

CITY OF PASS CHRISTIAN
REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMAN
August 18, 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, August 18, 2026, Board of Alderman Meeting

PROCLAMATION

- 2026 U.S. Kids Golf World Champion – Charlie Magee

ADMINISTRATIVE

1. Consider hearing an update on Blighted properties in Ward 3, as requested by Alderman Kirk Kimball.
2. Consider adopting Ordinance 720 to modify Ordinance 628 Codified as Section 58-173 in the code of ordinances and other provisions inconsistent herewith regulating driveways, sidewalks and parking lots; residential and commercial, as requested by Melodie Hayes, City Planner. A-2
3. Consider approving Final Payment, Accepting Closeout Documents and Change Order No. 1 in the amount of (\$16,992.50), which decreases the contract for a revised contract amount of \$133,056.00.

Final Payment Application No. 2 in the amount of \$6,652.80, to Moran Hauling Inc. The proposed change is necessary or incidental to the completion of the work as originally bid, is commercially reasonable and is not made to circumvent the public purchasing laws, and that any increase or decrease in cost is reasonable, as requested by Bob Escher, City Engineer. A-3

4. Consider approving Change Order No. 1 for Whispering Oaks Subdivision – Phase II, in the amount of \$12,615.00 due to the discovery of an 8” water main on the southern end of the property was on the South side of Scenic Drive in the median area. The subdivision plans showed the subdivision water main to be connected to an 8” water main on the North side of Scenic Drive. This connection is necessary to create a loop in the water system through the subdivision. The proposed change is necessary or incidental to the completion of the work as originally bid, is commercially reasonable and is not made to circumvent the public purchasing laws, and that any increase or decrease in cost is reasonable, as requested by Bob Escher, City Engineer. A-4
5. Consider approving Final Change Order No. 1 for 118 Barkley Drive Drainage Repairs, to decrease the final contract amount by (\$4,309.00) with the final payment in the amount of \$26, 276.00 to be paid to DNA Underground and to be paid from 118-301-911 (MIT FUND). The proposed change is necessary or incidental to the completion of the work as originally bid, is commercially reasonable and is not made to circumvent the public purchasing laws, and that any increase or decrease in cost is reasonable, as requested by Bob Escher, City Engineer. A-5
6. Consider approving Change Order No. 2 for Lift Station No. 31 Relocation ARPA/MCWI Project No. 220, to decrease the final contract amount by (\$16,334.00) with the final payment for Payment Application No. 3 in the amount of \$30,961.30. The grand total for the project is \$533,7726.00, as requested by Bob Escher, City Engineer. A-6
7. Consider approving Change Order No. 6 for North Street Gravity Sewer Improvement Phases II & III, to increase the contract amount by \$11,502.06, due to the quantity adjustments based on final field

measurements and to authorize Pay Application No. 15 in the amount of \$480,911.99, payable to LJ Construction, as requested by Andrew Levens. A-7

8. Consider approving the rule changes in attached exhibit to the Civil Service Manual, as approved by the Civil Service Commission, as requested by Fire Chief Woodman A-8
9. Consider approving advertising internally for the Deputy Chief/ Chief of Training Position, as requested by Fire Chief Woodman.
10. Consider ratifying the amendment of the Stella Maris harbor lease adding the fuel dock area for the period of June 1, 2026, through ____, as requested by Jim Simpson, City Attorney. A-10
11. Consider approving the contract with Water Company of America to complete a review of the City's Utility billing system, as requested by Marian Governor, City Clerk. A-11
12. Consider accepting the July 2026 Budget Report, as requested by Marian Governor, City Clerk. A-12

EVENTS

1. Consider approving the use of the Fire Department rescue boat and personnel to provide support for the annual Swim Across the Bay being held on September 13 from 7am to 11am, this bringing favorable notice to the resources and opportunities of the City, as requested by Fire Chief Woodman. E-1

PLANNING DEPARTMENT

- Consider hearing from Melodie Hayes, City Planner with an update on Short-Term Rentals

CONSENT

1. Administrative - Consider approving Payment Application No. 2 to Gulf Coast Solutions LLC in the

amount of \$143,439.64 for Whispering Oaks Subdivision – Phase II, to be paid from SB2468, as requested by Bob Escher, City Engineer. CA-1

2. Administrative - Consider approving Final Payment Application No. 3 to Ray C Weaver Mech Contrs Inc. in the amount of \$12,565.00 for the Police Station/EOC Emergency HVAC Replacement, to be paid from 2025 Bond, as requested by Bob Escher, City Engineer. CA-2
3. Administrative – Consider approving Payment Application No. 2 to C & O Marine Construction LLC, in the amount of \$129,913.65 for the East Small Craft Harbor- Secure Concrete Fillers in the Bulkhead Walls, to be reimbursed under the FY21 Tidelands Trust Fund, as requested by Bob Escher, City Engineer. CA-3
4. Administrative – Consider approving Final Payment Application No. 4 and Acceptance of Closeout Documents to David Rushing Construction LLC in the amount of \$31,763.34 for Hurricane Ida Repairs – Phase II, to be paid from 154-751-911 and amend budget, accordingly, as requested by Bob Escher, City Engineer. CA-4
5. Administrative – Consider approving Work Order No. 7 for 722 West Beach Blvd Water Main Repair, in the amount of \$20,197.00, to DNA Underground, due to a water leak that was discovered on August 4, 2026, and to declare these repairs an emergency condition. This leak is continuing to flow and is beyond the capabilities of the City's Water and Sewer Operator due to its location beneath the sidewalk on Highway 90 and between the travel lanes of Highway 90 and the retaining wall on the adjacent property. This work also requires obtaining a permit for a lane closure on westbound Highway 90 and for also working within MDOT right-of-way. The annual unit price contractor is prepared to begin the repair work as soon as he receives the MDOT permit, as requested by Bob Escher, City Engineer. CA-5

6. Administrative – Consider accepting the following infrastructure improvements as the scope of work for the 2027 GOMESA Application and authorize the Mayor to execute the application for submittal to DMR. The application will be titled 2027 City of Pass Christian Infrastructure Improvements:
 - Canal Street Water Line Replacement
 - Clark Street Water Line Extension
 - Rehab of four (4) Lift Stations
 - Replacement of gravity sewer on Henderson Avenue between CSX and North Street
7. Administrative – Consider approving the Dog Park General Liability renewal policy in the amount of \$1,369.58, as requested by Marian Governor, City Clerk. CA-7
8. Administrative – Consider approving Payment Application No. 7 to Gill's Crane & Dozer Service Inc, in the amount of \$136,465.88, to be paid from the 2024 GOMESA Grant, as requested by Bob Esher, City Engineer. CA-8
9. Beautification – Consider approving to hire Kalli Cuevas to fill the open vacancy in the Beautification Department effective August 19, 2026, at a starting rate of \$13.46 an hour as requested by Brad Manus, Beautification Director.
10. Court - Consider accepting the restitution in the amount of \$150.00 to Richard A. Purchner. Barry Washington was ordered to pay restitution on July 8, 2026, in the amount of \$1,000.00 to Mr. Purchner. These are ongoing payments, as requested by Tina Dupree, Municipal Court Clerk. CA-10
11. Court - Consider approving the restitution in the amount of \$20.00 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 Tina Dupree, Municipal Court Clerk. CA-11
12. Court – Consider approving Scott Lusk as a temporary pro-temp to hear one case due to both judges having to excuse themselves from the case, as requested by Skipp Negrotto.

13. Fire - Consider approving to hire James Sullinget probationary Firefighter, effective date August 28, 2026, pending background checks and physical/drug screens, with a one (1) year probationary period. Starting pay will be \$12.57 per hour, as requested by Fire Chief Woodman.
14. Fire - Consider approving the surplus and disposal of the following assets, as requested by Fire Chief Woodman:
- 01354- 52" VIZIO TV – LCD Screen
 - 01955 – TV Stand
 - 01954 – Sound Bar for TV 37
 - No Number – Ping Pong Table
15. Harbor – Consider approving to hire Conner Meints as Harbor Service employee effective August 18, 2026, at a rate of \$13.46, pending background checks and physical/drug screens, as requested by James Butcher, Harbor Master.
16. Harbor - Consider approving the installation of a covered boat-lift at B13 for Tim Chancellor, at the tenant's expense. All construction will comply with harbor modifications guidelines and will be installed by Innovative Builders, who will obtain DMR permits before installation, as requested by James Butcher, Harbor Master.
17. Harbor - Consider approving the installation of a covered boat-lift at B30 for Patrick Rouse Jr., at the tenant's expense. All construction will comply with harbor modifications guidelines and will be installed by Innovative Builders, who will obtain DMR permits before installation, as requested by James Butcher, Harbor Master.
18. Harbor – Consider approving the refund of \$461.38 to Ashley Evans due to slip cancellation, as requested by James Butcher, Harbor Master. CA-18
19. Planning - Consider accepting a lot merge of two parcels into one parcel located at 137 Spence Dr, Tax Parcel Numbers 0512M-01-013.000 and 0512M-01-014.000. Current zoning is T3R and this a “by right” request, as requested by Shannon Startia. CA-19

20. Planning - Consider approving a lot merge of two parcels into one parcel, 0512M-02-025.000 & 0512M-02-026.000 and retain the address of 112 Hursey Avenue. This is a "By Right" request and current zoning is T3R., as requested by Melodie Hayes, City Planner. CA-20
21. Planning – Consider approving Melodie Hayes, Brad Manus and Kirk Ladner to attend the G400 FEMA Advanced CGS- Complex incidents at Stennis Space Center on September 2-3, 2026, and the G300 FEMA Intermediate ICS for Expanding incidents at Stennis Space Center on August 25-27, 2026. With no cost to the City and authorize use of a City vehicle, as requested by Melodie Hayes, City Planner.
22. Planning – Consider accepting a donation of artwork from the Garden Club in War Memorial Park, as requested by Melodie Hayes, City Planner and Brad Manus, Beautification Director. CA-22
23. Police - Consider approving to send Investigator Alex Klodnicki and Officer Lewie Negrotto to MS Narcotics Officers Association Conference held October 13-15, 2026, in Biloxi, MS. Registration is \$150 each and includes membership fee. No lodging required and use of a City vehicle is requested. Funds are available, as requested by Police Chief Freeman. CA-23
24. Police - Consider ratifying resignation from CSO Keith Ladner effective August 17, 2026, and pay him for any comp-time and vacation pay per City policy that he may have accrued while employed, as requested by Police Chief Freeman. CA-24
25. Police - Consider ratifying request to send Sue Young and Haley Entrekin to mandatory FY26 MOHS Task Force Meeting as part of current grant agreement held August 18, 2026, in Pearl, MS and use of a City vehicle, as requested by Police Chief Freeman. CA-25
26. Police - Consider ratifying resignation from Officer Ayden Cervantes effective August 11, 2026, and pay her for any comp-time and vacation pay per City policy that she may have accrued while employed, as requested by Police Chief Freeman. CA-26

27. Water – Consider approving the request to hire Lorena Goff as a full-time Meter Reader for the Water Department effective August 19, 2026, with a starting salary of \$15.00 per hour, as requested by Olivia Lewis, Senior Accountant. CA-27
28. Consider approving the minutes of August 4, 2026, Regular Mayor and Board of Aldermen meeting, with changes, as requested by Amber Carter, Council/ Deputy Clerk. CA-28
29. Consider approving the minutes of August 11, 2026, Special Budget Meeting Mayor and Board of Alderman meeting with changes, as requested by Amber Carter, Council/Deputy Clerk. CA-29
30. Consider approving the minutes of August 13, 2026, Special Budget Meeting Mayor and Board of Alderman meeting with changes, as requested by Amber Carter, Council/Deputy Clerk. CA-30

CLAIMS DOCKET

Motion to approve the Claims Docket in the amount of \$188,969.39. CD-1

ADJOURN

A-
9/15/17

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Pass Christian held on _____ day of 2026 the following proposed Ordinance, which was reduced to writing and presented in advance of the meeting for reading and examination:

ORDINANCE NO. 720

AN ORDINANCE AMENDING ORDINANCE NO. 648 WHERE CODIFIED AS SECTION 58-173 IN THE CODE OF ORDINANCES AND OTHER PROVISIONS INCONSISTENT HERewith, REGULATING DRIVEWAYS, SIDEWALKS, PARKING LOTS; RESIDENTIAL AND COMMERCIAL. WITHIN THE CITY OF PASS CHRISTIAN.

WHEREAS, the Mayor and Board of Aldermen of the City of Pass Christian (“the governing authorities”) have hereto for adopted ordinance no. 648 and other ordinances regulating driveways, sidewalks, parking lots in residential and commercial areas within the City of Pass Christian; and

WHEREAS, having made due investigation the Governing Authorities now find that it is necessary and proper in the public interest to amend such ordinance as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PASS CHRISTIAN, MS, AS FOLLOWS:

Section 1. Ordinance Sec. 58-173. is hereby amended to read as follows

Sec. 58-173. - Driveways, sidewalks, parking lots; residential and commercial.

- (a) The construction of parking lots shall be to the rear of the building whenever possible. When necessary, parking will be allowed in a side yard, but no closer to the front than the front wall of the building. Parking in the front yard is totally discouraged.
- (b) **Due to the unique layout, lot sizes, configurations, elevations and setback requirements of the property within the Timber Ridge Subdivision in the City of Pass Christian, and considering such lots were constructed prior to the City’s**

applicable zoning and development restrictions and ordinances regarding location of driveways and parking, and finally considering there exists restrictive covenants and homeowners association rules regarding construction and location of structures, driveways, parking, setback and other unique restrictions, the provisions of (a) of this section prohibiting front load parking shall not apply to lots within the platted Timber Ridge Subdivision. A multiple lane driveway may be constructed in the Front Yard or Side Yard of a dwelling or permitted structure on lots within the platted Timber Ridge Subdivision provided each such driveway may be a maximum of twelve (12) feet wide, excluding permitted apron flaring, with not less than ten (10) feet of porous material between Driveways. At least one of such driveways must be constructed of porous material designed and installed to allow the infiltration of stormwater through the surface and into the underlying soil or engineered base, thereby reducing surface runoff. Porous materials have interconnected void spaces or openings that permit water to pass vertically through the material at a measurable infiltration rate and are typically installed over a permeable subbase. Any porous material driveway must have a hard surface material apron that is a minimum of eight (8) feet in depth measured from the edge of public street or right-of-way. The apron must be designed to prevent Porous Material from being deposited on any sidewalk or roadway. All other municipal restrictions regarding setback, aprons, flare and driveway widths shall main applicable.

- (c) The layout of the parking shall be designed to retain as many trees as possible and to present the least amount of detracton from the building and the maximum amount

of screening from the street.

(d) All parking on the north side of the highway is encouraged to be screened from the road and/or adjacent residential parcels with dense landscaping or fences of an appropriate design.

(e) The south side of Scenic Drive to the east of Davis Avenue are, in almost all cases, privately owned parcels and belong to the beach front homes located on the north side of Scenic Drive.

Section 2. This ordinance shall become effective thirty days after its passage and a summary of this ordinance shall be published in the time and manner required by law.

Alderman _____ moved adoption of the ordinance. Alderman _____ seconded the motion, and the question being put to a roll call vote by the Mayor, the result was as follows:

ALDERMAN DREYFUS	VOTED: _____
ALDERMAN PIERNAS	VOTED: _____
ALDERMAN KIMBALL	VOTED: _____
ALDERMAN FEDERICO	VOTED: _____
ALDERMAN PICKICH	VOTED: _____

A majority of the Aldermen present and voted in the affirmative, the Mayor declared the motion carried and the ordinance adopted.

SO ORDAINED this the _____ day of _____, 2026.

Mayor Kenny Torgeson

ATTEST:

Marian Governor, City Clerk



July 30, 2026

City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571
Attn: Mayor and Board of Alderpersons

via email: mgovernor@pass-christian.ms.gov

Re: **Recommendation of Final Payment and Acceptance of Closeout Documents
City of Pass Christian
Leovy Avenue Drainage Improvements**

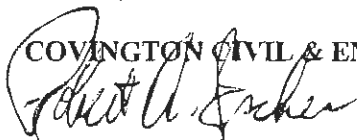
Dear Mayor and Board of Alderpersons:

This is to advise that the above-referenced project has been satisfactorily completed in substantial conformance with the contract requirements; therefore, we recommend final settlement with the Contractor as provided below:

1. Summary Change Order No. 1 in the amount of -16,992.50. This change order decreases the contract for a revised contract amount of \$133,056.00
2. Final Payment Application No. 2 in the amount of \$6,652.80;
3. Contractor's Affidavit for Liens and Waivers; and,
4. Consent of Surety to Final Payment.

Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,


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

CHANGE ORDER

No. 1 (SUMMARY)

Dated 7/30/2026

Owner's Project No.

Engineer's Project No. 16657.08

Project Leovy Avenue Drainage Improvements

Owner City of Pass Christian

Contractor Moran Hauling, Inc.

Contract Date 4/27/2026

Contract For Leovy Avenue Drainage Improvements

To:

Contractor:

Your are directed to make the changes noted below in the subject contract:

Owner

By

Mayor

Date

Nature of the Change

1. Adjust final quantities

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price \$ 150,048.50

Contract Price Prior to This Change Order \$ 150,048.50

Net Decrease Resulting from this Change Order \$ (16,992.50)

Current Contract Price Including This Change Order \$ 133,056.00

Contract Time Prior to This Change Order 30 Calendar Days.

Net Increase Resulting From This Change Order 0 Calendar Days.

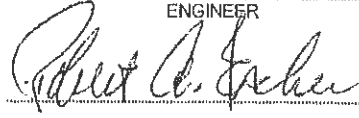
Current Contract Time Including This Change Order 30 Calendar Days.

The Above Changes Are Approved:

Covington Civil and Environmental, LLC

ENGINEER

by



Date

7-30-26

The Above Changes Are Accepted:

Moran Hauling, Inc.

CONTRACTOR

by



Date

7-30-26

[illegible]

PAYMENT APPLICATION AND CERTIFICATE

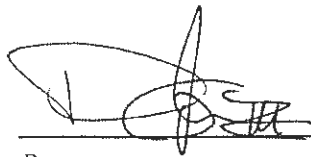
INVOICE NO: 2 (FINAL)
 APPLICATION NO: 2
 PERIOD: FROM 7/10/2026 TO 7/15/2026
 PROJECT: Leovy Avenue Drainage Improvements
 CONTRACTOR: Moran Hauling, Inc.

TAX ID #: _____
 DATE: 7/30/2026
 SHEET: 1 - 3

1. ORIGINAL CONTRACT SUM	\$ <u>150,048.50</u>
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: \$ _____ - DEDUCTIONS: \$ _____ -	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. <u>1</u>)	
ADDITIONS: \$ _____ - DEDUCTIONS: \$ <u>(16,992.50)</u>	
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	\$ <u>(16,992.50)</u>
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ <u>133,056.00</u>
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ <u>133,056.00</u>
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	<u>100%</u>
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	<u>100%</u>
9. MATERIALS ON HAND (Listing Attached)	\$ <u>-</u>
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ <u>-</u>
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ <u>133,056.00</u>
12. LESS AMOUNT RETAINED (5%)	\$ <u>6,652.80</u>
13. APPROVED RETAINAGE REDUCTION	\$ <u>6,652.80</u>
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ <u>-</u>
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ <u>133,056.00</u>
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ <u>126,403.20</u>
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ <u>6,652.80</u>

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

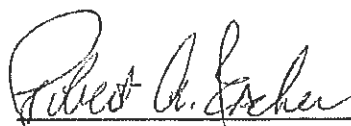
Moran Hauling, Inc.
 Contractor


 By

7/30/2026
 Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Covington Civil and Environmental, LLC
 Engineer


 By

7/30/2026
 Date

				Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
Item #	Description	Qty.	Units	Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BID ITEMS													
1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00		\$ -	1.00	\$ 7,500.00		100.00%
2	Removal of Asphalt Pavement	600	SY	\$ 2.75	\$ 1,650.00	450	\$ 1,237.50		\$ -	450.00	\$ 1,237.50		75.00%
3	Concrete Drainage Structures	8	Each	\$ 1,286.75	\$ 10,286.00	8	\$ 10,286.00		\$ -	8.00	\$ 10,286.00		100.00%
4	8" HDPE Drain Pipe (0'-6')	1,000	LF	\$ 12.00	\$ 12,000.00	940	\$ 11,280.00		\$ -	940.00	\$ 11,280.00		94.00%
5	Pipe Foundation Material (PM)	110	CY	\$ 125.00	\$ 13,750.00	110	\$ 13,750.00		\$ -	110.00	\$ 13,750.00		100.00%
6	Select Sandy Backfill (FM)	375	CY	\$ 15.00	\$ 5,625.00	375	\$ 5,625.00		\$ -	375.00	\$ 5,625.00		100.00%
7	8" Thick Limestone Base Restoration (Compacted and Tested)	600	SY	\$ 29.75	\$ 17,850.00	505	\$ 15,023.75		\$ -	505.00	\$ 15,023.75		84.17%
8	2" Hot Bituminous Surface Course (9.5 mm Mixture)	600	SY	\$ 38.25	\$ 22,950.00	505	\$ 19,316.25		\$ -	505.00	\$ 19,316.25		84.17%
9	4" Hot Bituminous Base Course (19.0 mm Mixture)	600	SY	\$ 76.25	\$ 45,750.00	505	\$ 38,506.25		\$ -	505.00	\$ 38,506.25		84.17%
10	Concrete Drive Repair	15	SS	\$ 112.50	\$ 1,687.50		\$ -		\$ -		\$ -		
11	Vegetative Cover (Seeding)	100	SY	\$ 1.25	\$ 125.00	25	\$ 31.25		\$ -	25.00	\$ 31.25		25.00%
12	Solid Sod	50	SY	\$ 7.50	\$ 375.00		\$ -		\$ -		\$ -		
13	Maintenance of Traffic	1	LS	\$ 10,500.00	\$ 10,500.00	1	\$ 10,500.00		\$ -	1.00	\$ 10,500.00		100.00%
TOTAL BID AMOUNT					\$ 150,048.50	\$ 133,056.00	\$ -	\$ 133,056.00					

VALUE OF COMPLETED WORK	\$ 133,056.00
MATERIAL INVENTORY	\$ -
SUBTOTAL	\$ 133,056.00
LESS 5% RETAINAGE	\$ 6,652.80
APPROVED RETAINAGE REDUCTION	\$ 6,652.80
TOTAL AMOUNT RETAINED TO DATE	\$ -
NET DUE	\$ 133,056.00
LESS PREVIOUS PAYMENTS	\$ 126,403.20
TOTAL THIS ESTIMATE	\$ 6,652.80

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. S056262

TO OWNER:
(Name and address)

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

PROJECT:
(Name and address)

City of Pass Christian Leovy Avenue Drainage Improvements

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

, SURETY,

on bond of
(Insert name and address of Contractor)

Moran Hauling Inc.
10380 Three Rivers Road
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 30, 2026
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal):

Blake Johnson

Employers Mutual Casualty Company

(Surety)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

Resident MS Agent/ Marsh & McLennan Agency



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Stephen Wesley Price, Jr.

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number : S056262
Principal : Moran Hauling Inc.
Obligee : City of Pass Christian

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

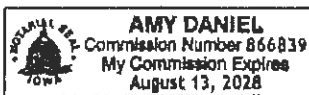
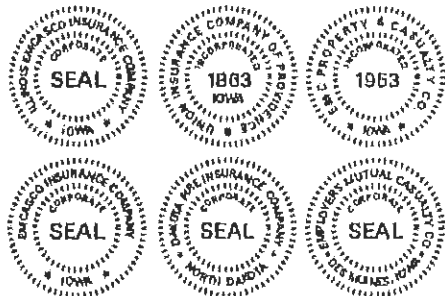
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of July, 2026.

Ryan J. Springer

Vice President

FINAL WAIVER OF LIEN

Dated: August 4, 2026

Project: Leovy Ave Drainage Improvements	Owner: City of Pass Christian	Funding Agent Contract No.:
Contract: Leovy Ave Drainage Improvements		Engineer's Project No.: 16657.08

Contractor: Moran Hauling Inc.

Contractor's Address: 10380 Three River Rd, Gulfport, MS 39503

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By Moran Hauling, Inc., Contractor

same being located in **HARRISON COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

Moran Hauling, Inc., Contractor

By:

Title: President

Date: 8/4/2026

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

Moran Hauling, Inc., Contractor

By:

Title: President

Date: 8/4/2026

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Moran Hauling, Inc., (Contractor) do hereby certify that payments for all material and labor on Leovy Avenue Drainage Improvements (Project), City Of Pass Christian (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

By:

Title: President

Date: 8/4/2026



August 5, 2026

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

Attn: Mayor and Board of Alderpersons

Re: Recommendation of Change Order No. 1
City of Pass Christian
Whispering Oaks Subdivision – Phase II

Dear Mayor and Board of Alderpersons:

During the course of the work, the contractor discovered the 8" water main on the southern end of the property was on the south side of Scenic Drive in the median area. The subdivision plans showed the subdivision water main to be connected to an 8" water main on the north side of Scenic Drive. This connection is necessary to create a loop in the water system through the subdivision. The contractor has provided a price to install the water main, by horizontal directional drilling (HDD) techniques, to the location shown on the attached exhibit in the amount of \$12,615.00. If the water main were to be installed by open-cut installation techniques, we estimate the cost of the work, including the repairs to the asphalt pavement on Scenic Drive to be approximately \$8,500.00. Installation of the water main by HDD methods, may eliminate any future maintenance of the asphalt repair by the City's public works department and will also avoid having to close that portion of Scenic Drive during the installation of the pipe and repairs to the pavement.

Because the work is necessary and the existing water main location represents a changed condition from the plans, it is our recommendation that this change order be approved.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink, appearing to read "Bob Escher", is written over the company name.

Bob Escher, P.E.

CHANGE ORDER

No. 1

Dated 8/3/2026

Owner's Project No. _____

Engineer's Project No. 16650.08

Project Whispering Oaks Subdivision - Phase II

Owner City of Pass Christian

Contractor Gulf Coast Solutions, LLC

Contract Date 3/24/2026

Contract For Whispering Oaks Subdivision - Phase II

To: _____

Contractor:

Your are directed to make the changes noted below in the subject contract:

Owner _____

By _____

Mayor

Date _____

Nature of the Change

1.Add quantity of horizontal directional bore to the existing location of the 8" water main on Scenic Drive, which is in the median area on the south side of the paved road. The directional bore will eliminate any ongoing maintenance of Scenic Drive due to possible settlement of an asphalt patch from an open cut installation.

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price \$ 659,899.80

Contract Price Prior to This Change Order \$ 659,899.80

Net Increase Resulting from this Change Order \$ 12,615.00

Current Contract Price Including This Change Order \$ 672,314.80

Contract Time Prior to This Change Order 150 Calendar Days.

Net Increase Resulting From This Change Order 14 Calendar Days.

Current Contract Time Including This Change Order

164

Calendar Days.

The Above Changes Are Approved:

Covington Civil and Environmental, LLC

ENGINEER

by



Date

8-5-26

The Above Changes Are Accepted:

Gulf Coast Solutions, LLC

CONTRACTOR

by



Date

8/4/20

Item No.	Description	Qty	Units	Unit Price	Ext. Total	Quantity this C.O.	Unit Price	Extension this C.O.	Revised Contract Quantity	Revised Contract Extension
1-A	MOBILIZATION	1	LS	\$ 20,000.00	\$ 20,000.00	0	\$ 20,000.00	\$ -	1	\$ 20,000.00
2-A	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK	40	SY	\$ 15.00	\$ 600.00	0	\$ 15.00	\$ -	40	\$ 600.00
2-B	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT	960	SY	\$ 15.00	\$ 14,250.00	0	\$ 15.00	\$ -	960	\$ 14,250.00
2-C	REMOVAL AND DISPOSAL OF EXISTING 18" RCP	32	LF	\$ 10.00	\$ 320.00	0	\$ 10.00	\$ -	32	\$ 320.00
2-D	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRIVEWAY CUT (WEST SECOND STREET)	1	LS	\$ 750.00	\$ 750.00	0	\$ 750.00	\$ -	1	\$ 750.00
4-A	REPAIR OR RECONSTRUCT DRAINAGE STRUCTURE	1	EA	\$ 1,000.00	\$ 1,000.00	0	\$ 1,000.00	\$ -	1	\$ 1,000.00
5-A	NEW SS-2 DRAINAGE STRUCTURE	7	EA	\$ 3,700.00	\$ 25,900.00	0	\$ 3,700.00	\$ -	7	\$ 25,900.00
6-B	NEW POND OVERFLOW STRUCTURE	1	EA	\$ 3,100.00	\$ 3,100.00	0	\$ 3,100.00	\$ -	1	\$ 3,100.00
8-A	18" x 11" RCAP CULVERT	144	LF	\$ 63.00	\$ 9,072.00	0	\$ 63.00	\$ -	144	\$ 9,072.00
8-B	28" x 18" RCAP CULVERT	312	LF	\$ 91.00	\$ 28,392.00	0	\$ 91.00	\$ -	312	\$ 28,392.00
8-C	36" x 23" RCAP CULVERT	16	LF	\$ 140.00	\$ 2,240.00	0	\$ 140.00	\$ -	16	\$ 2,240.00
8-D	28" x 18" FES	1	EA	\$ 1,100.00	\$ 1,100.00	0	\$ 1,100.00	\$ -	1	\$ 1,100.00
8-E	36" x 23" FES	1	EA	\$ 1,300.00	\$ 1,300.00	0	\$ 1,300.00	\$ -	1	\$ 1,300.00
8-F	6" UNDERDRAIN SYSTEM W/16 CLEANOUTS (MDOT NORMAL UNDERDRAIN TYPE I, WORKING NO UD-1, SHEET NO. 8533)	1370	LF	\$ 12.00	\$ 16,440.00	0	\$ 12.00	\$ -	1,370	\$ 16,440.00
7-A	MANHOLE	4	EA	\$ 4,470.00	\$ 17,880.00	0	\$ 4,470.00	\$ -	4	\$ 17,880.00
7-B	DOG-HOUSE MANHOLE	1	EA	\$ 12,000.00	\$ 12,000.00	0	\$ 12,000.00	\$ -	1	\$ 12,000.00
8-A	8" SEWER PIPE, DR 28 (PVC) (FM)	580	LF	\$ 25.00	\$ 14,000.00	0	\$ 25.00	\$ -	580	\$ 14,000.00
8-B	SINGLE 6" SEWER SERVICE ASSEMBLY	7	EA	\$ 1,400.00	\$ 9,800.00	0	\$ 1,400.00	\$ -	7	\$ 9,800.00
8-C	DOUBLE 8" SEWER SERVICE ASSEMBLY	4	EA	\$ 1,500.00	\$ 6,000.00	0	\$ 1,500.00	\$ -	4	\$ 6,000.00
9-A	FIRE HYDRANT ASSEMBLY	2	EA	\$ 7,300.00	\$ 14,600.00	0	\$ 7,300.00	\$ -	2	\$ 14,600.00
9-B	REMOVE AND RELOCATE EXISTING FIRE HYDRANT ASSEMBLY	1	EA	\$ 5,300.00	\$ 5,300.00	0	\$ 5,300.00	\$ -	1	\$ 5,300.00
10-A	8" x 8" TAPPING SLEEVE W/VALVE, VALVE BOX AND PAD	1	EA	\$ 7,700.00	\$ 7,700.00	0	\$ 7,700.00	\$ -	1	\$ 7,700.00
10-B	8" x 10" TAPPING SLEEVE W/VALVE, VALVE BOX AND PAD	1	EA	\$ 7,900.00	\$ 7,900.00	0	\$ 7,900.00	\$ -	1	\$ 7,900.00
11-A	1" SINGLE WATER SERVICE TAP ASSEMBLY (INCLUDES METER BOXES)	5	EA	\$ 1,150.00	\$ 5,750.00	0	\$ 1,150.00	\$ -	5	\$ 5,750.00
11-B	1-1/2" DOUBLE WATER SERVICE TAP ASSEMBLY (INCLUDES METER BOXES)	5	EA	\$ 2,200.00	\$ 11,000.00	0	\$ 2,200.00	\$ -	5	\$ 11,000.00
11-C	RELOCATE EXISTING WATER SERVICE TO LOCATION WITHIN THE NEW PROPOSED PUBLIC ROW	1	EA	\$ 1,200.00	\$ 1,200.00	0	\$ 1,200.00	\$ -	1	\$ 1,200.00
12-A	8" WATER MAIN, C900 PVC	800	LF	\$ 28.00	\$ 22,400.00	0	\$ 28.00	\$ -	800	\$ 22,400.00
12-B	8" DUCTILE IRON WATER MAIN	60	LF	\$ 110.00	\$ 6,600.00	0	\$ 110.00	\$ -	60	\$ 6,600.00
12-C	DUCTILE IRON FITTINGS	5500	LBS	\$ 10.00	\$ 55,000.00	0	\$ 10.00	\$ -	5,500	\$ 55,000.00
13-A	8" GATE VALVE WITH BOX AND PAD	6	EA	\$ 3,300.00	\$ 19,800.00	0	\$ 3,300.00	\$ -	6	\$ 19,800.00
14-A	PIPE FOUNDATION MATERIAL (PM)	310	CY	\$ 79.00	\$ 24,490.00	0	\$ 79.00	\$ -	310	\$ 24,490.00
14-B	SELECT SANDY BACKFILL (PM)	1850	CY	\$ 22.00	\$ 40,700.00	0	\$ 22.00	\$ -	1,850	\$ 40,700.00
15-A	STRIPPING EXCAVATION (PM, AEA)	2000	CY	\$ 8.00	\$ 16,000.00	0	\$ 8.00	\$ -	2,000	\$ 16,000.00
15-B	BORROW MATERIAL, TYPE C (FM, AEA)	3000	CY	\$ 16.00	\$ 48,000.00	0	\$ 16.00	\$ -	3,000	\$ 48,000.00
15-C	DETENTION POND	1	LS	\$ 4,000.00	\$ 4,000.00	0	\$ 4,000.00	\$ -	1	\$ 4,000.00
16-A	8" CRUSHED LIMESTONE BASE (FM)	2100	SY	\$ 18.50	\$ 38,850.00	0	\$ 18.50	\$ -	2,100	\$ 38,850.00
17-A	ADA RAMPS w/DETECTABLE TACTILE WARNING SURFACE	4	EA	\$ 900.00	\$ 3,600.00	0	\$ 900.00	\$ -	4	\$ 3,600.00
17-B	CONCRETE SIDEWALK (FM)	510	SY	\$ 80.00	\$ 40,800.00	0	\$ 80.00	\$ -	510	\$ 40,800.00
17-C	BRICK PAVERS	155	SF	\$ 15.00	\$ 2,325.00	0	\$ 15.00	\$ -	155	\$ 2,325.00

[illegible]



August 5, 2026

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

Attn: Mayor and Board of Aldermen

Re: Recommendation of Final Payment
City of Pass Christian
118 Barkley Drive Drainage Repairs

Dear Mayor and Board of Aldermen:

This is to advise and certify that the above-referenced repair project has been satisfactorily completed in conformance with the contract requirements. We therefore now recommend final settlement with the contractor, in accordance with the following documents:

1. Change Order Number 1 (FINAL - Summary Change Order), adjusting the contract quantities to conform to the completed work, for a net decrease in the work order in the amount of \$4,309.00. The final amount of the contract is \$26,276.00;
2. Payment Application No. 1 (FINAL) in the amount of \$26,276.00;

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink, appearing to read "Robert A. Escher".

Bob Escher, P.E.

SUMMARY CHANGE ORDER

No. 1 - (FINAL)

Dated 8/4/2026

Owner's Project No. _____

Engineer's Project No. 16481.08

Project 118 Barkley Drainage Repairs

Owner City of Pass Christian

Contractor DNA Underground, LLC

Contract Date 5/13/2026

Contract For 118 Barkley Drainage Repairs

To: DNA Underground, LLC

Contractor:

You are directed to make the changes noted below in the subject contract:

Owner City of Pass Christian

By _____

Mayor

Date _____

Nature of the Change

1. Adjust Final Quantities of the Work Order

Enclosures:

The changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price	\$	30,585.00
Contract Price Prior to This Change Order	\$	30,585.00
Net Decrease Resulting from this Change Order	\$	(4,309.00)
Current Contract Price Including This Change Order	\$	26,276.00

Contract Time Prior to This Change Order 30 Calendar Days.

Net Increase Resulting From This Change Order 0 Calendar Days.

Current Contract Time Including This Change Order

30

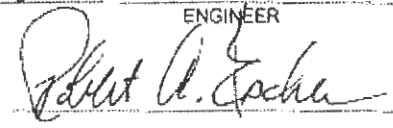
Calendar Days.

The Above Changes Are Approved:

Covington Civil and Environmental, LLC

ENGINEER

by



Date

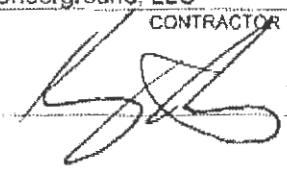
8/4/2026

The Above Changes Are Accepted:

DNA Underground, LLC

CONTRACTOR

by



Date

8/4/2026

Work Order Items										
Item No.	Description	Units	Qty	Unit Price	Ext. Total	Quantity this C.O.	Unit Price	Extension this C.O.	Revised Contract Quantity	Revised Contract Extension
2	Mobilization (Work Order \$10,000- \$50,000)	Each	1	\$ 6,000.00	\$ 6,000.00	0	\$ 6,000.00	\$ -	1	\$6,000.00
10	Structural Concrete for Poured-In-Place Drainage Structures	C.Y.	3	\$ 1,700.00	\$ 5,100.00	-1	\$ 1,700.00	\$ (1,700.00)	2	\$3,400.00
12	Reinforcing Steel	LBS	200	\$ 2.00	\$ 400.00	-24	\$ 2.00	\$ (48.00)	176	\$352.00
19	15" Concrete Pipe Collar	Each	1	\$ 350.00	\$ 350.00	0	\$ 350.00	\$ -	1	\$350.00
27	15" RCP Class III (0'-6")	LF	130	\$ 78.00	\$ 10,140.00	-2	\$ 78.00	\$ (156.00)	128	\$9,984.00
72	Pipe Foundation Material (PM)	C.Y.	15	\$ 95.00	\$ 1,425.00	-15	\$ 95.00	\$ (1,425.00)	0	\$0.00
73	Select Sandy Backfill (FM)	C.Y.	75	\$ 20.00	\$ 1,500.00	-50	\$ 20.00	\$ (1,000.00)	25	\$500.00
84	Vegetative Cover	S.Y.	20	\$ 3.00	\$ 60.00	0	\$ 3.00	\$ -	20	\$60.00
85	Solid Sod	S.Y.	130	\$ 12.00	\$ 1,560.00	70	\$ 12.00	\$ 840.00	200	\$2,400.00
88	Replacement of Existing Fences, (All Types and Sizes) using Pre-Existing Material	LF	20	\$ 35.00	\$ 700.00	0	\$ 35.00	\$ -	20	\$700.00
91	Traffic Control Barrel	Ea/Day	20	\$ 20.00	\$ 400.00	0	\$ 20.00	\$ -	20	\$400.00
93	Traffic Control Signs	Ea/Day	4	\$ 20.00	\$ 80.00	0	\$ 20.00	\$ -	4	\$80.00
97	Silt Fence	LF	20	\$ 3.00	\$ 60.00	-20	\$ 3.00	\$ (60.00)	0	\$0.00
98	Straw Wattles	LF	20	\$ 3.00	\$ 60.00	-20	\$ 3.00	\$ (60.00)	0	\$0.00
XX	Removal of Existing Vegetation (Cypress Tree, Bradford Pear Tree and R&R of one (1) existing shrub)	LS	1	\$ 2,000.00	\$ 2,000.00	-0.35	\$ 2,000.00	\$ (700.00)	1	\$2,000.00
XX	Removal and reinstallation of (1) set of steps with railing (if required)	LS	1	\$ 750.00	\$ 750.00	0	\$ 750.00	\$ -	1	\$750.00
	SUBTOTAL				\$ 30,585.00			\$ (4,309.00)		
Total Revised Work Order Amount										\$ 26,276.00

Contractor's Application for Payment No.

1 - Revised

Application Period: through 8/4/26		Application Date: 8/4/2026
To (Owner): City of Pass Christian	From (Contractor): DNA Underground LLC	Via (Engineer):
Project: WQ01 - 118 Barkley Drive	Contract: 2026 Roads and Drainage Unit Price	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 330,585.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 + 2).....	\$ 330,585.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 526,276.00
			5. RETAINAGE:	
			a. N \$26,276.00 Work Completed.....	\$
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 526,276.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
			8. AMOUNT DUE THIS APPLICATION.....	\$ 526,276.00
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ 54,309.00
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:

Date:

Payment of:

\$

26,276.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Robert A. Escher

(Engineer)

8-5-26

(Date)

Payment of:

\$

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Pending or Financing Entity (if applicable)

(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		W01 - 118 Barkley Drive		2026 Roads and Drainage Unit Price				Application Number: I REVISED					
Application Period:								Application Date					
through 8/4/26								3-Aug-26					
A				B		C	E	F	D	E	F		
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
2	Mobilization (Work Order \$10,000- \$50,000)	1	EA	\$6,000.00	\$ 6,000.00		\$ -	1	\$6,000.00		\$6,000.00	100.0%	\$ -
10	Structural concrete for Poured-in-Place Drainage Structures	3	CY	\$1,700.00	\$ 5,100.00		\$ -	2	\$3,400.00		\$3,400.00	66.7%	\$ 1,700.00
12	Reinforcing Steel	200	LBS	\$2.00	\$ 400.00		\$ -	176	\$352.00		\$352.00	88.0%	\$ 48.00
19	15" Concrete Pipe Collar	1	EA	\$350.00	\$ 350.00		\$ -	1	\$350.00		\$350.00	100.0%	\$ -
27	15" RCP (Class III) (8'-8")	130	LF	\$78.00	\$ 10,140.00		\$ -	128	\$9,984.00		\$9,984.00	98.5%	\$ 156.00
72	Pipe Foundation Material (PMT)	15	CY	\$95.00	\$ 1,425.00		\$ -						\$ 1,425.00
73	Select Sandy Backfill (FM)	75	CY	\$20.00	\$ 1,500.00		\$ -	25	\$500.00		\$500.00	33.3%	\$ 1,000.00
84	Vegetative Cover (Seeding)	20	SY	\$3.00	\$ 60.00		\$ -	20	\$60.00		\$60.00	100.0%	\$ -
85	Solid Sod	130	SY	\$12.00	\$ 1,560.00		\$ -	200	\$2,400.00		\$2,400.00	153.8%	\$ (840.00)
88	Replacement of Existing Fences, (All Types and Sizes)	20	LF	\$35.00	\$ 700.00		\$ -	20	\$700.00		\$700.00	100.0%	\$ -
91	Traffic Control Barrel	20	EA/Day	\$20.00	\$ 400.00		\$ -	20	\$400.00		\$400.00	100.0%	\$ -
93	Traffic Control Signs	4	EA/Day	\$20.00	\$ 80.00		\$ -	4	\$80.00		\$80.00	100.0%	\$ -
97	Silt Fence	20	LF	\$3.00	\$ 60.00		\$ -						\$ 60.00
98	Straw Wattles	20	LF	\$3.00	\$ 60.00		\$ -						\$ 60.00
XXX	Removal of existing vegetation (Cypress Tree, Bradford Pear Tree and R & R of one (1) existing shrub)	1	LS	\$2,000.00	\$ 2,000.00		\$ -	0.65	\$1,300.00		\$1,300.00	65.0%	\$ 700.00
XXX	Removal and reinstallation of (1) set of steps with railing (if required)	1	LS	\$750.00	\$ 750.00		\$ -	1	\$750.00		\$750.00	100.0%	\$ -
Totals					\$ 30,585.00		\$ -		\$26,276.00		\$26,276.00	85.9%	\$ 4,309.00



A-11
8/18/20

July 30, 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. 4 (FINAL) and Acceptance of Closeout Documents
City of Pass Christian
Lift Station No. 31 Relocation
ARPA/MCWI Project No. 220

Dear Mayor and Board of Aldermen:

This is to advise that the above-referenced project has been satisfactorily completed in conformance with the contract requirements. We therefore now recommend final settlement with the contractor, in accordance with the following documents:

1. Change Order Number 2 (FINAL - Summary Change Order), adjusting the contract quantities to conform to the completed work, for a net decrease in the contract in the amount of \$16,334.00. The final amount of the contract is \$533,726.00;
2. Payment Application No. 3 (FINAL) in the amount of \$30,961.30;
3. Consent of Surety to Final Payment; and,
4. Contractor's Final Release and Waiver of Lien.

Sincerely,


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

CHANGE ORDER

No. 2 (SUMMARY)

Dated 7/29/2026

Owner's Project No. _____

Engineer's Project No. 16539.08

Project Relocation of Lift Station No. 31

Owner City of Pass Christian

Contractor DNA Underground, LLC

Contract Date 9/30/2024

Contract For Relocation of Lift Station No. 31

To: _____

Contractor: _____

You are directed to make the changes noted below in the subject contract:

Owner City of Pass Christian

By _____

Mayor

Date _____

Nature of the Change

1. Adjust final quantities and contract time.

Enclosures: _____

The changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price		\$	<u>702,530.00</u>
Contract Price Prior to This Change Order		\$	<u>550,060.00</u>
Net Decrease Resulting from this Change Order		\$	<u>(16,334.00)</u>
Current Contract Price Including This Change Order		\$	<u>533,726.00</u>
Contract Time Prior to This Change Order	<u>120</u>	Calendar Days.	
Net Increase Resulting From This Change Order	<u>56</u>	Calendar Days.	
Current Contract Time Including This Change Order	<u>176</u>	Calendar Days.	

The Above Changes Are Approved:

Covington Civil and Environmental, LLC

ENGINEER

by

Date

The Above Changes Are Accepted:

DNA Underground, LLC

CONTRACTOR

by

Date

[illegible]

Contractor's Application for Payment No.

4 - FINAL

PRINCIPAL'S JOHN H. CONRADT
CIVIL ENGINEER, N.C. LICENSE NO. 14

To (Owner):	City of Miss Christman	From (Contractor):	DNA Underground LLC	Via (Engineer):	Covington Civil & Environmental
Project:	Relocation of I.S. #31	Contract:			
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:	

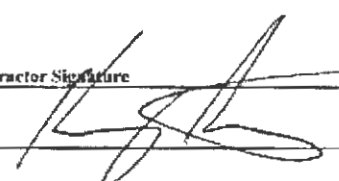
Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 5702,530.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ -5168,804.00
1		-\$152,470.00	3. Current Contract Price (Line 1 + 2).....	\$ 5533,726.00
2 (Summary)		-\$16,334.00	4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 5533,726.00
			5. RETAINAGE:	
			a. X \$ 533,726.00 Work Completed.....	\$
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 5533,726.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 5502,764.70
			8. AMOUNT DUE THIS APPLICATION.....	\$ 530,961.30
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 8.c above).....	\$ 541.00
TOTALS		-\$168,804.00		
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 7/26/2026

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

is recommended by: _____
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application 4

For (Contract): Relocation of US31						Application Number 4							
Application Period: 7/1/26 - 7/30/26						Application Date: 29-Jul-26							
A		B				C	E	C	D	E	F		
Item		Contract Information				Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
01505	Mobilization	1	LS	\$65,000.00	\$ 65,000.00	1	\$ 65,000.00				\$65,000.00	100.0%	\$ -
02050	Demolition	1	LS	\$15,000.00	\$ 15,000.00		\$ -						\$ 15,000.00
02050	Clearing and Grubbing	1	LS	\$6,500.00	\$ 6,500.00	1	\$ 6,500.00				\$6,500.00	100.0%	\$ -
02221-A	Select Sandy Backfill (LVM)	510	CY	\$23.00	\$ 11,730.00	28	\$ 1,794.00				\$1,794.00	15.3%	\$ 9,936.00
02221-B	Pipe Foundation Material (FM, Force Main)	50	CY	\$114.00	\$ 5,700.00	3	\$ 342.00				\$342.00	6.0%	\$ 5,358.00
02334-A	Limestone Granular Base (6" Compacted Thickness, FM)	150	SY	\$50.00	\$ 7,500.00	50	\$ 2,500.00				\$2,500.00	33.3%	\$ 5,000.00
02512-A	Hot Bituminous Pavement (MDOT ST, 12.5 mm mix)(2" Thick)	80	SY	\$60.00	\$ 4,800.00		\$ -						\$ 4,800.00
02512-B	Hot Bituminous Pavement (MDOT ST, 19 mm mix)(8" Thick, (4) 2-inch lifts)	80	SY	\$160.00	\$ 12,800.00		\$ -						\$ 12,800.00
02562-A	Lift Station Structures	1	LS	\$165,000.00	\$ 165,000.00	1	\$ 165,000.00				\$165,000.00	100.0%	\$ -
02562-B	Lift Station Pumps and Mechanical	1	LS	\$175,000.00	\$ 175,000.00	1	\$ 175,000.00				\$175,000.00	100.0%	\$ -
02562-C	Lift Station Electrical and Controls	1	LS	\$45,000.00	\$ 45,000.00	0.1	\$ 4,500.00	0.1	\$4,500.00		\$45,000.00	100.0%	\$ -
02562-D	Lift Station Site Work	1	LS	\$11,500.00	\$ 11,500.00	1	\$ 11,500.00				\$11,500.00	100.0%	\$ -
02562-E	Convert Existing Pump Station	1	LS	\$32,000.00	\$ 32,000.00		\$ -						\$ 32,000.00
02730-A	15" PVC Gravity Sewer Pipe (SDR 26)	10	LF	\$185.00	\$ 1,850.00	8	\$ 1,480.00				\$1,480.00	80.0%	\$ 370.00
02730-B	18" DR9 (14.806" I.D.) HDPE Gravity Sewer (HDD Bore on Grade)	90	LF	\$530.00	\$ 47,700.00		\$ -						\$ 47,700.00
02731-A	80" Dia. Manhole (12'-14')	1	EA	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00				\$10,000.00	100.0%	\$ -
02734-A	8" Ductile Iron Force Main	20	LF	\$165.00	\$ 3,300.00	10	\$ 1,650.00				\$1,650.00	50.0%	\$ 1,650.00
02734-B	8" DR 13.5 HDPE Force Main (By HDD Methods)	110	LF	\$90.00	\$ 9,900.00		\$ -						\$ 9,900.00
02734-C	Ductile Iron Fittings (Force Main)	3000	LB	\$15.00	\$ 45,000.00	1500	\$ 22,500.00				\$22,500.00	50.0%	\$ 22,500.00
02931-A	Plant Establishment	150	SY	\$15.00	\$ 2,250.00	150	\$ 2,250.00				\$2,250.00	100.0%	\$ -
02935-A	Maintenance of Traffic	1	LS	\$25,000.00	\$ 25,000.00	0.5	\$ 12,500.00				\$12,500.00	50.0%	\$ 12,500.00
COW1							\$ -						\$ -
02050	Demolition	-1	LS	\$15,000.00	\$ (15,000.00)		\$ -						\$ (15,000.00)
02050	Clearing and Grubbing	0.80	LS	\$6,500.00	\$ 4,460.00	0.80	\$ 4,460.00				\$4,460.00	100.0%	\$ (0.00)
02221-A	Select Sandy Backfill (LVM)	-300	CY	\$23.00	\$ (6,900.00)		\$ -						\$ (6,900.00)
02334-A	Limestone Granular Base (6" Compacted Thickness, FM)	-100	SY	\$50.00	\$ (5,000.00)		\$ -						\$ (5,000.00)
02512-A	Hot Bituminous Pavement (MDOT ST, 12.5 mm mix)(2" Thick)	-80	SY	\$60.00	\$ (4,800.00)		\$ -						\$ (4,800.00)
02512-B	Hot Bituminous Pavement (MDOT ST, 19 mm mix)(8" Thick, (4) 2-inch lifts)	-80	SY	\$160.00	\$ (12,800.00)		\$ -						\$ (12,800.00)
02562-C	Lift Station Electrical and Controls	0.14	LS	\$45,000.00	\$ 6,250.00	0.13889	\$ 6,250.00				\$6,250.00	100.0%	\$ 0.00
02562-E	Convert Existing Pump Station	-1	LS	\$32,000.00	\$ (32,000.00)		\$ -						\$ (32,000.00)
02730-A	15" PVC Gravity Sewer Pipe (SDR 26)	32	LF	\$185.00	\$ 5,920.00		\$ -						\$ 5,920.00
02730-B	18" DR9 (14.806" I.D.) HDPE Gravity Sewer (HDD Bore on Grade)	-90	LF	\$530.00	\$ (47,700.00)		\$ -						\$ (47,700.00)
02734-B	8" DR 13.5 HDPE Force Main (By HDD Methods)	-110	LF	\$90.00	\$ (9,900.00)		\$ -						\$ (9,900.00)
02734-C	Ductile Iron Fittings (Force Main)	-1500	LB	\$15.00	\$ (22,500.00)		\$ -						\$ (22,500.00)
02935-A	Maintenance of Traffic	-0.5	LS	\$25,000.00	\$ (12,500.00)		\$ -						\$ (12,500.00)
COW2	Summary CO	1	LS	-\$16,334.00	\$ (16,334.00)		\$ -						\$ (16,334.00)
Totals					\$ 533,726.00		\$ 529,226.00		\$4,500.00		\$533,726.00	100.0%	\$ 0.00

Stored Material Summary

Contractor's Application 4

[illegible]

**CONSENT OF SURETY
TO FINAL PAYMENT**

ALA Document G707

Bond No. 43BCSJG0909

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

(Name and address)

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

PROJECT:

(Name and address)

City of Pass Christian Relocation of Lift Station No. 31

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

, SURETY,

on bond of
(Insert name and address of Contractor)

DNA Underground LLC
16101 S. Swan Road
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 29, 2026
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Blake Johnson



Hartford Fire Insurance Company

(Seal)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

Resident MS Agent/ Marsh & McLennan Agency

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Stephen Wesley Price, Jr. of Ridgeland, MS

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒ and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 4380SJG0008

on behalf of DNA Underground LLC

naming

City of Pass Christian as Obligor in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 31st day of March, 2020, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Aicone

Jessica Aicone
My Commission JH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 29, 2026

Signed and sealed in Lake Mary, Florida.



