

Proceedings of the City Council Meeting of the City of Bay Saint Louis, State of Mississippi, taken at a meeting held July 18, 2017 in the City Council Chambers at the Bay Saint Louis Conference Center at 598 Main Street. The meeting began at 5:30 p.m.

ATTENDANCE:

COUNCIL: Doug Seal, President (Ward 1), Gene Hoffman (Ward 2), Jeff Reed (Ward 3), Larry Smith (Ward 4), Buddy Zimmerman (Ward 5), Josh DeSalvo (Ward 6) and Gary Knoblock (Council Member-at-Large)

COUNCIL STAFF: Lisa Tilley, Clerk of Council

ADMINISTRATIVE STAFF: Mike Favre, Mayor, Sissy Gonzales, City Clerk/Comptroller and

ABSENT: Trent Favre, City Attorney

Council Member Reed delivered the invocation and Pledge of Allegiance.

GUESTS

- **Ron Thorp – Update on the administrative consolidation of two county school districts**

Ron Thorp updated the Bay Saint Louis City Council regarding the Administrative Consolidation of the two school districts in Hancock County. There was a workshop with the Hancock County Board of Supervisors to discuss the advantages and disadvantages to the students, teachers and tax payers with an Administrative Consolidation. An education report was delivered to the Hancock County Board of Supervisors, the City of Waveland and the City of Bay Saint Louis. He will present to the City of Diamondhead in August

The Hancock County School Board President, Jennifer Seal, stated the Hancock County School Board would like to take the matter under advisement and review the information provided.

Mr. Thorp provided the Bay Saint Louis City Council copies of the meeting as accurately reported in the Sea Coast Echo as well as copies of letters Mr. Thorp wrote to both school districts and a "Did You Know" article Mr. Thorp is writing as a series in the Sea Coast Echo.

Mr. Thorp has received multiple affirmations for an Administrative Consolidation from various persons.

Mr. Thorp will update the Bay Saint Louis City Council with new updates/information/happenings/etc in future meetings.

- **Courtney Thomas, Hancock County Library System – Request two (2) representatives from the City and the City Attorney to negotiate on the City's behalf for a services contract**

Courtney Thomas thanked the City of Bay Saint Louis for cooperation with the Comic-Con event they hosted. Ms. Thomas stated that the Bay Saint Louis Police Department and the officers who provided security, Captain Wes Mayley, Officer David Hart and Officer Eric Arnsberger, were amazing. They even helped find a lost child.

Ms. Thomas met with Hancock County Board of Supervisors' President, Blaine Lafontaine, about the library services contract that needs to be resolved soon. Ms. Thomas is requesting that each entity, Hancock County, Bay Saint Louis and Waveland, each appoint representatives to attend a workshop.

At the Hancock County Board of Supervisors meeting, there was a motion to authorize two Supervisors to hold a workshop with the City Bay Saint Louis and the City of Waveland regarding the Hancock County Library System and approve any necessary advertising for this workshop. Ms. Thomas stated the City of Diamondhead has declined to participate but Ms. Thomas will continue to reach out to them.

Representatives from the Hancock County Board of Supervisors will be President Blaine Lafontaine and Supervisor Scotty Adam. The City of Waveland representative will be the City Attorney, Rachel Yarborough, Hancock County Library's board has selected Art Clementin from Bay Saint Louis and Bernie Cullen from Waveland. Ms. Thomas requested that Bay Saint Louis City Council to appoint representatives from the City of Bay Saint Louis to participate in the negotiations for a new services contract.

Motion to appoint Council Member DeSalvo, Council Member Hoffman and Mayor Favre as representatives of the City of Bay Saint Louis to sit in on the workshop with representatives from the Hancock County Board of Supervisors and representatives from the City of Waveland to discuss the library contract between Hancock County, the City of Waveland and the City of Bay Saint Louis

Council Member Knoblock motioned, seconded by Council Member Smith, to appoint Council Member DeSalvo, Council Member Hoffman and Mayor Favre as representatives of the City of Bay Saint Louis to sit in on the workshop with representatives from the Hancock County Board of Supervisors and representatives from the City of Waveland to discuss the library contract between Hancock County, the City of Waveland and the City of Bay Saint Louis.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

CITY CLERK/COMPTROLLER'S REPORT

• **Budget adoption deadlines**

Motion to schedule budget workshops for July 20, 2017 at 6:00 p.m. and July 27, 2017 at 6:00 p.m.

Council Member DeSalvo motioned, seconded by Council Member Hoffman, to schedule Budget Workshops for July 20, 2017 at 6:00 p.m. and July 27, 2017 at 6:00 p.m.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Bay Saint Louis Cash Balances**

Motion to spread the Bay Saint Louis Cash Balances dated July 18, 2017, in the amount of \$2,812,016.82 before the docket and \$2,460,219.13 after the docket, on the Minutes

Council Member Reed motioned, seconded by Council Member Zimmerman, to spread the Bay Saint Louis Cash Balances dated July 18, 2017, in the amount of \$2,812,016.82 before the docket and \$2,460,219.13 after the docket, on the Minutes. (Exhibit "A")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Bay Saint Louis Certification Letter dated July 18, 2017 for Docket of Claims #16-055 and Docket of Claims #16-056**

Motion to spread the Bay Saint Louis Certification Letter dated July 18, 2017, for Docket of Claims #16-055 in the amount of \$338,732.79 and Docket of Claims #16-056 in the amount of \$13,065.00 on the Minutes

Council Member Reed motioned, seconded by Council Member Hoffman, to spread the Bay Saint Louis Certification Letter dated July 18, 2017, for Docket of Claims #16-055 in the amount of \$338,732.79 and Docket of Claims #16-056 in the amount of \$13,065.00, on the Minutes. (Exhibit "B")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Bay Saint Louis Payroll**

Motion to spread the Bay Saint Louis Payroll dated July 5, 2017 on the Minutes

Council Member Reed motioned, seconded by Council Member Smith, to spread the Payroll dated July 5, 2017, in the amount of \$165,088.49, on the Minutes. (Exhibit "C")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Bay Saint Louis Docket of Claims #16-055 dated July 18, 2017**

Council Member DeSalvo asked about why the date on item 7513, Blackboard, Inc., on page 2 of the Docket of Claims was so long ago. City Clerk/Comptroller Gonzales stated that item needed to be removed from the Docket, total amount removed being.

Motion to approve the Docket of Claims #16-055 dated July 18, 2017, in the amount of \$331,854.66, after the deduction of item 7513, Blackboard, Inc., in the amount of \$6,878.13

Council Member Reed motioned, seconded by Council Member Smith, to approve the Docket of Claims #16-055 dated July 18, 2017, in the amount of \$331,854.66, after the deduction of item 7513, Blackboard, Inc., in the amount of \$6,878.13. (Exhibit "D") as follows:

001 General Fund	\$83,975.98	(\$77,097.85 after deduction)
330 2016 Debt Service R&B Fund	\$67,450.00	
400 Utility Fund	\$155,182.88	
<u>450 Municipal Harbor Fund</u>	<u>\$32,123.93</u>	
Total	\$338,732.79	(\$331,854.66 after deduction)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

City Clerk/Comptroller Gonzales will prepare a new Cash Balances and new Certification Letter with the new amounts after the deduction of item 7513, Blackboard, Inc., in the amount of \$6,878.13.

• **Bay Saint Louis Docket of Claims #16-056 dated July 18, 2017**

Motion to approve the Docket of Claims #16-056 dated July 18, 2017, in the amount of \$13,065.00

Council Member Reed motioned, seconded by Council Member Hoffman, to approve the Docket of Claims #16-056 dated July 18, 2017, in the amount of \$13,065.00. (Exhibit "E") as follows:

330 2016 Debt Service R&B Fund	\$12,000.00
<u>450 Municipal Harbor Fund</u>	<u>\$1,065.00</u>
Total	\$13,065.00

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- **Southern Administrator – Cafeteria Plan renewal**

Motion to authorize Mayor Favre to execute the City of Bay Saint Louis, Mississippi Contract for Professional Services with Southern Administrators and Benefits Consultants, Inc. for the Cafeteria Plan Administration, pretax health insurance benefits for City of Bay Saint Louis employees. The contract has been reviewed and approved by City Attorney Favre

Council Member Zimmerman motioned, seconded by Council Member DeSalvo, to authorize Mayor Favre to execute the City of Bay Saint Louis, Mississippi Contract for Professional Services with Southern Administrators and Benefits Consultants, Inc. for the Cafeteria Plan Administration, pretax health insurance benefits for City of Bay Saint Louis employees. The contract has been reviewed and approved by City Attorney Favre. (Exhibit “F”)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

ORDINANCES

- **Pedicab Ordinance readoption**

Motion to adopt Amended Pedicab Ordinance Number 363 to be Pedicab Ordinance Number 617-07-2017. This ordinance was originally adopted on March 6, 2014

Council Member Knoblock motioned, seconded by Council Member Smith, to adopt Amended Pedicab Ordinance Number 363 to be Pedicab Ordinance Number 617-07-2017. This ordinance was originally adopted on March 6, 2014. (Exhibit “F”)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- **Pedicab Ordinance Summary Notice Publication approval**

Motion to approve the Pedicab Ordinance Summary Notice Publication approval for publication in a local newspaper, Sea Coast Echo, in compliance with state law

Council Member Knoblock motioned, seconded by Council Member Smith, to approve the Pedicab Ordinance Summary Notice Publication approval for publication in a local newspaper, Sea Coast Echo, in compliance with state law. (Exhibit “G”)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

- **Municode Ordinance – Spread Proof of Publication**

Motion to spread the Municode Ordinance, Number 616-06-2017, Proof of Publication on the Minutes

Council Member Reed motioned, seconded by Council Member Zimmerman, to spread the Municode Ordinance, Number 616-06-2017, Proof of Publication on the Minutes. (Exhibit “H”)

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

• **Historic Preservation Ordinance appeal time**

Motion to require that an applicant who has been denied by the Historic Preservation Commission have 10 business days to file an appeal and 60 days from the date of the appeal to have the matter heard by the Bay Saint Louis City Council if the applicant wishes to appeal the decision of the Historic Preservation Commission to the Bay Saint Louis City Council. If a Notice of Appeal is received by the Bay Saint Louis City Council within 10 days, but the appeal is not heard within 60 days, the appeal shall be automatically denied

Council Member Hoffman motioned, seconded by Council Member Reed, to require that an applicant who has been denied by the Historic Preservation Commission shall have 10 business days to file an appeal and 60 days from the date of the appeal to have the matter heard by the Bay Saint Louis City Council if the applicant wishes to appeal the decision of the Historic Preservation Commission to the Bay Saint Louis City Council. If a Notice of Appeal is received by the Bay Saint Louis City Council within 10 days, but the appeal is not heard within 60 days, the appeal shall be automatically denied.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

COUNCIL/NEW/OLD BUSINESS

• **Mississippi Municipal League (MML) voting and alternate**

Motion to nominate Council Member Reed, Council Member Knoblock as the alternate to vote during the Mississippi Municipal League Summer Conference July 24-26, 2017

Council Member Hoffman motioned, seconded by Council Member Smith, to nominate Council Member Reed, Council Member Knoblock as the alternate to vote during the Mississippi Municipal League Summer Conference July 24-26, 2017.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: None

MAYOR'S REPORT

Consent Agenda

- a) Travel
 - Department: Police
 - Employee: Christopher Canaski, Jamie Scruggs
 - Date: July 31, 2017 – August 2, 2017
 - Location: Long Beach, MS
 - Reason: Training
 - Sponsoring Organization: Amber Alert Training and Technical Assistance Program
 - Registration: -0-
 - Meals: -0-
 - Transportation: City Vehicle
 - Lodging: -0-

- b) Travel
Department: Police
Employee: Christopher Canaski, Jamie Scruggs
Date: August 30, 2017
Location: Hattiesburg, MS
Reason for Travel: Training
Sponsoring Organization: Children Advocacy Center
Registration: -0-
Meals: -0-
Transportation: City Vehicle
Lodging: -0-
- c) Approve street closures to allow for Halloween Parade
October 27, 2017 7:00 p.m. – 9:00 p.m. line up at 6pm on Blaize Avenue to Union Street to Beach Boulevard to Main Street. to North Necaize Avenue ending at Bookter Street
- d) Approve Street closures to allow for National Night Out Expo August 1, 2017 5:30 p.m. - 8:30 p.m.
398 Blaize Avenue to Depot Way Bookter Street from Hancock Street to Depot Way
- e) Declare the following inventory items surplus and disposed of through auction or other avenues:
- Cubicle Pieces - No longer in use - (Asset # 1104)
 - Surveillance TV - Broken - SN 7120233 - (Asset # 1136)
 - Surveillance Recorder - Broken - SN 40524689 - (Asset # 1137)
 - Red Office Chair - Torn - (No asset #)
 - Red Office Chair - Torn - (Asset # 1116)
 - HP Printer - Broken - SN 0059-06-1130 (No asset #)
 - Computer Monitor Viewsonic - Broken - SN P37053433050 - (No asset #)
 - Computer Monitor - Broken - Acer - SN ETLATOC12474701C674009 (Asset # 1077)
 - HP Printer DeskJet 6122 – Broken - SN MY3BDZB27V (No asset #)
 - HP Printer LaserJet 4350tn - Broken - (No asset #)
 - Red Side Chair - Torn - (Asset # 1070)
 - Red Side Chair - Torn - (Asset # 1071)
 - File Cabinet - Broken - (Asset # 1151)
 - Sharp Copy Machine - Old Finance copier - SN 65001951 - (Asset # 1461)
 - Red Office Chair - Torn - (No asset #)
 - Red Side Chair - Torn - (No asset #)
 - Leather Office Chair - Torn - (No asset #)
 - Red Office Chair - Torn - (Asset # 1616)
 - Red Office Chair - Torn - (Asset # 1613)
 - Computer Monitor-Dell M991-Broken-SNMX-05C544-47801-BRH26Z - (Asset#1350)
 - HP Printer InkJet CP1700 - Broken - SN SG2AB511GZ (Asset # 1351)
 - HP OfficeJet J5780 Printer - Broken - SN CN77RCWO3T (Asset # 1377)
 - Brother HL-40C Printer - Broken - SN 661780J8J285209 (Asset # 1378)
 - Typewriter- Broken - SN 1362 K07852264 (No asset #)
 - Calculator Machine - Broken – SN 41400974 (No asset #)
 - HP Printer - Broken - SN TH66M1515X(No asset #)
 - Lanier Copier LD435C - Old PW copier - SN 76820242 - (Asset # 1460)
 - Sharp Copier ARM 55OU - Old Court copier - SN 6500281 (Asset # 1474)
 - Calculator Machine - Broken - (No asset #)
 - Paper Shredder PS67C - Broken - (No asset #)
 - Brother Typewriter - Broken – SN K6K176381 - (No asset #)
 - Smith and Corona Typewriter - Broken - SN Y106L00874 - (No asset #)
 - Red Stool - Torn (Asset # 1591)
 - Black Stool – Old (Asset # 1590)
- f) Potential Personnel Ordinance amendments
g) Planning and Zoning appointments
h) MEMA Reconciliation of Public Assistance Funding

Motion to declare the following inventory items surplus and dispose of through auction or other avenues, item e), of Mayor Favre's Consent Agenda

Council Member Zimmerman motioned, seconded by Council Member Smith, to declare the inventory items, listed in item e) of Mayor Favre's Consent Agenda, in surplus and to authorize the disposal of the items through auction or other avenues.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Seal

Mayor Favre removed item c) of the Consent Agenda.

Motion to approve items a), b) and d) of Mayor Favre's Consent Agenda

Council Member Reed motioned, seconded by Council Member DeSalvo, to items a), b) and d) of Mayor Favre's Consent.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Seal

Motion to ratify Mayor Favre's appointment of Amy Gemelli Doescher to the Planning and Zoning Commission

Council Member Knoblock motioned, seconded by Council Member DeSalvo, to ratify Mayor Favre's appointment of Amy Gemelli Doescher to the Planning and Zoning Commission.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Seal

Motion to ratify Mayor Favre's appointment of Kyle Lewis to the Planning and Zoning Commission

Council Member Reed motioned, seconded by Council Member Smith, to ratify Mayor Favre's appointment of Kyle Lewis to the Planning and Zoning Commission.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Reed, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Seal

ATTORNEY'S REPORT

- Approve lease of Old City Hall (upstairs) to Mandie French (or business of)

Motion to approve the Lease by and between the City of Bay Saint Louis, Mississippi and Barre Theory, L.L.C., Lease to begin August 15, 2017, lease is for the upstairs rental of the building known as the "Old Bay Saint Louis City Hall" located at 300 South 2nd Street, Bay Saint Louis, Mississippi, for a total of \$12,000.00 per year to be paid at a rate of \$1,000.00 monthly, plus utilities in the amount of \$125.00 per month and to authorize Mayor Favre to execute the Lease

Council Member Smith motioned, seconded by Council Member Hoffman, to approve the Lease by and between the City of Bay Saint Louis, Mississippi and Barre Theory, L.L.C., Lease to begin August 15, 2017, lease is for the upstairs rental of the building known as the "Old Bay Saint Louis City Hall" located at 300 South 2nd Street, Bay Saint Louis, Mississippi, for a total of \$12,000.00 per year to be paid at a rate of \$1,000.00 monthly, plus utilities in the amount of \$125.00 per month and to authorize Mayor Favre to execute the Lease. (Exhibit "I")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Reed

- **Ratify lease of Old City Hall (downstairs) to Sonny's Cypress Café (terms of lease required ratification by new Council)**

Motion to approve the Assignment of Lease to transfer the Lease of Forstall Cypress Café to Sonny's Cypress Café, L.L.C., for the building known as "Old Bay Saint Louis City Hall", 300 South 2nd Street, Bay Saint Louis, Mississippi

Council Member Reed motioned, seconded by Council Member Hoffman, to approve the Assignment of Lease to transfer the Lease of Cypress Café Forstall to Sonny's Cypress Café, L.L.C., for the building known as "Old Bay Saint Louis City Hall", 300 South 2nd Street, Bay Saint Louis, Mississippi. (Exhibit "J")

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Reed

PUBLIC FORUM

Michelle Davison spoke about the three minute rule, Facebook Live, the Council Members speaking up and into the microphones, the Bay Saint Louis Building Department and ADA compliance regarding a local restaurant.

MINUTES

Motion to Approve the Minutes of July 5, 2017 as amended

Council Member Reed moved, seconded by Council Member Zimmerman, to approve the Minutes of July 5, 2017 as amended.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Reed

Motion to Approve the Minutes of July 6, 2017 Recessed Meeting

Council Member Reed moved, seconded by Council Member Hoffman, to approve the Minutes of July 5, 2017.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Reed

ADJOURN

Motion to Adjourn

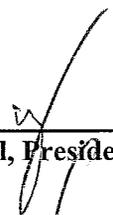
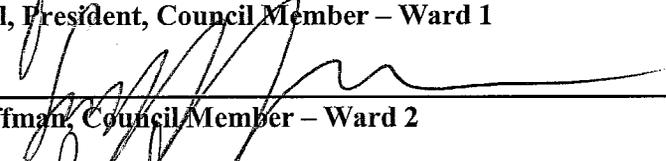
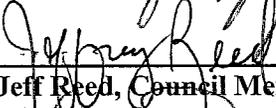
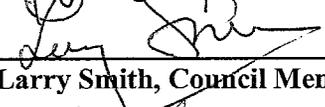
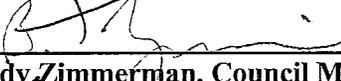
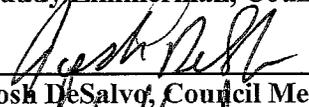
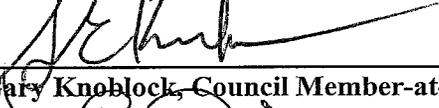
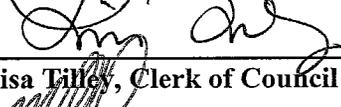
Council Member Reed moved, seconded by Council Member Zimmerman, to adjourn.

