

Proceedings of the City Council Meeting of the City of Bay Saint Louis, State of Mississippi, taken at a meeting held June 22, 2017 in the City Council Chambers at the Bay Saint Louis Conference Center at 598 Main Street. The meeting began at 7:00 p.m.

**ATTENDANCE:**

**COUNCIL:** Mike Favre, President (Council Member-at-Large), Doug Seal (Ward 1), Wendy McDonald (Ward 2), Jeff Reed (Ward 3), Bobby Compretta (Ward 4), and Lonnie Falgout (Ward 6)

**COUNCIL STAFF:** Lisa Tilley, Clerk of Council

**ADMINISTRATIVE STAFF:** None

**ABSENT:** Joey Boudin (Ward 5), Sissy Gonzales, City Clerk/Comptroller, Les Fillingame, Mayor and Trent Favre, City Attorney

Council Member Reed delivered the invocation and Pledge of Allegiance.

**INAUGURATION (Eugene J. Hoffman, IV)**

Judge James Lagasses performed a swearing in ceremony for in Eugene J. Hoffman, IV as Council Member for Ward 2. Mr. Hoffman will take office July 1, 2017 at 12:01 a.m.

**CITY CLERK/COMPTROLLER'S REPORT**

• **Bay Saint Louis Cash Balances**

*Motion to spread the Bay Saint Louis Cash Balances dated June 19, 2017, in the amount of \$3,037,989.92, on the Minutes*

Council Member Reed motioned, seconded by Council Member Seal, to spread the Bay Saint Louis Cash Balances, before the Docket of Claims, dated June 19, 2017, in the amount of \$3,037,989.92, on the Minutes. (Exhibit "A")

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

• **Bay Saint Louis Certification Letter dated June 16, 2017 for Docket of Claims #16-050, Utility Refund Check Register #16-051, Utility Refund Check Register #16-052 and Utility Refund Check Register #16-053**

*Motion to spread the Bay Saint Louis Certification Letter dated June 16, 2017, for Docket of Claims #16-050 in the amount of \$291,068.61, Utility Refund Check Register #16-051 in the amount of \$716.12, Utility Refund Check Register #16-052 in the amount of \$1,173.18 and Utility Refund Check Register #16-053 in the amount of \$1,225.13, on the Minutes*

Council Member Falgout motioned, seconded by Council Member McDonald, to spread the Bay Saint Louis Certification Letter dated June 16, 2017, for Docket of Claims #16-050 in the amount of \$291,068.61, Utility Refund Check Register #16-051 in the amount of \$716.12, Utility Refund Check Register #16-052 in the amount of \$1,173.18 and Utility Refund Check Register #16-053 in the amount of \$1,225.13, on the Minutes, on the Minutes. (Exhibit "B")

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

• **Bay Saint Louis Docket of Claims #16-050 dated June 20, 2017**

*Motion to approve the Docket of Claims #16-050 dated June 20, 2017, in the amount of \$291,068.61*

Council Member Seal motioned, seconded by Council Member McDonald, to approve the Docket of Claims #16-050 dated June 20, 2017, in the amount of \$291,068.61. (Exhibit "C") as follows:

Council Member Seal asked that an amount of \$48,750.00 be added to the docket for a transfer from the General Reserve Fund to the 2016 Road & Bridge Construction Fund that was approved at the June 13, 2017 Bay Saint Louis City Council meeting, but not completed. The new Docket of Claims total will be \$339,818.61.

001 General Fund	\$66,117.60
330 2016 R&B Construction Fund	\$195.00
400 Utility Fund	\$202,773.32
450 Municipal Harbor Fund	\$21,582.69
650 Community Hall Unearned	\$400.00
<u>Total</u>	<u>\$291,068.61</u>
<u>Transfer to 2016 R&amp;B Construction Fund</u>	<u>\$48,750.00</u>
Total	\$339,818.61

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

• **Bay Saint Louis Utility Refund Check Register 16-051 dated June 12, 2017**

*Motion to approve the Utility Refund Check Register #16-051 dated June 12, 2017, in the amount of \$716.12*

Council Member Falgout motioned, seconded by Council Member Seal, to approve the Docket of Claims #16-051 dated June 12, 2017, in the amount of \$716.12. (Exhibit "D") as follows:

<u>400 Utility Meter Deposit</u>	<u>\$716.12</u>
400 Utility Meter Deposit	\$716.12