Keith D. Dozpis

Keith D. Dozpis, Assistant Vice President

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner)

City of Pass Christian
200 West Scenic Drive

ENGINEER'S
PROJECT NO.

CONTRACT FOR:

Entire Project

CONTRACT DATE:

PROJECT:

City of Pass Christian -
Relocation of Lift Station #31

State of:

Mississippi

County of:

Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR:

DNA Underground, LLC

(Address)

16101 S. Swan Road

Gulfport, MS 39503

BY:

Subscribed and sworn to before me this

29th

day of

July

2026.

Notary Public:

My Commission Expires:

★ STATE OF MISSISSIPPI ★
KIM LADNER, NOTARY PUBLIC

HARRISON COUNTY

MY COMMISSION EXPIRES MAY 6, 2028
COMMISSION NUMBER 89461

May 6, 2028



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

Handwritten initials and date: 8/11/26

August 12, 2026

Attn: Mayor and Board of Alderman:
City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571

**RE: City of Pass Christian
North Street Gravity Sewer Improvement Phases II & III – Pay Application 15 and
Change Order 6 (Summary)**

Mayor and Board of Alderman:

We transmit the attached Pay Application 15 for LJ Construction, Inc. in reference to the North Street Gravity Sewer Ph. II & III project for the period of July 1, 2026, through July 31, 2026. Based on in-the-field inspection and our review and verification, we recommend payment of Pay Application 15 to LJ Construction, Inc. for the amount of \$480,911.99.

Also transmitted herewith is summary Change Order 6 which is necessary due to the quantity adjustments based on final field measurements, which we also recommend for Board approval. This change order serves to increase the contract price by \$11,502.06. No adjustment to contract time is included in this change order.

During this pay period, the contractor completed the striping, shoulder restoration and roadside dressing, which completes the remainder of the work. Following summary change order approval, final pay application 16 will be submitted for board consideration.

Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

Andrew Levens, P.E.

AL:1257
Enclosure

APPLICATION FOR PAYMENT NO. 15

TO: City of Pass Christian (OWNER)
 Contract for: North Street Gravity Sewer Improvement - Phases II & III Dated: 8/30/2024

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1257
 For work accomplished through the date of: 7/31/2026
 CURRENT CONTRACT AMOUNT: \$4,287,238.08

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$4,287,238.08
STORED MATERIALS					\$0.00
TOTAL	\$4,288,414.02				\$4,287,238.08
(Orig. Contract)	\$4,179,670.38				
CO 1	-\$46,919.89				
CO 2	\$125,053.60				
CO 3	-\$34.04				
CO 4	\$41,696.71				
CO 5	-\$11,052.74				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 4,287,238.08
	LESS 2.5% RETAINAGE	\$ 107,180.95
	AMOUNT DUE TO DATE	\$ 4,180,057.13
	LESS PREVIOUS PAYMENTS	\$ 3,699,245.14
	AMOUNT DUE THIS APPLICATION	\$ 480,811.99

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 15 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 8/12, 2026

LJ Construction, Inc.
11226 Dobson Rd
Gulfport, MS 39503

CONTRACTOR

By: *Travis J. Smith*

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8/12, 2026

Overstreet & Associates, PLLC

ENGINEER

By: *Archie Leve*

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID										
01505-A	MOBILIZATION	1	L.S.	\$440,000.00	\$440,000.00	47%	\$208,983.52	53%	\$231,016.48	100.00%	\$440,000.00
02050-A	REMOVAL OF PAVEMENT (ALL TYPES, ALL THICKNESSES)	1,845	S.Y	\$7.00	\$12,916.12	1845.16	\$12,916.12	0.00	\$0.00	1845.16	\$12,916.12
02050-B	SAWCUT (ALL TYPES, ALL THICKNESSES)	3,278	L.F.	\$8.00	\$26,224.00	3278.00	\$26,224.00	0.00	\$0.00	3278.00	\$26,224.00
02050-C	REMOVAL OF CURB AND GUTTER	28	L.F.	\$10.00	\$280.00	28.00	\$280.00	0.00	\$0.00	28.00	\$280.00
02050-D	REMOVAL OF CONCRETE DRIVEWAY	16	S.Y	\$8.50	\$136.00	16.00	\$136.00	0.00	\$0.00	16.00	\$136.00
02050-E	REMOVAL OF SIDEWALK	0	S.Y	\$8.50	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02050-G	REMOVAL OF SEWER MANHOLES OR DRAINAGE STRUCTURES	36	EA	\$1,200.00	\$43,200.00	36.00	\$43,200.00	0.00	\$0.00	36.00	\$43,200.00
02050-H	REMOVAL OF EXISTING SEWER PIPE (36" AND SMALLER)	10,825	L.F.	\$10.00	\$108,250.00	10825.00	\$108,250.00	0.00	\$0.00	10825.00	\$108,250.00
02050-K	REMOVAL OF CULVERTS 12"-23" (ALL TYPES)	1,044	L.F.	\$10.00	\$10,440.00	1044.00	\$10,440.00	0.00	\$0.00	1044.00	\$10,440.00
02050-M	REMOVAL OF DEBRIS (LVM)	20	C.Y.	\$15.00	\$300.00	20.00	\$300.00	0.00	\$0.00	20.00	\$300.00
02111-A	CLEARING AND GRUBBING (FM)	0	AC.	\$7,000.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02221-A	SELECT BEDDING MATERIAL (PM) (MDOT CLASS B3 SAND)	3,801	C.Y.	\$18.00	\$68,426.87	3801.49	\$68,426.87	0.00	\$0.00	3801.49	\$68,426.87
02221-B	SELECT FOUNDATION MATERIAL (PM) (#610 STONE AND B3 SAND)	1,442	C.Y.	\$90.00	\$129,756.60	1441.74	\$129,756.60	0.00	\$0.00	1441.74	\$129,756.60
02226-A	BORROW MATERIAL, TYPE B	1,165	C.Y.	\$15.25	\$17,772.35	1165.40	\$17,772.35	0.00	\$0.00	1165.40	\$17,772.35
02226-B	EXCESS EXCAVATION (LVM)	1,970	C.Y.	\$12.00	\$23,638.08	1969.84	\$23,638.08	0.00	\$0.00	1969.84	\$23,638.08
02234-A	GRANULAR BASE COURSE FOR ROADS (LIMESTONE) (PM)	512	C.Y.	\$90.00	\$46,077.30	511.97	\$46,077.66	0.00	\$0.00	511.97	\$46,077.66
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS (PM)	193	C.Y.	\$90.00	\$17,346.60	192.74	\$17,346.60	0.00	\$0.00	192.74	\$17,346.60
02234-C	GEOTEXTILE FABRIC	2,955	S.Y	\$3.45	\$10,194.99	2955.07	\$10,194.99	0.00	\$0.00	2955.07	\$10,194.99
02295-A	SILT FENCE	100	L.F.	\$4.00	\$400.00	100.00	\$400.00	0.00	\$0.00	100.00	\$400.00
02295-B	STRAW WATTLES (12" X 20')	79	EA	\$100.00	\$7,900.00	79.00	\$7,900.00	0.00	\$0.00	79.00	\$7,900.00
02295-D	DITCH CHECK DAMS	0	EA	\$133.60	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02295-E	DITCH LINER MATERIAL	1,893	S.Y	\$2.00	\$3,385.40	1692.70	\$3,385.40	0.00	\$0.00	1692.70	\$3,385.40
02512-A	HOT BITUMINOUS PAVEMENT (ST-12.5 MM) (2" THICK)	32,456	S.Y	\$20.24	\$656,909.44	32514.10	\$658,085.38	0.00	\$0.00	32514.10	\$658,085.38
02512-B	HOT BITUMINOUS PAVEMENT (ST-19 MM) (4" THICK)	2,353	S.Y	\$41.86	\$98,508.30	2353.28	\$98,508.30	0.00	\$0.00	2353.28	\$98,508.30
02513-A	COLD MILLING OF PAVEMENTS (ALL PAVEMENTS, ALL DEPTHS)	2,362	S.Y	\$7.15	\$16,889.80	2362.21	\$16,889.80	0.00	\$0.00	2362.21	\$16,889.80
02521-A	CURB AND GUTTER RESTORATION	47	L.F.	\$22.00	\$1,034.00	47.00	\$1,034.00	0.00	\$0.00	47.00	\$1,034.00
02522-A	CONCRETE SIDEWALK RESTORATION	0	S.Y	\$95.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02522-B	CONCRETE DRIVE RESTORATION	0	S.Y	\$95.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02522-D	DETECTABLE WARNING SURFACE TILES (SURFACE APPLIED)	0	S.F.	\$100.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02581-A	6" THERMOPLASTIC TRAFFIC MARKINGS (CONTINUOUS, ANY COLOR)	20,970	L.F.	\$2.49	\$52,215.30	0.00	\$0.00	20507.23	\$51,063.00	20507.23	\$51,063.00
02585-A	REFLECTORIZED TRAFFIC SIGNS	0	EA	\$303.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02668-A	30" STEEL CASING (BORE AND JACK)	0	L.F.	\$796.24	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02668-B	24" DUCTILE IRON PIPE (BORE AND JACK)	0	L.F.	\$591.05	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02721-F	DROP INLET	2	EA	\$2,500.00	\$5,000.00	2.00	\$5,000.00	0.00	\$0.00	2.00	\$5,000.00
02722-A	18" RCP	1,156	L.F.	\$60.00	\$69,360.00	1156.00	\$69,360.00	0.00	\$0.00	1156.00	\$69,360.00
02723-D	15" SMOOTH HDPE PIPE	200	L.F.	\$60.00	\$12,000.00	200.00	\$12,000.00	0.00	\$0.00	200.00	\$12,000.00
02730-A1	8" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	272	L.F.	\$59.00	\$16,048.00	272.00	\$16,048.00	0.00	\$0.00	272.00	\$16,048.00
02730-A2	10" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	2,200	L.F.	\$66.07	\$145,354.00	2200.00	\$145,354.00	0.00	\$0.00	2200.00	\$145,354.00
02730-A3	12" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	684	L.F.	\$74.83	\$51,183.72	684.00	\$51,183.72	0.00	\$0.00	684.00	\$51,183.72

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
02730-A4	15" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	1,333	L.F.	\$91.07	\$121,396.31	1333.00	\$121,396.31	0.00	\$0.00	1333.00	\$121,396.31
02730-A5	18" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	1,983	L.F.	\$94.50	\$187,393.50	1983.00	\$187,393.50	0.00	\$0.00	1983.00	\$187,393.50
02730-A6	18" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	2,560	L.F.	\$100.50	\$257,280.00	2560.00	\$257,280.00	0.00	\$0.00	2560.00	\$257,280.00
02730-A7	24" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	1,153	L.F.	\$142.92	\$164,786.76	1153.00	\$164,786.76	0.00	\$0.00	1153.00	\$164,786.76
02730-A8	30" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	620	L.F.	\$214.44	\$132,952.80	620.00	\$132,952.80	0.00	\$0.00	620.00	\$132,952.80
02730-F	DOUBLE SEWER SERVICE	18	EA	\$2,950.00	\$53,100.00	18.00	\$53,100.00	0.00	\$0.00	18.00	\$53,100.00
02730-H	LOCATE AND CONNECT EXISTING SEWER SERVICE	17	EA	\$1,200.00	\$20,400.00	17.00	\$20,400.00	0.00	\$0.00	17.00	\$20,400.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH	22	EA	\$5,411.00	\$119,042.00	22.00	\$119,042.00	0.00	\$0.00	22.00	\$119,042.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH	14	EA	\$8,036.00	\$112,504.00	14.00	\$112,504.00	0.00	\$0.00	14.00	\$112,504.00
02731-D	6' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH	10	EA	\$9,636.00	\$96,360.00	10.00	\$96,360.00	0.00	\$0.00	10.00	\$96,360.00
02731-E	DROP ASSEMBLY	0	EA	\$2,666.89	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
02931-B	PLANT ESTABLISHMENT (HYDRO-SEEDING)	28,472	S.Y.	\$1.20	\$34,166.16	28471.80	\$34,166.16	0.00	\$0.00	28471.80	\$34,166.16
02931-D	PLANT ESTABLISHMENT (SOLID SOD - CENTIPEDE)	50	S.Y.	\$10.00	\$500.00	50.00	\$500.00	0.00	\$0.00	50.00	\$500.00
02935-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$25,000.00	\$25,000.00	89%	\$22,250.00	11%	\$2,750.00	100%	\$25,000.00
TOTAL BASE BID					\$3,416,028.40		\$3,131,222.92		\$284,829.48		\$3,416,052.40
ALTERNATE BID ITEM 1 SCHEDULE											
02732-A	SEWAGE PUMP STATION AND APPURTENANCES - LIFT STATION #28 (PLAN SHEET PP_11 STA 93+92)	1	L.S.	\$302,583.05	\$302,583.05	100%	\$302,583.05	0%	\$0.00	100%	\$302,583.05
TOTAL ALTERNATE BID ITEM 1					\$302,583.05		\$302,583.05	0%	\$0.00		\$302,583.05
ALTERNATE BID ITEM 2 SCHEDULE											
02668-A	30" STEEL CASING (OPEN CUT) (ALTERNATE TO JACK AND BORE) (PLAN SHEET PP_03)	200	L.F.	\$356.24	\$71,248.00	200.00	\$71,248.00	0.00	\$0.00	200.00	\$71,248.00
02668-B	24" DUCTILE IRON PIPE (OPEN CUT) (ALTERNATE TO JACK AND BORE) (PLAN SHEET PP_06)	36	L.F.	\$311.05	\$11,197.80	36.00	\$11,197.80	0.00	\$0.00	36.00	\$11,197.80
TOTAL ALTERNATE BID 2					\$82,445.80		\$82,445.80		\$0.00		\$82,445.80
CHANGE ORDER 1 SCHEDULE											
CO1-A	ASPHALT CRACK SEALANT	0	L.F.	\$3.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
CO1-B	FIBER OPTIC TEMPORARY CASING INSTALL	0	L.F.	\$2.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
CO1-C	10" PVC F.M. (FITTINGS & CONNECTION TO EXISTING)	0	L.F.	\$95.35	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
TOTAL CHANGE ORDER 1					\$0.00		\$0.00		\$0.00		\$0.00
CHANGE ORDER 2 SCHEDULE											
CO2-A	10" HDPE F.M. OPEN CUT	2,186	LF	\$43.20	\$94,435.20	2186.00	\$94,435.20	0.00	\$0.00	2186.00	\$94,435.20
CO2-B	DUCTILE IRON FITTINGS	195	LB	\$10.43	\$2,031.24	194.75	\$2,031.24	0.00	\$0.00	194.75	\$2,031.24
CO2-C	AIR RELEASE VALVE & VAULT	1	EA	\$10,531.50	\$10,531.50	1.00	\$10,531.50	0.00	\$0.00	1.00	\$10,531.50
CO2-D	10" GATE VALVE & VAULT	2	EA	\$4,767.75	\$9,535.50	2.00	\$9,535.50	0.00	\$0.00	2.00	\$9,535.50
CO2-E	CONNECT TO STATION PIPING	1	LS	\$2,467.10	\$2,467.10	100%	\$2,467.10	0%	\$0.00	100%	\$2,467.10
CO2-F	CONNECT TO MANHOLE (INCLUDING DROP)	1	LS	\$4,872.00	\$4,872.00	100%	\$4,872.00	0%	\$0.00	100%	\$4,872.00
TOTAL CHANGE ORDER 2					\$123,872.54		\$123,872.54	\$0.00			\$123,872.54
CHANGE ORDER 3 SCHEDULE											
CO3-A	4' MH EPOXY LINING	36	VF	\$630.00	\$22,421.70	35.59	\$22,421.70	0.00	\$0.00	35.59	\$22,421.70
CO3-B	5' MH EPOXY LINING	8	VF	\$714.00	\$5,854.80	8.20	\$5,854.80	0.00	\$0.00	8.20	\$5,854.80
CO3-C	8" HDPE F.M. OPEN CUT	740	LF	\$42.50	\$31,450.00	740.00	\$31,450.00	0.00	\$0.00	740.00	\$31,450.00
CO3-D	CONNECT F.M. TO EXISTING MANHOLE	1	EA	\$4,315.00	\$4,315.00	1.00	\$4,315.00	0.00	\$0.00	1.00	\$4,315.00
CO3-E	44"x27" RCAP	56	LF	\$165.65	\$9,276.40	56.00	\$9,276.40	0.00	\$0.00	56.00	\$9,276.40
CO3-F	15" RCP	8	LF	\$59.95	\$479.60	8.00	\$479.60	0.00	\$0.00	8.00	\$479.60

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
CO3-G	DRAINAGE JUNCTION BOX	1	EA	\$5,600.00	\$5,600.00	1.00	\$5,600.00	0.00	\$0.00	1.00	\$5,600.00
CO3-H	REMOBILIZATION	1	LS	\$35,510.00	\$35,510.00	100%	\$35,510.00	0.00	\$0.00	100%	\$35,510.00
TOTAL CHANGE ORDER 3					\$114,907.50		\$114,907.50		\$0.00		\$114,907.50
CHANGE ORDER 4 SCHEDULE											
CO4-A	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	100%	\$5,000.00	0.00	\$0.00	100%	\$5,000.00
CO4-B	BYPASS PUMPING	1	LS	\$20,000.00	\$20,000.00	100%	\$20,000.00	0.00	\$0.00	100%	\$20,000.00
CO4-C	VALVE VAULT REMOVAL & CONVERT WET WELL TO MANHOLE	1	LS	\$25,000.00	\$25,000.00	100%	\$25,000.00	0.00	\$0.00	100%	\$25,000.00
CO4-D	CLEARING INCLUDING REMOVAL & DISPOSAL	1	LS	\$10,000.00	\$10,000.00	100%	\$10,000.00	0.00	\$0.00	100%	\$10,000.00
TOTAL CHANGE ORDER 4					\$60,000.00		\$60,000.00		\$0.00		\$60,000.00
CHANGE ORDER 5 SCHEDULE											
CO5-A	12" RCP	120	LF	\$69.95	\$7,194.00	120	\$7,194.00	0	\$0.00	120	\$7,194.00
CO5-B	PUMP STATION 31 ODOR CONTROL	1	LS	\$7,600.35	\$7,600.35	0.00	\$0.00	1	\$7,600.35	1.00	\$7,600.35
CO5-C	ASPHALT PAVEMENT LEVELING (MOOT ST, 4.75 MM MIX)	330	TON	\$184.00	\$60,723.68	330.02	\$60,723.68	0.00	\$0.00	330.02	\$60,723.68
CO5-D	SIZE 200 RIPRAP	41	TON	\$175.00	\$7,113.75	40.65	\$7,113.75	0.00	\$0.00	40.65	\$7,113.75
CO5-E	6" THERMOPLASTIC TRAFFIC MARKINGS (SKIP YELLOW)	10,760	LF	\$3.00	\$32,280.00	0.00	\$0.00	10752	\$32,256.00	10752.00	\$32,256.00
CO5-F	12" THERMOPLASTIC TRAFFIC MARKINGS STOP BAR (LEGEND WHITE)	334	LF	\$15.00	\$5,010.00	0.00	\$0.00	334	\$5,010.00	334.00	\$5,010.00
CO5-G	TWO-WAY RETROREFLECTIVE YELLOW RAISED PAVEMENT MARKERS	270	EA	\$12.00	\$3,240.00	0.00	\$0.00	270	\$3,240.00	270.00	\$3,240.00
CO5-H	1' WIDE X 6" THICK "610 LIMESTONE" SHOULDER	503	CY	\$120.00	\$60,360.00	0.00	\$0.00	503	\$60,360.00	503.00	\$60,360.00
CO5-I	ADJUSTMENT OF CASTINGS	1	LS	\$3,879.00	\$3,879.00	1.00	\$3,879.00	0.00	\$0.00	100%	\$3,879.00
TOTAL CHANGE ORDER 5					\$187,400.78		\$78,910.43		\$108,466.35		\$187,376.78
TOTAL BASE BID + ALT 1 & ALT 2					\$4,287,238.08		\$3,815,031.82		\$393,295.83		\$4,287,238.08

Item No.	Description	Unit Cost	Prev. Rec'd	Current Rec'd	Total Rec'd	Prev. Inst.	Current Inst.	Total Inst.	Qty. in Stock	Prev. Rec'd	Current Rec'd	Total Rec'd	Previous Installed	Current Installed	Current Stock
02722-A	18" RCP	\$25.44	1,389		1,389	1,389		1,389	0	\$35,336.16	\$0.00	\$35,336.16	\$35,336.16	\$0.00	\$0.00
02730-A1	8" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	\$12.00	910		910	910		910	0	\$10,920.00	\$0.00	\$10,920.00	\$10,920.00	\$0.00	\$0.00
02730-A2	10" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	\$18.43	2140		2140	2,140		2,140	0	\$39,440.20	\$0.00	\$39,440.20	\$39,440.20	\$0.00	\$0.00
02730-A3	12" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	\$26.47	700		700	700		700	0	\$18,529.00	\$0.00	\$18,529.00	\$18,529.00	\$0.00	\$0.00
02730-A4	15" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	\$39.80	1222		1222	1,222		1,222	0	\$48,635.60	\$0.00	\$48,635.60	\$48,635.60	\$0.00	\$0.00
02730-A5	18" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	\$48.70	2,228		2,228	2,228		2,228	0	\$108,503.60	\$0.00	\$108,503.60	\$108,503.60	\$0.00	\$0.00
02730-A6	18" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	\$48.70	2,364		2,364	2,364		2,364	0	\$115,126.80	\$0.00	\$115,126.80	\$115,126.80	\$0.00	\$0.00
02730-A7	24" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	\$87.45	1,138		1,138	1,138		1,138	0	\$99,518.10	\$0.00	\$99,518.10	\$99,518.10	\$0.00	\$0.00
02730-A8	30" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	\$137.60	621		621	621		621	0	\$85,449.60	\$0.00	\$85,449.60	\$85,449.60	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-10) CONE	\$693.99	1		1	1		1	0	\$693.99	\$0.00	\$693.99	\$693.99	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-10) SLAB	\$960.00	1		1	1		1	0	\$960.00	\$0.00	\$960.00	\$960.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-11) BASE	\$960.00	1		1	1		1	0	\$960.00	\$0.00	\$960.00	\$960.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-11) CONE	\$694.45	1		1	1		1	0	\$694.45	\$0.00	\$694.45	\$694.45	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-12) BASE & RISER	\$960.40	1		1	1		1	0	\$960.40	\$0.00	\$960.40	\$960.40	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-12) FLAT TOP	\$751.66	1		1	1		1	0	\$751.66	\$0.00	\$751.66	\$751.66	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-13A) BASE	\$710.20	1		1	1		1	0	\$710.20	\$0.00	\$710.20	\$710.20	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-13A) CONE & RISER	\$1,019.52	1		1	1		1	0	\$1,019.52	\$0.00	\$1,019.52	\$1,019.52	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-15) FLAT TOP	\$965.22	1		1	1		1	0	\$965.22	\$0.00	\$965.22	\$965.22	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-15) RISER & BASE	\$2,477.38	1		1	1		1	0	\$2,477.38	\$0.00	\$2,477.38	\$2,477.38	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-16) BASE & RISER	\$2,064.00	1		1	1		1	0	\$2,064.00	\$0.00	\$2,064.00	\$2,064.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-16) FLAT TOP	\$1,396.72	1		1	1		1	0	\$1,396.72	\$0.00	\$1,396.72	\$1,396.72	\$0.00	\$0.00

ATTACHMENT TO PAY ESTIMATE NO.
PROJECT NO. 1257
STORED MATERIALS

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Item No.	Description	Unit Cost	Prev. Rec'd	Current Rec'd	Total Rec'd	Prev. Inst.	Current Inst.	Total Inst.	Qty. in Stock	Prev. Rec'd	Current Rec'd	Total Rec'd	Previous Installed	Current Installed	Current Stock
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-16A) BASE	\$875.52	1		1	1		1	0	\$875.52	\$0.00	\$875.52	\$875.52	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-16A) CONE	\$544.87	1		1	1		1	0	\$544.87	\$0.00	\$544.87	\$544.87	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-17) FLAT TOP	\$1,212.31	1		1	1		1	0	\$1,212.31	\$0.00	\$1,212.31	\$1,212.31	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-17) RISER & BASE	\$2,349.00	1		1	1		1	0	\$2,349.00	\$0.00	\$2,349.00	\$2,349.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-17A) CONE & BASE	\$1,213.96	1		1	1		1	0	\$1,213.96	\$0.00	\$1,213.96	\$1,213.96	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-18) BASE	\$690.00	1		1	1		1	0	\$690.00	\$0.00	\$690.00	\$690.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-18) CONE & RISER	\$1,217.91	1		1	1		1	0	\$1,217.91	\$0.00	\$1,217.91	\$1,217.91	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-4A) BASE	\$709.68	1		1	1		1	0	\$709.68	\$0.00	\$709.68	\$709.68	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-4A) CONE & RISER	\$1,322.63	1		1	1		1	0	\$1,322.63	\$0.00	\$1,322.63	\$1,322.63	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-5A) BASE	\$1,887.00	1		1	1		1	0	\$1,887.00	\$0.00	\$1,887.00	\$1,887.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-5A) CONE & RISER	\$1,300.87	1		1	1		1	0	\$1,300.87	\$0.00	\$1,300.87	\$1,300.87	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-7) FLAT TOP	\$1,296.13	1		1	1		1	0	\$1,296.13	\$0.00	\$1,296.13	\$1,296.13	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-7) RISER & BASE	\$1,964.90	1		1	1		1	0	\$1,964.90	\$0.00	\$1,964.90	\$1,964.90	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-7A) BASE	\$636.00	1		1	1		1	0	\$636.00	\$0.00	\$636.00	\$636.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-7A) CONE & RISER	\$996.48	1		1	1		1	0	\$996.48	\$0.00	\$996.48	\$996.48	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-8) BASE	\$942.08	1		1	1		1	0	\$942.08	\$0.00	\$942.08	\$942.08	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-8) CONE	\$1,056.33	1		1	1		1	0	\$1,056.33	\$0.00	\$1,056.33	\$1,056.33	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-9) BASE	\$942.08	1		1	1		1	0	\$942.08	\$0.00	\$942.08	\$942.08	\$0.00	\$0.00

Item No.	Description	Unit Cost	Prev. Rec'd	Current Rec'd	Total Rec'd	Prev. Inst.	Current Inst.	Total Inst.	Qty. in Stock	Prev. Rec'd	Current Rec'd	Total Rec'd	Previous Installed	Current Installed	Current Stock
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 25-9) CONE & RISER	\$768.76	1		1	1		1	0	\$768.76	\$0.00	\$768.76	\$768.76	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-7) BASE	\$810.00	1		1	1		1	0	\$810.00	\$0.00	\$810.00	\$810.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-7) CONE & RISER	\$1,308.13	1		1	1		1	0	\$1,308.13	\$0.00	\$1,308.13	\$1,308.13	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-8) BASE	\$948.00	1		1	1		1	0	\$948.00	\$0.00	\$948.00	\$948.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-8) CONE	\$896.28	1		1	1		1	0	\$896.28	\$0.00	\$896.28	\$896.28	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-11) BASE	\$852.00	1		1	1		1	0	\$852.00	\$0.00	\$852.00	\$852.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-11) CONE	\$731.65	1		1	1		1	0	\$731.65	\$0.00	\$731.65	\$731.65	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-12) BASE	\$852.00	1		1	1		1	0	\$852.00	\$0.00	\$852.00	\$852.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-12) CONE	\$645.15	1		1	1		1	0	\$645.15	\$0.00	\$645.15	\$645.15	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-13) BASE	\$876.00	1		1	1		1	0	\$876.00	\$0.00	\$876.00	\$876.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-13) CONE	\$562.54	1		1	1		1	0	\$562.54	\$0.00	\$562.54	\$562.54	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-14) BASE	\$852.00	1		1	1		1	0	\$852.00	\$0.00	\$852.00	\$852.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-14) CONE	\$551.92	1		1	1		1	0	\$551.92	\$0.00	\$551.92	\$551.92	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-15) BASE	\$786.00	1		1	1		1	0	\$786.00	\$0.00	\$786.00	\$786.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-15) CONE	\$533.82	1		1	1		1	0	\$533.82	\$0.00	\$533.82	\$533.82	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-16) CONE	\$534.08	1		1	1		1	0	\$534.08	\$0.00	\$534.08	\$534.08	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-22) BASE	\$822.00	1		1	1		1	0	\$822.00	\$0.00	\$822.00	\$822.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 26-22) CONE & RISER	\$1,089.06	1		1	1		1	0	\$1,089.06	\$0.00	\$1,089.06	\$1,089.06	\$0.00	\$0.00

Item No.	Description	Unit Cost	Prev. Rec'd	Current Rec'd	Total Rec'd	Prev. Inst.	Current Inst.	Total Inst.	Qty. in Stock	Prev. Rec'd	Current Rec'd	Total Rec'd	Previous Installed	Current Installed	Current Stock
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 28-23) CONE	\$638.03	1		1	1		1	0	\$638.03	\$0.00	\$638.03	\$638.03	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 28-35) CONE	\$295.24	1		1	1		1	0	\$295.24	\$0.00	\$295.24	\$295.24	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (SMH 28-36) CONE	\$297.98	1		1	1		1	0	\$297.98	\$0.00	\$297.98	\$297.98	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 25-14) BASE	\$1,889.38	1		1	1		1	0	\$1,889.38	\$0.00	\$1,889.38	\$1,889.38	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 25-14) CONE	\$999.46	1		1	1		1	0	\$999.46	\$0.00	\$999.46	\$999.46	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 25-14) RISER	\$786.00	1		1	1		1	0	\$786.00	\$0.00	\$786.00	\$786.00	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 25-6) BASE	\$1,712.52	1		1	1		1	0	\$1,712.52	\$0.00	\$1,712.52	\$1,712.52	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 28-02) CONE & RISER	\$1,536.02	1		1	1		1	0	\$1,536.02	\$0.00	\$1,536.02	\$1,536.02	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 28-03) CONE	\$984.83	1		1	1		1	0	\$984.83	\$0.00	\$984.83	\$984.83	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 28-20) BASE	\$846.00	1		1	1		1	0	\$846.00	\$0.00	\$846.00	\$846.00	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 28-20) CONE & RISER	\$1,324.82	1		1	1		1	0	\$1,324.82	\$0.00	\$1,324.82	\$1,324.82	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 28-21) CONE	\$1,561.03	1		1	1		1	0	\$1,561.03	\$0.00	\$1,561.03	\$1,561.03	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SHM 28-21) RISER	\$540.00	1		1	1		1	0	\$540.00	\$0.00	\$540.00	\$540.00	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SMH 26-06) CONE & RISER	\$1,518.31	1		1	1		1	0	\$1,518.31	\$0.00	\$1,518.31	\$1,518.31	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SMH 28-01) CONE & RISER	\$1,510.03	1		1	1		1	0	\$1,510.03	\$0.00	\$1,510.03	\$1,510.03	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SMH 28-04) CONE	\$999.98	1		1	1		1	0	\$999.98	\$0.00	\$999.98	\$999.98	\$0.00	\$0.00
02731-B	4' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SMH 28-05) CONE & RISER	\$1,498.03	1		1	1		1	0	\$1,498.03	\$0.00	\$1,498.03	\$1,498.03	\$0.00	\$0.00
02731-D	6' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SMH 25-13) FLAT TOP	\$2,162.97	1		1	1		1	0	\$2,162.97	\$0.00	\$2,162.97	\$2,162.97	\$0.00	\$0.00
02731-D	6' DIA. SEWER MANHOLES, 10'-1' TO 14' DEPTH (SMH 25-4) FLAT TOP & RISER	\$5,467.83	1		1	1		1	0	\$5,467.83	\$0.00	\$5,467.83	\$5,467.83	\$0.00	\$0.00
02668-B	24" DUCTILE IRON PIPE (OPEN CUT) (ALTERNATE TO JACK AND BORE) (PLAN SHEET PP_06)	\$191.00	36		36	36		36	0	\$6,876.00	\$0.00	\$6,876.00	\$6,876.00	\$0.00	\$0.00
02668-A	30" STEEL CASING (OPEN CUT) (ALTERNATE TO JACK AND BORE) (PLAN SHEET PP_03)	\$222.00	200		200	200		200	0	\$44,400.00	\$0.00	\$44,400.00	\$44,400.00	\$0.00	\$0.00
02731-A	4' DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH (RING & COVER)	\$421.00	21		21	21		21	0	\$8,841.00	\$0.00	\$8,841.00	\$8,841.00	\$0.00	\$0.00

ATTACHMENT TO PAY ESTIMATE NO.
PROJECT NO. 1257
STORED MATERIALS

15

Item No.	Description	Unit Cost	Prev. Rec'd	Current Rec'd	Total Rec'd	Prev. Inst.	Current Inst.	Total Inst.	Qty. In Stock	Prev. Rec'd	Current Rec'd	Total Rec'd	Previous Installed	Current Installed	Current Stock
02721-F	DROP INLET (FRAME & GRATE)	\$485.00	3		3	3		3	0	\$1,455.00	\$0.00	\$1,455.00	\$1,455.00	\$0.00	\$0.00
02730-F	DOUBLE SEWER SERVICE (18x6 WYE)	\$1,379.00	4		4	4		4	0	\$5,516.00	\$0.00	\$5,516.00	\$5,516.00	\$0.00	\$0.00
02730-F	DOUBLE SEWER SERVICE (12x6 WYE)	\$368.00	5		5	5		5	0	\$1,840.00	\$0.00	\$1,840.00	\$1,840.00	\$0.00	\$0.00
02723-D	15" SMOOTH HDPE PIPE	\$31.78	200		200	200		200	0	\$6,356.00	\$0.00	\$6,356.00	\$6,356.00	\$0.00	\$0.00
Total Stored Material										\$712,542.20	\$0.00	\$712,542.20	\$712,542.20	\$0.00	\$0.00

ATTACHMENT TO PAY ESTIMATE NO.
PROJECT NO. 1257
STORED MATERIALS

15

SCHEDULE OF VALUES

						PREVIOUS ESTIMATE		CURRENT ESTIMATE		TOTAL TO DATE	
02732-A	SEWAGE PUMP STATION AND APPURTENANCES - LIFT STATION #28 (PLAN SHEET PP_11 STA 93+92)										
	ELECTRICAL & CONTROL PANELS	1	LS	\$38,190.59	\$38,190.59	100%	\$38,190.59		\$0.00	100%	\$38,190.59
	EPOXY INTERIOR COATING/LINING	1	LS	\$23,347.20	\$23,347.20	100%	\$23,347.20		\$0.00	100%	\$23,347.20
	PUMPS & STATION PIPING	1	LS	\$107,217.47	\$107,217.47	100%	\$107,217.47		\$0.00	100%	\$107,217.47
	WET WELL & VALVE VAULT	1	LS	\$123,827.80	\$123,827.80	100%	\$123,827.80		\$0.00	100%	\$123,827.80
	REMOVAL OF EXISTING PUMP STATION	1	LS	\$5,000.00	\$5,000.00	100%	\$5,000.00		\$0.00	100%	\$5,000.00
	START UP	1	LS	\$5,000.00	\$5,000.00	100%	\$5,000.00		\$0.00	100%	\$5,000.00
	TOTAL			\$302,583.06		100%	\$302,583.06	0%	\$0.00	100%	\$302,583.06

Change Order

No. 6Date of Issuance: 8/11/2026Effective Date: 8/18/2026

Project:	Owner: City of Pass Christian	Owner's Contract No.:	-
Contract:	North Street Gravity Sewer - Phases II & III	Date of Contract:	8/30/2024
Contractor:	U Construction Inc.	Engineer's Project No.:	1257

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

Description:

1. This change order is due to adjust contract quantities to final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$4,179,670.38

{Increase} In Contract Price from previous Change Orders No.

1 to No. 5\$108,743.65

Contract Price prior to this Change Order:

\$4,288,414.03

{Increase} in Contract Price due to this Change Order:

\$11,502.06

Revised Contract Price incorporating this Change Order:

\$4,299,916.09

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days 300 Calendar daysSubstantial completion (days or date): 11/16/2025

Ready for final payment (days or date):

Change in Contract Time from previous Change Orders No.

1 to No. 5Substantial completion (days or date): 275

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/18/2026

Ready for final payment (days or date):

Change in Contract Time due to this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date):

Contract Times Incorporating this Change Order:

Substantial completion (days or date): 8/18/2026

Ready for final payment (days or date):

RECOMMENDED:
(ENGINEER)By: Arkh LeeDate: 8/12/2026ACCEPTED:
(CONTRACTOR)By: James J. SmithDate: 8/12/26ACCEPTED:
(OWNER)

By: _____

Date: _____

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	BASE BID							
01505-A	MOBILIZATION	1	L.S.	\$440,000.00	\$440,000.00	0.00	1	\$440,000.00
02050-A	REMOVAL OF PAVEMENT (ALL TYPES, ALL THICKNESSES)	1,845	S.Y.	\$7.00	\$12,916.12	0.00	1845	\$12,916.12
02050-B	SAWCUT (ALL TYPES, ALL THICKNESSES)	3,278	L.F.	\$8.00	\$26,224.00	0.00	3278	\$26,224.00
02050-C	REMOVAL OF CURB AND GUTTER	28	L.F.	\$10.00	\$280.00	0.00	28	\$280.00
02050-D	REMOVAL OF CONCRETE DRIVEWAY	16	S.Y.	\$8.50	\$136.00	0.00	16	\$136.00
02050-E	REMOVAL OF SIDEWALK	0	S.Y.	\$8.50	\$0.00	0.00	0	\$0.00
02050-G	REMOVAL OF SEWER MANHOLES OR DRAINAGE STRUCTURES	36	EA	\$1,200.00	\$43,200.00	0.00	36	\$43,200.00
02050-H	REMOVAL OF EXISTING SEWER PIPE (36" AND SMALLER)	10,825	L.F.	\$10.00	\$108,250.00	0.00	10825	\$108,250.00
02050-K	REMOVAL OF CULVERTS 12"-23" (ALL TYPES)	1,044	L.F.	\$10.00	\$10,440.00	8.00	1052	\$10,520.00
02050-M	REMOVAL OF DEBRIS (LVM)	20	C.Y.	\$15.00	\$300.00	0.00	20	\$300.00
02111-A	CLEARING AND GRUBBING (PM)	0	AC.	\$7,000.00	\$0.00	0.00	0	\$0.00
02221-A	SELECT BEDDING MATERIAL (PM) (MDOT CLASS B3 SAND)	3,801	C.Y.	\$18.00	\$68,426.67	0.00	3801	\$68,426.67
02221-B	SELECT FOUNDATION MATERIAL (PM) (#610 STONE AND B3 SAND)	1,442	C.Y.	\$90.00	\$129,796.60	0.00	1442	\$129,796.60
02226-A	BORROW MATERIAL, TYPE B	1,165	C.Y.	\$16.25	\$17,772.35	0.00	1165	\$17,772.35
02226-B	EXCESS EXCAVATION (LVM)	1,970	C.Y.	\$12.00	\$23,638.08	0.00	1970	\$23,638.08
02234-A	GRANULAR BASE COURSE FOR ROADS (LIMESTONE) (PM)	512	C.Y.	\$90.00	\$46,077.30	0.00	512	\$46,077.30
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS (PM)	193	C.Y.	\$90.00	\$17,346.60	0.00	193	\$17,346.60
02234-C	GEOTEXTILE FABRIC	2,955	S.Y.	\$3.45	\$10,194.99	0.00	2955	\$10,194.99
02295-A	SILT FENCE	100	L.F.	\$4.00	\$400.00	0.00	100	\$400.00
02295-B	STRAW WATTLES (12" X 20')	79	EA	\$100.00	\$7,900.00	0.00	79	\$7,900.00
02295-D	DITCH CHECK DAMS	0	EA	\$133.60	\$0.00	0.00	0	\$0.00
02295-E	DITCH LINER MATERIAL	1,693	S.Y.	\$2.00	\$3,385.40	0.00	1693	\$3,385.40
02512-A	HOT BITUMINOUS PAVEMENT (9T-12.5 MM) (2" THICK)	32,514	S.Y.	\$26.24	\$854,085.36	68.16	32572	\$859,261.33
02512-B	HOT BITUMINOUS PAVEMENT (9T-19 MM) (4" THICK)	2,353	S.Y.	\$41.86	\$98,508.30	0.00	2353	\$98,508.30
02513-A	COLD MILLING OF PAVEMENTS (ALL PAVEMENTS, ALL DEPTHS)	2,362	S.Y.	\$7.15	\$16,889.60	0.00	2362	\$16,889.60
02521-A	CURB AND GUTTER RESTORATION	47	L.F.	\$22.00	\$1,034.00	0.00	47	\$1,034.00
02522-A	CONCRETE SIDEWALK RESTORATION	0	S.Y.	\$95.00	\$0.00	0.00	0	\$0.00
02522-B	CONCRETE DRIVE RESTORATION	0	S.Y.	\$95.00	\$0.00	0.00	0	\$0.00
02522-C	DETECTABLE WARNING SURFACE TILES (SURFACE APPLIED)	0	S.F.	\$100.00	\$0.00	0.00	0	\$0.00
02581-A	5' THERMOPLASTIC TRAFFIC MARKINGS (CONTINUOUS, ANY COLOR)	20,970	L.F.	\$2.49	\$52,215.90	730.77	21707	\$54,045.66
02585-A	REFLECTORIZED TRAFFIC SIGNS	0	EA	\$303.00	\$0.00	0.00	0	\$0.00
02608-A	30" STEEL CASING (BORE AND JACK)	0	L.F.	\$796.24	\$0.00	0.00	0	\$0.00
02658-B	24" DUCTILE IRON PIPE (BORE AND JACK)	0	L.F.	\$591.05	\$0.00	0.00	0	\$0.00
02721-F	DROP INLET	2	EA	\$2,500.00	\$5,000.00	0.00	2	\$5,000.00
02722-A	18" RCP	1,156	L.F.	\$60.00	\$69,360.00	32.00	1188	\$71,260.00
02723-D	15" SMOOTH HOPE PIPE	209	L.F.	\$60.00	\$12,000.00	0.00	209	\$12,000.00
02730-	8" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	272	L.F.	\$58.00	\$15,048.00	0.00	272	\$15,048.00
02730-	10" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	2,200	L.F.	\$66.07	\$145,354.00	0.00	2200	\$145,354.00
02730-	12" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	694	L.F.	\$74.83	\$51,163.72	0.00	694	\$51,163.72
02730-	15" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	1,333	L.F.	\$91.07	\$121,396.31	0.00	1333	\$121,396.31
02730-	18" SDR 26, PVC SEWER PIPE (0' TO 10' CUT)	1,983	L.F.	\$94.50	\$187,393.50	0.00	1983	\$187,393.50
02730-	18" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	2,560	L.F.	\$100.50	\$257,280.00	0.00	2560	\$257,280.00
02730-	24" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	1,153	L.F.	\$142.92	\$164,786.76	0.00	1153	\$164,786.76
02730-	30" SDR 26, PVC SEWER PIPE (10'-1" TO 14' CUT)	620	L.F.	\$214.44	\$132,952.80	0.00	620	\$132,952.80
02730-F	DOUBLE SEWER SERVICE	16	EA	\$2,950.00	\$47,200.00	0.00	16	\$47,200.00
02730-H	LOCATE AND CONNECT EXISTING SEWER SERVICE	17	EA	\$1,200.00	\$20,400.00	0.00	17	\$20,400.00
02731-A	4" DIA. SEWER MANHOLES, UP TO AND INCLUDING 10' DEPTH	22	EA	\$5,411.00	\$119,042.00	0.00	22	\$119,042.00
02731-B	4" DIA. SEWER MANHOLES, 10'-1" TO 14' DEPTH	14	EA	\$8,026.00	\$112,504.00	0.00	14	\$112,504.00
02731-D	6" DIA. SEWER MANHOLES, 10'-1" TO 14' DEPTH	10	EA	\$9,358.00	\$93,580.00	0.00	10	\$93,580.00

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
02731-E	DROP ASSEMBLY	0	EA	\$2,066.88	\$0.00	0.00	0	\$0.00
02831-B	PLANT ESTABLISHMENT (HYDRO-SEEDING)	28,472	S.Y.	\$1.20	\$34,166.16	3,075.00	31547	\$37,856.16
02831-D	PLANT ESTABLISHMENT (SOLID SOD - CENTIPEDE)	50	S.Y.	\$10.00	\$500.00	150.00	200	\$2,000.00
02935-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$25,000.00	\$25,000.00	0.00	1	\$25,000.00
TOTAL BASE BID				\$3,417,204.35		\$10,209.86		\$3,427,405.21
ALTERNATE BID ITEM 1 SCHEDULE								
02732-A	SEWAGE PUMP STATION AND APPURTENANCES - LIFT STATION #28 (PLAN SHEET PP. 11 STA 83+92)	1	L.S.	\$302,583.06	\$302,583.06	0	1	\$302,583.06
TOTAL ALTERNATE BID ITEM 1				\$302,583.06		\$0.00		\$302,583.06
ALTERNATE BID ITEM 2 SCHEDULE								
02658-A	30" STEEL CASING (OPEN CUT) (ALTERNATE TO JACK AND BORE) (PLAN SHEET PP. 03)	200	L.F.	\$356.24	\$71,248.00	0.00	200	\$71,248.00
02658-B	24" DUCTILE IRON PIPE (OPEN CUT) (ALTERNATE TO JACK AND BORE) (PLAN SHEET PP. 08)	36	L.F.	\$311.05	\$11,197.80	0.00	36	\$11,197.80
TOTAL ALTERNATE BID 2				\$82,445.80		\$0.00		\$82,445.80
CHANGE ORDER 1 SCHEDULE								
CO1-A	ASPHALT CRACK SEALANT	0	L.F.	\$3.00	\$0.00	0.00	0	\$0.00
CO1-B	FIBER OPTIC TEMPORARY CASING INSTALL	0	L.F.	\$2.00	\$0.00	0.00	0	\$0.00
CO1-C	10" PVC F.M. (FITTINGS & CONNECTION TO EXISTING)	0	L.F.	\$95.35	\$0.00	\$0.00	0	\$0.00
TOTAL CHANGE ORDER 1				\$0.00		\$0.00		\$0.00
CHANGE ORDER 2 SCHEDULE								
CO2-A	10" HDPE F.M. OPEN CUT	2166	L.F.	\$43.20	\$94,435.20	0.00	2166	\$94,435.20
CO2-B	DUCTILE IRON FITTINGS	195	LB	\$10.43	\$2,031.24	0.00	195	\$2,031.24
CO2-C	AIR RELEASE VALVE & VAULT	1	EA	\$10,531.50	\$10,531.50	0.00	1	\$10,531.50
CO2-D	10" GATE VALVE & VAULT	2	EA	\$4,767.75	\$9,535.50	0.00	2	\$9,535.50
CO2-E	CONNECT TO STATION RING	1	LS	\$2,467.10	\$2,467.10	0.00	1	\$2,467.10
CO2-F	CONNECT TO MANHOLE (INCLUDING DROP)	1	LS	\$4,872.00	\$4,872.00	0.00	1	\$4,872.00
TOTAL CHANGE ORDER 2				\$123,872.54		\$0.00		\$123,872.54
CHANGE ORDER 3 SCHEDULE								
CO3-A	4" MH EPOXY LINING	36	VF	\$630.00	\$22,421.70	0	36	\$22,421.70
CO3-B	5" MH EPOXY LINING	8	VF	\$714.00	\$5,854.80	0	8	\$5,854.80
CO3-C	8" HDPE F.M. OPEN CUT	740	L.F.	\$42.50	\$31,450.00	0	740	\$31,450.00
CO3-D	CONNECT F.M. TO EXISTING MANHOLE	1	EA	\$4,315.00	\$4,315.00	0	1	\$4,315.00
CO3-E	44"x27" RCP	58	L.F.	\$165.65	\$9,276.40	8	64	\$10,601.60
CO3-F	15" RCP	8	L.F.	\$59.95	\$479.60	0	8	\$479.60
CO3-G	DRAINAGE JUNCTION BOX	1	EA	\$5,600.00	\$5,600.00	0	1	\$5,600.00
CO3-H	REMOBILIZATION	1	LS	\$35,510.00	\$35,510.00	0	1	\$35,510.00
TOTAL CHANGE ORDER 3				\$114,907.50		\$1,325.20		\$116,232.70
CHANGE ORDER 4 SCHEDULE								
CO4-A	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	0	1	\$5,000.00
CO4-B	BYPASS PUMPING	1	LS	\$20,000.00	\$20,000.00	0	1	\$20,000.00
CO4-C	VALVE VAULT REMOVAL & CONVERT WET WELL TO MANHOLE	1	LS	\$25,000.00	\$25,000.00	0	1	\$25,000.00
CO4-D	CLEARING INCLUDING REMOVAL & DISPOSAL	1	LS	\$10,000.00	\$10,000.00	0	1	\$10,000.00
TOTAL CHANGE ORDER 4				\$60,000.00		\$0.00		\$60,000.00
CHANGE ORDER 5 SCHEDULE								
CO5-A	12" RCP	120	L.F.	\$59.95	\$7,194.00	0.00	120	\$7,194.00
CO5-B	PUMP STATION 31 DOOR CONTROL	1	LS	\$7,600.35	\$7,600.35	0.00	1	\$7,600.35
CO5-C	ASPHALT PAVEMENT LEVELING (MDOT ST. 4.75 MM MIX)	350.02	TON	\$184.00	\$60,723.68	0.00	350	\$60,723.68
CO5-D	SIZE 200 RIPRAP	40.85	TON	\$175.00	\$7,113.75	0.00	41	\$7,113.75
CO5-E	6" THERMOPLASTIC TRAFFIC MARKINGS (SKIP YELLOW)	10760	L.F.	\$3.00	\$32,268.00	(8.00)	10752	\$32,268.00
CO5-F	12" THERMOPLASTIC TRAFFIC MARKINGS STOP BAR (LEGEND WHITE)	334	L.F.	\$15.00	\$5,010.00	0.00	334	\$5,010.00
CO5-G	TWO-WAY RETROREFLECTIVE YELLOW RAISED PAVEMENT MARKERS	270	EA	\$12.00	\$3,240.00	0.00	270	\$3,240.00
CO5-H	1' WIDE X 6" THICK "G10 LIMESTONE" SHOULDER	503	CY	\$120.00	\$60,360.00	0.00	503	\$60,360.00
CO5-I	ADJUSTMENT OF CASTINGS	1	LS	\$3,879.00	\$3,879.00	0.00	1	\$3,879.00
TOTAL CHANGE ORDER 5				\$187,420.78		(8.00)		\$187,376.78
TOTAL CHANGE ORDER AMOUNTS FOR BASE BID + ALT 1 & ALT 2				\$4,288,414.03		\$11,502.06		\$4,299,916.09

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner)

City of Pass Christian

200 W. Scenic Drive

Pass Christian, MS 39571

ENGINEER'S PROJECT NO. 1257

CONTRACT FOR: Entire Project

CONTRACT DATE:

PROJECT:

North Street Gravity Sewer

Phase 2 and 3

State of:

Mississippi

County of:

Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR:

(Address)

LJ Construction Inc
11226 Dobson Road
Gulfport, MS. 39503

BY:

Louis J. Smith
Louis J. Smith

Subscribed and sworn to before me this

5th day of August, 2024

Notary Public:

My Commission Expires



Chasity Smith
2/28/27



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2026

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 Arthur J. Gallagher Risk Management Services, LLC 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Liz Williams PHONE (A/C, No, Ext): 228-863-5362 E-MAIL ADDRESS: liz_williams1@ajg.com FAX (A/C, No): 228-863-1957
INSURED L J Construction Inc. 11226 Dobson Road Gulfport MS 39503	INSURER(S) AFFORDING COVERAGE INSURER A: Brierfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 894195479 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	Y	CPP100087220-02	9/15/2025	9/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CA100087221-02	9/15/2025	9/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A	Inland Marine Installation Floater			CPP100087220-02 CPP100087220-02	9/15/2025 9/15/2025	9/15/2026 9/15/2026	Scheduled Blanket Coverage \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is granted Additional Insured Status and Waiver of Subrogation under the General Liability and Auto Liability as required by written contract or agreement.

