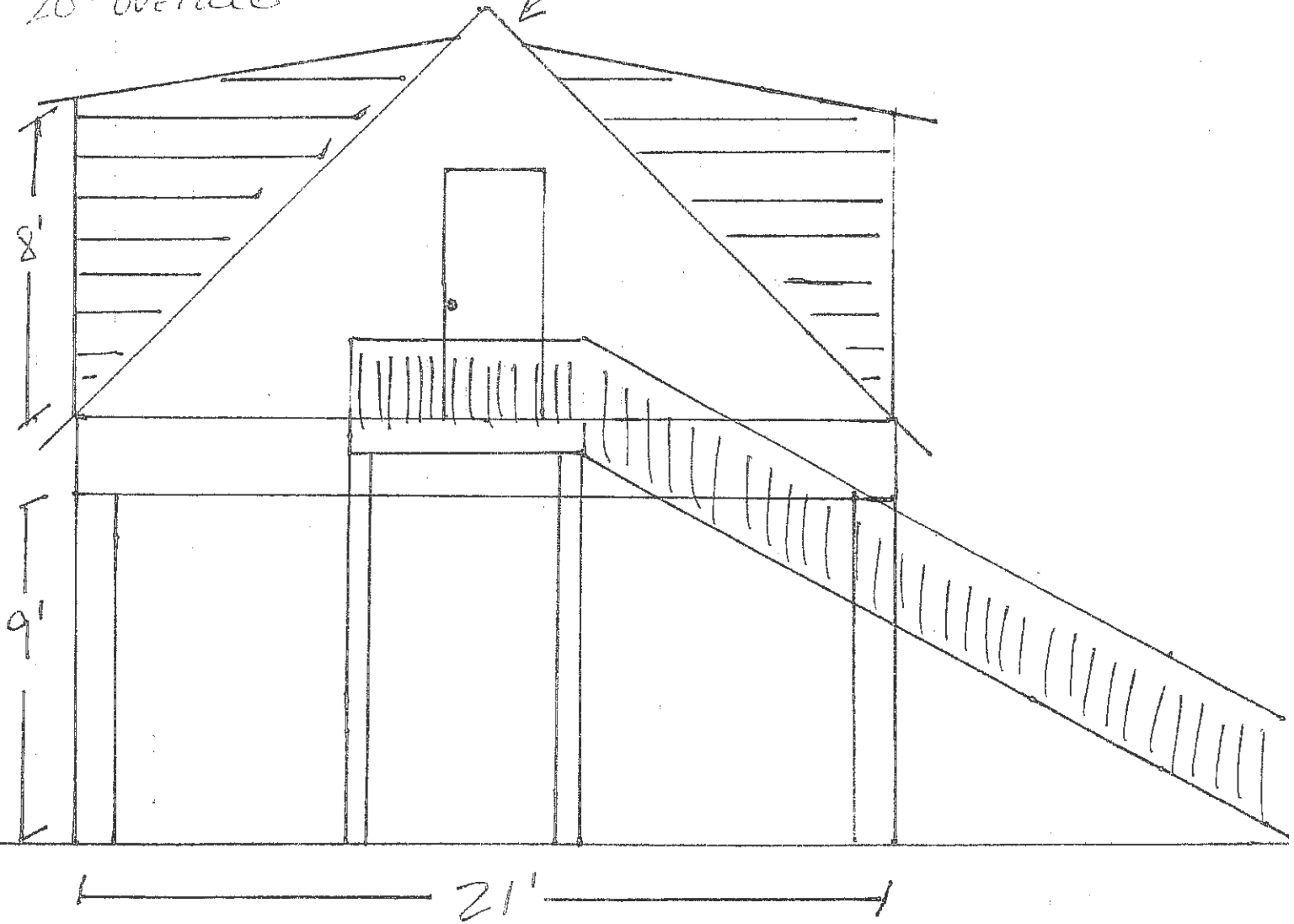


South End Elevation

1/4" Per Ft.

12 pitch

20' overhang



1 City of Pass Christian
2 Pass Christian Public Library
3 111 Hiern Avenue

4
5 **Planning Commission**
6 **Meeting Minutes**
7 **Tuesday, January 28, 2020, 6pm**
8
9

10 **CALL TO ORDER**

11 Chairman Tom Phares called the meeting to order at 6:00 PM. In attendance were Commissioners
12 Margaret Jean Kalif, Ken Austin, Adam Pace, Michael Lizana, Rebecca O'Dwyer and Lisa Smith.
13 Commissioner Steve Hunter was not in attendance.

14
15 Also in attendance was the City Planner, Danit Simon.

16
17 **ADOPTION OF MINUTES**

18 o The first order of business was to table the adoption of the minutes from the monthly Planning
19 Commission meetings held on December 30, 2019. A *Motion* by Commissioner Pace, seconded by
20 Commissioner Kalif, was made to table the minutes. The motion passed unanimously.

21
22 **NEW BUSINESS**

23
24 *1. Begin Public Hearing*

25 A *Motion* by Commissioner Kalif, seconded by Commissioner Pace, was made to begin the public
26 hearing. The motion passed unanimously.

27
28 o *Application PD-5-2020, Michael J Bell as agent of David F & Catherine H Edwards, Inc., 105 Donlin*
29 *Avenue, Parcel #0413D-03-012.000, Planning Commission Approval for a carport in the Second Layer*
30 *and for a rear/west Setback Variance, in the T3E Estate Zone.*

31
32 Chairman Phares introduced the application.

33
34 The City Planner, Danit Simon, briefed the Planning Commission on the application. The applicant is
35 requesting to build an attached carport in the Second Layer and for a rear setback Variance due to the
36 limitations of the existing structures and layout of the property. Please see the site plan and supporting
37 documents in your packet. The existing house was built prior to the adoption of the SmartCode in 2010,
38 and it is located along the rear property line with an approximate 100-foot front setback to Donlin Ave.
39 The code requires for carports to be located in the Third Layer so that the pedestrian entrance remains
40 the focal point of the house, while carports and parking areas are less architecturally prominent.

41
42 The existing house has an approximate two-foot setback from the building wall, and a one-foot setback
43 from the roof overhang, to the rear property line. To keep the carport from protruding in front of the
44 house, the applicants are requesting a Variance for the carport to have the same rear setback as the
45 existing house. If the carport were to meet the T3E Zones 30-foot rear setback, it would be located in
46 front of the house in the First Layer, which is in stark contrast to the intent of the code's Parking
47 Standards. The proposed carport location is the best option to provide the applicant with covered
48 parking, while meeting the spirit of the Parking Standards. The carport will be inconspicuous from the
49 street, due to the 100-foot front setback and the extensive landscaping along the front property line,
50 which heavily conceals the majority of the property from the street.
51

52 The request meets the standards for Planning Commission Approval and will be in harmony with the
53 character of the neighborhood in which it is located, and it also meets the Setback Variance
54 Requirements due the exceptional conditions of the property. Please note that there are three letters
55 of support in your packets, I did not receive any objections, and the applicant is here to answer your
56 questions.

57
58 *o End Public Hearing*

59 A *Motion* by Commissioner Pace seconded by Commissioner Lizana, was made to end the public hearing.
60 The motion passed unanimously.

61
62 *o A Motion* by Commissioner Pace seconded by Commissioner O'Dwyer, was made to approve the
63 request for an attached carport in the Second Layer and the rear setback Variance. The motion
64 passed unanimously.

65
66 *2. Begin Public Hearing*

67 A *Motion* by Commissioner O'Dwyer, seconded by Commissioner Kalif, was made to begin the public
68 hearing. The motion passed unanimously.

69
70 *o Application PD-6-2020, The Planning & Zoning Department, City of Pass Christian, Planning*
71 *Commission Approval for a Text Amendment to the Pass Christian SmartCode, Adopted June 21,*
72 *2016: Add RV Park to the Use Table and to the Definition of Terms, and adopt an RV Park Ordinance.*

73
74 Chairman Phares introduced the application.

75
76 The City Planner, Danit Simon, briefed the Planning Commission on the application. After the RV Park
77 on Henderson Avenue was approved, the Mayor and Board of Aldermen directed me to write a more
78 restrictive RV Park Ordinance that would limit the location of RV Parks in the City and increase the
79 standards that they would have to meet. Due to the federal flood laws, there is concern for future land
80 being more easily used for RV Parks at grade, then for the development and investment required to
81 build elevated structures that meet the flood laws. And, concern for the potential impact RV Parks
82 could have on the future growth, development, property value and the character of the City.

83
84 I've taken the previously used RV Park Conditions, and added standards that would require future RV
85 Parks to be more like campgrounds and less like parking lots for RV's. In order to achieve the directive,
86 RV Parks must be added to the Use Table and Definition of Terms, in addition to the RV Park Ordinance.
87 RV Parks fits best under the Lodging category on the Use Table. And the definition is a synopsis from the
88 proposed RV Park Ordinance that emphasizes camping and recreation, prohibiting permanent dwelling,
89 and referencing the related Ordinance.

90
91 RV Park Use should be prohibited in the following of zones:

- 92 • T1 Natural Zone: Prohibits development.
- 93 • T2 Rural, T3R Single-Family Residential and T3E Estate Zones: Almost only allows for the single-
94 family residential use, RV Parks would not be a compatible use.
- 95 • All T4 & T5 Mixed-Use Zones: These zones are intended for a combination of residential, retail
96 and restaurants. The zones are located at the majority of the downtown area, to the east near
97 Walmart, sprinkled near Cedar, Bayview, and Henderson Avenues, and at certain corner
98 locations along Second Street. These areas are comprised of a significant portion of single-
99 family residential houses, and are adjacent to T3R Zoning, which is not a compatible use to RV
100 Park Use.

City of Pass Christian
Planning Department
200 W Scenic Drive
Pass Christian, MS 39571
Phone 228.452.3324
Fax 228.452.3044

For the below listed projects, the ad ran in the Gazebo Gazette on January 10, 2020, the notice was placed at the City Hall bulletin board on January 10, 2020, the signs were posted on January 10, 2020, and the letters were mailed out on January 9, 2020.

Notice of Public Hearing
Planning Commission
Tuesday, January 28, 2020, 6pm

Notice of Public Hearing
Mayor & Board of Aldermen
Tuesday, February 4, 2020, 6pm

1. Application PD-5-2020, Michael J Bell as agent of David F & Catherine H Edwards, Inc., 105 Donlin Avenue, Parcel #0413D-03-012.000, Planning Commission Approval for a carport in the Second Layer and for a rear/west Setback Variance, in the T3E Estate Zone.
2. Application PD-6-2020, The Planning & Zoning Department, City of Pass Christian, Planning Commission Approval for a Text Amendment to the Pass Christian SmartCode, Adopted June 21, 2016: Add RV Park to the Use Table and to the Definition of Terms, and adopt an RV Park Ordinance. (Signs and mailer do not apply.)
3. Application PD-7-2020, The Planning & Zoning Department, City of Pass Christian, Abolish the Zoning Board of Adjustments, and make corresponding Text Amendments to the procedural Zoning Administration Ordinance and to the Pass Christian SmartCode where necessary. (Signs and mailer do not apply.)

Danit Simon

1/27/2020

Danit Simon, City Planner

Date

**APPLICATION FOR PLANNING COMMISSION APPROVAL
CITY OF PASS CHRISTIAN**

PLANNING & ZONING DEPARTMENT
200 W SCENIC DRIVE
PASS CHRISTIAN, MS 39571
(228) 452-3324
PASSPLANNING@GMAIL.COM

STAFF USE ONLY

DATE RECEIVED:
RECEIVED BY:
CHECK NO:
RECEIPT NO:
ZONE:
PROJECT NO:

I. PROJECT ADDRESS: 105 DONLIN AVENUE, PASS CHRISTIAN, MS 39571
 II. PARCEL NUMBER: _____
 III. GENERAL DESCRIPTION OF REQUEST: CONSTRUCTION OF CARPORT WITHIN
REQUIRED REAR YARD.

IV. OWNERSHIP AND CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THIS APPLICATION, AND THAT ALL INFORMATION AND ATTACHMENTS ARE TRUE AND CORRECT, I FURTHER CERTIFY THAT I AGREE TO COMPLY WITH ALL APPLICABLE CITY CODES, ORDINANCES AND STATE LAWS, AND THAT I AM THE OWNER OF THE PROPERTY INVOLVED IN THIS REQUEST OR AUTHORIZED TO ACT AS THE OWNER'S AGENT FOR HEREIN DESCRIBED REQUEST.