A vote was called for with the following response:

VOTING YEA: DeSalvo, Zimmerman, Smith, Seal, Hoffman and Knoblock

VOTING NAY: None

ABSENT: Reed

 Doug Seal, President, Council Member – Ward 1	8/8/17 Date
 Gene Hoffman, Council Member – Ward 2	8/8/17 Date
 Jeff Reed, Council Member – Ward 3	8/8/17 Date
 Larry Smith, Council Member – Ward 4	8/8/17 Date
 Buddy Zimmerman, Council Member -- Ward 5	8/8/17 Date
 Josh DeSalvo, Council Member – Ward 6	8/8/17 Date
 Gary Knoblock, Council Member-at-Large	8-8-17 Date
 Lisa Tilley, Clerk of Council	8-8-17 Date
 Mike Favre, Mayor	8-8-17 Date

**CITY OF BAY ST LOUIS
CASH BALANCES
7/14/2017**


 JUL 14 2017
 By *Brian Fournier*
 NTS 07-18-17

<u>FUND</u>	<u>DESCRIPTION</u>	<u>Before</u>	<u>Docket</u>	<u>After</u>
001	GENERAL FUND OPERATING	\$ 229,366.25	\$ 83,975.88	\$ 145,390.37
001	MUN FIRE REBATE FUND & 1/4 MILL	\$ 31,898.93		\$ 31,898.93
005	MUNICIPAL RESERVE FUND	\$ 225,024.65		\$ 225,024.65
020	NARCOTICS TASK FORCE ACCT	\$ 4,236.06		\$ 4,236.06
200	DEBT SERVICE ACCOUNT	\$ 43,413.87		\$ 43,413.87
250	UTILITY BOND SINKING FUND (REFI IN 2014)	\$ 117,072.74		\$ 117,072.74
270	COUNTY ROAD & BRIDGE DEBT SERVICE	\$ 128,469.55		\$ 128,469.55
300	DOJ FUNDS	\$ 321,702.53		\$ 321,702.53
330	2016 ROAD CONSTRUCTION BOND	\$ 427,818.90	\$ 79,450.00	\$ 348,368.90
400	UTILITY FUND OPERATING	\$ 329,240.77	\$ 155,182.88	\$ 174,057.89
400	UTILITY CAPITAL AND MAINTENANCE	\$ 388,154.54		\$ 388,154.54
400	UTILITY METER DEPOSITS	\$ 328,777.96		\$ 328,777.96
400	UTILITY DEBT SERVICE	\$ 761.96		\$ 761.96
450	MUNICIPAL HARBOR FUND	\$ 236,078.11	\$ 33,188.93	\$ 202,889.18
450	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 5,002.39		\$ 5,002.39
650	COMMUNITY HALL ACCOUNT	\$ 45,913.96		\$ 45,913.96
654	UNEMPLOYMENT REVOLVING FUND	\$ 45,895.45		\$ 45,895.45
100	KATRINA LONG TERM RECOVERY (FEMA)	\$ 384.76	\$ -	\$ 384.76
115	KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 1,364.28	\$ -	\$ 1,364.28
TOTAL ALL FUNDS:		\$ 2,812,016.82	\$ 351,797.69	\$ 2,460,219.13

*Exhibit "A"
July 18, 2017*

BAY SAINT LOUIS

A PLACE APART

July 14, 2017

RECEIVED
JUL 18 2017
BY: *Jet hand del - SF*
mtz 7-18-17

CERTIFICATION

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

- Claims Docket 07/18/2017_16-055 - \$338,732.79
- Claims Docket 07/18/2017_16-056 - \$13,065.00



Sissy Gonzales
City Clerk
City of Bay St. Louis

Exhibit "B"
July 18, 2017

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1036	BOUDIN, JR, ROBERT J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			646.16
1033	COMPRETTA, ROBERT J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			646.16
1300	FALGOUT, LONNIE J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			646.16
1299	FAVRE, MICHAEL J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			692.31
1339	GARCIA, LINDA D	R -1	REGULAR PAY	001-100-400-000	EMPLOYEE	TOTAL	13.40	80.00	1,072.00
		OT -1-1	OVERTIME	001-100-401-000	EMPLOYEE	TOTAL	20.10	1.25	25.13
								81.25	1,097.13
1194	MC DONALD, WENDY	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			646.16
1039	REED, JEFFREY J	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			646.16
1038	SEAL, JR, PHILLIP DOUG	SAL -1	SAL PAY	001-100-400-000	EMPLOYEE	TOTAL			646.16
1326	TILLEY, LISA C	R -1	REGULAR PAY	001-100-400-000	EMPLOYEE	TOTAL	16.50	80.00	1,320.00
		OT -1-1	OVERTIME	001-100-401-000	EMPLOYEE	TOTAL	24.75	2.00	49.50
								82.00	1,369.50

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	3.25	74.63
REGULAR PAY	160.00	2,392.00
SALARY PAY		4,569.27
** TOTALS **	163.25	7,035.90

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 M/S 07-18-17

Exhibit "C"
 July 18, 2017

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	PAYROLL	TYPE	BATCH	RATE	HOURS	AMOUNT
1053	BREMER, MARY ANN	R -1	REGULAR PAY	001-102-400-000	PAYROLL			14.58	77.25	1,126.30
		VAC -1	VAC PAY	001-102-400-000	PAYROLL			14.58	2.50	36.45
						EMPLOYEE TOTAL			79.75	1,162.75
1022	COMPRETTA, J P	SAL -1	SAL PAY	001-102-400-000	PAYROLL					1,000.00
1319	MAGGIO, STEPHEN J	SAL -1	SAL PAY	001-102-400-000	PAYROLL					1,000.00
						EMPLOYEE TOTAL				1,000.00
1011	SHEPPARD, CLEMENTINE T	R -1	REGULAR PAY	001-102-400-000	PAYROLL			18.50	79.25	1,466.12
		VAC -1	VAC PAY	001-102-400-000	PAYROLL			18.50	0.75	13.88
						EMPLOYEE TOTAL			80.00	1,480.00
1350	SMITH, RACHAEL A	R -1	REGULAR PAY	001-102-400-000	PAYROLL			10.00	64.25	642.50
		VAC -1	VAC PAY	001-102-400-000	PAYROLL			10.00	15.75	157.50
						EMPLOYEE TOTAL			80.00	800.00

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
REGULAR PAY	220.75	3,234.92
SALARY PAY		2,000.00
VACATION PAY	19.00	207.83
** TOTALS **	239.75	5,442.75

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1182	BURCH, MARY A	R -1	REGULAR PAY	001-120-400-000	PAYROLL		16.98	69.25	1,175.86
		VAC -1	VAC PAY	001-120-400-000	PAYROLL		16.98	10.75	182.54
					EMPLOYEE TOTAL			80.00	1,358.40
1010	FAIRCONEETUE, PAULA C	R -1	REGULAR PAY	001-120-400-000	PAYROLL		21.50	64.50	1,386.75
		VAC -1	VAC PAY	001-120-400-000	PAYROLL		21.50	15.50	333.25
					EMPLOYEE TOTAL			80.00	1,720.00
1219	FAVRE, JAMIE E	R -1	REGULAR PAY	001-120-400-000	PAYROLL		13.58	55.43	752.73
		CT -1	COMP TAKEN	001-120-400-000	PAYROLL		13.58	24.57	333.66
					EMPLOYEE TOTAL			80.00	1,086.39
1244	FEUERSTEIN, DAMA M	R -1	REGULAR PAY	001-120-400-000	PAYROLL		14.08	73.50	1,034.88
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL		14.08	6.50	91.52
					EMPLOYEE TOTAL			80.00	1,126.40
1140	FILLINGAME, IES M	SAL -1	SAL PAY	001-120-400-000	PAYROLL				3,091.38
		VAC -1	VAC PAY	001-120-400-000	PAYROLL				81.16
		PRSL -1	PRSNL LEAVE	001-120-400-000	PAYROLL				24.83
					EMPLOYEE TOTAL			105.99	5,657.39
1341	GONZALES, DOLLY H	SAL -1	SAL PAY	001-120-400-000	PAYROLL				2,500.00
					EMPLOYEE TOTAL				2,500.00
1322	JACOBI, LOUIS S	R -1	REGULAR PAY	001-120-400-000	PAYROLL		15.50	20.50	317.75
					EMPLOYEE TOTAL			20.50	317.75
1005	MCKAY JR, AUGUST CHARLESAL	-1	SAL PAY	001-120-400-000	PAYROLL				2,086.15
					EMPLOYEE TOTAL				2,086.15
1334	SINGLETON, CAROL F	R -1	REGULAR PAY	001-120-400-000	PAYROLL		10.50	37.00	388.50
					EMPLOYEE TOTAL			37.00	388.50
1357	THOMPSON, CAITLIN M	R -1	REGULAR PAY	001-120-400-000	PAYROLL		10.00	79.25	792.50
					EMPLOYEE TOTAL			79.25	792.50
1093	TIGGE, VIOLET PATRICIA DR	-1	REGULAR PAY	001-120-400-000	PAYROLL		19.60	80.00	1,568.00
		CE -1	COMP EARNED		PAYROLL			11.75	0.00
					EMPLOYEE TOTAL			91.75	1,568.00

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
COMP TIME EARNED	11.75	0.00
COMP TIME TAKEN	24.57	333.66
PERSONAL LEAVE	31.33	692.65
REGULAR PAY	479.43	7,416.97
SALARY PAY		7,677.53

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PAYROLL NO#: 01 CITY OF BAY ST. LOUIS
BATCH: ALL BATCHES

PAYROLL BATCH REPORT

PAGE: 4
DEPT: 001-120

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
VACATION PAY	107.41	2,480.67
** TOTALS **	654.49	18,601.48

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EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1263	BEAUGEZ, GERALD J	R -1	REGULAR PAY	001-150-400-000	PAYROLL		19.00	69.00	1,311.00
		PRSL -1	PRSNL LEAVE	001-150-400-000	PAYROLL		19.00	8.00	152.00
						EMPLOYEE TOTAL		77.00	1,463.00
1052	BLACK, CHARLENE MARIE	R -1	REGULAR PAY	001-150-400-000	PAYROLL		19.35	80.00	1,548.00
		CE -1	COMP EARNED					27.83	0.00
						EMPLOYEE TOTAL		107.83	1,548.00
1218	FARVE, GREGORY J	R -1	REGULAR PAY	001-150-400-000	PAYROLL		13.00	49.00	637.00
						EMPLOYEE TOTAL		49.00	637.00
1050	KIHNEMAN, SUSAN T	R -1	REGULAR PAY	001-150-400-000	PAYROLL		12.08	80.00	966.40
		OT -1-1	OVERTIME	001-150-401-000	OVERTIME PAYROLL		18.12	4.00	72.48
						EMPLOYEE TOTAL		84.00	1,038.88
1045	MCCONNELL, THOMAS H	R -1	REGULAR PAY	001-150-400-000	PAYROLL		20.19	58.75	1,186.16
		VAC -1	VAC PAY	001-150-400-000	PAYROLL		20.19	13.25	267.52
		PRSL -1	PRSNL LEAVE	001-150-400-000	PAYROLL		20.19	8.00	161.52
						EMPLOYEE TOTAL		80.00	1,615.20
1228	OLIVER, CHARLES R	SAL -1	SAL PAY	001-150-400-000	PAYROLL				1,816.92
						EMPLOYEE TOTAL			1,816.92

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
COMP TIME EARNED	27.83	0.00
OVERTIME	4.00	72.48
PERSONAL LEAVE	16.00	313.52
REGULAR PAY	336.75	5,648.56
SALARY PAY	13.25	1,816.92
VACATION PAY		267.52
** TOTALS **	397.83	8,119.00

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1085	ARMENROUT, SCOTT A	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.17	86.00	1,304.62
		OT	OVERTIME	001-200-401-000	PAYROLL	EMPLOYEE TOTAL		22.75	3.25	73.95
									89.25	1,378.57
1090	ARNOLD, JAMES ANTHONY	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		17.07	84.00	1,433.88
1371	ARNSBERGER, ERIC R	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	82.00	1,231.64
									82.00	1,231.64
1146	AVERHART, PEGGY L	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.00	32.00	448.00
1043	BLAPPERT, DIANE S	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		16.00	72.00	1,152.00
		PRSL	PRSNL LEAVE	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		16.00	8.00	128.00
									80.00	1,280.00
1059	BRADY, TAMMY L	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.73	80.00	1,178.40
1363	CANASKI, CHRISTOPHER C	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		16.00	86.00	1,376.00
		OT	OVERTIME	001-200-401-000	PAYROLL	EMPLOYEE TOTAL		24.00	8.50	204.00
									94.50	1,580.00
1199	COSTER, MARY I	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.06	2.00	28.12
1368	COUSTINS, CHRISTOPHER D	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	86.00	1,291.72
		OT	OVERTIME	001-200-401-000	PAYROLL	EMPLOYEE TOTAL		22.53	12.00	270.36
									98.00	1,562.08
1352	CRAIG, KYLE N	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	67.00	1,006.34
		VAC	VAC PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	36.00	540.72
									103.00	1,547.06
1333	EAGAN III, FREDERICK L	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	86.00	1,291.72
		OT	OVERTIME	001-200-401-000	PAYROLL	EMPLOYEE TOTAL		22.53	1.00	22.53
									87.00	1,314.25
1358	FREEMAN, DAREN T	SAL	SAL PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL				2,201.54
1080	GAILLOT, KEVEN RENE	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		15.02	86.00	1,291.72
		OT	OVERTIME	001-200-401-000	PAYROLL	EMPLOYEE TOTAL		22.53	11.50	259.10
									97.50	1,550.82
1100	GARBER, TAMMY	R	REGULAR PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.00	58.00	812.00
		SCK	SICK PAY	001-200-400-000	PAYROLL	EMPLOYEE TOTAL		14.00	22.00	308.00
									80.00	1,120.00

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1349	GRADY, SCOTT T	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	15.02	71.00	1,066.42
		PRSL	PRSNL LEAVE	001-200-400-000	EMPLOYEE	TOTAL	15.02	2.00	30.04
		SCK	SICK PAY	001-200-400-000	EMPLOYEE	TOTAL	15.02	12.00	180.24
1202	GRAY, DONALD R	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	18.88	86.00	1,623.68
		OT	OVERTIME	001-200-401-000	EMPLOYEE	TOTAL	28.32	11.00	311.52
1337	HART, DAVID D	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	15.02	86.00	1,291.72
		OT	OVERTIME	001-200-401-000	EMPLOYEE	TOTAL	22.53	8.50	191.51
1065	HENDRIX, JEFFREY B	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	18.88	85.00	1,604.80
1221	HOPKINS, MATTHEW A	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	17.07	24.00	409.68
		VAC	VAC PAY	001-200-400-000	EMPLOYEE	TOTAL	17.07	36.00	614.52
		MIT	MILITARY LVE	001-200-400-000	EMPLOYEE	TOTAL	17.07	24.00	409.68
1359	ISSMAN, MATTHEW L	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	17.07	40.00	682.80
1070	KEEFER, JOSEPH F	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	10.00	40.00	400.00
1369	KIRSCH, KARL J	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	15.02	86.00	1,291.72
1367	LONG, KRISTIE M	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	15.02	86.00	1,291.72
		OT	OVERTIME	001-200-401-000	EMPLOYEE	TOTAL	22.53	11.00	247.83
1060	MAYLEY, WESTON C	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	20.12	84.00	1,690.08
1324	MCQUEEN, CALIB W	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	15.02	86.00	1,291.72
1058	MITCHELL, JOHN E	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	17.21	75.50	1,299.35
		PRSL	PRSNL LEAVE	001-200-400-000	EMPLOYEE	TOTAL	17.21	8.50	146.29
1227	MURPHY, DYLAN K	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	17.07	86.00	1,468.02
		OT	OVERTIME	001-200-401-000	EMPLOYEE	TOTAL	25.60	11.00	281.66
1041	NECAISE, DORTY J	R	REGULAR PAY	001-200-400-000	EMPLOYEE	TOTAL	13.48	80.00	1,078.40

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1323	NELSON, JOHN E	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.53	12.50	281.63
						EMPLOYEE TOTAL		98.50	1,573.35	
1044	OTNOFT, CHARLES H	VAC -1	VAC PAY	001-200-400-000	PAYROLL			14.09	252.00	3,550.68
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			14.09	69.06	973.06
						EMPLOYEE TOTAL		321.06	4,523.74	
1068	PHILLIPS, PUSH A	R -1	REGULAR PAY	001-200-400-000	PAYROLL			18.88	63.50	1,198.88
		CT -1	COMP TAKEN	001-200-400-000				18.88	21.00	396.48
						EMPLOYEE TOTAL		84.50	1,595.36	
1309	REYNOLDS, RICKY D	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.17	86.00	1,304.62
						EMPLOYEE TOTAL		86.00	1,304.62	
1345	REYNOLDS, SARA F	R -1	REGULAR PAY	001-200-400-000	PAYROLL			15.02	86.00	1,291.72
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			22.53	11.00	247.83
						EMPLOYEE TOTAL		97.00	1,539.55	
1332	SCRUGGS, JAMIE M	R -1	REGULAR PAY	001-200-400-000	PAYROLL			16.00	86.00	1,376.00
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			24.00	2.50	60.00
						EMPLOYEE TOTAL		88.50	1,436.00	
1234	STANTON, NATHANIEL A	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.07	48.00	819.36
		MLL -1	MILITARY LVE	001-200-400-000	PAYROLL			17.07	36.00	614.52
						EMPLOYEE TOTAL		84.00	1,433.88	
1066	TAYLOR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL			14.06	42.50	597.55
						EMPLOYEE TOTAL		42.50	597.55	
1196	TAYLOR, PAUL STEWART	R -1	REGULAR PAY	001-200-400-000	PAYROLL			17.07	63.25	1,079.67
		VAC -1	VAC PAY	001-200-400-000	PAYROLL			17.07	12.00	204.84
		PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL			17.07	12.00	204.84
						EMPLOYEE TOTAL		87.25	1,489.35	
1338	TAYLOR, JR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL			16.00	86.00	1,376.00
		OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL			24.00	5.50	132.00
						EMPLOYEE TOTAL		91.50	1,508.00	

TYPE	HOURS	AMOUNT
COMP TIME TAKEN	21.00	396.48
MILITARY LEAVE	60.00	1,024.20
OVERTIME	109.25	2,583.92
PERSONAL LEAVE	99.56	1,482.23
REGULAR PAY	40,671.79	2,201.54
SALARY PAY	2,201.54	

