Proceedings of the Public Hearing and City Council Meeting of the City of Bay Saint Louis, State of Mississippi, taken at a meeting held March 7, 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: Mike Favre, President (Council Member-at-Large), Doug Seal (Ward 1), Jeff Reed (Ward 3), Bobby Compretta (Ward 4), Joey Boudin (Ward 5) and Lonnie Falgout (Ward 6)

COUNCIL STAFF: Lisa Tilley, Clerk of Council

ADMINISTRATIVE STAFF: Les Fillingame, Mayor, Sissy Gonzales, City Clerk/Comptroller and Trent Favre, City Attorney

ABSENT: Wendy McDonald (Ward 2)

Council Member Reed delivered the invocation and Pledge of Allegiance.

GUESTS

- **Colby Cooper – Site Plans for Tractor Supply Company, Sherry Ruth**

Motion to approve site plan review for Tractor Supply Company

Council Member Seal motioned, seconded by Council Member Compretta, to approve the site plan review for Tractor Supply Company.

Council Member Seal stated that on the site plans, the sign was not approved and signage details were not adequate. Sign information will need to be submitted to and approved by the Bay Saint Louis Building Department.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre and Seal

VOTING NAY: None ABSTAIN: Boudin ABSENT: McDonald

- **Sam Moore – Wards 5 and 6 needs**

Sam Moore requested that a community center and a legitimate and valid voting precinct be built for Wards 5 and 6 as these wards pay taxes and have no building where people can meet for events. Other government agencies are on board with these buildings, including Hancock County Water and Sewer Board, T.J. Moran with Steven Palazzo's office and Hancock County Board of Supervisors.

Council Member Falgout stated that Hancock County should handle the voting precinct and the City handle the community center. Mayor Fillingame stated FEMA funds were leveraged for the community centers Hancock County lost.

Council Member Falgout requested that Mayor Fillingame begin the process for the community center.

- **Kathleen Johnson – Canopy Safety, Hancock Arts Festival**

Kathleen Johnson is requesting the Bay Saint Louis City Council pass something to regulate the safety of the canopies that will be set up at the upcoming Hancock Arts Festival. Ms. Johnson has extra weights that can be use for anyone putting up a tent during the Hancock Arts Festival.

Council Member Falgout asked about adding verbiage to the Special Event Application addressing this issue. Mayor Fillingame suggested amending the Zoning Ordinance to allow a stipulation in the temporary structure exception for tents during special events and maybe a small fee to go inspect the safety features.

Council Member Seal stated regulations can be given out but there is nothing to enforce it. Mayor Fillingame will have someone inspect the tents being put up and will hand out the suggested regulations to anyone putting up a tent.

- **Dwayne Bremer – 2017 Bay Saint Louis Election**

Dwayne Bremer announced he is withdrawing from the 2017 Bay Saint Louis City Council race. There is a potential ethics issue that Mr. Bremer was told would not be an issue. After Mr. Bremer completed research into the matter and there is a potential ethics issue.

CITY CLERK/COMPTROLLER'S REPORT

- **Bay Saint Louis Cash Balances**

Motion to spread the Bay Saint Louis Cash Balances dated March 7, 2017, in the amount of $4,658,916.43, on the Minutes

Council Member Boudin motioned, seconded by Council Member Seal, to spread the Bay Saint Louis Cash Balances, dated March 7, 2017, in the amount of $4,658,916.43 before the Docket of Claims, on the Minutes. (Exhibit "A")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

- **Bay Saint Louis Certification Letter dated March 7, 2017 for Docket of Claims #16-038 and Docket of Claims #16-039**

Motion to spread the Bay Saint Louis Certification Letter dated March 7, 2017, for Docket of Claims #16-038 in the amount of $84,472.29 and Docket of Claims #16-039 in the amount of $423,985.06, on the Minutes

Council Member Falgout motioned, seconded by Council Member Seal, spread the Bay Saint Louis Certification Letter dated March 7, 2017, for Docket of Claims #16-038 in the amount of $84,472.29 and for Docket of Claims #16-039 in the amount of $423.985.06, on the Minutes. (Exhibit "B")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

- **Bay Saint Louis Payroll**

Motion to spread the Bay Saint Louis Payroll dated March 2, 2017 on the Minutes

Council Member Reed motioned, seconded by Council Member Boudin, to spread the Payroll dated March 2, 2017, in the amount of $154,297.71, on the Minutes. (Exhibit "C")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

- **Bay Saint Louis Docket of Claims #16-038 dated March 7, 2017**

Motion to approve the Docket of Claims #16-038 dated March 7, 2017, in the amount of $84,472.29

Council Member Seal motioned, seconded by Council Member Reed, to approve the Docket of Claims #16-038 dated March 7, 2007, in the amount of $84,472.29. (Exhibit "D") as follows:

001 General Fund	$56,529.35
001 State Fire Insurance Rebate	$2,067.20
200 Debt Service Fund	$7,515.25
400 Utility Fund	$11,231.05
450 Municipal Harbor Fund	7,129.44
Total	$84,472.29

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

- **Bay Saint Louis Docket of Claims #16-039 dated March 8, 2017 in the amount of $423,985.06**

Motion to approve the Docket of Claims #16-039 dated March 8, 2017, in the amount of $423,985.06

Council Member Seal motioned, seconded by Council Member Boudin, to approve the Docket of Claims #16-039 dated March 8, 2007, in the amount of $423,985.06. (Exhibit "E") as follows:

001 General Fund	$416,495.06
650 Community Hall Unearned	$7,490.00
Total	$423,985.06

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Seal and Boudin

VOTING NAY: None ABSENT: McDonald

PLANNING AND ZONING

a) **MR. KEITH PORTER AND MRS. CONNIE PORTER** – Application for Variance to the Zoning Ordinance. The applicants' intention is to construct a carport. Where a lot is a corner lot fronting on two existing streets that intersect, the lot shall have two front yards. The minimum front yard setback is 25ft. The applicant is requesting a variance of 10ft to the front yard fronting on Magnolia Drive, which would give a front yard setback of 15ft. The property in question is located at 400 Garden Road and intersects at the corner of Magnolia Drive; Parcel #138A-0-46-112.000, described as Lot 1&2, Block 12, Shoreline Estates, Unit 2. The property is zoned R-1, Single Family District. Recommend approval 6/0

Council Member Favre asked if anyone had any opposition to the request. No one came forward.

Motion to accept recommendation and approve application for 440 Garden Road intersecting at the corner of Magnolia Drive for Variance to the Zoning Ordinance

Council Member Falgout moved, seconded by Council Member Reed, to accept the recommendation of Planning and Zoning and approve the application and grant the Variance to the Zoning Ordinance as requested by Keith Porter and Connie Porter, parcel #138A-0-46-112.000.

A vote was called for with the following response:

VOTING YEA: Compretta Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

b) **MR. JOHN KOMIDOR** – Application for Variance to the Zoning Ordinance. The applicant's intention is to build a single family residence. The applicant will need a total variance to the front yard setback of 20ft, resulting in a front yard setback of 30ft and a total variance to the side yard setback of 3ft, resulting in a side yard setback of 5ft. The property in question is located at 1526 North Beach Boulevard; Parcel #136H-2-37-001.000, described as 2D, Rear First Ward, Bay St. Louis. The property lies in an R-1 District. Recommend approval 6/0

Council Member Favre asked if anyone had any opposition to the request. No one came forward.

Motion to accept recommendation and approve application for 1526 North Beach Boulevard for Variance to the Zoning Ordinance

Council Member Seal moved, seconded by Council Member Boudin, to accept the recommendation of Planning and Zoning and approve the application and grant the Variance to the Zoning Ordinance as requested by John Komidor, parcel #136H-2-37-001.000.

A vote was called for with the following response:

VOTING YEA: Compretta Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

c) **MR. TODD THRIFFILEY** – Application for Special Subdivision and Variance to the Zoning Ordinance. The applicant is asking to subdivide the parcel of land into two (2) new parcels of land. The newly created Parcel 1 will meet the requirements set forth for subdivision of property. If the subdivision of property is granted, the newly created parcel of land identified as Parcel 2 will need a total variance to the minimum lot area of 3,843sq ft, resulting in a minimum lot area of 6,157sq ft; and will need a total variance to the minimum lot width of 25ft, resulting in a lot width of 50ft. The property in question is located at 547 St. John Street; Parcel #137H-0-45-091.000, described as Lots 16-18, Block 1, Toulme Subdivision. The property is zoned C-3, Highway Commercial District. Recommend denial 6/0

Council Member Favre asked if anyone was here in favor of the application. No one came forward.

Motion to deny recommendation and approve application for 547 Saint John Street for Special Subdivision and Variance to the Zoning Ordinance

Council Member Compretta moved, seconded by Council Member Boudin, to deny the recommendation of Planning and Zoning and approve the application for Special Subdivision and Variance to the Zoning Ordinance as requested by Todd Thriffiley parcel #137H-0-45-091.000.

A vote was called for with the following response:

VOTING YEA: Compretta Reed, Favre, Boudin and Seal

VOTING NAY: None RECUSED: Falgout ABSENT: McDonald

d) **MR. BREHM BELL** – Application for Special Subdivision Plat Approval and Variance to the Zoning Ordinance. The applicant would like to subdivide this parcel of land into five (5) new parcels of land. If the subdivision is granted, the applicant will need variances to the lot width for each new parcel and variances to the total square footage to each new parcel. The property is located at 424 Ulman Avenue; Parcel #149E-0-29-045.000, described as Lot 43B & All Lots 44-46, Ulman Subdivision. The property is zoned C-2, Neighborhood Commercial. Recommend approval 6/0

Council Member Favre asked if anyone had any opposition to the request. No one came forward.

Motion to accept recommendation and approve application for property located on 424 Ulman Avenue for Special Subdivision Plat Approval and Variance to the Zoning Ordinance

Council Member Compretta moved, seconded by Council Member Reed, to accept recommendation and approve a Special Subdivision Plat Approval and Variance to the Zoning Ordinance as requested by Brehm Bell, parcel #149E-0-29-045.000.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

COUNCIL/NEW/OLD BUSINESS

- **Noise Ordinance amendments (Action Item)**

Motion to place Noise Ordinance draft on the City of Bay Saint Louis website with changes made to the decibel readings, which was to increase all decibel levels in residential and commercial areas, and during all times, by five(5)

Council Member Boudin motioned, seconded by Council Member Compretta, to place Noise Ordinance draft on the City of Bay Saint Louis website with changes made to the decibel readings, which was to increase all decibel levels in residential and commercial areas by five (5) each; and that any comments for requested changes shall be sent to Clerk of Council Tilley prior to 12:00 p.m. noon on Friday, March 17, 2017. (Draft as Exhibit "F")

A vote was called for with the following response:

VOTING YEA: Compretta, Falgout, Favre and Boudin

VOTING NAY: Reed and Seal ABSENT: McDonald

MAYOR'S REPORT

- Consent Agenda
  a) Travel
     Department: Police
     Employee: Jeff Hendrix, Jamie Blanton
     Date: April 10-12, 2017
     Location: New Orleans, LA
     Reason: Training – Traumas of Law Enforcement
     Sponsoring Organization: Concerns of Police Survivors
     Registration: -0-
     Meals: -0-
     Transportation: City Vehicle
     Lodging: -0-

  b) Travel
     Department: Fire
     Employee: Derrion Elzy, Michael Guitreau
     Date: March 19-23, 2017
     Location: Jackson, MS
     Reason for Travel: Class
     Sponsoring Organization: State Fire Academy
     Registration: -0-
     Meals: $200.00
     Transportation: -0-
     Lodging: -0-

  c) Approve Street Closures, March 18, 2017 5:00 a.m. – 11:00 a.m. to allow for Half Marathon race sponsored by Fit First, Bay Saint Louis to Pass Christian, back to Bay Saint Louis, Main Street, Beach Boulevard, Service Road, Second Street.

Motion to Approve Mayor Fillingame's Consent Agenda

Council Member Boudin motioned, seconded by Council Member Reed, to approve Mayor Fillingame's Consent Agenda. Hancock County approval was received March 6, 2017 for Half Marathon race sponsored by Fit First.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin and Seal

VOTING NAY: Falgout ABSENT: McDonald

ATTORNEY'S REPORT

- **Utility Ordinance – Remove discretionary language regarding delinquencies (Action Item)**

Motion to accept the changes to the ordinance dealing with utility bill cutoff/delinquencies and approve Ordinance Number 611-03-2017, An Ordinance of the City of Bay Saint Louis, Mississippi Providing that the Code of Ordinances of the City of Bay Saint Louis, Mississippi, be amended by Updating Section 94-46. "Payments and Delinquencies"

Council Member Seal motioned, seconded by Council Member Reed, accept the changes to the ordinance dealing with utility bill cutoff/delinquencies and approve Ordinance Number 611-03-2017, An Ordinance of the City of Bay Saint Louis, Mississippi Providing that the Code of Ordinances of the City of Bay Saint Louis, Mississippi, be amended by Updating Section 94-46. "Payments and Delinquencies". (Exhibit "G")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin and Seal

VOTING NAY: Falgout ABSENT: McDonald

Motion to approve the one publication of Ordinance Number 611-03-2017, An Ordinance of the City of Bay Saint Louis, Mississippi Providing that the Code of Ordinances of the City of Bay Saint Louis, Mississippi, be amended by Updating Section 94-46. "Payments and Delinquencies"

Council Member Falgout motioned, seconded by Council Member Seal, to approve the one publication of Ordinance Number 611-03-2017, An Ordinance of the City of Bay Saint Louis, Mississippi Providing that the Code of Ordinances of the City of Bay Saint Louis, Mississippi, be amended by Updating Section 94-46. "Payments and Delinquencies". (Exhibit "G")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin and Seal

VOTING NAY: Falgout ABSENT: McDonald

- **Lease-Purchase – Approve BancorpSouth documents (Action Item)**

Motion to Approve, and Authorize Mayor Fillingame to Execute, the Resolution Authorizing and Approving Execution of an Equipment Lease-Purchase Agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank for the purpose of Lease-Purchasing certain equipment

Council Member Boudin motioned, seconded by Council Member Reed, to Approve and Authorize Mayor Fillingame to Execute the Resolution Authorizing and Approving Execution of an Equipment Lease-Purchase Agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank for the purpose of Lease-Purchasing certain equipment. (Exhibit "H")

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Favre, Boudin and Seal

VOTING NAY: Falgout ABSENT: McDonald

PUBLIC FORUM

Eric Nichols stated that someone removed and replaced Sam Nichols', Eric Nichols' father, headstone at Martin Luther King Park with another headstone. Mr. Nichols is requesting that Council Member Reed check into returning Sam Nichols' headstone.

ENGINEER'S REPORT

City Engineer Chiniche updated the Bay Saint Louis City Council on the 2015 General Obligation Public Improvement Bonds Phase 2 Drainage bids, 2015 General Obligation Public Improvement Bond Phase 1 Drainage, 2015 General Obligation Public Improvement Bond Phase 2 Drainage projects (main drain behind Bailey's Lumber), blighted properties, a condemned property on the corner of Watts Street and Keller Street and the NOAA Resiliency Grant.

Motion to authorize City Engineer Chiniche to present Mayor Fillingame and City Attorney Favre the NOAA Coastal Resiliency Grants application checklist for review and authorize Mayor Fillingame to execute any documents on behalf of the City of Bay Saint Louis and for City Attorney Favre to review the application and submit any requirements to the State of Mississippi

Council Member Falgout motioned, seconded by Council Member Reed, to authorize City Engineer Chiniche to present Mayor Fillingame and City Attorney Favre the NOAA Coastal Resiliency Grants application checklist for review and authorize Mayor Fillingame to execute any documents on behalf of the City of Bay Saint Louis and for City Attorney Favre to review the application and submit any requirements to the State of Mississippi.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

City Engineer Chiniche continued with updates on the BP projects.

Motion to authorize Mayor Fillingame to execute a Substantial Completion Form for 2015 General Obligation Public Improvement Bond Phase 1 Drainage for Morrealle Construction

Council Member Seal motioned, seconded by Council Member Boudin, to authorize Mayor Fillingame to execute a Substantial Completion Form for 2015 General Obligation Public Improvement Bond Phase 1 Drainage for Morrealle Construction.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

MINUTES

Motion to Approve the Minutes of February 21, 2017

Council Member Seal moved, seconded by Council Member Falgout, to approve the Minutes of February 21, 2017.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

Motion to Approve the Minutes of February 21, 2017

Council Member Seal moved, seconded by Council Member Compretta, to approve the Minutes of February 23, 2017 Recessed Meeting.