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

• **Bay Saint Louis Utility Refund Check Register 16-052 dated June 12, 2017**

*Motion to approve the Utility Refund Check Register #16-052 dated June 12, 2017, in the amount of \$1,173.18*

Council Member Reed motioned, seconded by Council Member Compretta, to approve the Docket of Claims #16-052 dated June 12, 2017, in the amount of \$1,173.18. (Exhibit "E") as follows:

<u>400 Utility Meter Deposit</u>	<u>\$1,173.18</u>
400 Utility Meter Deposit	\$1,173.18

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

• **Bay Saint Louis Utility Refund Check Register 16-053 dated June 12, 2017**

*Motion to approve the Utility Refund Check Register #16-053 dated June 12, 2017, in the amount of \$1,225.13*

Council Member Seal motioned, seconded by Council Member Reed, to approve the Docket of Claims #16-053 dated June 12, 2017, in the amount of \$1,225.13. (Exhibit "F") as follows:

<u>400 Utility Meter Deposit</u>	<u>\$1,225.13</u>
400 Utility Meter Deposit	\$1,225.13

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

#### **COUNCIL/NEW/OLD BUSINESS**

*Motion to spread executed Collection Services Agreement with Municipal Services Bureau (MSB) for the collection of the City of Bay Saint Louis Court fees and fines on the Minutes*

Council Member Seal motioned, seconded by Council Member McDonald, to spread executed Collection Services Agreement with Municipal Services Bureau (MSB) for the collection of the City of Bay Saint Louis Court fees and fines on the Minutes. (Exhibit "G")

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

#### **ENGINEER'S REPORT (Exhibit "H")**

City Engineer Chiniche updated the Bay Saint Louis City Council on current projects in the City of Bay Saint Louis, including, but not limited to, the guardrail replacement on Central Avenue.

*Motion to approve the purchase of materials for replacement of the guard rail on Central avenue, as shown in the quote from Northern Tool + Equipment, in the amount of \$2,534.26, to be paid from the 2016 Road and Bridge Construction Fund. The installation will be completed in house by Bay Saint Louis City workers*

Council Member Falgout motioned, seconded by Council Member Seal, to approve the purchase of materials for replacement of the guard rail on Central avenue, as shown in the quote from Northern Tool + Equipment, in the amount of \$2,534.26, to be paid from the 2016 Road and Bridge Construction Fund. The installation will be completed in house by Bay Saint Louis City workers (See Northern Tool + Equipment quote in Exhibit "H")

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

City Engineer Chiniche continued the update with a request to spread Change Order #2 for Drainage Project Phase 2 of the 2016 Road and Bridge Project to include paving Beyer Drive.

*Motion to approve Change Order #2 for Drainage Project Phase 2 of the 2016 Road and Bridge Project from Morreale Construction, L.L.C. for an additional \$48,750.00 for the paving of Beyer Drive*

Council Member Seal motioned, seconded by Council Member Falgout, to approve Change Order #2 for Drainage Project Phase 2 of the 2016 Road and Bridge Project from Morreale Construction, L.L.C. for an additional \$48,750.00 for the paving of Beyer Drive. The funds have been approved to be transferred to the 2016 Road and Bridge Construction Fund from the Municipal Reserve Fund at the June 13 2017 City Council Meeting.

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

City Engineer Chiniche continued with the striping costs for Court Street.

***Motion to approve the purchase of striping paint from PPG Paints, Gulfport, Mississippi for a total of \$5,700.00 for the striping project on Central Avenue, Road 556, Washington Street from Old Nicholson Road to Jourdan Estates, Old Spanish Trail from Seube Street to Main Street and Chapman Road from Washington Street to Longfellow Drive to be completed with the assistance of Hancock County***

Council Member Seal motioned, seconded by Council Member Reed, to approve the purchase of striping paint from PPG Paints, Gulfport, Mississippi for a total of \$5,700.00 for the striping project on Central Avenue, Road 556, Washington Street from Old Nicholson Road to Jourdan Estates, Old Spanish Trail from Seube Street to Main Street and Chapman Road from Washington Street to Longfellow Drive to be completed with the assistance of Hancock County.

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

City Engineer Chiniche continued with discussion of the Fiscal Year 2019 Tideland Grant Applications.

***Motion to recommend the Bayou Lacroix fishing launch improvements "cave" location to be the Bay Saint Louis first option for the Fiscal Year 2019 Tideland Grants Applications***

Council Member Falgout motioned, seconded by Council Member Seal, to recommend the Bayou Lacroix fishing launch improvements "cave" location to be the Bay Saint Louis first option for the Fiscal Year 2019 Tideland Grants Applications.