Project: North Street Gravity Sewer Improvements Ph 2 & 3

CERTIFICATE HOLDER **CANCELLATION**

City of Pass Christian 200 West Scenic Drive Pass Christian MS 39571	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2026

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PRODUCER Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 854-5423	FAX (A/C, No):
	E-MAIL ADDRESS: coi@coadvantage.com	
INSURED CoAdvantage Corporation Alt. Emp: L.J. CONSTRUCTION INC 101 Riverfront Blvd Suite 300 Bradenton, FL 34205	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 40142	

COVERAGES

CERTIFICATE NUMBER: 26FL0901107778

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	WC 56-11-942-12	04/01/2026	04/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			Location Coverage Period:	04/01/2026	04/01/2027	Client# 108806-MS

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

Coverage is provided for only those co-employees of, but not subcontractors to:
L.J. CONSTRUCTION INC
11226 Dobson Rd
Gulfport, MS 39503

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

Overstreet & Associates
161 Lameuse Street
Biloxi, MS 39530

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

James M. Arnold

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2026

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PRODUCER Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 E-MAIL ADDRESS: coi@coadvantage.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 40142
INSURED CoAdvantage Corporation Alt. Emp: L.J. CONSTRUCTION INC 101 Riverfront Blvd Suite 300 Bradenton, FL 34205	

COVERAGES

CERTIFICATE NUMBER: 26FL0901107778

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	WC 56-11-942-12	04/01/2026	04/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			Location Coverage Period:	04/01/2026	04/01/2027	Client# 108806-MS

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

Coverage is provided for only those co-employees of, but not subcontractors to:
L.J. CONSTRUCTION INC
11226 Dobson Rd
Gulfport, MS 39503

Endorsements: Waiver of Subrogation

CERTIFICATE HOLDER

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

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

Joseph M. Agnello

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Dia'Mond Woodman
FIRE CHIEF

Pass Christian Fire & Rescue

*808 East Second Street
Pass Christian, MS 39571
(228) 452-3323 • Fax (228) 245-0001*

August 12, 2026

Gentlemen,

I respectfully request that the Pass Christian Civil Service Commission consider and approve two amendments to the current Civil Service rules governing the Pass Christian Fire Department.

1. Amendment to Deputy Chief Position

The current Fire Department Deputy Chief description is structured differently from the corresponding Captain/Deputy Chief position in the Police Department. I believe these positions should be aligned, as the Police Department's structure makes better operational sense for the Fire Department as well.

This change would provide greater consistency between the City's two public safety departments while creating a structure that better fits the Fire Department's current operational needs.

The existing language provides:

DEPUTY CHIEF: *An employee who has been a Fire Fighter Three of the Pass Christian Fire Department or equivalent rank with another fire department for at least two years and completed such classes as shall be required by the Fire Chief for such position.*

*I respectfully request that this language be replaced with a new **Deputy Fire Chief / Training Chief** position and corresponding requirements.*

The proposed language would read:

DEPUTY FIRE CHIEF / TRAINING CHIEF: *The rank of Deputy Fire Chief / Training Chief shall be appointed by the Mayor and Board of Aldermen upon the recommendation of the Fire Chief. All appointments for this rank shall be made from within the Fire Department, unless the Fire Chief and the City governing authorities determine that it is not in the City's best interests to do so from the existing staff. To be eligible for appointment to the rank of Deputy Fire Chief / Training Chief, officers must have already attained the rank of Fire Captain through Civil Service competitive testing procedures.*

The appointment shall be temporary, and the appointee shall serve at the will and pleasure of the Fire Chief and the City. The appointee shall retain Civil Service status at the rank already attained when appointed as Deputy Fire Chief / Training Chief.

The appointee must have administrative and command-level experience. The appointee must have the ability to manage, supervise, and coordinate the training, programs, activities, and operations of the Pass Christian Fire Department.

The appointing authority may reassign an appointee. Before reassignment, the appointee and the Civil Service Commission must be notified, in writing, at least thirty (30) days before the effective date of the appointee being reassigned.

*This proposed language establishes a clear distinction between the employee's **Civil Service rank** and the appointed administrative position of Deputy Fire Chief / Training Chief. It also provides the department with a defined command-level position responsible for department-wide administration, training, personnel development, and operational coordination.*

2. Amendment to Rule 8.3.1 – Official Positions

I also respectfully request that **Rule 8.3.1** be amended to include **Captain** among the official positions/ranks recognized within the Pass Christian Fire Department.

The addition of Captain is necessary to accurately reflect the department's current organizational and command structure. Captain is an established supervisory and command-level position within the Fire Department and should be specifically identified within the Civil Service rules as an official position.

The requested amendment would add:

Captain

to the list of official positions identified in Rule 8.3.1.

These proposed amendments are intended to bring the Civil Service rules into alignment with the current structure and operational needs of the Pass Christian Fire Department.

I respectfully request that the Civil Service Commission place these proposed amendments on its agenda for consideration and take the appropriate action necessary to update the rules.

Dia'Mond Woodman



Fire Chief

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SECOND AMENDED AND RESTATED LEASE AGREEMENT

This Second Amended and Restated Lease Agreement ("**Restated Lease Agreement**" and also referred to as "**lease**" or "**sublease**") made by and between the City of Pass Christian, a Mississippi municipal corporation (the "**City**"), hereinafter sometimes referred to as "**Lessor**", and STELLA MARIS LLC, hereinafter sometimes referred to as "**Lessee**" or "**Stella Maris**".

WHEREAS, the Lessor and former lessee, Pass Purchasing, Inc., a Mississippi corporation ("**Pass Purchasing**"), previously entered into a Lease Agreement dated March 7, 1989 (as modified in 2007, and again as modified in the Amended and Restated Lease Agreement dated March 3, 2015, (the "**2015 Lease**") for the operation of an icehouse, for the loading and unloading of seafood products, and a fuel dock for the sale of petroleum products on the East wall of the small craft harbor; and

WHEREAS, on or about May 19, 2021, **Pass Purchasing** sold substantially all of its assets to Lessee and assigned to Lessee its interest as lessee under **2015 Lease** Agreement, relating to that property upon which Pass Purchasing previously conducted its business; and

WHEREAS, in connection with such sale, Stella Maris executed a Promissory Note, as amended and restated, in favor of Pass Purchasing (the "**Promissory Note**") secured by a pledge of certain equipment and assets pursuant to a Security Agreement (the "**Security Agreement**"; the Promissory Note and Security Agreement are collectively referred to herein as the "**Loan Agreements**");

WHEREAS, Pass Purchasing, the City and Lessee previously entered into a Collateral Assignment of Lessee's Interest in Lease regarding, *inter alia*, the default, if any, by Stella Maris under the 2015 Lease or the Loan Agreements and a separate Memorandum of Amended and Restated Lease Agreement, Assignment and Assumption of Restated Lease Agreement and Collateral Assignment of Tenant's Interest in Lease (collectively, the "**Memorandum Documents**");

WHEREAS, under paragraph 3. of the **2015 Lease** it was agreed that the Lessee would continue to occupy and use the Old Fuel Dock and certain adjacent premises but that it was the intention of the parties to enter into a separate lease (which the parties agree to negotiate in good faith, it being understood, however, that neither is obligated to enter into the same,) in the new harbor expansion area for the Lessee to operate a New Fuel Dock, so long as the parties can mutually agree upon the designated lease area for the fuel dock and pier, the rental rate for same, and the Lessee can obtain appropriate environmental and applicable regulatory permits from other Federal State agencies to build the fuel dock with fuel dispensing equipment and machinery at the Lessee's sole expense; and

WHEREAS, the City has completed construction of the new harbor expansion area with the development of the new leased spaces and Lessee, or its predecessor has heretofore built the fuel dock with fuel dispensing equipment, installed necessary machinery, and obtained the appropriate environmental and applicable regulatory permits from other Federal State agencies to operate a New Fuel Dock on the Leased Premises; and

WHEREAS, rather than entering into a new and separate lease agreement for operation of a new fuel dock the Lessor and Lessee wish to instead amend and restate the terms and provisions of their 2015 Lease Agreement to now include terms and provisions regarding operation of the new fuel dock; and

WHEREAS, the Lessor and Lessee also find it convenient at this time and now wish to also update, amend and restate certain other minor terms and provisions of their 2015 Lease Agreement to now reflect current circumstances; and

WHEREAS, the City and the State of Mississippi acting through the Secretary of State entered into a Tidelands Lease for the new harbor expansion area East of the existing small craft harbor with an initial term of forty years beginning on January 1, 2010, and ending on December 31, 2049 (the “**Tidelands Lease**”), being Exhibit “C”, 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

WHEREAS, subject to the terms and conditions of said Tidelands Lease, and further subject to any and all binding restrictions or conditions now or hereafter imposed upon Lessor by a Court or other judicial body having proper jurisdiction in the premises, all applicable environmental and regulatory restrictions by any authority applicable to use of the leased premises for the intended use described herein below, the Lessor wishes to sublease to the Lessee, and the Lessee hereby agrees to sublease from the City, the land situated in the City of Pass Christian, First Judicial District, Harrison County, described below, herein referred to as the “**Leased Premises**” which Leased Premises shall include now, by virtue of this Second Amended Lease Agreement the Fuel Dock Premises.

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 to amend and restate their 2015 Lease Agreement in full 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 “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (also referred to as the “**Leased Premises**”)

Provided, however, that this lease and the premises shall be subject to any and all binding restrictions or conditions now or hereafter imposed upon the parties herein by a court or other judicial body having proper jurisdiction in the premises. To have and to hold the above described premises beginning on the date this Restated Lease Agreement has been executed by all parties (the “**Effective Date**”) and expiring on March 7, 2032. The Lessee agrees to pay the Lessor an annual rental payable in advance commencing on the 1st day of June 2026, in the total sum of \$22,134.97, (\$20,512.25 for the main lease and \$1,622.72 for the fuel dock), (the “**New Base Rent**”), which annual rental rate will be subject to a four percent (4%) increase each fifth year of the term hereof and any extensions hereof. 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 parties understand and agree that pursuant to Section 6.6 of the Tidelands Lease, this Restated Lease Agreement shall continue to be recognized by the State of Mississippi through the initial lease term. Provided Lessee is in compliance with all terms and conditions hereof, at the end of the initial lease term ending on March 7, 2032, and, pursuant to the Tidelands Lease, the Lessor agrees to sublease the leased premises to the Lessee for an additional term beginning on March 8, 2032, and ending on March 7, 2044. The Lessee understands and agrees that this sublease/lease shall be subject to all of the terms and provisions of the City’s aforementioned Tidelands Lease and amendments thereto attached hereto and incorporated herein as Exhibit “C”.

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 Tidelands Lease; Lessee's obligations under this Restated Lease Agreement are contingent upon the same.

2. **Purpose; Rent Abatement; Use of Adjacent Premises.** It is understood and agreed that the purpose of this lease is for Lessee to engage in the business of loading and unloading seafood and ice to vessels and trucks and operation of fuel dock for the sale of petroleum products to vessels within the small craft harbor(the “**Business**”) and for retail sales.. Subject to the following provisions of this Section, Lessee agrees to use the leased premises for said purpose only for a period of not less than six (6) consecutive months each year and if the Lessee fails to use the premises as specified, except by reasons outside of its control, this lease may be cancelled at the option of the City, but only if Lessee fails to use the leased premises for said purpose within 30 days of notice from the City that it has failed to meet its obligations set forth in this Section and fails to meet such obligation within thirty (30) days following such notice. Non-use of the facility for such purpose during holidays, weekends and periods when the weather or other circumstances outside of the control of Lessee (e.g., oil spills, damage to the leased facilities) substantially stop the commercial harvesting of seafood in areas typically serviced by the facility shall be disregarded.

Notwithstanding anything in this Restated Lease Agreement to the contrary, no rent shall be due hereunder during any Abatement Period. For this purpose, an "**Abatement Period**" shall mean any period of greater than 10 consecutive days during which (i) the facility is not used for the Business and during which the commercial harvesting of seafood in areas typically serviced by the facility is substantially stopped due to the weather or other circumstances outside the control of Lessee (e.g., oil spills, hurricanes, damage to the leased facilities) (ii) Lessee is unable to operate the Business due to circumstances beyond its control (e.g., damage to the leased premises or to the routes of ingress and egress), which cessation is commercially reasonable.

3. **Fuel Dock.** Lessor hereby grants to Lessee the right to operate a fuel dock on the leased premises and to sell, distribute, and dispense marine fuels (including but not limited to gasoline, diesel, and alternative propulsion fuels) to vessels, boats, and watercraft within the Pass Christian municipal harbor on the leased premises. Lessee shall establish fuel prices in accordance with applicable law and provide fuel at the same price to all customers. Lessee may, however offer commercially reasonable pricing programs, including commercial accounts, fleet pricing, volume discounts, promotional pricing, seasonal pricing, prompt payment discounts, cash discounts, and other customary business practices, provided such programs are available to all customers. Lessee may not arbitrarily refuse to sell fuel to any customer but Lessee may refuse service to any vessel or customer due to legitimate safety hazards, environmental hazards, or delinquent accounts,. If the Lessee fails to use the premises as specified, except by reasons outside of its control, for longer than forty-five (45) days or otherwise violates the terms and conditions hereof this Lease may be cancelled at the option of the City. Non-use of the facility for such purpose during holidays, periods of equipment maintenance or repair, and periods when the weather does not allow safe operations shall not be considered a violation hereof.
4. **Signs.** Should Lessee desire to construct any permanent signs or improvements on said property, written approval of the Lessee's plans and specifications must first be obtained from the Lessor. Approval of such improvements shall not subject Lessor to any liability or other obligations as to the safety for the said building, equipment or improvement nor for non-compliance with any law or regulation requiring the design or construction of same. Should Lessee desire to use the said property for any lawful purposes other than that stated above the Lessee shall first obtain such approval in writing from the Lessor Temporary banners, seasonal decorations, flags (including the United States Flag, State of Mississippi Flag, military flags, and customary maritime signal flags), promotional signage, sandwich boards, feather flags, holiday decorations, and similar non-structural displays that do not require drilling, permanent attachment, or physical modification of City property may be displayed by Lessee on the leased premises without prior written approval, provided they: comply with applicable law; do not obstruct vehicular or pedestrian traffic; do not create a safety hazard; are maintained in good condition; and are promptly removed if damaged or after the applicable event or promotion has ended.
5. **No Interference with Others.** Lessee agrees at their expense to use the premises so as not to interfere with the other tenants or slip users near or adjacent to the aforementioned

premises and to keep the premises free from unsightly vegetation, debris, and rubbish and in a neat and sanitary condition. Lessee will not be allowed to operate its business in such a way to create unreasonable noxious odors or conditions that will materially and substantially affect the uses and enjoyment of the adjoining leaseholders' and other users of the harbor in the vicinity.

6. **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 established by the Lessor or the harbormaster.
7. **Compliance with Laws; Temporary Dockage and Rafting.** Lessee agrees to not permit any waste or nuisance and abide by all the laws, rules, orders, and regulations of the City, and any other government body or agency and its officials having jurisdiction pertaining to the use and occupancy of the premises. Lessee shall not operate any business which will interfere with the commerce and/or maintenance of the harbor, particularly with the regard to the business of the other lessees in the unloading or sale of seafood products or fuel or other operations of the harbor. The Lessee may be allowed to have such number of boat(s) tied together or "rafted" at its leased premises for limited periods of time while awaiting service 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 in any manner 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.
8. **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
9. **Zoning.** Lessee agrees to abide all the zoning laws and building codes of the City now or hereafter applicable to said premises.
10. **Sublease; Change of Control.** Lessee agrees not to under-let or sublease any portion of the leased premises or to assign this lease without the prior written consent of Lessor and any attempted assignment or sublease without the prior 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 more than fifty percent (50%) of the ownership interests or voting power of such 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. 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.

11. **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.
12. **Lien for Unpaid Amounts.** It is hereby mutually agreed that Lessor shall have a lien upon any improvements erected by Lessee upon the above property and any furnishings or fixtures thereon, for any rent which may be due and unpaid and for the payments of all other money which may be due Lessor hereunder, whether liquidated claims or not.
13. **Default.** In the event of default in the payment of any rental due under this Restated Lease Agreement or material breach by Lessee of any of the other terms of this Restated Lease Agreement, which default or breach continues for sixty (60) days after notice thereof given to the Lessee by the Lessor, Lessor may terminate this lease upon written notice to Lessee and, following such termination, may pursue all remedies available at law or in equity to recover possession of said premises (excluding Lessee's personal property, trade fixtures, machinery, and equipment, which Lessee shall have the right to remove within thirty (30) days of such termination). If Lessee continues to occupy the leased premises after termination, the Lessor shall have the right to pursue eviction through applicable legal proceedings.
14. **Rights to Property upon Termination.** All buildings and permanent improvements constructed or placed upon the above described premises by 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. Lessee's personal property, trade fixtures, machinery, and equipment includes fuel storage tanks, pumps, dispensers, piping, hose reels, meters, electrical controls, ice-making equipment, transformers, security systems, surveillance cameras, dock lighting, generators, refrigeration, conveyors, computer systems, POS equipment, shelving, display items, future replacement equipment, forklift(s), etc. Any improvements or equipment installed solely at Lessee's expense shall be and remain the property of Lessee unless this Lease expressly provides otherwise. Any equipment, machinery, or personal property left on the premises thirty days after termination of the lease shall be considered abandoned.
15. **Binding Effect.** This lease shall be binding upon the heirs, devisees, legal representatives, successors and assigns of all parties hereto.
16. **Destruction of Equipment by Casualty.**

If, as a result of storm, fire, lightning, earthquake or other casualty, the Equipment or Lessor's improvements is rendered not usable for its intended purpose and the cost to restore the damaged property to its condition prior to such casualty exceeds 50% of its

original cost, then, Lessee (with respect to damage to the Equipment) or Lessor (with respect to damage to Lessor's improvements), in its sole discretion, shall elect to terminate the lease or repair or replace the Equipment or Lessor's improvements (as the case may be). Notice of election shall be given to the other party within (90) days after such destruction.

If, as a result of storm, fire, lightning, earthquake or other casualty, damage to Lessor's improvements makes it commercially unreasonable to continue the Business (but the cost to restore the damaged property to its condition prior to such casualty does not exceed 50% of its original cost), or damage to the surrounding area makes it commercially unreasonable to continue the Business (e.g., substantial loss of ingress and egress) and such damage is not repaired to the pre-casualty condition within one year, or Lessor advises Lessee that it will not so repair the damage, Lessee may terminate the lease. Notice of termination, if elected, must be given to Lessor within (90) days after the one year period following the damage or, if applicable, within (90) days after Lessor's notice that it will not repair the damage.

If Lessee or Lessor gives timely notice of its intent to terminate the lease, the lease shall terminate as of the date of such notice and rental shall be accounted for as between Lessor and Lessee as of that date.

If Lessor or Lessee gives timely notice of its intent to repair or replace the damaged property, it shall commence (or shall cause to be commenced) repair or replacement of the damaged property 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 the party owning the damaged property receives applicable permits and insurance proceeds but not to extend one (1) year after the casualty event. In the event Lessee or Lessor shall fail to substantially repair or replace the damaged property within said period, the other party's sole remedy shall be to terminate the lease.

If the party owning the damaged property fails to give timely notice to the other party, the party who was to receive the notice may terminate the lease.

If the leased property is not utilized by the Lessee within five years, or if commercial, port, or industrial usage by the Lessee ceases for a period of two years then this lease will terminate. Nevertheless, if such failure of the Lessee to utilize the premises for five years, or cessation of use by the Lessee of the leased area for a period of two years for commercial, port, or industrial usage, is caused, suspended, delayed, or interrupted by an Act of God, fire, war, rebellion, scarcity of water, insurrection, riot, strike, scarcity of labor, differences with employees, failure of a carrier to transport or furnish facilities for transportation; or as a result of some order, rule, or regulation of any federal, state, municipality or other governmental agency; or as a result of the Lessee/Sub-Lessee's failure to obtain any required permit or certificate; or is as a result of any cause beyond the control of the Lessee/Sub-Lessee, then the time of such delay or interruption shall not be counted against the Lessee/Sub-Lessee in determining such period of five years or two years. (See MCA Section 59-1-17, as amended.)

If, as result of destruction of Lessor's improvements as provided herein before, Lessor provides written notice to Lessee of its intention to terminate the lease or the lease is otherwise terminated because the improvements are not repaired or replaced by the Lessor as provided hereinbefore, and Lessor subsequently decides to repair or replace the subject improvements within two years after the termination date then in such event, the Lessor shall first provide written notice to the Lessee of its intention to enter into a new lease for such improvements. The terms and conditions of the new lease must be mutually agreed upon by the parties in writing and also approved by the State of Mississippi – Secretary of State. The parties herein agree to negotiate the terms and conditions of the new lease in good faith for a period of not to exceed ninety days after receipt of Lessee's notice of intention to do so. If the Lessee fails to provide written notice of its intention to negotiate a new lease within sixty (60) days of receipt of the Lessor's aforementioned notice or the negotiations prove unsuccessful within the ninety-day time period, then the Lessee's rights hereunder will automatically terminate and Lessor may offer such lease space and improvements to any other person or entity free and clear of any obligation under this Lease agreement. This right may not be assigned by the Lessee to any other person or entity without the express written permission of the Lessor.

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

In the event of the termination of the lease under any of the provisions of this Section 16, both Lessor and Lessee shall be released from any liability or obligation under this Restated Lease Agreement relating to leased premises arising after the date of termination, except as otherwise provided for in this Restated Lease Agreement.

17. **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. Lessee may remove, replace, or relocate its equipment, machinery, and trade fixtures during the term of this lease without the prior written consent of Lessor, provided that Lessee repairs any damage caused by such removal. All of such property shall remain subject to ad valorem taxes levied from time to time by the City and Harrison County taxing authorities and shall be paid by Lessee. Failure to pay any such taxes when they become due shall amount to a breach of this lease by Lessee and unless cured upon written notice, shall subject the lease to termination as elsewhere herein provided.

Lessor shall pay any and all rent and other charges under the Tidelands Lease.

18. **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 the cost of providing such services exceeds rates generally charged for such services to the public within the City; provided, Lessor shall give Lessee not less than ninety (90) days' advance written notice of any discontinuation of such services. 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. Notwithstanding anything in this Restated Lease Agreement to the contrary, no rent shall accrue and shall abate during any period during which electricity, water, or sewer is not available at the leased premises and the Lessee is unable to operate the Business.
19. **19.Indemnification.** 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; provided, however, Lessee shall have no obligation to indemnify Lessor for claims arising from the negligence or willful misconduct of Lessor, its officials, agents, employees, or contractors.
20. **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 permanent structural improvements situated thereon and including all additions, replacements and changes made or placed by the Lessee, except machinery, equipment, trade fixtures, and the fuel dock dispensing equipment and related infrastructure installed by Lessee, all of which may 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.
21. **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. roof, floors, exterior walls, foundation, plumbing, and electrical systems 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, without regard to the availability of insurance proceeds

Lessee shall have the duty to repair and maintain at its own expense any damages caused by its occupancy and all other parts of the structure, the HVAC system and the Equipment.

22. **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 (10) days' written notice to remedy the matter, unless a shorter notice period is required due to exigent circumstances. If the Lessee fails to take corrective action in the time required by the notice, the Lessor may take the corrective action and charge the Lessee for such expenses as additional rent or the Lessor may terminate this lease.

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

23. **Property Accepted "As Is".** Lessee acknowledges that it has inspected the premises and accepts same in its present and "as is" condition. Other than as provided herein the Lessor has made no representations to Lessee or its agents as to the suitability of the premises for its intended use.

24. **Liability Insurance.** Lessee shall obtain general public liability insurance in amounts not less than \$1,000,000.00 bodily injury coverage and \$500,000.00 property damage coverage, with a copy of said policy to be furnished to the Lessor upon lessee taking possession of the leased property. The Lessor shall be added as an additional insured on said general liability insurance policy and the policy shall contain a provision that the Lessor shall be notified at least thirty (30) days in advance in the event of any lapse of coverage. The Lessee/Lesseees shall not cancel or materially change the insurance policy without first giving notice to Lessor.

25. **Casualty Insurance.** Throughout the term of this lease, including any extensions, Lessor shall maintain insurance coverage on the leased premises, including fire and windstorm (but not flood) for not less than the full replacement value of Lessor's improvements. Lessee may maintain insurance coverage on its equipment, machinery, contents, and personal property in its discretion and the Lessor shall have no responsibility or liability for loss or damage to same.

26. **Limited Waiver of Subrogation.** Notwithstanding any other provision of this Restated Lease Agreement to the contrary (and to the fullest extent allowed by law), 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 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 Lessee, its sublessees 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.

27. **Attorney Fees.** If it becomes necessary for either party to employ an attorney to enforce the performance of the conditions of this lease agreement, then the non-prevailing party agrees to pay the prevailing party's reasonable attorney's fees and court costs therewith.
28. **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.
29. **Consents.** With respect to any action or proposed action of Lessor or Lessee requiring the prior consent of the other, said consent shall not be unreasonably conditioned, delayed or withheld.
30. **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.
31. **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.
32. **Notices.** All notices applicable to Lessor hereunder, shall be directed to the Mayor, City of Pass Christian, Mississippi, and all notices applicable to Lessee/Lesseees shall be directed to Stella Maris LLC, 166 W. North Street, Pass Christian, Mississippi 39571.
33. **Quiet Enjoyment.** So long as Lessee observes and performs the covenants and agreements contained herein, and subject to the provisions and limitations elsewhere herein, it shall at all times during the lease peacefully and quietly have and enjoy the possession of the premises.

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

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

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

35. **Representations/Covenants; Confirmation of Collateral Assignment.** Lessor and Lessee understand, acknowledge and agree that this Restated Lease amends and restates the 2015 Lease by modifying certain of its terms and provisions, by adding the Fuel Dock Premises to the leased premises, and is intended to continue, without interruption, the leasehold estate created by the 2015 Lease.
36. Lessor and Lessee further understand, acknowledge and agree that this Restated Lease constitutes an amendment and restatement of the 2015 Lease and is not intended to, and shall not, constitute a novation, surrender, termination, cancellation or extinguishment of the 2015 Lease or the leasehold estate created thereby. Except as expressly modified by this Restated Lease, the 2015 Lease shall be deemed to continue in full force and effect as amended and restated herein.
37. Lessor and Lessee further understand, acknowledge and agree that the Collateral Assignment of Tenant's Interest in Lease (the "**Collateral Assignment**") among Lessor, Lessee and Pass Purchasing shall remain in full force and effect and shall continue to encumber and apply to this Restated Lease, the leasehold estate created hereby, and the leased premises, including the Fuel Dock Premises, without interruption or impairment. Lessor and Lessee, together with Pass Purchasing, solely for purposes of evidencing the matters set forth in this Section 35 and providing record notice thereof, agree to promptly execute and record an Amendment to the Memorandum of Amended and Restated Lease Agreement, Assignment and Assumption of Restated Lease Agreement and Collateral Assignment of Tenant's Interest in Lease, recorded on June 23, 2021, as Instrument No. 2021-8865-D-J1 in the land records of Harrison County, Mississippi, First Judicial District, together with such other confirmatory instruments as may be reasonably requested to effectuate the intent of this Section 35.

WITNESS OUR SIGNATURES on this the _____ day of _____, 2026.

CITY OF PASS CHRISTIAN, Lessor

BY: _____
Mayor Kenny Torguson

ATTEST:

Marian Governor, City Clerk

STELLA MARIS SEAFOOD LLC

By: _____
_____, Manager

PASS PURCHASING, INC., Consenting to and agreeing
to be bound by Section 35 only

By: _____
Name: _____
Title: _____

Schedule of Exhibits to be Attached

Exhibit A - - Survey of the premises leased pursuant to this Restated Lease Agreement

Exhibit B - Rent Adjustment Schedule

Exhibit C - Tidelands Lease and amendments thereto

SCANNED



[Signature] 1st Judicial District
Instrument 2010 6636 D -J1
Filed/Recorded 10/ 5/2010 09:08 A
Total Fees \$ 31.00
33 Pages Recorded

DO NOT WRITE ABOVE THIS SPACE	
Document Prepared by Office of the Secretary of State Raymond D. Carter, Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254 ☐ Not a Mississippi Attorney ☒ Mississippi Attorney Bar No. <u>8444</u>	Return Original Document to Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254 <i>If left blank, original document will be returned to document preparer.</i>
PUBLIC TRUST TIDELANDS LEASE CITY OF PASS CHRISTIAN, MISSISSIPPI (Pass Christian Harbor)	
Lessor State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-6373	Lessee City of Pass Christian, Mississippi Post Office Box 368 Pass Christian, Mississippi 39571 (228) 452-3311
Indexing Instructions Charles Asmard Claim Section 25, Township 8 South, Range 13 West, First Judicial District of Harrison County, MS	
This document contains <u>33</u> 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, LESSEE 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.

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3.11 (a) The LESSOR shall have the right to an accounting and audit of the records relating the 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

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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 SLIP 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

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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 distrain 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 Leo C. 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 Leo 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 16 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 24th day of September 2010

Haley 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 24th 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.

My Commission Expires:

BETHANY J. BRYANT
Commission Expires
Sept. 7, 2012
RANKIN COUNTY

Bethany J. Bryant
NOTARY PUBLIC

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 harbors 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 Asmard 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.

REDUCED / NOT TO SCALE

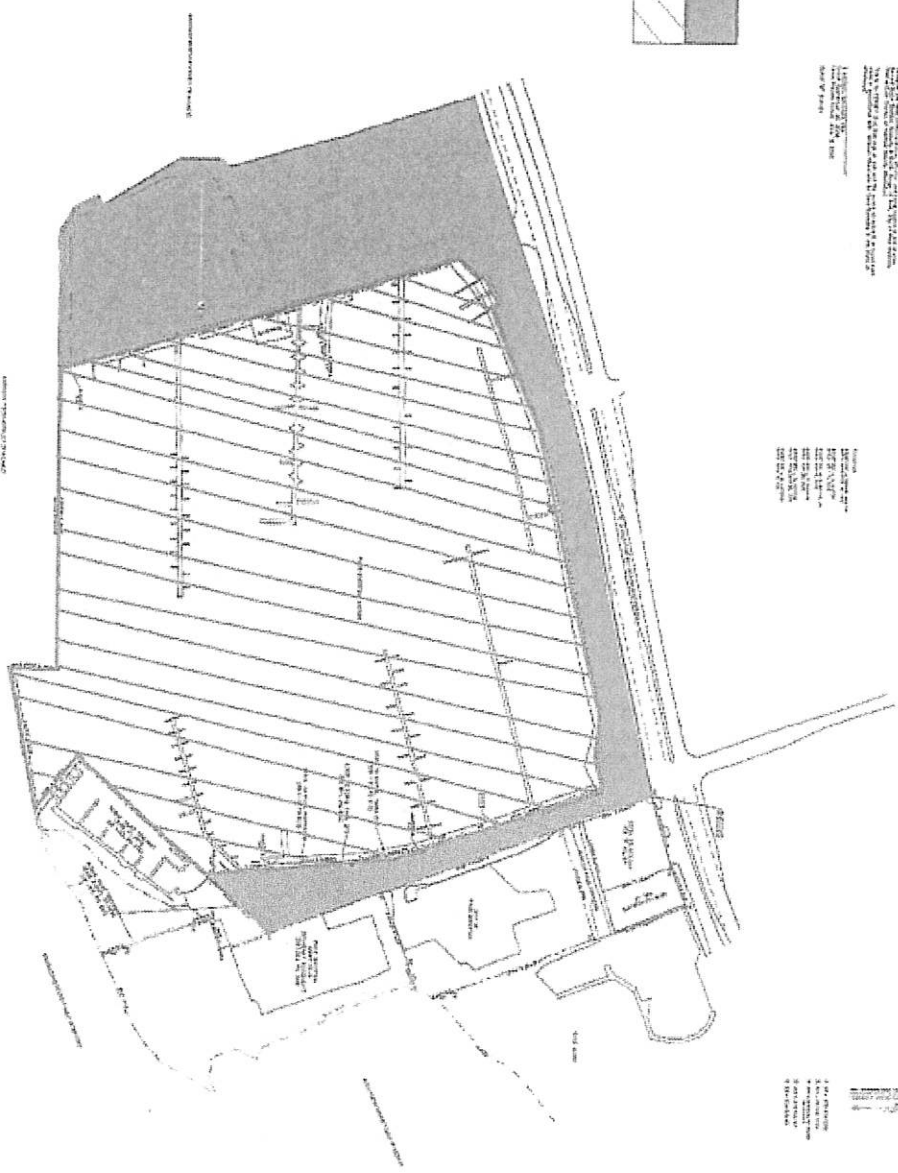


EXHIBIT 4

DATE: 11/11/11 BY: [Signature] FOR: [Signature] PROJECT: [Signature]	For Secretary of State Paul Christian Small Craft Harbor Paul Christian Harborside Boundary Survey		CASSADY & ASSOCIATES, INC. Professional Land Surveyors 101 West 1st Street, Suite 100 Portland, Oregon 97201 Phone: (503) 222-1111 Fax: (503) 222-1112 Email: info@cassady.com	NO. 111111 11/11/11 11/11/11 11/11/11
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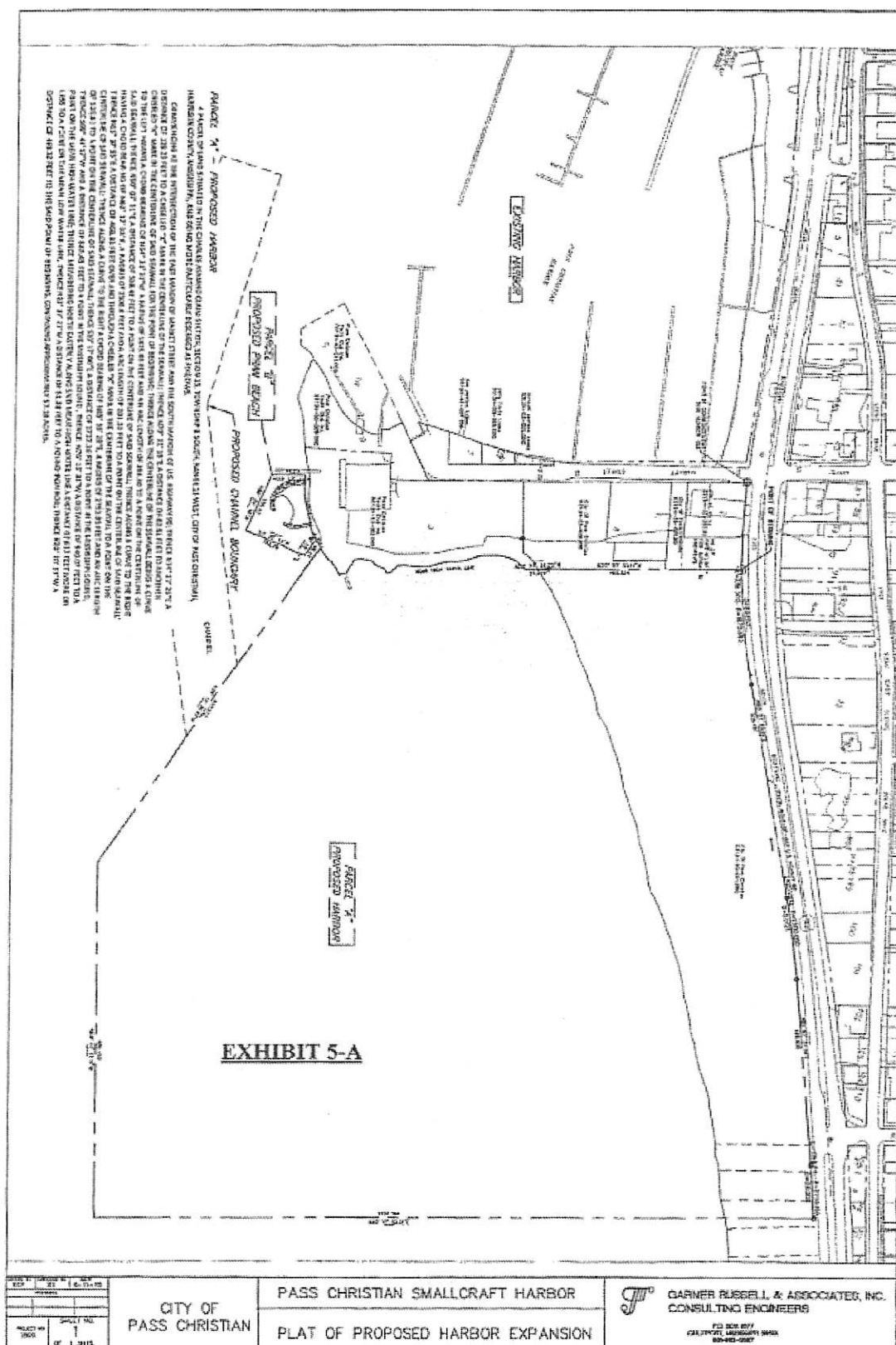
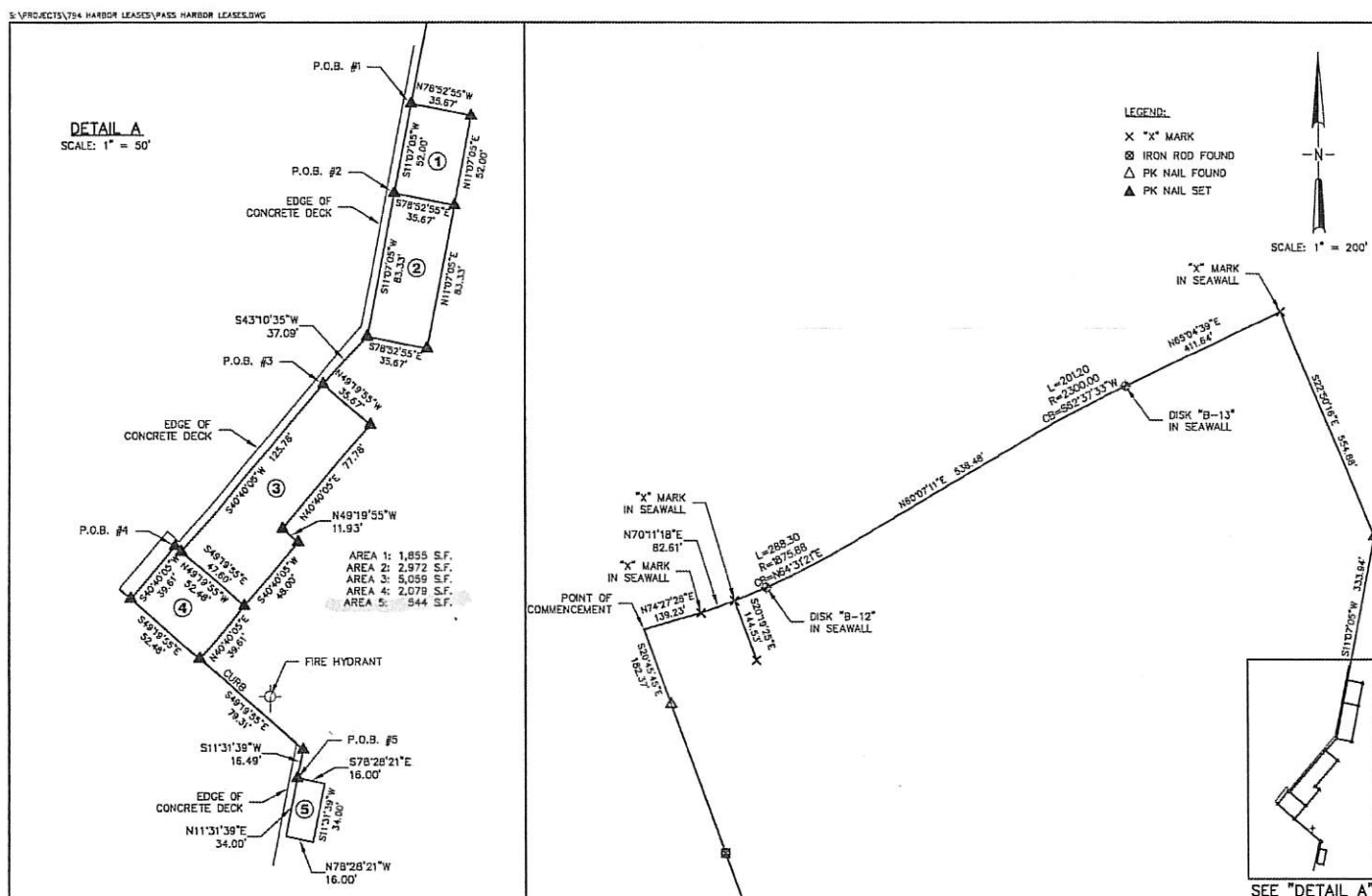


Exhibit B



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

Area 1 - Kimball
Area 2 - Forte
Area 3 & 4 - Jenkins
Area 5 - Fuel Dock new —



7-11
8/18/26

Mayor Kenny Torgeson
Pass Christian, Ms.
August 14, 2026

Please find this letter as an introduction of Water Company of America (WCA) to your entity. Each year millions of dollars are lost by utility companies because of unbilled or miss billed water and sewer. As a solution to this, Water Company of American was formed in 1989 to provide professional services for governmental entities in the area of identifying these "revenue leaks." To date, Water Company of America has returned more than \$140 million in additional revenue to governmental entities throughout the United States.

Water Company of America's success centers on conducting a complete and meticulous review of an entity's utility billing system in an effort to identify those accounts not consistent with both industry norms and the entity's local ordinances. Water Company of America is able to accomplish this by the following:

1. WCA has invested major resources in developing its own state-of-the-art software for analyzing the client's billing data.
2. WCA Staff consists of highly trained motivated individuals with extensive training and expertise in identifying revenue recovery opportunities.
3. WCA has made significant investment in sophisticated flow metering technology to verify meter accuracy.

Water Company of America operates strictly under a performance based contract meaning that WCA is paid solely from a percentage of increased revenue resulting from our work. WCA will bear all cost for the project including staff, working capital, proprietary software, etc. WCA will get 50% of increased revenue for a 48 month period; leaving the client with 50% during this initial period. Once the 48 month period has expired, the client will retain 100% of the additional revenue generated by WCA in perpetuity.

WCA has a proven track record and is confident that we can bring increased value to your entity. For additional information on Water Company of America visit our website at: www.watercompanyofamerica.com.

Yours for Consideration,

A handwritten signature in cursive script that reads "Mike Ncaise".

Mike Ncaise
Region Manager (228-209-1025)
Water Company of America

**CONTRACT
FOR
SERVICES**

THE STATE OF: MISSISSIPPI

COUNTY OF: HARRISON

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Greenwood ("City"), and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA
ISI Water Company
5215 Fidelity St
Houston, Texas 77029

CITY
City of Pass Christian
200 W Scenic Dr.
Pass Christian, Ms. 39571

WITNESSETH:

WHEREAS, the CITY desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified; and

WHEREAS, WCA has submitted information describing the proposed service;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular water, sewer, or solid waste Service of the CITY. This definition also includes all unlisted accounts discovered by WCA that previously had not been given an Account number by the CITY.

"Base Revenue" Is defined as the average of the monthly Account billings during the period of time when the Account experienced the problem and which immediately precedes the completion of the Work, for up to a twelve month period. By way of example, and not limitation, if WCA discovers a meter which has been broken for a six-month period, resulting in consumption of zero usage during such six-month period, the Base Revenue is zero, and shall not include in the Base Revenue average the preceding six-month period during which time the meter operated properly.

"WCA Share" is defined as the fee to be paid by the CITY to WCA for performance of duties under this Contract, computed in accordance with Section 5.02 hereof.

"CITY" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the CITY to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the CITY. This individual shall have a working knowledge of CITY protocol and operating procedures of the CITY, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the CITY.

"Director" is defined as the CITY's designated Utility manager who has ultimate authority and responsibility over this Contract.

"Documenting the Find" is defined as the notation by WCA on the Research report to the CITY or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, which causes a specific Utility Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the CITY on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the CITY to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

"Research Report" is defined as the reports delivered to the CITY by WCA pursuant to Section 2.01 (C) (1) hereof.

"Utility Service" is defined as the physical location of a CITY consumer, both known and unknown to the CITY, which utilizes services provided by the CITY.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Utility Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a CITY Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the CITY's utility Service.

- A) Investigation and Field Work
- B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
 - 1) Investigate each Account and determine if there is a loss of revenue to the CITY associated with that Account.
 - 2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
- C) Reports
 - 1) WCA shall provide to the CITY on a periodic basis a complete list of all Accounts researched on which WCA has identified potential increased revenues to the CITY. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
 - 2) On each Account for which WCA has Documented the Find and the CITY has collected Increased Revenue, WCA shall provide a detailed report that quantifies Increased Revenue prepared from the information received from the CITY in the monthly account data download. This report typically contains at least the following information:
 - a) Work Order number
 - b) Account Number
 - c) Cycle counter (indicates progression through the revenue sharing period)

- d) Amount of customer billing (from the download)
- e) Base Revenue
- f) Calculation of Increased Revenue
- g) Calculation of WCA Share
- 3) WCA may provide the Contract Administrator a status report on a frequency agreed to by the parties. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month.
- D) WCA warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the CITY ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the CITY shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the CITY, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an Account of which the CITY has prior knowledge and is attempting to remedy. Such a Find being remedied by the CITY is exempted from WCA Work.

These cases fall into two categories and require that WCA shall:

- 1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and
- 2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific problem on an Account that is known to the CITY and is made known to WCA, that the CITY is in the process of remedying on that Account.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the CITY to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the CITY.

ARTICLE III

CITY Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the CITY:

- A) In addition to its other duties under this Contract, the CITY shall, to the extent permitted by law for each Account, promptly provide access to all the data and records in the possession of the CITY and provide copies of any documents in the possession or control of the CITY or available to the CITY which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CIS data shall be in two forms.
 - 1) The CITY will create a monthly download consisting of a .bak (backup) file of the Utility Billing System.
 - a) The CITY will exercise all reasonable haste in timely creation of download #1
 - b) The download will be created monthly by the CITY on the same day of each month for the duration of the project to support both field operations and Increased Revenue calculation.

- c) The day of the month selected for download will be determined solely by the CITY.
 - d) The download content and naming of tables and fields will be consistent and not vary unless first agreed to by the CITY and WCA.
 - e) The CITY will transmit via SFTP or the best secure method agreed to by the CITY and WCA.
 - f) In the event that the provision of data is interrupted for any period of time, the Term shall be extended by an equal period of time.
- 2) The CITY will establish a password protected "read only" live link to the CIS for the viewing and extracting of "real time" information by WCA. At no time will WCA be able to input a change or modification to an Account by way of this link.
- B) Upon execution of this Contract by all parties, the CITY will establish the day of the month for the bimonthly Contract meeting for Work Order status which is to be attended by the key stakeholders (Contract Administrator, Billing, Customer Service, Meter Operations).
 - C) The CITY shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within ten (10) working days of the date of submittal, the CITY shall advise WCA of the disposition of the Work Order request (approved or denied).
 - D) The CITY shall timely implement the recommended corrective action identified in the Work Order once approved and notify WCA of this action once complete and the date of completion. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the CITY shall issue to WCA written notification of a fifteen-day extension. Work Orders that involve changes to physical service shall be expedited with all reasonable haste. Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed. If Account changes are not completed by the CITY within the time frames described, the CITY shall approve and pay an estimate of the WCA Share (ref 5.02 C).
 - E) The Contract Administrator shall assist WCA in its dealings with any CITY department.
 - F) The CITY shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the CITY chooses. Once documented, the CITY shall not deny approval of a Work Order due to any action taken by the CITY during the approval process.
 - G) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.
 - H) At all times, the spirit of this Contract will be upheld by both the CITY and WCA. WCA is performing a service to the CITY by increasing revenue to the CITY. The CITY has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA hereby agrees at all times to defend, indemnify and hold the CITY harmless from and against any and all liability, losses or costs arising from claims for damages, or suits for loss or damage, including without limitation out-of-pocket costs and reasonable attorney's fees, which arise as a result of WCAs negligence or failure to properly perform this Contract, whether such claims are asserted before or after the termination of this Contract.

4.02 - Insurance



WATER COMPANY OF AMERICA

Revenue Enhancement Specialists Since 1989

Website:

<https://watercompanyofamerica.com>

- Presented by:

Johnny DuPree

601-520-8500

johnnydupree2011@gmail.com



Who is Water Company of America (WCA) ?

Each year millions of dollars are lost by Utility Companies because of unbilled or miss billed Water and Sewer. As a solution to this, Water Company of America was formed in 1989, (35 Years Ago), to provide Professional Services for Governmental Entities in the area of identifying these “Revenue Leaks.”



Our success centers around conducting a complete and meticulous review of an Entity's Utility Billing System in an effort to identify those accounts not being billed consistent with both industry norms and the Entity's Local Ordinances. We are able to accomplish this through the following:

- ❖ WCA has invested major resources in developing our own state-of-the-art software for analyzing the client's billing data.
- ❖ WCA Staff consists of highly trained motivated individuals with extensive training and expertise in identifying revenue recovery opportunities.
- ❖ WCA has acquired sophisticated flow metering technologies to verify meter accuracy for water and sewer.



Examples of the types of things we look for:

- ✓ Unknown Meters not being billed
- ✓ Unmetered Connections ex. Fire Lines and open emergency by-pass valves
- ✓ Malfunctioning Meters
- ✓ Rate Coding Errors
- ✓ Wrong Customer Classification
- ✓ Incorrect Unit Counts ex. Apartment Complexes
- ✓ Services not Being Billed ex. Customer is being billed for water but not sewer



WCA website: www.watercompanyofamerica.com

How is Water Company of America compensation for work performed?

WCA operates strictly under a performance-based contract meaning that WCA is paid solely from a percentage of increased revenue resulting from our work. The following steps must take place before WCA gets paid.

1. WCA makes a discovery on a specific account being underbilled and documents the “Find.”
2. WCA submits this documentation to the Entity to approve or reject.
3. The Entity makes the necessary changes to the account and bills the customer.
4. The Customer makes payment to the Entity for the corrected amount.
5. WCA then bills the Entity for its share of the increased collected revenue for the account.



Case Study #1 Gulfport, MS

Contract #1 - 2011-2013 – 28,000 Accounts



Annual Increased Revenue - \$2,316,333

- **Systemwide Billing Error**

The City incorrectly applied a Water base charge on meter size. All meter sizes were charged for a $\frac{3}{4}$ inch rate regardless of size when the larger meters should have been charged more.

- **Large Commercial Customer Sewer Billing**

The City had a large customer (Military Institution) paying sewer only as they had their own water well. WCA discovered that the meter being used to calculate sewer flow was not reading accurately. Flow being billed was only 25% of what it should have been.



Case Study #2 Vicksburg, MS Contract #1 - 2017-2021 – 9,000 Accounts

Annual Increased Revenue - \$751,443

- Large Industrial User – (Converted Corn into Ethanol)

8" Meter discovered that was unlisted in the city's billing system.

Significant Back-Bill of \$1,000,000 that Customer agreed to Pay.





Case Study #3 Sewerage & Water Board of New Orleans Contract #3 2018-Current 110,000 Accounts

Annual Increased Revenue - \$4,912,953

- Inactive Account w/ Consumption

WCA discovered 80 large commercial accounts that were incorrectly classified as inactive in the billing system and not receiving a water and sewer bill but were found by WCA to be receiving these services. Total annual increased revenue associated with this was \$870,000.

- Stuck Meters

100's of meters with a major backlog in the meter shop found to be old and inoperable





Case Study #4

Mobile Area Water & Sewer MAWSS

Contract #1 2019-Current 90,000 Accounts

Annual Increased Revenue - \$628,419

- Unbilled Sewer
 - WCA discovered 100's of customers receiving sewer service but were not getting a sewer bill.
- Grease Trap Ordinance
 - WCA discovered that MAWS had a grease trap ordinance in place for its commercial businesses; however, the appropriate fees associated with this was not being assessed in many cases.



STATE OF MISSISSIPPI

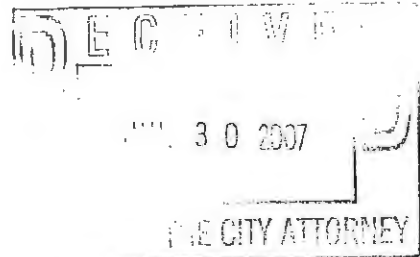


JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

July 27, 2007

Mr. Reginald Harrion, Esq.
Deputy City Attorney, City of Jackson
Post Office Box 2779
Jackson, Mississippi 39207-2779



Re: Contingent Fee Contract for Utility Auditing

Dear Mr. Harrion:

Attorney General Jim Hood has received your request for an official opinion and has assigned it to me for research and response. Your letter reads, and inquires, as follows:

City of Jackson Department of Public Works is considering a proposal to contract with a company to perform a type of auditing service. The service would be an analysis to identify sources of lost revenue in customer accounts for water, sewer, and sanitation charges. More specifically, the company would analyze the City's billing data and perform field inspections to find accounts and locations in which the City is not collecting full billings, or is not billing and collecting at all. The company represents that it is not a collection agency and the proposed payment scheme provides that the company will receive as compensation a percentage of all "documented finds" that are billed and collected; if potential revenue is identified but not collected, the company will not be paid. All revenues collected from "documented finds" would first be paid to the City, and then a percentage of revenues collected by the City as a result of the "documented finds" would be paid to the company.