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

ADJOURN

Motion to Adjourn

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

A vote was called for with the following response:

VOTING YEA: Compretta, Reed, Falgout, Favre, Boudin and Seal

VOTING NAY: None ABSENT: McDonald

3-21-17

Mike Favre, President – Council Member-at-Large **Date**

3/21/17

Doug Seal, Council Member – Ward 1 **Date**

Wendy McDonald, Council Member – Ward 2 **Date**

3/21/17

Jeff Reed, Council Member – Ward 3 **Date**

3/21/17

Bobby Compretta, Council Member – Ward 4 **Date**

03/21/17

Joey Boudin, Council Member -- Ward 5 **Date**

3/21/17

Lonnie Falgout, Council Member – Ward 6 **Date**

3-21-17

Lisa Tilley, Clerk of Council **Date**

Les Fillingame, Mayor **Date**

CITY OF BAY ST LOUIS

CASH BALANCES*

3/7/2017

RECEIVED
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BY: Jet email - SG
mtg 3-7-17

GENERAL FUND OPERATING	$	972,716.16	
NARCOTIC'S TASK FORCE ACCT	$	3,767.38	
COMMUNITY HALL ACCOUNT	$	46,545.62	
MUN FIRE REBATE FUND & 1/4 MILL	$	33,966.13	
MUNICIPAL RESERVE FUND	$	346,291.26	
KATRINA LONG TERM RECOVERY (FEMA)	$	384.76	
KATRINA SUPPLEMENTAL CDBG ACCOUNT	$	1,364.28	
DEBT SERVICE ACCOUNT	$	146,360.85	**
UTILITY FUND OPERATING	$	182,877.43	
UTILITY CAPITAL AND MAINTENANCE	$	385,593.01	
UTILITY METER DEPOSITS	$	306,135.63	
UTILITY DEBT SERVICE	$	761.46	
UTILITY BOND SINKING FUND (REFI IN 2014)	$	273,381.61	
MUNICIPAL HARBOR FUND	$	72,245.77	
MUNICIPAL HARBOR CAPITAL & MAINTENANCE	$	5,000.76	
UNEMPLOYMENT REVOLVING FUND	$	45,865.03	
DOJ FUNDS	$	321,651.42	
2016 ROAD CONSTRUCTION BOND	$	1,488,988.14	
COUNTY ROAD & BRIDGE DEBT SERVICE	$	25,019.73	
TOTAL ALL FUNDS:	**$**	**4,658,916.43**	

*Cash Balances are shown BEFORE Claims Docket

**Considers $139,724.67 deposit going into the fund from docket checks

Exhibit "A"
March 7, 2017

BAY SAINT LOUIS
A PLACE APART

RECEIVED
MAR 07 2017
hand del.
SG
intg 3-7-17

March 7, 2017

CERTIFICATION

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

- Claims Docket 03/07/2017_16-038 - $84,472.29
- Claims Docket 03/08/2017_16-039 - $423,985.06

Sissy Gonzales
City Clerk
City of Bay St. Louis

Exhibit "B"
March 7, 2017

PAYROLL NO#: 01 CITY OF BAY ST. LOUIS DEPT: 001-100
BATCH: ALL BATCHES

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	PAYROLL				646.16
							EMPLOYEE TOTAL			646.16
1033	COMPRETTA, ROBERT J	SAL	-1	SAL PAY	001-100-400-000	PAYROLL				646.16
							EMPLOYEE TOTAL			646.16
1300	FALGOUT, LONNIE J	SAL	-1	SAL PAY	001-100-400-000	PAYROLL				646.16
							EMPLOYEE TOTAL			646.16
1299	FAVRE, MICHAEL J	SAL	-1	SAL PAY	001-100-400-000	PAYROLL				692.31
							EMPLOYEE TOTAL			692.31
1339	GARCIA, LINDA D	R	-1	REGULAR PAY	001-100-400-000	PAYROLL		13.40	70.00	938.00
		VAC	-1	VAC PAY	001-100-400-000	PAYROLL		13.40	1.00	13.40
		SCK	-1	SICK PAY	001-100-400-000	PAYROLL		13.40	8.00	107.20
							EMPLOYEE TOTAL		79.00	1,058.60
1194	MC DONALD, WENDY	SAL	-1	SAL PAY	001-100-400-000	PAYROLL				646.16
							EMPLOYEE TOTAL			646.16
1039	REED, JEFFREY J	SAL	-1	SAL PAY	001-100-400-000	PAYROLL				646.16
							EMPLOYEE TOTAL			646.16
1038	SEAL, JR, PHILLIP DOUG	SAL	-1	SAL PAY	001-100-400-000	PAYROLL				646.16
							EMPLOYEE TOTAL			646.16
1326	TILLEY, LISA C	R	-1	REGULAR PAY	001-100-400-000	PAYROLL		16.50	66.50	1,097.25
		PRSL	-1	PRSNL LEAVE	001-100-400-000	PAYROLL		16.50	3.75	61.88
		SCK	-1	SICK PAY	001-100-400-000	PAYROLL		16.50	9.75	160.88
							EMPLOYEE TOTAL		80.00	1,320.01

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
PERSONAL LEAVE	3.75	61.88
REGULAR PAY	136.50	2,035.25
SALARY PAY		4,569.27
SICK PAY	17.75	268.08
VACATION PAY	1.00	13.40
** TOTALS **	159.00	6,947.88

SIGNATURE: _____

RECEIVED
MAR 03 2017
BY: Det in box @ City Hall
mtg 3-7-17

Exhibit "C"
March 7, 2017

EMP# ---------NAME---------	CODE	DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1053 BREMER, MARY ANN	R -1	REGULAR PAY	001-102-400-000	PAYROLL		14.58	61.25	893.03
	VAC -1	VAC PAY	001-102-400-000	PAYROLL		14.58	14.00	204.12
	PRSL -1	PRSNL LEAVE	001-102-400-000	PAYROLL		14.58	4.00	58.32
					EMPLOYEE TOTAL		79.25	1,155.47
1022 COMPRETTA, J P	SAL -1	SAL PAY	001-102-400-000	PAYROLL				1,000.00
					EMPLOYEE TOTAL			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	74.75	1,382.88
	OT -1-1	OVERTIME	001-102-401-000	OVERTIME PAYROLL		27.75	1.00	27.75
	PRSL -1	PRSNL LEAVE	001-102-400-000	PAYROLL		18.50	5.25	97.13
					EMPLOYEE TOTAL		81.00	1,507.76
1350 SMITH, RACHAEL A	R -1	REGULAR PAY	001-102-400-000	PAYROLL		10.00	72.50	725.00
	VAC -1	VAC PAY	001-102-400-000	PAYROLL		10.00	6.50	65.00
	PRSL -1	PRSNL LEAVE	001-102-400-000	PAYROLL		10.00	1.00	10.00
					EMPLOYEE TOTAL		80.00	800.00

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	1.00	27.75
PERSONAL LEAVE	10.25	165.45
REGULAR PAY	208.50	3,000.91
SALARY PAY		2,000.00
VACATION PAY	20.50	269.12
** TOTALS **	240.25	5,463.23

SIGNATURE: _____

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	76.00	1,290.48
	PRSL	-1	PRSNL LEAVE	001-120-400-000	PAYROLL		16.98	4.00	67.92
						EMPLOYEE TOTAL		80.00	1,358.40
1010 FAIRCONNETUE, PAULA C	R	-1	REGULAR PAY	001-120-400-000	PAYROLL		21.50	74.50	1,601.75
	OT	-1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL		32.25	1.00	32.25
	PRSL	-1	PRSNL LEAVE	001-120-400-000	PAYROLL		21.50	2.00	43.00
	SCK	-1	SICK PAY	001-120-400-000	PAYROLL		21.50	1.00	21.50
	OT	-1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL		32.25	1.50	48.38
						EMPLOYEE TOTAL		80.00	1,746.88
1219 FAVRE, JAMIE E	R	-1	REGULAR PAY	001-120-400-000	PAYROLL		13.58	77.50	1,052.45
	PRSL	-1	PRSNL LEAVE	001-120-400-000	PAYROLL		13.58	2.50	33.95
						EMPLOYEE TOTAL		80.00	1,086.40
1244 FEUERSTEIN, DANA M	R	-1	REGULAR PAY	001-120-400-000	PAYROLL		14.08	67.50	950.40
	SCK	-1	SICK PAY	001-120-400-000	PAYROLL		14.08	12.50	176.00
						EMPLOYEE TOTAL		80.00	1,126.40
1140 FILLINGAME, LES M	SAL	-1	SAL PAY	001-120-400-000	PAYROLL				3,091.38
						EMPLOYEE TOTAL			3,091.38
1341 GONZALES, DOLLY H	SAL	-1	SAL PAY	001-120-400-000	PAYROLL				2,101.56
	PRSL	-1	PRSNL LEAVE	001-120-400-000	PAYROLL		31.25	3.25	101.56
	SCK	-1	SICK PAY	001-120-400-000	PAYROLL		31.25	9.50	296.88
						EMPLOYEE TOTAL		12.75	2,500.00
1322 JACOBI, LOUIS S	R	-1	REGULAR PAY	001-120-400-000	PAYROLL		15.50	36.00	558.00
						EMPLOYEE TOTAL		36.00	558.00
1005 MCKAY JR, AUGUST CHARLES	SAL	-1	SAL PAY	001-120-400-000	PAYROLL				2,086.15
						EMPLOYEE TOTAL			2,086.15
1357 THOMPSON, CAITLIN M	R	-1	REGULAR PAY	001-120-400-000	PAYROLL		10.00	78.75	787.50
						EMPLOYEE TOTAL		78.75	787.50
1093 TICE, VIOLET PATRICIA D	R	-1	REGULAR PAY	001-120-400-000	PAYROLL		19.60	80.00	1,568.00
	OT	-1-1	OVERTIME	001-120-401-000	OVERTIME PAYROLL		29.40	0.75	22.05
						EMPLOYEE TOTAL		80.75	1,590.05

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	3.25	102.68
PERSONAL LEAVE	11.75	246.43
REGULAR PAY	490.25	7,808.58
SALARY PAY		7,279.09
SICK PAY	23.00	494.38

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
** TOTALS **	528.25	15,931.16

SIGNATURE: _____

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	77.25	1,467.75
	OT	-1-1	OVERTIME	001-150-401-000	OVERTIME PAYROLL		28.50	1.50	42.75
						EMPLOYEE TOTAL		78.75	1,510.50
1052 BLACK, CHARLENE MARIE	R	-1	REGULAR PAY	001-150-400-000	PAYROLL		19.35	80.00	1,548.00
	CE	-1	COMP EARNED	-				11.10	0.00
						EMPLOYEE TOTAL		91.10	1,548.00
1218 FARVE, GREGORY J	R	-1	REGULAR PAY	001-150-400-000	PAYROLL		13.00	56.50	734.50
						EMPLOYEE TOTAL		56.50	734.50
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	3.75	67.95
						EMPLOYEE TOTAL		83.75	1,034.35
1045 MCCONNELL, THOMAS H	R	-1	REGULAR PAY	001-150-400-000	PAYROLL		20.19	25.25	509.80
	SCK	-1	SICK PAY	001-150-400-000	PAYROLL		20.19	54.75	1,105.40
						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	11.10	0.00
OVERTIME	5.25	110.70
REGULAR PAY	319.00	5,226.45
SALARY PAY		1,816.92
SICK PAY	54.75	1,105.40
** TOTALS **	390.10	8,259.47

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EMP# ---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1055 ADERER, KARL A	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		14.06	13.25	186.30
						EMPLOYEE TOTAL		13.25	186.30
1085 ARMENTROUT, SCOTT A	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		15.17	86.00	1,304.62
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		22.75	9.50	216.17
						EMPLOYEE TOTAL		95.50	1,520.79
1090 ARNOLD, JAMES ANTHONY	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		14.06	86.00	1,209.16
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		21.09	20.50	432.35
						EMPLOYEE TOTAL		106.50	1,641.51
1146 AVERHART, PEGGY L	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		14.00	39.50	553.00
						EMPLOYEE TOTAL		39.50	553.00
1332 BLANTON, JAMIE M	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	5.00	112.65
						EMPLOYEE TOTAL		91.00	1,404.37
1043 BLAPPERT, DIANE S	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		16.00	80.00	1,280.00
						EMPLOYEE TOTAL		80.00	1,280.00
1059 BRADY, TAMMY L	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		14.73	80.00	1,178.40
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		22.09	2.50	55.24
						EMPLOYEE TOTAL		82.50	1,233.64
1084 BURCH, JAMES S	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		18.87	25.50	481.19
	PRSL	-1	PRSNL LEAVE	001-200-400-000	PAYROLL		18.87	8.50	160.40
	ADM	-1	ADMIN LEAVE	001-200-400-000	PAYROLL		18.87	50.00	943.50
						EMPLOYEE TOTAL		84.00	1,585.09
1308 CORR, NATHAN M	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
1199 COSTER, MARY I	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		14.06	10.00	140.60
						EMPLOYEE TOTAL		10.00	140.60
1352 CRAIG, KYLE N	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	4.00	90.12
						EMPLOYEE TOTAL		90.00	1,381.84
1344 DICKENS, ROBERT M	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	60.00	901.20
	PRSL	-1	PRSNL LEAVE	001-200-400-000	PAYROLL		15.02	36.00	540.72
	VAC	-1	VAC PAY	001-200-400-000	PAYROLL		15.02	88.82	1,334.08
	PRSL	-1	PRSNL LEAVE	001-200-400-000	PAYROLL		15.02	8.55	128.42
						EMPLOYEE TOTAL		193.37	2,904.42
1333 EAGAN III, FREDERICK L	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	31.50	709.70
						EMPLOYEE TOTAL		117.50	2,001.42

EMP# ---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1358 FREEMAN, DAREN T	SAL	-1	SAL PAY	001-200-400-000	PAYROLL				2,201.54
						EMPLOYEE TOTAL			2,201.54
1080 GAILLOT, KEVEN RENE	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	15.00	337.95
						EMPLOYEE TOTAL		101.00	1,629.67
1347 GALLO, LOIS A	VAC	-1	VAC PAY	001-200-400-000	PAYROLL		14.00	6.38	89.32
	PRSL	-1	PRSNL LEAVE	001-200-400-000	PAYROLL		14.00	13.69	191.66
						EMPLOYEE TOTAL		20.07	280.98
1349 GRADY, SCOTT T	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	84.00	1,261.68
						EMPLOYEE TOTAL		84.00	1,261.68
1202 GRAY, DONALD R	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		18.88	86.00	1,623.68
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		28.32	16.50	467.28
						EMPLOYEE TOTAL		102.50	2,090.96
1337 HART, DAVID D	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	8.00	180.24
						EMPLOYEE TOTAL		94.00	1,471.96
1065 HENDRIX, JEFFREY B	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	86.00	1,468.02
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		25.60	3.50	89.62
						EMPLOYEE TOTAL		89.50	1,557.64
1359 ISSMAN, MATTHEW L	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	47.00	802.29
						EMPLOYEE TOTAL		47.00	802.29
1060 MAYLEY, WESTON C	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		20.12	86.00	1,730.32
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		30.18	9.50	286.71
						EMPLOYEE TOTAL		95.50	2,017.03
1324 MCQUEEN, CALEB W	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	10.50	236.57
						EMPLOYEE TOTAL		96.50	1,528.29
1058 MITCHELL, JOHN E	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		17.21	52.50	903.53
	SCK	-1	SICK PAY	001-200-400-000	PAYROLL		17.21	42.00	722.82
						EMPLOYEE TOTAL		94.50	1,626.35
1227 MURPHY, DYLAN K	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	86.00	1,468.02
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		25.60	10.50	268.85
						EMPLOYEE TOTAL		96.50	1,736.87
1041 NECAISE, DORTY J	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		13.48	80.00	1,078.40
	OT	-1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		20.22	9.00	181.98
						EMPLOYEE TOTAL		89.00	1,260.38
1323 NELSON, JOHN E	R	-1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	70.50	1,058.91

EMP# ---------NAME---------	CODE	DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
	PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL		15.02	1.50	22.53
	CT -1	COMP TAKEN	001-200-400-000			15.02	12.00	180.24
					EMPLOYEE TOTAL		84.00	1,261.68
1044 OTNOTT, CHARLES H	R -1	REGULAR PAY	001-200-400-000	PAYROLL		14.09	80.00	1,127.20
					EMPLOYEE TOTAL		80.00	1,127.20
1068 PHILLIPS, PUSH A	R -1	REGULAR PAY	001-200-400-000	PAYROLL		18.88	86.00	1,623.68
	OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		28.32	18.00	509.76
					EMPLOYEE TOTAL		104.00	2,133.44
1309 REYNOLDS, RICKY D	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.17	86.00	1,304.62
	OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		22.75	6.50	147.91
					EMPLOYEE TOTAL		92.50	1,452.53
1345 REYNOLDS, SARA F	R -1	REGULAR PAY	001-200-400-000	PAYROLL		15.02	84.00	1,261.68
					EMPLOYEE TOTAL		84.00	1,261.68
1234 STANTON, NATHANIEL A	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	86.00	1,468.02
	OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		25.60	5.00	128.03
					EMPLOYEE TOTAL		91.00	1,596.05
1066 TAYLOR, ERNEST L	R -1	REGULAR PAY	001-200-400-000	PAYROLL		14.06	22.00	309.32
					EMPLOYEE TOTAL		22.00	309.32
1196 TAYLOR, PAUL STEWART	R -1	REGULAR PAY	001-200-400-000	PAYROLL		17.07	86.00	1,468.02
	OT -1-1	OVERTIME	001-200-401-000	OVERTIME PAYROLL		25.60	4.50	115.22
					EMPLOYEE TOTAL		90.50	1,583.24
1338 TAYLOR, JR, ERNEST L	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	6.50	146.45
	PRSL -1	PRSNL LEAVE	001-200-400-000	PAYROLL		15.02	5.00	75.10
					EMPLOYEE TOTAL		97.50	1,513.27

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
ADMINISTRATIVE LEAVE	50.00	943.50
COMP TIME TAKEN	12.00	180.24
OVERTIME	207.00	4,960.63
PERSONAL LEAVE	73.24	1,118.83
REGULAR PAY	2,376.25	37,525.62
SALARY PAY		2,201.54
SICK PAY	42.00	722.82
VACATION PAY	95.20	1,423.40
** TOTALS **	2,855.69	49,076.58