A vote was called for with the following response:

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

VOTING NAY: McDonald

ABSENT: Boudin

***Motion to recommend the Bay Saint Louis Municipal Harbor Day Pier Extension as second option for the Fiscal Year 2019 Tideland Grants Applications***

Council Member Seal motioned, seconded by Council Member McDonald, to recommend the Bay Saint Louis Municipal Harbor Day Pier Extension as second option for the Fiscal Year 2019 Tideland Grants Applications.

A vote was called for with the following response:

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

VOTING NAY: None

ABSENT: Boudin

***Motion to recommend the Bay Saint Louis Municipal Harbor Pier 5 as third option for the Fiscal Year 2019 Tideland Grants Applications***

Council Member Seal motioned, seconded by Council Member McDonald, to recommend the Bay Saint Louis Municipal Harbor Pier 5 as third option for the Fiscal Year 2019 Tideland Grants Applications.

A vote was called for with the following response:

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

VOTING NAY: None ABSENT: Boudin

***Motion to recommend the Rutherford Fishing Pier Extension as fourth option for the Fiscal Year 2019 Tideland Grants Applications***

Council Member Falgout motioned, seconded by Council Member Compretta, to recommend the Rutherford Fishing Pier Extension as fourth option for the Fiscal Year 2019 Tideland Grants Applications.

A vote was called for with the following response:

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

VOTING NAY: None ABSENT: Boudin

**PUBLIC FORUM**

Chuck LeFleur expressed his gratitude to the current Bay Saint Louis City Council and told the incoming Council Member Elects who were in the meeting that each one has big shoes to fill.

Henry Ward spoke about tourism and taxes in Hancock County and Bay Saint Louis.

**MINUTES**

***Motion to Approve the Minutes of June 13, 2017 as updated***

Council Member Seal moved, seconded by Council Member McDonald, to approve the Minutes of June 13, 2017 as updated.

A vote was called for with the following response:

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

VOTING NAY: None ABSENT: Boudin

Council Members expressed how they will miss each outgoing Council Member and thanked each other on a job well done.

**ADJOURN**

***Motion to Adjourn***

Council Member McDonald moved, seconded by Council Member Seal, to adjourn.

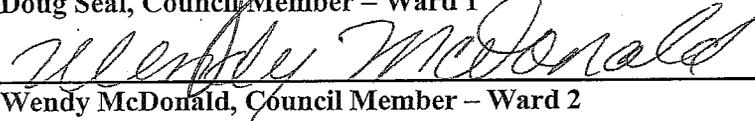
A vote was called for with the following response:

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

VOTING NAY: None ABSENT: Boudin

  
\_\_\_\_\_  
Mike Favre, President – Council Member-at-Large Date 6-29-17

  
\_\_\_\_\_  
Doug Seal, Council Member – Ward 1 Date 6/29/17

  
\_\_\_\_\_  
Wendy McDonald, Council Member – Ward 2 Date 6-29-17

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Jeff Reed, Council Member -- Ward 3

Date

*Bobby Compretta*  
Bobby Compretta, Council Member -- Ward 4

*6/29/17*

Date

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Joey Boudin, Council Member -- Ward 5

Date

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Lonnie Falgout, Council Member -- Ward 6

Date

*Tom Day*  
Lisa Tilley, Clerk of Council

*6-29-17*

Date

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Les Fillingame, Mayor

Date

**CITY OF BAY ST LOUIS**  
**CASH BALANCES\***  
**6/19/2017**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
001	GENERAL FUND OPERATING	\$ 244,803.32
001	MUN FIRE REBATE FUND & 1/4 MILL	\$ 31,898.93
005	MUNICIPAL RESERVE FUND	\$ 298,774.65
020	NARCOTIC'S TASK FORCE ACCT	\$ 4,101.06
200	DEBT SERVICE ACCOUNT	\$ 72,535.97
250	UTILITY BOND SINKING FUND (REFI IN 2014)	\$ 63,262.89
270	COUNTY ROAD & BRIDGE DEBT SERVICE	\$ 125,046.39
300	DOJ FUNDS	\$ 321,702.53
330	2016 ROAD CONSTRUCTION BOND	\$ 379,263.90
400	UTILITY FUND OPERATING	\$ 409,019.11
400	UTILITY CAPITAL AND MAINTENANCE	\$ 389,528.16
400	UTILITY METER DEPOSITS	\$ 326,889.93
400	UTILITY DEBT SERVICE	\$ 761.96
450	MUNICIPAL HARBOR FUND	\$ 252,683.50
450	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 5,002.39
650	COMMUNITY HALL ACCOUNT	\$ 65,070.76
654	UNEMPLOYMENT REVOLVING FUND	\$ 45,895.43
100	KATRINA LONG TERM RECOVERY (FEMA)	\$ 384.76
115	KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 1,364.28
<b>TOTAL ALL FUNDS:</b>		<b>\$ <u>3,037,989.92</u></b>