DEPARTMENT TOTALS

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
SICK PAY	34.00	488.24
VACATION PAY	336.00	4,910.76
** TOTALS **	3,229.56	53,759.16

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EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1099	ARMENITA SR, BRIAN	R -1	REGULAR PAY	001-260-400-000	PAYROLL			12.20	82.00	1,000.40
		VAC -1	VAC PAY	001-260-400-000	PAYROLL			12.20	24.00	292.80
						EMPLOYEE TOTAL			106.00	1,293.20
1220	AVERY, RONALD D	SAL -1	SAL PAY	001-260-400-000	PAYROLL					1,826.04
						EMPLOYEE TOTAL				1,826.04
1314	BELL, JOSHUA L	R -1	REGULAR PAY	001-260-400-000	PAYROLL			10.50	106.00	1,113.00
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			15.75	26.00	409.50
						EMPLOYEE TOTAL			132.00	1,522.50
1269	BURCHETT, TIMOTHY M	R -1	REGULAR PAY	001-260-400-000	PAYROLL			9.15	48.00	439.20
						EMPLOYEE TOTAL			48.00	439.20
1230	CAPALANO JR, GARY J	R -1	REGULAR PAY	001-260-400-000	PAYROLL			12.20	106.00	1,293.20
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			18.30	50.00	915.00
						EMPLOYEE TOTAL			156.00	2,208.20
1313	CLARK, AUSTIN T	R -1	REGULAR PAY	001-260-400-000	PAYROLL			9.15	24.00	219.60
						EMPLOYEE TOTAL			24.00	219.60
1316	ELZY, DERRION L	R -1	REGULAR PAY	001-260-400-000	PAYROLL			10.50	106.00	1,113.00
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			15.75	30.00	472.50
						EMPLOYEE TOTAL			136.00	1,585.50
1103	FARVE, III, JOHN L	R -1	REGULAR PAY	001-260-400-000	PAYROLL			12.20	108.00	1,317.60
		VAC -1	VAC PAY	001-260-400-000	PAYROLL			12.20	16.00	195.20
		PRSL -1	PRSNL LEAVE	001-260-400-000	PAYROLL			12.20	8.00	97.60
						EMPLOYEE TOTAL			132.00	1,610.40
1257	GARBER, JEFFREY B	R -1	REGULAR PAY	001-260-400-000	PAYROLL			11.69	106.00	1,239.14
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			17.53	14.00	245.49
						EMPLOYEE TOTAL			120.00	1,484.63
1320	GLIDDEN, JOHN A	R -1	REGULAR PAY	001-260-400-000	PAYROLL			10.50	96.00	1,008.00
						EMPLOYEE TOTAL			96.00	1,008.00
1104	GNUAU, RACHEL E	R -1	REGULAR PAY	001-260-400-000	PAYROLL			11.69	96.00	1,122.24
		VAC -1	VAC PAY	001-260-400-000	PAYROLL			11.69	18.00	210.42
		PRSL -1	PRSNL LEAVE	001-260-400-000	PAYROLL			11.69	6.00	70.14
						EMPLOYEE TOTAL			120.00	1,402.80
1328	GUITTREAUX, MICHAEL J	R -1	REGULAR PAY	001-260-400-000	PAYROLL			10.50	106.00	1,113.00
		OT -1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL			15.75	14.00	220.50
						EMPLOYEE TOTAL			120.00	1,333.50
1258	HARDMAN, MATTHEW B	R -1	REGULAR PAY	001-260-400-000	PAYROLL			11.69	96.00	1,122.24
						EMPLOYEE TOTAL			96.00	1,122.24
1361	HOFFMAN II, WAYNE J	R -1	REGULAR PAY	001-260-400-000	PAYROLL			10.00	106.00	1,060.00

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1346	LABAT, ROBERT B	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	2.00	31.50
					EMPLOYEE TOTAL			108.00	1,144.50
1340	LOUSTALOT III, NORMAN JR	-1	REGULAR PAY	001-260-400-000	PAYROLL		9.15	48.00	439.20
					EMPLOYEE TOTAL			48.00	439.20
1303	MAURICE JR, GARY F	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50
1107	STEFANO, DAVID D	R	REGULAR PAY	001-260-400-000	PAYROLL		11.69	72.00	841.68
		PRSL	PRSNL LEAVE	001-260-400-000	PAYROLL		11.69	24.00	280.56
					EMPLOYEE TOTAL			96.00	1,122.24
1110	STRONG, MONTY E	SAL	SAL PAY	001-260-400-000	PAYROLL				2,163.08
					EMPLOYEE TOTAL				2,163.08
1355	TORRES, ADAM C	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	18.50	291.38
					EMPLOYEE TOTAL			124.50	1,404.38
1360	WOODS, JUSTIN A	R	REGULAR PAY	001-260-400-000	PAYROLL		10.50	106.00	1,113.00
		OT	OVERTIME	001-260-401-000	OVERTIME PAYROLL		15.75	14.00	220.50
					EMPLOYEE TOTAL			120.00	1,333.50

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	196.50	3,236.87
PERSONAL LEAVE	38.00	448.30
REGULAR PAY	1,730.00	18,893.50
SALARY PAY		3,989.12
VACATION PAY		698.42
** TOTALS **	2,022.50	27,266.21

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1362	ANDERSON, BRANDON P	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		9.00	80.00	720.00
									80.00	720.00
1321	CHIASSON, SR, JASON P	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		14.50	69.50	1,007.75
			VAC	001-300-400-000	PAYROLL			14.50	8.00	116.00
									77.50	1,123.75
1266	DUVERNAY, ROBERT A	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		12.44	59.00	733.96
			VAC	001-300-400-000	PAYROLL			12.44	9.00	111.96
			PRSL	001-300-400-000	PAYROLL			12.44	7.00	87.08
			SCR	001-300-400-000	PAYROLL			12.44	5.00	62.20
									80.00	995.20
1004	ELLIOTT, CINDY B	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		11.90	76.00	904.40
			OT	001-300-401-000	OVERTIME PAYROLL			17.85	2.25	40.16
			PRSL	001-300-400-000	PAYROLL			11.90	4.00	47.60
									82.25	992.16
1174	FAVRE, KIM P	SAL -1	SAL PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL				2,078.47
1373	FAYE, JOSEPH H	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		11.00	40.00	440.00
									40.00	440.00
1353	JOHNSON, SANDRA R	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		12.50	48.00	600.00
			VAC	001-300-400-000	PAYROLL			12.50	32.00	400.00
									80.00	1,000.00
1364	LADNER, COLIN R	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		9.50	63.00	598.50
1164	LADNER, MARK H	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		11.00	12.00	132.00
									12.00	132.00
1148	LOIACANO, JAMES D	SAL -1	SAL PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL				1,816.92
1372	MATHENY, CHARLES L	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		12.00	80.00	960.00
			OT	001-300-401-000	OVERTIME PAYROLL			18.00	0.25	4.50
									80.25	964.50
1253	MAURICE, GARY T	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		18.50	73.25	1,355.12
			VAC	001-300-400-000	PAYROLL			18.50	5.00	92.50
			SCR	001-300-400-000	PAYROLL			18.50	1.00	18.50
									79.25	1,466.12
1150	MCCARDLE, SAMUEL C	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		14.48	74.50	1,078.76
1154	MCKAY, JAMIE	R -1	REGULAR PAY	001-300-400-000	PAYROLL	EMPLOYEE TOTAL		15.50	80.00	1,240.00

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1342	WEEK, GEORGE R	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	9.50	80.00	760.00
1331	PIAZZA, ASHLEY J	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	9.00	80.00	720.00
1213	POWELL, THOMAS J	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	12.00	77.00	924.00
		PRSL -1	PRSNL LEAVE	001-300-400-000	EMPLOYEE	TOTAL	12.00	2.75	33.00
					EMPLOYEE	TOTAL		79.75	957.00
1240	RABOTEAU, WENDELL A	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	14.58	79.50	1,159.11
1329	RAMSEY, DAJON L	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	9.00	80.00	720.00
		OT -1-1	OVERTIME	001-300-401-000	EMPLOYEE	TOTAL	13.50	2.00	27.00
					EMPLOYEE	TOTAL		82.00	747.00
1214	RICHARDSON, CORY M	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	12.08	77.75	939.22
		PRSL -1	PRSNL LEAVE	001-300-400-000	EMPLOYEE	TOTAL	12.08	2.50	30.20
					EMPLOYEE	TOTAL		80.25	969.42
1205	STOREY, CHARLES E	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	13.44	80.00	1,075.20
1155	SWANIER, MITCHELL J	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	14.50	76.00	1,102.00
		SCK -1	SICK PAY	001-300-400-000	EMPLOYEE	TOTAL	14.50	4.00	58.00
					EMPLOYEE	TOTAL		80.00	1,160.00
1276	TAYLOR, DONNELL	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	10.00	76.00	760.00
		SCK -1	SICK PAY	001-300-400-000	EMPLOYEE	TOTAL	10.00	4.00	40.00
					EMPLOYEE	TOTAL		80.00	800.00
1161	THOMAS, ARCHIE	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	12.44	68.00	845.92
		VAC -1	VAC PAY	001-300-400-000	EMPLOYEE	TOTAL	12.44	12.00	149.28
					EMPLOYEE	TOTAL		80.00	995.20
1231	WASHINGTON, THELMA W	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	11.00	80.00	880.00
					EMPLOYEE	TOTAL		80.00	880.00
1149	ZEUGIN JR, HAROLD B	R -1	REGULAR PAY	001-300-400-000	EMPLOYEE	TOTAL	13.08	46.25	604.95
		SCK -1	SICK PAY	001-300-400-000	EMPLOYEE	TOTAL	13.08	16.00	209.28
		PRSL -1	PRSNL LEAVE	001-300-400-000	EMPLOYEE	TOTAL	13.08	16.00	209.28
		VAC -1	VAC PAY	001-300-400-000	EMPLOYEE	TOTAL	13.08	5.44	725.16
		PRSL -1	PRSNL LEAVE	001-300-400-000	EMPLOYEE	TOTAL	13.08	5.04	65.92
					EMPLOYEE	TOTAL		138.73	1,814.59

DEPARTMENT TOTALS		
TYPE	HOURS	AMOUNT
OVERTIME	12.25	251.85
PERSONAL LEAVE	37.29	473.08
REGULAR PAY	1,647.75	20,188.89
SALARY PAY		3,895.39
SICK PAY	30.00	387.98
VACATION PAY	121.44	1,594.90
** TOTALS **	1,848.73	26,792.09

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1145	BREAUX, CANDEE L	R	REGULAR PAY	400-120-400-000		PAYROLL	16.08	49.48	795.63
		PRSL	PRSNL LEAVE	400-120-400-000		PAYROLL	16.08	12.00	192.96
		SCK	SICK PAY	400-120-400-000		PAYROLL	16.08	13.50	217.08
		CT	COMP TAKEN	400-120-400-000			16.08	5.02	80.72
		CE	COMP EARNED					6.32	0.00
								86.32	1,286.39
									EMPLOYEE TOTAL
1137	STEWART, KATIE L	R	REGULAR PAY	400-120-400-000		PAYROLL	16.08	40.20	646.41
		VAC	VAC PAY	400-120-400-000		PAYROLL	16.08	14.50	233.16
		PRSL	PRSNL LEAVE	400-120-400-000		PAYROLL	16.08	1.50	24.12
		SCK	SICK PAY	400-120-400-000		PAYROLL	16.08	6.50	104.52
		CT	COMP TAKEN	400-120-400-000			16.08	3.30	53.06
		CE	COMP EARNED					7.65	0.00
								73.65	1,061.27
									EMPLOYEE TOTAL

TYPE	HOURS	AMOUNT
COMP TIME EARNED	13.97	0.00
COMP TIME TAKEN	8.32	133.78
PERSONAL LEAVE	13.50	217.08
REGULAR PAY	89.68	1,442.04
SICK PAY	20.00	321.60
VACATION PAY	14.50	233.16
** TOTALS **	159.97	2,347.66

DEPARTMENT TOTALS

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L	ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1295	CONWAY, JR, QUENTIN J	R	REGULAR PAY	400-700-400-000	PAYROLL			13.00	80.00	1,040.00
		OT	OVERTIME	400-700-401-000	OVERTIME			19.50	7.00	136.50
						EMPLOYEE TOTAL			87.00	1,176.50
1138	KELLEY JR, CARLTON E	R	REGULAR PAY	400-700-400-000	PAYROLL			15.21	78.25	1,190.18
		PRSL	PRSNL LEAVE	400-700-400-000	PAYROLL			15.21	1.75	26.62
						EMPLOYEE TOTAL			80.00	1,216.80
1176	ORTIZ, JERALDO	SAL	SAL PAY	400-700-400-000	PAYROLL					1,963.08
						EMPLOYEE TOTAL				1,963.08
1178	SAUCIER, HENRI C	R	REGULAR PAY	400-700-400-000	PAYROLL			20.38	66.00	1,385.84
		VAC	VAC PAY	400-700-400-000	PAYROLL			20.38	8.00	163.04
		PRSL	PRSNL LEAVE	400-700-400-000	PAYROLL			20.38	4.50	91.71
						EMPLOYEE TOTAL			80.50	1,640.59
1180	SUMMERS, CARL D	R	REGULAR PAY	400-700-400-000	PAYROLL			16.14	60.00	968.40
		OT	OVERTIME	400-700-401-000	OVERTIME			24.21	0.50	12.11
		SCK	SICK PAY	400-700-400-000	PAYROLL			16.14	20.00	322.80
						EMPLOYEE TOTAL			80.50	1,303.31
1175	THOMS, STEPHEN D	R	REGULAR PAY	400-700-400-000	PAYROLL			16.50	75.25	1,241.62
		OT	OVERTIME	400-700-401-000	OVERTIME			24.75	2.00	49.50
		SCK	SICK PAY	400-700-400-000	PAYROLL			16.50	6.50	107.25
						EMPLOYEE TOTAL			83.75	1,398.37

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	9.50	198.11
PERSONAL LEAVE	6.25	118.33
REGULAR PAY	361.50	5,826.04
SALARY PAY		1,963.08
SICK PAY	26.50	430.05
VACATION PAY	8.00	163.04
** TOTALS **	411.75	8,698.65

SIGNATURE: _____

EMP#	NAME	CODE	DESCRIPTION	G/L ACCOUNT	TYPE	BATCH	RATE	HOURS	AMOUNT
1074	CAUGHLIN, DVANE P	R	REGULAR PAY	450-120-400-000	PAYROLL		16.80	80.00	1,344.00
		OT	OVERTIME	450-120-401-000	OVERTIME	PAYROLL	25.20	24.75	623.70
		-1-1						104.75	1,967.70
1210	FORSYTHALL, STEPHEN P	R	REGULAR PAY	450-120-400-000	PAYROLL		13.08	70.00	915.60
		-1						70.00	915.60
1310	FORTIN, CHARLES P	SAL	SAL PAY	450-120-400-000	PAYROLL				1,730.77
		-1							1,730.77
1370	MALLINI, ANTHONY J	R	REGULAR PAY	450-120-400-000	PAYROLL		10.00	30.00	300.00
		-1						30.00	300.00
1285	MOSSEY, JOSHUA M	R	REGULAR PAY	450-120-400-000	PAYROLL		14.06	79.50	1,117.77
		-1						79.50	1,117.77
1351	WHITE, DEREK J	R	REGULAR PAY	450-120-400-000	PAYROLL		12.50	79.50	993.75
		-1						79.50	993.75

TYPE	HOURS	AMOUNT
OVERTIME	24.75	623.70
REGULAR PAY	339.00	4,671.12
SALARY PAY		1,730.77
** TOTALS **	363.75	7,025.59

SIGNATURE: _____

REPORT GRAND TOTALS

TYPE	HOURS	AMOUNT
COMP TIME EARNED	53.55	0.00
COMP TIME TAKEN	53.89	863.92
MILITARY LEAVE	60.00	1,024.20
OVERTIME	359.50	7,041.56
PERSONAL LEAVE	241.93	3,745.19
REGULAR PAY	7,934.61	110,385.83
SALARY PAY		29,843.62
SICK PAY	110.50	1,627.87
VACATION PAY	677.60	10,556.30
** TOTALS **	9,491.58	165,088.49

*** END OF REPORT ***

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_07/18/2017_16-055

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
7431	AIR MASTERS	6/26/2017	A/C REPAIRS FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,500.00
					TOTAL:	\$ 1,500.00
7516	ALVIN J. SHOWER	7/5/2017	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 4.00
					TOTAL:	\$ 4.00
7474	AT&T	6/30/2017	HARBOR UVERSE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 104.70
					TOTAL:	\$ 104.70
7495	BARNEY'S POLICE SUPPLIES_LAFAYETTE	7/7/2017	DUTY BELT (1)	GENERAL FUND	POLICE	\$ 51.99
					TOTAL:	\$ 51.99
7473	BAYICE COMPANY	7/3/2017	ICE_HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 165.00
7484		7/7/2017	ICE_HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 110.00
7413		7/1/2017	ICE_HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 33.00
					TOTAL:	\$ 308.00
7436	BAY ST LOUIS UTILITIES	6/29/2017	09-3205-00 IRRIGATION SYSTEM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
7437		6/29/2017	08-0110-00 COMMAGERE BOOKTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7438		6/29/2017	07-4260-00 POLICE DEPT.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7439		6/29/2017	06-4885-00 MILK PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.46
7440		6/29/2017	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
7441		6/29/2017	08-0832-00 B&G CLUB BACK BLDG	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
7442		6/29/2017	09-0630-01 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.50
7443		6/29/2017	04-2585-00 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 64.23
7444		6/29/2017	08-0971-00 CITY PARK BATHROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7445		6/29/2017	08-0140-00 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 128.04
7446		6/29/2017	08-0200-00 SPLASH PAD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7447		6/29/2017	08-0970-00 1905 CITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7448		6/29/2017	08-0980-00 CEDAR REST	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.00
7449		6/29/2017	09-0209-00 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 91.51

RECEIVED
 JUL 14 2017
 BY: Det. [Signature] 7-18-17

Exhibit "D"
 July 18, 2017

RECEIVED
JUL 14 2017

BY: *Pat Tice*
July 7-18-17

**CITY OF BAY SAINT LOUIS, MISSISSIPPI
CONTRACT FOR PROFESSIONAL SERVICES**

1. **Parties.** This contract (hereinafter referred to as "Contract" and "Agreement" is made and entered into by and between the City of Bay St Louis as "Employer," and "Plan Sponsor" (hereinafter referred to as "Plan Administrator" or "City of Bay St Louis"), and Southern Administrators and Benefit Consultants, Inc., ("SABC") as Service Provider (hereinafter referred to as "SABC").
2. **Purpose.** City of Bay St Louis hereby engages the services of SABC for City of Bay St Louis Flexible Benefit Cafeteria Plan ("the Plan") as defined in Section 125 of the Internal Revenue Code, and SABC hereby agrees to render those certain services described in Paragraph 3, "Scope of Services," below.
3. **Scope of Services.** SABC shall perform and render the following services:

Perform non-fiduciary and fiduciary duties of a service provider to the extent permitted by law, with Plan Administrator retaining ultimate responsibility of the Plan and supervisory authority over SABC. The duties hereunder of SABC shall be, to do all things necessary to implement the Plan, and ensure compliance with all applicable laws, including but not limited to the following duties:

- A. Inform City of Bay St Louis of employees who are eligible to participate in the Plan and the requirements for participation (subject to the restrictions on participation in the Plan).
- B. Provide all documents and services necessary to implement the Plan, including but not limited to the following:
 1. A Flexible Benefit Cafeteria Plan document that meets the requirements of all state and federal laws, including but not limited to Section 125 of the Internal Revenue Code and subsequent regulations;
 2. An Election and Salary Reduction Agreement (paper or electronic) to be executed by eligible employees in the Plan;
 3. A Summary Plan Description to be copied and distributed to Plan participants by Plan Administrator;
 4. A Business Associate Agreement (Appendix A) intended to comply with the business associate agreement provisions set forth in 45 C.F.R. §164.502(e) & 164.504(e), and any other applicable provisions of 45 C.F.R. parts 160 and 164, subparts A and E, (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and HIPAA Security Standards as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and C.