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EMP# ---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1099 ARMENTA SR, BRIAN	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		12.20	96.00	1,171.20
						EMPLOYEE TOTAL		96.00	1,171.20
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	14.00	220.50
						EMPLOYEE TOTAL		120.00	1,333.50
1269 BURCHETT, TIMOTHY M	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		9.15	106.00	969.90
	OT	-1-1	OVERTIME	001-260-401-000	OVERTIME PAYROLL		13.72	6.00	82.35
						EMPLOYEE TOTAL		112.00	1,052.25
1230 CATALANO JR, GARY J	VAC	-1	VAC PAY	001-260-400-000	PAYROLL		12.20	72.00	878.40
	PRSL	-1	PRSNL LEAVE	001-260-400-000	PAYROLL		12.20	48.00	585.60
						EMPLOYEE TOTAL		120.00	1,464.00
1313 CLARK, AUSTIN T	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
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	14.00	220.50
						EMPLOYEE TOTAL		120.00	1,333.50
1103 FARVE, III, JOHN L	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	14.00	256.20
						EMPLOYEE TOTAL		120.00	1,549.40
1356 FAVRE, JACE M	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		10.50	96.00	1,008.00
	SCK	-1	SICK PAY	001-260-400-000	PAYROLL		10.50	18.00	189.00
						EMPLOYEE TOTAL		114.00	1,197.00
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	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
1104 GNAU, RACHEL E	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		11.69	96.00	1,122.24
	PRSL	-1	PRSNL LEAVE	001-260-400-000	PAYROLL		11.69	3.00	35.07
	SCK	-1	SICK PAY	001-260-400-000	PAYROLL		11.69	21.00	245.49
						EMPLOYEE TOTAL		120.00	1,402.80
1328 GUITREAU, MICHAEL J	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		10.50	24.00	252.00
	VAC	-1	VAC PAY	001-260-400-000	PAYROLL		10.50	48.00	504.00
	PRSL	-1	PRSNL LEAVE	001-260-400-000	PAYROLL		10.50	24.00	252.00
						EMPLOYEE TOTAL		96.00	1,008.00

EMP#	---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
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
1346	LABAT, ROBERT B	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		10.50	96.00	1,008.00
							EMPLOYEE TOTAL		96.00	1,008.00
1340	LOUSTALOT III, NORMAN JR		-1	REGULAR PAY	001-260-400-000	PAYROLL		9.15	96.00	878.40
							EMPLOYEE TOTAL		96.00	878.40
1303	MAURICE JR, GARY T	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
1281	SHORTER, ORIN C	R	-1	REGULAR PAY	001-260-400-000	PAYROLL		11.69	72.00	841.68
		VAC	-1	VAC PAY	001-260-400-000	PAYROLL		11.69	24.00	280.56
							EMPLOYEE TOTAL		96.00	1,122.24
1107	STEFANO, DAVID D	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	14.50	254.26
							EMPLOYEE TOTAL		120.50	1,493.40
1110	STRONG, MONTY E	SAL	-1	SAL PAY	001-260-400-000	PAYROLL				1,730.46
		SCK	-1	SICK PAY	001-260-400-000	PAYROLL		27.03	16.00	432.62
							EMPLOYEE TOTAL		16.00	2,163.08
1355	TORRES, ADAM C	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

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	132.50	2,161.30
PERSONAL LEAVE	75.00	872.67
REGULAR PAY	1,732.00	18,823.14
SALARY PAY		3,556.50
SICK PAY	55.00	867.11
VACATION PAY	144.00	1,662.96
** TOTALS **	2,138.50	27,943.68

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EMP# ---------NAME---------	CODE	DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1318 ALLEN, DANNY L	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.50	48.75	609.38
	VAC -1	VAC PAY	001-300-400-000	PAYROLL		12.50	8.00	100.00
	PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.50	8.00	100.00
					EMPLOYEE TOTAL		64.75	809.38
1321 CHIASSON, SR, JASON P	R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.50	79.00	1,145.50
	PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		14.50	1.00	14.50
					EMPLOYEE TOTAL		80.00	1,160.00
1266 DUVERNAY, ROBERT A	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.44	78.50	976.54
					EMPLOYEE TOTAL		78.50	976.54
1004 ELLIOTT, CINDY B	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.90	78.75	937.13
	PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		11.90	1.25	14.88
					EMPLOYEE TOTAL		80.00	952.01
1174 FAVRE, KIM P	SAL -1	SAL PAY	001-300-400-000	PAYROLL				2,078.47
					EMPLOYEE TOTAL			2,078.47
1353 JOHNSON, SANDRA R	R -1	REGULAR PAY	001-300-400-000	PAYROLL		12.50	72.00	900.00
	PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.50	8.00	100.00
					EMPLOYEE TOTAL		80.00	1,000.00
1270 KARL, MATTHEW L	R -1	REGULAR PAY	001-300-400-000	PAYROLL		13.00	36.25	471.25
					EMPLOYEE TOTAL		36.25	471.25
1164 LADNER, MARK H	R -1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	12.00	132.00
					EMPLOYEE TOTAL		12.00	132.00
1148 LOIACANO, JAMES D	SAL -1	SAL PAY	001-300-400-000	PAYROLL				1,816.92
					EMPLOYEE TOTAL			1,816.92
1253 MAURICE, GARY T	R -1	REGULAR PAY	001-300-400-000	PAYROLL		18.50	67.00	1,239.50
	VAC -1	VAC PAY	001-300-400-000	PAYROLL		18.50	3.25	60.13
	PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		18.50	1.50	27.75
	SCK -1	SICK PAY	001-300-400-000	PAYROLL		18.50	2.00	37.00
					EMPLOYEE TOTAL		73.75	1,364.38
1150 MCCARDLE, SAMUEL C	R -1	REGULAR PAY	001-300-400-000	PAYROLL		14.48	68.50	991.88
	VAC -1	VAC PAY	001-300-400-000	PAYROLL		14.48	3.00	43.44
	PRSL -1	PRSNL LEAVE	001-300-400-000	PAYROLL		14.48	5.00	72.40
					EMPLOYEE TOTAL		76.50	1,107.72
1154 MCKAY, JAMIE	R -1	REGULAR PAY	001-300-400-000	PAYROLL		15.50	76.00	1,178.00
	OT -1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		23.25	0.50	11.63
					EMPLOYEE TOTAL		76.50	1,189.63
1342 MEEK, GEORGE R	R -1	REGULAR PAY	001-300-400-000	PAYROLL		9.50	80.00	760.00
	OT -1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		14.25	8.25	117.56
					EMPLOYEE TOTAL		88.25	877.56

EMP# ---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1331 PIAZZA, ASHLEY J	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		9.00	80.00	720.00
	OT	-1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		13.50	8.50	114.75
						EMPLOYEE TOTAL		88.50	834.75
1213 POWELL, THOMAS J	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		12.00	54.50	654.00
						EMPLOYEE TOTAL		54.50	654.00
1240 RABOTEAU, WENDELL A	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		14.58	59.50	867.51
	VAC	-1	VAC PAY	001-300-400-000	PAYROLL		14.58	4.00	58.32
	SCK	-1	SICK PAY	001-300-400-000	PAYROLL		14.58	8.00	116.64
						EMPLOYEE TOTAL		71.50	1,042.47
1214 RICHARDSON, CORY M	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		12.08	79.00	954.32
	PRSL	-1	PRSNL LEAVE	001-300-400-000	PAYROLL		12.08	1.00	12.08
						EMPLOYEE TOTAL		80.00	966.40
1205 STOREY, CHARLES E	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		13.44	32.25	433.44
	VAC	-1	VAC PAY	001-300-400-000	PAYROLL		13.44	3.00	40.32
	PRSL	-1	PRSNL LEAVE	001-300-400-000	PAYROLL		13.44	1.50	20.16
	SCK	-1	SICK PAY	001-300-400-000	PAYROLL		13.44	2.00	26.88
						EMPLOYEE TOTAL		38.75	520.80
1155 SWANIER, MITCHELL J	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		14.50	69.50	1,007.75
	VAC	-1	VAC PAY	001-300-400-000	PAYROLL		14.50	8.00	116.00
						EMPLOYEE TOTAL		77.50	1,123.75
1276 TAYLOR, DONNELL	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		10.00	79.00	790.00
	PRSL	-1	PRSNL LEAVE	001-300-400-000	PAYROLL		10.00	1.00	10.00
						EMPLOYEE TOTAL		80.00	800.00
1161 THOMAS, ARCHIE	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		12.44	72.00	895.68
	SCK	-1	SICK PAY	001-300-400-000	PAYROLL		12.44	8.00	99.52
						EMPLOYEE TOTAL		80.00	995.20
1231 WASHINGTON, THELMA W	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		11.00	78.50	863.50
	OT	-1-1	OVERTIME	001-300-401-000	OVERTIME PAYROLL		16.50	0.50	8.25
	PRSL	-1	PRSNL LEAVE	001-300-400-000	PAYROLL		11.00	1.50	16.50
						EMPLOYEE TOTAL		80.50	888.25
1149 ZEUGIN JR, HAROLD B	R	-1	REGULAR PAY	001-300-400-000	PAYROLL		13.08	80.00	1,046.40
						EMPLOYEE TOTAL		80.00	1,046.40

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	17.75	252.19
PERSONAL LEAVE	29.75	388.27
REGULAR PAY	1,381.00	17,573.78

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
SALARY PAY		3,895.39
SICK PAY	20.00	280.04
VACATION PAY	29.25	418.21
** TOTALS **	1,477.75	22,807.88

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EMP# ---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1145 BREAUX, CANDEE L	R	-1	REGULAR PAY	400-120-400-000	PAYROLL		16.08	76.00	1,222.08
	CT	-1	COMP TAKEN	400-120-400-000			16.08	4.00	64.32
	CE	-1	COMP EARNED	-				17.12	0.00
						EMPLOYEE TOTAL		97.12	1,286.40
1137 STEWART, KATIE L	R	-1	REGULAR PAY	400-120-400-000	PAYROLL		16.08	57.37	922.50
	VAC	-1	VAC PAY	400-120-400-000	PAYROLL		16.08	7.75	124.62
	PRSL	-1	PRSNL LEAVE	400-120-400-000	PAYROLL		16.08	2.25	36.18
	SCK	-1	SICK PAY	400-120-400-000	PAYROLL		16.08	3.25	52.26
	CT	-1	COMP TAKEN	400-120-400-000			16.08	9.38	150.83
						EMPLOYEE TOTAL		80.00	1,286.39

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
COMP TIME EARNED	17.12	0.00
COMP TIME TAKEN	13.38	215.15
PERSONAL LEAVE	2.25	36.18
REGULAR PAY	133.37	2,144.58
SICK PAY	3.25	52.26
VACATION PAY	7.75	124.62
** TOTALS **	177.12	2,572.79

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EMP#	---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1295	CONWAY, JR, QUENTIN J	R	-1	REGULAR PAY	400-700-400-000	PAYROLL		13.00	80.00	1,040.00
		OT	-1-1	OVERTIME	400-700-401-000	OVERTIME		19.50	35.50	692.25
							EMPLOYEE TOTAL		115.50	1,732.25
1138	KELLEY JR, CARLTON E	R	-1	REGULAR PAY	400-700-400-000	PAYROLL		15.21	80.00	1,216.80
		OT	-1-1	OVERTIME	400-700-401-000	OVERTIME		22.81	5.50	125.48
							EMPLOYEE TOTAL		85.50	1,342.28
1176	ORTIZ, JERALDO	SAL	-1	SAL PAY	400-700-400-000	PAYROLL				1,963.08
							EMPLOYEE TOTAL			1,963.08
1178	SAUCIER, HENRI C	R	-1	REGULAR PAY	400-700-400-000	PAYROLL		20.38	74.75	1,523.41
		OT	-1-1	OVERTIME	400-700-401-000	OVERTIME		30.57	4.00	122.28
							EMPLOYEE TOTAL		78.75	1,645.69
1180	SUMMERS, CARL D	R	-1	REGULAR PAY	400-700-400-000	PAYROLL		16.14	72.25	1,166.12
		SCK	-1	SICK PAY	400-700-400-000	PAYROLL		16.14	7.75	125.09
							EMPLOYEE TOTAL		80.00	1,291.21
1175	THOMS, STEPHEN D	R	-1	REGULAR PAY	400-700-400-000	PAYROLL		16.50	62.75	1,035.38
		VAC	-1	VAC PAY	400-700-400-000	PAYROLL		16.50	17.25	284.63
							EMPLOYEE TOTAL		80.00	1,320.01

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
OVERTIME	45.00	940.01
REGULAR PAY	369.75	5,981.71
SALARY PAY		1,963.08
SICK PAY	7.75	125.09
VACATION PAY	17.25	284.63
** TOTALS **	439.75	9,294.52

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EMP#	---------NAME---------	CODE		DESCRIPTION	---------- G/L ACCOUNT ----------		TYPE BATCH	RATE	HOURS	AMOUNT
1074	CAUGHLIN, DUANE P	R	-1	REGULAR PAY	450-120-400-000	PAYROLL		16.80	80.00	1,344.00
							EMPLOYEE TOTAL		80.00	1,344.00
1210	FORSTALL, STEPHEN P	R	-1	REGULAR PAY	450-120-400-000	PAYROLL		13.08	62.25	814.23
							EMPLOYEE TOTAL		62.25	814.23
1310	FORTIN, CHARLES P	SAL	-1	SAL PAY	450-120-400-000	PAYROLL				1,730.77
							EMPLOYEE TOTAL			1,730.77
1285	MOSSEY, JOSHUA M	R	-1	REGULAR PAY	450-120-400-000	PAYROLL		14.06	79.50	1,117.77
							EMPLOYEE TOTAL		79.50	1,117.77
1351	WHITE, DEREK J	R	-1	REGULAR PAY	450-120-400-000	PAYROLL		12.50	79.50	993.75
							EMPLOYEE TOTAL		79.50	993.75

DEPARTMENT TOTALS

TYPE	HOURS	AMOUNT
REGULAR PAY	301.25	4,269.75
SALARY PAY		1,730.77
** TOTALS **	301.25	6,000.52

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REPORT GRAND TOTALS

TYPE	HOURS	AMOUNT
ADMINISTRATIVE LEAVE	50.00	943.50
COMP TIME EARNED	28.22	0.00
COMP TIME TAKEN	25.38	395.39
OVERTIME	411.75	8,555.26
PERSONAL LEAVE	205.99	2,889.71
REGULAR PAY	7,447.87	104,389.77
SALARY PAY		29,012.56
SICK PAY	223.50	3,915.18
VACATION PAY	314.95	4,196.34
** TOTALS **	8,707.66	154,297.71

*** END OF REPORT ***

CITY OF BAY ... DUIS_COUNCIL DOCKET_03/07/2017_16-038

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
6107	AIR MASTERS	2/10/2017	HVAC EVALUATION FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	$ 212.50
6106		2/10/2017	HVAC PUMP REPLACEMENT FS#1	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,145.00
					TOTAL:	$ 2,357.50
5993	AT&T	2/13/2017	228 M69-7896 896_02/13/2017	GENERAL FUND	ADMINISTRATION	$ 1,717.25
5993		2/13/2017	228 M69-7896 896_02/13/2017	GENERAL FUND	ADMINISTRATION	$ 424.00
					TOTAL:	$ 2,141.25
5981	BAILEY LUMBER	2/16/2017	PLYWOOD (10)_EVENT STAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 274.70
5981		2/16/2017	SCREWS (2 BOXES)_EVENT STAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 5.76
					TOTAL:	$ 280.46
5927	BANCORPSOUTH EQUIPMENT FINANCE	2/17/2017	KUBOTA M60	DEBT SERVICE FUND	DEBT SERVICE	$ 1,139.67
5928		2/17/2017	JOHN DEERE	DEBT SERVICE FUND	DEBT SERVICE	$ 1,441.27
					TOTAL:	$ 2,580.94
5958	BARCLAY ASSESSMENT SERVICES, LLC	2/6/2017	MOLD ASSESSMENT_P.D.	GENERAL FUND	POLICE	$ 300.00
5958		2/6/2017	MOLD COLLECTION & ANALYSIS	GENERAL FUND	POLICE	$ 600.00
					TOTAL:	$ 900.00
5995	BAY ICE COMPANY	9/1/2016	ICE_HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 28.60
					TOTAL:	$ 28.60
5979	CARQUEST AUTO PARTS	2/13/2017	OIL DRY (4)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 33.92
5973		2/13/2017	HOSE FITTING (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 22.92
5973		2/13/2017	HOSE FITTING (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 9.90
5973		2/13/2017	HYDRAULIC HOSE (29')	GENERAL FUND	STREETS & PUBLIC WORKS	$ 13.05
5974		2/13/2017	HYDRAULIC FLUID (2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 79.98
5975		2/13/2017	REGULATOR (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.27
5976		2/13/2017	BATTERY TERMINAL (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1.44
5977		2/13/2017	SWITCH (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 3.74
5972		2/13/2017	HOSE FITTING MALE (1)	UTILITY FUND	UTILITY OPERATIONS	$ 13.48
5972		2/13/2017	HOSE FITTING FEMALE 91)	UTILITY FUND	UTILITY OPERATIONS	$ 23.49
5978		2/13/2017	FITTING (1)	UTILITY FUND	UTILITY OPERATIONS	$ 13.48
					TOTAL:	$ 285.67
6108	CENTRAL PIPE & SUPPLY	1/3/2017	100' SERVICE TUBING	UTILITY FUND	UTILITY OPERATIONS	$ 111.00
					TOTAL:	$ 111.00