* * *

1. May a municipality enter into a contract for utility auditing services in which the contractor is paid a contingent fee based on revenue collected from unrealized billings, or "documented finds," in water, sewer and sanitation accounts?

Mr. Reginald Harrion, Esq.

July 27, 2007

Page -2-

2. If the answer to the previous question is in the affirmative, may a municipality pay such a contingent fee from the enterprise funds, or must the contingent fee be paid from the general fund?

In response to your inquiry, we have previously opined that, pursuant to Mississippi Code Annotated Section 21-17-1(6), the governing authority of any municipality may enter into a contingency fee based contract with a private attorney or private collection agent/agency for the purpose of collecting delinquent utility bills. MS AG Op., Pitcock (December 28, 1999). Additionally, it has been the opinion of this office that Section 21-17-1(6) authorizes a municipality to enter into a similar contingency fee based agreement for the performance of an auditing service to analyze the city's utility bills for improper charges, MS AG Op., Hewes (April 9, 1999), and for delinquent payments. See MS AG Op., Trapp (November 14, 2003). Thus, it remains the opinion of this office that the municipality may enter into a contract with a private attorney or private collection agent/agency to collect any type of delinquent payment owed to the municipality, including amounts not billed or under billed, on a contingency fee basis, as long as the contract complies with the requirements of Section 21-17-1(6) and any additional rules and regulations established by the Mississippi Department of Audit.

With respect to your second inquiry, we have previously opined that the entire amount of all delinquent payments collected shall be remitted to the municipality and shall not be reduced by any collection costs or fees. MS AG Op., Thompson (August 8, 2003). Thus, we remain of the opinion that all fees collected must be remitted to the municipality and the contingency fee based on the amount collected is then paid by the municipality to the private attorney or private collection agent/agency. A copy of the above referenced opinions have been provided for your review.

If our office may be of further assistance, please advise.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:



Leigh Triche Janous

Special Assistant Attorney General

Westlaw.

1999 WL 1333482 (Miss.A.G.)

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(Cite as: 1999 WL 1333482 (Miss.A.G.))

1999 WL 1333482 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

Opinion No. 1999-0692
December 28, 1999

Re: Collection of sewer bills

Cecil Pitcock
Mayor
Pope, Mississippi 38658

Dear Mr. Pitcock:

Attorney General Mike Moore has received your recent letter on behalf of the Town of Pope and has asked me to respond. Your letter states:

I hereby request an official opinion as to whether the Town may legally retain the services of an attorney to collect delinquent sewer bills and pay the attorney a contingency fee from the amounts collected by the attorney.

Miss. Code Ann. Section 21-27-23(Supp. 1999) authorizes a municipality to establish a sewer system or a combined water/sewer system, and Section 21-27-23(e)(Supp. 1999) authorizes a municipality to establish, maintain and collect rates for the facilities and services of the system. Miss. Code Ann. Section 21-17-1(Supp. 1999) authorizes a municipality to contract with an attorney or collection agent or agency to collect any type of delinquent payment owed to the municipality, providing in relevant part:

The governing authorities of any municipality may contract with a private attorney or private collection agent or agency to collect any type of delinquent payment owed to the municipality including, but not limited to, past due fees and fines. Any such contract debt may provide for payment contingent upon

successful collection efforts or payment based upon a percentage of the delinquent amount collected; however, the entire amount of all delinquent payments collected shall be remitted to the municipality and shall not be reduced by any collection costs or fees. Any private attorney or private collection agent or agency contracting with the municipality under the provisions of this paragraph must be a member in good standing of the Mississippi Bar. Any private collection agent or agency with whom the municipality contracts under the provisions of this paragraph must meet all licensing requirements for doing business in the State of Mississippi. Neither the municipality nor any officer or employee of the municipality shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of any person or business with whom the municipality has contracted under the provisions of this paragraph. The Mississippi Department of Audit shall establish rules and regulations for use by municipalities in contracting with persons or businesses under the provisions of this paragraph.

The governing authorities of a municipality may hire an attorney who is a member of the Mississippi Bar in good standing to collect delinquent sewer bills, and the contract with the attorney may provide for a contingent fee based upon a percentage of the delinquent amount collected pursuant to Section 21-17-1(Supp. 1999). However, the attorney must remit the entire amount of the delinquent payments collected to the governing authorities. Then they may compensate the attorney for services rendered in collecting past due sewer bills pursuant to the contract. See also MS AG Op., Ramsay (April 12, 1996 (collection of garbage fees)). If we may be of any further assistance, please let us know.

Very truly yours,
Mike Moore
Attorney General

By: Alice Wise
Special Assistant Attorney General

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1999 WL 325703 (Miss.A.G.)

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(Cite as: 1999 WL 325703 (Miss.A.G.))

1999 WL 325703 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

Opinion No. 1999-0137
April 9, 1999

Re: **Contingent Fee Contract** for Accounting

Mr. Harry P. Hewes
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

Dear Mr. Hewes:

Attorney General Mike Moore has received your recent letter on behalf of the City of Gulfport and has asked me to respond. Your letter states:

The Mayor and City Council have considered a proposal from, and desire to **contract** with a private contractor based in Louisiana to perform a type of **auditing service** as an analysis to determine whether or not the City has been improperly billed for telephone **service**. If the contractor's **services** are productive in obtaining credits and rebates and future billing corrections, then the City shall consider **contracting** with the company to analyze other **utility** accounts for which the City is billed. The proposed contractor represents that it has performed these **services** successfully for both private and government customers in Louisiana and North Carolina.

The proposed **contract** shall compensate the contractor for this **service** by a **contingency fee** based upon refunds and credits identified and actually received by the City as a result of this **service**. If no over billings are discovered and no rebates are received by the City, then the City shall pay nothing for the **service**. The

contractor does not represent that it is a collection agency, but that it is a **utility bill** analyst for the purpose of achieving a reduction in **utility** expenses for the City.

My question for an opinion is as follows:

Does the City of Gulfport have authority under the "home rule" statute, Section 21-17-5(1) Mississippi Code of 1972 Annotated, as Amended, to **contract** with a firm to analyze the City of Gulfport's **utility** bills for improper charges, and to compensate the contractor by a **contingency fee** based upon refunds or rebates actually received by the City as a result of such **services**; or, is this **service contract** specifically provided for by statute as a **contract** with a collection agent to **collect** a "delinquent payment owed to the **municipality**" under the general powers statute, Section 21-17-1, Mississippi Code of 1972 Annotated, as amended?

Miss. Code Ann. Section 21-17-1(Supp. 1998) authorizes a **municipality** to **contract** with an attorney or private collection agent to **collect** any type of delinquent payment owed to the **municipality**, stating in relevant part:

The governing authorities of any **municipality** may **contract** with a private attorney or private collection agent or agency to **collect** any type of delinquent payment owed to the **municipality** including, but not limited to, past due fees and fines. Any such **contract** debt may provide for payment **contingent** upon successful collection efforts or payment **based** upon a percentage of the delinquent amount **collected**; however, the entire amount of all delinquent payments **collected** shall be remitted to the **municipality** and shall not be reduced by any collection costs or fees. Any private attorney or private collection agent or agency **contracting** with the **municipality** under the provisions of this paragraph shall give bond or other surety payable to the **municipality** in such amount as the governing authorities of the **municipality** deem sufficient. Any private attorney with whom the **municipality** **contracts** under the provisions of this paragraph must be

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1999 WL 325703 (Miss.A.G.)

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a member in good standing of the Mississippi Bar. Any private collection agent or agency with whom the **municipality contracts** under the provisions of this paragraph must meet all licensing requirements for doing business in the State of Mississippi. Neither the **municipality** nor any officer or employee of the **municipality** shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of any person or business with whom the **municipality** has **contracted** under the provisions of this paragraph. The Mississippi Department of **Audit** shall establish rules and regulations for use by **municipalities** in **contracting** with persons or businesses under the provisions of this paragraph.

We have previously opined that a county may enter into a finder's agreement to recover lost funds or checks so long as the agreement meets the provisions of Section 19-3-41(2) and any additional rules and regulations established by the Mississippi Department of **Audit**. MS AG Op., Farese (April 16, 1998); MS AG Op., Leggett (December 8, 1995). We are of the opinion that a **municipality** may **contract** with a firm to analyze the city's **utility** bills for improper charges and to compensate the contractor by a **contingent fee based** upon refunds or rebates actually received by the city pursuant to Section 21-17-1(Supp. 1998) so long as the **contract** complies with the requirements of the section and any additional rules and regulations established by the Mississippi Department of **Audit**.

If we may be of any further assistance, please let us know.

Very truly yours,
Mike Moore
Attorney General

By: Alice Wise
Special Assistant Attorney General

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2003 WL 23018360 (Miss.A.G.)

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(Cite as: 2003 WL 23018360 (Miss.A.G.))

2003 WL 23018360 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

Opinion No. 2003-0533
November 14, 2003

Re: **Contingency Contract** for Overpayments by
County

Wendell H. Trapp, Jr., Esquire
Attorney
Alcorn County Board of Supervisors
Mitchell, McNutt & Sams, P.A.
Post Office Box 1200
Corinth, Mississippi 38835-1200

Dear Mr. Trapp:

Attorney General Mike Moore has received your recent letter on behalf of the Alcorn County Board of Supervisors and has assigned it to me for research and reply. Your letter presents these pertinent facts and asks the following question:

Our county has been contacted by an entity offering to **audit** county telephone bills. The entity has presented a **contract** by which it will be compensated by retaining a percentage (50%) of any overcharges that are discovered and **collected**. The county would then receive the net overcharge (overcharge less **contingency** to be paid to **contracting** entity). In addition, the **contract** provides for the county to pay certain expenses incurred by the **auditing** company.

Can the county **enter into** such a **contract** and compensate the **auditing** company on such a "percentage of collection" basis?

In response, the authority for a county to **enter into a contingency contract** for the collection of payments is found in Section 19-3-41(2), MISS.

CODE ANN. (1972, as amended).

The board of supervisors of any county, in its discretion, may **contract** with a private attorney or private collection agent or agency to **collect** any type of delinquent payment owed to the county including, but not limited to, past due **fees** and fines, delinquent ad valorem taxes on personal property and delinquent ad valorem taxes on mobile homes that are entered as personal property on the mobile home rolls. Any such **contract** may provide for payment **contingent** upon successful collection efforts or payment **based** upon a percentage of the delinquent amount **collected**; however, the entire amount of all delinquent payments **collected** shall be remitted to the county and shall not be reduced by any collection costs or **fees**. There shall be due to the county from any person whose delinquent payment is **collected** pursuant to a **contract** executed under this subsection an amount, in addition to the delinquent payment, of not to exceed twenty-five percent (25%) of the delinquent payment for collections made within this state and not to exceed fifty percent (50%) of the delinquent payment for collections made outside of this state... Any private collection agent or agency with whom the county **contracts** under the provisions of this subsection must meet all licensing requirements for doing business in the State of Mississippi... The Mississippi Department of Audit shall establish rules and regulations for use by counties in **contracting** with persons or businesses under the provisions of this subsection.

Thus, for a county to **enter into a contingency contract**, that **contract** must fall within the parameters of Section 19-3-41(2). By its plain language, the statute clearly applies only to **delinquent** payments. The question becomes whether "overcharges" such as described in your request letter are included within the definition of a delinquent payment.

We have previously stated that the language "any type of delinquent payment owed to the county"

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2003 WL 23018360 (Miss.A.G.)

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includes interest or penalties which have accrued with the delinquent payment. MS AG Op., *Barry* (April 28, 2000). However, we are unable to find any other authority which defines "delinquent." We turn then to Webster's New Collegiate Dictionary to find delinquent defined as "being overdue in payment." The payments at issue here should never have been remitted in the first place. They are, in essence, "overdue" to the county. It is our opinion that the provisions of Section 19-3-41(2) are sufficiently broad to include the proposed contract.

Therefore, it is the opinion of this office that a county may enter into a contingency contract for the discovery and return of overcharges paid by the county for telephone services. However, we have previously opined that, based on constitutional considerations, a county may not contract to receive less than the full amount due. Art. 4, Sec. 100 MISS. CONST. OF 1890 (prohibition against the release of debts unless the action is taken in settlement of a doubtful claim). Pursuant to Section 19-3-41(2), the Mississippi Department of Audit has established rules and regulations which counties must follow to enter into a contract under this statute. Those regulations require the entire amount of delinquent payments recovered to be remitted to the county. The payments recovered may not be reduced by any collection fees. Instead, a claim for collection fees must be presented to the board of supervisors for its consideration for payment. MS AG Op., *Sumners* (November 10, 2000).

We encourage you to seek the advice of the State Auditor prior to entering a contract of this nature. If we may be of further service to you, let us know.

Very truly yours,

Mike Moore

Attorney General

By: Charlene R. Pierce

Special Assistant Attorney General

2003 WL 23018360 (Miss.A.G.)

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(Cite as: 2005 WL 1692965 (Miss.A.G.))

2005 WL 1692965 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

Opinion No. 2005-0241
June 3, 2005

Re: Telephone Consulting **Contract**

Mr. Robert C. Latham
Board Attorney
Truly, Smith & Latham, PLLC
Post Office Box 1307
Natchez, MS 39121-1307

Dear Mr. Latham:

Attorney General Jim Hood received your request for an Official Opinion and assigned it to me for research and response. In your letter of request, you state:

The Adams County Board of Supervisors has been approached by the Telephone Audit group to perform a telephone audit to determine errors in past phone bills in an effort to obtain refunds of credits and a review for excessive over provisioning or excessive tariff rates. The **contract**, a copy of which I have enclosed herewith, has two separate provisions pertaining to payments. The first provision providing for a 25 % **contingency fee** on refunds and credits is not at issue inasmuch as it was dealt with in an Attorney General's opinion authored by Charlene R. Pierce dated November 14, 2003 to Wendell H. Trapp, Jr. The request I am making is to determine that the payment provisions provided for in the second part are legal. We have discussed this matter with the State Auditor's Office and it is my understanding that there has not been an opinion which has been rendered that addresses

the second part of the attached **contract**.

As we understand your request, under the second part of the payment provision, the **audit** group proposes to advise the county with regard to unnecessary telephone features, excessive tariffs, etc., and, after the county removes such features from its arrangements with the phone company, the county will pay fifty percent of the future cost reductions for a period of twelve months to the **audit** group.

Section 19-3-41(2) of the Mississippi Code reads, in part, as follows:

(2) The board of supervisors of any county, in its discretion, may **contract** with a private attorney or private collection agent or agency to **collect** any type of **delinquent** payment owed to the county including, but not limited to, past due **fees** and fines, delinquent ad valorem taxes on personal property and delinquent ad valorem taxes on mobile homes that are entered as personal property on the mobile home rolls. Any such **contract** may provide for payment **contingent** upon successful collection efforts or payment **based** on a percentage of the delinquent amount **collected**; however, the entire amount of all delinquent payments **collected** shall be remitted to the county and shall not be reduced by any collection costs or **fees**. There shall be due to the county from any person whose delinquent account is **collected** pursuant to a **contract** executed under this subsection an amount, in addition to the delinquent payment, of not to exceed twenty-five percent (25%) of the delinquent payment for collections made within this state and not to exceed fifty percent (50%) of the delinquent payment for collections outside of this state...The Mississippi Department of **Audit** shall establish rules and regulations for use by counties in **contracting** with persons or businesses under the provisions of this subsection. (emphasis added).

As you note in your letter, this office has previously opined that a county may **enter into** a **contingency contract** for overcharges paid by the county for telephone services, as long as the county

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2005 WL 1692965 (Miss.A.G.)

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complies with Section 19-3-41(2) of the Mississippi Code and rules and regulations established by the Mississippi Department of Audit. See MS AG Op., Trapp (Nov. 14, 2003) enclosed. Section 19-3-41(2) clearly applies to delinquent payments only. Since the second part of the payment provision of the **contract** provides for the payment of a percentage of future cost reductions and not delinquent payments, the **contract** would not fall within the provisions of Section 19-3-41(2). As such, the county is not authorized to **contract** for advice regarding unnecessary telephone features, excessive tariffs, etc. on a **contingency fee** basis. The county is authorized to **contract** for such **services** under an hourly or fixed **fee** arrangement.

Very truly yours,

Jim Hood

Attorney General

By: Charles T. Rubisoff

Special Assistant Attorney General

2005 WL 1692965 (Miss.A.G.)

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2003 WL 22139814 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

Opinion No. 2003-0385
August 8, 2003

Re: Collection of Delinquent Fines

Honorable Evan L. Thompson
City of Forest
Post Office Drawer 119
Forest, Mississippi 39074

Dear Mr. Thompson:

Attorney General Mike Moore has received your letter of request and has assigned it to me for research and reply. Your letter states:

We have been approached by a private collection agency requesting a contingency fee as follows:

(1) For any total amount up to \$50,000 collected by MCC over the entire period of the contract, FOREST shall compensate MCC at the rate of 30% of the amount collected, not to exceed \$15,000.00 (30% times \$50,000.00)

(2) After a total of \$50,000.00 has been collected by MCC, for any total amount in excess of \$50,000.00, but less than \$100,000.00, collected by MCC over the entire period of this contract, FOREST shall compensate MCC at the rate of 35% of the amount collected, not to exceed \$35,000.00 (35% times \$100,000.00).

(3) After a total of \$100,000.00 has been collected by MCC, for any total amount in excess of \$100,000.00, collected by MCC over the entire period of this contract, FOREST shall compensate MCC at the rate of 40% of the amount collected.

I would like to have an opinion that states whether or not the City may enter into a contingency fee arrangement as set forth hereinabove.

In response, Mississippi Code Annotated Section 21-17-1 provides in part:

The governing authorities of any municipality may contract with a private attorney or private collection agent or agency to collect any type of delinquent payment owed to the municipality including, but not limited to, past due fees and fines. Any such contract debt may provide for payment contingent upon successful collection efforts or payment based upon a percentage of the delinquent amount collected; however, the entire amount of all delinquent payments collected shall be remitted to the municipality and shall not be reduced by any collection costs or fees. Any private attorney or private collection agent or agency contracting with the municipality under the provisions of this paragraph shall give bond or other surety payable to the municipality in such amount as the governing authorities of the municipality deem sufficient. Any private attorney with whom the municipality contracts under the provisions of this paragraph must be a member in good standing of The Mississippi Bar. Any private collection agent or agency with whom the municipality contracts under the provisions of this paragraph must meet all licensing requirements for doing business in the State of Mississippi. Neither the municipality nor any officer or employee of the municipality shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of any person or business with whom the municipality has contracted under the provisions of this paragraph. The Mississippi Department of Audit shall establish rules and regulations for use by municipalities in contracting with persons or businesses under the provisions of this paragraph. If a municipality uses its own employees to collect any type of delinquent payment owed to the municipality, then from and after July 1, 2000, the municipality may

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2003 WL 22139814 (Miss.A.G.)

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charge an additional fee for collection of the delinquent payment provided the payment has been delinquent for ninety (90) days. The collection fee may not exceed fifteen percent (15%) of the delinquent payment if the collection is made within this state and may not exceed twenty-five percent (25%) of the delinquent payment if the collection is made outside this state. In conducting collection of delinquent payments, the municipality may utilize credit cards or electronic fund transfers. The municipality may pay any service fees for the use of such methods of collection from the collection fee, but not from the delinquent payment. There shall be due to the municipality from any person whose delinquent payment is collected under a contract executed as provided in this subsection an amount, in addition to the delinquent payment, of not to exceed twenty-five percent (25%) of the delinquent payment for collections made within this state, and not to exceed fifty percent (50%) of the delinquent payment for collections made outside of this state.

There is nothing in the statute that would prohibit a municipality from contracting with a collection agency and paying the collection agency a contingency fee based on the amount of delinquent fines collected by the agency. The contract may provide for a staggered contingency fee based on the amount collected. It should be noted that the entire amount of all delinquent payments collected shall be remitted to the municipality and shall not be reduced by any collection costs or fees.

If we may be of further service to you, let us know.

Very truly yours,
Mike Moore
Attorney General

By: David K. Scott
Special Assistant Attorney General

2003 WL 22139814 (Miss.A.G.)
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Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies reasonably satisfactory to the Director, and policies of insurance that meet the requirements of the State. The CITY shall be named as an additional insured on all such policies for this Contract, and the policy shall provide that the Director will be given at least ten (10) day notice in case of cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

- A) Comprehensive General Liability Insurance including Contractual Liability:
 - Bodily Injury & Property Damage
 - \$ 1,000,000 per occurrence
 - \$ 2,000,000 aggregate
- B) Worker's Compensation with Employees Liability including Broad Form All States Endorsement: \$ 1,000,000

ARTICLE V

Payment

5.01 - Limitation of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the CITY's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 - Payment for Services

- A) If any Work performed by WCA to an Account results in Increased Revenues to the CITY, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of this Contract) for a term of 48 months thereafter, referred to in 6.01 TERM as Phase Two. The 48 month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
- B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the CITY within thirty calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 10% per annum until paid.
- C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the CITY shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 – Early Payment Option

In the event that the CITY should desire, for any reason, to make payment of any and all fees due WCA sooner than defined in Article V, the CITY shall have the right to approve a calculation of any and all remaining fees based on a Work Order by Work Order payment average to date, multiplied by the remaining number of months, factored down by a "present value discount" using the prime interest rate in effect at the time of the early payment.

ARTICLE VI

Term and Termination

6.01 - Term

The Contract term is initiated by the CITY upon the issuance of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to twenty-four (24) months.

At the end of the primary term of phase one, the phase one term may be renewed for successive periods of twelve (12) months, upon written agreement of both parties.

Phase two is the period of time, on a Work Order by Work Order basis, during which the WCA Share is determined (reference 5.02 A).

Therefore, the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 48 month Work Order by Work Order revenue sharing period for each Find approved by the CITY.

6.02 - Termination

Either party may terminate phase one (the operations period) of this Contract by giving a thirty day written notice to the other party of the intent to terminate. The CITY agrees that for three (3) years after termination of this Agreement, however brought about, the CITY shall, during normal business hours, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 - Earned Fees

The duties and obligations of the CITY to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor

The relationship between WCA and the CITY shall be that of an independent contractor.

7.02 - Business Structure and Assignments

Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under this Contract. Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned. If reasonable proof as described above is not provided to the Director, the CITY may continue to pay the assignor.

7.03 - Subcontractors

WCA may subcontract any part of its performance under this Contract with the approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the CITY and WCA only.

7.05 - Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws

This Contract is subject to all laws of the State of domicile of the CITY, the CITY Charter and Ordinances of the CITY, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

7.07 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.08 - Equal Employment Opportunity

WCA will comply with all laws, ordinances and policies set by the CITY in reference to Equal Employment Opportunities.

7.09 - Force Majeure

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the CITY, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.11 - Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate this Contract except in accordance with the provision hereof.

7.12 - Representations

- A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder and these services shall be of the highest professional quality.
- B) The CITY represents that it is a duly authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members, the CITY has duly authorized the execution, delivery and performance by this Agreement.

7.13 - Captions

The captions at the beginning of the Articles of this Contract are guides and labels to assist in location and reading such Articles and, thereto, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under this Contract which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

7.16 - Amendment

This Contract may be modified or amended by written agreement signed by all parties hereto.

7.17 - Exclusive Contract

WCA shall have the sole and exclusive franchise, license and privilege to provide the services described in this Contract within the bounds of the Contract service area.

Witnesseth:

WCA

CITY

ISI WATER COMPANY

City of Pass Christian, Ms.

By: _____
Steven Hooper

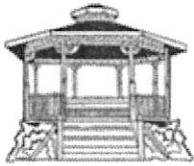
By: _____

Title: General Manager

Title: _____

Date: _____

Date: _____



City of Pass Christian, MS

Budget Report

Account Summary

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 001 - GENERAL FUND							
Revenue							
<u>001-000-179</u>	UMI SHARING	5,000.00	5,000.00	0.00	1,186.00	-3,814.00	76.28 %
<u>001-000-200</u>	AD VALOREM TAXES- CURRENT YEAR	4,412,897.00	4,412,897.00	41,059.06	4,112,581.13	-300,315.87	6.81 %
<u>001-000-201</u>	AD VALOREM TAXES- AUTOMOBILE	539,444.00	539,444.00	44,428.11	454,237.48	-85,206.52	15.80 %
<u>001-000-203</u>	AD VALOREM TAXES- PRIOR YEAR	100,000.00	100,000.00	748.76	20,436.14	-79,563.86	79.56 %
<u>001-000-210</u>	PENALTIES & INTEREST ON TAXES	25,000.00	25,000.00	0.00	0.00	-25,000.00	100.00 %
<u>001-000-220</u>	PRIVILEGE LICENSES	12,500.00	12,500.00	20.26	5,987.91	-6,512.09	52.10 %
<u>001-000-221</u>	FRANCHISE CHARGES- MISS. POWER	305,000.00	305,000.00	77,747.58	326,997.52	21,997.52	107.21 %
<u>001-000-222</u>	FRANCHISE CHARGES- CABLE ONE	50,000.00	50,000.00	127.24	18,990.83	-31,009.17	62.02 %
<u>001-000-224</u>	FRANCHISE FEES CENTERPOINT EN...	18,000.00	18,000.00	0.00	20,111.08	2,111.08	111.73 %
<u>001-000-225</u>	FRANCHISE FEES AT&T	6,000.00	6,000.00	0.00	2,707.93	-3,292.07	54.87 %
<u>001-000-226</u>	SHORT TERM RENTAL FEES	40,000.00	40,000.00	7,600.00	40,425.00	425.00	101.06 %
<u>001-000-227</u>	GOLF CART REGISTRATION FEES	8,000.00	8,000.00	1,700.00	8,800.00	800.00	110.00 %
<u>001-000-228</u>	PLANNING DEPT FEES	10,000.00	10,000.00	486.00	6,824.00	-3,176.00	31.76 %
<u>001-000-229</u>	BUILDING PERMITS	250,000.00	250,000.00	27,366.60	200,953.52	-49,046.48	19.62 %
<u>001-000-250</u>	MUNICIPAL AID	8,000.00	8,000.00	1,999.61	8,840.89	840.89	110.51 %
<u>001-000-251</u>	HOMESTEAD EXEMPTION REIMBER...	151,000.00	151,000.00	0.00	82,538.86	-68,461.14	45.34 %
<u>001-000-260</u>	GENERAL SALES TAX	2,050,000.00	2,050,000.00	178,600.93	1,760,585.53	-289,414.47	14.12 %
<u>001-000-261</u>	ALCOHOLIC BEVERAGE LICENSES	21,000.00	21,000.00	2,900.67	23,624.99	2,624.99	112.50 %
<u>001-000-271</u>	COUNTY ROAD TAX	87,000.00	87,000.00	1,003.68	71,137.70	-15,862.30	18.23 %
<u>001-000-280</u>	COLLECTION FEE SCHOOL TAXES	17,000.00	17,000.00	0.00	17,000.00	0.00	0.00 %
<u>001-000-281</u>	ADMINISTRATION FEE ENTERPRISE	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00 %
<u>001-000-282</u>	SCHOOL RESOURCE OFFICER REIM...	130,000.00	130,000.00	53,699.05	99,432.16	-30,567.84	23.51 %
<u>001-000-313</u>	FOOTBALL REGISTRATION/GATE FE...	7,000.00	7,000.00	0.00	2,348.00	-4,652.00	66.46 %
<u>001-000-314</u>	PARK BUSINESS RENTALS	1,000.00	1,000.00	45.00	570.00	-430.00	43.00 %
<u>001-000-315</u>	TENNIS FEES	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<u>001-000-316</u>	PARK REC BASEBALL/BASKETBALL	4,000.00	4,000.00	6,450.00	10,231.50	6,231.50	255.79 %
<u>001-000-317</u>	RANDOLPH SCHOOL RENTAL FEES	10,000.00	10,000.00	1,350.00	7,708.30	-2,291.70	22.92 %
<u>001-000-318</u>	PARK/REC CHEERLEADING	2,750.00	2,750.00	0.00	0.00	-2,750.00	100.00 %
<u>001-000-319</u>	PARK/REC CONCESSIONS	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<u>001-000-320</u>	SOCCER/KICKBALL REGISTRATION	1,500.00	1,500.00	0.00	0.00	-1,500.00	100.00 %
<u>001-000-330</u>	POLICE FINES/FEES	75,000.00	75,000.00	3,932.57	73,954.99	-1,045.01	1.39 %
<u>001-000-339</u>	CCTC INTEREST EARNED	5,000.00	5,000.00	0.00	12,944.59	7,944.59	258.89 %
<u>001-000-340</u>	INTEREST EARNINGS	145,000.00	145,000.00	8,218.80	100,245.51	-44,754.49	30.87 %
<u>001-000-342</u>	DONATIONS - PRIVATE SOURCE UNR	10,000.00	10,000.00	0.00	12,000.00	2,000.00	120.00 %
<u>001-000-344</u>	INSURANCE PROCEEDS	15,000.00	15,000.00	1,853.06	16,516.21	1,516.21	110.11 %
<u>001-000-346</u>	TREE PLANTING ORDINANCE	7,500.00	7,500.00	289.00	2,890.00	-4,610.00	61.47 %
<u>001-000-347</u>	BURN PERMIT	0.00	0.00	200.00	700.00	700.00	0.00 %
<u>001-000-356</u>	POLICE ACCIDENT REPORT FEES	1,000.00	1,000.00	250.00	1,220.00	220.00	122.00 %
<u>001-000-357</u>	POLICE FINGER PRINT FEES	1,000.00	1,000.00	20.00	220.00	-780.00	78.00 %
<u>001-000-358</u>	SUNDRY INCOME	10,000.00	10,000.00	1,814.42	19,082.85	9,082.85	190.83 %
<u>001-000-394</u>	SALE OF SURPLUS ITEMS	7,500.00	7,500.00	0.00	0.00	-7,500.00	100.00 %
Revenue Total:		8,591,091.00	8,591,091.00	463,910.40	7,584,030.62	-1,007,060.38	11.72%
Expense							
<u>001-100-401</u>	SALARY - DEPARTMENT HEAD	41,754.18	52,464.36	4,119.30	45,312.30	7,152.06	13.63 %
<u>001-100-460</u>	STATE RETIREMENT	7,734.96	9,719.02	778.50	8,358.50	1,360.52	14.00 %
<u>001-100-470</u>	FICA	3,194.19	4,013.52	304.32	3,358.30	655.22	16.33 %
<u>001-100-480</u>	EMPLOYEE GROUP INSURANCE	12,399.36	12,430.76	1,024.34	10,243.40	2,187.36	17.60 %
<u>001-100-481</u>	CLINIC SERVICES	0.00	25.00	0.00	25.00	0.00	0.00 %
<u>001-100-491</u>	WORKERS' COMPENSATION	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00 %
<u>001-100-505</u>	GENERAL SUPPLIES & EXPENSE	50.00	50.00	0.00	12.45	37.55	75.10 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
001-100-610	TRAINING & TRAVEL	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
001-101-403	SALARY - CLERICAL	77,385.06	77,385.06	5,836.80	65,704.80	11,680.26	15.09 %
001-101-404	SALARY - REGULAR	15,128.34	15,128.34	1,163.72	12,800.92	2,327.42	15.38 %
001-101-408	SALARY - MUNICIPAL JUDGE	21,950.08	22,450.08	1,573.08	19,303.88	3,146.20	14.01 %
001-101-460	STATE RETIREMENT	21,204.36	21,204.36	1,620.42	18,039.62	3,164.74	14.92 %
001-101-470	FICA	8,756.46	8,256.46	600.36	7,009.15	1,247.31	15.11 %
001-101-480	EMPLOYEE GROUP INSURANCE	21,633.66	23,943.74	2,075.24	19,793.26	4,150.48	17.33 %
001-101-481	CLINIC SERVICES	600.00	600.00	50.00	500.00	100.00	16.67 %
001-101-491	COURT	1,600.00	1,600.00	0.00	1,600.00	0.00	0.00 %
001-101-500	OFFICE SUPPLIES	2,000.00	2,000.00	107.25	964.96	1,035.04	51.75 %
001-101-600	CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
001-101-601	LEGAL SERVICES	3,000.00	3,000.00	560.60	1,160.60	1,839.40	61.31 %
001-101-610	TRAINING & TRAVEL	250.00	250.00	0.00	175.00	75.00	30.00 %
001-102-401	SALARY - DEPARTMENT HEAD	57,750.00	57,750.00	4,442.30	48,865.30	8,884.70	15.38 %
001-102-460	STATE RETIREMENT	10,698.17	10,698.17	839.60	9,013.40	1,684.77	15.75 %
001-102-470	FICA	4,417.87	4,417.87	337.64	3,716.24	701.63	15.88 %
001-102-480	EMPLOYEE GROUP INSURANCE	6,115.08	6,115.08	507.96	5,079.60	1,035.48	16.93 %
001-102-481	CLINIC SERVICES	300.00	0.00	0.00	0.00	0.00	0.00 %
001-102-491	EXECUTIVE OFFICE	900.00	900.00	0.00	900.00	0.00	0.00 %
001-102-525	FUEL	1,200.00	1,200.00	160.51	652.55	547.45	45.62 %
001-102-610	TRAINING & TRAVEL	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00 %
001-105-401	SALARY - DEPARTMENT HEAD	80,000.12	80,000.12	6,000.00	68,934.09	11,066.03	13.83 %
001-105-403	SALARY - CLERICAL	97,381.12	95,248.94	9,696.01	75,823.35	19,425.59	20.39 %
001-105-450	SALARY - OVERTIME	20,000.00	33,000.00	1,200.00	28,296.59	4,703.41	14.25 %
001-105-460	STATE RETIREMENT	32,859.88	40,359.88	3,193.34	31,818.36	8,541.52	21.16 %
001-105-470	FICA	13,569.67	16,569.67	1,209.21	12,312.02	4,257.65	25.70 %
001-105-480	EMPLOYEE GROUP INSURANCE	24,596.94	27,596.94	2,198.92	23,125.03	4,471.91	16.20 %
001-105-481	CLINIC SERVICES	900.00	900.00	50.00	500.00	400.00	44.44 %
001-105-491	CITY HALL	2,300.00	1,800.00	0.00	1,800.00	0.00	0.00 %
001-105-500	OFFICE SUPPLIES	3,000.00	3,000.00	106.23	724.58	2,275.42	75.85 %
001-105-505	GENERAL SUPPLIES & EXPENSE	12,000.00	12,000.00	1,452.60	4,650.15	7,349.85	61.25 %
001-105-506	LITIGATION & CLAIM DAMAGES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
001-105-510	JANITORIAL SUPPLIES & EXPENSE	500.00	500.00	10.28	462.28	37.72	7.54 %
001-105-525	FUEL	250.00	250.00	0.00	0.00	250.00	100.00 %
001-105-600	CONTRACTUAL SERVICES	50,000.00	50,000.00	2,779.78	37,144.86	12,855.14	25.71 %
001-105-601	LEGAL SERVICES	70,000.00	70,000.00	6,510.00	55,671.00	14,329.00	20.47 %
001-105-603	OTHER CONTRACTUAL	4,000.00	1,500.00	0.00	0.00	1,500.00	100.00 %
001-105-604	AUDITOR & ACCOUNTANT	40,000.00	40,000.00	20,000.00	20,000.00	20,000.00	50.00 %
001-105-606	POSTAGE	7,500.00	7,500.00	17.35	3,567.53	3,932.47	52.43 %
001-105-610	TRAINING & TRAVEL	2,500.00	5,000.00	0.00	4,072.12	927.88	18.56 %
001-105-615	ADVERTISING	8,000.00	8,000.00	36.62	3,461.71	4,538.29	56.73 %
001-105-620	INSURANCE	475,000.00	475,000.00	1,000.00	379,029.50	95,970.50	20.20 %
001-105-625	UTILITIES-ELECTRICAL	25,000.00	25,000.00	2,359.57	17,817.65	7,182.35	28.73 %
001-105-646	CONTRACTUAL ANIMAL CONTROL	10,000.00	13,223.80	794.26	11,166.40	2,057.40	15.56 %
001-107-600	CONTRACTUAL SERVICES	125,000.00	122,000.00	8,243.09	95,460.99	26,539.01	21.75 %
001-107-605	TELEPHONE	60,000.00	60,000.00	7,034.92	50,887.92	9,112.08	15.19 %
001-107-628	UTILITIES-CABLE	31,000.00	34,000.00	2,882.82	29,987.87	4,012.13	11.80 %
001-107-639	RENTALS	8,000.00	8,000.00	456.70	4,429.36	3,570.64	44.63 %
001-107-919	MACHINERY AND EQUIPMENT	2,000.00	16,050.00	0.00	1,218.39	14,831.61	92.41 %
001-108-600	CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	8,258.90	41,741.10	83.48 %
001-108-613	VOLUNTEER FIRE DEPT.	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00 %
001-108-614	POLICE RESERVES	2,000.00	0.00	0.00	0.00	0.00	0.00 %
001-108-615	ADVERTISING	17,500.00	17,500.00	0.00	9,891.10	7,608.90	43.48 %
001-110-401	SALARY - DEPARTMENT HEAD	56,120.00	56,120.00	4,240.00	48,007.70	8,112.30	14.46 %
001-110-403	SALARY - CLERICAL	38,856.00	38,856.00	2,912.00	33,004.70	5,851.30	15.06 %
001-110-404	SALARY - REGULAR	18,016.50	19,101.50	1,321.32	16,458.29	2,643.21	13.84 %
001-110-409	PLANNING	46,790.02	46,790.02	3,600.01	39,600.07	7,189.95	15.37 %
001-110-460	STATE RETIREMENT	29,599.71	29,599.71	2,032.12	22,246.35	7,353.36	24.84 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
001-110-470	FICA	12,223.36	12,223.36	888.62	10,136.02	2,087.34	17.08 %
001-110-480	EMPLOYEE GROUP INSURANCE	21,633.66	21,633.66	1,802.84	18,028.40	3,605.26	16.67 %
001-110-481	CLINIC SERVICES	900.00	900.00	75.00	750.00	150.00	16.67 %
001-110-490	UNEMPLOYMENT CONTRIBUTION	7,800.00	1,175.00	0.00	1,175.00	0.00	0.00 %
001-110-491	CODE OFFICE	2,750.00	2,750.00	0.00	2,750.00	0.00	0.00 %
001-110-500	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	765.20	1,234.80	61.74 %
001-110-505	GENERAL SUPPLIES & EXPENSE	2,000.00	2,400.00	194.96	2,049.74	350.26	14.59 %
001-110-510	JANITORIAL SUPPLIES & EXPENSE	250.00	250.00	0.00	11.22	238.78	95.51 %
001-110-525	FUEL	2,500.00	2,100.00	52.97	852.02	1,247.98	59.43 %
001-110-535	UNIFORMS	500.00	500.00	0.00	0.00	500.00	100.00 %
001-110-560	REPAIRS & MAINTENANCE	2,000.00	2,000.00	0.00	815.67	1,184.33	59.22 %
001-110-571	TIRES & TUBES	750.00	0.00	0.00	0.00	0.00	0.00 %
001-110-600	CONTRACTUAL SERVICES	16,000.00	11,000.00	386.95	5,725.83	5,274.17	47.95 %
001-110-610	TRAINING & TRAVEL	10,000.00	5,000.00	0.00	1,371.42	3,628.58	72.57 %
001-200-401	SALARY - DEPARTMENT HEAD	71,050.00	71,050.00	5,350.00	60,350.01	10,699.99	15.06 %
001-200-402	SALARY - ASSISTANT DEPT HEAD	62,490.06	62,490.06	4,691.54	53,106.95	9,383.11	15.02 %
001-200-403	SALARY - CLERICAL	39,269.47	39,269.47	2,905.60	33,461.60	5,807.87	14.79 %
001-200-404	SALARY - REGULAR	1,050,263.01	875,362.93	68,630.77	667,356.23	208,006.70	23.76 %
001-200-405	DISPATCH	201,684.40	250,684.40	20,578.95	205,532.40	45,152.00	18.01 %
001-200-414	SCHOOL RESOURCE OFFICER	138,754.25	106,291.25	4,834.51	56,796.25	49,495.00	46.57 %
001-200-450	SALARY - OVERTIME	60,000.00	71,000.00	1,188.18	65,702.08	5,297.92	7.46 %
001-200-460	STATE RETIREMENT	289,640.45	272,140.45	21,623.82	217,439.45	54,701.00	20.10 %
001-200-470	FICA	119,608.61	119,608.61	8,466.80	88,003.12	31,605.49	26.42 %
001-200-480	EMPLOYEE GROUP INSURANCE	207,676.98	173,676.98	15,352.95	122,996.66	50,680.32	29.18 %
001-200-481	CLINIC SERVICES	9,900.00	9,900.00	700.00	6,252.66	3,647.34	36.84 %
001-200-490	UNEMPLOYMENT CONTRIBUTION	0.00	2,925.63	0.00	2,362.71	562.92	19.24 %
001-200-491	POLICE DEPT	56,000.00	45,437.45	0.00	45,000.00	437.45	0.96 %
001-200-500	OFFICE SUPPLIES	5,000.00	5,000.00	0.00	4,773.06	226.94	4.54 %
001-200-505	GENERAL SUPPLIES & EXPENSE	23,000.00	17,000.00	2,754.54	13,322.07	3,677.93	21.63 %
001-200-520	PRISONER EXPENSE	40,000.00	33,000.00	7,615.73	18,640.37	14,359.63	43.51 %
001-200-525	FUEL	75,000.00	75,000.00	8,332.39	53,276.05	21,723.95	28.97 %
001-200-535	UNIFORMS	17,500.00	19,500.00	5,035.57	14,477.12	5,022.88	25.76 %
001-200-560	REPAIRS & MAINTENANCE	42,580.00	108,580.00	1,573.19	99,058.48	9,521.52	8.77 %
001-200-571	TIRES & TUBES	9,000.00	9,000.00	709.00	5,558.58	3,441.42	38.24 %
001-200-600	CONTRACTUAL SERVICES	115,000.00	132,000.00	0.00	126,829.67	5,170.33	3.92 %
001-200-610	TRAINING & TRAVEL	15,000.00	15,000.00	4,000.00	14,074.75	925.25	6.17 %
001-200-625	UTILITIES-ELECTRICAL	51,000.00	44,000.00	3,230.96	24,412.80	19,587.20	44.52 %
001-200-915	VEHICLES	0.00	121,500.00	0.00	0.00	121,500.00	100.00 %
001-200-919	MACHINERY AND EQUIPMENT	0.00	11,779.20	0.00	11,379.20	400.00	3.40 %
001-220-401	SALARY - DEPARTMENT HEAD	69,410.09	69,410.09	5,185.40	59,039.41	10,370.68	14.94 %
001-220-402	SALARY - ASSISTANT DEPT HEAD	63,803.52	63,803.52	0.00	54,124.49	9,679.03	15.17 %
001-220-403	SALARY - CLERICAL	38,937.60	38,937.60	2,995.20	32,947.20	5,990.40	15.38 %
001-220-404	SALARY - REGULAR	982,196.26	984,150.95	75,578.83	827,376.86	156,774.09	15.93 %
001-220-450	SALARY - OVERTIME	15,000.00	15,000.00	122.13	5,934.10	9,065.90	60.44 %
001-220-460	STATE RETIREMENT	213,842.87	213,842.87	15,795.70	179,624.15	34,218.72	16.00 %
001-220-470	FICA	88,307.58	88,307.58	6,136.20	72,802.17	15,505.41	17.56 %
001-220-480	EMPLOYEE GROUP INSURANCE	139,699.62	139,699.62	12,801.78	113,500.01	26,199.61	18.75 %
001-220-481	CLINIC SERVICES	7,800.00	7,800.00	562.50	5,434.84	2,365.16	30.32 %
001-220-491	FIRE DEPT	54,000.00	38,045.31	0.00	38,045.31	0.00	0.00 %
001-220-500	OFFICE SUPPLIES	1,300.00	1,300.00	45.76	482.48	817.52	62.89 %
001-220-505	GENERAL SUPPLIES & EXPENSE	14,000.00	14,000.00	856.13	4,399.75	9,600.25	68.57 %
001-220-510	JANITORIAL SUPPLIES & EXPENSE	2,000.00	2,000.00	370.87	940.57	1,059.43	52.97 %
001-220-525	FUEL	30,000.00	30,000.00	3,063.67	18,986.95	11,013.05	36.71 %
001-220-535	UNIFORMS	13,250.00	13,250.00	3,517.66	7,680.15	5,569.85	42.04 %
001-220-560	REPAIRS & MAINTENANCE	16,800.00	31,463.15	1,029.39	26,677.12	4,786.03	15.21 %
001-220-561	BUILDING REPAIRS AND MAINTEN...	18,000.00	18,000.00	63.75	8,610.76	9,389.24	52.16 %
001-220-571	TIRES & TUBES	6,500.00	6,500.00	20.00	2,342.18	4,157.82	63.97 %
001-220-600	CONTRACTUAL SERVICES	12,500.00	12,500.00	114.00	5,537.45	6,962.55	55.70 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<u>001-220-610</u>	TRAINING & TRAVEL	20,000.00	20,000.00	3,452.94	13,150.70	6,849.30	34.25 %
<u>001-220-625</u>	UTILITIES-ELECTRICAL	14,000.00	12,500.00	1,300.88	10,363.44	2,136.56	17.09 %
<u>001-220-627</u>	UTILITIES-GAS	2,500.00	2,500.00	0.00	1,694.93	805.07	32.20 %
<u>001-220-635</u>	CONTRACTUAL REPAIRS & MAINTA...	8,000.00	9,500.00	0.00	9,089.05	410.95	4.33 %
<u>001-220-919</u>	MACHINERY AND EQUIPMENT	0.00	47,655.00	0.00	0.00	47,655.00	100.00 %
<u>001-222-507</u>	EMERGENCY SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>001-222-526</u>	EMERGENCY FUEL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>001-222-560</u>	REPAIRS & MAINTENANCE	5,000.00	5,000.00	85.29	85.29	4,914.71	98.29 %
<u>001-294-625</u>	UTILITIES-ELECTRICAL	9,500.00	9,500.00	552.75	6,263.27	3,236.73	34.07 %
<u>001-294-635</u>	CONTRACTUAL REPAIRS & MAINTA...	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
<u>001-300-505</u>	GENERAL SUPPLIES & EXPENSE	6,000.00	6,000.00	0.00	1,942.02	4,057.98	67.63 %
<u>001-300-510</u>	JANITORIAL SUPPLIES & EXPENSE	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>001-300-560</u>	REPAIRS & MAINTENANCE	20,000.00	20,000.00	350.28	12,604.88	7,395.12	36.98 %
<u>001-300-600</u>	CONTRACTUAL SERVICES	5,000.00	5,710.00	0.00	5,460.00	250.00	4.38 %
<u>001-300-603</u>	OTHER CONTRACTUAL	15,000.00	15,290.00	1,563.43	13,410.46	1,879.54	12.29 %
<u>001-300-611</u>	CONTRACTUAL ADA CURB GUTTER	1,000.00	0.00	0.00	0.00	0.00	0.00 %
<u>001-300-639</u>	RENTALS	1,500.00	500.00	0.00	0.00	500.00	100.00 %
<u>001-301-401</u>	SALARY - DEPARTMENT HEAD	58,147.75	58,147.75	4,319.06	49,725.61	8,422.14	14.48 %
<u>001-301-403</u>	SALARY - CLERICAL	39,444.99	39,444.99	2,880.00	33,824.00	5,620.99	14.25 %
<u>001-301-404</u>	SALARY - REGULAR	297,313.76	297,313.76	21,489.59	247,348.98	49,964.78	16.81 %
<u>001-301-406</u>	SALARY - MECHANIC	79,726.24	46,726.24	3,145.60	37,602.92	9,123.32	19.53 %
<u>001-301-450</u>	SALARY - OVERTIME	17,500.00	17,500.00	181.80	6,718.79	10,781.21	61.61 %
<u>001-301-460</u>	STATE RETIREMENT	87,925.72	83,925.72	6,051.05	69,200.73	14,724.99	17.55 %
<u>001-301-470</u>	FICA	36,309.40	36,309.40	2,305.90	27,226.03	9,083.37	25.02 %
<u>001-301-480</u>	EMPLOYEE GROUP INSURANCE	72,434.04	68,434.04	5,624.15	56,287.93	12,146.11	17.75 %
<u>001-301-481</u>	CLINIC SERVICES	3,300.00	3,300.00	248.91	2,486.13	813.87	24.66 %
<u>001-301-491</u>	PUBLIC WORKS	23,500.00	20,000.00	0.00	20,000.00	0.00	0.00 %
<u>001-301-500</u>	OFFICE SUPPLIES	500.00	500.00	0.00	3.84	496.16	99.23 %
<u>001-301-505</u>	GENERAL SUPPLIES & EXPENSE	11,154.24	7,154.24	188.17	5,056.75	2,097.49	29.32 %
<u>001-301-510</u>	JANITORIAL SUPPLIES & EXPENSE	500.00	1,000.00	111.96	621.30	378.70	37.87 %
<u>001-301-524</u>	OIL AND LUBRICANTS	4,000.00	4,500.00	0.00	3,594.88	905.12	20.11 %
<u>001-301-525</u>	FUEL	32,500.00	45,500.00	4,706.85	29,462.75	16,037.25	35.25 %
<u>001-301-535</u>	UNIFORMS	3,000.00	3,000.00	57.96	365.60	2,634.40	87.81 %
<u>001-301-555</u>	SIGNAGE	8,000.00	7,800.00	698.99	5,499.22	2,300.78	29.50 %
<u>001-301-560</u>	REPAIRS & MAINTENANCE	45,000.00	59,795.18	6,024.30	51,009.41	8,785.77	14.69 %
<u>001-301-571</u>	TIRES & TUBES	5,000.00	7,743.38	0.00	6,418.38	1,325.00	17.11 %
<u>001-301-580</u>	GRAVEL & SHELLS	5,000.00	6,000.00	0.00	3,707.62	2,292.38	38.21 %
<u>001-301-585</u>	CONCRETE & ASPHALT	7,500.00	7,375.00	0.00	4,283.50	3,091.50	41.92 %
<u>001-301-586</u>	PIPE	7,500.00	11,000.00	3,646.80	8,921.21	2,078.79	18.90 %
<u>001-301-600</u>	CONTRACTUAL SERVICES	316.00	9,776.00	131.62	8,783.12	992.88	10.16 %
<u>001-301-602</u>	ARCHITECT AND ENGINEER	75,000.00	44,885.00	3,732.50	19,550.07	25,334.93	56.44 %
<u>001-301-625</u>	UTILITIES-ELECTRICAL	10,000.00	10,000.00	626.85	5,913.01	4,086.99	40.87 %
<u>001-301-631</u>	STREET LIGHTING	235,000.00	235,000.00	20,620.28	183,687.35	51,312.65	21.84 %
<u>001-301-635</u>	CONTRACTUAL REPAIRS & MAINTA...	16,000.00	16,000.00	0.00	11,873.88	4,126.12	25.79 %
<u>001-301-639</u>	RENTALS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>001-301-919</u>	MACHINERY AND EQUIPMENT	0.00	15,276.14	0.00	0.00	15,276.14	100.00 %
<u>001-350-635</u>	CONTRACTUAL REPAIRS & MAINTA...	2,000.00	2,000.00	200.00	200.00	1,800.00	90.00 %
<u>001-502-401</u>	SALARY - DEPARTMENT HEAD	46,927.20	46,927.20	3,494.40	39,938.40	6,988.80	14.89 %
<u>001-502-411</u>	SALARY - HOURLY	212,859.42	212,859.42	15,300.67	181,054.01	31,805.41	14.94 %
<u>001-502-450</u>	SALARY - OVERTIME	5,000.00	5,000.00	163.80	2,114.88	2,885.12	57.70 %
<u>001-502-460</u>	STATE RETIREMENT	48,125.47	48,125.47	3,583.24	41,146.44	6,979.03	14.50 %
<u>001-502-470</u>	FICA	19,873.68	19,873.68	1,395.60	16,518.48	3,355.20	16.88 %
<u>001-502-480</u>	EMPLOYEE GROUP INSURANCE	42,861.96	42,861.96	3,594.19	36,001.96	6,860.00	16.00 %
<u>001-502-481</u>	CLINIC SERVICES	2,400.00	2,400.00	201.09	2,013.87	386.13	16.09 %
<u>001-502-491</u>	WORKERS' COMPENSATION	14,500.00	12,000.00	0.00	12,000.00	0.00	0.00 %
<u>001-502-505</u>	GENERAL SUPPLIES & EXPENSE	15,000.00	15,000.00	1,020.54	12,886.30	2,113.70	14.09 %
<u>001-502-508</u>	PLANTS & SHRUBS	13,449.00	14,027.00	774.87	8,898.57	5,128.43	36.56 %
<u>001-502-510</u>	JANITORIAL SUPPLIES & EXPENSE	3,000.00	3,000.00	0.00	2,880.46	119.54	3.98 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<u>001-502-525</u>	FUEL	11,500.00	11,500.00	1,532.19	8,801.59	2,698.41	23.46 %
<u>001-502-535</u>	UNIFORMS	2,500.00	2,500.00	285.58	1,137.78	1,362.22	54.49 %
<u>001-502-560</u>	REPAIRS & MAINTENANCE	9,000.00	10,000.00	1,198.47	6,010.44	3,989.56	39.90 %
<u>001-502-571</u>	TIRES & TUBES	2,500.00	1,500.00	1,053.82	1,053.82	446.18	29.75 %
<u>001-502-600</u>	CONTRACTUAL SERVICES	2,400.00	2,400.00	0.00	700.00	1,700.00	70.83 %
<u>001-502-625</u>	UTILITIES-ELECTRICAL	11,500.00	10,850.00	894.27	8,183.80	2,666.20	24.57 %
<u>001-502-629</u>	RENTALS	3,500.00	4,150.00	420.00	3,710.00	440.00	10.60 %
<u>001-506-401</u>	SALARY - DEPARTMENT HEAD	47,600.26	47,600.26	3,507.20	40,612.08	6,988.18	14.68 %
<u>001-506-404</u>	SALARY - REGULAR	30,116.67	30,116.67	2,240.00	25,748.50	4,368.17	14.50 %
<u>001-506-460</u>	STATE RETIREMENT	14,397.06	14,397.06	1,086.22	12,239.03	2,158.03	14.99 %
<u>001-506-470</u>	FICA	5,945.34	5,945.34	433.48	5,014.75	930.59	15.65 %
<u>001-506-480</u>	EMPLOYEE GROUP INSURANCE	12,230.16	12,230.16	1,019.20	10,192.00	2,038.16	16.67 %
<u>001-506-481</u>	CLINIC SERVICES	600.00	600.00	50.00	500.00	100.00	16.67 %
<u>001-506-491</u>	PARK & REC	3,000.00	2,500.00	0.00	2,500.00	0.00	0.00 %
<u>001-506-500</u>	OFFICE SUPPLIES	200.00	200.00	0.00	0.00	200.00	100.00 %
<u>001-506-505</u>	GENERAL SUPPLIES & EXPENSE	1,750.00	1,750.00	0.00	458.59	1,291.41	73.79 %
<u>001-506-510</u>	JANITORIAL SUPPLIES & EXPENSE	400.00	400.00	0.00	140.18	259.82	64.96 %
<u>001-506-525</u>	FUEL	4,500.00	4,500.00	129.80	1,642.79	2,857.21	63.49 %
<u>001-506-535</u>	UNIFORMS	300.00	300.00	0.00	232.26	67.74	22.58 %
<u>001-506-550</u>	BASEBALL SUPPLIES	3,200.00	200.00	0.00	0.00	200.00	100.00 %
<u>001-506-551</u>	FOOTBALL SUPPLIES	6,000.00	8,700.00	0.00	2,127.38	6,572.62	75.55 %
<u>001-506-552</u>	BASKETBALL SUPPLIES	4,500.00	2,500.00	0.00	2,411.92	88.08	3.52 %
<u>001-506-553</u>	TENNIS SUPPLIES	500.00	100.00	43.54	43.54	56.46	56.46 %
<u>001-506-554</u>	CHEERLEADING SUPPLIES	4,000.00	6,700.00	0.00	962.00	5,738.00	85.64 %
<u>001-506-560</u>	REPAIRS & MAINTENANCE	2,500.00	2,500.00	0.00	327.21	2,172.79	86.91 %
<u>001-506-571</u>	TIRES & TUBES	300.00	300.00	0.00	0.00	300.00	100.00 %
<u>001-506-600</u>	CONTRACTUAL SERVICES	12,000.00	24,000.00	200.00	17,203.72	6,796.28	28.32 %
<u>001-506-625</u>	UTILITIES-ELECTRICAL	6,500.00	6,500.00	577.31	4,362.50	2,137.50	32.88 %
<u>001-800-820</u>	PRINCIPAL	135,000.00	135,000.00	0.00	135,000.00	0.00	0.00 %
<u>001-800-830</u>	INTEREST	8,371.88	8,371.88	0.00	8,371.87	0.01	0.00 %
Expense Total:		8,445,713.76	8,514,655.48	575,171.29	6,576,075.00	1,938,580.48	22.77%
Fund: 001 - GENERAL FUND Surplus (Deficit):		145,377.24	76,435.52	-111,260.89	1,007,955.62	931,520.10	-1,218.70%
Fund: 106 - BORDER PATROL GRANT							
Revenue							
<u>106-000-254</u>	STATE GRANT - PUBLIC SAFETY	0.00	20,000.00	0.00	6,434.54	-13,565.46	67.83 %
Revenue Total:		0.00	20,000.00	0.00	6,434.54	-13,565.46	67.83%
Expense							
<u>106-200-450</u>	SALARY - OVERTIME	0.00	20,000.00	5,523.33	15,628.45	4,371.55	21.86 %
Expense Total:		0.00	20,000.00	5,523.33	15,628.45	4,371.55	21.86%
Fund: 106 - BORDER PATROL GRANT Surplus (Deficit):		0.00	0.00	-5,523.33	-9,193.91	-9,193.91	0.00%
Fund: 107 - HOMELAND SECURITY GRANT							
Revenue							
<u>107-000-253</u>	STATE GRANT - GENERAL GOVT	0.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
Revenue Total:		0.00	15,000.00	0.00	0.00	-15,000.00	100.00%
Expense							
<u>107-200-919</u>	MACHINERY AND EQUIPMENT	0.00	15,000.00	0.00	15,000.00	0.00	0.00 %
Expense Total:		0.00	15,000.00	0.00	15,000.00	0.00	0.00%
Fund: 107 - HOMELAND SECURITY GRANT Surplus (Deficit):		0.00	0.00	0.00	-15,000.00	-15,000.00	0.00%
Fund: 109 - HIDTA GRANT							
Expense							
<u>109-200-450</u>	SALARY - OVERTIME	0.00	0.00	2,023.86	7,497.29	-7,497.29	0.00 %
Expense Total:		0.00	0.00	2,023.86	7,497.29	-7,497.29	0.00%
Fund: 109 - HIDTA GRANT Total:		0.00	0.00	2,023.86	7,497.29	-7,497.29	0.00%