\*Cash Balances are shown BEFORE Claims Docket

**RECEIVED**  
**JUN 19 2017**

BY: *let email - SG*  
*mtz 6-20-17*

*Exhibit "A"*  
*June 22, 2017*



June 16, 2017

CERTIFICATION

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

- Claims Docket 06/20/2017\_16-050 - \$291,068.61
- Utility Refund Check Register 06/20/2017\_16-051 - \$716.12
- Utility Refund Check Register 06/20/2017\_16-052 - \$1,173.18
- Utility Refund Check Register 06/20/2017\_16-053 - \$1,225.13

Sissy Gonzales  
City Clerk  
City of Bay St. Louis

RECEIVED  
JUN 16 2017

BY: in person  
Mtg 06-20-17

Exhibit "B"  
June 22, 2017

CITY OF BAY ST. LOUIS\_COUNCIL DOCKET\_06/20/2017\_16-050

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
7131	AMY PAVOLINI	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 145.00
					TOTAL:	\$ 145.00
7081	AT&T	5/31/2017	HARBOR UVERSE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 5.00
					TOTAL:	\$ 5.00
7029	B&J PIT STOP	4/27/2017	OIL CHANGE UNIT 356	GENERAL FUND	POLICE	\$ 69.00
7031		5/8/2017	OIL CHANGE UNIT 355	GENERAL FUND	POLICE	\$ 52.00
7030		5/10/2017	OIL CHANGE UNIT 198	GENERAL FUND	POLICE	\$ 59.95
7030		5/10/2017	TIRE ROTATION UNIT 198	GENERAL FUND	POLICE	\$ 17.00
					TOTAL:	\$ 197.95
7038	BARNEY'S POLICE SUPPLIES	5/31/2017	UNIFORM SHIRTS (2)	GENERAL FUND	POLICE	\$ 77.32
7038		5/31/2017	SEWING LABOR	GENERAL FUND	POLICE	\$ 10.00
7035		4/24/2017	SERVE SINCE BAR (1)	GENERAL FUND	POLICE	\$ 17.25
7035		4/24/2017	NAMEPLATE (1)	GENERAL FUND	POLICE	\$ 14.47
7035		4/24/2017	BADGEHOLDER (1)	GENERAL FUND	POLICE	\$ 17.99
7036		4/24/2017	SERVING SINCE BAR (1)	GENERAL FUND	POLICE	\$ 17.25
7036		4/24/2017	NAMEPLATE (1)	GENERAL FUND	POLICE	\$ 14.47
7037		5/5/2017	BADGEHOLDER (1)	GENERAL FUND	POLICE	\$ 17.99
7034		6/1/2017	RADIO HOLDER (1)	GENERAL FUND	POLICE	\$ 47.99
					TOTAL:	\$ 234.73
7070	BAY ICE COMPANY	6/5/2017	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 121.00
					TOTAL:	\$ 121.00
7040	BAY ST LOUIS UTILITIES	5/31/2017	09-3205-00 IRRIGATION SYSTEM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
7041		5/31/2017	08-0110-00 COMMAGERE BOOKTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7042		5/31/2017	07-4260-00 POLICE DEPT.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7043		5/31/2017	06-4885-00 MLK PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 98.22
7044		5/31/2017	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00