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Exhibit "D"
March 7, 2017

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 2 AMOUNT
5956	CHAMPION DODGE	1/18/2017	HEADLAMP UNIT 355	GENERAL FUND	POLICE	$ 55.75
					TOTAL:	$ 55.75
5965	CINTAS UNIFORMS	2/9/2017	PW UNIFORMS_02/09/2017	GENERAL FUND	STREETS & PUBLIC WORKS	$ 336.14
5980		2/16/2017	PW UNIFORMS_02/16/2017	GENERAL FUND	STREETS & PUBLIC WORKS	$ 648.53
5955		12/8/2016	HARBOR UNIFORMS_12/08/2016	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 52.37
5990		2/16/2017	HARBOR UNIFORMS_2/16/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 52.37
					TOTAL:	$ 1,089.41
5985	COAST ELECTRIC POWER ASSOCIATION	2/7/2017	386820-002 TURNER ST LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 111.85
5985		2/7/2017	386820-009 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 263.51
5985		2/7/2017	386820-033 HWY 90 ACROSS P.O.	GENERAL FUND	STREETS & PUBLIC WORKS	$ 96.00
5985		2/7/2017	386820-034 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 142.09
5985		2/7/2017	386820-035 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 154.30
5985		2/7/2017	386820-036 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 123.22
5985		2/7/2017	386820-037 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 91.50
5985		2/7/2017	386820-039 HWY 90 W LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 111.12
5985		2/7/2017	386820-040 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 198.93
5985		2/7/2017	386820-041 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 53.47
5985		2/7/2017	386820-042 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 184.35
5985		2/7/2017	386820-043 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 71.41
5985		2/7/2017	386820-044 CITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 5,422.04
5985		2/7/2017	386820-045 VEHICLE MAINT.	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,445.54
5985		2/7/2017	386820-046 POLICE DEPARTMENT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 184.99
5985		2/7/2017	386820-047 CARPENTER SHED	GENERAL FUND	STREETS & PUBLIC WORKS	$ 78.97
5985		2/7/2017	386820-048 DRY STORAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 36.34
5985		2/7/2017	386820-050 DRINKWATER MEDIA LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 210.11
5985		2/7/2017	386820-052 WASHINGTON ST LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 79.10
5985		2/7/2017	386820-053 BLUE MEADOW CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	$ 46.94
5985		2/7/2017	386820-054 WASH & CHAP CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	$ 49.12
5985		2/7/2017	386820-055 WASH WARN SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	$ 44.48
5984		2/7/2017	870474-002 HWY 90 & WASHINGTON	GENERAL FUND	STREETS & PUBLIC WORKS	$ 46.44
5984		2/7/2017	870474-004 MAIN ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 51.01
5984		2/7/2017	870474-007 HWY 603/LAGAN	GENERAL FUND	STREETS & PUBLIC WORKS	$ 218.88
5984		2/7/2017	870474-008 HWY 603/SUGARFIELD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 278.90
5984		2/7/2017	870474-009 HWY 603/GULF CONCRETE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 542.22
5984		2/7/2017	870474-010 HWY 603/GATOR STOP	GENERAL FUND	STREETS & PUBLIC WORKS	$ 511.69
5985		2/7/2017	386820-003 LS#20 WASHINGTION	UTILITY FUND	UTILITY OPERATIONS	$ 272.89
5985		2/7/2017	386820-005 LS#18 EASTERBROOK	UTILITY FUND	UTILITY OPERATIONS	$ 39.43
5985		2/7/2017	386820-006 LS#14 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 48.73

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
5985	COAST ELECTRIC continued...	2/7/2017	386820-007 LS#13 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 44.63
5985		2/7/2017	386820-016 LS#31 BLUE MEADOW	UTILITY FUND	UTILITY OPERATIONS	$ 136.88
5985		2/7/2017	386820-017 LS#29 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 60.84
5985		2/7/2017	386820-018 LS#27 PONTIAC DR	UTILITY FUND	UTILITY OPERATIONS	$ 50.93
5985		2/7/2017	386820-020 LS#26 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 40.49
5985		2/7/2017	386820-021 LS#24 SUEBE ST	UTILITY FUND	UTILITY OPERATIONS	$ 191.64
5985		2/7/2017	386820-022 LS#28 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 148.99
5985		2/7/2017	386820-023 LS#30 GREEN MEADOW	UTILITY FUND	UTILITY OPERATIONS	$ 205.73
5985		2/7/2017	386820-026 TENTH ST WATER	UTILITY FUND	UTILITY OPERATIONS	$ 1,184.05
5985		2/7/2017	386820-029 LS#12 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 40.44
5985		2/7/2017	386820-031 LS#38 SCIANNA LANE	UTILITY FUND	UTILITY OPERATIONS	$ 52.63
					TOTAL:	$ 13,366.82
5957	COAST GLASS AND MIRROR, LLC	2/7/2017	REAR WINDOW UNIT 598	GENERAL FUND	POLICE	$ 35.00
					TOTAL:	$ 35.00
5988	DPC ENTERPRISES, L.P.	1/31/2017	CHLORINE CYLINDER RENTAL	UTILITY FUND	UTILITY OPERATIONS	$ 460.00
					TOTAL:	$ 460.00
6105	FERRARA FIRE APPARATUS	2/10/2017	BUNKER GEAR SET	STATE FIRE INSURANCE REBATE	FIRE	$ 1,758.00
6105		2/10/2017	LEATHER BOOTS	STATE FIRE INSURANCE REBATE	FIRE	$ 260.00
6105		2/10/2017	FREIGHT	STATE FIRE INSURANCE REBATE	FIRE	$ 49.20
					TOTAL:	$ 2,067.20
6100	FUELMAN	1/23/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 95.79
6101		1/30/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 32.22
6102		2/6/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 45.85
6103		2/13/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 142.52
					TOTAL:	$ 316.38
5982	GULF HYDRAULIC	2/15/2017	DIAGNOSTIC TEST_CASE 125	GENERAL FUND	STREETS & PUBLIC WORKS	$ 449.30
					TOTAL:	$ 449.30
6104	HC WATER & SEWER DISTRICT	1/31/2017	FS#2 HWY 603 WATER & SEWER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 75.00
					TOTAL:	$ 75.00
5959	LOWE'S	2/15/2017	35W LED LIGHT BULBS (2)	GENERAL FUND	FIRE	$ 34.16
5959		2/15/2017	AA BATTERIES 24 PK (5)	GENERAL FUND	FIRE	$ 69.70
5959		2/15/2017	AAA BATTERIES 16PK (3)	GENERAL FUND	FIRE	$ 32.67
5959		2/15/2017	9V BATTERIES (3)	GENERAL FUND	FIRE	$ 35.82

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
5983	LOWE'S continued...	2/15/2017	LEAF RAKE (10)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 94.80
5983		2/15/2017	DEWALT 20V (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 170.05
					TOTAL:	$ 437.20
5992	MISSISSIPPI POWER	2/13/2017	01239-14009 ST. FRANCIS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 90.57
5992		2/13/2017	02135-28039 DUNBAR TRF LT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 52.35
5992		2/13/2017	02475-32010 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.53
5992		2/13/2017	03268-85018 CTRL #7 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 108.74
5992		2/13/2017	03841-48010 HWY 90 TRAFFIC	GENERAL FUND	STREETS & PUBLIC WORKS	$ 309.27
5992		2/13/2017	04015-98007 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 54.40
5992		2/13/2017	04237-20110 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 62.61
5992		2/13/2017	04679-18047 DUNBAR SPLASH	GENERAL FUND	STREETS & PUBLIC WORKS	$ 94.66
5992		2/13/2017	04997-75021 S BEACH BLVD LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 46.34
5992		2/13/2017	05633-98041 UNION ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.76
5992		2/13/2017	06078-21009 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.24
5992		2/13/2017	06327-08000 CTRL#16 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 38.94
5992		2/13/2017	06493-43064 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 50.91
5992		2/13/2017	06735-45009 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.15
5992		2/13/2017	06774-59004 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.91
5992		2/13/2017	07061-27004 CTRL#11 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 62.93
5992		2/13/2017	08734-17013 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 40.53
5992		2/13/2017	09482-28019 BOOKTER SOFTBALL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 258.23
5992		2/13/2017	10186-00006 SPC-DD-4 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 113.30
5992		2/13/2017	10748-22013 CTRL #6 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.04
5992		2/13/2017	10791-48003 C.H. ANNEX LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 106.59
5992		2/13/2017	10834-92041 CTRL#2 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 103.98
5992		2/13/2017	10911-25022 CTRL#4 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 120.17
5992		2/13/2017	12788-76011 CTRL#5 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 116.51
5992		2/13/2017	14985-49019 CTRL#28 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 107.23
5992		2/13/2017	15070-53019 CTRL#29 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 37.70
5992		2/13/2017	16353-67048 SPC-DD-3 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 56.44
5992		2/13/2017	18197-16018 CTRL#17 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 54.11
5992		2/13/2017	18225-93001 CTRL#18 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 33.59
5992		2/13/2017	18430-94003 CTRL#1 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 68.80
5992		2/13/2017	19631-85025 S BEACH BLVD LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 31.38
5992		2/13/2017	20430-97036 CTRL#9 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.78
5992		2/13/2017	20915-15027 SPC-DD-1 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 164.00
5992		2/13/2017	20931-23027 CTRL#23 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.28
5992		2/13/2017	20976-92005 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 40.53

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
5992	MISSISSIPPI POWER continued...	2/13/2017	229551-85001 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 40.53
5992		2/13/2017	24519-50068 CTRL#8 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 58.83
5992		2/13/2017	24743-62002 WASHINGTON LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 69.90
5992		2/13/2017	24923-28008 CTRL#26 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 52.39
5992		2/13/2017	25490-44002 CTRL#12 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 57.89
5992		2/13/2017	26425-22023 CTRL#20 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 84.58
5992		2/13/2017	28236-26082 SPC-DD-2 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 133.56
5992		2/13/2017	30466-71017 CTRL#19 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 28.50
5992		2/13/2017	30806-92005 CTRL#15 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.60
5992		2/13/2017	30979-62094 CTRL#13 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 112.64
5992		2/13/2017	32141-01008 CTRL#24 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 129.19
5992		2/13/2017	33281-46017 BOOKER CONCESSION	GENERAL FUND	STREETS & PUBLIC WORKS	$ 62.09
5992		2/13/2017	42621-47002 BLSL ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 10,404.64
5992		2/13/2017	43251-47004 BLC1 MAIN ST.	GENERAL FUND	STREETS & PUBLIC WORKS	$ 58.43
5992		2/13/2017	43350-26003 CTRL#22 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 47.19
5992		2/13/2017	43521-48017 HWY 90 LTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 271.26
5992		2/13/2017	43941-48017 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 165.56
5992		2/13/2017	45201-48014 HWY 90 2ND LT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 256.21
5992		2/13/2017	45443-30005 CTRL#25 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 47.19
5992		2/13/2017	48921-47003 BLC3 OST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 208.89
5992		2/13/2017	49341-47014 CITY PARK/PLAY	GENERAL FUND	STREETS & PUBLIC WORKS	$ 94.44
5992		2/13/2017	53581-22018 CTRL#14 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 22.39
5992		2/13/2017	54481-48020 DEPOT GROUNDS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 146.63
5992		2/13/2017	55721-47011 HWY 90 TRAFFIC	GENERAL FUND	STREETS & PUBLIC WORKS	$ 192.45
5992		2/13/2017	56081-06006 CTRL#27 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 55.55
5992		2/13/2017	59891-48008 JULIA/DUNBAR	GENERAL FUND	STREETS & PUBLIC WORKS	$ 15.87
5992		2/13/2017	61574-95000 CTRL#3 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 170.35
5992		2/13/2017	65318-23002 CTRL#10 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 51.12
5992		2/13/2017	77341-49017 FELICITY CAUTION	GENERAL FUND	STREETS & PUBLIC WORKS	$ 44.90
5992		2/13/2017	85534-23017 CTRL#21 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 49.02
5992		2/13/2017	90381-48014 BEACH BLVD TRF	GENERAL FUND	STREETS & PUBLIC WORKS	$ 54.71
5991		2/13/2017	02381-470125 LS#4 N BEACH	UTILITY FUND	UTILITY OPERATIONS	$ 83.28
5991		2/13/2017	03192-96010 LS#5 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 117.75
5991		2/13/2017	03651-47002 LS#40 DUNBAR	UTILITY FUND	UTILITY OPERATIONS	$ 162.48
5991		2/13/2017	03956-29080 LS#41 JOHN BAPTISTE	UTILITY FUND	UTILITY OPERATIONS	$ 49.69
5991		2/13/2017	04721-47014 LS#17 EASTERBROOK	UTILITY FUND	UTILITY OPERATIONS	$ 53.52
5991		2/13/2017	13297-23052 LS#43 FELICITY	UTILITY FUND	UTILITY OPERATIONS	$ 1,375.10
5991		2/13/2017	14472-53000 LS#37 UNION ST	UTILITY FUND	UTILITY OPERATIONS	$ 151.43
5991		2/13/2017	17956-66037 LS#42 UNION ST	UTILITY FUND	UTILITY OPERATIONS	$ 72.66
5991		2/13/2017	24821-47019 LS#7 N. BEACH	UTILITY FUND	UTILITY OPERATIONS	$ 79.72

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
5991	MISSISSIPPI POWER continued...	2/13/2017	27821-47006 LS#16 EASTERBROOK	UTILITY FUND	UTILITY OPERATIONS	$ 112.03
5991		2/13/2017	33071-46008 LS#19 BOOKTER	UTILITY FUND	UTILITY OPERATIONS	$ 117.63
5991		2/13/2017	37841-48011 LS#8 DUNBAR	UTILITY FUND	UTILITY OPERATIONS	$ 380.72
5991		2/13/2017	38759-34010 LS#2 S. BEACH	UTILITY FUND	UTILITY OPERATIONS	$ 52.44
5991		2/13/2017	40851-49000 LS#39 ST. CHARLES	UTILITY FUND	UTILITY OPERATIONS	$ -
5991		2/13/2017	44301-47018 LS#10 DUNBAR	UTILITY FUND	UTILITY OPERATIONS	$ 670.21
5991		2/13/2017	46611-47006 LS#1 CENTRAL AVE	UTILITY FUND	UTILITY OPERATIONS	$ 139.23
5991		2/13/2017	49251-49000 LS#22 SPANISH	UTILITY FUND	UTILITY OPERATIONS	$ 65.80
5991		2/13/2017	50651-48017 LS#6 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 92.14
5991		2/13/2017	51091-48008 LS#9 FELICITY	UTILITY FUND	UTILITY OPERATIONS	$ 164.54
5991		2/13/2017	55281-48008 LS#32 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	$ 227.33
5991		2/13/2017	65581-49023 LS#36 ATHLETIC DR	UTILITY FUND	UTILITY OPERATIONS	$ 563.04
5991		2/13/2017	73381-48009 LS#3 S BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 86.71
5991		2/13/2017	78161-48014 LS#33 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	$ 169.28
5991		2/13/2017	85091-48018 LS#34 POGO RD.	UTILITY FUND	UTILITY OPERATIONS	$ 209.08
5991		2/13/2017	85721-48011 LS#35 N BEACH	UTILITY FUND	UTILITY OPERATIONS	$ 106.73
5991		2/13/2017	88911-49007 LS#15 MAIN ST.	UTILITY FUND	UTILITY OPERATIONS	$ 100.48
5991		2/13/2017	96461-47014 LS#11 RUELLA AVE	UTILITY FUND	UTILITY OPERATIONS	$ 552.93
					TOTAL:	$ 22,059.95
5996	NAPA AUTO PARTS	1/10/2017	WELDING LEAD (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 208.57
5970		2/13/2017	FUEL FILTER (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 10.43
5971		2/13/2017	DRIVEBELT PULLY (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 15.20
5968		2/13/2017	BRASS FITTING (1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 21.99
5967		2/13/2017	BATTERY CABLE TERMINAL (8)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 18.08
5966		2/13/2017	SERPENTINE BELT (1)	UTILITY FUND	UTILITY OPERATIONS	$ 36.75
5969		2/13/2017	COOLANT (2)	UTILITY FUND	UTILITY OPERATIONS	$ 19.98
5969		2/13/2017	SERPENTINE BELT 91)	UTILITY FUND	UTILITY OPERATIONS	$ 36.75
					TOTAL:	$ 367.75
5963	PITNEY BOWES GLOBAL FINANCIAL SERVICES	2/14/2017	FOLDING MACHINE LEASE	UTILITY FUND	ADMINISTRATION	$ 1,617.87
					TOTAL:	$ 1,617.87