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 110 - CASH FORFEITURE FUND							
Revenue							
<u>110-000-340</u>	INTEREST EARNINGS	150.00	150.00	14.61	158.72	8.72	105.81 %
<u>110-000-358</u>	SUNDRY INCOME	500.00	500.00	0.00	0.00	-500.00	100.00 %
	Revenue Total:	650.00	650.00	14.61	158.72	-491.28	75.58%
	Fund: 110 - CASH FORFEITURE FUND Total:	650.00	650.00	14.61	158.72	-491.28	75.58%
Fund: 111 - PUBLIC SAFETY FUND							
Revenue							
<u>111-000-254</u>	STATE GRANT - PUBLIC SAFETY	23,021.70	23,021.70	3,903.11	23,655.87	634.17	102.75 %
<u>111-000-340</u>	INTEREST EARNINGS	150.00	150.00	-13.52	-198.47	-348.47	232.31 %
	Revenue Total:	23,171.70	23,171.70	3,889.59	23,457.40	285.70	1.23%
Expense							
<u>111-200-450</u>	SALARY - OVERTIME	23,021.70	23,021.70	219.90	23,664.06	-642.36	-2.79 %
	Expense Total:	23,021.70	23,021.70	219.90	23,664.06	-642.36	-2.79%
	Fund: 111 - PUBLIC SAFETY FUND Surplus (Deficit):	150.00	150.00	3,669.69	-206.66	-356.66	237.77%
Fund: 113 - JAG GRANT 15LB2271							
Expense							
<u>113-200-919</u>	MACHINERY AND EQUIPMENT	0.00	5,001.00	0.00	0.00	5,001.00	100.00 %
	Expense Total:	0.00	5,001.00	0.00	0.00	5,001.00	100.00%
	Fund: 113 - JAG GRANT 15LB2271 Total:	0.00	5,001.00	0.00	0.00	5,001.00	100.00%
Fund: 116 - FIRE PROTECTION FUND							
Revenue							
<u>116-000-262</u>	STATE INSURANCE REBATE	44,000.00	44,000.00	0.00	0.00	-44,000.00	100.00 %
<u>116-000-340</u>	INTEREST EARNINGS	2,800.00	2,800.00	190.85	2,272.06	-527.94	18.86 %
	Revenue Total:	46,800.00	46,800.00	190.85	2,272.06	-44,527.94	95.15%
Expense							
<u>116-220-505</u>	GENERAL SUPPLIES & EXPENSE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
<u>116-220-610</u>	Travel	11,000.00	11,000.00	1,000.00	2,091.95	8,908.05	80.98 %
<u>116-220-919</u>	MACHINERY AND EQUIPMENT	115,000.00	115,000.00	0.00	5,801.37	109,198.63	94.96 %
	Expense Total:	141,000.00	141,000.00	1,000.00	7,893.32	133,106.68	94.40%
	Fund: 116 - FIRE PROTECTION FUND Surplus (Deficit):	-94,200.00	-94,200.00	-809.15	-5,621.26	88,578.74	94.03%
Fund: 117 - CAPITAL IMPROVEMENT FUND							
Revenue							
<u>117-000-340</u>	INTEREST EARNINGS	100.00	100.00	2.50	331.92	231.92	331.92 %
	Revenue Total:	100.00	100.00	2.50	331.92	231.92	231.92%
Expense							
<u>117-800-820</u>	PRINCIPAL	118,656.28	118,656.28	0.00	118,656.28	0.00	0.00 %
<u>117-800-830</u>	INTEREST	7,660.63	7,660.63	0.00	8,089.32	-428.69	-5.60 %
	Expense Total:	126,316.91	126,316.91	0.00	126,745.60	-428.69	-0.34%
	Fund: 117 - CAPITAL IMPROVEMENT FUND Surplus (Deficit):	-126,216.91	-126,216.91	2.50	-126,413.68	-196.77	-0.16%
Fund: 118 - MODERNIZATION INFRASTRUCTURE TAX FUND							
Revenue							
<u>118-000-253</u>	STATE GRANT - GENERAL GOVT	575,000.00	575,000.00	317,010.71	610,031.03	35,031.03	106.09 %
<u>118-000-282</u>	PASS SCHOOL DISTRICT REIMBURS...	12,250.00	12,250.00	0.00	12,438.00	188.00	101.53 %
<u>118-000-340</u>	INTEREST EARNINGS	0.00	0.00	989.52	8,256.34	8,256.34	0.00 %
	Revenue Total:	587,250.00	587,250.00	318,000.23	630,725.37	43,475.37	7.40%
Expense							
<u>118-301-602</u>	ARCHITECT AND ENGINEER	50,000.00	43,000.00	3,586.55	14,929.05	28,070.95	65.28 %
<u>118-301-635</u>	CONTRACTUAL REPAIRS & MAINTA...	0.00	7,000.00	5,625.00	5,625.00	1,375.00	19.64 %
<u>118-301-911</u>	CONSTRUCTION IN PROGRESS	500,000.00	457,445.04	13,430.00	44,949.00	412,496.04	90.17 %
<u>118-301-919</u>	MACHINERY AND EQUIPMENT	0.00	42,554.96	0.00	27,554.96	15,000.00	35.25 %
<u>118-703-600</u>	CONTRACTUAL SERVICES	179,000.00	179,000.00	14,881.66	133,934.94	45,065.06	25.18 %
<u>118-800-820</u>	PRINCIPAL	102,325.00	101,495.80	544.17	100,895.80	600.00	0.59 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>118-800-830</u>	INTEREST	87,949.00	90,926.74	172.01	90,566.73	360.01	0.40 %
	Expense Total:	919,274.00	921,422.54	38,239.39	418,455.48	502,967.06	54.59%
Fund: 118 - MODERNIZATION INFRASTRUCTURE TAX FUND Surplus ..		-332,024.00	-334,172.54	279,760.84	212,269.89	546,442.43	163.52%
Fund: 140 - LIBRARY FUND							
Revenue							
<u>140-000-200</u>	AD VALOREM TAXES- CURRENT YEAR	172,159.00	172,159.00	1,565.66	160,289.43	-11,869.57	6.89 %
<u>140-000-201</u>	AD VALOREM TAXES- AUTOMOBILE	21,015.00	21,015.00	1,718.83	17,878.29	-3,136.71	14.93 %
<u>140-000-203</u>	AD VALOREM TAXES- PRIOR YEAR	1,500.00	1,500.00	-0.04	540.62	-959.38	63.96 %
	Revenue Total:	194,674.00	194,674.00	3,284.45	178,708.34	-15,965.66	8.20%
Expense							
<u>140-350-645</u>	AID TO OTHER GOVERNMENTS	191,157.00	191,157.00	31,859.50	159,297.50	31,859.50	16.67 %
	Expense Total:	191,157.00	191,157.00	31,859.50	159,297.50	31,859.50	16.67%
Fund: 140 - LIBRARY FUND Surplus (Deficit):		3,517.00	3,517.00	-28,575.05	19,410.84	15,893.84	-451.91%
Fund: 141 - HURRICANE ZETA FEMA ACCOUNT							
Revenue							
<u>141-000-230</u>	FEDERAL GRANTS	2,062,126.09	2,062,126.09	0.00	0.00	-2,062,126.09	100.00 %
	Revenue Total:	2,062,126.09	2,062,126.09	0.00	0.00	-2,062,126.09	100.00%
Fund: 141 - HURRICANE ZETA FEMA ACCOUNT Total:		2,062,126.09	2,062,126.09	0.00	0.00	-2,062,126.09	100.00%
Fund: 142 - SENATE BILL 2849							
Revenue							
<u>142-000-340</u>	INTEREST EARNINGS	500.00	500.00	0.00	304.36	-195.64	39.13 %
	Revenue Total:	500.00	500.00	0.00	304.36	-195.64	39.13%
Expense							
<u>142-105-602</u>	ARCHITECT AND ENGINEER	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<u>142-105-911</u>	CONSTRUCTION IN PROGRESS	21,000.00	23,003.35	0.00	23,003.35	0.00	0.00 %
	Expense Total:	22,000.00	24,003.35	0.00	23,003.35	1,000.00	4.17%
Fund: 142 - SENATE BILL 2849 Surplus (Deficit):		-21,500.00	-23,503.35	0.00	-22,698.99	804.36	3.42%
Fund: 143 - HOUSE BILL 1353							
Revenue							
<u>143-000-340</u>	INTEREST EARNINGS	12,500.00	12,500.00	913.13	9,155.00	-3,345.00	26.76 %
	Revenue Total:	12,500.00	12,500.00	913.13	9,155.00	-3,345.00	26.76%
Expense							
<u>143-105-911</u>	CONSTRUCTION IN PROGRESS	475,000.00	475,000.00	0.00	0.00	475,000.00	100.00 %
	Expense Total:	475,000.00	475,000.00	0.00	0.00	475,000.00	100.00%
Fund: 143 - HOUSE BILL 1353 Surplus (Deficit):		-462,500.00	-462,500.00	913.13	9,155.00	471,655.00	101.98%
Fund: 144 - SENATE BILL 2468							
Revenue							
<u>144-000-340</u>	INTEREST EARNINGS	10,000.00	10,000.00	1,183.48	13,606.51	3,606.51	136.07 %
	Revenue Total:	10,000.00	10,000.00	1,183.48	13,606.51	3,606.51	36.07%
Expense							
<u>144-301-602</u>	ARCHITECT AND ENGINEER	15,000.00	145,000.00	2,713.70	36,638.79	108,361.21	74.73 %
<u>144-301-911</u>	CONSTRUCTION IN PROGRESS	750,000.00	620,000.00	34,672.64	113,274.36	506,725.64	81.73 %
	Expense Total:	765,000.00	765,000.00	37,386.34	149,913.15	615,086.85	80.40%
Fund: 144 - SENATE BILL 2468 Surplus (Deficit):		-755,000.00	-755,000.00	-36,202.86	-136,306.64	618,693.36	81.95%
Fund: 150 - GULF COAST RESTORATION FUND							
Revenue							
<u>150-000-258</u>	STATE GRANT - CONS URBAN ECON	900,000.00	900,000.00	0.00	523,457.30	-376,542.70	41.84 %
<u>150-000-340</u>	INTEREST EARNINGS	3,000.00	3,000.00	603.79	8,592.32	5,592.32	286.41 %
	Revenue Total:	903,000.00	903,000.00	603.79	532,049.62	-370,950.38	41.08%
Expense							
<u>150-105-602</u>	ARCHITECT AND ENGINEER	50,000.00	50,000.00	5,625.00	6,982.50	43,017.50	86.04 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>150-105-911</u>	CONSTRUCTION IN PROGRESS	750,000.00	750,000.00	64,742.70	576,534.33	173,465.67	23.13 %
	Expense Total:	800,000.00	800,000.00	70,367.70	583,516.83	216,483.17	27.06%
Fund: 150 - GULF COAST RESTORATION FUND Surplus (Deficit):		103,000.00	103,000.00	-69,763.91	-51,467.21	-154,467.21	149.97%
Fund: 151 - AMERICAN RECOVERY PLAN ACT FUND							
Revenue							
<u>151-000-340</u>	INTEREST EARNINGS	0.00	0.00	-169.10	2,819.46	2,819.46	0.00 %
	Revenue Total:	0.00	0.00	-169.10	2,819.46	2,819.46	0.00%
Expense							
<u>151-704-602</u>	ARCHITECT AND ENGINEER	250,000.00	250,000.00	19,020.00	183,960.00	66,040.00	26.42 %
<u>151-704-911</u>	CONSTRUCTION IN PROGRESS	658,000.00	658,000.00	325,788.25	719,222.68	-61,222.68	-9.30 %
	Expense Total:	908,000.00	908,000.00	344,808.25	903,182.68	4,817.32	0.53%
Fund: 151 - AMERICAN RECOVERY PLAN ACT FUND Surplus (Deficit):		-908,000.00	-908,000.00	-344,977.35	-900,363.22	7,636.78	0.84%
Fund: 152 - GO MESA FUND							
Revenue							
<u>152-000-253</u>	STATE GRANT - GENERAL GOVT	10,000,000.00	10,000,000.00	394,665.01	4,261,610.41	-5,738,389.59	57.38 %
	Revenue Total:	10,000,000.00	10,000,000.00	394,665.01	4,261,610.41	-5,738,389.59	57.38%
Expense							
<u>152-701-602</u>	ARCHITECT AND ENGINEER	605,323.00	605,323.00	55,838.00	283,056.32	322,266.68	53.24 %
<u>152-701-911</u>	CONSTRUCTION IN PROGRESS	3,862,592.00	3,862,592.00	725,399.82	2,364,755.03	1,497,836.97	38.78 %
<u>152-751-602</u>	ARCHITECT AND ENGINEER	851,737.16	851,737.16	2,437.18	74,564.84	777,172.32	91.25 %
<u>152-751-911</u>	CONSTRUCTION IN PROGRESS	4,453,917.95	4,453,917.95	0.00	1,605,375.63	2,848,542.32	63.96 %
	Expense Total:	9,773,570.11	9,773,570.11	783,675.00	4,327,751.82	5,445,818.29	55.72%
Fund: 152 - GO MESA FUND Surplus (Deficit):		226,429.89	226,429.89	-389,009.99	-66,141.41	-292,571.30	129.21%
Fund: 154 - HURRICANE IDA FEMA ACCOUNT							
Revenue							
<u>154-000-230</u>	FEDERAL GRANTS	287,932.97	287,932.97	0.00	0.00	-287,932.97	100.00 %
	Revenue Total:	287,932.97	287,932.97	0.00	0.00	-287,932.97	100.00%
Expense							
<u>154-751-602</u>	ARCHITECT AND ENGINEER	80,000.00	80,000.00	7,001.63	17,810.36	62,189.64	77.74 %
<u>154-751-911</u>	CONSTRUCTION IN PROGRESS	1,000,000.00	1,000,000.00	774,041.38	1,238,770.46	-238,770.46	-23.88 %
	Expense Total:	1,080,000.00	1,080,000.00	781,043.01	1,256,580.82	-176,580.82	-16.35%
Fund: 154 - HURRICANE IDA FEMA ACCOUNT Surplus (Deficit):		-792,067.03	-792,067.03	-781,043.01	-1,256,580.82	-464,513.79	-58.65%
Fund: 156 - HB 603 INFRASTRUCTURE GRANT							
Revenue							
<u>156-000-340</u>	INTEREST EARNINGS	21,750.00	21,750.00	1,461.00	14,648.01	-7,101.99	32.65 %
	Revenue Total:	21,750.00	21,750.00	1,461.00	14,648.01	-7,101.99	32.65%
Expense							
<u>156-301-602</u>	ARCHITECT AND ENGINEER	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<u>156-301-911</u>	CONSTRUCTION IN PROGRESS	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
	Expense Total:	775,000.00	775,000.00	0.00	0.00	775,000.00	100.00%
Fund: 156 - HB 603 INFRASTRUCTURE GRANT Surplus (Deficit):		-753,250.00	-753,250.00	1,461.00	14,648.01	767,898.01	101.94%
Fund: 159 - MS MUNICIPALITY COUNTY WATER INFRASTRUCTURE GRANT							
Revenue							
<u>159-000-253</u>	STATE GRANT - GENERAL GOVT	750,000.00	750,000.00	0.00	67,518.75	-682,481.25	91.00 %
	Revenue Total:	750,000.00	750,000.00	0.00	67,518.75	-682,481.25	91.00%
Expense							
<u>159-704-602</u>	ARCHITECT AND ENGINEER	75,000.00	75,000.00	0.00	40,125.00	34,875.00	46.50 %
<u>159-704-911</u>	CONSTRUCTION IN PROGRESS	658,000.00	658,000.00	0.00	393,434.39	264,565.61	40.21 %
	Expense Total:	733,000.00	733,000.00	0.00	433,559.39	299,440.61	40.85%
Fund: 159 - MS MUNICIPALITY COUNTY WATER INFRASTRUCTURE ...		17,000.00	17,000.00	0.00	-366,040.64	-383,040.64	2,253.18%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 206 - 2025 BOND SERIES							
Revenue							
<u>206-000-340</u>	INTEREST EARNINGS	25,000.00	25,000.00	1,799.64	22,152.96	-2,847.04	11.39 %
	Revenue Total:	25,000.00	25,000.00	1,799.64	22,152.96	-2,847.04	11.39%
Expense							
<u>206-105-602</u>	ARCHITECT AND ENGINEER	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
<u>206-200-600</u>	CONTRACTUAL SERVICES	0.00	251,300.00	113,085.00	238,735.00	12,565.00	5.00 %
<u>206-220-600</u>	CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<u>206-220-911</u>	CONSTRUCTION IN PROGRESS	135,000.00	135,000.00	0.00	104,259.99	30,740.01	22.77 %
<u>206-294-635</u>	CONTRACTUAL REPAIRS & MAINTA...	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>206-301-600</u>	CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<u>206-301-911</u>	CONSTRUCTION IN PROGRESS	556,835.00	556,835.00	126,403.20	126,403.20	430,431.80	77.30 %
<u>206-502-635</u>	CONTRACTUAL REPAIRS & MAINTA...	10,200.00	10,200.00	0.00	2,400.00	7,800.00	76.47 %
<u>206-751-635</u>	CONTRACTUAL REPAIRS & MAINTA...	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
	Expense Total:	844,035.00	1,095,335.00	239,488.20	471,798.19	623,536.81	56.93%
	Fund: 206 - 2025 BOND SERIES Surplus (Deficit):	-819,035.00	-1,070,335.00	-237,688.56	-449,645.23	620,689.77	57.99%
Fund: 400 - WATERWORKS AND SEWER FUND							
Revenue							
<u>400-000-117</u>	SALES TAX DISCOUNT	400.00	400.00	32.04	472.31	72.31	118.08 %
<u>400-000-340</u>	INTEREST EARNINGS	60,000.00	60,000.00	2,827.72	41,647.86	-18,352.14	30.59 %
<u>400-000-358</u>	SUNDRY INCOME	0.00	0.00	0.00	-15.00	-15.00	0.00 %
<u>400-000-360</u>	WATER SALES	1,210,740.00	1,210,740.00	92,498.17	932,777.84	-277,962.16	22.96 %
<u>400-000-362</u>	SERVICE CONNECTION CHARGES	15,000.00	15,000.00	912.50	6,433.12	-8,566.88	57.11 %
<u>400-000-363</u>	WATER TAP FEES	12,000.00	12,000.00	600.00	8,700.00	-3,300.00	27.50 %
<u>400-000-364</u>	SEWER TAP FEES	15,000.00	15,000.00	1,280.00	10,867.50	-4,132.50	27.55 %
<u>400-000-365</u>	GARBAGE FEES	914,000.00	914,000.00	73,550.64	740,711.89	-173,288.11	18.96 %
<u>400-000-369</u>	SEWER SALES	882,300.00	882,300.00	73,696.45	728,160.61	-154,139.39	17.47 %
<u>400-000-372</u>	PENALTY	65,000.00	65,000.00	5,841.32	61,539.84	-3,460.16	5.32 %
<u>400-000-379</u>	MISC. ENTERPRISE INCOME	3,500.00	3,500.00	40.00	3,487.09	-12.91	0.37 %
	Revenue Total:	3,177,940.00	3,177,940.00	251,278.84	2,534,783.06	-643,156.94	20.24%
Expense							
<u>400-107-600</u>	CONTRACTUAL SERVICES	80,000.00	76,500.00	2,816.85	34,549.18	41,950.82	54.84 %
<u>400-107-919</u>	MACHINERY AND EQUIPMENT	0.00	3,500.00	0.00	0.00	3,500.00	100.00 %
<u>400-700-401</u>	SALARY - DEPARTMENT HEAD	50,991.98	3,966.98	323.20	2,407.84	1,559.14	39.30 %
<u>400-700-403</u>	SALARY - CLERICAL	72,698.30	72,698.30	5,756.82	64,952.23	7,746.07	10.66 %
<u>400-700-404</u>	SALARY - REGULAR	72,784.84	80,224.84	5,368.01	61,877.47	18,347.37	22.87 %
<u>400-700-460</u>	STATE RETIREMENT	36,397.02	29,897.02	2,163.68	23,837.01	6,060.01	20.27 %
<u>400-700-470</u>	FICA	15,030.35	11,855.35	846.29	9,587.02	2,268.33	19.13 %
<u>400-700-480</u>	EMPLOYEE GROUP INSURANCE	24,512.32	19,512.32	1,591.00	15,732.58	3,779.74	19.37 %
<u>400-700-481</u>	CLINIC SERVICES	1,500.00	1,500.00	100.00	1,000.00	500.00	33.33 %
<u>400-700-491</u>	WORKERS' COMPENSATION	4,000.00	2,168.92	0.00	2,168.92	0.00	0.00 %
<u>400-700-500</u>	OFFICE SUPPLIES	1,800.00	1,800.00	0.00	38.79	1,761.21	97.85 %
<u>400-700-505</u>	GENERAL SUPPLIES & EXPENSE	2,500.00	2,500.00	387.90	1,922.59	577.41	23.10 %
<u>400-700-510</u>	JANITORIAL SUPPLIES & EXPENSE	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>400-700-525</u>	FUEL	3,100.00	3,100.00	304.29	2,227.39	872.61	28.15 %
<u>400-700-535</u>	UNIFORMS	450.00	450.00	0.00	0.00	450.00	100.00 %
<u>400-700-560</u>	REPAIRS & MAINTENANCE	2,800.00	2,800.00	2,886.53	1,498.50	1,301.50	46.48 %
<u>400-700-600</u>	CONTRACTUAL SERVICES	15,000.00	15,000.00	77.40	14,778.53	221.47	1.48 %
<u>400-700-604</u>	AUDITOR & ACCOUNTANT	25,000.00	25,000.00	10,000.00	10,000.00	15,000.00	60.00 %
<u>400-700-605</u>	TELEPHONE	5,000.00	5,000.00	146.94	1,855.31	3,144.69	62.89 %
<u>400-700-606</u>	POSTAGE	16,000.00	16,000.00	0.00	14,000.00	2,000.00	12.50 %
<u>400-700-620</u>	INSURANCE	100,000.00	100,000.00	1,250.00	90,105.31	9,894.69	9.89 %
<u>400-700-625</u>	UTILITIES-ELECTRICAL	5,000.00	5,000.00	0.00	4,771.49	228.51	4.57 %
<u>400-700-685</u>	ADMINISTRATIVE PMTS TO GENERAL	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00 %
<u>400-701-625</u>	UTILITIES-ELECTRICAL	80,000.00	80,000.00	8,401.56	64,020.83	15,979.17	19.97 %
<u>400-702-560</u>	REPAIRS & MAINTENANCE	60,000.00	85,607.08	5,439.68	61,598.93	24,008.15	28.04 %
<u>400-702-600</u>	CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	16,780.00	8,220.00	32.88 %

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<u>400-702-603</u>	OTHER CONTRACTUAL	186,000.00	189,460.00	18,133.66	153,218.58	36,241.42	19.13 %
<u>400-702-635</u>	CONTRACTUAL REPAIRS & MAINTA...	15,000.00	15,000.00	0.00	4,096.75	10,903.25	72.69 %
<u>400-703-560</u>	REPAIRS & MAINTENANCE	15,000.00	15,000.00	0.00	7,406.25	7,593.75	50.63 %
<u>400-703-602</u>	ARCHITECT AND ENGINEER	40,000.00	40,000.00	1,374.90	6,824.90	33,175.10	82.94 %
<u>400-703-625</u>	UTILITIES-ELECTRICAL	75,000.00	75,000.00	4,722.65	43,659.52	31,340.48	41.79 %
<u>400-703-911</u>	CONSTRUCTION IN PROGRESS	150,000.00	150,000.00	0.00	9,924.00	140,076.00	93.38 %
<u>400-703-919</u>	MACHINERY AND EQUIPMENT	50,000.00	50,000.00	0.00	40,213.20	9,786.80	19.57 %
<u>400-704-560</u>	REPAIRS & MAINTENANCE	125,000.00	135,000.00	10,753.46	108,934.82	26,065.18	19.31 %
<u>400-704-603</u>	OTHER CONTRACTUAL	270,000.00	297,024.00	27,200.51	244,422.22	52,601.78	17.71 %
<u>400-704-636</u>	EMERGENCY CONTRACT REPAIRS	10,000.00	10,000.00	0.00	4,847.08	5,152.92	51.53 %
<u>400-704-911</u>	CONSTRUCTION IN PROGRESS	100,000.00	90,000.00	0.00	17,441.00	72,559.00	80.62 %
<u>400-705-600</u>	CONTRACTUAL SERVICES	914,548.00	914,548.00	72,936.85	653,036.13	261,511.87	28.59 %
<u>400-706-600</u>	CONTRACTUAL SERVICES	421,961.00	421,961.00	40,645.00	317,687.00	104,274.00	24.71 %
Expense Total:		3,112,573.81	3,112,573.81	223,627.18	2,151,421.37	961,152.44	30.88%
Fund: 400 - WATERWORKS AND SEWER FUND Surplus (Deficit):		65,366.19	65,366.19	27,651.66	383,361.69	317,995.50	-486.48%
Fund: 480 - HARBOR FUND							
Revenue							
<u>480-000-117</u>	SALES TAX DISCOUNT	500.00	500.00	50.00	499.09	-0.91	0.18 %
<u>480-000-340</u>	INTEREST EARNINGS	8,000.00	8,000.00	-515.77	-6,771.36	-14,771.36	184.64 %
<u>480-000-361</u>	OTHER SALES	115,000.00	115,000.00	24,659.78	107,070.66	-7,929.34	6.90 %
<u>480-000-366</u>	HARBOR BERTH RENTAL	400,000.00	400,000.00	83,924.98	422,919.17	22,919.17	105.73 %
<u>480-000-367</u>	EVENT PARKING	1,200.00	1,200.00	0.00	4,880.00	3,680.00	406.67 %
<u>480-000-368</u>	NAVY LAND LEASE	23,268.60	23,268.60	0.00	17,492.91	-5,775.69	24.82 %
<u>480-000-370</u>	NAVY SLIP LEASE	11,152.44	11,152.44	0.00	8,163.78	-2,988.66	26.80 %
<u>480-000-372</u>	PENALTY	5,000.00	5,000.00	0.00	69.56	-4,930.44	98.61 %
<u>480-000-373</u>	HARBOR COM.LEASES-KIMBALL'S	8,366.18	8,366.18	0.00	6,927.30	-1,438.88	17.20 %
<u>480-000-374</u>	HARBOR COM.LEASES-BRADLEY SE...	19,300.32	19,300.32	1,608.37	15,930.49	-3,369.83	17.46 %
<u>480-000-375</u>	HARBOR COM.LEASES-SHAQGGY'S	41,944.61	41,944.61	3,526.52	35,265.20	-6,679.41	15.92 %
<u>480-000-376</u>	HARBOR COM.LEASE-STELLA MARR...	21,283.63	21,283.63	0.00	22,082.47	798.84	103.75 %
<u>480-000-377</u>	ROSCOE/NEYSA BAIT SHOP	10,712.00	10,712.00	0.00	5,308.01	-5,403.99	50.45 %
<u>480-000-378</u>	LEASE SEA LEVEL/ICE MACHINES	8,143.24	8,143.24	627.11	6,078.14	-2,065.10	25.36 %
<u>480-000-379</u>	MISC. ENTERPRISE INCOME	20,000.00	20,000.00	9,135.56	42,430.88	22,430.88	212.15 %
Revenue Total:		693,871.02	693,871.02	123,016.55	688,346.30	-5,524.72	0.80%
Expense							
<u>480-751-401</u>	SALARY - DEPARTMENT HEAD	51,319.94	51,319.94	3,832.30	43,655.36	7,664.58	14.93 %
<u>480-751-403</u>	CLERICAL	32,448.00	0.00	0.00	0.00	0.00	0.00 %
<u>480-751-404</u>	SALARY - REGULAR	222,333.37	244,093.93	17,675.48	205,915.86	38,178.07	15.64 %
<u>480-751-450</u>	SALARY - OVERTIME	2,500.00	3,750.00	0.00	3,207.04	542.96	14.48 %
<u>480-751-460</u>	STATE RETIREMENT	56,705.27	56,705.27	4,064.98	46,618.69	10,086.58	17.79 %
<u>480-751-470</u>	FICA	23,416.75	23,416.75	1,529.24	18,342.70	5,074.05	21.67 %
<u>480-751-480</u>	EMPLOYEE GROUP INSURANCE	61,287.42	46,287.42	3,857.32	37,477.04	8,810.38	19.03 %
<u>480-751-481</u>	CLINIC SERVICES	2,700.00	2,700.00	162.50	1,862.50	837.50	31.02 %
<u>480-751-490</u>	UNEMPLOYMENT CONTRIBUTION	0.00	687.44	0.00	687.44	0.00	0.00 %
<u>480-751-491</u>	HARBOR	5,000.00	3,750.00	0.00	3,750.00	0.00	0.00 %
<u>480-751-500</u>	OFFICE SUPPLIES	150.00	800.00	201.77	689.93	110.07	13.76 %
<u>480-751-505</u>	GENERAL SUPPLIES & EXPENSE	10,000.00	9,600.00	397.07	5,633.56	3,966.44	41.32 %
<u>480-751-510</u>	JANITORIAL SUPPLIES & EXPENSE	5,000.00	5,000.00	694.06	2,648.06	2,351.94	47.04 %
<u>480-751-525</u>	FUEL	10,000.00	9,750.00	1,357.47	7,366.91	2,383.09	24.44 %
<u>480-751-535</u>	UNIFORMS	5,000.00	5,000.00	255.85	3,116.06	1,883.94	37.68 %
<u>480-751-560</u>	REPAIRS & MAINTENANCE	30,000.00	30,000.00	3,785.59	12,071.39	17,928.61	59.76 %
<u>480-751-571</u>	TIRES & TUBES	2,000.00	2,000.00	0.00	686.00	1,314.00	65.70 %
<u>480-751-600</u>	CONTRACTUAL SERVICES	25,000.00	30,610.00	38.00	23,443.86	7,166.14	23.41 %
<u>480-751-602</u>	ARCHITECT AND ENGINEER	425.00	425.00	0.00	0.00	425.00	100.00 %
<u>480-751-603</u>	OTHER CONTRACTUAL	75.00	75.00	0.00	0.00	75.00	100.00 %
<u>480-751-605</u>	TELEPHONE	1,200.00	2,500.00	250.00	2,196.31	303.69	12.15 %
<u>480-751-625</u>	UTILITIES-ELECTRICAL	100,000.00	125,000.00	10,180.72	96,326.33	28,673.67	22.94 %
<u>480-751-635</u>	CONTRACTUAL REPAIRS & MAINTA...	20,000.00	19,500.00	0.00	9,080.00	10,420.00	53.44 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>480-751-639</u>	RENTALS	5,000.00	1,540.00	140.00	1,400.00	140.00	9.09 %
<u>480-751-919</u>	MACHINERY AND EQUIPMENT	1,694.71	1,694.71	0.00	1,577.35	117.36	6.93 %
	Expense Total:	673,255.46	676,205.46	48,422.35	527,752.39	148,453.07	21.95%
	Fund: 480 - HARBOR FUND Surplus (Deficit):	20,615.56	17,665.56	74,594.20	160,593.91	142,928.35	-809.08%
Fund: 481 - HARBOR TIDELANDS FUND							
Revenue							
<u>481-000-259</u>	STATE GRANT - ENTERPRISE	800,000.00	800,000.00	705.00	318,281.03	-481,718.97	60.21 %
<u>481-000-340</u>	INTEREST EARNINGS	500.00	500.00	18.61	-1,266.17	-1,766.17	353.23 %
	Revenue Total:	800,500.00	800,500.00	723.61	317,014.86	-483,485.14	60.40%
Expense							
<u>481-751-602</u>	ARCHITECT AND ENGINEER	75,000.00	75,000.00	2,236.88	16,051.88	58,948.12	78.60 %
<u>481-751-911</u>	CONSTRUCTION IN PROGRESS	675,000.00	675,000.00	45,488.09	173,456.83	501,543.17	74.30 %
	Expense Total:	750,000.00	750,000.00	47,724.97	189,508.71	560,491.29	74.73%
	Fund: 481 - HARBOR TIDELANDS FUND Surplus (Deficit):	50,500.00	50,500.00	-47,001.36	127,506.15	77,006.15	-152.49%
Fund: 611 - PAYROLL CLEARING FUND							
Revenue							
<u>611-000-340</u>	INTEREST EARNINGS	4,500.00	4,500.00	342.72	4,172.24	-327.76	7.28 %
	Revenue Total:	4,500.00	4,500.00	342.72	4,172.24	-327.76	7.28%
	Fund: 611 - PAYROLL CLEARING FUND Total:	4,500.00	4,500.00	342.72	4,172.24	-327.76	7.28%
Fund: 613 - CITY CLERK TAX COLLECTOR FUND							
Revenue							
<u>613-000-200</u>	AD VALOREM TAXES- CURRENT YEAR	20,426,039.00	19,426,039.00	311,826.05	17,964,805.49	-1,461,233.51	7.52 %
<u>613-000-340</u>	INTEREST EARNINGS	12,500.00	12,500.00	80.24	6,589.83	-5,910.17	47.28 %
<u>613-000-385</u>	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	-12,944.59	-12,944.59	0.00 %
	Revenue Total:	20,438,539.00	19,438,539.00	311,906.29	17,958,450.73	-1,480,088.27	7.61%
Expense							
<u>613-742-640</u>	AID TO OTHER GOVERNMENTS	5,271,054.00	5,271,054.00	88,851.83	4,776,244.58	494,809.42	9.39 %
<u>613-745-640</u>	AID TO OTHER GOVERNMENTS	231,985.00	331,985.00	4,838.64	286,197.89	45,787.11	13.79 %
<u>613-747-645</u>	AID TO OTHER GOVERNMENTS	14,923,000.00	13,923,000.00	218,135.58	12,902,363.06	1,020,636.94	7.33 %
	Expense Total:	20,426,039.00	19,526,039.00	311,826.05	17,964,805.53	1,561,233.47	8.00%
	Fund: 613 - CITY CLERK TAX COLLECTOR FUND Surplus (Deficit):	12,500.00	-87,500.00	80.24	-6,354.80	81,145.20	92.74%
	Report Surplus (Deficit):	-2,352,060.97	-2,784,405.58	-1,665,388.73	-1,480,299.69	1,304,105.89	46.84%

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
Revenue	8,591,091.00	8,591,091.00	463,910.40	7,584,030.62	-1,007,060.38	11.72%
Expense	8,445,713.76	8,514,655.48	575,171.29	6,576,075.00	1,938,580.48	22.77%
Fund: 001 - GENERAL FUND Surplus (Deficit):	145,377.24	76,435.52	-111,260.89	1,007,955.62	931,520.10	-1,218.70%
Fund: 106 - BORDER PATROL GRANT						
Revenue	0.00	20,000.00	0.00	6,434.54	-13,565.46	67.83%
Expense	0.00	20,000.00	5,523.33	15,628.45	4,371.55	21.86%
Fund: 106 - BORDER PATROL GRANT Surplus (Deficit):	0.00	0.00	-5,523.33	-9,193.91	-9,193.91	0.00%
Fund: 107 - HOMELAND SECURITY GRANT						
Revenue	0.00	15,000.00	0.00	0.00	-15,000.00	100.00%
Expense	0.00	15,000.00	0.00	15,000.00	0.00	0.00%
Fund: 107 - HOMELAND SECURITY GRANT Surplus (Deficit):	0.00	0.00	0.00	-15,000.00	-15,000.00	0.00%
Fund: 109 - HIDTA GRANT						
Expense	0.00	0.00	2,023.86	7,497.29	-7,497.29	0.00%
Fund: 109 - HIDTA GRANT Total:	0.00	0.00	2,023.86	7,497.29	-7,497.29	0.00%
Fund: 110 - CASH FORFEITURE FUND						
Revenue	650.00	650.00	14.61	158.72	-491.28	75.58%
Fund: 110 - CASH FORFEITURE FUND Total:	650.00	650.00	14.61	158.72	-491.28	75.58%
Fund: 111 - PUBLIC SAFETY FUND						
Revenue	23,171.70	23,171.70	3,889.59	23,457.40	285.70	1.23%
Expense	23,021.70	23,021.70	219.90	23,664.06	-642.36	-2.79%
Fund: 111 - PUBLIC SAFETY FUND Surplus (Deficit):	150.00	150.00	3,669.69	-206.66	-356.66	237.77%
Fund: 113 - JAG GRANT 15LB2271						
Expense	0.00	5,001.00	0.00	0.00	5,001.00	100.00%
Fund: 113 - JAG GRANT 15LB2271 Total:	0.00	5,001.00	0.00	0.00	5,001.00	100.00%
Fund: 116 - FIRE PROTECTION FUND						
Revenue	46,800.00	46,800.00	190.85	2,272.06	-44,527.94	95.15%
Expense	141,000.00	141,000.00	1,000.00	7,893.32	133,106.68	94.40%
Fund: 116 - FIRE PROTECTION FUND Surplus (Deficit):	-94,200.00	-94,200.00	-809.15	-5,621.26	88,578.74	94.03%
Fund: 117 - CAPITAL IMPROVEMENT FUND						
Revenue	100.00	100.00	2.50	331.92	231.92	231.92%
Expense	126,316.91	126,316.91	0.00	126,745.60	-428.69	-0.34%
Fund: 117 - CAPITAL IMPROVEMENT FUND Surplus (Deficit):	-126,216.91	-126,216.91	2.50	-126,413.68	-196.77	-0.16%
Fund: 118 - MODERNIZATION INFRASTRUCTURE TAX FUND						
Revenue	587,250.00	587,250.00	318,000.23	630,725.37	43,475.37	7.40%
Expense	919,274.00	921,422.54	38,239.39	418,455.48	502,967.06	54.59%
Fund: 118 - MODERNIZATION INFRASTRUCTURE TAX FUND Surplus ..	-332,024.00	-334,172.54	279,760.84	212,269.89	546,442.43	163.52%
Fund: 140 - LIBRARY FUND						
Revenue	194,674.00	194,674.00	3,284.45	178,708.34	-15,965.66	8.20%
Expense	191,157.00	191,157.00	31,859.50	159,297.50	31,859.50	16.67%
Fund: 140 - LIBRARY FUND Surplus (Deficit):	3,517.00	3,517.00	-28,575.05	19,410.84	15,893.84	-451.91%
Fund: 141 - HURRICANE ZETA FEMA ACCOUNT						
Revenue	2,062,126.09	2,062,126.09	0.00	0.00	-2,062,126.09	100.00%
Fund: 141 - HURRICANE ZETA FEMA ACCOUNT Total:	2,062,126.09	2,062,126.09	0.00	0.00	-2,062,126.09	100.00%
Fund: 142 - SENATE BILL 2849						
Revenue	500.00	500.00	0.00	304.36	-195.64	39.13%
Expense	22,000.00	24,003.35	0.00	23,003.35	1,000.00	4.17%
Fund: 142 - SENATE BILL 2849 Surplus (Deficit):	-21,500.00	-23,503.35	0.00	-22,698.99	804.36	3.42%
Fund: 143 - HOUSE BILL 1353						
Revenue	12,500.00	12,500.00	913.13	9,155.00	-3,345.00	26.76%
Expense	475,000.00	475,000.00	0.00	0.00	475,000.00	100.00%
Fund: 143 - HOUSE BILL 1353 Surplus (Deficit):	-462,500.00	-462,500.00	913.13	9,155.00	471,655.00	101.98%

Budget Report

For Fiscal: 2025-2026 Period Ending: 07/31/2026

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 144 - SENATE BILL 2468						
Revenue	10,000.00	10,000.00	1,183.48	13,606.51	3,606.51	36.07%
Expense	765,000.00	765,000.00	37,386.34	149,913.15	615,086.85	80.40%
Fund: 144 - SENATE BILL 2468 Surplus (Deficit):	-755,000.00	-755,000.00	-36,202.86	-136,306.64	618,693.36	81.95%
Fund: 150 - GULF COAST RESTORATION FUND						
Revenue	903,000.00	903,000.00	603.79	532,049.62	-370,950.38	41.08%
Expense	800,000.00	800,000.00	70,367.70	583,516.83	216,483.17	27.06%
Fund: 150 - GULF COAST RESTORATION FUND Surplus (Deficit):	103,000.00	103,000.00	-69,763.91	-51,467.21	-154,467.21	149.97%
Fund: 151 - AMERICAN RECOVERY PLAN ACT FUND						
Revenue	0.00	0.00	-169.10	2,819.46	2,819.46	0.00%
Expense	908,000.00	908,000.00	344,808.25	903,182.68	4,817.32	0.53%
Fund: 151 - AMERICAN RECOVERY PLAN ACT FUND Surplus (Deficit):	-908,000.00	-908,000.00	-344,977.35	-900,363.22	7,636.78	0.84%
Fund: 152 - GO MESA FUND						
Revenue	10,000,000.00	10,000,000.00	394,665.01	4,261,610.41	-5,738,389.59	57.38%
Expense	9,773,570.11	9,773,570.11	783,675.00	4,327,751.82	5,445,818.29	55.72%
Fund: 152 - GO MESA FUND Surplus (Deficit):	226,429.89	226,429.89	-389,009.99	-66,141.41	-292,571.30	129.21%
Fund: 154 - HURRICANE IDA FEMA ACCOUNT						
Revenue	287,932.97	287,932.97	0.00	0.00	-287,932.97	100.00%
Expense	1,080,000.00	1,080,000.00	781,043.01	1,256,580.82	-176,580.82	-16.35%
Fund: 154 - HURRICANE IDA FEMA ACCOUNT Surplus (Deficit):	-792,067.03	-792,067.03	-781,043.01	-1,256,580.82	-464,513.79	-58.65%
Fund: 156 - HB 603 INFRASTRUCTURE GRANT						
Revenue	21,750.00	21,750.00	1,461.00	14,648.01	-7,101.99	32.65%
Expense	775,000.00	775,000.00	0.00	0.00	775,000.00	100.00%
Fund: 156 - HB 603 INFRASTRUCTURE GRANT Surplus (Deficit):	-753,250.00	-753,250.00	1,461.00	14,648.01	767,898.01	101.94%
Fund: 159 - MS MUNICIPALITY COUNTY WATER INFRASTRUCTURE ...						
Revenue	750,000.00	750,000.00	0.00	67,518.75	-682,481.25	91.00%
Expense	733,000.00	733,000.00	0.00	433,559.39	299,440.61	40.85%
Fund: 159 - MS MUNICIPALITY COUNTY WATER INFRASTRUCTURE ...	17,000.00	17,000.00	0.00	-366,040.64	-383,040.64	2,253.18%
Fund: 206 - 2025 BOND SERIES						
Revenue	25,000.00	25,000.00	1,799.64	22,152.96	-2,847.04	11.39%
Expense	844,035.00	1,095,335.00	239,488.20	471,798.19	623,536.81	56.93%
Fund: 206 - 2025 BOND SERIES Surplus (Deficit):	-819,035.00	-1,070,335.00	-237,688.56	-449,645.23	620,689.77	57.99%
Fund: 400 - WATERWORKS AND SEWER FUND						
Revenue	3,177,940.00	3,177,940.00	251,278.84	2,534,783.06	-643,156.94	20.24%
Expense	3,112,573.81	3,112,573.81	223,627.18	2,151,421.37	961,152.44	30.88%
Fund: 400 - WATERWORKS AND SEWER FUND Surplus (Deficit):	65,366.19	65,366.19	27,651.66	383,361.69	317,995.50	-486.48%
Fund: 480 - HARBOR FUND						
Revenue	693,871.02	693,871.02	123,016.55	688,346.30	-5,524.72	0.80%
Expense	673,255.46	676,205.46	48,422.35	527,752.39	148,453.07	21.95%
Fund: 480 - HARBOR FUND Surplus (Deficit):	20,615.56	17,665.56	74,594.20	160,593.91	142,928.35	-809.08%
Fund: 481 - HARBOR TIDELANDS FUND						
Revenue	800,500.00	800,500.00	723.61	317,014.86	-483,485.14	60.40%
Expense	750,000.00	750,000.00	47,724.97	189,508.71	560,491.29	74.73%
Fund: 481 - HARBOR TIDELANDS FUND Surplus (Deficit):	50,500.00	50,500.00	-47,001.36	127,506.15	77,006.15	-152.49%
Fund: 611 - PAYROLL CLEARING FUND						
Revenue	4,500.00	4,500.00	342.72	4,172.24	-327.76	7.28%
Fund: 611 - PAYROLL CLEARING FUND Total:	4,500.00	4,500.00	342.72	4,172.24	-327.76	7.28%
Fund: 613 - CITY CLERK TAX COLLECTOR FUND						
Revenue	20,438,539.00	19,438,539.00	311,906.29	17,958,450.73	-1,480,088.27	7.61%
Expense	20,426,039.00	19,526,039.00	311,826.05	17,964,805.53	1,561,233.47	8.00%
Fund: 613 - CITY CLERK TAX COLLECTOR FUND Surplus (Deficit):	12,500.00	-87,500.00	80.24	-6,354.80	81,145.20	92.74%
Report Surplus (Deficit):	-2,352,060.97	-2,784,405.58	-1,665,388.73	-1,480,299.69	1,304,105.89	46.84%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	145,377.24	76,435.52	-111,260.89	1,007,955.62	931,520.10
106 - BORDER PATROL GRANT	0.00	0.00	-5,523.33	-9,193.91	-9,193.91
107 - HOMELAND SECURITY GRANT	0.00	0.00	0.00	-15,000.00	-15,000.00
109 - HIDTA GRANT	0.00	0.00	-2,023.86	-7,497.29	-7,497.29
110 - CASH FORFEITURE FUND	650.00	650.00	14.61	158.72	-491.28
111 - PUBLIC SAFETY FUND	150.00	150.00	3,669.69	-206.66	-356.66
113 - JAG GRANT 15LB2271	0.00	-5,001.00	0.00	0.00	5,001.00
116 - FIRE PROTECTION FUND	-94,200.00	-94,200.00	-809.15	-5,621.26	88,578.74
117 - CAPITAL IMPROVEMENT FUND	-126,216.91	-126,216.91	2.50	-126,413.68	-196.77
118 - MODERNIZATION INFRASTRUCTURE	-332,024.00	-334,172.54	279,760.84	212,269.89	546,442.43
140 - LIBRARY FUND	3,517.00	3,517.00	-28,575.05	19,410.84	15,893.84
141 - HURRICANE ZETA FEMA ACCOUNT	2,062,126.09	2,062,126.09	0.00	0.00	-2,062,126.09
142 - SENATE BILL 2849	-21,500.00	-23,503.35	0.00	-22,698.99	804.36
143 - HOUSE BILL 1353	-462,500.00	-462,500.00	913.13	9,155.00	471,655.00
144 - SENATE BILL 2468	-755,000.00	-755,000.00	-36,202.86	-136,306.64	618,693.36
150 - GULF COAST RESTORATION FUND	103,000.00	103,000.00	-69,763.91	-51,467.21	-154,467.21
151 - AMERICAN RECOVERY PLAN	-908,000.00	-908,000.00	-344,977.35	-900,363.22	7,636.78
152 - GO MESA FUND	226,429.89	226,429.89	-389,009.99	-66,141.41	-292,571.30
154 - HURRICANE IDA FEMA ACCOUNT	-792,067.03	-792,067.03	-781,043.01	-1,256,580.82	-464,513.79
156 - HB 603 INFRASTRUCTURE GRANT	-753,250.00	-753,250.00	1,461.00	14,648.01	767,898.01
159 - MS MUNICIPALITY COUNTY	17,000.00	17,000.00	0.00	-366,040.64	-383,040.64
206 - 2025 BOND SERIES	-819,035.00	-1,070,335.00	-237,688.56	-449,645.23	620,689.77
400 - WATERWORKS AND SEWER INFRASTRUCTURE	65,366.19	65,366.19	27,651.66	383,361.69	317,995.50
480 - HARBOR FUND	20,615.56	17,665.56	74,594.20	160,593.91	142,928.35
481 - HARBOR TIDELANDS FUND	50,500.00	50,500.00	-47,001.36	127,506.15	77,006.15
611 - PAYROLL CLEARING FUND	4,500.00	4,500.00	342.72	4,172.24	-327.76
613 - CITY CLERK TAX COLLECTOR	12,500.00	-87,500.00	80.24	-6,354.80	81,145.20
Report Surplus (Deficit):	-2,352,060.97	-2,784,405.58	-1,665,388.73	-1,480,299.69	1,304,105.89

Per our conversation a few minutes ago, we would like to request the Pass Christian Fire Department Public Safety Boat and qualified Firefighter personnel to be deployed as an additional water safety craft and rescue swimmers to support the "Swim Across the Bay" 2-mile, point-to-point, open water swim event on Sept. 13, 2026. The swim will begin at the Henderson Point Boat Launch and end at the Bay St. Louis Beach just north of the Municipal Harbor. The race begins at 7:30 AM and we estimate the last swimmer to exit the water by 10:00 AM. This race was held in 2017, 2018, 2022, 2023, 2024 and 2025 successfully. It was cancelled in 2019 due to an algae bloom and in 2020 and 2021 due to COVID. We expect to have about 150 swimmers. This is a great event for the community and we are looking forward to working with PCFD. I have attached the safety plan we submitted for our US Coast Guard event permit, MSDMR permit as well as our athlete's guide. If I can answer any additional questions, please contact me at steve.walker@fleetfeetmetairie.com or 504-496-1537.