**RECEIVED**  
JUN 16 2017

BY: *[Signature]*  
6/19/17

Exhibit "B"  
June 22, 2017

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
						PAGE 2
						AMOUNT
7045	BAY ST LOUIS UTILITIES continued...	5/31/2017	08-0832-00 B&G CLUB BACK BLDG	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
7046		5/31/2017	09-0630-01 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 19.75
7047		5/31/2017	04-2585-00 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.89
7048		5/31/2017	08-0971-00 CITY PARK BATHROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7049		5/31/2017	08-0140-00 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 110.45
7050		5/31/2017	08-0200-00 SPLASH PAD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 60.19
7051		5/31/2017	08-0970-00 1905 CITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7052		5/31/2017	08-0980-00 CEDAR RESTROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.00
7053		5/31/2017	09-0209-00 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 71.34
7054		5/31/2017	09-0720-00 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
7039		5/31/2017	09-3842-00 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 86.12
					TOTAL:	\$ 791.46
7105	BEVERLY MORSE	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 435.00
					TOTAL:	\$ 435.00
7121	BEVERLY VINCENT	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 395.00
					TOTAL:	\$ 395.00
7112	CHARLEEN BENIGNO	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 395.00
					TOTAL:	\$ 395.00
7108	CHARLES STAEHLE	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 385.00
					TOTAL:	\$ 385.00
7126	CHRISTOPHER JACKSON	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 125.00
					TOTAL:	\$ 125.00
7057	CINTAS UNIFORMS	6/1/2017	PW UNIFORMS_06/01/2017	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 343.32
7058		6/1/2017	HARBOR UNIFORMS_06/01/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 61.94
7027		6/8/2017	HARBOR UNIFORMS_06/08/2017	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 61.94
					TOTAL:	\$ 467.20

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 3 AMOUNT
7059	CITY OF BAY SAINT LOUIS	6/6/2017	RESTITUTION	GENERAL FUND	NON-DEPARTMENTAL	\$ 50.00
7060		5/23/2017	TRF RESTITUTION TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 100.00
7092		5/10/2017	RESTITUTION REFUND TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 15.00
7097		5/15/2017	RESTITUTION REFUND TO NTF	GENERAL FUND	NON-DEPARTMENTAL	\$ 20.00
7013		5/31/2017	TRF TO DEBT SVC FUND FROM GF	GENERAL FUND	ADMINISTRATION	\$ 6,568.81
7014		5/30/2017	TRF TO ROAD & BRIDGE FROM GF	GENERAL FUND	ADMINISTRATION	\$ 2,699.10
7011		5/31/2017	DUE TO GF UTILITY PAYROLL	UTILITY FUND	NON-DEPARTMENTAL	\$ 11,077.49
7015		6/5/2017	BUDGETED TRF_ UTOP TO C&M	UTILITY FUND	ADMINISTRATION	\$ 18,333.33
7016		6/5/2017	TRF UTOP TO SINKING BOND	UTILITY FUND	ADMINISTRATION	\$ 53,809.85
7010		5/31/2017	DUE TO GF FROM HARBOR	MUNICIPAL HARBOR FUND	NON-DEPARTMENTAL	\$ 7,485.96
					TOTAL:	\$ 100,159.54
7082	COAST ELECTRIC POWER ASSOCIATION	6/5/2017	870474-003 HWY 90 & DRINKWATER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.91
					TOTAL:	\$ 49.91
7114	COLLEEN CULLEN	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 250.00
					TOTAL:	\$ 250.00
7019	CONSOLIDATED PIPE & SUPPLY COMPANY	5/19/2017	WATER METERS (6)	UTILITY FUND	UTILITY OPERATIONS	\$ 1,770.00
7020		5/25/2017	TAPPING SADDLE (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 380.00
7020		5/25/2017	FLANG GATE (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 440.00
7020		5/25/2017	RUBBER FLANG (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 10.00
7020		5/25/2017	DBL STRAP SADDLE (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 45.00
7020		5/25/2017	DBL STRAP SADDLE (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 37.00
7020		5/25/2017	VALVE BOX (1)	UTILITY FUND	UTILITY OPERATIONS	\$ 40.00
7020		5/25/2017	CLOSE BRASS NIPPLE (4)	UTILITY FUND	UTILITY OPERATIONS	\$ 32.00
7022		5/25/2017	2" NEPTUNE METER (2)	UTILITY FUND	UTILITY OPERATIONS	\$ 1,096.00
7021		5/25/2017	1/2" IPS GAS PIPE (2,000)	UTILITY FUND	UTILITY OPERATIONS	\$ 760.00
					TOTAL:	\$ 4,610.00
7095	CONTRACTING 24-7 LLC	6/6/2017	PERMIT REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 112.63
					TOTAL:	\$ 112.63