PROPERTY OWNER

David F. Edwards Catherine H. Edwards David F. Edwards - Catherine H. Edwards
 PRINT NAME SIGNATURE DATE
105 Donlin Avenue, Pass Christian, MS 39571
 MAILING ADDRESS
504-491-7144 dedwards@jonesmiller.com
 PHONE NUMBER EMAIL

AGENT OF OWNER (IF DIFFERENT FROM PROPERTY OWNER)

MICHAEL J. BELL MJBell DEC. 17, 2019
 PRINT NAME SIGNATURE DATE
755 CAMP STREET, NEW ORLEANS, LA 70130
 MAILING ADDRESS
504-590-2355 mjbell@bellarchitecture.net
 PHONE NUMBER EMAIL

* IN THE CASE OF MULTIPLE OWNERS, PLEASE INCLUDE NAMES AND CONTACT INFORMATION FOR ALL OWNERS. EACH OWNER MUST SIGN THE APPLICATION, AND ORIGINAL SIGNATURES ARE REQUIRED.

REQUIRED ATTACHMENTS:

- 1- COMPLETED APPLICATION WITH ORIGINAL SIGNATURES
- 2- SITE PLAN DRAWN TO SCALE (INCLUDING PROPERTY LINES, STREETS, EXISTING STRUCTURES, PROPOSED STRUCTURES, DRIVEWAY AND PARKING LOCATIONS, SETBACKS, ALL DIMENSIONS, ETC.)
- 3- \$200 FEE (CASH, CREDIT WITH SURCHARGE, OR CHECK MADE OUT TO THE CITY OF PASS CHRISTIAN)
- 4- COPY OF DEED WITH COUNTY'S STAMP
- 5- IF APPLICABLE, PROOF OF AUTHORITY TO ACT AS THE AGENT OF THE OWNER

City of Pass Christian

Planning Department
200 W Scenic Drive
Pass Christian, MS 39571
Phone 228.452.3324
Fax 228.452.3044

Response Letter

Please note that, Ramona Dupuy Objects Supports Impartial Question
(print name)

to project number PD-5-2020, for the following reason(s) we feel the Edwards
deserve shelter for their vehicles and cover
to/from their vehicles to their home. We
also feel any variance will have little
negative impact.

Sincerely,

Ramona Dupuy
Name

107 Dorian Avenue
Address

[Signature] 11 January 2020
Signature Date

2025 Landroll Information

EDWARDS DAVID F & CATHERINE H
3803 VINCENNES PLACE NEW ORLEANS, LA 70125

Physical Street Address:
105 DONLIN AVE

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0413D-03-012.000	59664	3P		1
Supervisor District:		Subdivision:		

3

Exemption Code

Non-Exempt

Section	Township	Range
30	08	12

Instrument Number(s)

1048/0535, 1045/0374, 1045/0372, 1045/0370, 1045/0368, 1045/0366, 1045/0364, 1045/0362, 1045/0358, 1045/0354

Acres	Land Value	Improvements	Total Value	Assessed Value
0	184265	147617	331882	497830 / 49782.3

Legal Description

LOT 133 X 353 BEG 190 FT N OF INTERW R/W DOLIN AVE & N R/W SCENIC DR 144 FT N 353 FT E 133 FT TO W R/W DOLIN AVE S 353 FT TO POB IN SE1/4 OF NW1/4 SEC 30-8-12

There are 9 building description records attached to this parcel.

Improvement 1 (Primary)

Year Built: 1950
Base Square Feet: 2000
Second Floor Area: 0

Improvement 2

Year Built: 0
Base Square Feet: 5184
Second Floor Area: 0

Improvement 3

Year Built: 0
Base Square Feet: 1488
Second Floor Area: 0

Improvement 4

Year Built: 0
Base Square Feet: 752
Second Floor Area: 0

Improvement 5

Year Built: 0
Base Square Feet: 296
Second Floor Area: 0

Improvement 6

Year Built: 0
Base Square Feet: 144
Second Floor Area: 0

Improvement 7

Year Built: 0
Base Square Feet: 112
Second Floor Area: 0

Improvement 8

Year Built:	0
Base Square Feet:	224
Second Floor Area:	0

Improvement 9

Year Built:	0
Base Square Feet:	462
Second Floor Area:	0

CITY OF PASS CHRISTIAN, MISSISSIPPI

MINUTE BOOK 122

REGULAR MEETING

FEBRUARY 4, 2020

PLANNING DEPARTMENT

Upon motion of Alderman Clarke, seconded by Alderman Pickich, the Board approved unanimously, holding a Public Hearing to review the Planning Commission's recommendation to approve Application PD-5-2020, Michael J Bell as agent of David F. & Catherine H Edwards, 105 Donlin Avenue, Parcel #0413D-03-012.000, Planning Commission Approval for a carport in the Second Layer and for a rear/west Setback Variance, in the T3E Estate Zone, as requested by Danit Simon, City Planner. PD-1.

* * *

Upon motion of Alderman Torgeson, seconded by Alderman Clarke, the Board approved unanimously, to close Public Hearing.

* * *

Upon motion of Alderman Hall, seconded by Alderman Torgeson, the Board approved unanimously, the Planning Commission's recommendation to approve Application PD-5-2020, Michael J Bell as agent of David F. & Catherine H Edwards, 105 Donlin Avenue, Parcel #0413D-03-012.000, Planning Commission Approval for a carport in the Second Layer and for a rear/west Setback Variance, in the T3E Estate Zone.

* * *

Upon motion of Alderman Clarke, seconded by Alderman Torgeson, the Board approved unanimously, holding a Public Hearing to review the Planning Commission's recommendation to approve Application PD-6-2020, The Planning & Zoning Department, City of Pass Christian, Planning Commission Approval for a Text Amendment to the Pass Christian SmartCode, Adopted June 21, 2016: Add RV Park to the Use Table and to the Definition of Terms, and adopt an RV Park Ordinance, as requested by Danit Simon, City Planner. PD-3.

* * *

Upon motion of Alderman Torgeson, seconded by Alderman Clarke, the Board approved unanimously, to close Public Hearing.

* * *

Upon motion of Alderman Clarke, seconded by Alderwoman Charlot, the Board approved unanimously, the Planning Commission's recommendation to approve Application PD-6-2020, The Planning & Zoning Department, City of Pass Christian, Planning Commission Approval for a Text Amendment to the Pass Christian SmartCode, Adopted June 21, 2016: Add RV Park to the Use Table and to the Definition of Terms, and adopt an RV Park Ordinance.

* * *

Upon motion of Alderman Torgeson, seconded by Alderman Clarke, the Board approved unanimously, holding a Public Hearing to review the Planning Commission's recommendation to

CITY OF PASS CHRISTIAN
PLANNING COMMISSION MEETING

MEETING & HEARING DATE: May 26, 2026

ACTION REQUESTED: Variance for front load parking at the property located at approximately 114 Youngswood Loop of the Timber Ridge Subdivision, Tax Parcel Number 0312M-01-016.000

APPLICANT: Tom Duffy, contractor

OWNER: Gerald Lee and Avery Foret

REVIEWED BY: Melodie Hayes, City Planner

CURRENT ZONING: T3R

Background

The applicant is requesting consideration of approval for a variance for front load parking at tax parcel number 0312M-01-016.000 and located at approximately 114 Youngswood Loop.

This parcel backs to a water body and is currently 137.8 feet in length and 75 feet in lot width. The proposed house will have one side at 16 feet in width with that side tapering down to 11 feet in width as per the attached parking/site plan that was submitted in the building permit application. The other side yard setback shown will be at 12'2". The building permit application has been placed on hold for approval until after the Planning Commission and Board of Aldermen meetings.

The applicant is exercising his right to apply for a front load parking area variance as the Timber Ridge side yard setbacks are more restrictive than what City Code allows and the house cannot be shifted to allow for a side or rear load parking area and staff is supportive of Planning commission's decision.

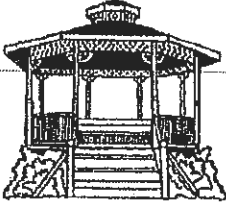
The property has dimensions do not allow for turn in or side entry at this location. The majority of the homes in the development are front load parking.

Staff has reviewed the request and recommends approval to allow the variance for front load parking for the above-mentioned lot. This lot would be consistent with other lots in the development.

114 Youngswood Loop

24434

VARIANCE

	Application for Re-Subdivision
	City of Pass Christian Planning Department 200 West Scenic Drive Pass Christian, MS 39571

Applicant's Name:	J DUFFY BLAIRS
Applicant's Address:	22424 GLAD ACRE
Applicant's Phone(s):	228-596-7623
Applicant's Email:	J DUFFY 208 @ GMAIL.COM
Applicant's Signature	Date: 4-24-26

Owner's Name:	LEE FORST
Owner's Address:	733 GENERAL TAYLOR RD, LOT 15
Owner's Phone(s):	315-447-6088
Owner's Email:	G FORST @ GMAIL.COM
Owner's Signature	Date: 4-24-26

Number of Existing Parcels / Lots:	<input type="radio"/> Merge	Number of Parcels / Lots To be Created:
	<input type="radio"/> Split	

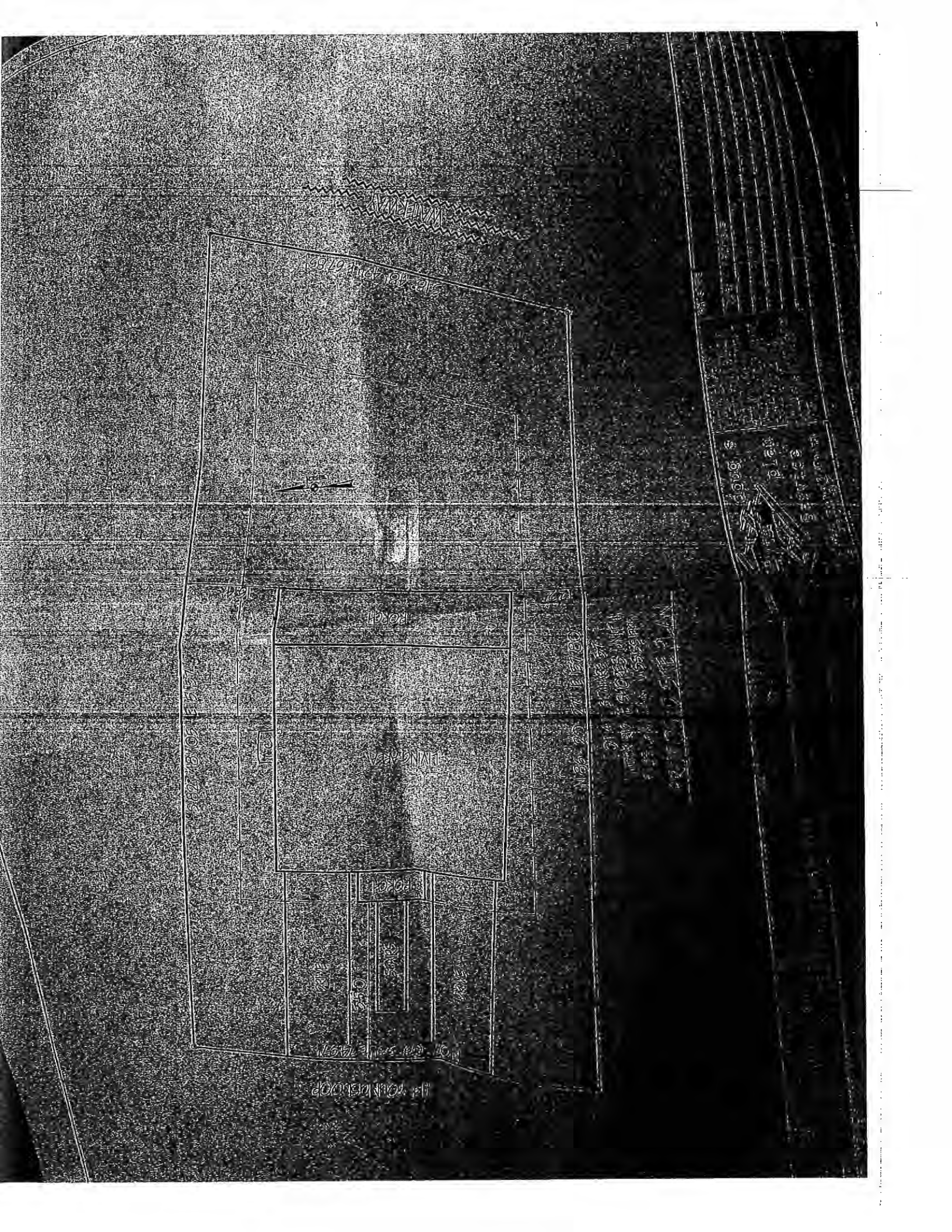
Parcel ID #:	0312M-01-016	Parcel Address:
Parcel ID #:	100	Parcel Address:
Parcel ID #:		Parcel Address:
Parcel ID #:		Parcel Address:
Parcel ID #:		Parcel Address:

\$216 ~~DUPLICATE~~

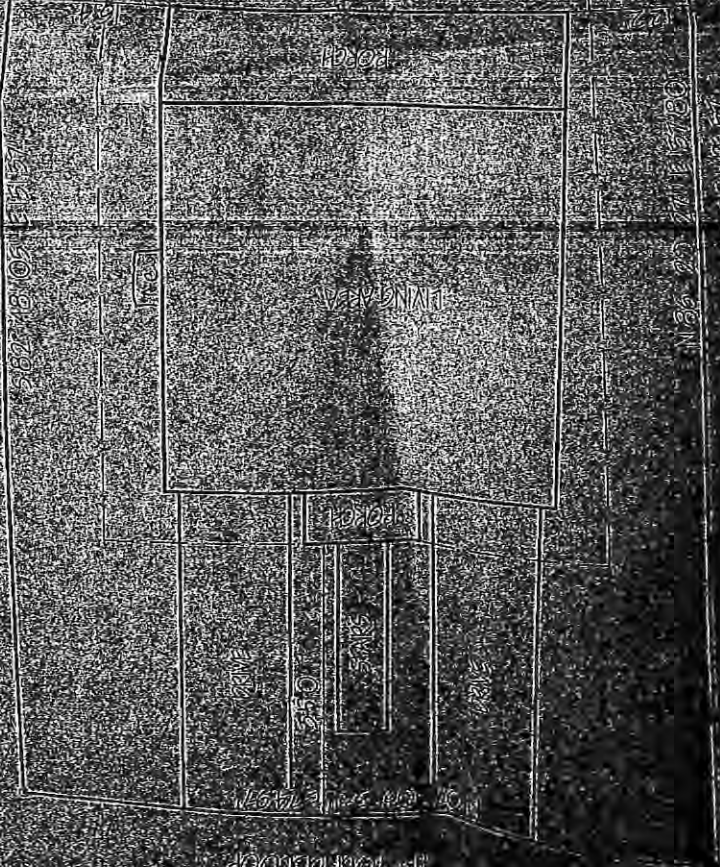
Application Fee of \$162.00 is due upon receipt by the Planning Department.	
Date: 4-24-26	By:

FRONT LOAD DRIVEWAYS

T3R



1879110110181



ROAD

11517

150820005

150820005

ROAD

SITE PLAN

ROAD

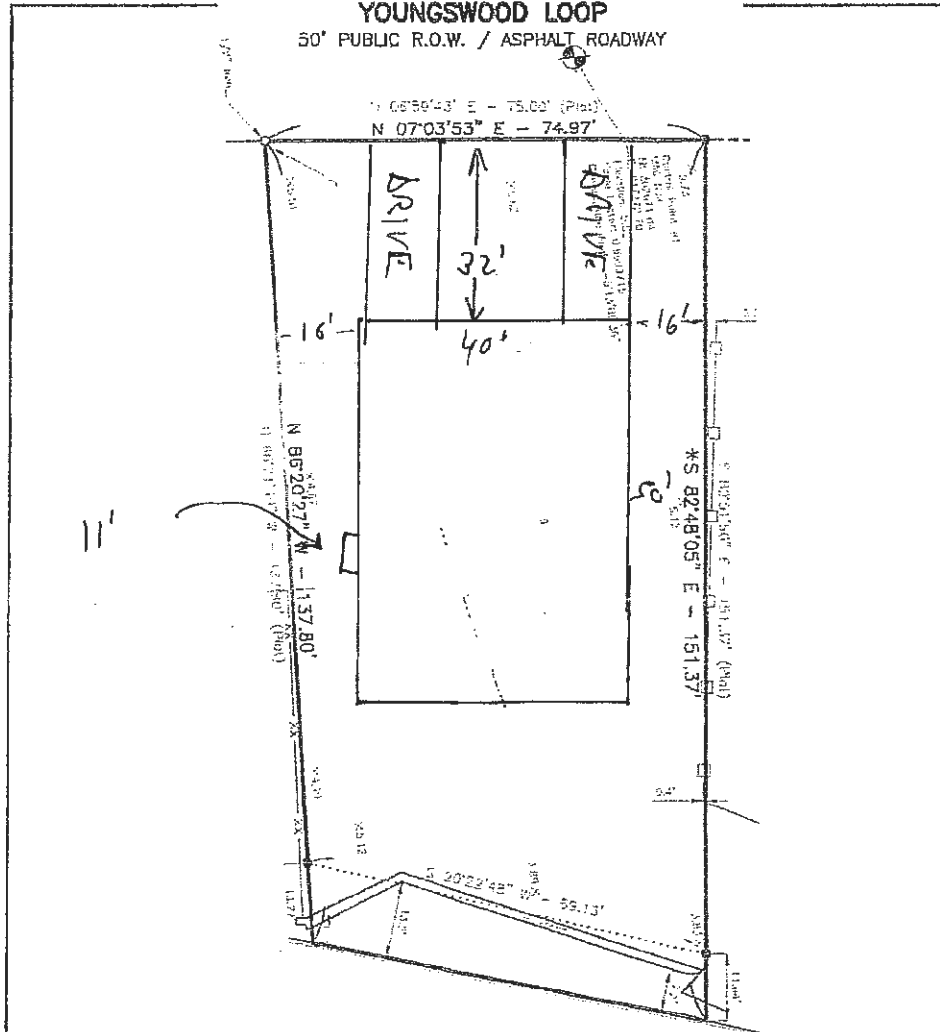
PARKING PLAN

A PART OF THE BUILDING PERMIT APPLICATION

PARCEL NO. 0312 M-01-016.00 ADDRESS OF SITE 114 YOUNGWOOD LOOP

Driveway construction type Concrete Loose fill (shell, gravel) with confinement by _____
Note loose fill drives must be confined with edging guaranteed to last for 20 years or more.

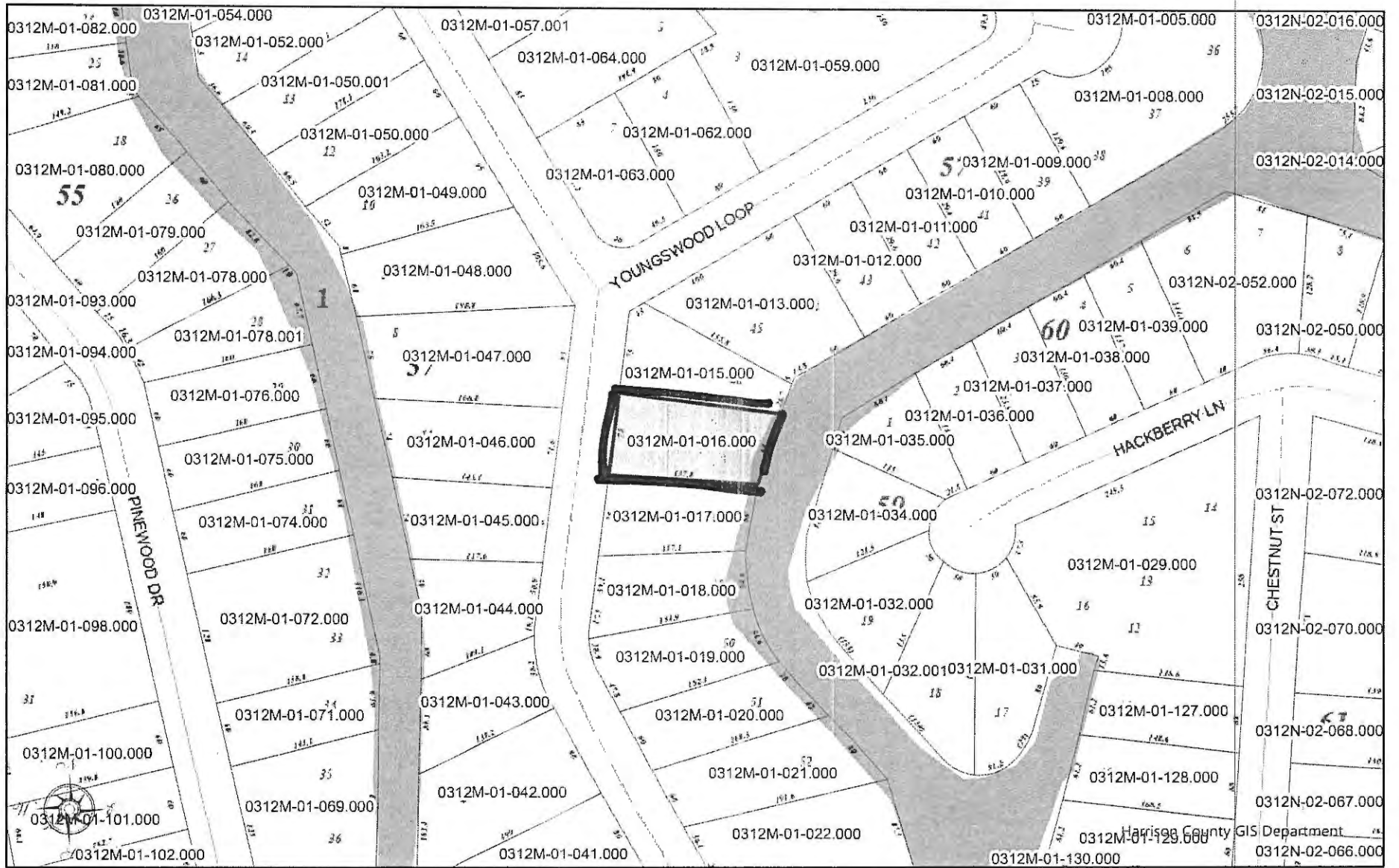
Sketch the site below showing the following: abutting public streets and alleys, lot dimensions, all setbacks, any protected trees on the site (or other trees you wish to keep) planned or existing driveway and parking area including pavement width. Indicate overnight parking areas (including garage space) and the total number of provided off-street spaces.



Applicant signature: _____ Date: _____

Planning Office Approval _____

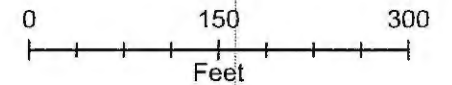
2025 Landroll Information				
FORET GERALD LEE II & AVERY J 736 GENERAL TAYLOR ST NEW ORLEANS, LA 70115 Physical Street Address: 0 YOUNGWOOD LOOP				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0312M-01-016.000	73887	3P		1
Supervisor District:		Subdivision:		
3		TIMBER RIDGE SHORES UNIT NO 3		
Exemption Code				
Non-Exempt				
Section	Township	Range		
23	08	13		
Instrument Number(s)				
2024-0022381-D-J1, 2015-0003000-D-J1, 2005-0015737-D-J1, 1641/0114, 1330/0040				
Acres	Land Value	Improvements	Total Value	Assessed Value
0	57500	0	57500	8626 0 / 8625
Legal Description				
LOT 47 SQUARE 57 TIMBER RIDGE SHORES UNIT 3 -SLIP-				



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. PAULA LADNER, TAX ASSESSOR.

MAP DATE: April 27, 2026



CITY OF PASS CHRISTIAN
PLANNING COMMISSION MEETING

MEETING & HEARING DATE: May 26, 2026

ACTION REQUESTED: Variance for front load parking at the property located at approximately 126 Youngwood Loop of the Timber Ridge Subdivision, Tax Parcel Number 0312N-02-133.000

APPLICANT AND OWNER: Travis March and TM Construction

REVIEWED BY: Melodie Hayes, City Planner

CURRENT ZONING: T3R

Background

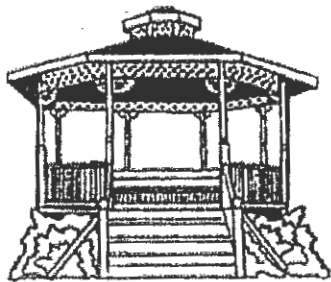
The applicant is requesting consideration of approval for a variance for front load parking at tax parcel number 0312N-02-133.000 and located at approximately 126 Youngwood Loop. Current zoning for this area is T3R, and the property is located in the Timber Ridge subdivision.