—

Steve Walker

Mobile: (504) 496-1537

Fleet Feet Metairie
3020 Severn Avenue | Metairie, LA 70002
fleetfeetmetairie.com
(504) 598-5444

Fleet Feet Covington
206 Lake Drive
Covington, LA 70433
(985) 368-6324

Let's Go.

FLEET  FEET

Short Term Rental update August 18, 2026

Melodie Hayes, City Planner

Community Development

Just a quick update on the status of short-term rentals. Jim Simpson and I are almost ready with the correction/revised ordinance that addresses renewal time frames, late fees to be imposed, possible revocation process and a couple of typos within the document (annual fee amount said four hundred dollars and number amount said \$100 as well as some grammatical and spelling mistakes). That should be coming soon from Jim to have the ordinance revision formalized.

Currently, there are no short-term rental permits that are overdue. There is now 100% compliance with all STR's being active and current.

There is a current grand total of 120 STR permits. With the renewal letters that were mailed out on July 1st, there have been some that have discontinued and that decreased the overall number from 125 to 120.

There are currently 61 STR's in residentially zoned areas (T3R, T2, T4+, G3). There are 24 in commercially zoned areas (T4L, T5C, T5H, T5 auto oriented, and high hazard commercial). The area of the city which has no cap limits for STR permits, which includes Beach Blvd to the railroad, and Clarence Ave to Davis Ave currently has 35. The percentage restriction is still in effect which allows for a percentage on a street block and not affected by ordinance revisions.

Since mailing out the renewal letters, 49 short term rental permits have been paid for the upcoming 2026-2027 season that are due at the same time as their respective business licensing renewals and this is a team effort with myself and Amber Carter, Deputy City Clerk. This is about 35% compliance and as of August 12, there are only 71 STR permits that will need to pay their renewal fees. There are constantly applicants responding via mail or in person with the renewal payment and forms. The feedback has been positive from the applicants about the streamlined renewal process with discussion of possible online payments in the future. I do not foresee many if at all; being overdue and in a non-compliance status come October 1st.

Inspections still are being conducted as an audit and established short term rental applicants can email a copy of the updated fire extinguishers to myself and or the code office and that documentation is put in the individual digital file which is located on the city server and available for staff at any time and I keep track of who is in complete compliance and who is not. Any new rentals that have completed the application process and are found to be eligible will have a physical inspection from myself, Billy Dauphin or Dewayne Millani for property compliance with the STR requirements.



CA-1
8/18/26

August 4, 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. 2
City of Pass Christian
Whispering Oaks Subdivision – Phase II

Dear Mayor and Board of Aldermen:

Please accept this Payment Application No. 2 for the above-referenced project for processing. We have reviewed this application and recommend payment in the amount of \$143,439.64 made payable to Gulf Coast Solutions, LLC.

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

Sincerely,


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

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: 2
APPLICATION NO: _____
PERIOD: FROM 7/1/2026 TO 7/31/2026
PROJECT: Whispering Oaks Subdivision - Phase II
CONTRACTOR: Gulf Coast Solutions

TAX ID #: 47-4016271
DATE: 8/3/2026
SHEET: 1 - 3

1. ORIGINAL CONTRACT SUM	\$ 659,699.80
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: \$ _____ DEDUCTIONS: \$ _____	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. <u>1</u>)	
ADDITIONS: \$ _____ DEDUCTIONS: _____	
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	\$ -
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ 659,699.80
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ 187,486.72
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	28%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	49%
9. MATERIALS ON HAND (Listing Attached)	\$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ 187,486.72
12. LESS AMOUNT RETAINED (5%)	\$ 9,374.34
13. APPROVED RETAINAGE REDUCTION	\$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ 9,374.34
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ 178,112.38
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 34,672.74
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ 143,439.64

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Gulf Coast Solutions
Contractor

Gvette R. Breazeale
By

8/4/2026
Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Covington Civil and Environmental, LLC
Engineer

Robert A. Incha
By

8-4-26
Date

Item #	Description	Qty.	Units	Work Order Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BID ITEMS													
1-A	MOBILIZATION	1	LS	\$ 20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.75	\$ 15,000.00	0.85	\$ 17,000.00	75.00%	85.00%
2-A	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK	40	SY	\$ 15.00	\$ 600.00	8.33	\$ 124.95		\$ -	8.33	\$ 124.95		20.83%
2-B	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT	950	SY	\$ 15.00	\$ 14,250.00	894.78	\$ 13,421.70		\$ -	894.78	\$ 13,421.70		94.19%
2-C	REMOVAL AND DISPOSAL OF EXISTING 18" RCP	32	LF	\$ 10.00	\$ 320.00		\$ -		\$ -		\$ -		
2-D	REMOVAL AND DISPOSAL OF EXISTING CONCRETE DRIVEWAY CUT (WEST SECOND STREET)	1	LS	\$ 750.00	\$ 750.00		\$ -		\$ -		\$ -		
4-A	REPAIR OR RECONSTRUCT DRAINAGE STRUCTURE	1	EA	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -		\$ -		
5-A	NEW SS-2 DRAINAGE STRUCTURE	7	EA	\$ 3,700.00	\$ 25,900.00		\$ -	7.00	\$ 25,900.00	7.00	\$ 25,900.00	100.00%	100.00%
5-B	NEW POND OVERFLOW STRUCTURE	1	EA	\$ 3,100.00	\$ 3,100.00		\$ -		\$ -		\$ -		
6-A	18" x 11" RCAP CULVERT	144	LF	\$ 63.00	\$ 9,072.00		\$ -	128.00	\$ 8,064.00	128.00	\$ 8,064.00	88.89%	88.89%
6-B	29" x 18" RCAP CULVERT	312	LF	\$ 91.00	\$ 28,392.00		\$ -	306.00	\$ 27,846.00	306.00	\$ 27,846.00	98.08%	98.08%
6-C	36" x 23" RCAP CULVERT	16	LF	\$ 140.00	\$ 2,240.00		\$ -		\$ -		\$ -		
6-D	29" x 18" FES	1	EA	\$ 1,100.00	\$ 1,100.00		\$ -		\$ -		\$ -		
6-E	36" x 23" FES	1	EA	\$ 1,300.00	\$ 1,300.00		\$ -		\$ -		\$ -		
6-F	6" UNDERDRAIN SYSTEM W/16 CLEANOUTS (MDOT NORMAL UNDERDRAIN TYPE I, WORKING NO UD-1, SHEET NO. 6533)	1370	LF	\$ 12.00	\$ 16,440.00		\$ -		\$ -		\$ -		
7-A	MANHOLE	4	EA	\$ 4,470.00	\$ 17,880.00		\$ -	3.00	\$ 13,410.00	3.00	\$ 13,410.00	75.00%	75.00%
7-B	DOG-HOUSE MANHOLE	1	EA	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -	1.00	\$ 12,000.00		100.00%
8-A	8" SEWER PIPE, DR 26 (PVC) (FM)	560	LF	\$ 25.00	\$ 14,000.00	42.00	\$ 1,050.00	518.00	\$ 12,950.00	560.00	\$ 14,000.00	92.50%	100.00%
8-B	SINGLE 6" SEWER SERVICE ASSEMBLY	7	EA	\$ 1,400.00	\$ 9,800.00		\$ -	7.00	\$ 9,800.00	7.00	\$ 9,800.00	100.00%	100.00%
8-C	DOUBLE 8" SEWER SERVICE ASSEMBLY	4	EA	\$ 1,500.00	\$ 6,000.00		\$ -	4.00	\$ 6,000.00	4.00	\$ 6,000.00	100.00%	100.00%
9-A	FIRE HYDRANT ASSEMBLY	2	EA	\$ 7,300.00	\$ 14,600.00		\$ -		\$ -		\$ -		
9-B	REMOVE AND RELOCATE EXISTING FIRE HYDRANT ASSEMBLY	1	EA	\$ 5,300.00	\$ 5,300.00		\$ -		\$ -		\$ -		
10-A	8" x 8" TAPPING SLEEVE W/VALVE, VALVE BOX AND PAD	1	EA	\$ 7,700.00	\$ 7,700.00		\$ -		\$ -		\$ -		
10-B	8" x 10" TAPPING SLEEVE W/VALVE, VALVE BOX AND PAD	1	EA	\$ 7,900.00	\$ 7,900.00		\$ -	1.00	\$ 7,900.00	1.00	\$ 7,900.00	100.00%	100.00%
11-A	1" SINGLE WATER SERVICE TAP ASSEMBLY (INCLUDES METER BOXES)	5	EA	\$ 1,150.00	\$ 5,750.00		\$ -		\$ -		\$ -		
11-B	1-1/2" DOUBLE WATER SERVICE TAP ASSEMBLY (INCLUDES METER BOXES)	5	EA	\$ 2,200.00	\$ 11,000.00		\$ -		\$ -		\$ -		
11-C	RELOCATE EXISTING WATER SERVICE TO LOCATION WITHIN THE NEW PROPOSED PUBLIC ROW	1	EA	\$ 1,200.00	\$ 1,200.00		\$ -		\$ -		\$ -		
12-A	8" WATER MAIN, C900 PVC	800	LF	\$ 28.00	\$ 22,400.00		\$ -	220.00	\$ 6,160.00	220.00	\$ 6,160.00	27.50%	27.50%
12-B	8" DUCTILE IRON WATER MAIN	60	LF	\$ 110.00	\$ 6,600.00		\$ -		\$ -		\$ -		
12-C	DUCTILE IRON FITTINGS	5500	LBS	\$ 10.00	\$ 55,000.00		\$ -	452.70	\$ 4,527.00	452.70	\$ 4,527.00	8.23%	8.23%
13-A	8" GATE VALVE WITH BOX AND PAD	6	EA	\$ 3,300.00	\$ 19,800.00		\$ -	3.00	\$ 9,900.00	3.00	\$ 9,900.00	50.00%	50.00%
14-A	PIPE FOUNDATION MATERIAL (PM)	310	CY	\$ 79.00	\$ 24,490.00	3.43	\$ 270.97	28.98	\$ 2,289.42	32.41	\$ 2,560.39	9.35%	10.45%
14-B	SELECT SANDY BACKFILL (FM)	1850	CY	\$ 22.00	\$ 40,700.00		\$ -		\$ -		\$ -		
15-A	STRIPPING EXCAVATION (PM, AEA)	2000	CY	\$ 8.00	\$ 16,000.00		\$ -		\$ -		\$ -		
15-B	BORROW MATERIAL, TYPE C (FM, AEA)	3000	CY	\$ 16.00	\$ 48,000.00		\$ -		\$ -		\$ -		
15-C	DETENTION POND	1	LS	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -		\$ -		

Item #	Description	Qty.	Units	Work Order Amount		Previous Application		Current Application		Total-To-Date		% Complete Current Appl	% Complete Total-To-Date
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount		
16-A	8" CRUSHED LIMESTONE BASE (FM)	2100	SY	\$ 18.50	\$ 38,850.00		\$ -	25.55	\$ 472.88	25.55	\$ 472.88	1.22%	1.22%
17-A	ADA RAMPS w/DETECTABLE TACTILE WARNING SURFACE	4	EA	\$ 900.00	\$ 3,600.00		\$ -		\$ -		\$ -		
17-B	CONCRETE SIDEWALK (FM)	510	SY	\$ 80.00	\$ 40,800.00		\$ -		\$ -		\$ -		
17-C	BRICK PAVERS	155	SF	\$ 15.00	\$ 2,325.00		\$ -		\$ -		\$ -		
18-A	CONCRETE MOUNTABLE CURB AND GUTTER (FM)	1410	LF	\$ 22.00	\$ 31,020.00		\$ -		\$ -		\$ -		
18-B	CURB AND GUTTER (WEST SECOND STREET) (FM)	50	LF	\$ 22.00	\$ 1,100.00		\$ -		\$ -		\$ -		
19-A	PAINTED LEGEND (STOP BAR, 12" W) (FM)	25	SF	\$ 4.00	\$ 100.00		\$ -		\$ -		\$ -		
19-B	PAINTED MARKING LEGEND DETAIL ("STOP" text) (FM) (Per MDOT Standards, Working No. PM-5, Sheet No. 6055)	49.2	SF	\$ 4.00	\$ 196.80		\$ -		\$ -		\$ -		
19-C	4" PAINTED TRAFFIC STRIP, CONTINUOUS WHITE (FM)	40	LF	\$ 1.50	\$ 60.00		\$ -		\$ -		\$ -		
19-D	PAINTED CROSSWALKS, WHITE (FM) (LADDER STYLE, 6' W, 12" STRIPE W/24" SPACE - FHWA DETAIL E634-06, SPECIFICATION FP-24, FP-14)	1	LS	\$ 400.00	\$ 400.00		\$ -		\$ -		\$ -		
19-E	STOP SIGN, (R1-1)	2	EA	\$ 300.00	\$ 600.00		\$ -		\$ -		\$ -		
19-F	SPEED LIMIT SIGN (X-R2-1-15)	2	EA	\$ 300.00	\$ 600.00		\$ -		\$ -		\$ -		
19-G	DEAD-END SIGN (X-W14-1)	1	EA	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -		
20-A	MAINTENANCE OF TRAFFIC	1	LS	\$ 3,500.00	\$ 3,500.00	0.06	\$ 210.00	0.22	\$ 770.00	0.28	\$ 980.00	22.00%	28.00%
21-A	SILT FENCE (FM)	1650	LF	\$ 4.00	\$ 6,600.00	1,480.00	\$ 5,920.00		\$ -	1,480.00	\$ 5,920.00		89.70%
21-B	INLET PROTECTION	7	EA	\$ 150.00	\$ 1,050.00		\$ -		\$ -		\$ -		
21-C	VEGETATIVE COVER (HYDROSEEDING) (FM)	9700	SY	\$ 0.62	\$ 6,014.00		\$ -		\$ -		\$ -		
21-D	CONSTRUCTION ENTRANCE	1	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00		100.00%
22-A	HOT BITUMINOUS PAVEMENT - SURFACE COURSE (MDOT ST, 9.5 MM MIX) (2" THICK) (FM)	1950	SY	\$ 20.00	\$ 39,000.00		\$ -		\$ -		\$ -		
22-B	HOT BITUMINOUS PAVEMENT (MDOT ST, 19 MM MIX) (4" THICK) (FM)	50	SY	\$ 70.00	\$ 3,500.00		\$ -		\$ -		\$ -		
XX	CLUSTER BOX POSTAL UNIT (INCLUDES PEDESTAL AND CONCRETE FOUNDATION) - 16 A SIZE DOORS - TYPE III USPS ACCESS - MODEL 3316 OR EQUAL, BY SALSBURY INDUSTRIES; INCLUDES 6'X4' X6" REINFORCED CONCRETE PAD	1	LS	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -		\$ -		
TOTAL :					\$ 659,699.80		\$ 36,497.62		\$ 150,989.10		\$ 187,486.72		

VALUE OF COMPLETED WORK	\$ 187,486.72
MATERIAL INVENTORY	\$ -
SUBTOTAL	\$ 187,486.72
LESS 5% RETAINAGE	\$ 9,374.34
APPROVED RETAINAGE REDUCTION	\$ -
TOTAL AMOUNT RETAINED TO DATE	\$ 9,374.34
NET DUE	\$ 178,112.38
LESS PREVIOUS PAYMENTS	\$ 34,672.74
TOTAL THIS ESTIMATE	\$ 143,439.64



CA-2
8/18/24

August 4, 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. 3 (FINAL)
City of Pass Christian
Police Station/EOC Emergency HVAC Replacement

Dear Mayor and Board of Aldermen:

This is to advise that the above-referenced repair project has been satisfactorily completed in conformance with the contract requirements. We therefore now recommend final settlement with the contractor, in accordance with the following documents:

1. The Final Payment Application No. 3 in the amount of contract amount of \$12,565.00;
2. Consent of Surety to Final Payment; and,
3. Contractor's Affidavit for the Release of Liens and Waivers.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink, appearing to read "Robert A. Escher", is written over the printed name "Bob Escher, P.E.".

Bob Escher, P.E.

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF 2 PAGES

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

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

APPLICATION NO: THREE (3)
APPLICATION DATE: 07/31/26
PERIOD TO: 07/31/26
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 #2026-03-03 **FINAL INVOICE**

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)	\$	251,300.00
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)	\$	251,300.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	238,735.00
8. CURRENT PAYMENT DUE	\$	12,565.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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

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: July 31, 2026

State of: MISSISSIPPI County of: HARRISON
Subscribed and sworn to before me this 31st day of JULY 2026
Notary Public: [Signature]
My Commission expires: 2026-07-26

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on 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 \$ 12,565.00

(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: [Signature] By: [Signature] Date: 8-4-26

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.



Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 8003778

PROJECT: <i>(Name and address)</i> Emergency EOC/Police Station HVAC System Replacement	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Construction	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Pass Christian 200 West Scenic Drive Pass Christian, MS 39571	CONTRACT DATED:	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424

, SURETY,

on bond of

(Insert name and address of Contractor)

Ray C. Weaver, Mechanical Contractors, Inc.
P. O. Box 2411
Gulfport, MS 39505

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 31st, 2026

(Insert in writing the month followed by the numeric date and year.)

FCCI Insurance Company

(Surety)


(Signature of authorized representative)

Susan Skrmetta, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Kim Barhum; James E. Brashier; Debbie L. Dunaway; Dewey B. Mason;
Kathleen B. Scarborough; Susan Skrmetta; Troy P. Wagener

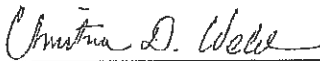
Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

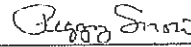
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 320535
Expires February 27, 2027


Notary Public

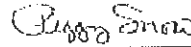
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 320535
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 31st day of July, 2026


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

**AIA**[®]**Document G706A[™] – 1994****Contractor's Affidavit of Release of Liens**

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER ☐
EMERGENCY EOC/POLICE STATION HVAC SYSTEM REPLACEMENT	CONTRACT FOR: MECHANICAL	ARCHITECT ☐
PASS CHRISTIAN, MS 39571		CONTRACTOR ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: 1/20/2026	SURETY ☐
CITY OF PASS CHRISTIAN 200 WESTSCENIC DRIVE PASS CHRISTIAN, MS 39571		OTHER ☐

STATE OF: MISSISSIPPI

COUNTY OF: HARRISON

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

RAY C. WEAVER MECHANICAL CONTRACTORS, INC.
P O BOX 2411
GULFPORT, MS 39505

BY:

(Signature of authorized representative)

JAMES W. WEAVER, JR. PRESIDENT
(Print name and title)

Subscribed and sworn to before me on this date: 7/31/26

Notary Public:

My Commission Expires: 8/11/29

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) ARCHITECT'S PROJECT NUMBER: OWNER ☐
EMERGENCY EOC/POLICE CONTRACT FOR: MECHANICAL ARCHITECT ☐
STATION HVAC SYSTEM REPLACEMENT CONTRACTOR ☐
PASS CHRISTIAN, MS SURETY ☐
TO OWNER: (Name and address) CONTRACT DATED: 1/20/2026 OTHER ☐
CITY OF PASS CHRISTIAN
200 WEST SCENIC DRIVE
PASS CHRISTIAN, MS 39571

STATE OF: MISSISSIPPI

COUNTY OF: HARRISON

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: (Name and address)

RAY C. WEAVER MECHANICAL CONTRACTORS, INC.
P O BOX 2411 - GULFPORT, MS 39505

BY:


(Signature of authorized representative)

JAMES W. WEAVER, JR. PRESIDENT

(Printed name and title)

Subscribed and sworn to before me on this date: 7/31/26

Notary Public:

My Commission Expires: 11/2029

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



August 5, 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. 2
City of Pass Christian
East Small Craft Harbor – Secure Concrete Fillers in the Bulkhead Walls

Dear Mayor and Board of Aldermen:

Please accept this Payment Application No. 2 for the above-referenced project for processing. We have reviewed this application and recommend payment in the amount of \$129,913.65 made payable to C and O Marine Construction, LLC. These funds are reimbursable under the FY21 Tidelands Trust Fund.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC


Bob Escher, P.E.

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: 2

TAX ID #: _____

APPLICATION NO: 2

DATE: 8/5/2026

PERIOD: FROM 7/1/2026 TO 7/31/2026

SHEET: 1 - 3

PROJECT: East Small Craft Harbor Repairs - Secure Concrete Fillers in the Bulkhead Walls

CONTRACTOR: C and O Marine Construction, LLC

1. ORIGINAL CONTRACT SUM	\$309,406.00
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: _____ DEDUCTIONS: \$ _____ -	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. _____)	
ADDITIONS: \$ _____ - DEDUCTIONS: \$ _____ -	
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	\$ -
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ 309,406.00
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ 184,633.41
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	60%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	62%
9. MATERIALS ON HAND (Listing Attached)	\$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ 184,633.41
12. LESS AMOUNT RETAINED (5%)	\$ 9,231.67
13. APPROVED RETAINAGE REDUCTION	\$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ 9,231.67
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ 175,401.74
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 45,488.09
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ 129,913.65

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

C and O Marine Construction, LLC

Contractor


By _____

8/5/2026

Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Covington Civil and Environmental, LLC

Engineer


By _____

8/5/2026

Date

Item #	Description	Qty.	Units	Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
				Unit Price	Est. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BID ITEMS													
1-A	MOBILIZATION	1	L.S.	\$ 16,863.00	\$ 16,863.00	1		\$ -		1	\$ 16,863.00		100.00%
2-A	10"x10" WOOD FILLERS (PER SET OF TWO)	57	SET	\$ 2,862.61	\$ 163,163.00	10		\$ 134,637.91		57	\$ 163,163.00	82.46%	100.00%
3-A	INSTALL CHANNEL BRACKETS ON EXISTING CONCRETE FILLERS (TWO PER CONNECTION)	27	EA	\$ 4,607.41	\$ 124,400.00			\$ 4,607.41		1	\$ 4,607.41	3.70%	3.70%
3-B	ADDITIONAL 2" STAINLESS-STEEL FLAT WASHER	30	EA	\$ 22.00	\$ 660.00			\$ -			\$ -		
3-C	ADDITIONAL 1" STAINLESS-STEEL HEX NUT	60	EA	\$ 36.00	\$ 2,160.00			\$ -			\$ -		
3-D	TIGHTEN EXISTING HEX NUTS (BOTH SIDES OF THE BREAKWATER)	60	EA	\$ 30.00	\$ 1,800.00			\$ -			\$ -		
2-D	ADDITIONAL 1" STAINLESS-STEEL HEX NUT	60	EA	\$ 5.00	\$ 300.00			\$ -			\$ -		
TOTAL PROJECT COST					\$ 309,406.00			\$ 139,145.32		\$ 184,633.41	44.97%	69.67%	

VALUE OF COMPLETED WORK	\$ 184,633.41
MATERIAL INVENTORY	\$ -
SUBTOTAL	\$ 184,633.41
LESS 5% RETAINAGE	\$ 9,231.67
APPROVED RETAINAGE REDUCTION	\$ -
TOTAL AMOUNT RETAINED TO DATE	\$ 9,231.67
NET DUE	\$ 175,401.74
LESS PREVIOUS PAYMENTS	\$ 45,468.09
TOTAL THIS ESTIMATE	\$ 129,933.65



July 30, 2026

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

Attn: Mayor and Board of Alderpersons

Re: Recommendation of Final Payment and Acceptance of Closeout Documents
City of Pass Christian
Hurricane Ida Repairs – Phase II

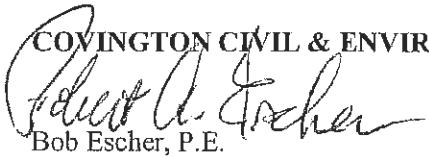
Dear Mayor and Board of Alderpersons:

This is to advise and certify that the above-referenced repair project has been satisfactorily completed in conformance with the contract requirements. We therefore now recommend final settlement with the contractor, in accordance with the following documents:

1. The Final Payment Application No. 4 in the amount of contract amount of \$31,763.34;
2. Consent of Surety to Final Payment; and,
3. Contractor's Affidavit for the Release of Liens and Waivers.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Escher", is written over the company name.
COVINGTON CIVIL & ENVIRONMENTAL, LLC
Bob Escher, P.E.

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: 4
 APPLICATION NO: 4
 PERIOD: FROM 7/16/2026 TO 7/31/2026
 PROJECT: Hurricane Ida Repairs - Phase II
 CONTRACTOR: David Rush Construction, LLC

TAX ID #: 1274-8376
 DATE: 7/31/2026
 SHEET: 1 - 3

1. ORIGINAL CONTRACT SUM	<u>\$1,270,533.80</u>
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: \$ <u>-</u> DEDUCTIONS: \$ <u>-</u>	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. <u> </u>)	
ADDITIONS: \$ <u>-</u> DEDUCTIONS: \$ <u>-</u>	
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	<u>\$ -</u>
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	<u>\$ 1,270,533.80</u>
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	<u>\$ 1,270,533.80</u>
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	<u>100%</u>
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	<u>47%</u>
9. MATERIALS ON HAND (Listing Attached)	<u>\$ -</u>
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	<u>\$ -</u>
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	<u>\$ 1,270,533.80</u>
12. LESS AMOUNT RETAINED (5%)	<u>\$ -</u>
13. APPROVED RETAINAGE REDUCTION	<u>\$ -</u>
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	<u>\$ -</u>
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	<u>\$ 1,270,533.80</u>
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$ 1,238,770.46</u>
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	<u>\$ 31,763.34</u>

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

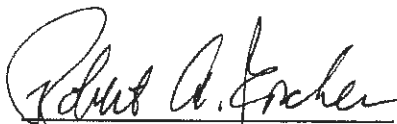
David Rush Construction, LLC
 Contractor


 By

7/31/2026
 Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Covington Civil and Environmental, LLC
 Engineer


 By

8-6-26
 Date

BID SCHEDULE NO. 1												
Item No.	Description	Qty.	Units	Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	
1-A	DEMOLITION	1	L.S.	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00		\$ -	1.00	\$ 30,000.00	100.00%
3-H	PIER C-4 TYPE 316 SS UNISTRUT SUPPORTS W/CONNECTIONS	72	EA	\$ 357.20	\$ 25,718.40	72.00	\$ 25,718.40		\$ -	72.00	\$ 25,718.40	100.00%
7-A	PIER C-4 - REMOVE AND REPLACE 2" RIGID PVC ELECTRICAL CONDUIT	500	LF	\$ 42.90	\$ 21,450.00	500.00	\$ 21,450.00		\$ -	500.00	\$ 21,450.00	100.00%
5-A	PIER C-4 FINGER PIER DECKING (APPROX. 62.4 SF DECKING)	1	LS	\$ 1,714.30	\$ 1,714.30	1.00	\$ 1,714.30		\$ -	1.00	\$ 1,714.30	100.00%
5-B	PIER C-4 FINGER PIER STRINGERS	3	EA	\$ 642.90	\$ 1,928.70	3.00	\$ 1,928.70		\$ -	3.00	\$ 1,928.70	100.00%
3-F	PIER C-4 REMOVE AND REPLACE SEWERAGE PUMPOUT PIER CONNECTORS (VACUUM SEWER HYDRANTS)	5	EA	\$ 1,428.60	\$ 7,143.00	5.00	\$ 7,143.00		\$ -	5.00	\$ 7,143.00	100.00%
3-A	REMOVE AND REPLACE 2" VACUUM SEWER PIPING - PIER C-4	565	LF	\$ 25.80	\$ 14,577.00	565.00	\$ 14,577.00		\$ -	565.00	\$ 14,577.00	100.00%
3-I	PIER C-6 TYPE 316 SS UNISTRUT SUPPORTS W/CONNECTIONS	2	EA	\$ 357.20	\$ 714.40	2.00	\$ 714.40		\$ -	2.00	\$ 714.40	100.00%
3-G	PIER C-6 REMOVE AND REPLACE SEWERAGE PUMPOUT PIER CONNECTORS (VACUUM SEWER HYDRANTS)	1	EA	\$ 1,714.30	\$ 1,714.30	1.00	\$ 1,714.30		\$ -	1.00	\$ 1,714.30	100.00%
3-B	REMOVE AND REPLACE 2" VACUUM SEWER PIPING - PIER C-5	515	LF	\$ 25.80	\$ 13,287.00	515.00	\$ 13,287.00		\$ -	515.00	\$ 13,287.00	100.00%
7-B	PIER C-5 - REMOVE AND REPLACE 2" RIGID PVC ELECTRICAL CONDUIT	360	LF	\$ 42.90	\$ 15,444.00	360.00	\$ 15,444.00		\$ -	360.00	\$ 15,444.00	100.00%
3-J	PIER C-6 TYPE 316 SS UNISTRUT SUPPORTS W/CONNECTIONS	14	EA	\$ 357.20	\$ 5,000.80	14.00	\$ 5,000.80		\$ -	14.00	\$ 5,000.80	100.00%
3-C	REMOVE AND REPLACE 2" VACUUM SEWER PIPING - PIER C-6	305	LF	\$ 25.80	\$ 7,869.00	305.00	\$ 7,869.00		\$ -	305.00	\$ 7,869.00	100.00%
7-C	PIER P-5 - REMOVE AND REPLACE 2" RIGID PVC ELECTRICAL CONDUIT	90	LF	\$ 42.90	\$ 3,861.00	90.00	\$ 3,861.00		\$ -	90.00	\$ 3,861.00	100.00%
3-K	PIER P-5 TYPE 316 SS UNISTRUT SUPPORTS W/CONNECTIONS	16	EA	\$ 357.20	\$ 5,715.20	16.00	\$ 5,715.20		\$ -	16.00	\$ 5,715.20	100.00%
3-D	REMOVE AND REPLACE 2" VACUUM SEWER PIPING - PIER P-5	300	LF	\$ 25.80	\$ 7,740.00	300.00	\$ 7,740.00		\$ -	300.00	\$ 7,740.00	100.00%
7-D	PIER P-6 - REMOVE AND REPLACE 2" RIGID PVC ELECTRICAL CONDUIT	120	LF	\$ 42.90	\$ 5,148.00	120.00	\$ 5,148.00		\$ -	120.00	\$ 5,148.00	100.00%
3-L	PIER P-6 TYPE 316 SS UNISTRUT SUPPORTS W/CONNECTIONS	24	EA	\$ 357.20	\$ 8,572.80	24.00	\$ 8,572.80		\$ -	24.00	\$ 8,572.80	100.00%
3-E	REMOVE AND REPLACE 2" VACUUM SEWER PIPING - PIER P-6	270	LF	\$ 25.80	\$ 6,966.00	270.00	\$ 6,966.00		\$ -	270.00	\$ 6,966.00	100.00%
6-A	EAST DAY PIER - WOOD PIER TIMBER SUBSTRUCTURE - 3" X 8" RUB BOARDS	10	EA	\$ 500.00	\$ 5,000.00	10.00	\$ 5,000.00		\$ -	10.00	\$ 5,000.00	100.00%
6-C	PVC PILE CAPS - EAST HARBOR DAY PIER	11	EA	\$ 85.80	\$ 943.80	11.00	\$ 943.80		\$ -	11.00	\$ 943.80	100.00%
6-B	EAST DAY PIER - WOOD PIER TIMBER SUBSTRUCTURE - 3" X 8" WALERS	3	EA	\$ 785.80	\$ 2,357.40	3.00	\$ 2,357.40		\$ -	3.00	\$ 2,357.40	100.00%
	EAST HARBOR CHANNEL MARKER LIGHTS	1	EA	\$ 1,428.60	\$ 1,428.60	1.00	\$ 1,428.60		\$ -	1.00	\$ 1,428.60	100.00%
	EAST HARBOR CHANNEL MARKERS SIGNS	1	EA	\$ 1,428.60	\$ 1,428.60	1.00	\$ 1,428.60		\$ -	1.00	\$ 1,428.60	100.00%
	EAST HARBOR CHANNEL MARKERS SIGNS	2	EA	\$ 1,428.60	\$ 2,857.20	2.00	\$ 2,857.20		\$ -	2.00	\$ 2,857.20	100.00%
	EAST HARBOR CHANNEL MARKERS SIGNS	2	EA	\$ 1,428.60	\$ 2,857.20	2.00	\$ 2,857.20		\$ -	2.00	\$ 2,857.20	100.00%
	CAMERA SYSTEM ELECTRICAL TOWER 1 - REMOVE AND REPLACE 3 SURVEILLANCE CAMERAS	3	EA	\$ 5,714.30	\$ 17,142.90	3.00	\$ 17,142.90		\$ -	3.00	\$ 17,142.90	100.00%
	CAMERA SYSTEM ELECTRICAL TOWER 1 - REMOVE AND REPLACE TRANSMITTER	1	EA	\$ 714.30	\$ 714.30	1.00	\$ 714.30		\$ -	1.00	\$ 714.30	100.00%
	CAMERA SYSTEM ELECTRICAL TOWER 6 - REMOVE AND REPLACE 3 SURVEILLANCE CAMERAS	3	EA	\$ 5,714.30	\$ 17,142.90	3.00	\$ 17,142.90		\$ -	3.00	\$ 17,142.90	100.00%
	CAMERA SYSTEM ELECTRICAL TOWER 6 - REMOVE AND REPLACE TRANSMITTER	1	EA	\$ 714.30	\$ 714.30	1.00	\$ 714.30		\$ -	1.00	\$ 714.30	100.00%
TOTAL BID SCHEDULE NO. 1					\$237,151.10		\$ 237,151.10		\$ -		\$ 237,151.10	100.00%

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 800084856

PROJECT: *(Name and address)*
City of Pass Christian, East Small Craft
Harbor, Hurricane Ida Repairs - Phase II

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*
City of Pass Christian
200 West Scenic Drive
Pass Christian, MS 39571

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

, SURETY,

on bond of

(Insert name and address of Contractor)

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

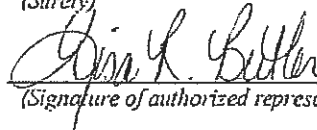
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 31st, 2026
(Insert in writing the month followed by the numeric date and year.)

Atlantic Specialty Insurance Company

(Surety)



(Signature of authorized representative)

Lisa R. Butler, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Dewey Mason, James Eley Brashier, Julie C Livingston, Kathleen Scarborough, Lisa R. Butler, Patrick Mason, Susan Skrimetta, Troy P. Wagener, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2026.

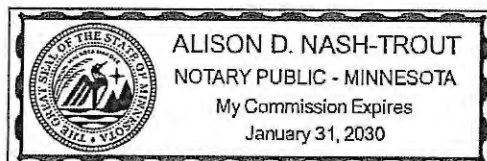
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2026, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

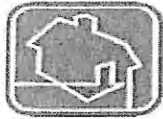
I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 31st day of July, 2026

This Power of Attorney expires
January 31, 2030




Nicole L. Pelletier, Assistant Secretary



David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT NAME & NUMBER: East Small Craft Harbor Hurricane Ida Repairs -Phase II

OWNER

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

ENGINEER

Covington Civil and Environmental
2300 14th Street
Gulfport, MS 39501

CONTRACTOR

David Rush Construction
18391 Runnymede Road,
Pass Christian, MS 39571

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the Owner, or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment
2. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment
3. Contractor's Affidavit of Release of Liens

Executed this 31st day of July 2026.

David Rush - Managing Member

David Rush - Managing Member

Printed Name and Title

STATE OF: Mississippi

COUNTY OF: Hancock

The above named, David Rush, appeared before me this July 31st of 2026, and executed the foregoing document as by our act and deed.

Notary Public:

My Commission Expires: Nov. 8, 2027





David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571
Phone: (228) 255-1286 Fax: (228) 255-8842

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT NAME & NUMBER: East Small Craft Harbor Hurricane Ida Repairs -Phase II

OWNER

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

ENGINEER

Covington Civil and Environmental
2300 14th Street
Gulfport, MS 39501

CONTRACTOR

David Rush Construction
18391 Runnymede Road,
Pass Christian, MS 39571

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.

Executed this 31st day of July 2026.

David Rush - Managing Member

David Rush - Managing Member

Printed Name and Title

STATE OF: Mississippi

COUNTY OF: Hancock

The above named, David Rush, appeared before me this July 31st of 2026, and executed the foregoing document as by our act and deed.

Notary Public:

My Commission Expires: Nov. 8, 2027





CA-5
8/18/26

August 6, 2026

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

Attn: Mayor and Board of Aldermen

Re: Recommendation of Emergency Declaration and Work Order No. 7
722 West Beach Blvd Water Main Repair

Dear Mayor and Board of Aldermen:

This is to advise the Mayor and Board of Alderpersons that on August 4, 2026, a water leak was discovered at 722 West Beach Blvd. This leak is continuing to flow and is beyond the capabilities of the City's Water and Sewer Operator due to its location beneath the sidewalk on Highway 90 and between the travel lanes of Highway 90 and the retaining wall on the adjacent property. This work also requires obtaining a permit for a lane closure on westbound Highway 90 and for also working within the MDOT right-of-way. The cause of the damage has not yet been determined but is suspected that it may have resulted from workers boring underground cable for AT&T; We don't believe the leak has started to undermine Highway 90 yet, but it is imperative that it be repaired as soon as practicable. The annual unit price contractor is prepared to begin the repair work as soon as he receives the MDOT permit.

Because of this urgent need to make these repairs, we recommend the Mayor and Board of Alderman declare these repairs an emergency condition and approve the work order authorizing the emergency repairs.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink, appearing to read "Robert A. Escher", is written over the company name.

Bob Escher, P.E.

WORK ORDER

No. 7

Dated 8/6/2028

Owner's Project No. _____

Engineer's Project No. 16481.08

Project 722 West Beach Blvd Water Main Repair

Owner City of Pass Christian

Contractor DNA Underground, LLC

Contract Date 5/13/2026

Contract For 722 West Beach Blvd Water Main Repair

To: DNA Underground, LLC

Contractor:

You are authorized to perform the following scope of work:

Owner City of Pass Christian

By _____
MAYOR

Date _____

Nature of the Work

1. Labor and equipment to make emergency repairs to a 8" water main and/or a 3/4" water service assembly at 722 West Beach Blvd.

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

Work Order Price _____ \$20,197.00

Contract Time* _____ 14 _____ Calendar Days.

*14 calendar days from receipt of all materials, after which the Notice to Proceed will be issued to begin work.

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

Covington Civil and Environmental
ENGINEER

by _____

Date _____

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

DNA Underground, LLC

CONTRACTOR

by

Date

8/6/2026

ATTACHMENT TO WORK ORDER NO. 7

Item No.	Description of Unit Price Items	Unit	Qty	Unit Price	Ext. Total
2	Mobilization (Work Order \$10,000- \$50,000)	Each	1.00	\$6,000.00	\$6,000.00
6	Removal of Concrete Pavement	SY	9	\$ 8.00	\$72.00
8	Sawcutting Concrete Pavement (All Depths)	LF	40	\$ 3.00	\$120.00
17	8" Water Main, PVC	LF	10	\$ 48.00	\$480.00
21	Bacteriological Test	Each	5	\$ 550.00	\$2,750.00
22	Ductile Iron Fittings	LBS	750	\$ 7.00	\$5,250.00
31	3/4" Single Water Service Assembly	Each	1	\$ 460.00	\$460.00
59	Pipe Foundation Material (PM)	C.Y.	3	\$ 95.00	\$285.00
60	Select Sandy Backfill (FM)	C.Y.	5	\$ 20.00	\$100.00
67	Concrete Sidewalk Restoration - Min. 4" Finished Thickness	S.Y.	9	\$ 80.00	\$720.00
78	Traffic Control Barrel	Ea/Day	69	\$ 20.00	\$1,380.00
80	Traffic Control Signs	Ea/Day	9	\$ 20.00	\$180.00
81	Traffic Control - Arrow Board	Ea/Day	3	\$ 800.00	\$2,400.00
Total Estimated Cost					\$20,197.00



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2027

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

2027 City of Pass Christian Infrastructure Improvements

2. Location of Project:

Multiple locations across the City of Pass Christian

3. Requesting Organization:

City of Pass Christian

4. Requesting Organization Representative:

a. Name: Kenny Torgeson

e. Address:

200 West Scenic Drive
Pass Christian, MS

b. Position: Mayor

c. Phone: 228 452 3310

f. Email:

Ktorgeson@Pass christian.ms.gov

d. Fax:

5. Funding Requested:

\$6,340,000.00

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

☐ Yes

☒ No

7. If yes, enter amount and source of additional funds:

Amount:

Source of Additional Funds:

8. Total Project Funds

\$6,340,000.00



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2027

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

To improve the infrastructure in areas of town where it is known to be deficient as well as to provide for safe and reliable sewer collection in one of the more

This project will serve to replace a portion of the existing failing and inadequate infrastructure within the city limits of Pass Christian. The existing infrastructure was constructed during the 1950's and 1960's and is still comprised of outdated and undersized material that has been repaired numerous times through the years. With the increase in activity in development activity in these areas, due to continued efforts to rebuild post Hurricane Katrina, upgrades to existing fiber optic infrastructure, gas service and industrial activity due to an upswing in the economy, the city has been experiencing frequent failures in the aging infrastructure that was not replaced after federally declared disasters. The new infrastructure will help to maintain adequate services for the industrial and business growth in the area. This project will also serve to improve the functionality and effectiveness of the transport of sanitary sewage to the nearby publicly owned wastewater treatment plant (WWTP).

10. LIST Project Goals/Objectives:

To provide a safe and reliable municipal infrastructure in one of the more growing and industrialized areas of the Mississippi Gulf Coast, in an effort to provide better services eliminate the potential for contamination of adjacent surface waters and marsh.



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GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2027

PROJECT SUMMARY

11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Check all that apply. Explain SPECIFICALLY and in detail how the project meets the required criteria.

- ☒ (A) *Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses*

This project will serve to continue to protect coastal areas by repairing failing infrastructure thereby eliminating potential sources of contamination to coastal areas.

- ☐ (B) *Mitigation of damage to fish, wildlife, or natural resources.*

- ☐ (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

- ☐ (D) *Mitigation of the impact of Outer Continental Shelf activities through funding of onshore infrastructure projects.*



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GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2027

PROJECT SUMMARY

12. Project Timetable/Milestones:

0 6 Months Design
6 9 months Advertise and award the project
9 months 12 months Construction of the project

13. Project Timing



Short-term (3 year or less)



Deferred/long-term (3-5 years)



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2027

APPLICATION SUMMARY

14. Current status of architectural/engineering plans & specifications for this project (if applicable): *Check one from each group.*

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

- Group 2:** ☐ Paid for
☐ Funds budgeted
☒ Funds not budgeted

15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?

By improving failing infrastructure and eliminating potential sources of contamination to adjacent surface waters and coastal environments, this will aid in protecting marine resources and the public health from contaminants.



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2027

APPLICATION SUMMARY

16. Estimated number of years to completion: 2

17. Estimated Completion Date: 12 28

18. Prioritize if your agency has submitted multiple projects:

1

SIGNATURES

Requesting Agency Representative:

Signature

Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

*Progress notes must be submitted quarterly on all projects funded by GOMESA.

**Before submitting application, please make sure to complete the Budget form on page 7.



ENHANCE • PROTECT • CONSERVE

GOMESA PHASE II PROJECT FUNDING Request for Funding FY2027

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 985,000.00
Legal	
Consulting	
Construction	\$ 5,355,000.00
Site Work	
Equipment	
Indirects	
Other	
Total	\$ 6,340,000.00

CA-7
8/18/24

**INSURANCE PROPOSAL
PREPARED FOR:**

CITY OF PASS CHRISTIAN
200 West Scenic Drive
Pass Christian MS 39571

PRESENTED BY:
Albert Betz, CIC, ACI

BETZ ROSETTI
A WAVE **& ASSOCIATES**

INSURANCE AND RISK SOLUTIONS

2304 19th Street, Suite 102
Gulfport MS 39501
Phone: (228) 701-0200
www.betzrosetti.com

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. This is only a summary and the terms and conditions of any policy issued will take precedence over the proposal.

SERVICING TEAM

Albert Betz, CIC, ACI
Producer

(228) 701-0200 Office
(228) 867-2500 Fax
(228) 265-0907 Cell
albert@betzrosetti.com

Haidee Gerald, CISR Elite, CRIS, CSRM, MLIS
Account Manager

(228) 701-0200 Office
(228) 867-2500 Fax
haidee@betzrosetti.com

Mary Alexander
Claims Manager

(228) 701-0200 Office
(228) 867-2500 Fax
mary@betzrosetti.com

GENERAL LIABILITY LIMITS

Issuing Company: Berkley Specialty
Policy Term: 8/28/2026 - 8/28/2027

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	Included
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	Not Included
Animal-Related BI/PD Aggregate	\$100,000
Animal-Related BI/PD - Occurrence	\$50,000

HAZARD SCHEDULE

Loc #	Bldg #	Class Code	Classification	Rating Basis	Annual Exposure
1	1	46671	Dog Park - 1.147 Acres Parks or Playgrounds	Area - Per 1,000/Sq Ft	1

Subject to Audit

The proposed premium is based on the above estimates of annual exposures. This policy is subject to an Annual audit. A deposit premium will be collected at the time of inception. Adjustments in the premium will be done when the policy expires.

GENERAL LIABILITY TERMS & CONDITIONS

25% Minimum Earned Premium

All Fees are 100% Fully Earned and Non-Refundable

EMN2002 1024 Surplus Lines Producer Information

EMJ0001 1023 Commercial Lines Policy Jacket

IL0017 1198 Common Policy Conditions

IL0021 0908 Nuclear Energy Liability Exclusion Endorsement

IL0282 0908 Mississippi Changes - Cancellation And Nonrenewal

EMN2000 1023 U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice To Policyholders

EMN2003 1023 W.R. Berkley Corporation Notice of Privacy Policies

PN0003 0223 Policy Renewal Notification

EMD1000 0725 Common Policy Declarations

CG0001 0413 Commercial General Liability Coverage Form

CG2011 1219 Additional Insured - Managers Or Lessors Of Premises

CG2107 0514 Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included

CG2144 0417 Limitation Of Coverage To Designated Premises, Project Or Operation

CG2146 0798 Abuse Or Molestation Exclusion

CG2147 1207 Employment-Related Practices Exclusion

CG2173 0115 Exclusion of Certified Acts of Terrorism

CG2196 0305 Silica or Silica-Related Dust Exclusion

CLOC 0502 Location Schedule

BR013 0313 Minimum Earned Premium Endorsement

EGD1001 1024 Commercial General Liability Coverage Part Declarations

BR1400 0124 Service Of Suit

BR1411 0124 Economic Or Trade Sanctions Endorsement

BR5225G 0124 Exclusion -Events

BR5175G 0124 Exclusion - Microorganisms, Biological Organisms, Bioaerosols or Organic Contaminants

BR5153G 0124 Exclusion -Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft

BR5275G 0124 Amendment of Conditions - Premium Audit

BR5127G 0523 Exclusion - Biometric Information

BR5163G 0124 Exclusion -Total Pollution

BR5155G 0124 Exclusion - All Assault or Battery

BR5328G 0124 Exclusion - Asbestos

BR5118G 0521 Exclusion - Total Liquor Liability

BR5082G 1119 Amendment of Conditions - Other Insurance

EMO3000 1023 Schedule Of Forms And Endorsements

BR5217G 0124 Exclusion -Weapons

BR5172G 0124 Exclusion -Toxic Metals

BR5235G 0124 Animal-Related Bodily Injury or Property Damage Limited Liability Coverage

BR5128G 0525 Total Perfluoroalkyl And Polyfluoroalkyl Substances (Pfas) Exclusion

BR5259G 0124 Exclusion - Communicable or Infectious Disease

BR5121G 0621 Exclusion - Punitive or Exemplary Damages

BR5159G 0124 Amendment of Definitions -Insured Contract (Limited Form)

BR902I 0816 Changes - Civil Union or Domestic Partnership

BR5154G 0124 Exclusion - Medical Payments

BR5294G 0124 Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)

BR5116G 0321 Exclusion - Injury to Employees, Contractors, Volunteers and Other Workers

BR5006G 1012 Exclusion - Cross Suits

GENERAL LIABILITY

The Commercial General Liability policy provides the insurance protection needed to pay damages for bodily injury or property damages for which the insured is legally responsible. The policy provides coverage for liability arising from personal injury and advertising injury. Coverage for medical expense is also provided. The policy also covers accidents occurring on the premises or away from the premises. Coverage is provided for injury or damages arising out of goods or products made or sold by the named insured. The insured is the named insured and the employees of the named insured. However, several individuals and organizations, other than the named insured, may be covered, depending upon certain circumstances specified in the policy. In addition to the limits, the policy provides supplemental payments for attorney fees, court costs and other expenses associated with a claim or the defense of a liability suit.

There are two commercial general liability coverage forms available, the occurrence form and the claims-made form. Both forms are somewhat identical in the coverage offered. The main difference is in the way the claims are handled under the two forms. The occurrence form covers bodily injury or property damage claims that occur during the policy term, regardless of when the claim is reported. The claims-made policy form only covers claims made against the insured during the policy term. A claim made after the policy expires is not covered by a claims-made policy unless the claim is covered by an extended reporting period. The claims-made policy will only have the extended reporting period. The following reflect both forms.

General Aggregate

The General Aggregate Limit is the most money the insurer will pay under a certain coverage for all claims occurring during the policy term.

Premises/Operations

Coverage is provided for damages arising out of ownership or occupancy of the insured premises when not maintained in a reasonable manner. This also covers damages arising out of operations performed by the insured's business.

Products/Completed Operations

Products coverage is provided for damages arising out of products manufactured, sold, handled or distributed by the insured. Completed Operations covers damages occurring after operations have been completed or abandoned, or after an item is installed or built and released for its intended purpose.

Medical Expense Limit

Medical payments coverage pays medical expenses resulting from bodily injury caused by an accident on premises owned or rented by the insured, or locations next to such property, or when caused by the insured's operations. These payments are made without regard to the liability of the insured.

Fire Damage Limit

The fire damage limit provides coverage for fire damage caused by negligence on the part of the insured to premises rented to the named insured. If a fire occurs because of negligence of the insured and causes damage to property not rented to the insured, coverage would be provided under the occurrence limit.

Personal Injury

Personal injury means injury other than bodily injury. Coverage is provided for injury resulting from offenses such as false arrest, malicious prosecution, detention or imprisonment, the wrongful entry into, wrongful eviction from and other acts of invasion, or rights of private occupancy of a room. Coverage for libel and slander is also provided in the policy.

Advertising Injury

This coverage pays for damages done in the course of oral or written advertisement that disparages, libels or slanders a person's or organization's goods, products or services. Coverage for these offenses is provided under advertising injury coverage only if they occur during the course of advertising the named insured's own goods, products or services.

Each Occurrence

Each occurrence is considered to be an accident, which could include continuous or repeated exposure to the same harmful conditions. An occurrence can also be a sudden event, or a result of a long term series of events.

CLAIMS MADE FORM ONLY

Basic Extended Reporting Period (Basic Tail)

This coverage is provided automatically without an additional premium charge if coverage is canceled, not renewed, or the insurer renews with a later retroactive date. The basic extended reporting period starts at the end of the policy period and lasts for five years for claims made against the insured within the five year period and reported to the insurer within 60 days after the end of the policy period.

Supplemental Extended Reporting Period (Supplemental Tail)

The supplemental extended reporting period is available under the same circumstances as the basic one. However, it becomes effective only if the named insured makes a written request within 60 days after the termination of the policy period and the additional premium is paid. The supplemental extended reporting period begins when the basic one ends, and it continues forever. It cannot be canceled by the insured or the insurer. The supplemental tail endorsement would provide coverage for claims reported to the insurer within sixty days after the end of the policy period but did not result in a claim being made against the insured until after the end of the five year policy period.