Exhibit "G"
July 18, 2017

- C. SABC will conduct and enrollment prior to each plan year.
 - D. Advise Plan Administrator of all reporting requirements and prepare for execution, by the Plan Administrator, all reports required to be filed with governmental agencies, including but not limited to, form 5500 and reports required by Section 6039D(a) of the Internal Revenue Code, and subsequent regulations.
 - E. Establish and to Maintain, with the cooperation of Plan Administrator, a responsible record-keeping system for the Plan that meets the requirements of Section 6039D(b) of the Internal Revenue Code, and/or Section 25-17-1 to 25-17-11 of the Mississippi Code.
 - F. Provide necessary payroll adjustments information to the Plan Administrator, pursuant to the compensation and reduction agreements executed by the participants in the Plan or necessary to meet the discrimination requirements or other limitations under the Plan or the Internal Revenue Code.
 - G. Based on the information provided by the Plan Administrator, SABC will perform all required discrimination testing based on the non-discriminatory standards imposed by the law.
 - H. Establish and maintain, as authorized by the Plan Administrator, a checking account for the deposits and disbursements for the funds under the Plan, when Spending Accounts are adopted.
 - I. Advise Plan Administrator on maintaining compliance with all applicable laws and relevant changes in the law.
 - J. Provide the City of Bay St Louis with educational information to be distributed to eligible employees.
 - K. Perform 5500 form filing for Unreimbursed Spending Account only, if required by the IRS.
 - L. Perform fiduciary duties of a service provider, for adopted Spending Accounts to the extent of collecting and verifying all supporting documentation.
4. **Period of Performance.** The Period of Performance of services under this Contract shall begin on **October 1, 2017** and shall end on **September 30, 2020**, for a Three (3) year term. The Period of Performance will automatically be extended as required to complete the coverage periods adopted by the Plan.

This Period of Performance will continue for a one (1) year term, if not terminated under the terms of this Contract, if not superseded by a revised contract.

JUL 14 2017

BY: let email- TF
7-18-17

Personal Guarantee of Lease Agreement

The undersigned (Guarantor) in consideration of the execution of the lease agreement hereby unconditionally guarantees and promises to pay or perform on demand any and all debts, obligations, and liabilities of _____ (Tenant) under or arising out of the lease agreement entered by and between the City of Bay St. Louis and Tenant, for the property known as Old City Hall (2nd Floor).

This is a continuing guarantee which applies to any renewal, extension, modification, or amendment of the lease rental agreement, without notice of Guarantor.

Guarantor hereby waives each and all of the following:

- a. Notice of acceptance of this guarantee.
- b. Notice of any renewal, extension, modification, or amendment of the lease.
- c. Notice of Tenants default under the lease.
- d. The right, if any, to benefit of or to direct the application of the security deposit.
- e. The right to require the City of Bay St. Louis to proceed against the Tenant or any other party prior to proceeding against this Guarantor and agrees that the City of Bay St. Louis may proceed against the Guarantor directly and independently of any other party liable and the cessation of the liability of any other party for any reason other than full payment, shall not in any way affect the liability of the Guarantor.
- f. Any defense of the Tenant or any other liable party.

This guarantee shall be valid only upon the acceptance by the City of Bay St. Louis. This guarantee and the right and obligations of the parties shall be governed and construed in accordance with Mississippi law. Guarantor consents to jurisdiction in the appropriate court in Hancock County, Mississippi. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

This section to be completed by Guarantor

Name: _____ Home Telephone: _____

Address: _____

Employment: _____ Work Telephone: _____

Address: _____

Driver's License# _____ Social Security# _____

Date of Birth: _____ Email: _____

Guarantor authorizes verification of the above information including a credit report and agrees to furnish additional information on request.

Signature: _____ Date: _____

THE CITY OF BAY ST. LOUIS

CONTRACT ADDENDUM

That Contract by and between The City of Bay Saint Louis, Mississippi (BSL) and _____, dated _____, 20____, is amended by the parties through the following Addendum. The following terms will take precedence over all other parts of contracts to which BSL is a party:

1. References. In this addendum, BSL will be understood to mean The City of Bay Saint Louis, Mississippi, as intended in the body of the Contract.
2. Negligence Liability:
 - a. BSL is a governmental entity pursuant to Mississippi law with sovereign immunity as modified by Miss. CODE ANN. § 11-46-1, *et seq.* (Mississippi Tort Claims Act), as amended, and the Mississippi Constitution, Article 4, Section 100. Any action against BSL will be followed in accordance with and subject to the limitations contained therein and does not waive any of the rights contained therein or as interpreted by the Mississippi Attorney General's Office. Currently, the limits of liability under the Act are \$500,000.00 with no punitive damages. Further, no employee of BSL acting in the course and scope of his/her employment can be held personally liable under the Act, Miss. CODE ANN. § 11-46-7, *et seq.*
 - b. BSL is subject only to the jurisdiction of Mississippi state and federal courts. Mississippi law will be applied in all aspects. Accordingly, any provisions attempting to apply the laws of any state other than the State of Mississippi are hereby voided. The courts located in Hancock County, Mississippi, shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Hancock County, Mississippi. Any business or person doing business with BSL
 - c. Any indemnification clause requiring indemnification is hereby voided and replaced by this Paragraph 2(c). Any indemnification clause requiring BSL to indemnify is hereby voided and replaced by this Paragraph 2(c). Each party agrees to be responsible for the negligent acts of its employees. It is the intention of the parties hereto that neither party will incur costs or expenses as a result of the negligence and resulting damage of employees of the other. Further, each party will be responsible for any other responsibility assumed by a party under this Contract and to that extent any such costs or expenses will be borne by that party.
 - d. Any reference to attorney's fees to be paid by BSL is voided.
3. Insurance Requirements
 - a. Any clause contained in the Contract requiring BSL to maintain professional liability or commercial general liability insurance is hereby voided.
 - b. All liability issues will be resolved in accordance with the Mississippi Torts Claims Act as described above.
 - c. BSL agrees to comply with the rules and regulations of the Mississippi Tort Claims Board for the maintenance of insurance/self-insurance.

4. Unavailability of Funds. In order to be excepted from the bid requirements set forth in Miss. CODE ANN. § 31-7-13, any contract for services must include a cancellation clause based on unavailability of funds. Accordingly, the Board of Trustees may cancel this Contract if BSL funds become unavailable during the term of this Contract. If this paragraph is exercised, there will be no further liability on the part of BSL once the notice of unavailability of funds is provided indicating the effective date of the cancellation of this Contract.
5. Arbitration. Any paragraph requiring BSL to submit to binding arbitration is hereby voided.
6. Waiver of Warranties. Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery resulting from a breach of express or implied warranties shall be of no force and effect.
7. No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery in any manner shall be of no force or effect.
8. Waiver of Jury Trial. BSL shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial and any such term(s) requiring same shall be deemed to be of no force or effect as against BSL.
9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.
10. Compliance with Applicable Laws/Standards. It is the intent of both parties that this Contract will be performed in compliance with all applicable statutes, rules, and regulations as promulgated by federal and state agencies or legislative authorities having jurisdiction over the parties.
11. Term/No Automatic Renewal. Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the current City Council of June 30, 2017. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following City Council.
12. Renewal/Extension of Term. Any extension or renewal may be subject to approval by the City Council and shall be subject to the terms of the BSL Contract Addendum in effect at that time.
13. Conflict of Terms. To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.
14. Effective Date. It is agreed by both parties that this Contract is subject to the approval of the governing authorities of BSL and this Contract will become effective only if approved by the governing authorities.

THE CITY OF BAY SAINT LOUIS, MISSISSIPPI

BY: _____

Name: _____

Date:

BY: _____

Name: (Mayor)

Date: _____

BY: _____

Name:

Date: _____

5. **Consideration and Method of Payment.** During the term of this Contract, City of Bay St Louis will pay SABC at the rate of **\$3.50** per participant*, per month, a minimum billing of **\$150.00** per month. *A participant is defined as an employee who signed to participate in Premium Only Plan and/or Dependent Care Spending Accounts and/or Unreimbursed Medical Spending Accounts. Payment is due by the 10th of each month. SABC will pay all of its own expenses and City of Bay St Louis will not be liable for any of such expenses (except where agreed), including but not limited to expenses for overhead, copying, printing and hiring additional part-time or full-time employees.

6. **Relationship of Parties.** It is expressly understood and agreed that City of Bay St Louis enters into this contract with SABC based on the purchase of professional services and not based on an employer-employee relationship. For all purposes under this Contract:
 - A. SABC represents that it has, or will secure at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of City of Bay St Louis.
 - B. Any person employed by SABC to perform the services hereunder shall be the employee of SABC, who shall have the sole right to hire and discharge its employee.
 - C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SABC shall be paid as a gross sum with no withholdings or deductions being made by City of Bay St Louis for any purpose from said Contract sum.
 - D. SABC shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. **Termination for Cause.** Either party may terminate the Contract for cause by giving thirty (30) days written notice to the other party. Cause shall be defined as follows:
 - A. The breach by either party or its representations or duties under the Contract.
 - B. A determination by any governmental authority or court that the participants in the Plan are taxable on the benefits received pursuant to the Plan or that City of Bay St Louis must make FICA payments on account of such benefits, including, but not limited to, a pre-determination by the Internal Revenue Service that the Plan does not meet the requirements of Section 125 of the Internal Revenue Code.
 - C. The insolvency of either party or the filing of a bankruptcy petition by or on behalf of either party.

- D. The failure of SABC to qualify as necessary in an advisory capacity to the Plan under state or federal regulatory authority,
 - E. The discontinuance of business operations by either party.
8. **Termination of Convenience.** Either City of Bay St Louis or SABC may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. City of Bay St Louis agrees to pay SABC pursuant to Section 5, for a period required to complete the coverage period adopted by the Plan.
9. **Ownership of Documents and Work Product.** All documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SABC specifically at the request and solely for the use of City of Bay St Louis, which information is not of the sort that would be compiled in the ordinary course and scope of SABC's regular business activities, shall be owned by City of Bay St Louis upon completion or termination of this Contract. City of Bay St Louis reserves the right to any and all information and/or materials collected on its behalf.

SABC assures that any and all information regarding employees of City of Bay St Louis will be kept strictly confidential and will become the property of City of Bay St Louis. SABC further assures that City of Bay St Louis shall have full access to all information collected, based on the business associate agreement provisions set forth in 45 C.F.R. §164.502(e) or 164.504(e), and any other applicable provisions of 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").

SABC is prohibited from use of the above described information and/or materials without the express written approval of City of Bay St Louis.

10. **Funding.** Intentionally Left Blank
11. **Confidentiality.** City of Bay St Louis agrees to keep confidential and not to use or to disclose to others during the term of this Contract, except as expressly permitted in writing by Southern Administrators and Benefit Consultants, Inc., terms and provisions of this Contract. It is understood, however, that City of Bay St Louis attorneys, accountants or other agents may review such forms in order to determine whether Southern Administrators and Benefit Consultants, Inc., is meeting its duties under this Contract.
12. **Record Retention and Access to Records.** SABC shall maintain, and shall make available to City of Bay St Louis, any state or federal agency authorized to audit City of Bay St Louis, or any duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for such period as required to correspond with applicable statutes of limitation imposed by State and Federal law; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed, or if audit findings litigation or other legal action has not been resolved at the end of the

period, the records shall be retained until resolution. Unless requested by City of Bay St Louis, records will be destroyed after the period required by State and Federal law, unless terminated by paragraphs 7 & 8. Should this Contract terminate, pursuant to paragraphs 7 or 8, all records must be recovered at SABC's place of business (during business hours) within ninety (90) days of the effective date of termination. Except as stated above, SABC is released from all record keeping liability after ninety (90) days from the date of termination of this Contract.

13. **Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
14. **Assignment.** SABC may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of City of Bay St Louis. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
15. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
16. **Indemnification.** SABC shall indemnify and save City of Bay St Louis harmless from any and all liabilities, fines, penalties, excise taxes, expenses, costs, damages, attorneys' fees and losses of any kind or nature (hereafter "Damages") arising out of the breach by SABC of its duties described in Paragraph 3 of this Contract. SABC shall be liable under this paragraph only for damages due in whole or in part to its own acts or omissions or the acts or omissions of its officers, agents or employees. SABC shall not be liable under this paragraph for any Damages due exclusively by the acts or omissions of the City of Bay St Louis, its agents or employees. SABC shall assume the defense and settlement of any lawsuits, administrative actions or other legal proceedings brought to collect such Damages and shall pay all judgments entered in such legal proceedings and expenses of such proceedings. The paragraph and the obligations herein shall continue in full force and effect notwithstanding the termination of this Contract, whether by expirations of time, operation of law, action by either party or otherwise.
17. **Insurance.** SABC represents that it meets the requirements of Section 25-17-1 thru 9 of the Mississippi Code.
18. **Governing Law and Legal Remedies.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi. If either party to this Contract brings or participates in an action in court or before an administrative body to enforce or interpret any part or all of this Contract against the other party, each party agrees to pay its expenses incurred in enforcing this Contract and the judgment, including but not limited to, all attorney's fees at a trial and on appeal.
19. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder

of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

20. **Disputes.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi. Any action, suit or proceeding brought by, or on behalf of either party under this Contract, in whole or in part, shall be brought in Madison County, Mississippi.

21. **Compliance with Laws.** SABC shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America of any agency thereof, the State of Mississippi of any agency thereof and any local governments or political subdivisions that may affect the performance or services under this Contract. Specifically, but not limited to, SABC shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Contract because of race, religion, color, sex, age, national origin or disability.

a. Compliance with Mississippi Employment Protection Act (MEPA): Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by a Division, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

b. Transparency. In accordance with the Mississippi Accountability and Transparency Act of 2008, *Miss. Code Ann. 27-104-151 et seq.*, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and *Miss. Code Ann. §31-7-13*, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://merlin.state.ms.us>.

22. **Entire Agreement.** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

23. **Special Terms and Conditions.** It is agreed and understood by each party to this Contract that the City of Bay St Louis agrees to cooperate with SABC to the extent permitted by law, including but not limited to providing SABC necessary payroll information to the extent needed by SABC to perform its duties.
24. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

COMPANY: CITY OF BAY ST. LOUIS
~~Les Fillingame~~, Mayor, *Michael J. Faure*
P.O. Box 2550
Bay St. Louis, MS 39521

SERVICE PROVIDER: SOUTHERN ADMINISTRATORS
AND BENEFIT CONSULTANTS, INC.
Nelson Morrison, President
P.O. Box 2449
Madison, MS 39130-2449

Each party agrees to notify the other promptly in the event of an address change.

**APPENDIX A
AMENDMENT**

**HEALTH INSURANCE PORTABILITY
AND
ACCOUNTABILITY ACT OF 1996
PRIVACY RULES
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement"), effective **October 1, 2017** by and between City of Bay St Louis (hereinafter "Plan Administrator") Unreimbursed Medical Spending Account Plan, maintained under and as part of the City of Bay St Louis Flexible Benefit Cafeteria Plan ("the Plan") and Southern Administrators and Benefit Consultants, Inc. (hereinafter "SABC"), as Service Provider for the Plan Administrator, is incorporated into and made a part of the Agreement for Professional Services, ("Contract") between SABC and City of Bay St Louis. This Agreement is intended to comply with the business associate agreement provisions set forth in 45 C.F.R. §164.502(e) and §164.504(e), and any other applicable provisions of 45 C.F.R. Parts 160, and Part164, subparts A and E (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), compliance date of April 14, 2003, (April 14, 2004, for small health plans) and HIPAA Security Standards for the Protection of Electronic Protected Health Information ("EPHI") as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and C, compliance date of April 20, 2005, (April 20, 2006 for small health plans) and the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, to strengthen the privacy and security protections for health information established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the U.S. Department of Health and Human Services.

SABC recognizes that in the performance of services for the Plan under the Agreement it will have access to, create, and/or receives general or electronic information from the Plan or on its behalf Protected Health Information ("PHI"), as defined at 45 C.F.R. § 160.103. For purposes herein, PHI shall have the meaning given to such term in 45 C.F.R. § 164.501, limited to the information created or received from the Plan or on its behalf by SABC. Whenever used in this Plan, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms defined in the HIPAA Security Standards, HIPAA HITECH and/or Privacy Rules.

SECTION 1. SABC RESPONSIBILITIES

- 1.1 SABC agrees, as a Business Associate, to not use or disclose PHI other than as permitted or required by the Agreement or as required by law. SABC shall use or disclose PHI only as follows:
- a. Except as otherwise limited in this Agreement, SABC may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Plan as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rules if done by Plan or the minimum necessary policies and procedures of the Plan
 - b. Except as otherwise limited in this Agreement, SABC may use PHI for the proper management and administration of SABC or to carry out the legal responsibilities of SABC.

- c. Except as otherwise limited in this Agreement, SABC may disclose PHI for the proper management and administration of SABC.
 - d. Except as otherwise limited in this Agreement, SABC may use PHI to provide Data Aggregation services to Plan as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).
 - e. SABC may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).
 - f. SABC may use and disclose PHI that has been de-identified within the meaning of 45 C.F.R. § 164.514.
- 1.2 SABC agrees to implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of general and electronic PHI that it creates, receives, maintains or transmits on behalf City of Bay St Louis to prevent the use or disclosure of PHI other than as provided for by this Agreement in accordance with 45 C.F.R. § 164 (HIPAA Security Rule & Security Standards) April 21, 2005, or as amended by the American Recovery and Reinvestment Act ("The Act"), for breach or unsecured PHI, effective September 23, 2009. SABC uses technologies and a methodology that renders PHI unusable, unreadable, and indecipherable or de-identified to unauthorized individuals are in place.
 - 1.3 SABC agrees to use reasonable efforts to maintain the security of PHI and to prevent unauthorized uses or disclosures of such PHI, as well as, alert City of Bay St Louis of any security incident of which it becomes aware.
 - 1.4 SABC agrees to report to the Plan any use or disclosure of PHI not provided for by this Agreement or in the Agreement. SABC, as a business associate, shall send the required notification to each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed as a result of the breach, without unreasonable delay, based on the requirements of HIPAA.
 - 1.5 SABC agrees to only request, use or discloses the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
 - 1.6 SABC agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained or transmitted on behalf of the City of Bay St Louis agrees to the same restrictions and conditions that apply through this Agreement to SABC with respect to such information.
 - 1.7 SABC agrees to provide access, at the request of the Plan, and in the time and manner designated by Plan, to PHI in a Designated Record Set (as defined in 45 C.F.R. § 164.501), to the Plan, or as directed by the Plan, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. SABC shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 C.F.R. § 164.524.
 - 1.8 SABC agrees to make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Plan or an Individual, and in the time and manner designated by the Plan.
 - 1.9 SABC agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by SABC on behalf of the Plan available to the Plan, or at the request of the Plan to the Secretary (as defined in 45 C.F.R. § 160.103), in the time and manner designated by the Plan, or the Secretary, for purposes of the Secretary determining the Plan's compliance with the Privacy Rules.