The property has dimensions that do not allow for turn in or side entry at this location. The majority of the homes in the development are front load parking. The applicant is requesting 2 driveways at front load parking and will not exceed 12' on each side and separated with landscape in the middle.

The building permit has not been submitted currently as the applicant has adhered to the city planner request of waiting until after the variance request is reviewed and approved by the Planning Commission and the Board of Aldermen meetings before submitting plans for a new single-family home to be constructed.

Staff has reviewed the request and recommends approval to allow the variance for front load parking for the above-mentioned lot. This lot would be consistent with other lots in the development.

24422



Planning Commission Variance Application

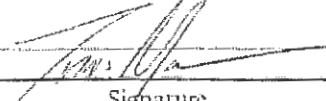
City of Pass Christian
Planning & Zoning Department 200 W
Scenic Drive
Pass Christian, MS 39571
(228) 452-5047
planning@pass-christian.com

- I. Project Address
126 Yonkerswood Loop Pass Christian, MS 39571
- II. Parcel Number
0312N-02-133.000
- III. General description of request

1.) Front Load parking
 2.) Construct 2 driveways not to exceed a max of 12' each
 separated with a space in the middle.
 Diagram attached

IV. Ownership and Certification

I hereby certify that I have read and understand this application, and that all information and attachments are true and correct. I further certify that I agree to comply with all applicable City codes, ordinances and state laws, and that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

Applicant
 TMC's March  5/5/20
 Print name Signature Date
 10404 Vidalia Rd. Pass Christian, MS 39571
 Mailing Address
 228-223-5136 TMCsBuilt@gmail.com
 Phone Number Email

Owner if different from Applicant

Print Name Signature Date

 Mailing Address

 Phone Number Email

In the case of multiple owners, please include names and contact information for all owners. Each owner must sign the application, and original signatures are required.

V. Conditions for a Variance

Please answer the following questions on a separate sheet(s) of paper.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
2. A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.
3. Granting the variance requested will not confer upon applicant any special privileges that are denied to other residents of the district in which the property is located.
4. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
5. The special circumstances are not the result of the actions of the applicant.
6. The existence of a non-conforming use of neighboring land, buildings, or structures in the same district or of permitted or non-conforming uses in other districts shall not constitute a reason for the requested variance.
7. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.
8. ~~A variance is an adjustment in the terms of the zoning regulations where such~~ variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship.

REQUIRED ATTACHMENTS:

1. Complete application with original signatures.
2. Site plan drawn to scale (including property lines, streets, existing structures, proposed structures, driveways and parking locations, setbacks, all dimensions, etc.).
3. \$200 fee (cash, credit cards with surcharge & in -person only, or check made out to the *City of Pass Christian*).
4. Copy of Deed with County's Stamp.
5. If applicable, proof of authority to act as the agent of the owner.
6. Responses to the Conditions for a Variance.
7. At the discretion of the City Planner, a survey may be required.

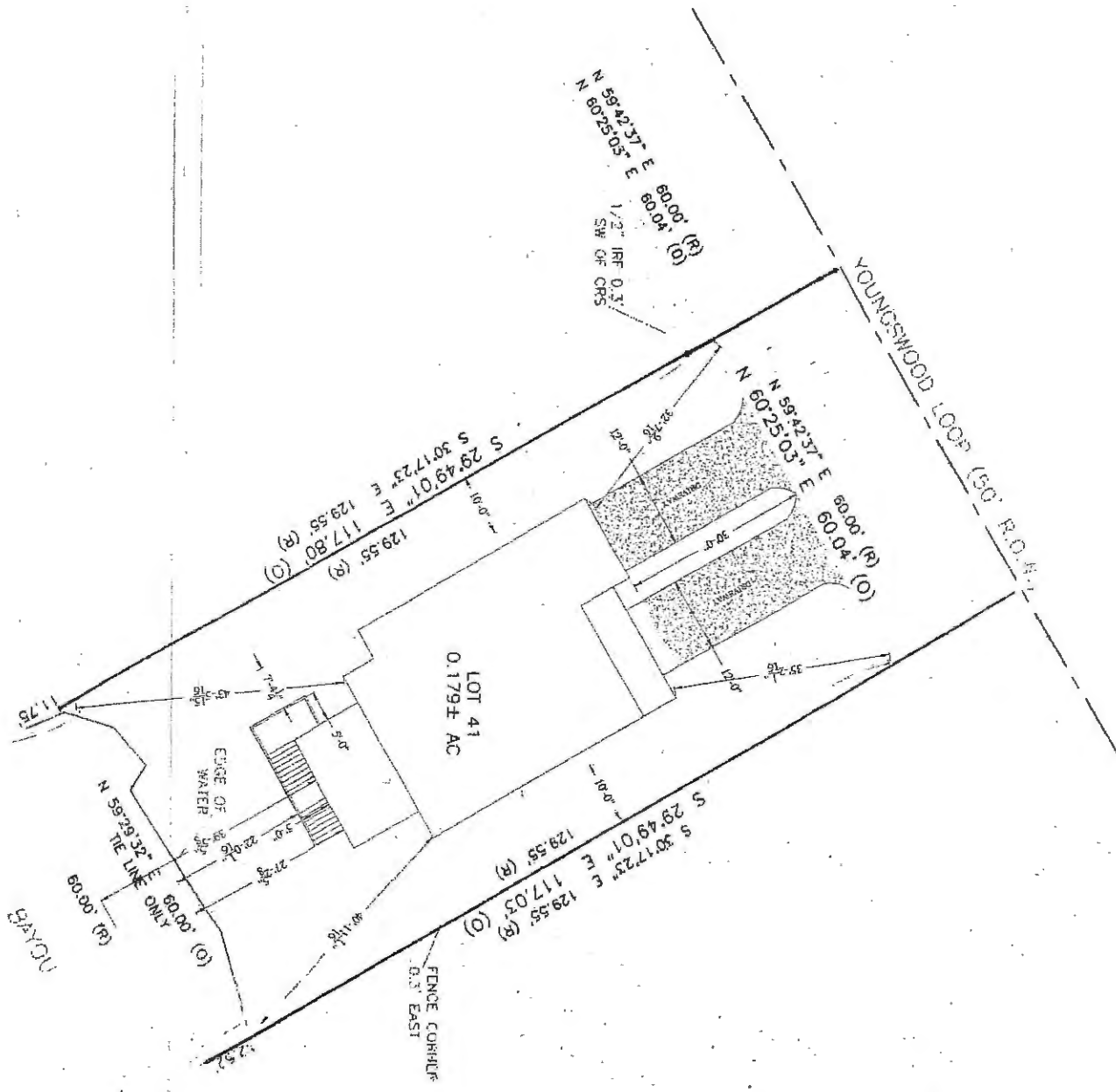
Response to Conditions of Variance

Travis March

126 Youngswood Loop

Pass Christian, MS 39571

1. The lot is too narrow for side-load parking.
2. Yes
3. No
4. Yes
5. No
6. Yes
7. Yes
8. Yes



PLANS FOR
 TM Construction
 126 Youngswood Loop
 Pass Christian, MS 39571

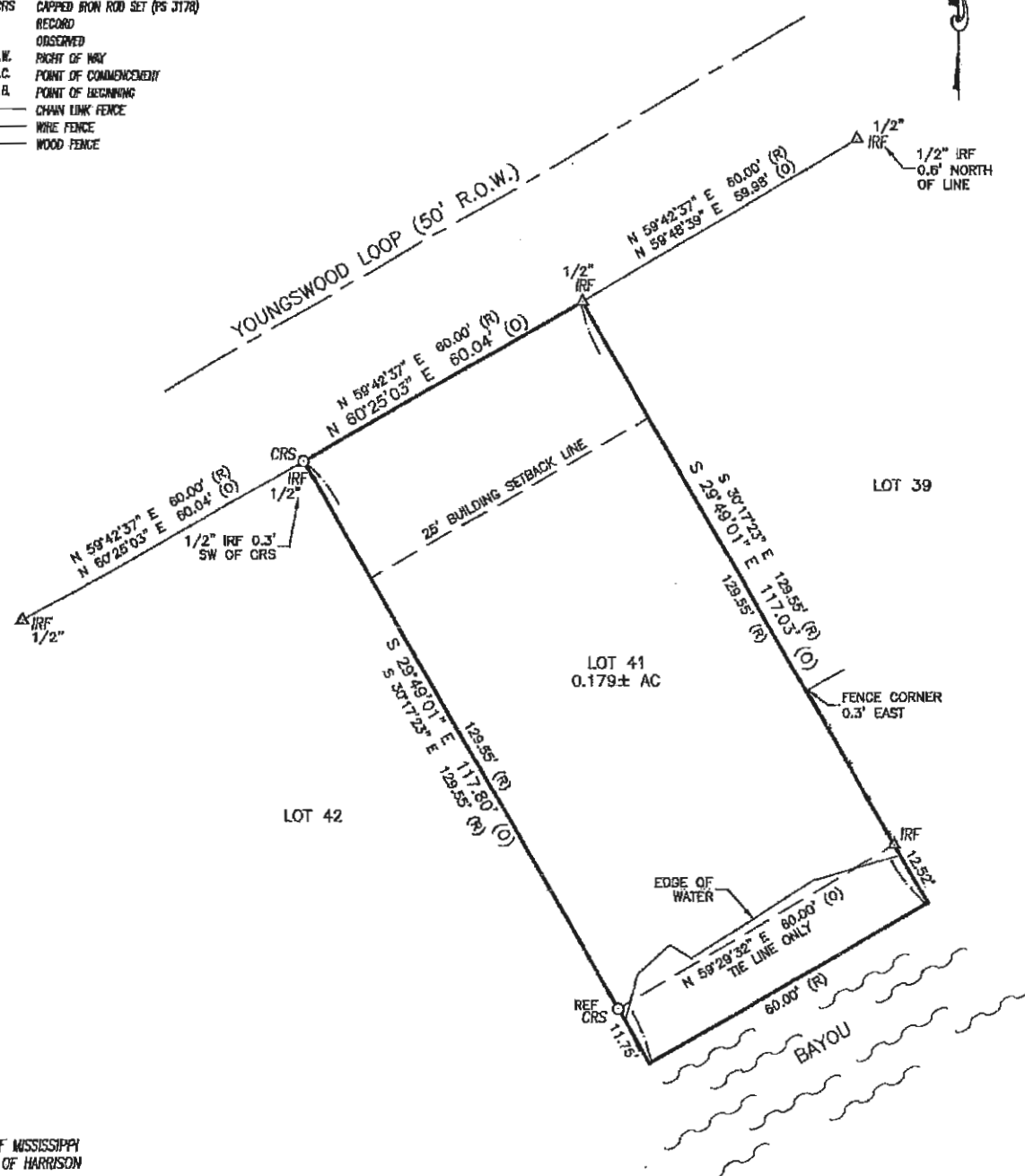
Revisions	
Date	Description

PLOT PLAN
 NECAISE DESIGN
 228-493-1046

NECAISE DESIGN NOT BEING AN ARCHITECTURAL OR ENGINEERING FIRM, MAKES NO WARRANTY FOR THE STRUCTURAL OR ARCHITECTURAL SOUNDNESS OF THIS BUILDING. EVERY EFFORT HAS BEEN MADE TO VERIFY ALL DIMENSIONS ARE CORRECT AND ALL PERMITS, STATE AND LOCAL CODE REQUIREMENTS, REGULATIONS, ETC. ARE MET. IF AT ANY TIME BY ANY AGENCY DOES OCCUR, IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO CORRECT THE SAME AND / OR COMPENSATE AT HIS/HER OWN RISK, AND IS NOT THE RESPONSIBILITY OF NECAISE DESIGN.