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
5961	S&L OFFICE SUPPLIES, INC.	10/3/2016	EXPAND FOLDERS (1)	GENERAL FUND	CITY COUNCIL	$ 60.83
5961		10/3/2016	COPY PAPER (1)	GENERAL FUND	CITY COUNCIL	$ 65.29
5962		1/31/2017	BANKERS BOX (1)	GENERAL FUND	CITY COUNCIL	$ 69.79
5962		1/31/2017	BINDER CLIPS-SMALL (4)	GENERAL FUND	CITY COUNCIL	$ 1.40
5962		1/31/2017	BINDER CLIPS-MEDIUM 94)	GENERAL FUND	CITY COUNCIL	$ 2.76
5962		1/31/2017	HANGING FILE FOLDERS (1)	GENERAL FUND	CITY COUNCIL	$ 24.99
5954		2/15/2017	COLUMNAR BOOK_RECORD WARRANTS (1)	GENERAL FUND	JUDICIAL	$ 83.29
5953		2/15/2017	HP94 BLACK INK (2)	GENERAL FUND	ADMINISTRATION	$ 67.98
5954		2/15/2017	FINANCE TONER CARTRIDGE (1)	GENERAL FUND	ADMINISTRATION	$ 159.00
5954		2/15/2017	FILDER FOLDERS (2)	GENERAL FUND	ADMINISTRATION	$ 11.98
5964		2/16/2017	HP564 BLACK INK (1)	GENERAL FUND	ADMINISTRATION	$ 26.99
5964		2/16/2017	HP564 COLOR INK (1)	GENERAL FUND	ADMINISTRATION	$ 38.99
5960		2/15/2017	HP83A BLACK INK (3)	GENERAL FUND	FIRE	$ 179.97
5960		2/15/2017	COPY PAPER (30	GENERAL FUND	FIRE	$ 104.85
5987		2/14/2017	APPOINTMENT BOOK_OLD TOWN	GENERAL FUND	STREETS & PUBLIC WORKS	$ 17.49
					TOTAL:	$ 915.60
5989	SUN COAST CLAYS BUSINESS SUPPLY	2/22/2017	BATH TISSUE (1 CASE)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 27.98
5989		2/22/2017	HAND TOWELS (1 CASE)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 24.89
5989		2/22/2017	TRASH LINER (1 CASE)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 34.99
5989		2/22/2017	HAND SOAP (1 CASE)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 44.36
					TOTAL:	$ 132.22
5929	THE FIRST BANK	2/17/2017	P.D. DODGE CHARGERS	DEBT SERVICE FUND	DEBT SERVICE	$ 4,139.87
6109		2/21/2017	P.D. TOYOTA TUNDRA	DEBT SERVICE FUND	DEBT SERVICE	$ 794.44
					TOTAL:	$ 4,934.31
5998	WARING OIL	8/16/2016	TRANSMISSION FLUID	GENERAL FUND	STREETS & PUBLIC WORKS	$ 116.43
5986		2/7/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,741.76
5997		8/15/2016	VEHICLE MAINTENANCE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 855.52
5999		8/16/2016	DIESEL ENGINE SUPPLY	GENERAL FUND	STREETS & PUBLIC WORKS	$ 21.99
5994		7/3/2016	HARBOR DIESEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 6,458.88
					TOTAL:	$ 9,194.58

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
5934	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 105.00
5936	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 75.00
5944	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 15.00
5952	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 45.00
5945	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 15.00
5940	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 75.00
5951	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 15.00
5942	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 90.00
5943	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 150.00
5937	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 15.00
5941	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 15.00
5946	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 90.00
5931	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 60.00
5948	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 255.00
5949	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 75.00
5950	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 105.00
5939	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 15.00
5938	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 45.00
5932	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 16,202.53
5933	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 30.00
5935	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	$ 315.00
5947	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 60.00
5930	WISE CARTER CHILD & CARAWAY, P.A.	2/14/2017	PROFESSIONAL SERVICES	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 345.00
					TOTAL:	$ 18,212.53
		=========	== FUND TOTALS ==========	====		
		FUND 001	**GENERAL FUND**	**$ 56,529.35**		
		FUND 001	**STATE FIRE INSURANCE REBATE**	**$ 2,067.20**		
		FUND 200	**DEBT SERVICE FUND**	**$ 7,515.25**		
		FUND 400	**UTILITY FUND**	**$ 11,231.05**		
		FUND 450	**MUNICIPAL HARBOR FUND**	**$ 7,129.44**		
				$ 84,472.29		

	CITY OF BAY ST. LOUIS_COUNCIL DOCKET_03/08/2017_16-039					PAGE 1
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
6115	BETZ ROSETTI & ASSOCIATES INC.	2/24/2017	PROPERTY RENEWAL ITEM#1552	GENERAL FUND	ADMINISTRATION	$ 81,127.00
6115		2/24/2017	COMPANY FEE ITEM#15524	GENERAL FUND	ADMINISTRATION	$ 4,500.00
6115		2/24/2017	SURPLUS LINES TAX ITEM#155	GENERAL FUND	ADMINISTRATION	$ 3,425.08
6115		2/24/2017	STAMPING FEE ITEM#15526	GENERAL FUND	ADMINISTRATION	$ 214.07
6115		2/24/2017	WINDSTORM FEE ITEM#15527	GENERAL FUND	ADMINISTRATION	$ 2,568.81
					TOTAL:	$ 91,834.96
6111	CITY OF BAY SAINT LOUIS	2/28/2017	TRF GF TO DEBT SERVICE FUND	GENERAL FUND	ADMINISTRATION	$ 139,724.67
6114		2/28/2017	TRF GF TO ROAD&BRIDGE FUND	GENERAL FUND	ADMINISTRATION	$ 57,896.07
6112		3/2/2017	OLD TOWN RENTAL REVENUE	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 7,390.00
					TOTAL:	$ 205,010.74
6113	HC LIBRARY SYSTEM	2/28/2017	HC LIBRARY SYSTEM	GENERAL FUND	ADMINISTRATION	$ 127,037.36
					TOTAL:	$ 127,037.36
6110	SAINT STANISLAUS/BUTEX HOLDING CORPORATION	2/28/2017	SUB-LEASE COMMAGERE PARK	GENERAL FUND	ADMINISTRATION	$ 2.00
					TOTAL:	$ 2.00
6116	SHAKEISHA HAWKINS	1/12/2017	DEPOSIT REFUND (CANCELLATION)	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 100.00
					TOTAL:	$ 100.00
		=========	== FUND TOTALS ==========	====		
		FUND 001	**GENERAL FUND**	**$ 416,495.06**		
		FUND 650	**COMMUNITY HALL UNEARNED**	**$ 7,490.00**		
				$ 423,985.06		

Exhibit "3"
March 7, 2017

RECEIVED
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BY: LOW original
MTG 03-07-17

CITY OF BAY ST. LOUIS
STATE OF MISSISSIPPI

-DRAFT-

ORDINANCE NO. ~~611-03-2017~~

AN ORDINANCE TO PROTECT, PRESERVE AND PROMOTE THE HEALTH, SAFETY, WELFARE OF AND PEACE AND QUIET FOR THE CITIZENS OF THE CITY OF BAY SAINT LOUIS, MISSISSIPPI, THROUGH THE REDUCTION, CONTROL AND PREVENTION OF EXCESSIVE NOISE

WHEREAS, excessive noise and sound within the city limits of Bay Saint Louis is a detriment to the public health, safety, welfare and the quality of life of the citizens of Bay Saint Louis; and

WHEREAS, the citizens of Bay St. Louis have the right to an environment free from excessive noise and sound that may jeopardize their health, safety and welfare or degrade their quality of life; and

WHEREAS, it is therefore the policy of the City of Bay Saint Louis to prevent excessive noise and sound to preserve, protect and promote the health, safety and welfare and the quality of life of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF BAY SAINT LOUIS, that in the interest of protecting, preserving and promoting the health, safety and welfare of and peace and quiet for the citizens of Bay Saint Louis, the City of Bay Saint Louis hereby adopts the following ordinance.

Section I. Repeal. Sections 42-201 through 42-204 of the Bay St. Louis Code are hereby repealed in their entirety.

Section II. Definitions. For purposes of this Ordinance, the following words, terms, and phrases shall have the following meanings:

A. *"Construction"* means any site preparation, assembly, erection, substantial repairs, alterations, or similar action, for or on public or private property, rights-of-way, structures, utilities, or similar property.

B. *"Decibel"* means logarithmic (dimensionless) measure used in describing the amplitude of sound.

C. *"A-weighted sound level"* means the sound level in decibels, reported as measured by a sound level measuring instrument having an "A"-weighting network which discriminates against the lower frequencies according to a relationship approximating the auditory sensitivity of the human ear. The level so read is designated dB(A).

D. *"Emergency"* means any occurrence or set of circumstances involving actual or eminent physical trauma or property damage which demands immediate action.

E. *"Emergency vehicle"* means authorized publicly or privately owned ambulances, or motor vehicles belonging to a fire or police department, or to any federal, state, county, or municipal agency provided said vehicles are in use as emergency vehicles by one authorized to use said vehicles for that purpose.

F. *"Emergency work"* means the use of any machinery, equipment, vehicle,

Exhibit "F"
March 7, 2017

manpower, or other activity to protect, maintain, provide, or restore safe conditions in the community or for the citizenry, or work by private or public utilities when restoring utility service.

G. *"Hospital"* means a place devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment and care of individuals suffering from physical or mental infirmity, illness, disease, injury or deformity, whether or not any such place be organized or operated for profit and whether any such place be publicly or privately owned. Without limitation, "hospital" does not include convalescent or boarding homes, homes for the aged or other like establishments where room and board only are provided, nor does it include offices or clinics where patients are not regularly kept as bed patients or where out-patient care is primarily only provided.

H. *"Motor vehicle "*means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, buses, street cars, trucks, truck-trailers, semi-trailers, campers, go-carts, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

I. *"Motorboat"* means any vessel which operates on water and which is propelled by a motor, including, but not limited to, boats, barges, amphibious craft, water skis, towing devices, jet skis, bumper boats, and hover craft, but not including racing boats

J. *"Motorcycle "*means an unenclosed motored-vehicle having a saddle for the use of the operator and two (2) or more wheels in contact with the ground, including, but not limited to, motor scooters and mini-bikes.

K. *"Noise"* means any sound which annoys or disturbs or which causes or tends to cause adverse psychological or physiological effects on humans.

L. *"Nursing home"* has the same definition and meaning as defined in Miss. Code Ann. 73-17-5(6) (1972), as amended.

M. *"Person"* means any individual, firm, association, partnership, corporation, joint venture, or any entity, public or private in nature.

N. *"Plainly audible"* means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is music amplified by sound equipment, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

O. *"Powered Model Vehicle"* means a self-propelled airborne, waterborne or land borne plane, vessel, or vehicle, which is not designed to carry persons, including, but not limited to, any model airplane, boat, car or rocket.

P. *"Property boundary* or *property line"* means an imaginary line at the ground surface and its vertical extension which separates the real property owned or inhabited by one person from that owned or inhabited by another person, but not including intrabuilding real property divisions.

Q. *"Public right-of-way"* means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a governmental entity.

R. *Racing boats"* means any power boat, or any aquaplane or similar power-driven water craft designed for racing; or any other power boat or water craft designed for high speeds that is not effectively muffled to prevent exhaust noise, or that uses cut-outs.

S. *"Residence* or *residential area"* means a single-family, duplex, or multifamily dwelling or an area having such dwellings.

T. *"Short Duration" – defined as four (4) hours or less.*

U. *"Sound"* shall mean any of the following: (i) the particular auditory effect produced by a given cause; (ii) any auditory effect; (iii) any vibrational disturbance; or (iv) a noise, vocal utterance, musical tone or the like. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

V. *"Sound equipment"* means any equipment, machine, or device used for the production, reproduction or amplification of the human voice, music, or any other sound, including, but not limited to, radios, television sets, phonographs, drums, boom boxes, compact disc (or CD) players, musical instruments, cassette tape players or similar devices.

W. *"Sound Level Meter"* An instrument used for acoustic measurement which is sensitive to minute pressure fluctuation.

Section III. Noises interfering with enjoyment of property or public peace and comfort prohibited. No person shall make or cause to be made in the City any loud and raucous noise, which: (A) offends the ordinary sensibilities of the inhabitants of the City; (B) renders the enjoyment of life or property uncomfortable; or (C) interferes with public peace and comfort. No person shall make or cause to be made any noise which contains vulgar, lewd, or offensive language.

Section IV. Specific noises interfering with enjoyment of property or public peace and comfort enumerated.

A. A sound from any source not exempted or otherwise regulated by this Chapter and which, is loud and raucous noise in violation of this Ordinance when it is registered on a decibel meter at the complainant's property line and exceeds the dB(A) established for the time period and zones listed below:

TABLE 1
dB(A) Sound Level Limit

Residential Zone

Times	Levels
7:01 a.m. – 10:00 p.m.	60dB(A)
10:01 p.m. – 7:00 a.m.	50dB(A)

Commercial Zone*

Times	Levels
7:01 a.m. – 10:00 p.m.	80dB(A)
10:01 p.m. – 7:00 a.m.	70dB(A)

increase all by 5.

*Any Commercial Property within 20 feet of a residential property or area will be required to adhere to the Residential requirements after 10:00 p.m.

B. Any of the following acts, among others, are declared to create loud and raucous noises if they offend the ordinary sensibilities of the inhabitants of the City, render the enjoyment of life or property uncomfortable, or interfere with public peace and comfort as outlined in Section III, supra. The following enumeration shall not be deemed to be exclusive.

1. The "repeated" or "sustained" sounding of any horn or signal device on any motor vehicle, motorcycle, or motor boat, except as a danger signal, as required by state law.

2. The playing or operation of any sound equipment in such a manner, or with such volume as to disturb the peace, quiet, comfort, or repose of persons in any dwelling, apartment, hotel, or other type of residence.

3. The keeping of any fowl or animal which emits or makes a long-continued, loud and raucous noise.

4. The use of any motor vehicle, motorcycle, or motorboat so out of repair or malfunction that it emits or creates loud, raucous, or rattling noises.

5. The repeated or sustained blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger.

6. The discharge into the open air of the exhaust of any stationary steam engine, stationary internal combustion engine, or motor boat engine, except through a muffler, or other device which will effectively and efficiently prevent loud and raucous noises.

7. The discharge into the open air of the exhaust from any motor vehicle, motorcycle, or motorboat, except through a muffler, or other device, which will effectively and efficiently prevent loud and raucous noises.

8. The construction, including excavation, demolition, alteration, or repair of any structure or building in or adjacent to a residential area other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety, for which a permit must be

obtained from the City.

9. The creation of loud and raucous noise on any street or property adjacent to any hospital, or adjacent to any school, church, public library, or court which is in session; provided, that a conspicuous sign is located in or near such street or property indicating or designating that whatever the establishment or building at issue, be it a hospital, school, church, public library, or court, is adjacent thereto.

10. The use of any drum or other musical instrument or sound including Disk Jockeys and Live Bands with 1 or more members for outdoor entertainment for the purpose of attracting attention by the creation of noise, to any performance, show, sale, or display of merchandise as to attract customers to any place of business as allowed per Table 1.

11. The use of mechanical loudspeakers or sound equipment on or in motor vehicles or motorcycles for the purpose of advertising any show, sale, or display of merchandise.

12. The use upon a motor vehicle, motorcycle, or motorboat any bell, siren, compression, or exhaust whistle, except that motor vehicles, motorcycles, and motorboats operated in the performance of any emergency work or in the performance of any duty by law enforcement officers, fire department, and ambulances may attach and use a bell, siren, compression or exhaust whistle.

13. The use of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device used outdoors in residential areas or areas immediately adjacent thereto between 9:00 p.m. and 7:00 a.m.

14. The operation of a powered model vehicle or vehicle so as to create a noise disturbance across a residential real property boundary in any residential area at any time, or in a public space between the hours of 9:00 p.m. and 7:00 a.m.

C. Whenever a violation of Subsection B. xii. of this Section occurs, in addition to the operator of the motor vehicle or motorcycle at the time of the violation, the registered owner of the motor vehicle or motorcycle may also be considered to be in violation of the ordinance, either personally or through an agent or employee. Proof of ownership may be made by a computer-generated record of the registration of the vehicle with the Mississippi Department of Motor Vehicles showing the name of the person to whom the state license plates were issued. This proof is prima facie evidence of the ownership of the motor vehicle or motorcycle by the person to whom the certificate of registration was issued.

Section V. Sound Equipment operated in public places. A person commits an offense of this Ordinance if he or she operates or causes to be operated any sound equipment in a public place upon any public place, park, or playground or upon any public right-of-way, sidewalk, street, alley, or highway of the City in violation of any of the following limitations and requirements:

A. Sound equipment may not emit loud and raucous noises to interfere with the enjoyment of life or property or to interfere with public peace and comfort.

B. Sound equipment must be operated so as not to cause traffic congestion or the congregating of crowds that obstruct any public sidewalk, street, alley, or highway.

C. If conduct that would otherwise violate this Ordinance consists of speech or other communication, or gathering with others to hear or observe such speech or communication, or gathering with others to picket or otherwise express in nonviolent manner a position on social, economic, political, or religious questions, the person must be ordered and provided an opportunity to move, disperse, or otherwise remedy the violation prior to an arrest or citation.

D. The order required by Subsection C of this Section may be given by a peace or police officer, a firefighter, a person with authority to control the use of the premises.

E. It is a defense to prosecution under this Section that:

1. In circumstances in which this section requires an order, no order was given;

2. An order, if given, was manifestly unreasonable in scope; An order, if given, was promptly obeyed;

3. The sound equipment was operated in a public place, within an enclosed structure, and was not audible beyond the property line of the premises on which it was located;

4. The person operating the sound equipment was a law enforcement officer or member of the fire department in the performance and scope of official duties;

5. The sound equipment was operated for the purpose of alerting persons to the existence of an emergency or danger; or

6. The sound equipment was operated in the performance of emergency work necessary to restore public utilities, to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident, or natural disaster.