Other types of occurrence or offenses that are unknown by the insured and therefore not reported within the sixty days after the end of the policy period could also be covered by the supplemental tail. When the tail is purchased the policies general aggregate limit and the products/completed operations aggregate limit is reinstated.

Retroactive Date

The retroactive date shown in the policy declarations is the same as the inception date, or the retroactive date can be a date prior to the inception date. A policy can also be written with no retroactive date.

SUMMARY

COVERAGE	EXPIRING PREMIUM	RENEWAL PREMIUM
General Liability	\$ 1,254.83	\$ 1,369.58

ARE YOU EXPOSED??? OTHER LINES OF COVERAGE TO CONSIDER:

- AUTO LIABILITY
- PROFESSIONAL LIABILITY
- EMPLOYMENT PRACTICES LIABILITY
- CYBER LIABILITY

DID YOU KNOW....BETZ ROSETTI & ASSOCIATES NOW OFFER A FULL SUITE OF PERSONAL LINES COVERAGES FOR YOUR HOME, AUTO, BOAT, AND PERSONAL LIABILITY. LET US OFFER YOU A QUOTE TODAY.



August 11, 2026

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

Attn: Mayor and Board of Aldermen

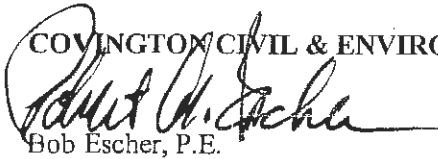
Re: Recommendation of Payment Application No. 7
City of Pass Christian
West Bulkhead Wall Repairs
16524.087

Dear Mayor and Board of Aldermen:

Please accept this Payment Application No. 7 for the above-referenced project for processing. We have reviewed this application and recommend payment in the amount of \$136,465.88 payable to Gill's Crane & Dozer Service, Inc. This payment application is reimbursable under the 2024 GOMESA Grant

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Bob Escher, P.E.

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: 7
APPLICATION NO: 7
PERIOD: FROM 7/1/2026 TO 7/31/2026
PROJECT City of Pass Christian, West Bulkhead Wall Repairs
CONTRACTOR: Gill's Crane & Dozer Service, Inc.

TAX ID #: 72-0832904
DATE: 8/11/2026
SHEET: 1 - 2

1. ORIGINAL CONTRACT SUM	\$ 2,195,895.00
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
(List Contract Modification Nos. <u>1,2</u>)	
ADDITIONS: \$ <u>809,480.00</u>	DEDUCTIONS: \$ <u>(2,500.00)</u>
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. <u>3,4</u>)	
ADDITIONS: _____	DEDUCTIONS: _____
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	\$ 806,980.00
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ 3,002,875.00
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ 2,819,975.00
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	94%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	60%
9. MATERIALS ON HAND (Listing Attached)	\$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ 2,819,975.00
12. LESS AMOUNT RETAINED (2.5%)	\$ 70,499.38
13. APPROVED RETAINAGE REDUCTION	\$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ 70,499.38
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ 2,749,475.63
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 2,613,009.75
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ 136,465.88

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Gill's Crane & Dozer Service, Inc.
Contractor


By BRETT J. AUDIBERT, CORP. SEC.

8/11/2026
Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Covington Civil and Environmental, LLC
Engineer


By BOB ESCHER, P.E.

8/11/2026
Date

Item #	Description	Qty	Units	Bid Amount		Previous Applications		Current Application		Total-To-Date		% Complete	% Complete
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BASE BID - GOMESA Funded													
1-A	MOBILIZATION	1	LS	\$ 200,000.00	\$ 200,000.00	1.00	\$ 200,000.00		\$ -	100.00%	\$ 200,000.00		100.00%
2-A - CO #2	DEMOLITION	1.14	LS	\$ 95,000.00	\$ 107,825.00	1.00	\$ 95,000.00	0.14	\$ 12,825.00	1.14	\$ 107,825.00	14%	100.00%
2-B	REMOVAL OF BURIED DEBRIS	326	CY	\$ 20.00	\$ 6,520.00	326.00	\$ 6,520.00		\$ -	326.00	\$ 6,520.00		100.00%
3-A	CLEAN GRANULAR FILL	675	CY	\$ 30.00	\$ 20,250.00	207.00	\$ 6,210.00		\$ -	207.00	\$ 6,210.00		30.67%
4-A	PERMANENT WALL ANCHORS	1	LS	\$ 252,375.00	\$ 252,375.00	1.00	\$ 252,375.00		\$ -	1.00	\$ 252,375.00		100.00%
5-A	12" x 12" PRESTRESSED CONCRETE WALER	326	L.F.	\$ 100.00	\$ 32,600.00	318.00	\$ 31,800.00		\$ -	318.00	\$ 31,800.00		97.55%
5-B	PRESTRESSED CONCRETE SHEET PILING	10,560	S.F.	\$ 110.00	\$ 1,161,600.00	10272.00	\$ 1,129,920.00		\$ -	10,272.00	\$ 1,129,920.00		97.27%
5-C	FLOWABLE FILL	320	C.Y.	\$ 250.00	\$ 80,000.00	90.00	\$ 22,500.00		\$ -	90.00	\$ 22,500.00		28.13%
6-A	CONCRETE CAP	320	L.F.	\$ 250.00	\$ 80,000.00	320.00	\$ 80,000.00		\$ -	320.00	\$ 80,000.00		100.00%
6-B	SIDEWALK PAVING WITH DRAINS	295	S.Y.	\$ 350.00	\$ 103,250.00	288.00	\$ 100,800.00		\$ -	288.00	\$ 100,800.00		97.63%
8-A	PIER RESTORATION - PIER P-2	1	EA.	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00		100.00%
8-B	PIER RESTORATION - CHARTER FISHING AREA	1	L.S.	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00		100.00%
8-C - CO#3	PIER RESTORATION - PIER P-3	1	L.S.	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -		\$ -		
9-A	UTILITY RESTORATION - PIER P-2	1	L.S.	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00		100.00%
9-B	UTILITY RESTORATION - CHARTER FISHING AREA	1	L.S.	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00		100.00%
9-C	UTILITY RESTORATION - PIER P-3	1	L.S.	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00	100.00%	100.00%
10-A- CO #2	3" ASPHALT PATCHING	1,175	S.Y.	\$ 50.00	\$ 58,750.00	1120.00	\$ 56,000.00		\$ -	1,120.00	\$ 56,000.00		95.32%
10-B- CO #2	8" LIMESTONE BASE	820	S.Y.	\$ 50.00	\$ 41,000.00	478.00	\$ 23,900.00		\$ -	478.00	\$ 23,900.00		58.29%
11-A	8' VINYL-COATED CHAIN LINK FENCE	210	LF	\$ 80.00	\$ 16,800.00		\$ -		\$ -		\$ -		
11-B	FENCE/GATE ASSEMBLY - PIER P-2 W/SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -		
11-C	FENCE/GATE ASSEMBLY - EXCURSION PIER W/SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -		
11-D	FENCE/GATE ASSEMBLY - PIER P-3 W/SIGNAGE	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -		
TOTAL REVISED BID SCHEDULE NO. 1					\$ 2,245,970.00		\$ 2,050,025.00		\$ 27,825.00		\$ 2,077,850.00	1.24%	92.51%
CHANGE ORDER NO. 1 - GOMESA Funded													
CO#1&3	REMOVE AND DISPOSE OF EXISTING TIMBER PILES LOCATED BENEATH THE CHARTER FISHING AREA	12	EA	\$ 750.00	\$ 9,000.00	12.00			\$ -	12.00	\$ 9,000.00		100.00%
SUBTOTAL					\$ 9,000.00				\$ -		\$ 9,000.00		
CHANGE ORDER NO.3 - GCRF Funded													
1-A	REMOBILIZATION OF WALL ANCHOR SUBCONTRACTOR	1	LS	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00		\$ -	1.00	\$ 35,000.00		100.00%
2-A	DEMOLITION	1	LS	\$ 15,000.00	\$ 15,000.00	0.80	\$ 12,000.00	0.20	\$ 3,000.00	1.00	\$ 15,000.00	20.00%	100.00%
2-B	REMOVAL OF BURIED DEBRIS	27	CY	\$ 20.00	\$ 540.00		\$ -	27.00	\$ 540.00	27.00	\$ 540.00	100.00%	100.00%
3-A	CLEAN GRANULAR FILL	65	CY	\$ 30.00	\$ 1,950.00	37.00	\$ 1,110.00		\$ -	37.00	\$ 1,110.00		56.92%
4-A	PERMANENT WALL ANCHORS	1	LS	\$ 370,775.00	\$ 370,775.00	1.00	\$ 370,775.00		\$ -	1.00	\$ 370,775.00		100.00%
5-A	12" x 12" PRESTRESSED CONCRETE WALER	27	L.F.	\$ 100.00	\$ 2,700.00		\$ -	30.00	\$ 3,000.00	30.00	\$ 3,000.00	111.11%	111.11%
5-B	PRESTRESSED CONCRETE SHEET PILING	864	S.F.	\$ 110.00	\$ 95,040.00		\$ -	980.00	\$ 105,600.00	980.00	\$ 105,600.00	111.11%	111.11%
5-C	FLOWABLE FILL	27	C.Y.	\$ 250.00	\$ 6,750.00		\$ -		\$ -		\$ -		
5-D	GALVANIZED STEEL WALER	109	L.F.	\$ 650.00	\$ 70,850.00	109.00	\$ 70,850.00		\$ -	109.00	\$ 70,850.00		100.00%
6-A	CONCRETE CAP	27	L.F.	\$ 250.00	\$ 6,750.00		\$ -		\$ -		\$ -		
6-B	SIDEWALK PAVING WITH DRAINS	24	S.Y.	\$ 350.00	\$ 8,400.00		\$ -		\$ -		\$ -		
10-A	3" ASPHALT PATCHING	29	S.Y.	\$ 50.00	\$ 1,450.00		\$ -		\$ -		\$ -		
10-B	8" LIMESTONE BASE	29	S.Y.	\$ 50.00	\$ 1,450.00		\$ -		\$ -		\$ -		
SUBTOTAL CHANGE ORDER NO. 3					\$ 616,655.00		\$ 489,735.00		\$ 112,140.00		\$ 601,875.00		

CHANGE ORDER NO.4 - EXCURSION PIER REPAIRS - Tidelands FY22 Funded												
TO PROVIDE LABOR MATERIALS AND EQUIPMENT NECESSARY TO MAKE THE PERMANENT REPAIRS TO THE EXCURSION PIER PER PLANS AND SPECIFICATIONS PROVIDED	1	LS	\$ 131,250.00	\$ 131,250.00	1.00			\$ -	1.00	\$ 131,250.00		100.00%
SUBTOTAL CHANGE ORDER NO. 4				\$ 131,250.00				\$ -		\$ 131,250.00		
TOTAL REVISED CONTRACT AMOUNT				\$ 3,002,875.00				\$ 139,965.00				
TOTAL AMOUNT DUE										\$ 2,819,975.00		

VALUE OF COMPLETED WORK	\$ 2,819,975.00
MATERIAL INVENTORY	
SUBTOTAL	\$ 2,819,975.00
LESS 2.5% RETAINAGE	\$ 70,499.38
APPROVED RETAINAGE REDUCTION	\$ -
TOTAL AMOUNT RETAINED TO DATE	\$ 70,499.38
NET DUE	\$ 2,749,475.63
LESS PREVIOUS PAYMENTS	\$ 2,613,009.75
TOTAL THIS ESTIMATE	\$ 136,465.88

State of Mississippi
Unified Judicial System

STATE OF Mississippi
ABSTRACT OF COURT RECORD

Agency
2405

Case Number
2310R-107

Court Date
July 8, 2026

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

VIOLATION

Charge Descript PETIT LARCENY
Offense Date/Loc. October 19, 2023 0:00 AM / WALMART

Arresting Officer AFFIDAVIT, PRIVATE

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

DEFENDANT INFORMATION

BARRY R WASHINGTON

Social Security #
Driver License #
Sex M
Race B
Date of Birth
Eyes
Hair
Weight 240
Height 5 ft, 11 in.
Age @ Offense

VEHICLE INFORMATION

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

JUDGMENT:

\$1,000.00 IN RESTITUTION

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:

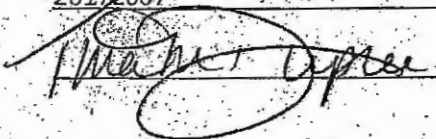
DOCKET 25MC00081

CASE 2310R-107

SIGNED [Signature]

TITLE

MUNICIPAL COURT CLERK

State of Mississippi Unified Judicial System	STATE OF Mississippi ABSTRACT OF COURT RECORD	Agency 2405	Case Number 20172007
Pass Christian Municipal Court 105 Hiern Avenue Pass Christian, Mississippi 39571 (228) 452-3307 County: Harrison		Court Date December 1, 2017	
DEFENDANT INFORMATION ANTOINE BIGGS		VIOLATION Charge Descript: <u>SIMPLE ASSAULT</u> Offense Date/Loc: <u>October 19, 2017 0:00 AM / 389 SEAL AVENUE</u> Arresting Officer: <u>AFFIDAVIT, PRIVATE</u> Bond Company: _____ Amount of Bond: <u>0.00</u> Received Type of Bond: _____ Attorney for Def: _____	
Social Security # _____ Eyes: <u>BROWN</u> Driver License # _____ Hair: <u>BLACK</u> Sex: <u>M</u> Weight: <u>180</u> Race: <u>B</u> Height: <u>5 ft. 3 in.</u> Date of Birth: _____ Age @ Offense: _____		VEHICLE INFORMATION Registration (Tag) No. _____ State _____ Year _____ Vehicle Model Year: <u>0000</u> Make _____ Type _____	
JUDGMENT: 30 DAYS S/S FOR PAYMENT OF VICTIMS MEDICAL BILLS TOTALING \$1,320.43. REVIEW IN 3 MONTHS. \$500.00 SUSPEND \$400.00.			
Bail Forfeited ☐ Appealed ☐ Fine Paid ☐ Balance ☐ <u>F. PHILIP WITTMANN IV</u> Judge / Magistrate			
I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF MY COURT RECORD AS RECORDED IN:			
DOCKET <u>17MC00374</u>			
CASE <u>20172007</u>			
SIGNED <u></u>		TITLE <u>MUNICIPAL COURT CLERK</u>	

JA-18
8/18/26

RECEIPT

ID

5c8cd4c1-9d8f-4157-866d-64af30bbd78d

DUE 08/01/2026

STATUS Settled 02/10/2026 with Check #1784

CUSTOMER

Ashley and Angela Evans

+1 601-918-0613

ashley.angela.evans@gmail.com



Pass Christian Harbor
200 West Scenic Drive
Pass Christian, MS 39571
+1 228-452-5128

ITEM	TOTAL
Pleasure Utilities >30' 03/01/2026 - 03/31/2026 \$1.25/month	\$20.00
Pleasure Utilities Minimum 03/01/2026 - 03/31/2026 \$30.00/month	\$30.00
Pleasure Utilities >30' 04/01/2026 - 04/30/2026 \$1.25/month	\$20.00
Pleasure Utilities Minimum 04/01/2026 - 04/30/2026 \$30.00/month	\$30.00
Pleasure Utilities >30' 05/01/2026 - 05/31/2026 \$1.25/month	\$20.00
Pleasure Utilities Minimum 05/01/2026 - 05/31/2026 \$30.00/month	\$30.00
Pleasure Utilities >30' 06/01/2026 - 06/30/2026 \$1.25/month	\$20.00

[illegible]

Total	\$1,384.14
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DETAILS

Contract #7MP3PFQPYD4

Count Down, Stevens 47

04/01/26 - 09/30/26

**CITY OF PASS CHRISTIAN
BOARD OF ALDERMEN MEETING**

MEETING & HEARING DATE: August 18, 2026

ACTION REQUESTED: Lot merge of Tax parcel numbers 0512M-01-013.000 and 0512M-01-014.000, located at 137 Spence Drive

APPLICANT AND OWNER: Isaac Keel

REVIEWED BY: Melodie Hayes, City Planner

RECOMMENDATION: Recommend approval to Board of Aldermen

CURRENT ZONING: T3R

Background

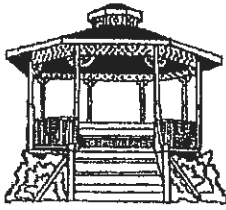
The applicant is requesting to be able to merge two parcels into one parcel located at 137 Spence Drive and Tax parcel Numbers 0512M-01-013.000 and 0512M-01-014.000.

The current zoning is T3R and allows for single family dwellings and single-family use types of structures. In this case, the owner wants to install a shed type structure and if the lots were left as two separate lots, then the undeveloped lot would not allow for an accessory structure without a primary structure and the current lot is at its' maximum lot coverage. However, the best option is to combine the two parcels into one larger parcel to accommodate the new shed structure.

The combined parcel will have an approximate 57,270 sq. ft. in lot size and is well in compliance with city regulations for aT3R which have minimum lot sizing of 7,260 sq. ft. and 60 feet in width. The new lot will be approximately 150-178.3 in width depending on the location as this is a corner lot.

Planning staff has reviewed the request and recommends approval to allow the lot split in order to promote development and best use for this property.

24/585



Application for Re-Subdivision

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

Applicant's Name:	ISAAC KEEL
Applicant's Address:	137 Spence Drive
Applicant's Phone(s):	228-342-0890
Applicant's Email:	keel0890@gmail.com
Applicant's Signature	Date: 7/30/26

Owner's Name:	ISAAC KEEL
Owner's Address:	137 Spence Drive
Owner's Phone(s):	228-342-0890
Owner's Email:	keel0890@gmail.com
Owner's Signature	Date: 7/30/26

Number of Existing Parcels / Lots: 2	☒ Merge ☐ Split	Number of Parcels / Lots To be Created: 1
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Parcel ID #: 0512M-01-013.000	Parcel Address: 137 Spence Drive
Parcel ID #: 0512M-01-014.000	Parcel Address: 137 Spence Drive
Parcel ID #:	Parcel Address:
Parcel ID #:	Parcel Address:
Parcel ID #:	Parcel Address:

Application Fee of \$162.00 is due upon receipt by the Planning Department.	
Date: 7/30/26	By: [Signature]

215.8
+ 100 = 315.8

150
or 178.3

381.8 x 150 =
57,270



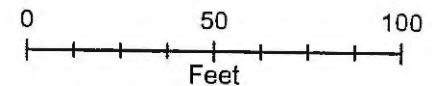
These data are maintained by Dusty L. Reed of the Harrison County GIS department in collaboration with other local agencies. Harrison County GIS Dept.
0512M-01-018.000

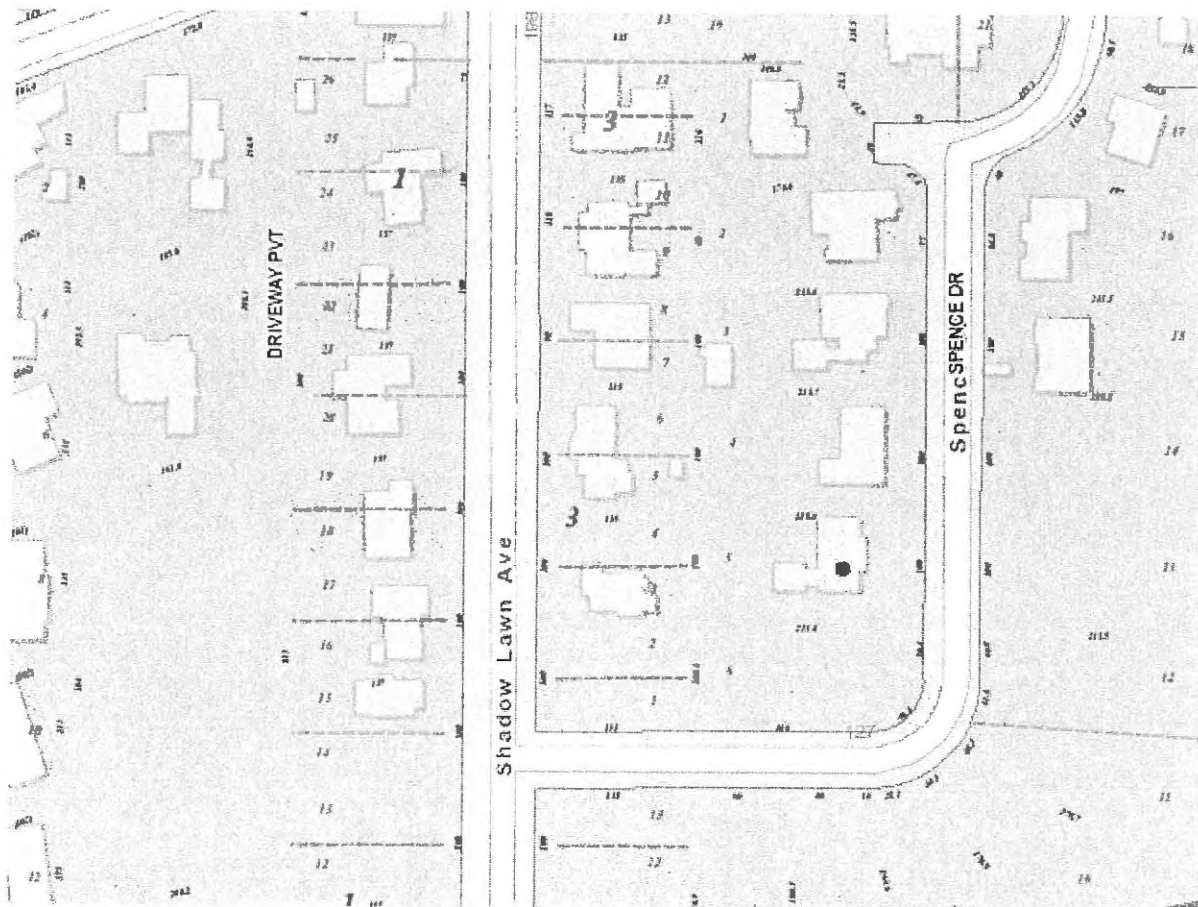


HARRISON COUNTY, MISSISSIPPI

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: July 30, 2026







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.

2025 Landroll Information				
KEEL ISAAC JOHN 137 SPENCE DR PASS CHRISTIAN, MS 39571 Physical Street Address: 133 SPENCE DR				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0512M-01-014.000	62940	3P		1
Supervisor District:		Subdivision:		
3		SHADOWLAWN ON THE GULF REPLAT		
Exemption Code				
Non-Exempt				
Section	Township	Range		
21	08	12		
Instrument Number(s)				
2023-0023336-D-J1, 2021-0030535-D-J1, 2006-0004111-D-J1, 1657/0508, 1247/0151, 1009/0270				
Acres	Land Value	Improvements	Total Value	Assessed Value
0	41400	0	41400	6211 0 / 6210
Legal Description				
LOT 6 SHADOWLAWN ON THE GULF REPLAT				

2025 Landroll Information				
KEEL ISAAC JOHN 137 SPENCE DR PASS CHRISTIAN, MS 39571 Physical Street Address: 137 SPENCE DR				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0512M-01-013.000	62939	3P	Regular	1
Supervisor District:		Subdivision:		
3		SHADOWLAWN ON THE GULF REPLAT		
Exemption Code				
Non-Exempt				
Section	Township	Range		
21	08	12		
Instrument Number(s)				
2023-0023336-D-J1, 2021-0030535-D-J1, 1410/0434, 1387/0422, 1280/0505, 1098/0052				
Acres	Land Value	Improvements	Total Value	Assessed Value
0	46000	344321	390321	39032 39032.1 / 0
Legal Description				
LOT 5 SHADOWLAWN ON THE GULF REPLAT				

**CITY OF PASS CHRISTIAN
BOARD OF ALDERMEN MEETING**

MEETING & HEARING DATE: August 18, 2026

ACTION REQUESTED: Lot merge for tax parcel number 0512M-02-025.000 and 0512M-02-026.000, located at 112 Hursey Ave

APPLICANT AND OWNER: Andy and Renee Frost

REVIEWED BY: Melodie Hayes, City Planner

RECOMMENDATION: Recommend approval to Board of Aldermen

CURRENT ZONING: T3R

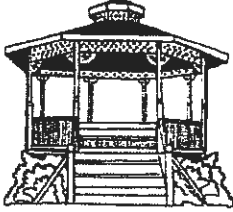
Background

The applicant is requesting to be able to merge two parcels into one parcel, 0512M-02-025.000 and 0512M-02-026.000 and retain the address of 112 Hursey Avenue. This is a by right request and the current zoning is T3R.

The applicant is desiring to create a larger lot. Parcel A is currently at 14,009 sq. ft. in lot size and .32 acres. Parcel that will be combined into Parcel A is currently at 14,206 sq. ft. in lot size and .33 acres. The merges lot will create a lot with the square footage of 28,215 sq. ft in lot in lot size and .65 acres.

Planning staff has reviewed the request and recommends approval to allow the lot to allow for the best use of this lot.

241586



Application for Re-Subdivision

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

Applicant's Name:	Andy + Renee Frost	
Applicant's Address:	112 Hursey Ave	
Applicant's Phone(s):	985-237-4171	985-237-5397
Applicant's Email:	provisionhomebuilders@gmail.com	
Applicant's Signature	<i>[Signature]</i>	Date: 8/1/26

Owner's Name:	SAME AS ABOVE	
Owner's Address:		
Owner's Phone(s):	<i>[Signature]</i>	
Owner's Email:		
Owner's Signature	<i>[Signature]</i>	Date: 8/1/26

Number of Existing Parcels / Lots: 2	☒ Merge ☐ Split	Number of Parcels / Lots To be Created: 1 lots/parcel
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0512M-02-025.00

Parcel ID #: Lot 13	Parcel Address: 112 Hursey Ave
Parcel ID #: Lot 15	Parcel Address:
Parcel ID #: 0512M-02-026.000	Parcel Address:
Parcel ID #:	Parcel Address:
Parcel ID #:	Parcel Address:

Application Fee of \$162.00 is due upon receipt by the Planning Department.	
Date: 8/2/26	By: <i>[Signature]</i>

RECORD DESCRIPTION (INSTRUMENT #2019-0010427-D-J1):

LOT 13, BLOCK 2, TALL OAKS SUBDIVISION, CITY OF PASS CHRISTIAN, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI.

AND: AN IRREGULAR PORTION OF LOT 15, BLOCK 2, TALL OAKS SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 2, TALL OAKS SUBDIVISION, CITY OF PASS CHRISTIAN, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, AS A POINT OF BEGINNING; THENCE N69°18'00"E 102.33 FEET TO THE WEST MARSH OF HURSEY AVENUE; THENCE ALONG SAID MARSH SOUTH 30.13 FEET; THENCE S80°26'00"W 95.81 FEET TO THE POINT OF BEGINNING; SAID PARCEL BEING A PORTION OF LOT 15, BLOCK 2.

RECORD DESCRIPTION (INSTRUMENT #2019-0010428-D-J1):

PARCEL ONE: LOT 15, BLOCK 2, TALL OAKS SUBDIVISION, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE PLAT BOOK 23, AT PAGE 18 IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI.

LESS AND EXCEPT A TRIANGULAR PARCEL CONVEYED BY JUSTIN M. SALYARDS AND FLORENCE V. SALYARDS IN FAVOR OF RICHARD A. GILBERT ET UX BY WARRANTY DEED DATED JANUARY 7, 1974 AND OF RECORD IN DEED BOOK 720, PAGE 582 IN AFORESAID OFFICE.

PARCEL TWO: AN IRREGULAR PORTION OF LOT 17, BLOCK 2, TALL OAKS SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 2, TALL OAKS SUBDIVISION, CITY OF PASS CHRISTIAN, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, AS A POINT OF BEGINNING; THENCE N42°11'00"E 104.79 FEET TO THE MARSH OF HURSEY AVENUE; THENCE ON A CURVE TO THE RIGHT ON THE MARSH OF SAID HURSEY AVENUE A RADIUS OF 30.00 FEET A DISTANCE OF 12.20 FEET; THENCE S17°24'00"W 94.91 FEET; THENCE S78°54'00"W 53.50 FEET; THENCE N00°08'00"W 30.00 FEET TO THE POINT OF BEGINNING.

LEGEND:

IRF = 1/2" IRON ROD FOUND
IPF = IRON PIPE FOUND
CIRF = CAPPED 1/2" IRON ROD FOUND
CIRS = CAPPED 1/2" IRON ROD SET
IFP = IRON FENCE POST
TFP = "T" POST FOUND
IBF = IRON BAR FOUND
AIF = ANGLE IRON FOUND
WFP = WOOD FENCE POST
MNF = MAGNETIC NAIL FOUND
MNB = MAGNETIC NAIL SET
REF = REFERENCE
O/S = OFFSET
R/W = RIGHT-OF-WAY
O/H/U = OVERHEAD UTILITIES
PP = POWER POLE
LP = LIGHT POLE
TP = TELEPHONE PEDESTAL
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
TBM = TEMPORARY BENCH MARK
MPE = FINISH FLOOR ELEVATION
TOB = TOP OF BANK
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE
PH = FIRE HYDRANT
SMH = SEWER MAN HOLE
CO = CLEAN OUT
WM = WATER METER
C/L = CENTERLINE
EOA = EDGE OF ASPHALT
EOG = EDGE OF GRAVEL
(P) = PLAT OF RECORD
(D) = DEED OF RECORD
(R) = RECORD
X 0.00 = GROUND ELEVATION

REFERENCES:

1. HARRISON COUNTY TAX MAP #512M
2. TALL OAKS SUBDIVISION PLAT
3. INSTRUMENT #2019-0010427-D-J1
4. INSTRUMENT #2019-0010428-D-J1
5. SURVEY BY J. CLARKE, DATED: MARCH 27 & 28, 2010.
6. SURVEY BY J. CLARKE, DATED: FEB. 18, 2013.
7. SURVEY BY J. CLARKE, DATED: AUG. 21, 2007.
8. SURVEY BY J. CLARKE, DATED: FEB. 22, 2007.
9. SURVEY BY J. CLARKE, DATED: JAN. 25 & 26, 2007.
10. SURVEY BY J. CLARKE, DATED: JUNE 9, 1989.

NOTES:

1. LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
2. BEARINGS REFERENCE: GRID, GROUND 2018U7 NAD '83 STATE PLANE ZONE MISSISSIPPI; EAST BY GPS OBSERVATION, UTILIZING EARL DUDLEY'S VIRTUAL REFERENCE NETWORK, INET, HAVING A CONVERGENCE ANGLE OF -0°12'31" AND A COMBINATION FACTOR OF 0.9999969487.
3. SURVEY CONSIDERED A CLASS "B" SURVEY.
4. ONLY VISIBLE ROADS, LANES, DRIVEWAYS, DRAINS, UTILITIES, ETC., OVER AND ACROSS SAID PREMISES ARE SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT A CURRENT TITLE REPORT NOR WERE COUNTY RECORDS RESEARCHED FOR EASEMENTS BY THIS SURVEYOR.
6. ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID SUBDIVISION.

CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE CONDUCTED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

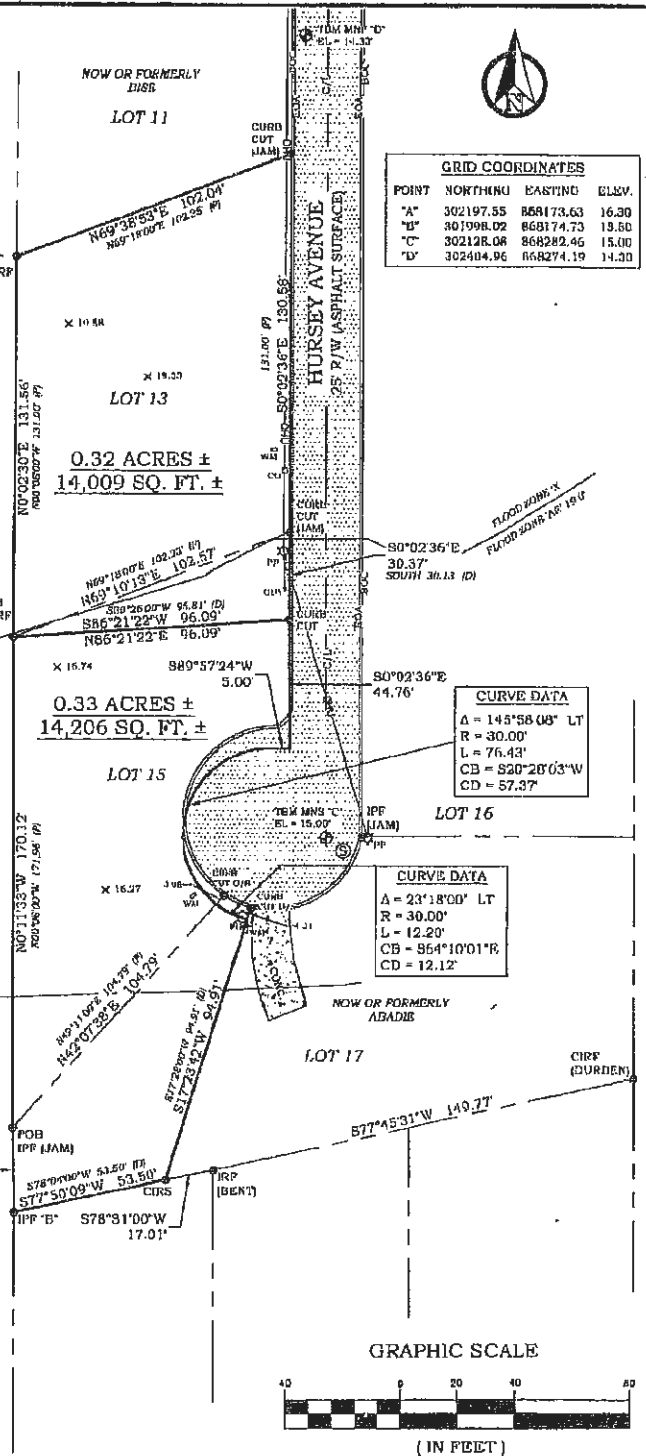
Michael R. McGinnis
MICHAEL RAYMOND MCGINNIS
PROFESSIONAL SURVEYOR
P.L.S. #02827
STATE OF MISSISSIPPI
DATE 3/31/2023

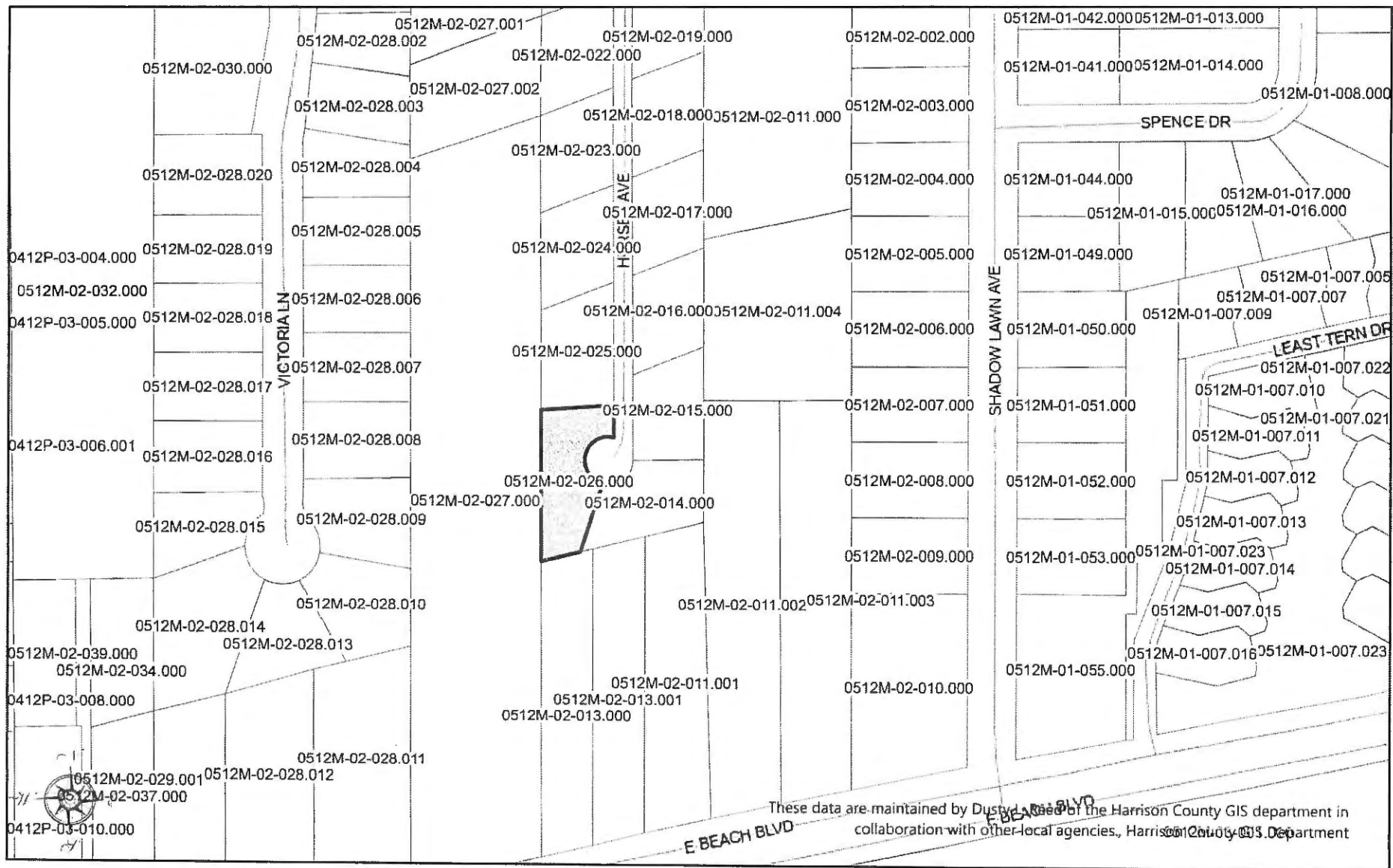
REV. DATE:
DATE 08.31.2023
DWG #: 2023-148_Plan
SCALE: 1" = 40'
DRAWN BY: MRM



OFFICE: (228) 467-5755
EMAIL: jmcinnis@chiniche.com
WEBSITE: www.chiniche.com
407 HWY. 90,
BAY ST. LOUIS, MS, 39020

PLAT OF SURVEY OF LOTS 13, 15 AND PART OF LOT 17, BLOCK 2, TALL OAKS SUBDIVISION, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MS.		
JOB #: 2023-148	SHEET 1 OF 1	FURTHER

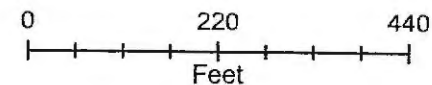




HARRISON COUNTY, MISSISSIPPI

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: August 3, 2026



Attached are prelim pics of 'Flora & Fauna' for the Pass butterfly garden. The composition and design are complete, assembly is 75% complete, and we are ready to purchase materials for the stem, base, and final assembly.

The butterfly is roughly 4' across and 3' tall.

The butterfly mounts to the flower.

The flower mounts to a 10' tall galvanized pipe (flower stem).

- This height makes it difficult to touch the artwork without a ladder (reducing the risk of vandalism).
- The height also makes the reflective artwork highly visible across the park.

The artwork weighs about 30 lbs not including the pipe.

The wings are attached w heavy-duty steel hinges, and the angle of the wings can be adjusted & set to best catch/reflect the sunlight.

The wing material is high-strength lightweight aircraft aluminum (2024-T3 Alclad) with polycarbonate reflectors.

The butterfly body is brass-clad steel (antique bed post).

And the flower is constructed with a stainless steel colander, a big brass tray, and aluminum platters.

All connections (bolts & rivets) are stainless steel and aluminum.

The piece will be clear-coated with spray paint (to minimize oxidation and patination).

The artwork mounts to the galvanized pipe stem. The pipe stem slides over a base pipe that is set in the concrete pad. The stem pipe is attached to the sleeve with stainless steel bolts and to the concrete pad w masonry bolts.

The concrete pad, installed in the butterfly garden, is roughly 12" diameter and 3" deep with a vertical sleeve pipe embedded after pour. If the Pass beautification dept can dig and pour the concrete pad (with our assistance & direction as needed), it would be MOST helpful.

Also attached is a pic of an example artwork (shorter, smaller, simpler) that I recently delivered to a local art patron. This smaller work (8' tall) served as a nice scale-model study for Flora & Fauna to develop and test some of the details in construction, mounting, and installation.

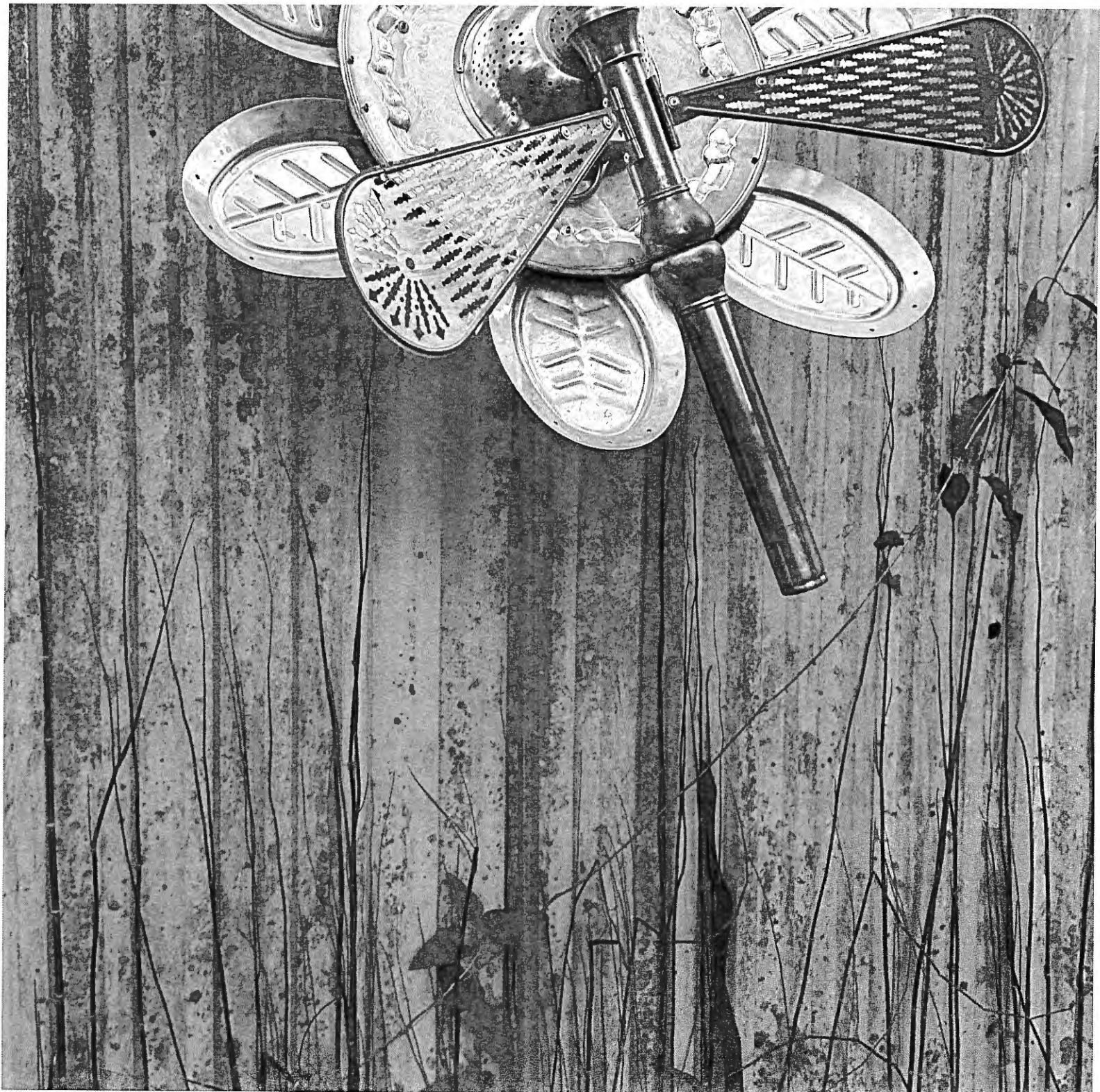
I'd like to request a \$1K progress payment NLT August 7 to reimburse materials and work to date. A 2nd installment of \$1K when the artwork assembly is completed. And a final \$1K payment upon installation.

Assuming no administrative delays, I expect the artwork to be ready for installation before Oct. 1, possibly in time for unveiling at the 2026 Pass Butterfly Fest.

Please let me know if you need anything else to proceed with the progress payment.

Thank you!

John Walrod
4D Assemblage Artist
Pass Christian, MS
cell) 228-363-0163
Instagram: WalrodArt
Facebook: Walrod Art



2ND ANNUAL
**MISSISSIPPI
NARCOTICS OFFICERS**

ASSOCIATION CONFERENCE

UNITED IN THE RELENTLESS FIGHT AGAINST NARCOTICS

BILOXI

POLICE

POLICE



SCAN TO REGISTER



OCTOBER
13-15, 2026
IP CASINO RESORT SPA
BILOXI, MISSISSIPPI

REGISTRATION FEES

\$150

INCLUDES YOUR FIRST YEAR'S
MEMBERSHIP FEE



DEADLINE TO REGISTER
FOR ROOM RATES

SEPTEMBER 21, 2026

TRAINING TOPICS INCLUDE:

- CURRENT DRUG TRENDS
- ANALOGUE DRUGS
- OFF-TO-DOCK AND TRAILING
- POST-SEIZURE INVESTIGATIONS
- IDENTIFYING DECEPTION
- AND MUCH MORE!

★ REGISTER TODAY! | LIMITED SEATING

DON'T MISS OUT! ★

We are excited to announce that registration is officially open for the **2nd Annual Mississippi Narcotic Officers Association Conference!** We stand "United in the relentless fight against narcotics," and this year's event promises to be an essential gathering for law enforcement professionals.

Conference Details

- **Dates:** October 13-15, 2026
- **Location:** IP Casino Resort Spa in Biloxi, Mississippi
- **Registration Fee:** \$150
- **Membership Bonus:** Your registration fee automatically includes your first year's MSNOA membership!

Anticipated Training Topics This year's conference features a robust lineup of training designed specifically for the challenges of narcotics enforcement. Scheduled topics include:

- Current Drug Trends
- Mexican Cartels
- Officer Involved Shootings
- Post Seizure Investigations
- Detecting Deception
- And much more!

Important Deadlines and Next Steps Please note that the **deadline to register for room rates is September 21, 2026.** We have **limited seating** available, so we encourage you to act quickly so you don't miss out.

To secure your spot, simply scan the QR code located on the above flyer or [click here](#) to register today.



[BOARD](#) [MEMBERSHIP](#) [TRAINING](#) [SPONSORS](#) [CONTACT](#) [RTF](#) [QUICK LINKS](#) ▼



Keith Ladner
228-697-1901
Kladner1901@Gmail.com

August 4, 2026

Chief Darren Freeman
City of Pass Christian Police Department
525 Espy Ave.
Pass Christian, MS 39571

Dear Chief Freeman,

Please accept this letter as formal notification that I will be resigning from my position with the City of Pass Christian Police Department. In line with my two-week notice, my last day with the department will be August 17, 2026.

Leaving this team was a difficult decision. I am incredibly grateful for the opportunity to have served the Pass Christian community alongside such dedicated, honorable, and supportive professionals. Thank you sincerely for the camaraderie I have experienced during my time here.

Over the next two weeks, I am fully committed to wrapping up my current projects. Please let me know if there are any specific tasks or additional paperwork you would like me to prioritize before my departure.

I wish you, the department, and the entire City of Pass Christian continued safety and success. I hope to cross paths with many of you again in the future.

Warm regards,



Keith Ladner

Sue

Subject: OP 4th Quarter Task Force Meeting [In-person]
Location: Microsoft Teams Meeting

Start: Tue 8/18/2026 10:00 AM
End: Tue 8/18/2026 11:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Lekisha M. Noel

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

This is just a reminder, the 4th Quarter Occupant Protection Task Force Meeting will be conducted on Tuesday, August 18, 2026, at 10:00 a.m. The meeting will be in-person and held at the new DPS headquarters located at 209 Allen Stuart Drive, Pearl, MS 39208. The meeting will be held on the first floor in room# A-1100.

Please be prepared to discuss and provide an update on Seat Belt, Child Restraint, unbelted injuries, fatalities, and/or crashes, or any other information as it pertains to your program area and reducing unbelted fatalities and injuries across the state of Mississippi.

If you will not be able to attend the meeting, please send a representative who will be able to speak on behalf of your agency.

If you have any questions or concerns, let me know. Thank you for your continued support of the Mississippi Office of Highway Safety's Occupant Protection Task Force.

Sincerely,

Thanks,

Lekisha Noel
Occupant Protection/Police Traffic Services
Division Director II
Mississippi Office of Highway Safety
Division of Public Safety Planning
601-987-9513

CA-74
8/18/24

Sue

From: Ryan
Sent: Monday, August 10, 2026 8:20 PM
To: Daren Freeman; Chris; Sue
Subject: Fwd: Resignation

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From: Ayden Cervantes <aydendianee@gmail.com>
Sent: Monday, 10 August 2026 20:17:28
To: Ryan <rhenry@pass-christian.ms.gov>
Cc: Kristy Boyd <kboyd@pass-christian.ms.gov>
Subject: Resignation

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

Captain,

I am writing to formally resign from my position with the department, effective August 11, 2026.

This is not a decision I have made lightly, and I sincerely hate the timing of it. If there were another way for me to make this work—for my family and for the department—this email would not be being written. I have spent a great deal of time trying to find another solution because I have worked and trained for this and I genuinely wanted this opportunity to work.

During my oral board, I explained that I would be able to accommodate the work schedule because my husband, Trevor, would be home with our children when I needed to work. That was genuinely our plan at the time. Unfortunately, I am embarrassed to say that our circumstances have since changed. Trevor lost the job where he was making substantially more money than I am currently able to make, and with our household expenses and debt, I have realized that I cannot financially carry everything on my current income.

Trevor now has an opportunity to begin working that could provide the income our family needs much sooner, but it would require him to be away from home. That means I would need to be home with our children and pursue work that allows me to do so, potentially through a remote position. Unfortunately, that makes it impossible for me to continue accommodating the schedule of this position while also meeting my family's needs.

I also want to make clear that this is not Aurora happening again. I know this department took a chance on me despite my previous experience, and I do not want you or anyone else to feel that you were proven wrong for doing so. I have not lost interest in law enforcement, nor am I leaving because I have decided this career is not for me. My circumstances have simply changed in a way I did not anticipate.

At this point, I need to do what is best for my family, and unfortunately, that means I have to walk away from this position. That is incredibly difficult for me to accept because this is an opportunity I genuinely wanted, and I hate that circumstances have brought me to this decision.

I am especially sorry for the timing. I know the department has already invested time and resources in me, and I know my training officer has put considerable effort into preparing me. Walking away at this point is incredibly difficult because I know there are people who have invested in me and believed in me. I would never want anyone to think I took that opportunity for granted.

If possible, I would be grateful to leave the door open to returning to law enforcement with the department in the future should my circumstances change. I completely understand that there can be no guarantees, but I hope that my resignation will not prevent me from pursuing an opportunity with the department again someday.

I will coordinate with my training officer to return all department equipment and will do whatever I can to make the transition as smooth as possible.

Thank you for the opportunity, your confidence in me, and everything the department has done for me. I have tremendous respect for you, my training officer, and the entire department. I truly wish the circumstances were different, and if there were another way to make this work, I would choose it.

Respectfully,

Ayden D. Cervantes

Lorena Goff

228-326-7113

renigoff@gmail.com

11292 Allen Rd Gulfport, MS. 39503

Profile

I am very self-motivated and work well on my own. I have also dealt with the public in various positions. I have worked with children and their parents as well as with veterans, homeowners and in construction.

Experience

CABINET MAKER ASSISTANT 2023-PRESENT

Follow cut list for drawers, doors, and face frames. Measure and verify all wood and parts are accurate. Build face frames for cabinets. Hardware finished product verify quality before they are shipped and installed. Prepare wood for cut lists by planing and sanding.

DELIVERY DRIVER 2022-2023

Deliver packages and orders from store to customers' homes and/or business. Pick up return items from customers and deliver to store promptly. Check orders for accuracy. Ensure items are delivered correctly and that orders do not get mixed up. Strive to have multiple deliveries at each pickup arrive to each customer undamaged and on time

CUSTOMER LOYALTY SPECIALIST 2021-2022

Handling customer concerns in a remote call center setting. Resolving billing issues. Finding the best price or plan to fit customer's needs. Scheduling transfer of service when customers move from one location to another. Reaching out to customers and collecting past due payments to prevent them from losing service.

UTILITY LOCATOR 2007-2021

Responsible for accurately locating underground power lines. Read and discern directions given in locate instructions. Work independently of others and be self-motivated to complete all tasks. Also work with homeowners, contractors, co-workers and others to resolve issues and accomplish work effectively. Manage time wisely and schedule to complete all tasks before due.