	SCALE: 3/16" = 1'-0"
	SHEET NUMBER: 1
DATE: 3-4-23	DRAWN BY: JBB

- LEGEND**
- △ CRF CAPPED IRON ROD FOUND
 - △ CTF CRAMPED TOP PIPE FOUND
 - CMF CONCRETE MONUMENT FOUND
 - △ OTF OPEN TOP IRON PIPE FOUND
 - △ REF REBAR IRON FOUND
 - △ IPF IRON PIN FOUND
 - CRS CAPPED IRON ROD SET (PS 3178)
 - (R) RECORD
 - (O) OBSERVED
 - R.O.W. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - CHAIN LINK FENCE
 - x— WIRE FENCE
 - /— WOOD FENCE



STATE OF MISSISSIPPI
COUNTY OF HARRISON

LOT 41, SQUARE 57, PHASE III, TIMBER RIDGE SHORES UNIT IN AS RECORDED IN MAP BOOK 28, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, HARRISON COUNTY, MISSISSIPPI.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Matthew C. Roberts
Matthew C. Roberts
2024.08.07
12:21:06-05'00"

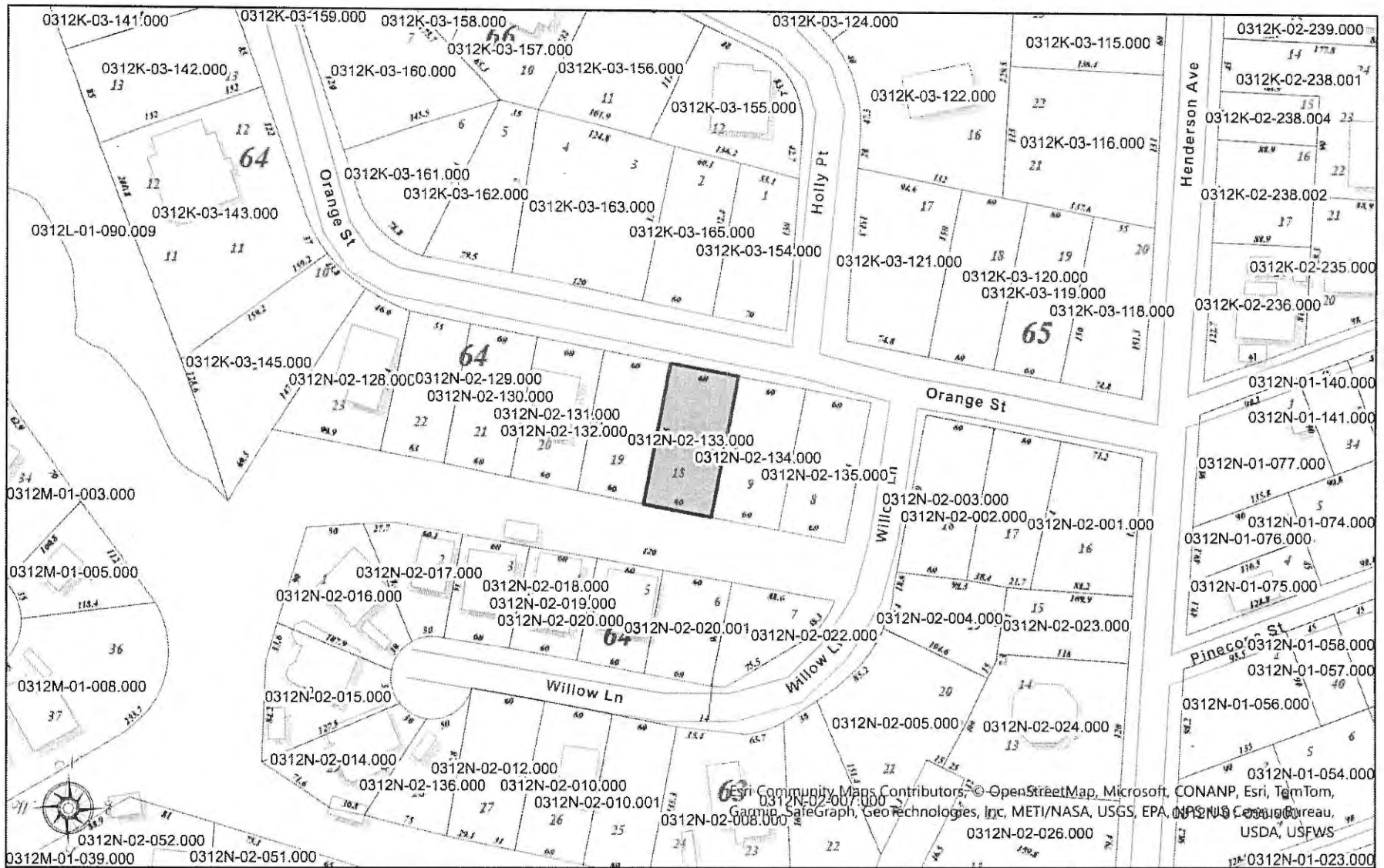
MATTHEW ROBERTS, MISSISSIPPI LICENSE NO. 3178

- NOTES:**
1. TYPE OF SURVEY: CLASS "B" BOUNDARY SURVEY.
 2. RECORDED DIMENSIONS BASED ON PLAT OF SUBMISSION RECORDED IN MAP BOOK 28, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.
 3. THIS DRAWING AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE OR PROVIDED BY THE CLIENT'S CONVEYANCE. SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN.
 4. THIS DRAWING IS THE PROPERTY OF SMITH, CLARK & ASSOCIATES OF MOBILE. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON AND IS NONTRANSFERABLE TO ANY OTHER PARTY. IT MAY NOT BE USED WITHOUT PRIOR CONSENT FROM SMITH, CLARK & ASSOCIATES OF MOBILE.
 5. THIS DRAWING IS TO SCALE WHEN PRINTED ON 11X17 PAPER IN PORTRAIT VIEW WITH NO SCALING.
 6. FIELD WORK COMPLETED ON AUGUST 1, 2024.
 7. BASIS OF BEARINGS: BEARINGS ESTABLISHED HEREON ARE REFERENCED TO THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM AND ESTABLISHED BY REAL TIME KINEMATIC GPS OBSERVATIONS MADES DATUM.

PARTY QUOTE	DATE	SCALE	TITLE
JC SA MR	8/5/24	1"=20'	BOUNDARY SURVEY LOT 41 - YOUNGSWOOD LOOP PASS CHRISTIAN, MISSISSIPPI
DRAWING NUMBER	DATE		
24MS034	N/A		
CLIENT: T.M. CONSTRUCTION SERVICES, LLC.			

SMITH CLARK ASSOCIATES OF MOBILE
dba BYRD SURVEYING
2809 Hall's Mill Road
Mobile, Alabama 36608
(251) 476-6010
BYRD@BYRDSURVEYING.BIZ

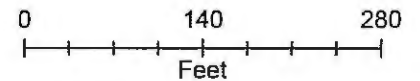




HARRISON COUNTY, MISSISSIPPI

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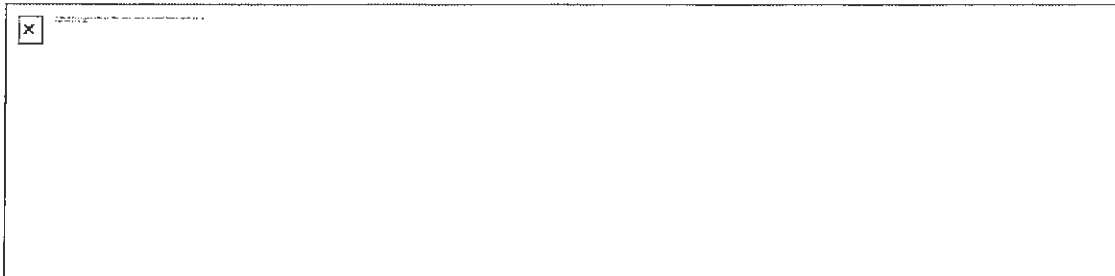
MAP DATE: May 5, 2026



Sue

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, May 22, 2026 3:30 PM
To: Sue
Subject: BJA FY 2025 BVP Funding Award Notice

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



Dear Applicant,

The Office of Justice Programs' Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the fiscal year (FY) 2025 Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP System. A complete list of FY 2025 BVP awards is available online here: <https://bja.ojp.gov/funding/fy25-bvp-awards.pdf>.

Important: Jurisdictions *must* be registered and include updated banking information in the System for Award Management (SAM) to receive reimbursement.

For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/help>.

The FY 2025 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2025. The deadline to request payments from the FY 2025 award is August 31, 2027 or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, a written mandatory wear policy for uniformed patrol officers must have been in place at the time of application.

The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural

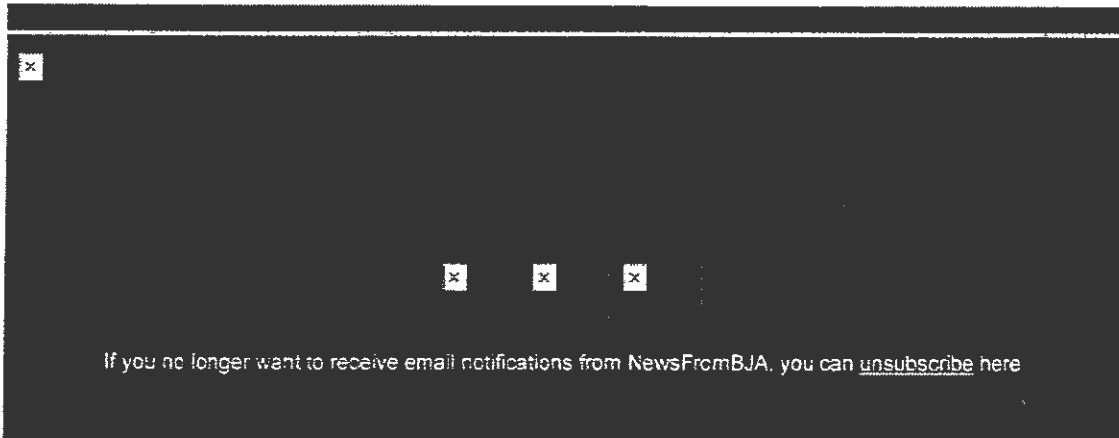
disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#). Detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Help Desk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

Sincerely,

BVP Program Support Team
Bureau of Justice Assistance

You are receiving this email because you signed up for grants and funding information from the Office of Justice Programs. If you no longer wish to receive Funding News, you may update your [Subscriber Preferences](#) to remove your subscription.



This email was sent to syoung@pass-christian.ms.gov using GovDelivery Communications Cloud on behalf of Department of Justice Washington, DC





APPLICATION DETAILS

1. AGENCY PROFILE

2. APPLICATION

3. PAYMENT

4. STATUS

5. PERSONAL INFO

HELP

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BIIIA-2	5	\$700.00	\$3,500.00	\$0.00	\$3,500.00
Grand Totals	5		\$3,500.00	\$0.00	\$3,500.00

AWARD SUMMARY FOR FY2025 REGULAR FUND

JUR: PASS CHRISTIAN CITY, MS

LOGOUT

OMB #1121-0235
(Expires: 01/31/2026)

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$3,500.00	\$1,614.98	05/14/26	Approved by BVP
Grand Totals:	\$3,500.00	\$1,614.98		

RETURN



STATUS

1. AGENCY PROFILE

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

2. APPLICATION

- Red !'s indicate your attention is needed in order to complete a task for action.

3. PAYMENT

CURRENT ACTIVITY STATUS

Application

✓ Approved by BVP

[View Details](#)

4. STATUS

AVAILABLE AWARDS

5. PERSONAL INFO

ATTN	Fiscal Year ↕	Award Amount ↕	Total Paid ↕	Total Requests ↕	Eligible Balance ↕	Expiration Date
	2023	\$1,875.00	\$1,875.00	\$0.00	\$0.00	06/25/2026
JUR: PASS CHRISTIAN CITY, MS	2024	\$1,728.36	\$1,662.50	\$0.00	\$65.86	08/31/2026
	2025	\$1,614.98	\$0.00	\$0.00	\$1,614.98	08/31/2028

HELP

JUR: PASS CHRISTIAN CITY, MS

LOGOUT

OMB #1121-0235
(Expires: 01/31/2026)

INVOICE

CA-13
6/2/24



Invoice number: 35972
Issued: Friday, May 15, 2026

Bill to:

Daren Freeman
Pass Christian Police Department
dfreeman@pass-christian.ms.gov
525 Espy Avenue
Pass Christian, Mississippi
39571
United States

International Homicide Investigators Association

PO Box 340529
Tampa, Florida 33694

Office: (540) 898-7898

Fax: (813) 354-4456

Email: ihia@ihia.org

Event registration

<https://ihia.org/>

Item	Amount
Registration for "2026 IHIA 32nd Annual Training Symposium - New Orleans, Louisiana" (Sunday, August 09, 2026 4:00 PM - Thursday, August 13, 2026 5:30 PM, Marriott Warehouse Arts District - 859 Convention Center Blvd., New Orleans, LA 70130), IHIA Active Member (Early Bird)	\$550.00

Total: \$550.00
Balance Due: \$550.00

If your agency or organization is in need of a W-9 form, please click [2026 IHIA W-9](#).