- 1.10 SABC agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 1.11 SABC shall maintain the privacy of the employees PHI, and electronic protected health information, (E PHI), by using technologies and methodologies that render the E PHI or PHI, unusable, unreadable, indecipherable or de-identified to unauthorized individuals. The Plan shall render all PHI unusable, unreadable, indecipherable or de-identified to unauthorized individuals by using shredding or destroying PHI, and encryption required.
- 1.12 SABC shall, following the discovery of a breach of unsecured PHI as a business associate, SABC will notify the Plan Administrator of the breach so that, the Plan Administrator will, in turn, notify all the affected individuals. To the extent possible, as a business associate, SABC shall indemnify each individual whose unsecured PHI has been, or is reasonably believed to have been, breached. Such notice shall be given without unreasonable delay and no later than sixty (60) days following discovery of a breach and/or based on the number of affected individuals, SABC will adhere to requirements of posting notice by web sites and/or media, and/or HHS. With the exception of a delay if a law enforcement official determines that such notification would impede a criminal investigation or cause damage to national security.
- 1.13 SABC agrees to provide to Plan or an Individual, in the time and manner designated by Plan, information collected in accordance with 1.10 to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 1.14 Except as provided for herein, or as required by law, upon termination of the Agreement, SABC agrees to return to the Plan or destroy PHI and retain no copies in any form, if feasible. In the event that SABC determines that returning or destroying the PHI is infeasible, SABC shall notify the Plan of the conditions that make return or destruction infeasible and agrees to extend the protections, limitations and restrictions of this Agreement to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as SABC maintains such PHI. Both parties agree that this Section 1.14 shall survive the expiration or termination of the Agreement and remain in full force and effect thereafter for so long as SABC or any of SABC' employees, subcontractors, or agents remains in possession of any PHI.
- 1.15 SABC agrees to adhere to the Health Insurance Portability and Accountability Act (HIPAA) Privacy, Security, and Enforcement Rules to implement statutory amendments under the Health Information Technology for Economic and Clinical Health Act ("the HITECH Act" or "the Act") to strengthen the privacy and security protection for individuals' health information; modify the rule for Breach Notification for Unsecured Protected Health Information (Breach Notification Rule) under the HITECH Act to address public comment received on the interim final rule; modify the HIPAA Privacy Rule to strengthen the privacy protections for genetic information by implementing section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 (GINA); and make certain other modifications to the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (the HIPAA Rules) to improve their workability and effectiveness. The final rule is effective on March 26, 2013. With the compliance date for HIPAA HITECH of September 23, 2013.
- 1.16 SABC authorizes termination of this agreement by City of Bay St Louis if the City of Bay St Louis determines that SABC has violated a material term of this Appendix.

SECTION 2. PLAN AND PLAN ADMINISTRATOR RESPONSIBILITIES

- 2.1 Plan Administrator acting as the Plan Sponsor agrees to comply with the requirements set forth in 45 C.F.R. §

164.504(f), including but not limited to amending the Plan, if necessary to restrict uses and disclosures of PHI. The Plan Administrator agrees to forward a copy of such amendments to SABC at least ten (10) business days before the effective date of such amendments. SABC agrees to provide Plan Administrator with any amendments necessary to comply with this Section with regard to Plan documents provided by SABC to Plan Administrator for adoption. The Plan Administrator further agrees to provide the names of employees or agents who have access to PHI in accordance 45 C.F.R. § 164.504(f), and to notify SABC of any changes in writing.

- 2.2 Plan Administrator agrees that it will not request SABC to use or disclose PHI in any manner that would not be permissible under the Privacy Rules if done by the Plan, except that SABC may use or disclose PHI as provided in Section 1.1.
- 2.3 Plan Administrator agrees to provide Plan participants and beneficiaries with adequate notice of the uses and disclosures of PHI that may be made by the Plan, and of the individual's rights and the Plan's responsibilities with respect to PHI as required in 45 C.F.R. § 164.520. The Plan further agrees to forward a copy of such notice to SABC, as well as any changes to such notices.
- 2.4 Plan Administrator agrees to provide SABC with any changes to, or revocation of, permission by a Participant or Beneficiary to use or disclose PHI, if such changes affect SABC's permitted or required uses or disclosures.
- 2.5 Plan Administrator agrees it will not agree to any special privacy restrictions requested by an Individual without SABC's written approval, including those provided for 45 C.F.R. § 164.522.

SECTION 3. MISCELLANEOUS

- 3.1 Both parties agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than SABC, the Plan, the Plan Administrator, and their respective successors, or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 3.2 This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rules, and any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rules. Both parties agree that the provisions of this Section shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions of this Section.
- 3.3 Both parties acknowledge that future changes to the requirements of HIPAA, the Privacy Rules, and other applicable laws relating to the security or confidentiality of PHI may require amendment of this Agreement. Upon the written request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement. If either party disagrees with any such amendment, it shall so notify the other party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then any of the parties may terminate the Agreement on thirty days written notice to the other party or in accordance with Section 7 of the Agreement.
- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this Agreement, the Plan Administrator shall afford SABC an opportunity to cure said breach upon mutually agreeable terms. Failure to cure shall be immediate grounds for termination of the Agreement.
- 3.5 SABC agrees to indemnify and hold harmless the Plan and Plan Administrator from any and all liabilities, fines, penalties, expenses, costs, attorney's fees and other damages arising out of the failure of SABC, its

employees, agents or subcontractors to comply with the provisions of this Agreement, HIPAA, or the Security and Privacy Rules. These provisions shall survive this termination of the Agreement regardless of the cause of reason of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Appendix to be executed by their duly authorized appointed representatives or officers, effective as of the date first listed in section 4, above, of this Agreement/Contract.

**CITY OF BAY SAINT LOUIS
FLEXIBLE BENEFIT
CAFETERIA PLAN**

**SOUTHERN ADMINISTRATORS
AND BENEFIT CONSULTANTS, INC.**

By: _____
Michael J. Favre
"Plan Administrator"

By: _____
Nelson Morrison, CFCI

Title: Mayor

Title: President

Date: _____

Date: _____

THE CITY OF BAY ST. LOUIS

CONTRACT ADDENDUM

That Contract by and between The City of Bay Saint Louis, Mississippi (BSL) and _____, dated _____, 20____, is amended by the parties through the following Addendum. The following terms will take precedence over all other parts of contracts to which BSL is a party:

1. References. In this addendum, BSL will be understood to mean The City of Bay Saint Louis, Mississippi, as intended in the body of the Contract.
2. Negligence Liability:
 - a. BSL is a governmental entity pursuant to Mississippi law with sovereign immunity as modified by MISS. CODE ANN. § 11-46-1, *et seq.* (Mississippi Tort Claims Act), as amended, and the Mississippi Constitution, Article 4, Section 100. Any action against BSL will be followed in accordance with and subject to the limitations contained therein and does not waive any of the rights contained therein or as interpreted by the Mississippi Attorney General's Office. Currently, the limits of liability under the Act are \$500,000.00 with no punitive damages. Further, no employee of BSL acting in the course and scope of his/her employment can be held personally liable under the Act, MISS. CODE ANN. § 11-46-7, *et seq.*
 - b. BSL is subject only to the jurisdiction of Mississippi state and federal courts. Mississippi law will be applied in all aspects. Accordingly, any provisions attempting to apply the laws of any state other than the State of Mississippi are hereby voided. The courts located in Hancock County, Mississippi, shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Hancock County, Mississippi. Any business or person doing business with BSL
 - c. Any indemnification clause requiring indemnification is hereby voided and replaced by this Paragraph 2(c). Any indemnification clause requiring BSL to indemnify is hereby voided and replaced by this Paragraph 2(c). Each party agrees to be responsible for the negligent acts of its employees. It is the intention of the parties hereto that neither party will incur costs or expenses as a result of the negligence and resulting damage of employees of the other. Further, each party will be responsible for any other responsibility assumed by a party under this Contract and to that extent any such costs or expenses will be borne by that party.
 - d. Any reference to attorney's fees to be paid by BSL is voided.
3. Insurance Requirements
 - a. Any clause contained in the Contract requiring BSL to maintain professional liability or commercial general liability insurance is hereby voided.
 - b. All liability issues will be resolved in accordance with the Mississippi Torts Claims Act as described above.
 - c. BSL agrees to comply with the rules and regulations of the Mississippi Tort Claims Board for the maintenance of insurance/self-insurance.

4. Unavailability of Funds. In order to be excepted from the bid requirements set forth in MISS. CODE ANN. § 31-7-13, any contract for services must include a cancellation clause based on unavailability of funds. Accordingly, the Board of Trustees may cancel this Contract if BSL funds become unavailable during the term of this Contract. If this paragraph is exercised, there will be no further liability on the part of BSL once the notice of unavailability of funds is provided indicating the effective date of the cancellation of this Contract.
5. Arbitration. Any paragraph requiring BSL to submit to binding arbitration is hereby voided.
6. Waiver of Warranties. Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery resulting from a breach of express or implied warranties shall be of no force and effect.
7. No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery in any manner shall be of no force or effect.
8. Waiver of Jury Trial. BSL shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial and any such term(s) requiring same shall be deemed to be of no force or effect as against BSL.
9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.
10. Compliance with Applicable Laws/Standards. It is the intent of both parties that this Contract will be performed in compliance with all applicable statutes, rules, and regulations as promulgated by federal and state agencies or legislative authorities having jurisdiction over the parties.
11. Term/No Automatic Renewal. Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the current City Council of June 30, 2017. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following City Council.
12. Renewal/Extension of Term. Any extension or renewal may be subject to approval by the City Council and shall be subject to the terms of the BSL Contract Addendum in effect at that time.
13. Conflict of Terms. To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.
14. Effective Date. It is agreed by both parties that this Contract is subject to the approval of the governing authorities of BSL and this Contract will become effective only if approved by the governing authorities.

THE CITY OF BAY SAINT LOUIS, MISSISSIPPI

BY: _____

Name: _____

Date: _____

BY: _____

Name: (Mayor)

Date: _____

BY: _____

Name: _____

Date: _____

RECEIVED
JUL 13 2017

STATE OF MISSISSIPPI
CITY OF BAY ST. LOUIS

BY: *Det email-TF*
7-18-17

ORDINANCE NO. *617-07-2017*

AN ORDINANCE TO AMEND ORDINANCE #363, AND PARTS OF SECTION 23-24, et seq. OF THE CODE OF ORDINANCES FOR THE CITY OF BAY ST. LOUIS: TO AMEND THE TAXICAB, LIMOUSINE AND SHUTTLE ORDINANCE TO INCLUDE REGULATION FOR PEDICAB

WHEREAS, Ordinance #363 and Bay St. Louis Code of Ordinances establish and create TAXICAB, LIMOUSINE AND SHUTTLE regulations in the City of Bay St. Louis, Mississippi; and

WHEREAS, the governing authorities of the City of Bay St. Louis, Mississippi have found that there is a need and a requirement for the City to regulate Pedicabs, their operations and that a Pedicab driver be qualified for a permit and an operator's badge; and

WHEREAS, the governing authorities for the City of Bay St. Louis, Mississippi have found that the regulation of Pedicab is reasonable, necessary and in the City best interest; and

WHEREAS, the governing authorities for the City of Bay St. Louis, Mississippi do find that it is in the City of Bay St. Louis, Mississippi best interests, safety and welfare to amend Ordinance #363, and parts of Section 23-24, et seq. of the Code of Ordinances for the City of Bay St. Louis, Mississippi to add the following regulations concerning the hiring, licensing, operations and marking of Pedicab in the City of Bay St. Louis, Mississippi.

NOW, THEREFORE, be it resolved by the Mayor and City Council for the City of Bay St. Louis, Mississippi that Ordinance #363 and parts of Section 23-24 are hereby amended to add regulations for the operation, registration and permitting of Pedicabs within the City of Bay St. Louis:

Pedicab Rules and Regulations:

I. Scope and Intent:
These rules and regulations ("Rules") established pursuant to Bay St. Louis Municipal City Ordinances and Code of Ordinance, and shall be followed by all Pedicab operators and drivers providing Pedicab transportation services in the City of Bay St. Louis.

- II. Rules and Regulations of Pedicabs:
Table of Contents:
1. Definitions
 2. Pedicab Operator's Permit-General Requirements.
 3. Pedicab Operator's Permit-Application Procedures.
 4. Pedicab Driver's Permit-General Requirements.
 5. Pedicab Driver's Permit-Background Check Requirements.

Exhibit "H"
July 18, 2017

~~8/18/2017~~
~~3/19/17~~

City of Bay St. Louis
City Clerk

Sissy Gonzales
Sissy Gonzales

BY: *DF* ~~DF~~ *DF* / ~~8-18-17~~
RECEIVED
AUG 08 2017

- Claims Docket 07/18/2017_16-055 - \$331,854.66
- Claims Docket 07/18/2017_16-056 - \$13,065.00

claims dockets:

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

AMENDED CERTIFICATION

August 8, 2017

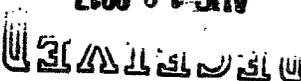


3x6.9:1" 3
Aug 18, 2017

AMENDED TO REFLECT BLACKBOARD CONNECT INVOICE REMOVAL.

FUND	DESCRIPTION	Before	Docket*	After
001	GENERAL FUND OPERATING	\$ 229,366.25	\$ 77,097.75	\$ 152,268.50
001	MUN FIRE REBATE FUND & 1/4 MILL	\$ 31,898.93		\$ 31,898.93
005	MUNICIPAL RESERVE FUND	\$ 225,024.65		\$ 225,024.65
020	NARCOTICS TASK FORCE ACCT	\$ 4,236.06		\$ 4,236.06
200	DEBT SERVICE ACCOUNT	\$ 43,413.87		\$ 43,413.87
250	UTILITY BOND SINKING FUND (REFI IN 2014)	\$ 117,072.74		\$ 117,072.74
270	COUNTY ROAD & BRIDGE DEBT SERVICE	\$ 128,469.55		\$ 128,469.55
300	DOJ FUNDS	\$ 321,702.53		\$ 321,702.53
330	2016 ROAD CONSTRUCTION BOND	\$ 427,818.90	\$ 79,450.00	\$ 348,368.90
400	UTILITY FUND OPERATING	\$ 329,240.77	\$ 155,182.88	\$ 174,057.89
400	UTILITY CAPITAL AND MAINTENANCE	\$ 388,154.54		\$ 388,154.54
400	UTILITY METER DEPOSITS	\$ 328,777.96		\$ 328,777.96
400	UTILITY DEBT SERVICE	\$ 761.96		\$ 761.96
450	MUNICIPAL HARBOR FUND	\$ 236,078.11	\$ 33,188.93	\$ 202,889.18
450	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 5,002.39		\$ 5,002.39
650	COMMUNITY HALL ACCOUNT	\$ 45,913.96		\$ 45,913.96
654	UNEMPLOYMENT REVOLVING FUND	\$ 45,895.45		\$ 45,895.45
100	KATRINA LONG TERM RECOVERY (FEMA)	\$ 384.76		\$ 384.76
115	KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 1,364.28		\$ 1,364.28
TOTAL ALL FUNDS:		\$ 2,812,016.82	\$ 344,919.56	\$ 2,467,097.26

CITY OF BAY ST LOUIS
CASH BALANCES
7/14/2017


 AUG 10 2017
 PR: [Signature]
 7/18/17

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 9 AMOUNT
7209	UNIVERSAL TELCOM, LLC	6/1/2017	UNIVERSAL TELCOM, LLC	GENERAL FUND	ADMINISTRATION	\$ 3,718.24
7209		6/1/2017	UNIVERSAL TELCOM, LLC	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 61.04
					TOTAL:	\$ 3,779.28
7453	WARING OIL	6/19/2017	HURRICANE PREP_GENERATORS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3,058.20
7454		6/26/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,001.16
7429		6/19/2017	HARBOR DIESEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 6,496.44
7428		6/19/2017	HARBOR GASOLINE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 8,852.44
7486		7/3/2017	HARBOR GASOLINE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 8,774.44
					TOTAL:	\$ 28,182.68
7417	WASTE MANAGEMENT--MISS ,INC	6/22/2017	CITY YARD DUMPSTER SERVICE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 245.60
7418		6/22/2017	DUMPSTER SERVICE_COMM. HALL	UTILITY FUND	UTILITY OPERATIONS	\$ 531.27
7418		6/22/2017	OVERAGE	UTILITY FUND	UTILITY OPERATIONS	\$ 125.00
7419		6/22/2017	HARBOR DUMPSTER SERVICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 278.99
7419		6/22/2017	HARBOR EXTRA PICK-UP_05/27/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 200.00
					TOTAL:	\$ 1,380.86
7499	WISE CARTER CHILD & CARAWAY, P.A.	7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 3,390.00
7500		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 330.00
7501		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 2,744.17
7502		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7503		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 4,581.79
7504		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7505		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 180.00
7506		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 1,840.77
7507		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7508		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 660.00
7509		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 345.00
7510		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7511		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 15.00
7512		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7498		7/11/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 165.00
7497		7/11/2017	PROFESSIONAL SERVICES	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 185.29
					TOTAL:	\$ 14,587.02

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 8 AMOUNT
7471	S&L OFFICE SUPPLIES, INC	7/6/2017	PAYROLL ENVELOPES (500)	GENERAL FUND	ADMINISTRATION	\$ 43.93
					TOTAL:	\$ 43.93
7405	SOUTH MISSISSIPPI BUSINESS MACHINES	6/30/2017	COUNCIL COPIER BASE RATE	GENERAL FUND	CITY COUNCIL	\$ 139.98
7405		6/30/2017	COUNCIL COPIER MONTHLY LEASE	GENERAL FUND	CITY COUNCIL	\$ 202.02
					TOTAL:	\$ 342.00
7494	STAR HEADLIGHT & LANTERN COMPANY	6/27/2017	SIREN CONTROL BOX (1)	GENERAL FUND	POLICE	\$ 136.00
7494		6/27/2017	SHIPPING	GENERAL FUND	POLICE	\$ 16.45
					TOTAL:	\$ 152.45
7468	SUN COAST CLAYS BUSINESS SUPPLY	6/30/2017	TOILET TISSUE (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 159.80
7468		6/30/2017	LG TRASH BAGS (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 139.96
					TOTAL:	\$ 299.76
7467	SUNSOUTH LLC	6/29/2017	SEAL KIT FLEX WING (5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 83.35
7467		6/29/2017	CAP (5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.10
					TOTAL:	\$ 105.45
7466	TAPPER SECURITY, INC.	7/1/2017	WATER WELL MONITORING	UTILITY FUND	UTILITY OPERATIONS	\$ 22.50
					TOTAL:	\$ 22.50
7488	TIMOTHY A. KELLAR, HANCOCK CO CHANCERY	7/5/2017	TAX REDEMPTIONS_JUNE 2017	GENERAL FUND	ADMINISTRATION	\$ 470.00
					TOTAL:	\$ 470.00
7482	TRANE COMMERCIAL SYSTEMS	6/28/2017	FIRE STATION #1 A/C REPAIR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,335.46
7481		6/29/2017	CREDIT_2 HRS TRAVEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (306.00)
					TOTAL:	\$ 1,029.46