Section VI. Exemptions. The following are exempt from the provisions of this Ordinance:

A. The operation of domestic power tools, lawn mowers, and agricultural equipment between the hours of 7:00 a.m. and 9:00 p.m.

B. Noises or sounds resulting from any authorized emergency vehicles when responding to an emergency;

C. Safety signals and alarm devices, storm warning sirens or horns, and the authorized testing of such equipment;

D. Noises or sounds made during a parade or concert sponsored by the City, or for which the City has granted a permit;

E. Noises or sounds resulting from activities of a temporary duration, for which the City has granted a special permit or variance pursuant to its Ordinance, and which conforms to the conditions and limits stated thereon;

F. Noises or sounds from church bells and chimes;

G. Noises from construction and demolition activities for which the City has issued a building permit are exempt from this section between the hours of 7:00 a.m. and 9:00 p.m., provided that mufflers on construction equipment shall be maintained;

H. Interstate railway locomotives and motor vehicles, aircraft, trucks, or other motor vehicles in interstate commerce, or those which are in all respects operated in accordance with or pursuant to applicable federal laws or regulations;

I. Installation and maintenance of public and private utilities;

J. Mosquito control operations;

K. Public or private school functions which occur on the property of the school;

L. Federal, state, or local governmental event, festival, fun run, race, fiesta, or concert sponsored, co-sponsored, or permitted by a governmental agency or any agent of the same in the fulfillment of any official duty or activity sanctioned by or on behalf of the governmental agency or entity;

M. Any residential or vehicular burglar alarm or security device, provided, however, no such alarm or device shall sound on a frequent and long-continued basis;

N. The emission of any sound which was created or produced for alerting a person to the existence of an emergency, or danger, which sound is produced by an authorized emergency vehicle or by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect person or property from imminent danger following a fire, accident, or natural disaster;

O. Any aircraft operated in conformity with, or pursuant to, a federal law, federal air regulations, and air traffic control instructions and pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and after the declaration of any emergency under federal air regulations is also exempt;

P. Noises or sounds resulting from public fireworks displays approved by the City of

Bay Saint Louis pursuant to City Ordinance in celebration of an official holiday;

Q. Noises or sounds resulting from the lawful operation of racing boats in a race officially sanctioned by the United States Coast Guard and the Bureau of Marine Resources (BMR) of the State of Mississippi (or other commission or agency of the state in lieu of BMR properly empowered to authorize and regulate the event).

Section VII. Variances and Permits

A. Any person desiring relief from any provision of this Ordinance shall file an application for a special variance or permit with the City of Bay St. Louis through the office of the Mayor. Payment of a fee of fifty dollars ($50.00) shall accompany the application. The said Mayor shall have the authority, consistent with this subsection, to grant special variances and permits upon written application only upon a good and sufficient showing that:

1. The activity, operation, noise source, or offending noise will be of short duration and cannot be done in a manner that would comply with this Ordinance; or

2. The applicant needs additional time up to a maximum of 60 days to modify equipment or take other action to comply with the provisions of this section.

3. No other special event or permit has been granted within the last 90 days to any applicant, business, or organization being held at the same event venue location, address or parcel.

B. An application for a variance or permit shall be approved or denied. If approved, the variance or permit shall contain a specific time limit on the permitted activity or noise and said variance or permit shall immediately terminate at the expiration of that time limit. If an application is denied, the City must state with specificity the reasons why the proposed variance or permit does not meet the criteria outlined in this section.

C. The following factors shall be considered, in the initial investigation, in order to determine whether granting the variance or permit will result in a condition injurious to health or safety of the general public of the City of Bay Saint Louis:

1. Distance of proposed activities from a residential area or zone;

2. Number of sound amplification equipment or devices;

3. Anticipated direction of sound amplification equipment or devices;

4. Anticipated duration of proposed activities;

5. Whether the activity will be held within or outside of a structure;

6. The time of day or night the noise or sound will occur; and

7. Any other consideration deemed necessary by the Chief of Police or Shift Supervisor.

D. Any permit or variance granted pursuant to this section shall contain thereon, in addition to any other requirements set out herein, all conditions upon which such permit or variance has been granted, including, but not limited to, the effective date, time of day, location, including, but not limited to, the proximity of the activity or noise to residential areas, schools, churches, hospitals, nursing homes, or public libraries, sound level limit, if any, or equipment limitation.

E. Variances and permits that are granted by the City of Bay St Louis under this subsection must be displayed by the applicant during the event and available for review by police officers or other designated governmental officials upon request.

F. Issued variances and permits will be surrendered to any city police officer or other designated official upon request when the variance/permit has expired or the restrictions thereon have been violated.

G. The chief of police or police shift supervisor shall have the authority to revoke any permit or variance issued on the finding of any of the following:

1. That the activity is being conducted in a manner inconsistent with the variance or permit, including the description of the activity as set out in the application.

2. That there is any misrepresentation of the activity on the application for the variance or permit.

3. That the activity is causing an unreasonable disturbance of the peace of families or persons within the area into which the noise or sound carries.

Section VIII. Orders, Violations, Penalties and Remedies.

A. If the person responsible for an activity on private property, which violates this Ordinance cannot be determined, the owner, lessee or occupant of the property on

which the activity is located shall be deemed responsible for the violation.

B. Any person found guilty of violating the provisions of this Ordinance shall be guilty of a misdemeanor and shall be punished by a fine not to exceed one thousand dollars ($1,000.00), or by imprisonment not to exceed ninety (90) days, or both such fine and imprisonment.

C. Each violation of this Ordinance shall constitute a separate offense regardless of the time frame in which such violation occurs, provided, however, that no two citations shall be issued within fifteen (15) minutes.

D. As an additional remedy, violations of this Ordinance are deemed and declared to be a nuisance, and the operation or maintenance of any business, device, instrument, vehicle, or machinery in violation of any provision of this Ordinance, or which operation or maintenance exceeds the limitations of this Ordinance, may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

Section IX. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section X. Conflict Provision. Any and all other ordinances or parts thereof in conflict herewith are hereby repealed.

Section XI. Effective Dated. This Ordinance shall become effective thirty-(30) days after its passage.

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

Councilman Mike Favre	YEA	/	NAY
Councilman Doug Seal	YEA	/	NAY
Councilman Wendy McDonald	YEA	/	NAY
Councilman Jeffrey Reed	YEA	/	NAY
Councilman Bobby Compretta	YEA	/	NAY
Councilman Joey Boudin	YEA	/	NAY
Councilman Lonnie Falgout	YEA	/	NAY

Passed by the City Council of the City of Bay St. Louis on the ____ day of _____, 2017.

CERTIFICATION

I, Lisa Tilley, Clerk of Council for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Ordinance Number **611-03-2017** was approved and adopted in the public meeting of the City Council held on _____, 2017, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

Presented by me to the Mayor on this, the _____ day of _____, 2017.

_____
Lisa Tilley, Clerk of Council

Approved and signed by me on this, the _____ day of _____, 2017.

_____
Les Fillingame, Mayor

Exhibit "G" of the March 7, 2017 City Council Meeting, Ordinance Number 611-03-2017, An Ordinance of the City of Bay Saint Louis, Mississippi Providing that the Code of Ordinance of the City of Bay Saint Louis, Mississippi, be amended by updating Section 94-46 "Payments and Delinquencies" was not signed by the Mayor and was moved to the Bay Saint Louis City Council Meeting of May 23, 2017 and was approved.

City of Bay Saint Louis

Clerk of Council

Lisa Tilley

RECEIVED
MAR 0 6 2017
BY: Det email to TF
Atty 3-7-17

RESOLUTION AUTHORZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH BANK FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and City Council, the Governing Body (the "Governing Body") of City of Bay St. Louis, MS (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into and ratify an Equipment Lease-Purchase Agreement, dated April 21, 2011, with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement"), with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed the useful life of the equipment;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement;

4. It is necessary for the Lessee to approve and authorize the Agreement: and

5. The Lessee desires to designate the obligation set forth in Lease Schedule Number 004 to the Agreement (the "Obligation") as a qualified tax-exempt obligation of Lessee for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee are hereby approved and Les Fillingame, Mayor (the "Authorized Officer") is hereby authorized and directed to execute said Agreement and Exhibits on behalf of the Lessee.

Section 2. The Obligation is being issued in calendar year 2017.

Section 3. Neither any portion of the gross proceeds of the Obligation nor the Equipment identified in Lease Schedule Number 004 to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Exhibit "H"
March 7, 2017

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect to such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Obligation is used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Obligation set forth in Lease Schedule Number 004 to Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2017, Lessee has designated $75,897.92 of tax-exempt obligations (including the Obligation) as qualified tax-exempt obligations. Including the Obligation herein so designated, Lessee will not designate more than $10,000,000 of obligations issued during calendar year 2017 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2017 will not exceed $10,000,000.

Section 9. For purposes of this resolution, the tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

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

Councilman Mike Favre	YEA	/	NAY
Councilman Doug Seal	YEA	/	NAY
Councilman Wendy McDonald	YEA	/	NAY
Councilman Jeffrey Reed	YEA	/	NAY
Councilman Bobby Compretta	YEA	/	NAY
Councilman Joey Boudin	YEA	/	NAY

Councilman Lonnie Falgout YEA / NAY

Passed by the City Council of the City of Bay St. Louis on the _____ day of _____, 2017.

CERTIFICATION

I, Lisa Tilley, Clerk of Council for the City of Bay St. Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on _____, 2017 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books of said Council, said Council being the duly elected, qualified, and acting governing body of Bay St. Louis.

Presented by me to the Mayor on this, the _____ day of _____, 2017.

_____

Lisa Tilley, Clerk of Council

Approved/Disapproved, and signed by me on this, the _____ day of _____, 2017.

_____

Les Fillingame, Mayor

70703-001

EQUIPMENT LEASE-PURCHASE AGREEMENT

This Equipment Lease-Purchase Agreement (the "Agreement") dated as of 4/21/11 is entered into between BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor"), whose Principal Office (herein so called) is located at Hattiesburg, Mississippi and City of Bay St. Louis, MS , (the "Lessee"), acting by and through Honorable Mayor and Councilmen, the Governing Body of the Lessee.

1. Agreement to Lease. In consideration of the rental provided herein, and the other covenants contained herein, Lessor hereby agrees to lease and rent to Lessee, and Lessee hereby agrees to lease and rent from Lessor, all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) ("Equipment Schedules") now or hereafter executed by Lessor and Lessee and attached hereto and incorporated herein by reference as Exhibit B upon the terms and conditions set forth in this Agreement, as supplemented by the terms and conditions set forth in the appropriate Equipment Schedule identifying such item of Equipment and such other Equipment Schedules as may be executed by Lessor and Lessee and attached hereto and incorporated herein by reference.

2. Lease Term. The obligations of Lessor and Lessee under this Agreement will commence upon the execution hereof by Lessor and Lessee and will end upon the full performance and observance of each and every term, condition, and covenant contained herein, each Schedule hereto and any extensions thereof. The rental term of the Equipment listed in each Equipment Schedule shall commence on the date that the rental payment is due as provided in the Equipment Schedule and shall terminate on the last day of the term stated in such Equipment Schedule. This Agreement shall be automatically renewed on a year-to-year basis except as provided for in Paragraph 4.

3. Rental Payments. The rent for the Equipment described in each Equipment Schedule shall be the total sum stated on such Equipment Schedule, in installments, and shall be due and payable on the dates set forth therein. A portion of each such rental payment is paid as, and represents a payment of interest and each Equipment Schedule sets forth the applicable interest rate and interest component of each rental payment; /provided however such interest component is subject to change as provided in Paragraph 12 hereof. Such rent shall be payable from legally available funds of the Lessee in lawful money of the United States, without notice or demand, at the Principal Office of the Lessor or its assigns (or at such other place as Lessor may from time to time designate in writing). The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. All rental payments shall be made by the Lessee without abatement, setoff, or deduction of any amounts whatsoever. The obligations of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of an indebtedness by Lessee.

4. Continuation of Lease by Lessee. (a) Lessee intends to comply with each term, condition and covenant of this Agreement during the term hereof and to pay the rent due hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all rent payments due hereunder shall be obtained. Lessee agrees to include in its budget

EXHIBIT A

for each fiscal year during the term of this Agreement all rent payments due hereunder and to do all other things necessary and lawfully within its power to have such portion of the budget approved to obtain and provide for funds to pay its obligations due hereunder. In the event that such portion of the budget that provides for rent payments due under this Agreement is not approved, the Lessee agrees, at its expense, to exhaust all available reviews and appeals to have the rent payments reinstated and approved in the budget. It is Lessee's intent to make rental payments for the full term of this Agreement if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation.

(b) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for rental payments due under this Agreement, then the Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to the portions of rental payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make rental payments under this Agreement. No right of action or damages shall accrue to the benefit of Lessor, or its assignee, as to that portion of this Agreement which may so terminate except as specifically provided in the last paragraph of this Paragraph. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment, and

(c) Notwithstanding the foregoing, Lessee agrees

(i) that it will not cancel this Agreement under the provisions of subparagraph (b) above if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

(ii) that it will not during the term of this Agreement give priority in the application of funds to any other functionally similar equipment or services.

5. Purchase and Installation. Lessee will select the type, quantity and supplier of each item of Equipment and in reliance thereon Lessor will either order such Equipment from such supplier or accept an assignment of any existing purchase order (the "Purchase Order") therefor. The Equipment so ordered shall be delivered to Lessee by the supplier thereof. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have 30 days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit C. Notice of any defects must be given to Lessor within 30 days of delivery. In the event the Equipment is not accepted by the Lessee within 30 days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

Subject to the conditions set forth in this paragraph, upon delivery of the Equipment to Lessee, payment will be made by Lessor for the balance due and owing for the Equipment, and, notwithstanding any defect in or failure of the Equipment, Lessee will, upon payment of any amount by Lessor at the request of Lessee (whether down payment, deposit, or full purchase price), become fully and completely liable under this Agreement with respect to the Equipment until such time as this Agreement expires by its terms. Lessor shall have no liability for any delay in delivery or failure by the supplier to fill the Purchase Order or meet the conditions thereof. Lessee, at its expense, will pay all taxes, duties and expenses of packing, transportation, installation, testing and other charges in connection with the delivery, installation, and use of the Equipment.

Lessor's obligation to purchase and lease-purchase Equipment under this Agreement is subject to the fulfillment, to Lessor's reasonable satisfaction, of the following conditions precedent:

(a) Lessor shall have received a full warranty bill of sale satisfactory to Lessor, executed by the supplier in favor of Lessor, covering such item of Equipment.

(b) Lessor shall have received an invoice describing such item of Equipment, all material components thereof and the purchase price payable to supplier in respect thereof.

(c) Lessor shall have received an opinion of counsel to Lessee in form and substance satisfactory to Lessor, to the effect that such counsel has examined this Agreement and such other documents and matters as he deemed necessary to reach the conclusions stated in such opinion, which conclusions shall include the following:

(i) the representations and warranties of Lessee contained in this Agreement are true and correct on the date thereof;

(ii) this Agreement has been duly authorized, executed and delivered by Lessee, and constitutes a valid and binding obligation of Lessee enforceable in accordance with its terms;

(iii) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance, or enforceability of this Agreement;

(iv) the interest portion of the rental payments due hereunder is exempt from federal income taxation pursuant to Paragraph 103(a) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations and rulings thereunder (the "Code");

(v) The Lessee is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth herein and is authorized by the Constitution and laws of the State of Mississippi (the "State") and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder; and

(vi) such other matters as Lessor may reasonably request.

(d) On the date thereof, no default (as defined in Paragraph 23 hereof), and no event which with notice or lapse of time, or both, would become a default, shall have occurred and be continuing hereunder.

(e) All representations and warranties of Lessee made herein shall be true and correct in all material respects on the date thereof.

(f) A financing statement, in form and substance satisfactory to Lessor, in respect of such Equipment shall have been executed and filed in the appropriate offices.

(g) Lessor shall have received from Lessee written notice of acceptance of the Equipment.

(h) Lessor shall have received all other documents, instruments, certificates, opinions, and evidences as Lessor may reasonably request.

6. Representations and Warranties of Lessee. Lessee represents, warrants and covenants to Lessor that:

(a) Lessee has been duly authorized by all necessary action on the part of the Lessee, its governing body or other appropriate governing bodies and officials to execute, deliver, and perform the terms of this Agreement and further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this Agreement, including Lessee's compliance with any applicable public bidding requirements.

(b) This Agreement constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound.

(c) There are no pending or threatened actions or proceedings before any court, administrative agency or other body which may materially affect Lessee's financial condition or operations or which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(d) No consent, approval, or authorization of, registration with, or declaration to any agency or authority is required in connection with the execution and delivery of this Agreement.

(e) Lessee is not in default (nor has any event occurred which, with notice or lapse of time, or both, would constitute a default) under any agreement or instrument to which Lessee is a party or under which Lessee or any of its assets is bound which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement.

(f) There are no outstanding or unpaid judgments against Lessee.

(g) Lessee has furnished to Lessor a copy of current financial statements and except for transactions directly related to, or specifically contemplated by, this Agreement and transactions heretofore disclosed in writing to Lessor, since the dates of such financial statements, there have been no changes in the financial condition and operations of Lessee from that shown in such financial statements through the date hereof which would have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement and there is no significant material fact or condition relating to the financial condition or business operations of Lessee which has not been related, in writing, to Lessor. Lessee shall furnish to Lessor within 90 days of the close of its fiscal year during the term of this Agreement audited financial statements and such other financial statements as the Lessor may request from time to time during the terms of this Agreement. Any financial statements furnished or to be furnished to Lessor by Lessee (whether audited or unaudited) shall be prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Lessee at the dates and for the periods indicated therein.