For a quick payment link, click [here](#).

If you need to reset your password please click link below.

<https://ihia.org/Sys/ResetPasswordRequest>

Thank you for your order. You may pay online at www.ihia.org with a Visa, MasterCard, Discover and American Express or you may send your payments to the International Homicide Investigators Association, P.O. Box 340529, Tampa, Florida 33694.



PAY INVOICE STORE CONTACT

WE ARE UPDATING OUR WEBSITE

During construction, our current website will still be open, but there may be delays or features temporarily inaccessible. We expect to have the updates completed by Monday, May 18, 2026.



EVENT DETAILS

Back

Add to my calendar

2026 IHIA 32ND ANNUAL TRAINING SYMPOSIUM - NEW ORLEANS, LOUISIANA

Start: Sunday, August 09, 2026
4:00 PM (EDT)

End: Thursday, August 13, 2026
5:30 PM (EDT)

Location: Marriott Warehouse Arts District - 859
Convention Center Blvd., New Orleans,
LA 70130

REGISTRATION

Attendee - \$635.00
Non-IHIA Member

Buy 4, Get 1 Free Recipient
(Registration code required)
Register four (4) regularly, then contact the IHIA at
ihia@ihia.org for the code for the free registration.

Co-Sponsor/Scholarship
(Registration code required)

Exhibitors & Sponsors
(Registration code required)

FBI Attendee
(Registration code required)
FBI Personnel Only

IHIA Active Member - \$580.00
starting May 1, 2026 - Members must be logged in
under their profile to access this registration link.

IHIA Active Member (Early Bird) - \$550.00
Ends Friday, May 15, 2026 - Members must be
logged in under their profile to access this
registration link.



The IHIA, FBI, New Orleans Police Department, and the Jefferson Parish Sheriff's Office will present the 2026 Annual Training Symposium, August 9-13, 2026, in New Orleans, Louisiana.



This 32nd Symposium will be held at the New Orleans Marriott Warehouse Arts District, located across from the Convention Center.

This symposium is intended for law enforcement personnel, prosecutors, crime analysts, crime scene personnel, and those working directly with law enforcement. If you have any questions on whether you are eligible to attend, please contact us at ihia@ihia.org

For Medical Examiners and Coroners, the IHIA is seeking AMBDI continuing education credits and it's pending approval.

IHIA Member Rate (Early Bird) - \$550

Due to strong early response and continued interest from our members, IHIA is extending Early Bird pricing through Friday, May 15.

(ends May 15, 2026, then \$580 for Active Members)

Non-Member Rate - \$635

(includes one-year membership, valued at \$55)

Group Rate Special - Buy 4, Get 1 Free

(Email ihia@ihia.org to facilitate this promotion)

Need a sample attendance justification letter for approval?

Click here: [JUSTIFICATION LETTER](#)

Exhibitors & Sponsors

EXHIBITOR PROSPECTUS

Contact the IHIA Event Planner, Jennifer Thornton, at jennifer@ihia.org

Presentation Proposals

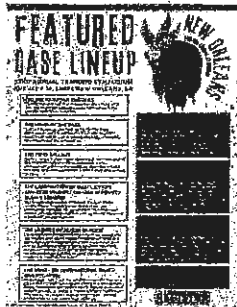
Interested in presenting at the symposium, please click this link to submit your proposal:

SUBMISSION PERIOD HAS ENDED

Symposium Flyer



Presentation Lineup



Symposium Schedule (at a glance)

Sunday, August 9 - 4:00PM - 7:00PM (Welcome Reception & Early Check-In)

Monday, August 10 - 8:30AM - 5:30PM (Opening Ceremonies & Presentations)

Tuesday, August 11 - 8:30AM - 5:30PM (Presentations)

Wednesday, August 12 - 8:30AM - 5:30PM (Presentations)

Thursday, August 13 - 8:30AM - 5:30PM (Presentations)

Lodging, Presentation & Exhibits

New Orleans Marriott Warehouse Arts District

859 Convention Center Blvd.

New Orleans, Louisiana 70130

Phone: (504) 613-2888

Lodging Rates: Government Per Diem rate of \$133 per night, plus 16.20% (current tax rate) per room, per night.

Online Hotel reservation link: [NEW ORLEANS MARRIOTT](#)

Please review the IHIA Cancellation Policy

[IHIA CANCELLATION POLICY](#)

Questions? Contact us at ihia@ihia.org

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CONTACT

PO Box 340529
Tampa, Florida
33694

Email: ihia@ihia.org
Office: +1(540) 898-7898



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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 (Called in), Alderman Joe Piernas, Alderman Kirk Kimball, Alderman Greg Federico (Called in), Jim Simpson, City Attorney and Marian Governor, City Clerk

Alderman Greg Federico hung up from calling in at the meeting at 7:02pm.

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 May 19, 2026, Regular Board of Aldermen Meeting.

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ADMINISTRATIVE

Upon motion of Alderman Greg Federico and seconded by Alderman Kirk Kimball the Board unanimously approved transferring of \$750,000 from the HW Utility Operating account xx7294 and \$500,000 from the HW Depository account xx5119 to the FEMA Claims Fund HW account xx7316 as a temporary loan for the FEMA IDA Harbor project, as requested by Marian Governor.

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Victor Pickich the Board unanimously approved closing the old Peoples Bank Depository account and deposit funds into the Hancock Whitney Depository account and the Peoples Bank Utility Operating account and deposit funds into the Hancock Whitney Utility Operating account, as requested by Marian Governor.

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Upon motion of Alderman Joe Piernas and seconded by Alderman Victor Pickich the Board unanimously approved the MOU between the City of Pass Christian and the Ms. Department of Marine Resources for the 2026 GOMESA Harbor Breakwater Wall grant in the amount of \$5,400,000.00 effective July 1, 2026, through June 30, 2031, and authorize having the City engineer advertise the project, as requested by Marian Governor, City Clerk. A-3

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Joe Piernas the Board unanimously approved adopting the order/resolution authorizing use of unmarked police vehicles and send a certified copy to the State Auditor's office as required per state statute 25-1-87, as requested by Marian Governor, City Clerk. A-4

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Upon motion of Alderman Barry Dreyfus and seconded by Alderman Joe Piernas the Board unanimously approved discussing adopting Ordinance 717 to modify Ordinance 589 and 583 adding verbiage to Sec. 74-91 Parking regulations on highway 90 and residential streets to prevent overnight parking, pending City Attorney, Jim Simpson approval, as requested by Alderman Barry Dreyfus. A-5

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Greg Federico the Board unanimously tabled adopting Ordinance 717 to modify Ordinance 589 and 583 adding verbiage to Sec. 74-91 Parking regulations on highway 90 and residential streets to prevent overnight parking, pending City Attorney, Jim Simpson approval, as requested by Alderman Barry Dreyfus. A-5

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Victor Pickich the Board unanimously approved adopting Ordinance 719 amending Ordinance 492 Sec. 82-19 through Sec. 82-26 to regulate the removal, pruning, construction activities and violations affecting the protected trees in the City of Pass Christian, as requested by Melodie Hayes, City Planner and Brad Manus, Beautification Director. A-6

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Victor Pickich the Board unanimously approved lease agreement for six months starting July 1, 2026, to January 31, 2027, with Sea Level PCH, LLC, at the rate of \$627.11 per month for space at the NW corner of the parking lot in the West Harbor as recommended by the Marian Governor, City Clerk. A-7

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Upon motion of Alderman Victor Pickich and seconded by Alderman Barry Dreyfus the Board unanimously approved accepting the April 2026 Budget Report, as requested by Marian Governor, City Clerk. A-8

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Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved the updated 2026-2027 Harbor and slip improvement contracts for rentals, as requested by the Harbormaster James Butcher. A-9

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Greg Federico the Board unanimously tabled discussing bids for Disaster Debris Removal and Disposal for the 2026 Hurricane Season that were opened on April 21,2026, as requested by Fire Chief Woodman

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Victor Pickich the Board unanimously approved discussing bids for the Disaster Debris monitoring service for the 2026 Hurricane Season that were opened on April 21,2026, as requested by Fire Chief Woodman.

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Upon motion of Alderman Victor Pickich and seconded by Alderman Joe Piernas the Board unanimously approved awarding bid for the Disaster Debris monitoring service for the 2026 Hurricane Season that were opened on April 21,2026, to Debris Tech, as requested by Fire Chief Woodman.

EVENTS

Upon motion of Alderman Joe Piernas and second by Alderman Greg Federico the Board unanimously took no action on approving a \$250 donation to the St. Baldrick's Golf Tournament 2026, being held on May 30, 2026, at the Pass Christian Isle Golf Club, to benefit kid's cancer through the St. Baldrick's Foundation, this bringing favorable notice to the resources and opportunities of the City. The funds will be taken out.

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Upon motion of Alderman Kirk Kimball and second by Alderman Victor Pickich the Board unanimously approved two 66" x 36" aluminum highway signs to be placed on HWY 90 at the city limits from Pass Christian Main Street. The signs say, "Mississippi Designated Main Street Community." This recognition announces that Pass Christian is officially recognized for its commitment to a structured effort to boost economic vitality, enhance design, promote, and organize, with an aim to foster sustainable, community driven development thus bringing favorable notice to the resources and opportunities to the City, as requested by Wendy Diaz. E-2

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Upon motion of Alderman Kirk Kimball and second by Alderman Victor Pickich the Board unanimously approved request from the Library to hold their annual One Book One Pass Author Presentation on Thursday, November 19, 2026, at 6:30 p.m., at the Randolph Center, this bringing favorable notice to the resources and opportunities of the City, as requested by Denise Saucier, Head Librarian. E- 3

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Upon motion of Alderman Barry Dreyfus and second 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 16, 2027, at 2:00 pm (Rain date would be Sunday, January 17, ²⁰²⁷, at 2:00 pm). This will be our 3rd 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 as the designated beneficiaries of any funds raised, this bringing favorable notice to the resources and opportunities of the City. The Krewe of Waggus organizing committee would like to

ask the City to provide the following: (E-4)

- 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
- Use the City Stage if needed
- Other resources as deemed necessary by the Mayor

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Upon motion of Alderman Joe Piernas and second by Alderman Greg Federico the Board unanimously approved discussing Cruisin the Coast 2026 scheduled for October 8 – 10, 2026, this bringing favorable notice to the resources and opportunities of the City, as requested by Mayor Kenny Torgeson. E-5

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Upon motion of Alderman Greg Federico and second by Alderman Joe Piernas the Board unanimously approved Cruisin the Coast 2026 scheduled for October 8 – 10, 2026, which will include \$20,000.00 donation and City committed \$5,00.00 and to modify item 16 in the agreement and to have City Attorney, Jim Simpson, to verify necessary changes were made, this bringing favorable notice to the resources and opportunities of the City, as requested by Mayor Kenny Torgeson. E-5

CONSENT AGENDA

Upon motion of Alderman Joe Piernas and seconded by Alderman Kirk Kimball the Board unanimously approved items 1-15 and 17-19.

1. Approved - Administrative - Payment Application No.12 to LJ Construction, Inc., for the North St. Gravity Sewer Improvement Phase II and III (GOMESA) in the amount of \$236,516.78, as recommended by Andrew Levens. CA-1

2. Approved - Administrative - Payment Application No.1 to David Rush Construction, LLC for Hurricane Ida Repairs – Phase II in the amount of \$464,729.08, as recommended by City Engineer, Bob Escher. CA-2
3. Approved - Administrative - Request to send Alderman Greg Federico to the Mississippi Rural Water Association 2026 Board Member Management Training in Biloxi, MS, May 28, 2026. Registration fee is \$115.00, no per diem, as requested by Alderman Greg Federico. CA-3
4. Approved - Administrative - The Cash change drawer from Dawn Sanders to Amber Carter in the amount of \$100.00, as requested by Marian Governor.
5. Approved - Administrative - The Oath of Office from Amber Carter, Council Clerk/Deputy Clerk, as requested by Marian Governor, City Clerk. CA-5
6. Approved - Court - Restitution in the amount of \$40.00 to Robert Guyotte. Antoine Biggs was ordered to pay restitution on December 1, 2017, in the amount of \$1,320.43 to Robert Guyotte for medical bills. These are ongoing payments, as requested by Judge Negrotto. CA-6
7. Approved - Fire - The surplus and disposal of the following asset, as requested by Fire Chief Woodman.
 - 1397- Nozzle Task Force B-BH 1"
 - 0421- Water Heater
8. Approved - Harbor - Ratifying approving the termination of Carlos Fairley effective May 6, 2026. New hire who never showed up for work, as requested by Harbormaster James Butcher.
9. Approved - Harbor - Hiring Thomas Mears as Harbor Service employee effective May 19th, 2026, at a rate of \$13.46, pending background checks and physical/drug screens, as requested by Harbormaster James Butcher.