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 7 AMOUNT
7415	OMNI TECHNOLOGIES	7/1/2017	COURT DEPT. SUPPORT	GENERAL FUND	JUDICIAL	\$ 190.00
7415		7/1/2017	ADMIN SUPPORT	GENERAL FUND	ADMINISTRATION	\$ 285.00
7415		7/1/2017	HOSTED EXCHANGE	GENERAL FUND	ADMINISTRATION	\$ 899.10
7415		7/1/2017	ENVELOP BACK-UP	GENERAL FUND	ADMINISTRATION	\$ 35.00
7415		7/1/2017	LOGMEIN	GENERAL FUND	ADMINISTRATION	\$ 79.92
7415		7/1/2017	WEB HOSTING	GENERAL FUND	ADMINISTRATION	\$ 74.99
7415		7/1/2017	DATA STORAGE	GENERAL FUND	ADMINISTRATION	\$ 645.03
7415		7/1/2017	BUILDING DEPT. SUPPORT	GENERAL FUND	BUILDING DEPARTMENT	\$ 95.00
7415		7/1/2017	POLICE DEPT. SUPPORT	GENERAL FUND	POLICE	\$ 950.00
7415		7/1/2017	FIRE DEPT. SUPPORT	GENERAL FUND	FIRE	\$ 95.00
7415		7/1/2017	TECH SUPPORT_JUNE 2017	UTILITY FUND	ADMINISTRATION	\$ 142.50
					TOTAL:	\$ 3,491.54
7476	ONE STOP GOODYEAR TIRES	6/8/2017	REPLACE TIRES UNIT # 355 (4)	GENERAL FUND	POLICE	\$ 523.92
7476		6/8/2017	BALANCE/DISPOSAL	GENERAL FUND	POLICE	\$ 76.00
7475		6/8/2017	REPLACE TIRE UNIT #359 (1)	GENERAL FUND	POLICE	\$ 149.98
					TOTAL:	\$ 749.90
7519	PITNEY BOWES RESERVE ACCOUNT	7/13/2017	POSTAGE_PRIVILEGE LICENSES	GENERAL FUND	BUILDING DEPARTMENT	\$ 700.00
					TOTAL:	\$ 700.00
7427	RJ YOUNG COMPANY	6/27/2017	COURT DEPT COPIER_OVERAGE	GENERAL FUND	JUDICIAL	\$ 44.74
7427		6/27/2017	FINANCE COPIERS	GENERAL FUND	ADMINISTRATION	\$ 140.36
7427		6/27/2017	FINANCE COPIER_OVERAGE	GENERAL FUND	ADMINISTRATION	\$ 26.58
7425		6/26/2017	POLICE DEPT. COPIERS	GENERAL FUND	POLICE	\$ 167.51
7425		6/26/2017	POLICE DEPT. COPIERS_OVERAGE	GENERAL FUND	POLICE	\$ 172.52
7426		6/26/2017	FIRE DEPT. OVERAGE	GENERAL FUND	FIRE	\$ 9.15
7426		6/26/2017	PUBLIC WORKS COPIER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 84.86
7426		6/26/2017	PUBLIC WORKS_OVERAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 26.47
7426		6/26/2017	UTILITIES COPIER_OVERAGE	UTILITY FUND	ADMINISTRATION	\$ 26.48
7426		6/26/2017	UTILITIES COPIER	UTILITY FUND	UTILITY OPERATIONS	\$ 84.86
					TOTAL:	\$ 783.53

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 6 AMOUNT
7487	MISSISSIPPI POWER continued...	6/30/2017	33911-46001 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 995.93
7487		6/30/2017	54271-48002 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 786.52
7487		6/30/2017	04055-18078 SPLASH PAD RESTRM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 42.10
7487		6/30/2017	05889-10169 HISTORICAL BLDG	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 713.60
7487		6/30/2017	03549-31061 OLD TOWN COMM CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 664.71
7410		6/23/2017	29014-26053 HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 6,643.66
					TOTAL:	\$ 14,578.43
7403	MORREALE CONSTRUCTION LLC	6/28/2017	DRAINAGE - PHASE 2	2016 R&B CONSTRUCTION FUND	STREETS & PUBLIC WORKS	\$ 67,450.00
					TOTAL:	\$ 67,450.00
7517	MS STATE TREASURER - COURT	6/30/2017	COURT REMITTANCE - OM	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,623.50
7517		6/30/2017	COURT REMITTANCE - TV	GENERAL FUND	NON-DEPARTMENTAL	\$ 5,344.00
7517		6/30/2017	COURT REMITTANCE - ABF	GENERAL FUND	NON-DEPARTMENTAL	\$ 80.00
7517		6/30/2017	COURT REMITTANCE - CC	GENERAL FUND	NON-DEPARTMENTAL	\$ 37.50
7517		6/30/2017	COURT REMITTANCE - IC	GENERAL FUND	NON-DEPARTMENTAL	\$ 709.00
7517		6/30/2017	COURT REMITTANCE - MVL	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,514.75
7517		6/30/2017	COURT REMITTANCE - TT	GENERAL FUND	NON-DEPARTMENTAL	\$ 422.00
7517		6/30/2017	COURT REMITTANCE - VBF	GENERAL FUND	NON-DEPARTMENTAL	\$ 90.00
					TOTAL:	\$ 9,820.75
7458	NAPA AUTO PARTS	6/30/2017	BATTERY (UNDER WARRANTY) (1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 47.84
7465		6/27/2017	FUEL PUMP RESCUE 1 (1)	GENERAL FUND	FIRE	\$ 172.65
7465		6/27/2017	6.0L FUEL HIGH (1)	GENERAL FUND	FIRE	\$ 31.99
7465		6/27/2017	FREIGHT	GENERAL FUND	FIRE	\$ 9.99
7457		7/5/2017	OIL FILTER DURANGO (1)	GENERAL FUND	FIRE	\$ 3.55
7457		7/5/2017	AIR FILTER DURANGO (1)	GENERAL FUND	FIRE	\$ 6.27
7457		7/5/2017	OIL FILTER RAM (1)	GENERAL FUND	FIRE	\$ 3.55
7457		7/5/2017	AIR FILTER RAM (1)	GENERAL FUND	FIRE	\$ 13.16
7480		7/6/2017	LAMP BULBS (10)	GENERAL FUND	FIRE	\$ 3.30
7480		7/6/2017	LAMP BULB (10)	GENERAL FUND	FIRE	\$ 6.80
7480		7/6/2017	HALOGEN LAMP (1)	GENERAL FUND	FIRE	\$ 7.20
					TOTAL:	\$ 306.30

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 5 AMOUNT
7483	HC WATER & SEWER DISTRICT continued...	6/30/2017	FS#2 HWY 603 WATER & SEWER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 75.00
					TOTAL:	\$ 100.50
7469	HD SUPPLY WATERWORKS, LTD	6/23/2017	DIAPHRAM_SPLASH PAD (10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 74.50
7469		6/23/2017	SOLENOID_SPLASH PAD (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 96.18
					TOTAL:	\$ 170.68
7402	JAMIE FAVRE	6/12/2017	REIMBURSE FOOD INMATES BALL PARK PREP	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 186.03
7478		7/7/2017	SUPPLY/FOOD_CITY HALL CLEAN-UP	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 33.58
					TOTAL:	\$ 219.61
7463	LOWE'S	6/28/2017	IRON RAKE (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18.99
7463		6/28/2017	IRON RAKE (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 37.96
7462		6/28/2017	SHOVEL-FLAT (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.68
7462		6/28/2017	SHOVEL-ROUND (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.69
7461		6/28/2017	SHOVEL (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 24.68
7461		6/28/2017	SHOVEL (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 24.69
7404		6/27/2017	PAINT (1 GALLON)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 32.30
7404		6/27/2017	ROLLER COVERS (3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 14.19
7404		6/27/2017	BRUSHES (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 6.72
7404		6/27/2017	ROLLER FRAME (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 2.06
7404		6/27/2017	ACETONE (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 7.20
7404		6/27/2017	TRAY LINERS (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 11.28
					TOTAL:	\$ 229.44
7459	MAYO'S AIR CONDITIONING & HEATING	7/5/2017	TRAIN DEPOT A/C REPAIR_REPLACE MOTOR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 535.00
					TOTAL:	\$ 535.00
7411	MISSISSIPPI POWER	6/23/2017	06472-91030 DUNBAR PAVILLION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 41.56
7487		6/30/2017	06084-17009 FIRE STATION # 1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,681.68
7487		6/30/2017	20735-99025 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 461.52
7487		6/30/2017	21512-44005 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,506.15
7487		6/30/2017	30517-12007 CITY PARK BATHRM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 41.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 4 AMOUNT
7452	FASTENAL	6/13/2017	LOCK NUTS (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 0.28
7452		6/13/2017	CARRIAGE BOLT (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.61
7451		6/13/2017	HEAT SHRINK (10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.13
					TOTAL:	\$ 6.02
7433	FERRARA FIRE APPARATUS	6/29/2017	BULLARD HELMET FRONTS (2)	GENERAL FUND	FIRE	\$ 124.00
7433		6/29/2017	FREIGHT	GENERAL FUND	FIRE	\$ 14.33
					TOTAL:	\$ 138.33
7416	FUELMAN	7/3/2017	FUELMAN #8416	GENERAL FUND	POLICE	\$ 1,228.19
7485		7/10/2017	FUELMAN #1422	GENERAL FUND	POLICE	\$ 1,133.84
7406		6/12/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 149.37
7407		6/19/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 138.86
7424		6/26/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 27.58
					TOTAL:	\$ 2,677.84
7496	HANCOCK MEDICAL CENTER	7/10/2017	POST INJURY DRUG SCREENING	GENERAL FUND	FIRE	\$ 40.00
					TOTAL:	\$ 40.00
7489	HC SOLID WASTE AUTHORITY	7/5/2017	GARBAGE_OLD TOWN COMM. CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 66.58
7490		7/5/2017	RESID. SOLID WASTE_JUNE 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 37,903.68
					TOTAL:	\$ 37,970.26
7420	HC TOURISM DEVELOPMENT BUREAU	6/1/2017	MONTHLY SUPPORT_JUNE 2017	GENERAL FUND	ADMINISTRATION	\$ 1,875.00
					TOTAL:	\$ 1,875.00
7492	HC UTILITY AUTHORITY	6/30/2017	ADMIN FEE & DEBT SERVICE	UTILITY FUND	UTILITY OPERATIONS	\$ 67,265.85
					TOTAL:	\$ 67,265.85
7434	HC WATER & SEWER DISTRICT	6/30/2017	109906_WASHINGTON/CHAPMAN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 25.50

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 3 AMOUNT
7408	COAST ELECTRIC POWER ASSOCIATION	6/21/2017	68379-002 SEVENTH ST. PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 31.64
7409		6/21/2017	386820-001 BSL LIGHTS #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5,149.11
7409		6/21/2017	386820-027 SECURITY LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,476.18
7409		6/21/2017	386820-028 BSL LIGHTS/PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 368.35
7409		6/21/2017	386820-030 BSL LIGHTS #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 305.39
7409		6/21/2017	386820-032 BSL LIGHTS #3	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,149.60
7409		6/21/2017	386820-051 FIRE STATION #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,192.15
7472		6/21/2017	870474-005 HWY 603/SO RD 560	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 267.64
7472		6/21/2017	870474-006 HWY 603/CUZ'S	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 249.79
7493		7/5/2017	870474-003 HWY 90 & DRINKWATER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.28
7409		6/21/2017	386820-004 LS#21 SPANISH ACRES	UTILITY FUND	UTILITY OPERATIONS	\$ 40.29
7409		6/21/2017	386820-010 OVERFLOW PUMP	UTILITY FUND	UTILITY OPERATIONS	\$ 33.83
7409		6/21/2017	386820-019 LS#23 OST	UTILITY FUND	UTILITY OPERATIONS	\$ 375.95
					TOTAL:	\$ 11,687.20
7412	COASTAL HARDWARE	5/27/2017	TORO SPINDLE (2)	GENERAL FUND	FIRE	\$ 79.78
7412		5/27/2017	PULLEY (2)	GENERAL FUND	FIRE	\$ 64.86
7412		5/27/2017	SCREW TAPTITE (8)	GENERAL FUND	FIRE	\$ 22.16
					TOTAL:	\$ 166.80
7414	COMCEPTS, LLC	7/3/2017	ANSWERING SERVICE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 151.20
7414		7/3/2017	ANSWERING SERVICE	UTILITY FUND	ADMINISTRATION	\$ 151.20
					TOTAL:	\$ 302.40
7460	DAVID'S CHAINSAW & LAWNMOWER SHOP	6/16/2017	EDGER BLADES (10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 30.00
7460		6/16/2017	BUTTONS (6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.70
7460		6/16/2017	HEADS (4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 119.80
7460		6/16/2017	WEEDEATER STRING (5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 184.75
					TOTAL:	\$ 394.25
7421	ELECTION SYSTEMS & SOFTWARE	6/16/2017	GENERAL ELECTION TECH SUPPORT	GENERAL FUND	ADMINISTRATION	\$ 4,411.00
					TOTAL:	\$ 4,411.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 2 AMOUNT
7450	BAY ST LOUIS UTILITIES continued...	6/29/2017	09-0720-00 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7435		6/29/2017	09-3842-00 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 83.24
					TOTAL:	\$ 780.98
7432	BETZ ROSETTI & ASSOCIATES INC.	7/5/2017	4 YR BOND_JEFFREY REED	GENERAL FUND	CITY COUNCIL	\$ 1,190.00
					TOTAL:	\$ 1,190.00
7513	BLACKBOARD, INC - <i>Removed per City Clerk / Comptroller's Office Memorandum 7-18-17 let</i>	2/2/2017	BLACKBOARD SERVICE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6,878.13
					TOTAL:	\$ 6,878.13
7422	BSN SPORTS	6/23/2017	FIELD MARKING PAINT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 283.78
7422		6/23/2017	FREIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 28.79
					TOTAL:	\$ 312.57
7477	CAROLINE M. ADAM	7/6/2017	2017 ELECTION COMMISSIONER	GENERAL FUND	ADMINISTRATION	\$ 2,100.00
					TOTAL:	\$ 2,100.00
7455	CARQUEST AUTO PARTS	6/28/2017	WIPPER BLADES (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.16
7456		6/28/2017	WIPPER BLADES (2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.16
					TOTAL:	\$ 13.32
7470	CINTAS UNIFORMS	6/29/2017	PW UNIFORMS_06/29/2017	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 354.29
7491		6/29/2017	HARBOR UNIFORMS_06/29/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 61.94
					TOTAL:	\$ 416.23
7514	CITY OF BAY SAINT LOUIS	6/16/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 172.00
7515		6/16/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 4.75
7518		7/13/2017	TRF UTOP TO SINKING BOND	UTILITY FUND	ADMINISTRATION	\$ 48,430.10
					TOTAL:	\$ 48,606.85

6. Pedicab Driver's Permit-Application Procedures.
7. Pedicab Vehicle Permit-Requirements.
8. Pedicab Equipment-General Requirements.
9. Pedicab Exterior Markings.
10. Pedicab Operating Regulations.
11. Violations.

1. Definitions

- a. CITY means the City of Bay St. Louis, Mississippi.
- b. BSLCOO means the Bay St. Louis Code of Ordinances.
- c. VEHICLE CODE means the Mississippi Vehicle Code in its latest revision.
- d. DMV means the Mississippi Department of Motor Vehicles.
- e. DRIVE or OPERATE means to be in control of a Pedicab that is transporting a passenger(s) or is available for receiving passengers.
- f. IMMEDIATE OUT OF SERVICE (IOS) means the placement of a pedicab, except as may be necessary to return the pedicab to the residence or place of business of the owner or driver or to a garage, until the pedicab and its equipment are in compliance with these Rules. IOS may also mean the placement of a driver in a status such that he or she may not operate any pedicab
- g. INACTIVE means a permanent annulment of an existing permit by the operator, which cannot subsequently be renewed, replaced or reinstated without the timely submission of a new pedicab driver's permit application or pedicab driver's permit transfer application.
- h. LEASE DRIVER means a person who is an independent contractor possessing a valid pedicab driver's permit and who drives a Pedicab for an authorized pedicab operator.
- i. REVOCATION means a permanent removal of the privileges granted to the holder of an existing operator's permit, driver's permit, or pedicab decal by the City, which cannot subsequently be renewed, replaced or reinstated without the approval of the City.
- j. SUSPENSION means a temporary removal of the privileges granted to an operator or driver.
- k. PEDICAB ZONE means an area on private property (such as hotels) designated by the property owner for parking pedicabs while waiting for passengers.
- l. PEDICAB STAND means a curb parking area on a public street designated and posted by the City Administration for the standing or parking of pedicab's while awaiting employment.
- m. TERMINATION means the voluntary or involuntary separation of a pedicab driver from employment with a pedicab operator.

2. PEDICAB OPERATOR'S PERMIT-GENERAL REQUIREMENTS:

- a. Each Owner of a Pedicab business shall submit an application for an Operators Permit prior to any operations of a Pedicab within the City of Bay St. Louis. The City shall review the application and conduct a proper

investigation of the application, the operator(s) and its driver and notify the applicant within thirty (30) days whether or not a permit will be issued. If a permit is rejected, the City will notify the applicant in writing the reasons for such rejection.

- b. Owners of Pedicab business' shall inform the City, within 2 business days, of any changes in insurance, business address, storage address or mailing address.
- c. Any application that does not include all information requested by the application form or is not supported by the materials required by this Section will be rejected as incomplete.
- d. The permit shall only authorize a specified number of vehicles which may only be increased by written request of applicant and approval of the City Administration.
- e. A Pedicab operator's permit must be approved before Pedicab driver permits or Pedicab vehicle permits may be issued for the operator and any operation begin.

3. PEDICAB OPERATOR'S PERMIT- APPLICATION PROCEDURES:

Any person desiring a permit to operate a Pedicab business shall complete a Pedicab supplemental application to its business license application in the business license office of the City. Such application shall include:

- a. Name, age and address of the applicant; or if a corporation, its name, date and place of incorporation, address of its principal place of business and the names of all its officers together with their respective addresses; or if a partnership, association or unincorporated company, then the names of the partners comprising the partnership, association or company, together with their respective ages and addresses.
- b. The application shall be verified by oath or affirmation of the applicant, or an officer or partner of the applicant if applicant is a firm, partnership, or corporation
- c. The application shall include:
 1. The trade name or style, if any, under which the applicant proposes to operate.
 2. Full information pertaining to operations and the manner in which such proposed operations are to be conducted.
 3. Address and manner that pedicab's are to be stored when not for hire or in operation.
 4. The route(s) to be traveled and the hours to be operated.
 5. A completed pedicab permit application form for each pedicab.
 6. Such other or additional information as the City may require.