(h) Lessee is not leasing the Equipment for the purpose of putting, and does not intend to put, the Equipment to any consumer use within the meaning of any applicable truth-in-lending or similar laws.

(i) Lessee acknowledges and agrees that the rental payments have been calculated by Lessor assuming that the interest portion of each rental payment is exempt from federal income taxation. Lessee will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the rental payment is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Paragraph 149(e) of the Code and timely paying, to the extent of available funds, amounts, if any, required to be rebated to the United States pursuant to Paragraph 148(f) of the Code.

Lessee acknowledges that the representations, covenants and warranties set forth in Paragraph 6(i) and 7 shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

7. Tax Exemption. Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that a certain exemption from non-deductibility of interest expense under Section 265(b) of the Code is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(a) The Equipment will not be used, directly or indirectly in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(b) No portion of the rental payments payable hereunder: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(c) No portion of the gross proceeds of the Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(d) The Agreement is hereby designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code.

(e) Lessee reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Lessee (together with qualified tax-exempt obligations issued by any entity from which Lessee derives its issuing authority or any entity which has substantial control over Lessee or any subordinate entity deriving its issuing authority from Lessee or any subordinate entity subject to substantial control by Lessee) during the current calendar year shall not exceed $30,000,000.

8. Title; Personal Property; Encumbrances. Upon acceptance of the Equipment covered by an Equipment Schedule hereto by Lessee hereunder and satisfaction of all conditions precedent for purchase and lease-purchase of such Equipment by Lessor as provided in Paragraph 5 hereof, title to such Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee and for purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be in Lessee; provided, however, that (i) in the event of termination of this Agreement or of an Equipment Schedule which covers such Equipment in accordance with Paragraph 4 hereof, or (ii) upon the occurrence of an Event of Default hereunder, and as long as such event of Default is continuing, title will, upon written notice from Lessor to Lessee, immediately vest in Lessor or its assignee.

Each item of the Equipment subject to this Agreement is and shall remain personal property and shall not be deemed to be affixed to or a part of the real estate on which it is situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real property or any building thereon. Lessor may at any time and from time to time require Lessee to obtain, and Lessee shall obtain and deliver to Lessor, a waiver of any interest in the Equipment by any present or future landlord, owner, or mortgagee of such real estate.

Lessee agrees to keep each item of Equipment at all times free and clear from all claims, levies, liens, and process other than those in favor of Lessor pursuant to this Agreement. Lessee will not attempt to sell, assign, transfer, sublease, loan, part with possession of, conceal, mortgage, encumber, or otherwise dispose of any of the Equipment or the interest therein, or permit any lien, attachment, levy or execution of any of its creditors to become effective thereon (if any such lien, charge, claim or encumbrance should arise at any time, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge same) ; provided, however, Lessee may deliver possession of any item of Equipment to the manufacturer or supplier thereof for testing or other similar purposes or to any person or company for service, repair, maintenance, or overhaul work on such item of Equipment or for alterations or modifications or additions to such item of Equipment to the extent required or permitted by any provision of this Agreement. Lessee, at its expense, will protect and defend title to the Equipment.

9. Location. The Equipment shall be delivered to the location specified in the applicable Equipment Schedule and shall not be removed from such location without the prior

written consent of Lessor.

10. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

11. Taxes. Lessee agrees to pay, promptly when due, all assessments, license and registration fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Equipment, or the purchase, ownership, possession, leasing, operation, use or disposition thereof, and on or relating to this Agreement for the rent or other payments hereunder (excluding taxes on or measured by the net income of Lessor and excluding any sales or use tax payable to the supplier or manufacturer or the State of Mississippi by the Lessor on the acquisition of the Equipment and for which a credit is allowable under Section 27-65-23 of the Mississippi Code of 1972, as amended, against sales taxes collected by the Lessor from the Lessee on the periodic rental payments) and to prepare and file promptly with the appropriate office any and all returns required to be filed with respect thereto (sending copies thereof to Lessor) or, if requested by Lessor, to notify Lessor of such requirement and furnish Lessor with all information required by Lessor so that it may effect such filing. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any taxes, assessments, fees, or other governmental charges for which Lessee is responsible or liable pursuant to the foregoing, Lessee shall reimburse Lessor therefor within 5 days after demand by Lessor. All amounts under this paragraph (other than interest) payable to Lessor shall be computed on an "after tax" basis so that such payments shall be in an amount which, when reduced by the increase in the income tax liability or liabilities of Lessor, if any, as a result of such payment by Lessee, shall equal the after-tax cost of the tax, assessment, fee or other governmental charge paid by the Lessor.

12. Exemption from Federal Taxation. The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, (including, but not limited to, the taxability of the interest portion of the rental payments caused by the non-applicability of Code Section 103(a) or the denial under Code Section 265(b), of a deduction for a portion of interest expense of Lessor, the affiliated group (as defined in Code Section 1504(a) of which Lessor is a member, or any separate member of the affiliated group of which Lessor is a member) then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the effective date of imposition of the change of tax treatment through the term of this Agreement during which the change of tax treatment is imposed, with credit being given for rental payments having already been made by Lessee during the period for which the change is imposed, and subsequently thereto, as rental payments would otherwise become due,

until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of the Equipment bears to the total original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals as specified in the Equipment Schedules.

13. Use of Equipment; Inspections. Lessee may possess and use the Equipment in accordance with this Agreement, provided that any such use is in conformity with all applicable laws, regulations, ordinances, any insurance policies and any warranties of the manufacturer or supplier with respect to the Equipment. Lessee will not use or operate any item of Equipment other than in a manner and for the use contemplated by the manufacturer or supplier thereof, or permit any person other than the Lessee's authorized agents or employees to operate the Equipment.

Lessor or Lessor's agent shall have the right upon reasonable prior notice to the Lessee and during the Lessee's regular business hours to inspect the Equipment at the premises of the Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon, any accident allegedly resulting from the use or operation thereof, or any materially defective, improper or malfunctioning item of Equipment and any claim or demand involving or relating thereto.

14. Acceptance. Lessee acknowledges and agrees that:

(a) each item of the Equipment is of a size, design, capacity and manufacture selected by Lessee;

(b) Lessee is satisfied that the Equipment, and each component thereof, is suitable for its purpose;

(c) Lessor is not the manufacturer of the Equipment nor a dealer in property of such kind;

(d) Lessor shall have no obligation to accept any item of the Equipment from any seller thereof until that item of Equipment is accepted by Lessee; and

(e) the foregoing notwithstanding, Lessee shall indemnify Lessor and hold Lessor

harmless from and against any and all losses and liabilities which may arise from Lessee's failure for any reason to accept any item of the Equipment.

15. Maintenance. Lessee will pay for and provide all utilities consumed by or required for the Equipment or use thereof, including, but not limited to, water, gas, electrical power, oil, gasoline, and lubricants. Lessee, at its sole expense, at all times during the term of this Agreement, shall maintain the Equipment and all additions, attachments and accessions thereto in good operating order, repair, condition, and appearance, and keep the same protected from the elements, ordinary wear and tear resulting from authorized use thereof alone excepted and shall make all necessary repairs and replacements to the Equipment. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee upon request, will furnish Lessor with satisfactory evidence of such compliance. In furtherance of the maintenance of the Equipment, Lessee agrees, if requested by Lessor, to enter into and maintain in force a Maintenance Agreement with the manufacturer or a person (who may be a supplier) approved by the manufacturer providing for the maintenance of the Equipment (or specified items of Equipment). In the event Lessee is requested to enter into such a Maintenance Agreement, Lessee agrees to do all things within its power to cause such Maintenance Agreement to be complied with in all respects by Lessee, and the other party thereto; and Lessor hereby authorizes such other party thereto to accept the direction of Lessee in respect to such Maintenance Agreement. All maintenance and service charges, whether pursuant to such Maintenance Agreement or otherwise, shall be borne by Lessee.

16. Alterations and Repairs. Lessee shall not, without the prior written consent of Lessor (which may be withheld with or without cause), make any repair or alteration to or install any accessory, equipment, or device on the Equipment or any component thereof which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of mechanic's or materialman's lien with respect thereto. All parts and attachments (whether new or replaced) at any time installed in or affixed to the Equipment shall constitute accessions thereto and shall be the property of Lessor (except items which are furnished or affixed by Lessee and may be removed without in any way affecting or impairing the original intended function or use of the Equipment or any component thereof and are readily removable by Lessee without causing material damage to the Equipment).

17. Disclaimer of Warranties; Exclusion of Liability. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO; THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE PERFORMANCE OF THE EQUIPMENT; THE WORKMANSHIP OR MATERIAL IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. AS TO LESSEE, LESSOR LEASES THE EQUIPMENT "AS IS." Lessor shall have no obligation to accept any item of Equipment from any supplier thereof until that item of Equipment is accepted by Lessee. Lessor hereby assigns to Lessee, for and during the term of this Lease, applicable factory warranties, if any, express or implied, issued with respect to the

Equipment and each component thereof, and Lessee will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Equipment for breach of any warranty or representation with respect thereto. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its Purchase Order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the rental payments shall not be abated, impaired or reduced by reason of any claims of the Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall be first used to repair the affected Equipment. In no event shall Lessor be liable to Lessee for loss of anticipatory profits or any other direct, indirect, special or consequential damages.

18. Risk of Loss. All risk of loss, theft, damage or destruction to each item of Equipment shall be borne by Lessee. No such loss, theft, damage or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Agreement, all of which shall continue in full force and effect, and Lessee, at Lessor's option, shall either:

(a) place the affected Equipment in good repair, condition and working order;

(b) replace the same with like Equipment in good repair, condition and working order (with documentation establishing clear title therein in Lessor); or

(c) pay to Lessor an amount equal to the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, theft, damage or destruction.

19. Insurance. Lessee shall keep the Equipment insured against loss, theft, damage or destruction from every cause whatsoever for not less then full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use with companies approved by the Lessor. All such insurance shall be in the joint names of Lessor and Lessee, with Lessor and Lessee named as loss payees, as their interests may appear, shall provide that Lessor shall receive not less than 30 days' notice of any termination, cancellation or alteration of the terms thereof and that the coverage afforded Lessor shall not be rescinded, impaired or invalidated by any act or neglect of Lessee, and otherwise shall be in form and amount and with companies approved by Lessor. Lessee shall pay the premiums therefor and delivery said policies, or duplicates thereof or certificates of coverage thereunder, to Lessor. The proceeds of hazard insurance shall, at the option of Lessor, be applied toward the repair or replacement of the Equipment or the payment of the obligations of Lessee hereunder, as set forth in Paragraph 18. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute or endorse all documents, checks or drafts for loss or damage under any such policy.

20. License and Taxes. In addition to other payments to be made pursuant to this Agreement, Lessee shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

21. Prepayment Purchase. At the end of the lease term for Equipment covered by an Equipment Schedule, provided all rental payments have been made under such Equipment Schedule and there is no default or event which with the giving of notice or lapse of time, or both, could become a default under the Agreement, any interest of Lessor to the Equipment subject to such Equipment Schedule shall be transferred to the Lessee or released. Provided all rental payments under this Agreement are paid to date, Lessee may prepay for Equipment under an Equipment Schedule and purchase the interest of Lessor in the Equipment at the end of any month during the lease term by payment of:

(a) the outstanding principal balance due under the Amortization Schedule attached to the applicable Equipment Schedule (or any substitute amortization schedule in effect in accordance with Paragraph 12) plus accrued interest to date;

(b) the cost of any required inspections, examinations, or certifications of the Equipment; and

(c) the cost of any repairs, modifications, or adjustments required as a result of the inspections, examinations, or certifications referred to in (b) above.

Such option shall be exercisable by written notice to Lessor not less than 30 days prior to the prepayment purchase date. The closing shall be held on the specified prepayment purchase date, or on the next following business day if such day is a Saturday, Sunday or legal holiday, at the Principal Offices of Lessor, at which time Lessor shall deliver to Lessee a release of any interest of the Lessor in the Equipment subject to such Equipment Schedule to Lessee. Upon payment in full of all amounts due with respect to all Equipment identified in a particular Equipment Schedule and release of any interest by the Lessor of its interest in such Equipment to the Lessee, this Agreement shall terminate with respect to such Equipment for which payment has been made in full (but shall remain in force with respect to any other Equipment identified in another Equipment Schedule for which payment in full has not been made.)

22. Security Interest. To secure all of its obligations hereunder Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, the Agreement and payments due under this Agreement, agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State of Mississippi shall apply as between the parties hereto and assignees of Lessor.

23. Default. The Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) nonpayment when due or within 6 days thereafter of any installment of rent or other sum owing hereunder;

(b) breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) if any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) if Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver of if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) if any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) if Lessee shall default in the performance of any obligation or in the payment of any sum due to the Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) if any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) if Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

24. Remedies. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) declare the unpaid principal balance plus accrued interest to date under this Agreement to be immediately due and payable without notice or demand;

(b) terminate this Agreement as to any or all items of Equipment;

(c) without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) cause Lessee, at its expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) all unpaid rent or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Lessor,

(ii) any expense paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorneys' fees and legal expenses, and

(iii) the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise.

Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the lease term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of the Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

25. Reports. Lessee shall:

(a) immediately notify Lessor of any materially defective, improper, or malfunctioning item of Equipment, the nature of the defect or malfunction, the name and address of the manufacturer of the item of Equipment, and such other information as may be known;

(b) promptly advise Lessor of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to materially improper manufacturing, operation, use, or functioning of any item of Equipment or charging Lessor or Lessee with liability, and aid in the investigation and defense of all such claims and in the recovery of damages from third persons liable therefore;

(c) notify Lessor in writing within 10 days after any day on which any tax lien shall attach to any item of Equipment; and

(d) reimburse Lessor, upon demand, for all attorneys' fees, court costs, and other fees, costs, and expenses incurred by Lessor in connection with the foregoing.

26. Further Assurances. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purposes hereof.

27. Lessee's Obligations Unconditional. Lessee hereby agrees that Lessee's obligation to pay all rent and other amounts owing hereunder shall be absolute and unconditional under all circumstances. This Agreement may not be cancelled or terminated except as expressly provided herein.

28. Relationship of Parties. The relationship of Lessor and Lessee is that of Lessor and Lessee only, and nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, or by any court, as creating the relationships of employer and employee,

principal and agent, partnership, or joint venture.

29. Notices. All notices, demands and requests which may or are required to be given to another party hereunder shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If to the Lessor:

BancorpSouth Equipment Finance
division of BancorpSouth Bank
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097
Attention: Ms. Elaine D. Temple, President

If to the Lessee:

City of Bay St. Louis, MS
P.O. Box 2550
Bay St. Louis, MS 39521

A duplicate copy of each notice, certificate or other communication given under this Agreement to any party thereunder shall also be given to any other parties indicated in this Paragraph. The Lessor and Lessee, by notice given hereunder, designate any further or different addresses and to which subsequent notices, certificates or other communications shall be sent.

30. Consents. The consent or approval by any party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No custom or practice of the parties shall constitute a waiver of any party's rights to insist upon strict compliance with the terms hereof.

31. Entirety of Agreement. This Agreement contains the entire agreement between Lessor and Lessee, and supersedes all prior agreements and understandings relating to the subject matter hereof. No other agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought. No representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute, collectively, one agreement, but, in making proof hereof, it shall never be necessary to exhibit more than one

such counterpart.

33. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Purchase Order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed Purchase Order and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

34. Severability Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

35. Persons Bound by Agreement. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessee, and its successors, assigns, agents, and servants. The Lessee has no interest in the Equipment other than the possession and use thereof during the lease term and cannot pledge, mortgage, or grant a security interest in the Equipment or any item of Equipment. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessor, and its successors, assigns, agents, and servants, and, where the context so requires, any person accepting an assignment of the rights of Lessor hereunder, and their respective successors, assigns, agents, and servants, and with respect to any indemnification provisions hereof, Lessor and any holder of obligations of Lessor issued in connection with this Agreement, and their respective successors, assigns, agents, and servants, shall each be entitled to indemnification hereunder without regard to the actions of any other person hereunder.

36. Assignment. (a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this

Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign its rights, title and interest in and to this Agreement, and all attachments hereto including the Purchase Order(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Agreement or the Equipment, in whole or in part and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become a part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

37. Waivers; Cumulative Rights. No waiver by Lessor of any default shall be deemed to be a waiver of any other then existing or subsequent default, nor shall any such waiver by Lessor be deemed to be a continuing waiver. No delay or omission by Lessor in exercising any right, power, privilege, or remedy hereunder, or at law or in equity, or otherwise shall impair any such right, or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right. All rights shall be cumulative of and in addition to all other rights, and may be exercised from time to time, and as often as may be deemed expedient by Lessor.

38. Governing Law. The substantive laws of the State of Mississippi shall govern the validity, construction, enforcement, and interpretation of this Agreement, the rights and remedies of the parties hereunder, and the ownership rights in and to the Equipment.

39. Right to Perform Covenants. If Lessee shall fail to make any payment or perform any act required to be made or performed by Lessee hereunder, Lessor, without waiving or releasing any obligation or default on the part of Lessee, may (but will be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may take all such action as may be necessary therefore. All sums so paid by Lessor and all expenses (including, without limitation, reasonable attorneys' fees) so incurred, together with interest thereon from the date of payment or incurring at the highest rate permitted by applicable law, will be paid by Lessee to Lessor on demand.