10. Approved - Harbor - Motion to transfer a skid steer (Serial # JX918133), car hauler (Vin#7PZBA2024RT008586), and a Flat Bed Utility Trailer (Vin#16VZF3124N6140246) from the Harbor Department to the Public Works, as requested by Harbor Master, James Butcher.
11. Approved - Harbor - Motion to transfer a 2016 Toyota Tacoma (Asset# 01563) from the Harbor Department to the Beautification Department, as requested by Harbor Master, James Butcher.
12. Approved - Harbor - The refund of \$873.10 to Paul Tregre due to slip cancelation as requested by the Harbormaster James Butcher. CA -12
13. Approved - Planning- A lot split of parcel #0412J-01-025.006 located at approximately 133 Alicia Street. The lot split from one parcel to two is a "by right" request. Current zoning is T3R and allows for single family dwelling to be placed on the parcel(s), as requested by Melodie Hayes, City Planner. CA- 13
14. Approved - Police - Request to reimburse Investigator Steve Morris \$203.25 for uniform pants. This reimbursement will be deducted from previously approved clothing allowance for investigators, as requested by Police Chief Freeman. CA-14
15. Approved - Police - Adding Ian Estorffe to part-time list of officers (as non-sworn personnel) at \$20.00 per hour, and not to exceed 20 hours per week, pending psychological and urinalysis effective May 22, 2026. This is a budgeted position and funds are available, as requested by Police Chief Freeman. CA-15
16. Upon motion of Alderman Joe Piernas and second by Alderman Kirk Kimball the Board unanimously approved recommendation to hire Deshaun Cherry to fill the existing vacancy effective May 22, 2026, and a starting salary of \$19.26 per hour plus holiday pay, pending urinalysis and psychological exam. Position has a one-year probationary period. This is a budgeted position and funds are available, as requested by Police Chief Freeman.

17. Approved - Public Works - The surplus and disposal of the following Flip Phones located at Public Works. These phones have been decommissioned and are no longer in use. Remove from City inventory. List of assets to be retired and destroyed:

- Assets 's 02915, 02917, 02920, 02921, 02946

18. Approved – Recreation - Refund request in the amount of \$35.50 due to the 16u Division not having enough participants, for Sesilie Garcia, who paid for Raiders Flag Football on April 16, 2026, as requested by Bret Bentz, Recreation Director. CA-18

19. Approved - The minutes of May 5, 2026, Regular Mayor and Board of Aldermen meeting, with changes, as requested by Deputy City Clerk, Dawn Sanders. CA-19

CLAIMS DOCKET

Upon motion of Alderman Joe Piernas and second by Alderman Kirk Kimball the Board unanimously approved the Claims Docket in the amount of \$152,015.93. CD-1

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Upon motion of Alderman Joe Piernas the Board unanimously approved going into Closed Session to determine going into Executive Session concerning a personnel matter in the Police Department, as requested by Police Chief Freeman.

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Upon motion of Alderman Victor Pickich and seconded by Alderman Kirk Kimball the Board unanimously approved coming out of Closed Session.

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Upon motion of Alderman Joe Piernas and seconded by Alderman Victor Pickich the Board unanimously approved going into Executive Session concerning a personnel matter in the Police Department.

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Upon motion of Alderman Joe Piernas and seconded by Alderman Kirk Kimball the Board unanimously approved coming out of Executive Session.

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The Board took no action in Executive Session, only received update from City Attorney, Jim Simpson, on personnel matter in the Police Department.

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Joe Piernas the Board unanimously approved to adjourn at 7:25 p.m.

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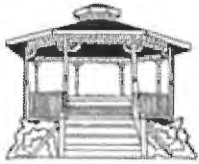
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Mayor

5-19-2026
Date

City Clerk

5-19-2026
Date



City of Pass Christian, MS

Docket of Claims Register

APPKT08292 - BOA 6/2/26

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01909	AGJ SYSTEMS AND NETWORKS IN	DKT27726					6,630.05
	131822	Email Hosting	Invoice	06/01/2026	Email Hosting	001-107-600	750.05
	131907	BDR	Invoice	06/01/2026	BDR	001-107-600	280.00
	MSP-131735	MSP-Complete Care	Invoice	06/01/2026	MSP-Complete Care	001-107-600	5,600.00
01909	AGJ SYSTEMS AND NETWORKS IN	DKT27727					2,841.45
	131822W	Email Hosting	Invoice	06/01/2026	Email Hosting	400-107-600	321.45
	131907W	BDR	Invoice	06/01/2026	BDR	400-107-600	120.00
	MSP-131735W	MSP-Complete Care	Invoice	06/01/2026	MSP-Complete Care	400-107-600	2,400.00
02111	ALLIANCE PEST CONTROL LLC	DKT27728					310.00
	138766	Pest Control(City Hall)	Invoice	05/19/2026	Pest Control(City Hall)	001-300-603	30.00
	138767	Pest Control(Court)	Invoice	05/19/2026	Pest Control(Court)	001-300-603	30.00
	138768	Pest Control(Code)	Invoice	05/19/2026	Pest Control(Code)	001-300-603	30.00
	138774	Pest Control(Harbor)	Invoice	05/19/2026	Pest Control(Harbor)	001-300-603	30.00
	138778	Pest Control(Rec)	Invoice	05/19/2026	Pest Control(Rec)	001-300-603	30.00
	138783	Pest Control(PW)	Invoice	05/19/2026	Pest Control(PW)	001-300-603	30.00
	138788	Pest Control(Senior)	Invoice	05/19/2026	Pest Control(Senior)	001-300-603	30.00
	138793	Pest Control(PD)	Invoice	05/19/2026	Pest Control(PD)	001-300-603	35.00
	138798	Pest Control(FD#2)	Invoice	05/19/2026	Pest Control(FD#2)	001-300-603	30.00
	138799	Pest Control(FD)	Invoice	05/19/2026	Pest Control(FD)	001-300-603	35.00
02111	ALLIANCE PEST CONTROL LLC	DKT27729					30.00
	138769	Pest Contrl(Water)	Invoice	05/19/2026	Pest Contrl(Water)	400-700-600	30.00
02570	AMERICAN TANK MAINTENANCE	DKT27730					14,881.66
	116177	300KGE-Bayview Street Tank	Invoice	06/01/2026	300KGE-Bayview Street Tank	118-703-600	7,161.58
	116356	300KGE-East 2nd Street Tank	Invoice	06/01/2026	300KGE-East 2nd Street Tank	118-703-600	7,720.08
02223	AUTO SERVICE CENTER, INC.	DKT27731					95.74
	32956	UNIT 210 OIL CHANGE	Invoice	05/19/2026	UNIT 210 FEES	001-200-560	3.00
					UNIT 210 OIL	001-200-560	20.25
					UNIT 210 OIL CHANGE	001-200-560	47.50
					UNIT 210 TIRE ROTATION	001-200-571	24.99
02099	BAREFIELD WORKPLACE SOLUTIC	DKT27732					37.34
	200553	Pens	Invoice	05/21/2026	Pilot Precise V5 Extra-Fine Premium Ca	001-110-505	12.93
					Pilot Precise V5 Extra-Fine Premium Ca	001-110-505	11.48
					Pilot Precise V5 Extra-Fine Premium Ca	001-110-505	12.93
02099	BAREFIELD WORKPLACE SOLUTIC	DKT27733					13.50
	200553-00	Paper Clips	Invoice	05/08/2026	Paper Clips	400-700-500	13.50

Docket of Claims Register

APPKT08292 - BOA 6/2/26

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00476	BSN SPORTS 934196696	DKT27734 Ball Bags/Footballs	Invoice	05/20/2026	BADEN MESH BALL BAG(1470955) YOUTH COMPOSITE FOOTBALL(122768	001-506-505 001-506-505	144.33 67.45 76.88
00038	CABLE ONE INV0014479	DKT27735 Internet	Invoice	05/15/2026	315 Clark Ave	001-107-628	273.86 273.86
01998	CELLULAR SOUTH, INC INV0014478	DKT27736 Water Cellular	Invoice	05/22/2026	Water Cellular	400-700-605	143.82 143.82
01998	CELLULAR SOUTH, INC INV0014477	DKT27737 City/Harbor Celluar	Invoice	05/22/2026	City Harbor	001-107-605 480-751-605	2,617.98 2,347.98 270.00
00046	CENTERPOINT ENTERY/ENTEX INV0014481	DKT27738 808 E Second St	Invoice	05/20/2026	808 E Second St	001-220-627	55.74 55.74
00051	CITY OF PASS CHRISTIAN INV0014496	DKT27739 Reimbursement Depository(Gills Crane	Invoice	05/26/2026	Reimbursement Depository(Gills Crane	150-105-911	299,961.19 299,961.19
00525	CNA SURETY INV0014480	DKT27740 Bond	Invoice	05/15/2026	Bond(18064018) Bond(68762250)	001-105-620 001-105-620	6,825.00 5,075.00 1,750.00
01534	COBURN SUPPLY COMPANY, INC 666218963 666218994	DKT27741 Meter Install(348 Grayson Ave) Meter Change(215 E 2nd)	Invoice Invoice	05/13/2026 05/14/2026	Pvc Adapter Cement Primer Cleaner Pvc Coupling Reducer Bushing Sch 40 Coupling	400-704-560 400-704-560 400-704-560 400-704-560 400-704-560 400-704-560	117.13 0.96 26.28 16.84 6.23 0.91 1.08
	666219012	Sewer Clean Out(905 East 20d St)	Invoice	05/15/2026	Female Adapter Threaded Plug	400-702-560 400-702-560	38.04 26.79
02100	CVR COMPUTER SUPPLIES INC 0339996-IN	DKT27742 CANON PPB6200d BLACK	Invoice	05/19/2026	CANON PPB6200d BLACK HP 923 STANDARD BLACK HP 923 STANDARD CYAN HP 923 STANDARD MAGENTA HP 923 STANDARD YELLOW	001-200-500 001-200-500 001-200-500 001-200-500 001-200-500	237.36 128.50 39.99 22.99 22.89 22.99
01143	DAWN SANDERS INV0014491	DKT27743 Pay (4/20-26)(4/27-5-1)(4-8)(11-15)(1	Invoice	05/29/2026	212.30 hrs x \$20.80	001-105-600	4,420.00 4,420.00
00081	DPS CRIME LAB 90174638	DKT27744 Analytical Fees	Invoice	05/15/2026	Analytical Fees	001-200-505	420.00 420.00

Docket of Claims Register

APPKT08292 - BOA 6/2/26

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00218	FERGUSON US HOLDINGS	DKT27745					4,773.40
	0891867	Fire Hydrant Replacement(Fleitas Ave)	Invoice	05/19/2026	Cover O Ring	400-704-560	20.00
					Housing O Ring	400-704-560	38.94
					Hydrant O Ring	400-704-560	68.14
					Hydrant Valve	400-704-560	205.00
	0893514	Stock(Water)	Invoice	05/19/2026	Brs Gbl	400-704-560	33.00
					Brs Nip	400-704-560	36.80
					Clamps	400-704-560	1,009.74
					Cts Coup	400-704-560	113.52
					Cts Pj	400-704-560	147.78
					Gaskets	400-704-560	432.00
					Glnl Onelock	400-704-560	408.00
					Pj Coup	400-704-560	51.48
	0893723	Stock(Water)	Invoice	05/19/2026	Pj Corp	400-704-560	1,404.00
	0893791	Hydrant Replacement(Magnolia/90)	Invoice	05/19/2026	Fire Hydrant	400-704-560	805.00
00096	FUELMAN	DKT27746					7,842.24
	NP70517980	Fuel	Invoice	05/17/2026	Beau	001-502-525	396.45
					Code	001-110-525	66.75
					FD	001-220-525	608.98
					Harbor	480-751-525	209.49
					PD	001-200-525	1,865.09
					PW	001-301-525	575.38
					Rec	001-506-525	115.95
	NP70536291	Fuel	Invoice	05/24/2026	Beau	001-502-525	226.36
					Exe	001-102-525	46.29
					FD	001-220-525	953.78
					Harbor	480-751-525	205.71
					PD	001-200-525	1,989.53
					PW	001-301-525	531.47
					Rec	001-506-525	51.01
00096	FUELMAN	DKT27747					136.81
	NP70517980W	Fuel	Invoice	05/17/2026	Fuel	400-700-525	68.43
	NP70536291W	Fuel	Invoice	05/24/2026	Fuel	400-700-525	68.38
00097	G & O SUPPLY CO, INC	DKT27748					436.80
	G19231	PW FY 25/26 G & O Pipes Sypplly	Invoice	05/18/2026	12x20 Solid Pipe	001-301-586	436.80
00108	GULF COAST BUSINESS SUPPLY	DKT27749					24.94
	373364	BLEACH/CASE	Invoice	05/22/2026	BLEACH/CASE	001-200-500	24.94
01634	GULF COAST PUMP & EQUIPMEN	DKT27750					395.00
	26249	Grinder Repair(560 Henderson)	Invoice	05/19/2026	Panel	400-702-560	395.00