CAFETERIA WORKER 2016-2018

Responsible for cooking breakfast and lunch for elementary school children within a group setting. In charge of all dietary/allergy maintenance to ensure the safety of the meals for our students. Managed inventory and cashiered. Handled money and balanced drawer for end of day.

Education

GED

Skills

I am a fast learner, good at problem solving and communication. Also, an active listener with discernment and common sense. Excellent driving record.

References Upon request.

CA 28
8/18/26

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 (arrived at 6:02pm), Alderman Barry Dreyfus, Alderman Joe Piernas, Alderman Kirk Kimball, Alderman Greg Federico, Jim Simpson, City Attorney and Marian Governor, City Clerk

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 Greg Federico the Board unanimously approved the agenda for the June 2, 2026, Regular Board of Aldermen Meeting.

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ADMINISTRATIVE

Upon motion of Alderman Kirk Kimball and seconded by Alderman Greg Federico the Board unanimously approved a request for Pass Christian Excel By 5 to use the Randolph Center for a Community Baby Shower on Tuesday, September 29th at 4pm. Shannon Starita has confirmed the Randolph Center is available on the date. A-1

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Upon motion of Alderman Greg Federico and seconded by Alderman Kirk Kimball the Board unanimously approved the Mutual Aid Agreement for the provision of firefighting services and other emergency assistance for a term of five (5) years, as approved by the Harrison County Board of Supervisors at its July 6, 2026, meeting. A-2

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Upon motion of Alderman Greg Federico and seconded by Alderman Kirk Kimball the Board

unanimously approved Work Order No. 6 for Lift Station No 7 Receiving Manhole Repairs and Repair Casting for Manhole No 4 West of Hackett Lane, in the amount of \$16,189.00 to DNA Underground, as requested by Bob Escher, City Engineer. A-3

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Upon motion of Alderman Victor Pickich and seconded by Alderman Kirk Kimball the Board unanimously approved Work Order No. 3 for 939 Scenic Dr Emergency Manhole Replacement, in the amount of \$25,212.50 to DNA Underground LLC, as requested by Bob Escher, City Engineer. A-4

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Upon motion of Alderman Barry Dyrefus and seconded by Alderman Greg Federico the Board unanimously approved the MCWI Grant Program closeout package for the following projects as all work has been completed, and the City Clerk has submitted all invoices as required by the grant: A-5

- 188-2-CW-5.5 – Pump Station Rehabilitations
- 234-2-CW-5.5 – Elevate Pump Station Control Panels
- 239-2-CA-5.5 – Replace/Rehab Pump Station 18

*

*

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Upon motion of Alderman Kirk Kimball and seconded by Alderman Greg Federico the Board unanimously approved the closeout package for the Scenic Dr Paving Improvements, with the summary Change Order No. 2 in the amount of (\$6,468.80) decreasing the final contract amount to \$123,436.70, to Southern Way Contracting LLC, & to authorize final payment in the amount of \$21,831.64, as requested by Bob Escher, City Engineer. A-6

EVENTS

Upon motion of Alderman Victor Pickich and second by Alderman Greg Federico the Board unanimously approved the request for Pass Christian Main Street to use the Pavillion on Second and Davis for the 11th Annual Farm to Table Dinner to be held on Sunday, November 1, 2026, from noon to

10:00pm. The following City resources are requested, this bringing favorable notice to the resources and opportunities of the City, as requested by Wendy Diaz, Pass Christian Main Street President. E-1

- Trash Cans
- Barricades
- One police officer
- Anything deemed necessary by the Mayor

CONSENT AGENDA

Upon motion of Alderman Barry Dreyfus and seconded by Alderman Greg Federico the Board unanimously approved items 1-29.

1. Approved - Administrative - Ratifying the renewal of the General Liability for the Boys & Girls Club and the Accident & Sickness policy for Sports & Recreation in the amount of \$5,144.29.CA-1
2. Approved - Administrative - Declaring surplus the old water meters in the attached photos and authorize them to be taken to the scrap yard, as requested by Marian Governor, City Clerk. CA-2
3. Approved - Administrative - Resignation of Paul Ratliff effective August 12, 2026, and authorize advertisement for vacancy, as requested by Marian Governor, City Clerk.
4. Approved - Administrative - Ratifying the tree removal fee from William Nunnery in the amount of \$289.00, and amend the budget, accordingly, as requested by Marian Governor, City Clerk.CA-4
5. Approved - Administrative - Invoice from Mark Blackmer in the amount of \$2,950.00 for the removal of derelict vessels at the Harbor (BOA approved 12.16.25) and amend the budget accordingly.CA-5
6. Approved - Administrative - Budget adjustment per attachment with no increase to the budget, as requested by Marian Governor, City Clerk. CA-6

7. Approved - Court - Restitution in the amount of \$164.52 payable to the City of Pass Christian from Willie Stone. Mr. Stone was ordered to pay restitution to the City on July 15, 2026, for work order #1485, as requested by Tina Dupree, Municipal Court Clerk. CA-7
8. Approved - Fire - Ratifying Alberto Moroyoqui to stay part-time instead of resignation (July 22) to help with staffing needs, as requested by Fire Chief Woodman.
9. Approved - Fire - Dustin Dauner's request to step down from Lieutenant to Firefighter with a pay of \$15.50/hour, as requested by Captain Andy Purchner.
10. Approved - Fire - Appointing Fire Chief Dia'Mond Woodman to the Harrison County Emergency Communications Commission. He will replace Deputy Chief Shane Bass, as requested by Fire Chief Woodman.
11. Approved - Fire - Reimburse the following Firefighter/EMTs for their licensing fees. Not to exceed \$200.00 each, with receipts. (001-220-610) Licensure is required to operate as an EMT and work under the contract ambulance providers jurisdictional medical control agreement. Charles Toler \$198.17, as requested by Fire Chief Woodman. CA-11
12. Approved - Harbor - Hiring Curtis Miller as full time Harbor Service Employee effective August 4, 2026, at a starting rate of \$13.46 per hour, pending background check and physical/drug screens, as requested by James Butcher, Harbor Master.
13. Approved - Harbor - The resignation of Thomas Mears effective Aug 7th, 2026, and pay him for any comp-time and vacation pay per City policy that he may have accrued while employed, and approve advertisement of that position, as requested by James Butcher, Harbor Master.
14. Approved - Harbor - The resignation of Mathew Forrest effective Aug 7th, 2026, and pay him for any comp-time and vacation pay per City policy that he may have accrued while employed and approve advertisement of the position of a harbor service employee, as requested by James Butcher, Harbor Master.

15. Approved - Harbor - The removal of the following items from Harbor's asset list, as requested by James Butcher, Harbor Master.

- Asset# 01646 (Broken Tri Ball Hitch),
- Asset#00103 (122 PC Tool Set),
- Asset# 00120, 00121, 00122 :(Broken Marine Radios)
- Asset# 00125 (Vehicle Mobile Radio)
- Asset# 00178 (Laminate 6 Shelf Bookcase)
- Asset# 00708, 00709 (Hex Key Set Metric)
- Asset# 00715 (Piliars bent nose)
- Asset# 00742 (Broken Dual action polish tool)
- Asset# 01246 (Acer Computer)
- Asset# 01326 (Toolbox)
- Asset# 01779 (22pc Wrench Tool Set)
- Asset# 01916 (Brush cutter)
- Asset# 01917 (Wind Machine)
- Asset# 01929 (Broken Battery Tester)
- Asset# 01972 (Body Cameras)
- Asset# 01984 (50ft Hose)
- Asset# 01996 (Fold and Stow Net Lean To/Skiff)
- Asset# 02006 (Broken Flooring Bar Guster)
- Asset# 02031 (Broken Deck wise hardwood wrench)
- Asset# 02040 (Broken Steel Pipe Wrench)
- Asset# 02068 (Broken Fluke A/C clamp meter)
- Asset# 02104 (Broken Shovels)
- Asset# 02105 (Bad Garden Hose)
- Asset# 02188 (Broken screwdriver set)
- Asset# 02210 (Booster Cable)
- Asset# 02252 (Broken Ratchet)
- Asset# 02253 (Broken Torque Wrench)
- Asset# 02254 (Broken Pry Bar)
- Asset# 02309 (Broken Impact Driver Set)
- Asset# 02310 (Broken Screw extractor and drill bit set)
- Asset# 02311 (Broken Circular Saw)
- Asset# 02313 (Broken Heat Gun)
- Asset# 02314 (Broken Screw Extractor)
- Asset# 02316 (Drill Bit Set)
- Asset# 02317 (Vise Grip Plier Set)
- Asset# 02318 (Broken Wire Strippers)
- Asset# 02319 (Broken Flextorq screwdriver)
- Asset# 02320 (Broken Rotary Tool)
- Asset# 02322 (Broken Sawhorses)

- Asset# 02339 (Broken Blower Cordless Maintenance)
- Asset# 02341 (Rigi Power Steel Combo Kit)
- Asset# 02342 (Dual Port Charger)
- Asset# 02343 (Impact Driver)
- Asset# 02355 (Tool Grabbing long handle maintenance)
- Asset# 02362 (Tool Grabber)
- Asset# 02399 (Sump Pump)
- Asset# 02400 (Extension Cord)
- Asset# 02465 (Respirator multipurpose)
- Asset# 02653 (Paddles)
- Asset# 03431 (Broken Cart)
- Asset# 03451 (Computer HP Tower)
- Asset# 03597 (Broken Concrete Mixer)
- Asset# 03598 (Broken Hand Tool)
- Asset# 03607 (Vacuum)
- Asset# 03638 (Letter Size Report holder for Toyota)
- Asset# 03639 (Letter Size Report holder for Ranger)
- Asset# 03640 (Letter Size Report holder for Harbor Master truck)
- Asset# 03641 (Letter Size Report holder)
- Asset# 03642, 03643 (Strion LED Flashlight)
- Asset# 03667 (Broken Circular Saw)
- Asset# 03684 (Broken Bow Rake)

16. Approved - Police - Salary change from \$19.26 to \$19.79 per hour for Officer Jennifer Pezzarossi effective August 14, 2026. Officer Pezzarossi has successfully completed the Harrison County Law Enforcement Training Academy and department field training. Funds are within budget, as requested by Police Chief Freeman.
17. Approved - Police - to hire Ayden Cervantes to fill the existing vacancy in patrol effective August 7, 2026, and a starting salary of \$19.26 per hour plus holiday pay. She has passed psychological and urinalysis. Position has a one-year probationary period. This is a budgeted position and funds are available, as requested by Police Chief Freeman.
18. Approved - Police - to hire Bishop Durham to fill the existing vacancy in patrol effective August 7, 2026, and a starting salary of \$19.26 per hour plus holiday pay. He has passed psychological and

urinalysis. Position has a one-year probationary period. This is a budgeted position and funds are available, as requested by Police Chief Freeman.

19. Approved - Police - To hire Christopher Kane Ivey to fill the existing vacancy in patrol effective August 7, 2026, and a starting salary of \$19.26 per hour plus holiday pay. He has passed psychological and urinalysis. Position has a one-year probationary period. This is a budgeted position and funds are available, as requested by Police Chief Freeman.
20. Approved - Police - to hire Christopher Kiddy to fill the existing vacancy in patrol effective August 20, 2026, and a starting salary of \$19.79 per hour plus holiday pay. He is a certified officer and has passed psychological and urinalysis. Position has a one-year probationary period. This is a budgeted position and funds are available, as requested by Police Chief Freeman.
21. Approved - Police - To hire Tristan Davis to fill the existing vacancy in patrol effective August 7, 2026, and a starting salary of \$19.79 per hour plus holiday pa, pending psychological and urinalysis. He is a certified officer. Position has a one-year probationary period. This is a budgeted position and funds are available, as requested by Police Chief Freeman.
22. Approved - Police - FY27 Mississippi Office of Highway Safety Police Traffic Services Grant in the amount of \$7,000 for overtime reimbursement effective October 1, 2026. There is no match for this grant, as requested by Police Chief Freeman. CA-22
23. Approved - Police - Axon Maintenance Agreement for remaining body cams currently in use from Axon International for October 2026 through October 2030 for the amount of \$4,687.93 per year (with \$329 carried over due September 2026), as requested by Police Chief Freeman. CA-23
24. Approved - Police - accepting donation of \$4,213.98 from Alderman and Mrs. Dreyfus paid to vendor for engine and cosmetic repairs to 2010 Polaris Ranger side by side (donation of side by side approved on 5/5/26 BOA from Harrison County Sheriff's Department), and to add to City inventory, as requested by Police Chief Freeman. CA-24

25. Approved - Police - request to reimburse Investigator Steve Morris \$123.04 for suit. This reimbursement will be deducted from previously approved clothing allowance for investigators (BOA 1/20/26), as requested by Police Chief Freeman. CA-25
26. Approved - Police - Chief Daren Freeman per diem \$240 for Intl Homicide Investigators Association Training Symposium and parking TBD (and reimbursed at a later date), previously approved during June 2, 2026, BOA meeting, as requested by Police Chief Freeman. CA-26
27. Approved - Police - Ratifying resignation from Officer Corbin Teague effective July 27, 2026, and pay him for any comp-time and vacation pay per City policy that he may have accrued while employed, as requested by Police Chief Freeman. CA-27
28. Approved - Public Works - the quote from Lumpkin Repair in the amount of \$14,250.00 to fabricate and install a new dump body in the 2006 Freightliner VIN#1FYHICYDJ27HY36355 to be paid from 118-301-919. (MIT FUND-vehicles and equipment) as requested by Kirk Ladner, Public Works Director CA-28
29. Approved - The minutes of July 21, 2026, Regular Mayor and Board of Aldermen meeting, with changes, as requested by Amber Carter, Council/Deputy Clerk. CA-29

CLAIMS DOCKET

Upon motion of Alderman Barry Dreyfus and second by Alderman Victor Pickich the Board unanimously approved the Claims Docket in the amount of \$351,852.34. CD-1

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EXECUTIVE SESSION

Upon motion of Alderman Kirk Kimball the Board unanimously approved going into Closed Session to determine going into Executive Session to discuss personnel matters with Human

Resources.

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Upon motion of Alderman Greg Federico and seconded by Alderman Kirk Kimball the Board unanimously approved coming out of Closed Session

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Upon motion of Alderman Greg Federico and seconded by Alderman Kirk Kimball the Board unanimously approved going into Executive Session concerning personnel matters with Human Resources.

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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 regarding personnel matters with Human Resources

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Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved to recess at 6:47 p.m. until the next Mayor and Board of Aldermen meeting on August 18, 2026.

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Mayor

Date

City Clerk

8-18-2026

Date

CA-29
8/18/26

**CITY OF PASS CHRISTIAN
SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
AUGUST 11, 2026, 6:00 P.M.**

1. Call to Order
2. Roll Call

BE IT REMEMBERED that the Mayor and Board of Alderpersons 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, City Clerk Marian Governor, City Attorney, Jim Simpson.

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

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Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved the agenda for the August 11, 2026, Regular Board of Aldermen Meeting.

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BUDGET WORKSHOP

Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved the Harbor elevator repair quote from Otis Elevators in the

amount of \$30,133.07, which will be paid from the 2025 bond proceeds, as requested by Marian

Governor, City Clerk. BW-1

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Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved conducting Budget Workshop I for FY2026/2027, as requested by Marian Governor, City Clerk.

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Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved to adjourn at 6:59 p.m.

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Mayor

08/18/2026

Date

City Clerk

08/18/2026

Date

**CITY OF PASS CHRISTIAN
SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
AUGUST 13, 2026, 6:00 P.M.**

1. Call to Order
2. Roll Call

BE IT REMEMBERED that the Mayor and Board of Alderpersons 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, City Clerk Marian Governor, City Attorney, Jim Simpson.

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

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Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved the agenda for the August 13, 2026, Regular Board of Aldermen Meeting.

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BUDGET WORKSHOP

Upon motion of Alderman Victor Pickich and seconded by Alderman Greg Federico the Board unanimously approved appointing Dia'Mond Woodman to be the City's Applicant Agent for FEMA Public Assistance for Mississippi Tropical Storm Arthur DR-4930-MS, as requested by Fire Chief Woodman. BW-1

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Upon motion of Alderman Greg Federico and seconded by Alderman Victor Pickich the Board unanimously approved budget adjustment, see attachment, with no increase to budget, as requested by Marian Governor, City Clerk. BW-2

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Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved purchasing two (2) 2026 ford explorers from J. Allen Ford under state contract number 8200083377 in the amount of \$56,058.00 per vehicle, as requested by Marian Governor, City Clerk. BW-3

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Upon motion of Alderman Joe Piernas and seconded by Alderman Greg Federico the Board unanimously approved conducting Budget Workshop II for FY 2026/2027, as requested by Marian Governor, City Clerk.

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Upon motion of Alderman Joe Piernas and seconded by Alderman Victor Pickich the Board unanimously approved to adjourn at 6:23 p.m.

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Mayor

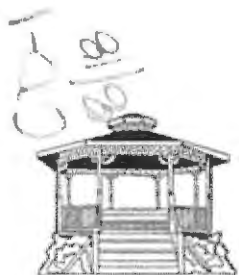
08/18/2026

Date

City Clerk

08/18/2026

Date



City of Pass Christian, MS

Docket of Claims Register

APPKT08451 - 8.18.26

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02679	AARON OIL COMPANY,LLC 349378-S	DKT28148 Service/Stop Charge Oil	Invoice	07/31/2026	Environmental Assessment Fee	480-751-560	270.25
						480-751-560	35.25
						480-751-560	235.00
02549	ALLISTONS,LLC 35185	DKT28149 12x12 FF Year Plaque	Invoice	07/29/2026	12x12 FF Year Plaque	001-220-505	91.99
							91.99

Docket of Claims Register

APPKT08451 - 8.18.26

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
02214	AMAZON CAPITAL SERVICES	DKT28150					4,277.21
	111-6660677-3508222	Pump out, Eletrical, Uniforms	Invoice	07/17/2026	Cutler Hammer QCF2050 2 pole 120/2	480-751-560	391.76
					F150/125 Polypropylene Reducing Car	480-751-560	38.97
					Marinco CS6369 50 Amp, 125 Volt/250	480-751-560	397.17
					Pangda 4 Pcs 1.5 Inch Camlock Fittings	480-751-560	14.95
					RAIN BOOTS SIZE 12	480-751-535	44.99
					RAIN BOOTS SIZE 13	480-751-535	44.98
					RAINSUIT XL	480-751-535	54.99
	112 2098407-6693045	Envelopes/Dish Detergent	Invoice	07/09/2026	Dawn Dish Detergent	001-105-510	7.64
					Double Window Envelopes for Invoice:	001-105-500	20.76
	112-0281996-2241870	Magnolia Flag 5x8 Ft Outdoor- Double	Invoice	07/13/2026	Magnolia Flag 5x8 Ft Outdoor- Double	001-502-505	179.97
	112-2098407-6693045	Sport Electroyte Powder	Invoice	07/09/2026	Gatorade 76.5 OZ Frost	001-301-505	45.69
					Gatorade 76.5 OZ Fruit	001-301-505	28.52
					Gatorade 76.5 OZ Orange	001-301-505	38.73
					Sport Electroyte Powder Packs(Fruit Pl	001-301-505	22.66
					Sport Electroyte Powder Packs(Orange	001-301-505	15.14
	112-3937194-4956237	Amazon order	Invoice	07/02/2026	Kawasaki 24PK 6.4oz 50:1 2.5 Gallon 2	001-220-525	43.75
					RF Remote Control System for Comme	001-220-561	136.95
	112-7019970-4123410	Lawn Mow	Invoice	07/14/2026	5 Pack Classification Folder Letter Size	001-220-500	29.08
					925-06427A Hour Service Meter Modu	001-220-505	84.99
					Flanders 10055.011820 18 x 20 x 1 in.	001-220-561	39.75
					Pilot juice up 03 Retractable Gel Ink Pe	001-220-500	18.80
					Rubber Bands Ball 2 Pack,Size 33 Rubb	001-220-500	7.59
					Sharpie Retractable Permanent Marke	001-220-500	12.99
	112-7478128-3845801	Pickleball Paddle Rack Holds 8 Paddles	Invoice	07/13/2026	Pickleball Paddle Rack Holds 8 Paddles	001-506-553	43.54
	112-7905571-0336241	Amazon mid order	Invoice	06/29/2026	Fundamentals of Firefighter Skills and	001-220-610	273.00
					Gildan Adult Heavy Cotton T-Shirt, Styl	001-220-535	71.80
					Gildan Adult Heavy Cotton T-Shirt, Styl	001-220-535	35.90
					H50 Jump Starter - 5000A Jump Starte	001-220-505	113.64
					MCR Medical Prestan Take2 CPR Manil	001-220-610	995.95
					OREI HDMI Switcher 4 in 1 Out with Qi	001-220-610	129.60
					Port & Co Fleece Pullover Hooded Swe	001-220-535	65.52
					Port & Co Fleece Pullover Hooded Swe	001-220-535	65.52
					Port & Company Men's Classic Sweatp	001-220-535	65.52
					Port & Company Men's Classic Sweatp	001-220-535	65.52
					Under Armour Enduro Elite Flat Front i	001-220-535	267.75
	113-1448315-3506669	SIDE BY SIDE ALL WEATHER COVER	Invoice	07/01/2026	SIDE BY SIDE ALL WEATHER COVER	001-200-505	59.50
	113-2115950-6592207	LUMBAR PAD	Invoice	06/29/2026	DISPATCH POWER STRIP	001-200-500	85.48
					LUMBAR PAD	001-200-500	17.99
	113-2414310-0086604	DISPATCH PHONE LEDGER TYPE 1	Invoice	07/07/2026	C. WILLIAMS BDU PANTS 34X32 KHAKI	001-200-535	119.90
					C. WILLIAMS BDU PANTS 34X32 NAVY	001-200-535	59.95
					DISPATCH PHONE LEDGER TYPE 1	001-200-500	6.78
					DISPATCH PHONE LEDGER TYPE 2	001-200-500	7.99

Docket of Claims Register

APPKT08451 - 8.18.26

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
	113-2414310-0086604	DISPATCH PHONE LEDGER TYPE 1	Invoice	07/07/2026	DISPATCH PHONE LEDGER TYPE 3	001-200-500	8.90
	113-5115675 5637817	Refund Dispatch Log Book	Credit Memo	08/18/2026	Refund Dispatch Log Book	001-200-500	-3.36
00011	AMERICAN MUNICIPAL SERVICE	DKT28151					275.59
	214157	COLLECTION SERVICES	Invoice	08/10/2026	COLLECTION SERVICES 7.1.26 - 7.31.26	001-101-612	275.59
00017	AT&T	DKT28152					1,815.78
	08052026	PHONE BILLS	Invoice	08/05/2026	PHONE BILLS	001-107-605	1,815.78
02515	AUTO AIR OF DIBERVILLE INC	DKT28153					1,390.00
	12189	UNIT 210 A/C REPAIR	Invoice	07/28/2026	UNIT 210 A/C REPAIR PARTS AND LABO	001-200-560	1,390.00
01591	BAY MOTOR WINDING INC	DKT28154					319.96
	SI-1138	Pump Station #9 Controls	Invoice	07/14/2026	Contacto 65A 120V	400-702-560	155.04
					Overload Relay	400-702-560	164.92
00383	BERKLEY INSURANCE COMPANY	DKT28155					1,369.58
	5210761880	Dog Park General Liability 8/28/26 to 8/28/26	Invoice	08/11/2026	Dog Park General Liability 8/28/26 to 8/28/26	001-105-620	1,369.58
02426	BOXCAST INC	DKT28156					356.65
	92CA6172-0109	BOA STREAMING 8.1.26-9.1.26	Invoice	08/01/2026	BOA STREAMING 8.1.26-9.1.26	001-107-600	189.00
	92CA6172-0110	ARCHIVED STORAGE 7.1.26-7.31.26	Invoice	08/03/2026	ARCHIVED STORAGE 7.1.26-7.31.26	001-107-600	167.65
00038	CABLE ONE	DKT28157					466.67
	INV0014654	Internet for 707 W NORTH ST	Invoice	08/11/2026	Internet for 707 W NORTH ST 8/8/26 - 8/8/26	001-107-628	152.91
	INV0014655	Internet 808 E SECOND ST	Invoice	07/30/2026	Internet 808 E SECOND ST	001-107-628	201.94
	INV0014656	Internet 399 E SECOND ST	Invoice	07/30/2026	Internet 399 E SECOND ST	001-107-628	111.82

Docket of Claims Register
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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
01035	CARD SERVICES	DKT28158					2,411.73
	SS-858493	Srryker Lucas 3 Cord Supply(26-01244}	Invoice	07/07/2026	Srryker Lucas 3 Cord Supply(26-01244}	001-220-505	596.40
	002121719100356	Trash Pickers	Invoice	07/08/2026	pump	480-751-505	89.99
					Trash Pickers	480-751-510	39.90
	10440678952	Trash Bags	Invoice	07/17/2026	Trash Bags	001-105-505	21.48
					Trash Bags	001-110-510	21.48
	2000149-19983902	AC Filters	Invoice	07/02/2026	AAF Flanders 14 x 24 x 1 Nested Glass	001-220-561	44.88
					AAF Flanders 4-Pack 20" x 20" x 1" Ne:	001-220-561	22.44
	306209585157029	Water & Water Jugs for BD & PW	Invoice	07/28/2026	Water & Water Jugs for BD & PW	001-301-505	46.04
					Water & Water Jugs for BD & PW	001-502-505	46.04
	386196709116708	Office supplies and uniforms	Invoice	07/15/2026	Air disinfectant	480-751-510	11.91
					folders	480-751-500	13.14
					GV 19 LIN	480-751-510	14.31
					Lysol	480-751-510	19.94
					pants	480-751-535	28.98
					Pens	480-751-500	6.78
					Shorts	480-751-535	71.94
	50912	Eaton Quicklag QCF1020 20A 1P 120/2	Invoice	07/17/2026	Eaton Quicklag QCF1020 20A 1P 120/2	480-751-560	330.00
					RES POWER Outdoor 20A 120V Tampe	480-751-560	139.98
	666219906	2 PVC Compression CPLNG	Invoice	07/10/2026	2 PVC Compression CPLNG	001-300-560	13.07
	854	Postage	Invoice	07/14/2026	Postage	001-105-606	16.80
					Postage	001-105-606	33.06
	890	OVERNIGHT MAIL- DOCUMENT RETUF	Invoice	07/22/2026	OVERNIGHT MAIL- DOCUMENT RETUF	001-105-606	35.90
	8DEE66DA1185559	Text Credits	Invoice	07/21/2026	Text Credits	480-751-500	153.00
	INV0014649	J. THOMAS CLOTHING ALLOWANCE SL	Invoice	07/28/2026	J. THOMAS CLOTHING ALLOWANCE SL	001-200-535	259.99
					J. THOMAS CLOTHING ALLOWANCE SL	001-200-535	140.00
	INV0014650	Balance(Past Due)	Invoice	08/10/2026	Balance(Past Due)	001-105-505	126.20
	INV033213	30 Gal Propan	Invoice	07/10/2026	30 Gal Propan	001-301-525	15.30
	USI26-05365445	Employment Job Posting Advertising	Invoice	07/02/2026	Employment Job Posting Advertising	001-105-615	52.78
01035	CARD SERVICES	DKT28159					21.48
	10440678952	Trash Bags	Invoice	07/17/2026	Trash Bags	400-700-510	21.48
02393	CATERPILLAR FINANCIAL SERVICI	DKT28160					715.43
	38889226	Track Loader	Invoice	07/29/2026	Track Loader	001-300-603	715.43
00056	COAST ELECTRIC POWER ASSO	DKT28161					1,936.16
	0726-7163200337	520 ESPY AVE WELL	Invoice	07/31/2026	520 ESPY AVE WELL	400-701-625	1,936.16
00056	COAST ELECTRIC POWER ASSO	DKT28162					3,110.64
	0726-0	Pass Light 6/29/26 - 7/30/26	Invoice	07/30/2026	Pass Light 6/29/26 - 7/30/26	001-301-631	15.22
	0726-7900000145	525 ESPY AVE	Invoice	07/31/2026	525 ESPY AVE	001-200-625	3,095.42

Docket of Claims Register

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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
00824	COASTAL TIRE INC	DKT28163					593.00
	100758	ACO TRUCK LOWER BALL JOINT	Invoice	07/29/2026	ACO TRUCK ALIGNMENT	001-200-560	80.00
					ACO TRUCK LABOR	001-200-560	375.00
					ACO TRUCK LOWER BALL JOINT	001-200-560	138.00
01534	COBURN SUPPLY COMPANY, INC	DKT28164					466.39
	666219474	Water Leak(110 Kelly Cove)	Invoice	06/12/2026	Check Valve	400-704-560	56.61
					Pvc Ball Valve	400-704-560	27.44
					Pvc Coupling	400-704-560	13.07
					Pvc Female Adapter	400-704-560	2.24
					Pvc Pipe Belled End	400-704-560	21.40
	666219575	139 Poinsetta Loop(Sewer)	Invoice	06/22/2026	Pvc Pipe Belled End	400-702-560	35.20
	666219581	403 East RR	Invoice	06/22/2026	Blue Cement	400-702-560	20.73
					Purple Primer	400-702-560	16.84
					Pvc Coupling	400-702-560	2.36
					Pvc Coupling	400-702-560	19.65
					Pvc Elbow	400-702-560	1.98
	666219587	Meter Valve Repair(Market St)	Invoice	06/22/2026	Pvc Belled End	400-704-560	17.60
					Pvc Female Adapter	400-704-560	4.00
	666219590	Market St/PC Harbor(Meter Valve Rep)	Invoice	06/22/2026	Pvc Coupling	400-704-560	1.54
					Pvc Elbow	400-704-560	2.54
					Pvc Elbow	400-704-560	3.66
					Pvc Female Adapter	400-704-560	2.00
	666220201	Sewer Repair(337 Morton)	Invoice	07/27/2026	Primer Cleaner	400-702-560	16.84
					Pvc Cement	400-702-560	26.28
					Pvc Coupling	400-702-560	4.29
					Pvc Hub	400-702-560	3.87
	666220227	Water Line Repair(200 Hackberry)	Invoice	07/28/2026	Pvc Ball Valve	400-704-560	13.72
					Pvc Bushing Spigot	400-704-560	3.04
					Pvc Cement	400-704-560	21.87
					Pvc Coupling	400-704-560	15.30
					Pvc Coupling	400-704-560	3.20
					Pvc Male Adapter	400-704-560	1.48
					Pvc Primer Cleaner	400-704-560	17.77
	666220284	915 Robinson Ave(Gps)	Invoice	07/31/2026	Purple Primer	400-702-560	9.50
					Pvc Cement	400-702-560	27.74
					Pvc Coupling	400-702-560	1.62
					Pvc Elbow	400-702-560	3.56
					Pvc ProSpan	400-702-560	19.65
					Thread Sealant	400-702-560	9.69
	666220399	Water Line Repair(West End)	Invoice	08/06/2026	Pvc SS Clamp Coupling	400-704-560	18.11

Docket of Claims Register

APPKT08451 - 8.18.26

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
01966	CORE AND MAIN LP	DKT28165					8,718.48
	Z495711	Antennas	Invoice	08/07/2026	Antennas	400-703-911	4,672.08
	Z495747	IPearls 3/4 inch meters	Invoice	08/07/2026	IPearls 3/4 inch meters	400-703-911	4,046.40
01593	DA EXTERMINATION CO OF ST T/	DKT28166					120.00
	1620585	ANNUAL TERMITE RENEWAL 205 FLEI	Invoice	08/08/2026	ANNUAL TERMITE RENEWAL 205 FLEI	001-300-603	120.00
00081	DPS CRIME LAB	DKT28167					180.00
	90177557	Analytical Fees	Invoice	08/05/2026	Analytical Fees for August 1- 31, 2026	001-200-600	180.00
00218	FERGUSON US HOLDINGS	DKT28168					3,909.87
	0896935	Stock(Water)	Invoice	06/29/2026	Pvc Pipe(240 ft)	400-704-560	142.27
	0898144	Stock	Invoice	07/14/2026	Flagging Tape	400-704-560	3.85
					Water Shutoff Tool	400-704-560	83.00
					Wire Flag	400-704-560	14.95
	0898933	Stock	Invoice	07/24/2026	Gate	400-704-560	1,050.00
					Mj Bolt/Nut	400-704-560	340.00
					Psi Nsf Blk	400-702-560	76.00
					Psi Nsf Blk	400-702-560	136.00
					Pvc Blue Pipe	400-702-560	197.00
					Pvc Wedge Rest	400-702-560	462.00
					Pvc Wedge Rest	400-702-560	258.00
					Pvc Wedge Rest	400-702-560	321.18
					Rubber Meter Washer	400-704-560	22.38
					Rubber Meter Washer	400-704-560	18.74
					Sbr Gasket	400-702-560	61.20
					Sbr Gasket	400-702-560	60.00
					Sbr Gasket	400-702-560	69.30
					Sbr Trans Gasket	400-704-560	96.00
					Sbr Trans Gasket	400-704-560	144.00
					Sbr Trans Gasket	400-704-560	104.00
					Screw Comp Valve	400-704-560	250.00
01808	FRANKLIN JASON OVERSTREET	DKT28169					5,852.50
	4367	1257 NORTH ST GRAVITY SEWER PH II	Invoice	08/04/2026	1257 NORTH ST GRAVITY SEWER PH II	152-701-602	5,852.50

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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
00096	FUELMAN	DKT28170					7,185.08
	NP70919328	FUEL 7.27.26 - 8.2.26	Invoice	08/02/2026	FUEL 7.27.26 - 8.2.26 BEAUTIFICATION	001-502-525	438.12
					FUEL 7.27.26 - 8.2.26 EXECUTIVE	001-102-525	40.46
					FUEL 7.27.26 - 8.2.26 FIRE DEPARTME	001-220-525	562.00
					FUEL 7.27.26 - 8.2.26 HARBOR	480-751-525	248.34
					FUEL 7.27.26 - 8.2.26 POLICE DEPARTM	001-200-525	1,670.73
					FUEL 7.27.26 - 8.2.26 PUBLIC WORKS	001-200-525	701.62
	NP770963853	FUEL 8.3.26 8.9.26	Invoice	08/09/2026	FUEL 8.3.26 8.9.26 BEAUTIFICATION	001-502-525	177.92
					FUEL 8.3.26 8.9.26 CODE	001-110-525	48.11
					FUEL 8.3.26 8.9.26 FIRE DEPARTMENT	001-220-525	641.74
					FUEL 8.3.26 8.9.26 HARBOR	480-751-525	260.15
					FUEL 8.3.26 8.9.26 POLICE DEPARTME	001-200-525	1,458.45
					FUEL 8.3.26 8.9.26 PUBLIC WORKS	001-301-525	825.69
					FUEL 8.3.26 8.9.26 RECREATION5	001-506-525	111.75
00096	FUELMAN	DKT28171					110.90
	NP70963853-1	FUEL 8.3.26 - 8.9.26	Invoice	08/09/2026	FUEL 8.3.26 - 8.9.26 UTILITY DEPARTM	400-700-525	110.90
02147	FUTURE DESIGN GROUP	DKT28172					250.00
	2328	WEBSITE MAINTENANCE/SECURITY	Invoice	08/01/2026	WEBSITE MAINTENANCE/SECURITY	001-107-600	250.00
00108	GULF COAST BUSINESS SUPPLY	DKT28173					94.00
	379112-0	Urinal Screens	Invoice	08/07/2026	Mountain Air(062300)	001-502-510	50.00
					NCL 24/7 FLOOR FINISH	001-105-510	25.00
					RAYON,COTTON,WHITE(MWH5B)	001-301-510	19.00
02644	GULF COAST TRACTOR AND TRAI	DKT28174					3,061.22
	1045	1112 Brakes	Invoice	05/15/2026	16.5X7 Relined Cast Shoes	001-220-560	124.34
					Brake Drum	001-220-560	985.36
					Drum;16.5X6" ; 1.25"	001-220-560	559.88
					Installed Lining	001-220-560	44.40
					Labor	001-220-560	1,022.00
					Other	001-220-560	32.00
					Shoe Kit 16.5X6" Q+ RMF	001-220-560	293.24
02098	IMPERIAL BAG & PAPER CO LLC	DKT28175					444.22
	42479240	Paper Products (26-01301)	Invoice	07/20/2026	Fuel Surcharge	001-300-505	7.10
					Paper Towels	001-300-505	51.22
					Toilet Tissue(TM1616S)	001-300-505	79.00
	42479241	Paper Products (26-01302)	Invoice	07/20/2026	Fuel Surcharge	480-751-510	7.10
					TP 2Ply 9in(VBJT2750)	480-751-510	299.80
02683	JAAF, LLC	DKT28176					112,116.00
	F02546	2 POLICE SUV INTERCEPTORS	Invoice	08/13/2026	2 POLICE SUV INTERCEPTORS	001-200-915	56,058.00
	F02577	2 POLICE SUV INTERCEPTORS	Invoice	08/13/2026	2 POLICE SUV INTERCEPTORS	001-200-915	56,058.00

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00018	LNJ SERVICES, INC	DKT28177					11,000.00
	26684	Lift Station #6 Repairs	Invoice	05/29/2026	Clean Sanitary Sewer	400-702-560	3,200.00
	26819	Lift Station #6 Repairs	Invoice	05/30/2026	Clean Sanitary Sewer	400-702-560	3,200.00
	26832	Sanitary Cleanout(CityManholes)	Invoice	07/02/2026	Vactor Truck(Scenic Dr)	400-702-560	3,200.00
	26936	Sewer Cleanout(Menge/North St)	Invoice	07/30/2026	Pump Trucks(26935)	400-702-560	700.00
					Pump Trucks(26936)	400-702-560	700.00

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00195	MARTIN HARDWARE	DKT28178					1,443.90
	A189626	PW FY25/26	Invoice	06/04/2026	Aero Kroil Oil,Glass and Tile	001-301-560	34.84
	A189642	HARBOR FY25/26	Invoice	06/04/2026	Extension cord 15'	480-751-560	31.25
	A189656	PW FY25/26	Invoice	06/04/2026	PIPE NIPPLE GALV,SILCOCK	001-301-560	20.43
	A189667	HARBOR FY25/26	Invoice	06/04/2026	TUBE FLEX,CLAMP CABLE	480-751-560	12.66
	A189840	BEAU FY25/26	Invoice	06/08/2026	BOTTLE SPRAY,BAKING SODA	001-502-560	4.44
	A189844	PW FY25/26	Invoice	06/08/2026	BAR/CHAIN OIL	001-301-560	57.97
	A189863	PW FY25/26	Invoice	06/08/2026	FASTENERS	001-301-560	5.48
	A189911	BEAU FY25/26	Invoice	06/09/2026	PADLOCK,FASTENERS	001-502-560	54.73
	A189930	PW FY25/26	Invoice	06/09/2026	PADLOCK COMBO,FASTENERS	001-301-560	91.76
	A189945	HARBOR FY25/26	Invoice	06/09/2026	BALL VALVE PVC 1 SOLV	480-751-560	4.55
	A189956	HARBOR FY25/26	Invoice	06/09/2026	TERMINAL RING 12-10AWG	480-751-560	9.75
	A190006	BUILDING/PLANTS 25/26	Invoice	06/10/2026	FASTENERS	001-300-560	5.56
	A190089	BUILDING/PLANTS 25/26	Invoice	06/11/2026	BATTERY ALKALINE,FILTER FUEL INLINE	001-300-560	21.13
	A190096	BEAU FY25/26	Invoice	06/11/2026	FASTENER VELCRO TAPE	001-502-560	4.35
	A190105	BEAU FY25/26	Invoice	06/11/2026	nitrate gloves	001-502-560	11.09
	A190135	BEAU FY25/26	Invoice	06/11/2026	HOSE CLAMP/SS SCREW	001-502-560	20.34
	A190220	BEAU FY25/26	Invoice	06/12/2026	Black Gorilla Duct Tape	001-502-560	6.99
	A190245	BUILDING/PLANTS 25/26	Invoice	07/12/2026	PADLOCK COATED LAM1-9/16I	001-300-560	24.59
	A190353	BUILDING/PLANTS 25/26	Invoice	06/15/2026	ANCHOR WALL LIGHT 6X1	001-300-560	13.98
	A190367	PW FY25/26	Invoice	06/15/2026	CABLE TIE,WHEEL CUT-OFF	001-301-560	35.92
	A190397	BUILDING/PLANTS 25/26	Invoice	06/15/2026	KILLER WASP/HORNET COMM	001-300-560	15.18
	A190499	HARBOR FY25/26	Invoice	06/17/2026	FASTENERS,BIT DRILL	480-751-560	38.33
	A190503	PW FY25/26	Invoice	06/17/2026	WHEEL GRIND,PIPE SEAL TAPE	001-301-560	9.36
	A190509	BEAU FY25/26	Invoice	06/17/2026	BAR/CHAIN OIL PREM	001-502-560	5.39
	A190519	BEAU FY25/26	Invoice	06/17/2026	GLS SAFETY GRY LENS CONTO	001-502-560	10.99
	A190556	PW FY25/26	Invoice	06/17/2026	3/4X60FT VINYL ELECTRICAL	001-301-560	7.25
	A190622	PD FY25/26	Invoice	06/18/2026	Fasteners	001-200-505	2.33
	A190631	HARBOR FY25/26	Invoice	06/19/2026	FASTENERS	480-751-560	8.08
	A190810	PW FY25/26	Invoice	06/22/2026	SWITCHBOX PVC,WALLPLATE	001-301-560	11.98
	A190883	HARBOR FY25/26	Invoice	06/23/2026	CIRC SAW BLADE	480-751-560	16.04
	A191092	HARBOR FY25/26	Invoice	06/26/2026	FILTER OIL BRIGGS BLACK	480-751-560	12.19
	A191118	PW FY25/26	Invoice	06/26/2026	ADAPTER 50MALE,ADAPTER	001-301-560	54.14
	A191162	BUILDING/PLANTS 25/26	Invoice	06/26/2026	DRAIN TAPE,DRAIN CLEANER	001-300-560	18.98
	A191251	BEAU FY25/26	Invoice	06/29/2026	SNIP AVIATION TIN STRAIGH	001-502-560	14.99
	A191280	FD FY25/26	Invoice	06/29/2026	SEALANT	001-220-561	13.89
	A191281	FD FY25/26	Invoice	06/29/2026	SCRAPER,TAPE	001-220-561	13.94
	A191358	HARBOR FY25/26	Invoice	06/30/2026	HASP SAFETY,KILLER WASP	480-751-560	16.44
	A191460	PW FY25/26	Invoice	07/01/2026	CLEANER MLDWCDE	001-301-560	19.99
	A191472	BUILDING/PLANTS 25/26	Invoice	07/01/2026	SPRAYER POLY PROMO 2GAL	001-300-560	25.74
	A191487	PW FY25/26	Invoice	07/01/2026	HOSE CLAMP,FASTENERS	001-301-560	11.65
	A191529	HARBOR FY25/26	Invoice	07/02/2026	CLEANER BRAKE,CLEANER	480-751-560	15.28
	A191539	BEAU FY25/26	Invoice	07/02/2026	GLOVE LATEX DISPOSABLE 12	001-502-560	2.25

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	A191556	HARBOR FY25/26	Invoice	07/02/2026	OIL MOTOR PENNZOIL 10W30	480-751-560	16.46
	A191611	BUILDING/PLANTS 25/26	Invoice	07/02/2026	VALVE STRT	001-300-560	13.04
	A191624	BEAU FY25/26	Invoice	07/02/2026	KEY	001-502-560	18.64
	A191809	BUILDING/PLANTS 25/26	Invoice	07/06/2026	COLD DRINKS,WATER	001-300-560	30.15
	A191834	HARBOR FY25/26	Invoice	07/06/2026	PLUGS BLACK,RUBBER CEMENT	480-751-560	11.48
	A191928	HARBOR FY25/26	Invoice	07/07/2026	HOSE CLAMP	480-751-560	15.76
	A192040	BUILDING/PLANTS 25/26	Invoice	07/08/2026	OIL 2CYCLE SEMI-SYNTH	001-300-560	6.10
	A192093	PW FY25/26	Invoice	07/08/2026	SEALANT INSUL GAP/CRACKS	001-301-560	28.86
	A192207	PD FY25/26	Invoice	07/09/2026	KEY	001-200-505	2.33
	A192238	BEAU FY25/26	Invoice	07/10/2026	COUPLING PVC	001-502-560	19.61
	A192406	BEAU FY25/26	Invoice	07/13/2026	nitrate glovs	001-502-560	11.09
	A192441	BEAU FY25/26	Invoice	07/13/2026	PIPE PVC	001-502-560	14.56
	A192517	BUILDING/PLANTS 25/26	Invoice	07/14/2026	WRENCH BASIN STEEL JAW 12	001-300-560	13.45
	A192556	BUILDING/PLANTS 25/26	Invoice	07/15/2026	CEILING LIGHT FIX LED BN	001-300-560	79.98
	A192566	HARBOR FY25/26	Invoice	07/15/2026	FASTENERS	480-751-560	6.30
	A192630	HARBOR FY25/26	Invoice	07/16/2026	VALVE SHUT OFF FUEL	480-751-560	13.98
	A192689	BEAU FY25/26	Invoice	07/16/2026	BOTTLE SPRAY 32OZ	001-502-560	2.79
	A192726	BEAU FY25/26	Invoice	07/17/2026	CABLE TIE 11IN UVB CUT 50	001-502-560	23.50
	A192926	PW FY25/26	Invoice	07/20/2026	CAULK ADH TUB TILE WHITE	001-301-560	3.79
	A192946	BUILDING/PLANTS 25/26	Invoice	07/20/2026	COLD DRINKS	001-300-560	26.22
	A192979	BUILDING/PLANTS 25/26	Invoice	07/21/2026	PIPE SEAL TAPE PTFE	001-300-560	0.99
	A193035	HARBOR FY25/26	Invoice	07/22/2026	WD40,GREASE	480-751-560	13.86
	A193081	PW FY25/26	Invoice	07/22/2026	FASTENERS	001-301-560	22.91
	A193117	BUILDING/PLANTS 25/26	Invoice	07/23/2026	TAPE,FASTENERS	001-300-560	10.02
	A193124	HARBOR FY25/26	Invoice	07/23/2026	COUPLING FLEXIBLE PVC 3X3	480-751-560	7.99
	A193143	BUILDING/PLANTS 25/26	Invoice	07/23/2026	KILLER INSECT CRAWLING	001-300-560	25.97
	A193148	FD FY25/26	Invoice	07/23/2026	FASTENERS	001-220-561	2.88
	A193193	HARBOR FY25/26	Invoice	07/24/2026	FASTENERS	480-751-560	24.16
	A193197	BUILDING/PLANTS 25/26	Invoice	07/24/2026	kano sili kroil	001-300-560	28.49
	A193207	BEAU FY25/26	Invoice	07/24/2026	KEY	001-502-560	4.66
	A193371	BUILDING/PLANTS 25/26	Invoice	07/27/2026	MIRROR INSPECTION	001-300-560	11.90
	A193393	BEAU FY25/26	Invoice	07/27/2026	KEY	001-502-560	9.32
	A193404	BUILDING/PLANTS 25/26	Invoice	07/27/2026	BAR EXTENSION 3/8DR X 10I	001-300-560	10.65
	A193488	BUILDING/PLANTS 25/26	Invoice	07/28/2026	WIRE PRIM BLK	001-300-560	7.38
	A193619	HARBOR FY25/26	Invoice	07/30/2026	BALL VALVE PVC	480-751-560	12.28
	A193675	HARBOR FY25/26	Invoice	07/31/2026	BAR EXTENSION	480-751-560	10.65
	A193677	BEAU FY25/26	Invoice	07/31/2026	nitrate glovs	001-502-560	15.88
	A193686	PD FY25/26	Invoice	07/31/2026	BROOM ANGLE	001-200-505	19.61
	A193739	BUILDING/PLANTS 25/26	Invoice	07/31/2026	16.5oz Aero Kroil Oil	001-300-560	29.99
00195	MARTIN HARDWARE	DKT28179					4.35
	A190046	WATER FY25/26	Invoice	06/10/2026	DUST MASK 5PC DISPOSABLE	400-702-560	4.35

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00204	MICRO-METHODS, INC	DKT28180					599.00
	2607335-424	E Scenic Sewer Main Sand Removal	Invoice	07/31/2026	Sample Results	400-702-560	465.00
	2607423-424	Water Samples	Invoice	07/23/2026	Water Samples	400-702-560	134.00
00230	NAPA OF BAY ST. LOUIS	DKT28181					113.74
	447930	Hose Fittings	Invoice	07/22/2026	Hose Fittings	001-301-560	51.86
					Reel	001-301-560	61.88
00239	O'REILLY AUTOMOTIVE STORES,	DKT28182					45.56
	1281-328092	Ball Joint(2016 Dodge Charger)	Invoice	08/01/2026	Ball Joint(K80996)	001-200-560	45.56
00862	PORTABLE SERVICES, INC.	DKT28183					210.00
	178520	104 HENDERSON CONSTRUCTION & H	Invoice	08/06/2026	104 HENDERSON CONSTRUCTION AUC	001-502-639	140.00
					104 HENDERSON HANDWASH STATION	001-502-639	70.00
01973	PSYCHOLOGICAL RESOURCES SU	DKT28184					1,250.00
	2608047	PSYCHOLOGICAL C. KIDDY, B. RICHARD	Invoice	08/04/2026	PSYCH EXAM: CERVANTES, DURHAM, I	001-200-505	750.00
					PSYCHOLOGICAL C. KIDDY, C. IVEY	001-200-505	500.00
02363	PVS DX INC	DKT28185					7,785.74
	217001159-26	Market St Well	Invoice	06/29/2026	Market St Well(Chlorine)	400-704-560	1,730.16
	217001165-26	Espy Well	Invoice	06/29/2026	Espy Well(Chlorine)	400-704-560	1,730.16
	217001167-26	Bayview Well	Invoice	06/29/2026	Bayview Well(Chlorine)	400-704-560	1,297.62
	217001344-26	Market St Well	Invoice	07/27/2026	Market St Well(Chlorine)	400-704-560	1,946.44
	217001347-26	Bayview Well	Invoice	07/27/2026	Bayview Well(Chlorine)	400-704-560	1,081.36
01177	QUADIENT FINANCE USA, INC.	DKT28186					16.47
	0726-POSTAGE	POSTAGE	Invoice	07/24/2026	POSTAGE	001-105-606	16.47
00273	RAINBOW SPRING WATER, INC	DKT28187					21.34
	303168	CITY HALL WATER	Invoice	08/11/2026	CITY HALL DELIVERY SURCHARGE	001-105-505	7.84
					CITY HALL WATER RW SPRING 5 GAL	001-105-505	13.50
02167	ROBERT J YOUNG COMPANY LLC	DKT28188					288.71
	INV8179877	PRINTING CONTRACT 7.8.26 - 8.7.26	Invoice	08/11/2026	ADMIN PROCESSING FEE 7.8.26 TO 8.7	001-110-600	8.00
					CONTRACT BASE RATE 7.8.26 TO 8.74.	001-110-600	280.71
02121	SOUTHERN HOSPITALITY SUPPLY	DKT28189					192.75
	40631	Copy Paper(CH/PW)	Invoice	08/11/2026	Copy Paper(1004)	001-105-505	154.20
					Copy Paper(1004)	001-301-505	38.55
00312	SOUTHERN PRINTING	DKT28190					433.98
	261492	Uniforms	Invoice	08/04/2026	Port Authority	480-751-535	206.55
					Sport Tek Polo(2XL)	480-751-535	36.75
					Sport Tek Polo(3XL)	480-751-535	80.90
					Sport Tex Polo(M/XL)	480-751-535	69.78
	261783	Metal Signs	Invoice	07/30/2026	No Food or Drink	001-506-505	20.00
					Play Like A Champion	001-506-505	20.00

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00809	Specialty Hose & Fabrication Inc 18808	DKT28191 Bayview Pump Station Repair	Invoice	07/14/2026	6" Aluminum Part C	400-702-560	519.10
					6" Aluminum Part E	400-702-560	241.20
					7" Lock Clamp	400-702-560	112.00
					General Hose Assembly	400-702-560	90.90
							75.00
00521	STATE FIRE ACADEMY	DKT28192					560.00
	14722	J Klemmer Driver Pump	Invoice	07/24/2026	J Klemmer Driver Pump	001-220-610	500.00
	14755	Msat	Invoice	08/06/2026	Msat	001-220-610	60.00
00329	SUNBELT FIRE APPARTUS, INC	DKT28193					2,312.48
	00042811	Helmets	Invoice	08/03/2026	Kit, Eyeshield & Hardware, Nfpa Bourk	116-220-919	552.48
					Stock Red1836, Defender, Blk Nomex E	116-220-919	880.00
					Stock Yellow 1836 Helmet, Defender, E	116-220-919	880.00
01632	TRANSUNION RISK AND ALTERN	DKT28194					145.50
	851248-202607-1	ADVANCED SEARCHES	Invoice	08/01/2026	ADVANCED SEARCHES	001-200-505	145.50
01327	VETERINARY MEDICAL ARTS PLLC	DKT28195					95.99
	246070	CANINE ADULT SALMON & RICE 33LBS	Invoice	08/07/2026	CANINE ADULT SALMON & RICE 33LBS	001-200-505	95.99
Total Claims: 48						Total Payment Amount:	188,969.39