40. Survival. Lessee's obligations contained in this Agreement shall survive the

termination or cancellation of this Agreement or the expiration of the term of any schedule.

41. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

42. Maximum Interest Rate. Nothing contained in this Agreement shall require the Lessee to pay interest at a rate exceeding the Maximum Permissible Rate. If the amount of interest payable to the Lessor for any period would otherwise exceed the Maximum Permissible Amount for such period, such amount shall be automatically reduced to the Maximum Permissible Amount for such period, and the amount of interest payable to the Lessor for any subsequent period, to the extend less than the Maximum Permissible Amount for such subsequent period, shall, to the extent, be increased by the amount of such reduction. The Lessee shall give the Lessor notice of any law or change in law that may result in such reduction or increase promptly after becoming aware of such law or change. "Maximum Permissible Amount" means, with respect to interest on any amount for any period, the maximum amount of interest that can be payable with respect to such amount for such period without causing the rate of interest on such amount for such period to exceed the Maximum Permissible Rate. "Maximum Permissible Rate" means the rate of interest on an amount that if exceeded could, under law, result in civil or criminal penalty being imposed on the Lessor or result in the Lessor's being unable to enforce payment or repayment of all or part of the rental payments due under this Agreement, including portions allocable to interest due or to become due on such amount.

43. Effective Date. This Agreement shall become effective upon execution by all of the parties hereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LESSOR:	LESSEE:
BancorpSouth Equipment Finance, a division of BancorpSouth Bank	City of Bay St. Louis, MS
By: _____	By: _____
Title: President	Title: Mayor

10046 70703-004

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: _____

Title: _____

Date: _____

LESSEE: City of Bay St. Louis, MS
P.O. Box 2550
Bay St. Louis, MS 39521

By: _____

Title: _____

Date: _____

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

10046 70703-004

Lease Schedule Number 004

This Lease Schedule No. 004 to the Equipment Lease-Purchase Agreement dated as of April 21, 2011 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Bay St. Louis, MS (the "Lessee"), acting by and through the Mayor and City Council, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at _____.

3. Original Rental Term. The term of the Agreement shall be 5 years from date hereof, unless earlier terminated as provided in the Agreement.

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of $75,897.92 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 2.41% percent per annum as provided thereby; provided that notwithstanding anything herein or in the Agreement, including Section 27 thereof, the Lessee's obligation to make rental payments is contingent upon the appropriation of funds by the Lessee's governing body to make the rental payments provided in the Payment Amortization Schedule. If the Lessee's governing body fails to appropriate sufficient funds to provide for the continuation of the rental payments, the obligation of the Lessee to make such rental payments shall terminate on the last day of the fiscal year for which appropriations were made.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the _____ day of _____, 2017.

LESSOR:	LESSEE:
BancorpSouth Equipment Finance, a division of BancorpSouth Bank	City of Bay St. Louis, MS
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT B

EXHIBIT B-1

City of Bay St. Louis, MS

Master Lease Number: 10046 Schedule Number: 04

One (1) New Kubota M5-111 HDC Tractor, S/N:_____, w/ Terrain King KSM60 Cutter, S/N:_____

Prepared by: International Decision Systems, Inc.

InfoAnalysis

Payment Amortization Report

DRAFT

Dates may change at closing

2/15/2017 1:19:15 PM

File Name: INFOA.IADX

Customer: City of Bay St. Louis, MS 10046 70703-004 "Exhibit B-2"

Interest Rate: 2.4100% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	3/15/17	0.00	0.00	0.00	75,897.92	0.00	0.00	75,897.92
1	4/15/17	1,343.98	1,191.55	152.43	74,706.37	152.43	0.00	74,706.37
2	5/15/17	1,343.98	1,193.94	150.04	73,512.43	150.04	0.00	73,512.43
3	6/15/17	1,343.98	1,196.34	147.64	72,316.09	147.64	0.00	72,316.09
4	7/15/17	1,343.98	1,198.74	145.23	71,117.34	145.23	0.00	71,117.34
5	8/15/17	1,343.98	1,201.15	142.83	69,916.19	142.83	0.00	69,916.19
6	9/15/17	1,343.98	1,203.56	140.42	68,712.63	140.42	0.00	68,712.63
7	10/15/17	1,343.98	1,205.98	138.00	67,506.65	138.00	0.00	67,506.65
8	11/15/17	1,343.98	1,208.40	135.58	66,298.25	135.58	0.00	66,298.25
9	12/15/17	1,343.98	1,210.83	133.15	65,087.42	133.15	0.00	65,087.42
	2017	12,095.80	10,810.50	1,285.30		1,285.30		
10	1/15/18	1,343.98	1,213.26	130.72	63,874.16	130.72	0.00	63,874.16
11	2/15/18	1,343.98	1,215.70	128.28	62,658.46	128.28	0.00	62,658.46
12	3/15/18	1,343.98	1,218.14	125.84	61,440.32	125.84	0.00	61,440.32
13	4/15/18	1,343.98	1,220.59	123.39	60,219.74	123.39	0.00	60,219.74
14	5/15/18	1,343.98	1,223.04	120.94	58,996.70	120.94	0.00	58,996.70
15	6/15/18	1,343.98	1,225.49	118.49	57,771.21	118.49	0.00	57,771.21
16	7/15/18	1,343.98	1,227.95	116.02	56,543.25	116.02	0.00	56,543.25
17	8/15/18	1,343.98	1,230.42	113.56	55,312.83	113.56	0.00	55,312.83
18	9/15/18	1,343.98	1,232.89	111.09	54,079.94	111.09	0.00	54,079.94
19	10/15/18	1,343.98	1,235.37	108.61	52,844.57	108.61	0.00	52,844.57
20	11/15/18	1,343.98	1,237.85	106.13	51,606.72	106.13	0.00	51,606.72
21	12/15/18	1,343.98	1,240.33	103.64	50,366.39	103.64	0.00	50,366.39
	2018	16,127.74	14,721.03	1,406.71		1,406.71		
22	1/15/19	1,343.98	1,242.83	101.15	49,123.56	101.15	0.00	49,123.56
23	2/15/19	1,343.98	1,245.32	98.66	47,878.24	98.66	0.00	47,878.24
24	3/15/19	1,343.98	1,247.82	96.16	46,630.42	96.16	0.00	46,630.42
25	4/15/19	1,343.98	1,250.33	93.65	45,380.09	93.65	0.00	45,380.09
26	5/15/19	1,343.98	1,252.84	91.14	44,127.25	91.14	0.00	44,127.25
27	6/15/19	1,343.98	1,255.36	88.62	42,871.90	88.62	0.00	42,871.90
28	7/15/19	1,343.98	1,257.88	86.10	41,614.02	86.10	0.00	41,614.02
29	8/15/19	1,343.98	1,260.40	83.57	40,353.62	83.57	0.00	40,353.62
30	9/15/19	1,343.98	1,262.93	81.04	39,090.68	81.04	0.00	39,090.68
31	10/15/19	1,343.98	1,265.47	78.51	37,825.21	78.51	0.00	37,825.21
32	11/15/19	1,343.98	1,268.01	75.97	36,557.20	75.97	0.00	36,557.20
33	12/15/19	1,343.98	1,270.56	73.42	35,286.64	73.42	0.00	35,286.64
	2019	16,127.74	15,079.75	1,047.99		1,047.99		

Version 8.2

Prepared by: International Decision Systems, Inc.

InfoAnalysis
Payment Amortization Report

2/15/2017 1:19:15 PM
File Name: INFOA.IADX

DRAFT
Dates may change at closing

Customer: City of Bay St. Louis, MS 10046 70703-004 "Exhibit B-2"
Interest Rate: **2.4100% (Monthly)**

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	1/15/20	1,343.98	1,273.11	70.87	34,013.53	70.87	0.00	34,013.53
35	2/15/20	1,343.98	1,275.67	68.31	32,737.86	68.31	0.00	32,737.86
36	3/15/20	1,343.98	1,278.23	65.75	31,459.63	65.75	0.00	31,459.63
37	4/15/20	1,343.98	1,280.80	63.18	30,178.83	63.18	0.00	30,178.83
38	5/15/20	1,343.98	1,283.37	60.61	28,895.47	60.61	0.00	28,895.47
39	6/15/20	1,343.98	1,285.95	58.03	27,609.52	58.03	0.00	27,609.52
40	7/15/20	1,343.98	1,288.53	55.45	26,320.99	55.45	0.00	26,320.99
41	8/15/20	1,343.98	1,291.12	52.86	25,029.87	52.86	0.00	25,029.87
42	9/15/20	1,343.98	1,293.71	50.27	23,736.16	50.27	0.00	23,736.16
43	10/15/20	1,343.98	1,296.31	47.67	22,439.86	47.67	0.00	22,439.86
44	11/15/20	1,343.98	1,298.91	45.07	21,140.94	45.07	0.00	21,140.94
45	12/15/20	1,343.98	1,301.52	42.46	19,839.42	42.46	0.00	19,839.42
	2020	16,127.74	15,447.21	680.52		680.52		
46	1/15/21	1,343.98	1,304.13	39.84	18,535.29	39.84	0.00	18,535.29
47	2/15/21	1,343.98	1,306.75	37.23	17,228.54	37.23	0.00	17,228.54
48	3/15/21	1,343.98	1,309.38	34.60	15,919.16	34.60	0.00	15,919.16
49	4/15/21	1,343.98	1,312.01	31.97	14,607.15	31.97	0.00	14,607.15
50	5/15/21	1,343.98	1,314.64	29.34	13,292.51	29.34	0.00	13,292.51
51	6/15/21	1,343.98	1,317.28	26.70	11,975.23	26.70	0.00	11,975.23
52	7/15/21	1,343.98	1,319.93	24.05	10,655.30	24.05	0.00	10,655.30
53	8/15/21	1,343.98	1,322.58	21.40	9,332.72	21.40	0.00	9,332.72
54	9/15/21	1,343.98	1,325.23	18.74	8,007.49	18.74	0.00	8,007.49
55	10/15/21	1,343.98	1,327.90	16.08	6,679.59	16.08	0.00	6,679.59
56	11/15/21	1,343.98	1,330.56	13.41	5,349.03	13.41	0.00	5,349.03
57	12/15/21	1,343.98	1,333.24	10.74	4,015.79	10.74	0.00	4,015.79
	2021	16,127.74	15,823.63	304.10		304.10		
58	1/15/22	1,343.98	1,335.91	8.07	2,679.88	8.07	0.00	2,679.88
59	2/15/22	1,343.98	1,338.60	5.38	1,341.28	5.38	0.00	1,341.28
60	3/15/22	1,343.98	1,341.28	2.69	0.00	2.69	0.00	0.00
	2022	4,031.93	4,015.79	16.14		16.14		
	Totals:	80,638.68	75,897.92	4,740.76		4,740.76		

10046 70703-004

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of April 21, 2011 .

City of Bay St. Louis, MS (the "Lessee"), acting by and through the Mayor and City Council, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of April 21, 2011 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Bay St. Louis, MS

By: _____

Title: _____

Date: _____

EXHIBIT C

EXHIBIT C-1

City of Bay St. Louis, MS

Master Lease Number: 10046 Schedule Number: 04

One (1) New Kubota M5-111 HDC Tractor, S/N:_____, w/ Terrain King KSM60 Cutter, S/N:_____

WISE CARTER
WISE CARTER CHILD & CARAWAY, P.A.
ATTORNEYS AT LAW

JANE WALLACE MEYNARDIE
ejm@wisecarter.com

Coast Office:
1105 30th Avenue, Ste 300
Gulfport, Mississippi 39501
Phone: 228-867-7141
Fax: 228-867-7142

_____, 2017

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

RE: Lease-Purchase of Equipment by
City of Bay St. Louis, MS
Schedule No. 004 to Master Lease No. 10046

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement between City of Bay St. Louis, MS (the "Lessee") and the Mayor and City Council (the "Governing Body") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated April 21, 2011, as supplemented by Equipment Lease Schedule 004 dated the date hereof (as so supplemented, the "Agreement"). We give no opinion with respect to any other agreement or matter except as specifically set forth herein.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined and, as to matters of fact material to our opinion, we have relied upon (without undertaking to verify the same by independent investigation) such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

With your permission and without independent investigation, we have assumed, except to the extent specifically opined below, for purposes of this opinion the following:

(a) The genuineness of all signatures other than those of the representatives of the Lessee;

(b) That the Agreement has been duly and validly authorized, executed and delivered by each of the parties thereto other than the Lessee and constitutes a valid, legal and binding obligation of each other party, enforceable against each other party in accordance with its terms.

Based on the above, and in reliance thereon and subject to the assumptions, qualifications, exceptions and limitations set forth in this opinion, we are of the opinion that:

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rental payments under the Agreement will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under current law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations and rulings thereunder.

(b) Assuming the accuracy of certain representations made by the Lessee, including those made in the Agreement, and the continued compliance by the Lessee with certain covenants made in the Agreement, the interest portion of the rental payments under the terms of the Agreement is excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

The opinions expressed in this letter are qualified to the extent that your rights and the enforceability of the Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases in accordance with general principles of equity, and to restrictions applicable to Mississippi municipalities generally with respect to indemnification, waivers of rights, defenses and

limitations on liability, and to the ability to bind a successor governing body.

The opinions expressed herein are based upon an interpretation of, and are limited to, existing laws, ordinances and regulations of the State of Mississippi, and, with respect to paragraph 4 above, of the laws of the United States of America, which laws are subject to change at any time by legislation, administrative action or judicial decision. We undertake no obligation and hereby disclaim any obligation to update or supplement this opinion in response to subsequent changes in the law or future events affecting the transactions contemplated by the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sold benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Very truly yours,

WISE, CARTER, CHILD & CARAWAY, P.A.

By: _____
Jane Wallace Meynardie

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I **Reporting Authority** Check box if Amended Return ▶ ☐

1 Issuer's name: City of Bay St. Louis, MS

2 Issuer's employer identification number (EIN): 6 4 6 0 0 0 1 3 9

3 Number and street (or P.O. box if mail is not delivered to street address): P.O. Box 2550 — Room/suite

4 City, town, or post office, state, and ZIP code: Bay St. Louis, MS 39521

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative: 228-466-5445

Part II **Description of Obligations** Check one: a single issue ☐ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	75,897 92
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name:		
13	Vendor's or bank's employer identification number:		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ Signature of issuer's authorized representative — Date

▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Meeting date: March 7, 2017

Motion to receive the following documents to the Council Clerk/Deputy Clerk by Friday before 2:00 p.m.: for the next scheduled City Council meeting so the Council Members packets can be completed for the Council Members to have the weekend to review.

FIRST MEETING OF EACH MONTH

Date/time received	
Temp DOC 3-3-17 - hand del - Kaitlyn	
Official DOC 3-7-17 email -	1) Docket of Claims with invoice dates
hand del - Kaitlyn 3-3-17	2) Original invoices (due Monday at 10:00 a.m.)
None	3) Certification letter from City Clerk
in box @ City Hall 3-3-17	4) Payroll
None	5) Accounts Payable open item register with invoice dates
incoming	6) Travel requests with information attached
incoming	7) Guest speakers request information
incoming	8) Special Event applications and other considerations
3-6-17 email - SG	9) Cash balances for all City accounts
None	10) City Clerk forecast of revenue report & presentation
incoming	11) City Attorney
hand del - Chuck 3-1-17	12) Harbor Report, to include the following:
	a) Current listing by name and slip number(s)
	b) Fuel sales for previous month
	c) List of Transient dock rentals for previous month

Reports in:

3-7-17 Community Hall
3-7-17 Court
3-7-17 Code Enf
3-7-17 Building Dept
3-1-17 Harbor
3-6-17 permits & proj eval - BD
2-27-17 permits & proj eval - BD

3-7-17
5:20pm

Exhibit "I"
March 7, 2017

City Council Meeting
Exhibit List – March 7 2017

1. Exhibit "A": Cash Balances dated March 7, 2017 in the amount of $4,658,916.43

2. Exhibit "B": Certification Letter dated March 7, 2017 for Docket of Claims #16-038 in the amount of $84,472.29 and Docket of Claims #16-039 in the amount of $423,985.06

3. Exhibit "C": Payroll dated March 7, 2017, in the amount of $154,297.71

4. Exhibit "D": Docket of Claims #16-038 dated March 7, 2017 in the amount of $84,472.29

5. Exhibit "E": Docket of Claims #16-039 dated March 7, 2017 in the amount of $423,985.06

6. Exhibit "F": Noise Ordinance Draft with changes to decibel levels, which were increased by five(5

7. Exhibit "G": Ordinance Number 611-03-2017, An Ordinance of the City of Bay Saint Louis, Mississippi Providing that the Code of Ordinance of the City of Bay Saint Louis, Mississippi, be amended by updating Section 94-46. "Payments and Delinquencies"

8. Exhibit "H": Resolution Authorizing and Approving Execution of an Equipment Lease-Purchase Agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank for the Purpose of Lease-Purchasing certain Equipment

9. Exhibit "I": Required documents dated March 7, 2017

10. Exhibit "J": Exhibit List dated March 7, 2017

11. Exhibit "K":

12. Exhibit "L":

13. Exhibit "M":

14. Exhibit "N":

15. Exhibit "O":

16. Exhibit "P":