Docket of Claims Register

APPKT08292 - BOA 6/2/26

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description					Distribution Amount
02644	GULF COAST TRACTOR AND TRAI	DKT27751					3,089.60
	1034	1112 1113 1114 Oil Change	Invoice	05/14/2026	80w90	001-220-560	83.40
					DOT Inspection	001-220-560	285.00
					Oil Filter	001-220-560	525.00
					Planned Maintenance	001-220-560	255.00
					Rear End Fill	001-220-560	537.00
					Services	001-220-560	492.44
					shell t6 15w40	001-220-560	911.76
00119	HARRISON COUNTY LIBRARY SYS.	DKT27752					15,929.75
	FY2026-May	Operation of Pass Library	Invoice	05/15/2026	Operation of Pass Library	140-350-645	15,929.75
00126	HARRISON COUNTY UTILITY AUTI	DKT27753					107,577.53
	INV0014483	Disposal, Landfill, Dumpster Billing	Invoice	05/14/2026	Disposal, Landfill, Dumpster Billing	400-705-600	8,255.53
	INV0014484	Wastewater, Disposal, Water	Invoice	05/15/2026	Waste/Disposal	400-705-600	64,158.00
					Wastewater Debt Service, Capital Proje	400-706-600	33,865.00
					Water	400-706-600	1,299.00
01912	INT'L ASSOC. FOR PROPERTY ANI	DKT27754					65.00
	M26-C697126	MEMBERSHIP RENEWAL- H. ENTREKIN	Invoice	05/21/2026	MEMBERSHIP RENEWAL- H. ENTREKIN	001-200-610	65.00
02516	KD SERVICES LLC	DKT27755					150.00
	INV0014482	Scope of work: service "Savaria" Vertic	Invoice	05/12/2026	Scope of work: service "Savaria" Vertic	001-200-560	150.00
00178	KROL ELECTRIC INC.	DKT27756					1,975.00
	249027	Repair for pier C	Invoice	05/20/2026	Repair for pier C	480-751-635	1,975.00
01815	MES SERVICE COMPANY	DKT27757					3,045.00
	IN2509227	Gas Sensors	Invoice	05/19/2026	Calibration Gas- 58L- 100ppm CO, 25pj	001-220-635	610.00
					Cylinder, Calibration Gas, 10 ppm Chlo	001-220-635	610.00
					DUAL PACK, SENSOR, 6A-CO, TANGO T	001-220-635	390.00
					Replacement Sensor, Ventis Pro4/5, O:	001-220-635	315.00
					SENSOR VENTIS PRO CHLORINE	001-220-635	690.00
					SENSOR, DAS, CAT, 0-100% LEL, PENTA	001-220-635	430.00
00204	MICRO-METHODS, INC	DKT27758					134.00
	2605205-424	Boil Water(215 Kingswood)	Invoice	05/13/2026	Boil Water(215 Kingswood)	400-704-560	134.00
02096	MITCHELL REPAIR INFORMATION	DKT27759					2,880.00
	M1Q00007344	Maintenance (SE Plus Govt Sub Cloud)	Invoice	04/14/2026	Maintenance (SE Plus Govt Sub Cloud)	001-301-560	2,880.00
00208	MS DEPT. OF EMPLOYMENT SECL	DKT27760					1,462.63
	INV0014485	Unemployment Contribution(Kenda Fe	Invoice	05/25/2026	Unemployment Contribution(Kenda Fe	001-200-490	1,462.63
00634	MS MUNICIPAL COURT CLERK'S A	DKT27761					125.00
	INV0014490	2026 annual dues	Invoice	05/15/2026	2026 annual dues	001-101-610	125.00
00215	MS POWER CO	DKT27762					8,563.90
	INV0014488	Pump/Lift Stations	Invoice	05/12/2026	Lift Station	400-701-625	5,450.96
					Pump Station	400-703-625	3,112.94

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00215	MS POWER CO	DKT27763					34,607.34
	INV0014486	Traffic/Street Lights	Invoice	05/18/2026	Traffic/Street Lights	001-301-631	18,914.14
	INV0014487	City Wide Department Electric	Invoice	05/12/2026	Beau	001-502-625	1,004.80
					CH	001-105-625	2,096.26
					FD	001-220-625	828.06
					Harbor	480-751-625	8,645.77
					PD	001-200-625	70.83
					PW	001-301-625	577.39
					Rec	001-506-625	265.26
					SC	001-294-625	538.05
					St.Lights	001-301-631	1,666.78
00230	NAPA OF BAY ST. LOUIS	DKT27764					525.95
	443638	PW FY 25/26 NAPA AUTO	Invoice	05/22/2026	Compressor	001-301-560	525.95
00474	NASSAW LAMP	DKT27765					312.90
	19278	4Ft. Fluorescent bulbs	Invoice	05/18/2026	4Ft. Fluorescent bulbs	001-301-505	195.00
					Fluorescent F17	001-301-505	117.90
02654	NATIONAL ASSOCIATION OF FORI	DKT27766					100.00
	INV-000068	ANNUAL MEMBERSHIP D. FREEMAN	Invoice	03/30/2026	ANNUAL MEMBERSHIP D. FREEMAN	001-200-610	100.00
01722	PARISH TRACTOR COMPANY LLC	DKT27767					181.14
	P52212	Valve gasket	Invoice	05/14/2026	Gasket Head CO M4A2	001-301-560	70.60
					Seal Injection	001-301-560	90.80
	P52213	Valve gasket	Invoice	05/14/2026	Valve Gasket Head Cover	001-301-560	19.74
01152	PERFORMANCE TIRE & WHEEL	DKT27768					2,070.58
	2-GS113157	INVOICE 2-GA113157 2018 CHARGER T	Invoice	05/01/2026	BALANCE	001-200-571	63.80
					DISPOSAL	001-200-571	22.00
					INVOICE 2-GA113157 2018 CHARGER T	001-200-571	500.08
					TIRE FEE REIMBURSE	001-200-571	4.00
					VALVE STEM	001-200-571	40.00
	2-GS113667	2023 EXPEDITION TIRES	Invoice	05/15/2026	BALANCE	001-200-571	63.80
					DISPOSAL	001-200-571	19.50
					STATE TIRE FEE	001-200-571	4.00
					VALVE STEM	001-200-571	22.00
					W/O 2-6S113667 FIRESTONE DESTINA	001-200-571	607.80
	2-GS113910	UNIT 201 FIRESTONE DESTINATION TIR	Invoice	05/21/2026	BALANCE	001-200-571	22.00
					BALANCE	001-200-571	63.80
					DISPOSAL	001-200-571	26.00
					STATE FEE TIRE REIMBURSE	001-200-571	4.00
					UNIT 201 FIRESTONE DESTINATION TIR	001-200-571	607.80
00273	RAINBOW SPRING WATER, INC	DKT27769					103.88
	300840	Water Service(PD)	Invoice	05/15/2026	Water Service(PD)	001-200-505	66.64
	300860	Water Service(Harbor)	Invoice	05/15/2026	Water Service(Harbor)	480-751-505	37.24

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	Payable Number	Payable Description					Distribution Amount
02541	SHEILA BRYANT	DKT27770					200.00
	INV0014489	Randolph Cleaning Fee	Invoice	05/17/2026	Randolph Cleaning Fee	001-294-603	200.00
00308	SOUTH MS BUSINESS MACHINE	DKT27771					17.40
	0626W	Printer Rental(Water)	Invoice	06/01/2026	Printer Rental(Water)	400-700-600	17.40
00308	SOUTH MS BUSINESS MACHINE	DKT27772					1,319.45
	0626	City Wide Printer Rentals	Invoice	06/01/2026	City Wide Printer Rentals	001-107-600	883.00
	503650	Printer Overage	Invoice	05/28/2026	Printer Overage	001-107-639	436.45
02121	SOUTHERN HOSPITALITY SUPPLY	DKT27773					115.65
	38539	Copy Paper	Invoice	05/19/2026	Copy Paper	001-105-500	115.65
00312	SOUTHERN PRINTING	DKT27774					76.84
	261120	Jerseys Flag Football	Invoice	05/11/2026	Jerseys Flag Football	001-506-551	76.84
00542	SOUTHLAND HEATING & AIR CON	DKT27775					250.00
	5375	Service call for A/C repair for the Librai	Invoice	04/16/2026	Service Call(Changed Fuse)Library	001-300-600	250.00
01784	THE SOUTHERN CONNECTION PC	DKT27776					397.30
	AR003504	Chief White shirt	Invoice	05/15/2026	LS POLYESTER SUPERSHIRT 8670/ 6007	001-220-535	79.99
	AR003657	Gear wash	Invoice	05/19/2026	Gear wash 1 gallon	001-220-535	43.25
	AR003755	BOYD, QUOTE QT000538	Invoice	05/21/2026	18" CLIP ON NECKTIE	001-200-535	9.00
					BLAUER FLEX PRO CLASSIC 15.5-33	001-200-535	74.99
					BLAUER FLEX PRO CLASSIC PANTS 12R	001-200-535	74.99
	AR003887	QUOTE 000630 4 STARS GOLD	Invoice	05/25/2026	QUOTE 000630 3 STARS GOLD	001-200-535	42.00
					QUOTE 000630 4 STARS GOLD	001-200-535	50.36
					QUOTE 000630 CAPTAIN STARS GOLD	001-200-535	22.72
01454	UNITED TECHNOLOGIES	DKT27777					990.84
	100402338005	Maintenance(6/1-7/31/26)	Invoice	06/01/2026	Maintenance(6/1-7/31/26)	480-751-600	990.84
01327	VETERINARY MEDICAL ARTS PLLC	DKT27778					48.00
	244385	INVOICE 244385 SCOUT FOOD	Invoice	05/19/2026	INVOICE 244385 SCOUT FOOD	001-200-505	48.00
01817	VINSON UNIFORMS, INC	DKT27779					741.80
	200123	INV. 200123 TRIPLE GOLD STAR	Invoice	05/11/2026	GOLD STRIPING	001-200-535	160.00
					GOLD STRIPING SEWING	001-200-535	75.00
					INV. 200123 CAPTAIN BARS	001-200-535	18.95
					INV. 200123 QUAD GOLD STAR	001-200-535	26.00
					INV. 200123 TRIPLE GOLD STAR	001-200-535	21.50
	200185	Germany/Wayne Name Badges	Invoice	05/13/2026	BLA-J-1-SILVE-1/2" * SILVER * Nameta	001-220-535	38.00
					FEC-38804-86-NAVY-42-R * Navy * Na	001-220-535	195.70
					Nickle Badge 2 0 81.00 162.00 "FIREFI	001-220-535	168.65
					SILVER * Serving Since Pin	001-220-535	38.00
00170	W.S. KEEL LUMBER	DKT27780					40.25
	59285	Fire Hydrant Replacement(Magnolia/9	Invoice	05/14/2026	Concrete	400-704-560	40.25

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	Payable Number	Payable Description					Distribution Amount
00356	WASTEWATER PLANT SERVICE	DKT27781					45,334.17
	17349	Operation Maintenance(Wells,Towers, Invoice		05/31/2026	Waste	400-704-603	27,200.51
					Water	400-702-603	18,133.66
Total Claims: 56						Total Payment Amount:	586,096.24