4. PEDICAB DRIVER'S PERMIT-GENERAL REQUIREMENTS:

- a. No person shall act as, engage for hire or operate a Pedicab in the City of Bay St. Louis; Mississippi without obtaining a Pedicab Driver's Permit issued by the City of Bay St. Louis. A driver's permit shall be in the same form as a taxi Cab badge.

- b. An applicant who previously held a Pedicab driver's permit and whose permit was inactivated or revoked, or an applicant whose application has been withdrawn or denied, must apply for a new Pedicab Driver's Permit, pay all applicable fees, and meet all of the requirements of this section for a new applicant and such other conditions as the City may impose, including fingerprinting. Exception: If a permit has been inactivated and the driver transfers to a new company within 30 days, the permit may be reactivated with payment of the applicable permit transfer fee.
- c. A driver who fails to renew his or her Pedicab driver's permit within 30 days after the permit has expired shall have his or her permit inactivated; drivers with expired permits must reapply as a new driver.
- d. A Pedicab driver's application shall be denied if the applicant fails to submit all documentation required to substantiate his or her qualifications for the permit within 60 calendar days of the application date.
- e. An applicant shall be denied a Pedicab driver's permit if he or she fails to pay any money due to the City, related to the permit, or otherwise resolve any matter related to the application, by the deadline reasonably established by the City.
- f. A driver's permit shall be effective only while the driver to whom the permit is issued is operating a Pedicab for a permitted Pedicab operator.
- g. Upon the driver's terminating his employment or other relationship with a Pedicab operator, the driver's permit shall be suspended and shall become effective again only when and if the driver reestablishes his employment or relationship as a driver with a City licensed Pedicab operator. The Pedicab operator shall notify the City of the termination or reestablishment of such relationship between the operator and driver within 5 business days.

5. **PEDICAB DRIVER PERMIT-BACKGROUND CHECK REQUIREMENTS:**

At any time a driver's DMV record, criminal record, or ability to operate a Pedicab fails to meet the requirements contained in this Section, the Pedicab Driver's Permit may be revoked.

- a. An applicant may be denied a Pedicab Driver's Permit for any reasons outlined in Mississippi Code, Title 63-1-1, et seq. or any other Section of the BSLCOO.
- b. In accordance with the BSLCOO, an applicant may be denied a Pedicab Driver's Permit for any of the following related crimes, that are reasonably related to the qualifications, functions or duties of the passenger transport business, or the ability of the driver to safely transport passengers:
 - 1. If the applicant has been convicted of violating any of the following Mississippi Vehicle Code Sections 63-1-1, et seq., and/or the following violations:
 - i. Hit and Run resulting in injury or death.
 - ii. Hit and Run -- failure to identify oneself to police or victim, and injury or death involved.
 - iii. Hit and Run -- failure to report to police

- iv. Reckless driving – causing injury
- v. Driving while under the influence of alcohol or drugs – causing injury to others

- 2. If the printed Department of Motor Vehicles driving record report indicates more than 3 chargeable vehicle accidents within the last 3 years or more than 1 within the last year.

6. PEDICAB DRIVER'S PERMIT APPLICATION PROCEDURES

An applicant for a Pedicab driver's permit shall submit a Pedicab driver application in person with a valid Mississippi driver's license containing the following:

- a. The required application fee, of fifty dollars (\$50.00).
- b. Proof of a current operator's business license and/or payment of all business license taxes due.
- c. A completed Notice of Intent to Hire from a Pedicab Operator.
- d. A driving history for the past seven (7) years from date of application.
- e. Such other information that the City may require.

7. PEDICAB VEHICLE PERMIT-GENERAL REQUIREMENTS:

- a. Description of the pedicab, including the type, model, body style, serial number, capacity and condition of each pedicab proposed to be operated.
- b. Any applicant who does not meet all of the requirements of this Section shall have the application denied, and the application fee shall be forfeited.
- c. A pedicab vehicle permit shall only be valid for the registered owner of the vehicle who was granted a pedicab operator's permit for such vehicle. In the event of ownership change or revocation of the operator's permit, the pedicab vehicle permit shall be considered invalid and revoked at such time of ownership change or loss of operator's permit.
- d. A pedicab operator that fails to renew a pedicab vehicle permit before the date established by the City must reapply for a new pedicab vehicle permit and pay applicable fees.

8. PEDICAB EQUIPMENT-GENERAL REQUIREMENTS:

- a. No non-motorized vehicle shall be operated as a Pedicab unless it is in a single frame construction and reasonably clean and safe conditions, so as not to injure or damage the person, clothing or possession of a passenger.
- b. The pedicab's exterior shall be reasonably clean and shall be generally free from cracks, breaks and major dents. It shall be painted to provide adequate visibility and weather protection and a neat and clean appearance. Every Pedicab shall have the following properly working equipment:

- 1. Seatbelts.
- 2. Headlights and taillights.

Taillights must be mounted on the right and left, respectively at the same level on the rear exterior of the passenger compartment.

Taillights shall be red in color and plainly visible from all distances within 500 feet to the rear of the pedicab.

3. Turn signals visible from the front and rear of the pedicab.
4. Hydraulic or mechanical disc brakes.
5. Spoke reflectors placed on each wheel and tape type reflectors showing the front and the back width of the pedicab.

9. PEDICAB EXTERIOR MARKINGS

Owners shall permanently affix the company trade name, the company phone number and the identification number assigned by the City, on the pedicab in a location that is clearly visible to the public at all times. These markings shall meet the following requirements:

- a. Font – An easily, readable font (e.g. Arial Bold or Helvetica) in a color to produce maximum contrast, adequately spaced for maximum readability.
- b. Font Size – Minimum 2 inches tall.
- c. Owners shall also permanently stamp a City-assigned identification number on each pedicab, on the pedicab seat tube or pedicab trailer draw bar, in a manner that is clearly visible.

10. PEDICAB OPERATING REGULATIONS

In addition to the provisions outlined in BSLCOO or Title 63-1-1, et seq., all operators and drivers shall comply with the following operating regulations:

- a. A driver shall promptly comply with all requests or orders issued by City personnel charged with regulating or enforcing the Pedicab program.
- b. A driver shall only drive for the operator shown on his or her pedicab driver's permit.
- c. A driver shall wear or post his or her pedicab driver permit in a manner clearly visible to the public while operating a pedicab.
- d. A driver shall have in his or her immediate possession a valid Mississippi driver's license while operating a pedicab and shall present the license while operating a pedicab and shall present the license upon request by an authorized enforcement officer or police officer.
- e. A driver shall not drive, and an operator shall not allow, a pedicab to operate that is in an unsafe operating condition.
- f. A pedicab shall not be operated during the hours of darkness without the taillights and headlights activated. (Also See Rule VII)
- g. An operator shall, upon reasonable notice, make its pedicab's available to the City for inspections, including annual inspections:
- h. Fare schedule signs must meet the following requirements:
 1. Size – minimum of 8 inches in width x 6 inches in height.
Font – An easily readable font (e.g. Arial Bold or Helvetica), with minimum font size of 36, in a color to produce maximum contrast with the background, adequately spaced for maximum readability.
 2. Format – The Fare Schedule shall list all applicable fares, including minimum charges, per person charges, by distance fares, by time fares, tour fares, and any other fare or fee charged. Each fare or fee must be listed on a separate line.

3. Location – securely attached to the pedicab in a location clearly visible to all passengers while seated in the pedicab.
 4. Telephone Numbers – must include the telephone number for the City’s and Operator’s comment/complaint lines.
 - i. No pedicab shall carry more than three (3) passengers at any one time.
 - j. Operate a pedicab in motion while a passenger is standing in such pedicab.
 - k. Operate a pedicab while under the influence of, or is otherwise impaired by the consumption of alcohol, and/or drugs and/or any other substance which may impair said person’s ability to operate a pedicab.
 - l. No Pedicab shall be used or driven for hire or in service on any road, street or highway in the City of Bay St. Louis wherein the speed limit on such road, street or highway is thirty-five miles per hour or higher. This provision does not apply to pedicab’s crossing such roads, street and highways at designated crossing, only.
11. Violations: Any person who intentional and knowingly violates this ordinances is guilty of a misdemeanor and upon conviction may be fined in an amount not to exceed five hundred dollars (\$500.00) and/or up to ninety days (90) in the County Jail, or both.

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

Councilman Mike Pavre <u>Gary Knoblock</u>	YEA ✓	/	NAY
Councilman Doug Seal	YEA ✓	/	NAY
Councilman Wendy McDonald <u>Gene Hoffman</u>	YEA ✓	/	NAY
Councilman Jeffrey Reed	YEA ✓	/	NAY
Councilman Bobby Compretta <u>Larry Smith</u>	YEA ✓	/	NAY
Councilman Joey Bourdin <u>Buddy Zimmerman</u>	YEA ✓	/	NAY
Councilman Lonnie Falgout <u>Josh DeSalvo</u>	YEA ✓	/	NAY

Passed by the City Council of the City of Bay St. Louis on the 18th day of July, 2017.

CERTIFICATION

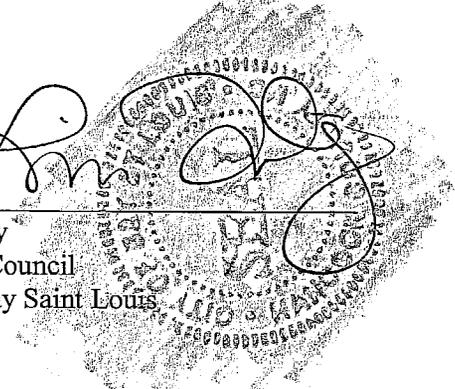
ATTESTATION

I, Lisa Tilley, Clerk of Council for the City of Bay Saint Louis, Mississippi, do hereby attest that the foregoing Ordinance No. 617-07-2017 was approved and adopted in the public meeting of the City Council held on July 18, 2017, 2017 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books said City Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

Given under my hand and the official seal of the City of Bay Saint Louis, on this, the 18th day of July, 2017.



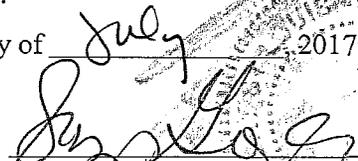
Lisa Tilley
Clerk of Council
City of Bay Saint Louis



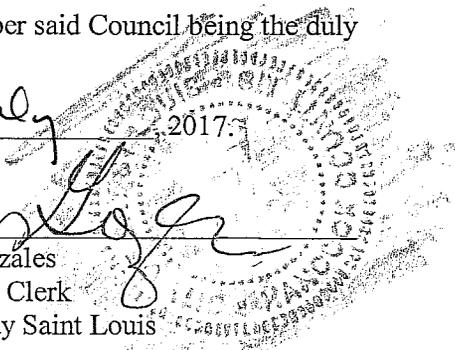
CERTIFICATION

I, Sissy Gonzales, Municipal Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Ordinance Number 617-07-2017 was approved and adopted in the public meeting of the City Council held on July 18, 2017 a quorum being present, in the City Council Conference Chambers, and to be published in a local newspaper said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

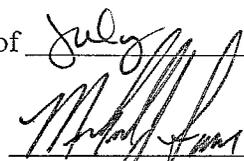
Presented by me to the Mayor on this, the 18th day of July, 2017.



Sissy Gonzales
Municipal Clerk
City of Bay Saint Louis



Approved and signed by me on this, the 18th day of July, 2017.



Mike Fayette
Mayor
City of Bay Saint Louis

PEDICAB ORDINANCE OF BAY ST. LOUIS

ORDINANCE NO. 617-00-2017 ADOPTED BY THE CITY COUNCIL ON July 18, 2017

AN ORDINANCE TO AMEND ORDINANCE #363, AND PARTS OF SECTION 23-24, ET SEQ. OF THE CODE OF ORDINANCES FOR THE CITY OF BAY ST. LOUIS; TO AMEND THE TAXICAB, LIMOUSING AND SHUTTLE ORDINANCE TO INCLUDE REGULATION FOR PEDICAB.

A FULL COPY OF THE ORDINANCE MAY BE OBTAINED OR REVIEWED AT THE CITY CLERK'S OFFICE, 688 HWY 90, BAY ST LOUIS, MS, OR ON THE CITY WEB-SITE: www.baystlouis-ms.gov

RECEIVED
JUL 14 2017

BY: *Jet email* ^{printed for} *TF*
mtz 7-18-17

Exhibit "I"
July 18, 2017

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, JAMES R. PONDER, publisher of THE SEA COAST ECHO, a newspaper printed and published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 weeks to-wit:

On the 08 day of July 2017
On the _____ day of _____ 2017
On the _____ day of _____ 2017
On the _____ day of _____ 2017

MUNICODE OF BAY ST. LOUIS
ORDINANCE NO. 616-06-2017 ADOPTED
BY THE CITY COUNCIL ON 6/13/2017.
AN ORDINANCE ADOPTING AND ENACTING
A NEW CODE FOR THE CITY OF
BAY ST. LOUIS, MISSISSIPPI PROVIDING
FOR THE EXCLUSION OF CERTAIN
SUPERSEDED SECTIONS AND ORDINANCES
NOT INCLUDED THEREIN PROVIDING
A PENALTY FOR THE VIOLATION
THEREOF PROVIDING FOR THE MANNER
OF AMENDING SUCH CODE AND PROVIDING
WHEN SUCH CODE AND THIS
ORDINANCE SHALL BECOME EFFECTIVE.
A FULL COPY OF THE CODIFIED ORDINANCES
MAY BE OBTAINED OR REVIEWED AT THE CITY CLERK'S OFFICE,
888 HWY 90, BAY ST. LOUIS, MS, OR ON
THE CITY WEB-SITE:
www.baystlouis.ms.gov
07/08/17

James R. Ponder

Publisher

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JUL 14 2017

BY: *Jet mail - SCE*
mtz 7-18-17

Sworn to and subscribed before me A NOTARY PUBLIC

Judith A. Adnew
this July 10 2017

Notary Public State of Mississippi At Large
My Commission Expires: November 01, 2017

Exhibit "J"
July 18, 2017

Classified Advertising Invoice

Sea Coast Echo
 124 Court Street
 P.O. Box 2009
 Bay St. Louis, MS 39521
 Phone: (228) 467-5473
 Fax: (228) 467-0333

Lisa Tilley
 City of Bay St Louis
 688 HWY. 90
 BAY ST LOUIS, MS 39520

Cust#: 01102176-000
 Phone: (228)466-5525
 Date: 07/08/17
 Due Date: 08/07/17

Ad#	Text	Start	Stop	Days	Amount	Prepaid	Due
<i>10/1</i> → 01555824-001	PO#10-09930 <i>Sandy</i>	07/08/17	07/08/17	1	96.60	0.00	96.60 <i>lls</i>
* 01555844-001	PO#10-09936 <i>Municode Ord</i>	07/08/17	07/08/17	1	15.12	0.00	15.12
<i>10/1</i> → 01555851-001	PO#10-09931 <i>Bay St Louis City</i>	07/08/17	07/08/17	1	35.52	0.00	35.52 <i>lls</i>

Invoice for Municode Ord Notice Proof of Publication let

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 BY: *let mail - SCE*
ntz 7-18-17

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

RECEIVED
JUL 14 2017

BY: *Jet* email-TF
mtg 7-18-17

LEASE

THIS LEASE made and entered into this 15th day of August, 2017, by and between the City of Bay St. Louis, Mississippi, a municipal corporation, hereinafter referred to as Lessor, and Barre Theory, LLC, of Bay St. Louis, Mississippi, a Mississippi limited liability company, hereinafter called Lessee, as follows:

WITNESSETH

1. Leased Premises.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, part of the City's building and parking area at the Old Bay St. Louis City Hall Annex Building on Second Street, Bay St. Louis, Mississippi, and commonly known as the "Old Bay St. Louis City Hall Building" (Old City Hall Building), located at 300 South Second Street, Bay St. Louis, Mississippi, 39520. This area is specifically defined as the Second Floor (top part of the "Old Bay St. Louis City Hall"). Lessor agrees to maintain access to certain common areas on the First Floor for access to the elevator, which Lessee will be authorized to utilize, as well as the restroom facilities.

2. Term. The term of this lease shall be for a two-year (2) term, commencing on August 15, 2017, and terminating on August 14, 2019. The parties further acknowledge that the lease, if renewed, is subject to affirmation by each succeeding term of the City Council of Bay St. Louis, if applicable.

3. Rent.

A. Lessee shall pay to Lessor a total annual base rent for the ^{top}~~bottom~~ part of the Leased Premises the sum of Twelve Thousand Dollars (\$12,00.00) to be paid monthly in equal amounts of One Thousand Dollars (\$1,000.00), due and payable on the fifteenth day of each month. This amount represents the fair market value of the property for lease of this nature and kind.

B. Lessee shall pay to Lessor such additional rent as is provided under Paragraphs 5, 6 or 11 of this Lease on or before the fifteenth day of the month following the month in which the obligation represented by the additional rent is incurred.

C. All rent shall be paid without notice, demand, deduction, or any setoff whatsoever, at the address of Lessor at City Hall, Bay St. Louis, Mississippi, or at any other place designated by Lessor in writing.

4. Use. Lessee shall use the Leased Premises only for operating an exercise and fitness business and in conformity with the rules and regulations of the State of Mississippi. The Leased Premises shall not be used for any purpose in violation of any zoning or other laws or any regulation of any governmental body having jurisdiction over the Leased Premises. The

Exhibit "K"
July 18, 2017

maximum number of persons in attendance at any given time shall not exceed the occupancy limit set by the City of Bay St. Louis Fire Code.

5. Taxes.

A. Lessee shall pay before delinquent, all personal property taxes, ad valorem taxes and any assessments levied or assessed by any governmental authority against the leasehold interest or any personal property and fixtures of Lessee, in on or about the Leased Premises;

B. Lessor is a governmental entity and thus there is no ad valorem assessment on the property; however, the leasehold interest in the property is subject to taxation by Hancock County, Mississippi. Lessee shall be responsible for any assessment on the leasehold interest in the property by Hancock County or any other taxing authority.

6. **Utilities.** The electrical bill for the leased premises represents the usage for both floors. Currently, the First Floor is leased by ^{Sannu's} Cypress Café ^{L.L.C.}. In addition to the Rent set forth in Paragraph 3, the parties agree that Lessee shall be responsible for utilities (electric) in the amount of One Hundred Twenty-Five Dollars (\$125.00) of the electrical bill. The parties further agree that the amount of the utilities (electric) is an estimate and, as such, is subject to change based on utilization. During the First Year, the parties will re-evaluate the utilities. Prior to the commencement of Year Two, the parties will re-calculate the average monthly electrical bill to determine the monthly payment for Year Two. The Lessee shall be solely responsible for water and sewer, refuse collection, telephone, gas, internet and/or cable, and any other utilities.

7. Insurance.

A. During the term of the lease, Lessor shall, at its own expense, keep the building, appurtenant structures and other improvements on the Leased Premises insured for the benefit of Lessor against loss or damage by fire, extended coverage, vandalism, and malicious mischief for the full replacement value of the building, appurtenant structures, and other improvements. The Lessor may comply with the insurance requirements of this section through self-insurance.

B. The policy or policies as required above shall name the Lessor as an additional named insured and shall require that the Lessor receive the minimum of thirty (30) days' notice prior to cancellation. A certificate or certificates of insurance evidencing coverage in compliance with the terms of this Lease shall be delivered prior to the beginning date of each term.

C. Lessee shall not commit or permit any acts or failures to act in or about the Leased Premises which may in any way impair or invalidate such policy or policies of insurance for the building. Lessee shall cooperate with Lessor in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to Lessor such proofs of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance monies.

D. Lessor has insurance on said structure and shall be responsible for obtaining any fire, flood or extended coverage insurance for real property and agrees to maintain same upon the structure.

8. **Casualty.** If the Leased Premises are wholly or partially destroyed by fire or other casualty insured against by Lessee, Lessee shall give immediate notice thereof in writing to Lessor, and shall fully cooperate with Lessor in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance applicable to the Lease Premises shall be paid to Lessor, and Lessor may rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage; provided, however, that Lessor may elect to retain such insurance proceeds other than proceeds relating to Lessee's personal property and may not be required to rebuild, repair or restore the Leased Premises. This Lease may be terminated if such damage or destruction occurs within the last twelve (12) months of the term of this lease, or if more than one-third (1/3) of the Leased Premises is damaged or destroyed. In the event of total destruction of the Leased Premises, the Lessee may terminate the Lease.

9. **Liability Insurance.** During the term of this Lease, Lessee, at Lessee's expense, shall maintain general public liability insurance to cover claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises and the appurtenances thereto in companies or other entities and in form acceptable to Lessor. Both Lessor and Lessee shall be adequately covered under limits of liability in an amount not less than one million dollars (\$1,000,000.00) in the event of one accident, and in the aggregate. Such insurance, naming the Lessor as an additional insured, will be obtained and evidence thereof delivered to Lessor prior to any occupancy of the Leased Premises by Lessee or upon the commencement of the Lease term, whichever shall occur first.

10. **Liability and Indemnification.** Lessee shall indemnify and hold Lessor harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor arising from any use, nonuse or condition of the Leased Premises and the appurtenances thereto created by or attributable to Lessee or Lessee's employees, customers, agents, invitees, licensees, guest or lessees unless due to Lessor's sole negligence or intentional misconduct. Lessor shall not be liable for any damage to or theft of any personal property, goods, commodities or materials in or about the Leased Premises unless due to Lessor's sole negligence or intentional misconduct.

11. **Maintenance and Repairs.**

A. Lessee shall maintain the Leased Premises in good order and condition, which shall include performing all custodial services for the area occupied by Lessee. Lessor will maintain landscaping to a standard kept at all facilities maintained by Lessor.

B. Repairs to original construction will be borne by Lessor and shall be solely within the discretion of Lessor.

C. Any damage caused or permitted by Lessee or Lessee's employees, agents, members, licensees, sub-tenants, or invitees to the Leased Premises shall be repaired by Lessor at the expense of Lessee, who shall be separately billed therefor and shall reimburse Lessor for the same as additional rent.

D. The parties agree that any maintenance and repairs on the common area will be reviewed on a case by case basis and each party will be responsible for that portion of the damages and repairs as is allocated to each party.

12. **Lessee's Improvements.** Lessee, at Lessee's expense, may make such alterations and improvements to the interior of the Leased Premises as may be necessary or desirable for the conduct of business of Lessee; provided, however, that Lessee shall make no alterations or improvements which may impair the structural strength of the building of which the Leased Premises are a part or which may conflict with any existing provisions of any mortgages on or against the Leased Premises; and provided, further, that Lessee shall first obtain Lessor's written consent for such alterations and improvements. Lessor may require, as a condition to consenting to such alterations or improvements, that work therefore be done by Lessor's own employees or under Lessor's direction, but at the expense of the Lessee. Lessor also may require that Lessee give security that the work will be complete free and clear of liens and in a manner satisfactory to Lessor. Any alteration or improvement made by Lessee shall be complete expeditiously, subject to any delays beyond the control of Lessee, and in compliance with all laws and ordinances and all rules and regulations of any and all governmental authorities having jurisdiction of or over the Leased Premises. Lessee at its expense shall repair all damages to the Leased Premises, which shall be occasioned by the installation or removal of Lessee's improvements or alterations. Lessor shall not be responsible or liable for any loss of or damage to Lessee's improvements or alterations.

13. **Liens.** If the Leased Premises or any part thereof, or Lessee's leasehold interest therein, shall at any time during the term of this Lease become subject to any vendor's, mechanic's, laborer's, or materialmen's lien based upon the furnishing of material or labor to Lessee, Lessee shall cause the same, at Lessee's expense, to be discharged with forty-five (45) days after notice thereof, unless the lien and the claim occasioning it is litigated in good faith by the Lessee.

14. **Nuisance.** Notwithstanding anything in this Lease to the contrary, including without limitation the use by Lessee of the Leased Premises in accordance with Article 4 hereunder, Lessee shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of the surrounding neighborhood. Lessee shall not obstruct or cause to be obstructed any public or private roadways, sidewalks, or common areas appurtenant to the building and land of which the Leased Premises are a part. In the event the Lessee commits or permits any nuisance or act set forth in this Article, the same shall be material breach of this Lease.

15. **Condition of Premises.** Lessee shall take the Leased Premises "as is" and in such physical condition as they are upon the commencement of the term of this Lease. Lessor

shall not be liable for any damage or injury to either persons or property sustained by Lessee, its agents, employees, guest, invitees, members, licensees, any subtenant or any other person or entity whatsoever, due in any way to the condition of the Leased Premises, including without limitation damage or loss caused by water, sewage, sewer, leaking of pipes or plumbing works, or by robbery or theft, whether such damage or loss be caused or occasioned by anything or circumstances, whether or a like nature or of a wholly different nature, unless due to Lessor's intentional misconduct.

16. **Assignment; Subletting.** Lessee shall not assign this Lease or sublet the Leased Premises except with the express approval by Lessor in writing. Lessor may require that the Lessee have any subtenant vacate the premises within sixty (60) days written notice from Lessor.

17. **Legal Expenses.** In the event of any suit initiated by either Lessor or Lessee against the other in any way connected with this Lease, or for the recovery of rent or possession of the Leased Premises, the successful party to any such action shall recover from the other party reasonable attorneys' fees and court costs in connection with said suit.

18. **Signs.** No signs, advertisements or notice shall be placed by Lessee on any part of the outside of the building of which the Leased Premises are a part, whether walls, roofs, windows, doors or otherwise, except such as shall be approved by Lessor, and in compliance with the City's sign ordinance. If such approval by Lessor is given, such signs, advertisements or notices shall be installed and maintained at Lessee's expense and shall conform to all applicable governmental laws, rules and regulations.

19. **Building Rules.** Lessee shall abide by all rules and regulations of the project imposed by Lessor for the good order and reasonable use of the Leased Premises and contiguous real estate and buildings by all tenants of Lessor and clients, customers and employees and pursuant to any and all of the City's current building codes and requirements. Breach of building rules and regulations shall be a material breach of this Lease.

20. **Right of Entry.** Lessor may, during the term of this Lease, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, and in addition may, at any time within the last six (6) months of the term of this Lease, show the Leased Premises to prospective lessees or prospective purchasers after 48 hours' notice to Lessee.

21. **Surrender.** Upon the expiration of the term of this Lease, or upon the earlier termination of this Lease, Lessee shall surrender peaceable possession of the Leased Premises in the same condition as the Leased Premises were at the commencement of this Lease, reasonable wear and tear and acts of God excepted.

22. **Notices.** Any notice required or permitted to be given or served by either to this Lease shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

Lessor: Mayor-City of Bay St. Louis City Hall

Bay St. Louis, MS 39520

Lessee: **Barre Theory, LLC**
300 South Second Street
Bay St. Louis, MS 39520

All rental payments shall be made to the Lessor at the above address. Either party may change the addresses from time to time by serving notice as above provided.

23. **Nondiscrimination.** The Lessee shall not discriminate against any individual in any way on account of such individual's race, color, religion, sex, age, handicap or national origin.

24. **Broker.** Lessor and Lessee each represent to the other that there are no broker's commissions in connection with the Lease.

25. **No Waiver.** Any waiver by any of the parties hereto of any breach of this Lease or of any right of any party shall not constitute a waiver of any other breach or of any other right.

26. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto, and no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by both parties hereto.

27. **Time of Essence.** Time shall be of the essence in the performance of every term, covenant and condition of the Lease.

28. **Headings.** The Article headings contained herein are inserted only for convenience of reference and are no way to be construed as a part of this Lease or as a limitation of the scope of the particular Article to which they refer.

29. **Benefit.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

30. **Parking and Common Areas.** Lessee shall have the nonexclusive right to use the parking and common areas around the Leased Premises during the term of this Lease.

31. **Quiet Enjoyment.** So long as Lessee is not in default under the terms of this Lease, Lessee shall be entitled to the quiet enjoyment and use of the Leased Premises according to the terms of this Lease.

32. **Defaults of Lessee.** The occurrence of any one or more of the following events shall be a default and a breach of this Lease by Lessee.

A. Lessee shall fail to pay any monthly installment of base rent within ten (10) days after the same shall be due and payable, or any other additional rent within thirty (30) days after the same shall be due and payable.

B. Lessee shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Lessor; provided however, that if the term, condition, covenant or obligation to be performed by Lessee is of such nature that the same cannot reasonably be performed within such thirty day period, such default shall be deemed to have been cured if Lessee commences such performance within the thirty day period and thereafter diligently undertakes to complete the same.

C. Lessee shall vacate or abandon the leased premises, or fail to occupy the leased premises for a period of thirty (30) days. In the event of a hurricane or like disaster the Lessee shall have up to one (1) year to return to said property.

D. The dissolution, termination of existence, discontinuance of its business, insolvency, business failure, or appointment of a receiver over any part of the Lessee's assets in, on or about the leased premises or the Lessee's interest in this Lease, or assignment for the benefit of creditors by Lessee, or the commencement of any proceedings under any bankruptcy reorganization or arrangement laws by or against Lessee.

33. Remedies of Landlord. Upon the occurrence of any event of default set forth in Paragraph 32 above, Lessor shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Lessee:

A. Lessor may terminate this Lease as of the date of such default, in which event: (1) neither Lessee nor any person claiming under or through Lessee shall thereafter be entitled to possession of the leased premises, and Lessee shall immediately thereafter surrender the premises to Lessor; (2) Lessor may re-enter the premises and dispossess Lessee or any other occupants of the leased premises by any means permitted by law; or

B. Lessor may sue for injunctive relief or to recover damages for any loss resulting from the breach.

34. Alcohol and Tobacco Products. The Lessee shall not display, market, sell, distribute, dispense, transfer or give away alcohol and/or tobacco products without express written authorization of the City.

35. Renewal. The Lessee shall have a right of first refusal to renew the lease on terms and conditions to be negotiated at the end of the primary term, upon written notice by the lessee of intent to renew, submitted by lessee, within thirty (30) days of the end of the primary term. The parties further acknowledge that the renewal of said lease is subject to (1) fair market value appraisal for adjustment of rent hereunder and (2) affirmation by each succeeding term of the City Council of Bay St. Louis, if applicable.

37. Applicable Law. This Agreement is controlled and subject to applicable laws of the State of Mississippi.

38. Amendments. Any Amendment to this Lease must be in writing and signed and executed by both parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2013.

LESSOR

LESSEE

CITY OF BAY ST. LOUIS, MISSISSIPPI

BARRE THEORY, LLC

NAME

MANDIE FRENCH

MAYOR

TITLE

ATTEST:

MANDIE FRENCH,
INDIVIDUALLY

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
CITY OF BAY ST. LOUIS

RECEIVED
JUL 18 2017

BY: *Det Copied for
6-13-17 folder
mtg 7-18-17*

ASSIGNMENT OF LEASE

This *Assignment of Lease* is entered into by the **City of Bay St. Louis, Mississippi** (hereinafter "Lessor"), landlord and lessor of the subject premises; **Cypress Café Forstall Holdings, LLC**, a Mississippi limited liability company (hereafter "Assignor"), the current tenant and lessee of the subject premises; and, **Sonny's Cypress Café, LLC**, a Mississippi limited liability company (hereafter "Assignee"), the new tenant and lessee of the subject premises, is executed on the date(s) stated hereinbelow.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Lessor, Assignor and Assignee do hereby covenant, contract and agree as follows:

1. OPERATIVE LEASE: The *Lease* being assigned by Assignor to Assignee by this *Assignment of Lease* was executed by Lessor and Assignor on the 7th day of April, 2017, and is incorporated herein by reference, a copy of which is attached hereto. The premises described in said *Lease*, and subject to this Assignment, is as follows:

"a part of the City's building and parking area at the Old Bay St. Louis City Hall Annex Building on Second Street, Bay St. Louis, Mississippi, and commonly known as the "Old Bay St. Louis City Hall Building" (Old City Hall Building), located at 200 South Second Street, Bay St. Louis, Mississippi, 39520. This area is specifically defined as the First Floor (bottom part of the Old Bay St. Louis City Hall)". [With Lessor maintaining] access to certain common areas for access to the elevator, which is used to access the second floor, as well as the restroom facilities."

2. ASSIGNMENT OF INTEREST: Whereas Assignor and Assignee have entered into a contract for the sale and purchase of substantially all of equipment, inventory, and miscellaneous assets used or useful, or intended to be used in the operation of Assignor's business commonly referred to as "Cypress Café", currently operated upon and located at the leased premises. As part of said sale and purchase, Assignor hereby assigns all Assignor's rights, obligations and interest in the leased premises under the Assignor's *Lease* with Lessor, to Assignee, who hereby assumes those rights, obligations and interests, including payment of rent under the operative Lease Agreement with Lessor, beginning on the **1st day of June, 2017**.

3. JOINT AND SEVERAL LIABILITY OF ASSIGNOR: All parties acknowledge and hereby specifically agree that Assignor will not be jointly and severally liable under the terms and conditions of the above-referenced *Lease*.

*Exhibit "N"
June 13, 2017*

Exhibit "O"

Exhibit "L"

May 23, 2017

July 18, 2017

WITNESS THE SIGNATURES of the parties hereto on the date(s) stated herein below.

CITY OF BAY ST. LOUIS, MISSISSIPPI, Lessor

By: 
LES M. FILLINGAME, Mayor

5/25/2017
Date

Attested:

By: _____
Name: _____
Title: _____

Date

CYPRESS CAFÉ FORESTALL HOLDINGS, LLC, Assignor

By: Stephen P Forstall
STEPHEN P. FORSTALL, Manager

5/24/17
Date

Stephen P Forstall
STEPHEN P. FORSTALL, Individually

5/24/17
Date

SONNY'S CYPRESS CAFÉ, LLC, Assignee

By: 
STEPHEN WRIGHT, Member

5-24-17
Date


STEPHEN WRIGHT, Individually

5-24-17
Date

Personal Guarantee of Lease Agreement

The undersigned (Guarantor) in consideration of the execution of the lease agreement hereby unconditionally guarantees and promises to pay or perform on demand any and all debts, obligations, and liabilities of **SONNY'S CYPRESS CAFÉ, LLC**, a Mississippi limited liability company (Tenant) under or arising out of the lease agreement entered by and between the City of Bay St. Louis and Tenant, for the property known as Old City Hall.

This is a continuing guarantee which applies to any renewal, extension, modification, or amendment of the lease rental agreement, without notice of Guarantor.

Guarantor hereby waives each and all of the following:

- a. Notice of acceptance of this guarantee.
- b. Notice of any renewal, extension, modification, or amendment of the lease.
- c. Notice of Tenants default under the lease.
- d. The right, if any, to benefit of or to direct the application of the security deposit.
- e. The right to require the City of Bay St. Louis to proceed against the Tenant or any other party prior to proceeding against this Guarantor and agrees that the City of Bay St. Louis may proceed against the Guarantor directly and independently of any other party liable and the cessation of the liability of any other party for any reason other than full payment, shall not in any way affect the liability of the Guarantor.
- f. Any defense of the Tenant or any other liable party.

This guarantee shall be valid only upon the acceptance by the City of Bay St. Louis. This guarantee and the right and obligations of the parties shall be governed and construed in accordance with Mississippi law. Guarantor consents to jurisdiction in the appropriate court in Hancock County, Mississippi. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs.

This section to be completed by Guarantor

Name: STEPHEN WRIGHT Home Telephone: (504) 220-5955

Address: 7031 Homers Hub, Kiln, MS 39556

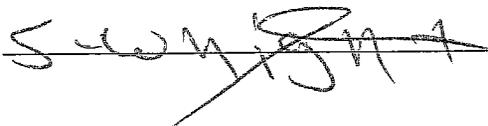
Employment: Self Work Telephone: (228) 466-4877

Address: 300 S. Second Street, Bay St. Louis, MS 39520

Driver's License# 005409787 Social Security# 438-61-5816

Date of Birth: January 5, 1960 Email: sonnykosa01@gmail.com

Guarantor authorizes verification of the above information including a credit report and agrees to furnish additional information on request.

Signature:  Date: 24-5-17

City Council Meeting
Exhibit List – July 18, 2017

1. Exhibit "A": Cash Balances dated July 14, 2017 in the amount of \$2,812,016.82 before the docket and \$2,460,219.13 after the docket
2. Exhibit "B": Certification Letter dated July 14, 2017 for Docket of Claims #16-055 in the amount of \$423,767.12 and Docket of Claims #16-056 in the amount of \$13,065.00
3. Exhibit "C": Payroll dated July 5, 2017, in the amount of \$165,088.49
4. Exhibit "D": Docket of Claims #16-055 dated July 18, 2017 in the amount of \$338,732.79 before deducting item 7513, Blackboard, Inc., in the amount of \$6,878.13. New Docket of Claims #16-055 amount is \$331,854.66
5. Exhibit "E": Updated Cash Balances and Certification Letter with new totals after deduction of Item 7513, Blackboard, Inc., in the amount of \$6,878.13
6. Exhibit "F": Docket of Claims #16-056 dated July 18, 2017 in the amount of \$13,065.00
7. Exhibit "G": Contract for Professional Services with Southern Administrators and Benefits Consultants, Inc.
8. Exhibit "H": Pedicab Ordinance Number 617-07-2017
9. Exhibit "I": Pedicab Ordinance Summary Notice for publication
10. Exhibit "J": Municode Proof of Publication for Municode Ordinance Number 616-06-2017 Summary Notice for publication
11. Exhibit "K": Lease, Personal Guarantee and Bay Saint Louis Contract Addendum for Barre Theory, L.L.C. for the upstairs rental of the building known as the "Old Bay Saint Louis City Hall" located at ~~300 South Beach Boulevard~~ question about address
12. Exhibit "L": Assignment of Lease to transfer the Lease of Cypress Café Forstall to Sonny's Cypress Café, L.L.C. for the downstairs rental of the building known as the "Old Bay Saint Louis City Hall" located at ~~200 South Beach Boulevard~~ question about address
13. Exhibit "M": Exhibit List dated July 18, 2017
14. Exhibit "N": _____
15. Exhibit "O": _____
16. Exhibit "P": _____

2-25-17
Will reprint ^{Exh.}
list when get this
straight. *Get*

Exhibit "M"
July 18, 2017