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
						PAGE 4
7025	CSX TRANSPORTATION	5/24/2017	ANNUAL FEE-REAL ESTATE-LAND	GENERAL FUND	ADMINISTRATION	\$ 257.60
					TOTAL:	\$ 257.60
7130	DEIDRA BERTHOLD	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 375.00
					TOTAL:	\$ 375.00
7111	DEIRDRE BRADLEY	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 135.00
					TOTAL:	\$ 135.00
7026	DELTA WORLD TIRE	5/26/2017	TIRE_ZERO TURN (1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 79.00
7026		5/26/2017	VALVE STEM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.95
7026		5/26/2017	TIRE MOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.00
7026		5/26/2017	SHOP SUPPLIES	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.96
					TOTAL:	\$ 93.91
7056	DEMENT PRINTING COMPANY	5/10/2017	MINUTE BOOK #56	GENERAL FUND	CITY COUNCIL	\$ 169.50
7056		5/10/2017	SHIPPING	GENERAL FUND	CITY COUNCIL	\$ 16.76
					TOTAL:	\$ 186.26
7133	ELLEN BECKHAM	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 375.00
					TOTAL:	\$ 375.00
7124	EVELYN CURRY	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 250.00
					TOTAL:	\$ 250.00
7102	FERRARA FIRE APPARATUS	5/24/2017	DIPSTICK/TUBE ASSY_ENGINE #2	GENERAL FUND	FIRE	\$ 164.73
					TOTAL:	\$ 164.73
7033	FUELMAN	5/29/2017	FUELMAN #4229	GENERAL FUND	POLICE	\$ 1,325.29
7096		6/12/2017	FUELMAN #7160	GENERAL FUND	POLICE	\$ 839.18

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 5 AMOUNT
7073	FUELMAN continued...	5/22/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 64.18
7100		5/29/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 68.30
7101		6/5/2017	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 70.52
					TOTAL:	\$ 2,367.47
7117	GOLDEN FAIRCONNETUE	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 270.00
					TOTAL:	\$ 270.00
7069	HANCOCK COUNTY SHERIFF'S DEPARTMENT	5/5/2017	HOUSING INMATES_APRIL 2017	GENERAL FUND	JUDICIAL	\$ 4,200.00
					TOTAL:	\$ 4,200.00
7071	HANCOCK MEDICAL CENTER	6/5/2017	F.D._POST INJURY SCREENING	GENERAL FUND	FIRE	\$ 40.00
					TOTAL:	\$ 40.00
7098	HANCOCK MEDICAL HEALTH SERVICES, INC.	6/1/2017	F.D._EMPLOYMENT EMT PHYSICAL	GENERAL FUND	FIRE	\$ 50.00
7098		6/1/2017	F.D._EMPLOYMENT EMT PHYSICAL	GENERAL FUND	FIRE	\$ 50.00
					TOTAL:	\$ 100.00
7012	HC LIBRARY SYSTEM	5/31/2017	TAX SETTLEMENT	GENERAL FUND	ADMINISTRATION	\$ 5,971.79
					TOTAL:	\$ 5,971.79
7080	HC SOLID WASTE AUTHORITY	6/5/2017	GARBAGE-OLD TOWN COMM. CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 64.27
7079		6/5/2017	RESID. SOLID WASTE_MAY 2017	UTILITY FUND	UTILITY OPERATIONS	\$ 36,587.58
					TOTAL:	\$ 36,651.85
7078	HC UTILITY AUTHORITY	5/31/2017	ADMIN FEE & DEBT SERVICE	UTILITY FUND	UTILITY OPERATIONS	\$ 74,376.10
					TOTAL:	\$ 74,376.10

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 6 AMOUNT
7075	HC WATER & SEWER DISTRICT	5/31/2017	109906_WASHINGTON/CHAPMAN	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 25.50
7074		5/31/2017	FS#2 HWY 603 WATER & SEWER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 75.00
					TOTAL:	\$ 100.50
7134	JEANNE RICHARDSON	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 425.00
					TOTAL:	\$ 425.00
7104	JOAN THOMAS	6/14/2017	2017 ELECTION COMMISSIONER	GENERAL FUND	ADMINISTRATION	\$ 1,044.00
					TOTAL:	\$ 1,044.00
7119	JOHN HOFER	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 385.00
					TOTAL:	\$ 385.00
7109	JUNE LAWS	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 125.00
					TOTAL:	\$ 125.00
7091	KEITH HESS	5/8/2017	RESTITUTION	GENERAL FUND	NON-DEPARTMENTAL	\$ 40.00
					TOTAL:	\$ 40.00
7123	LADJOIE BUTLER	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 425.00
					TOTAL:	\$ 425.00
7099	LAWRENCE PRINTING CO., INC.	6/6/2017	TRAFFIC TICKETS (1,000)	GENERAL FUND	JUDICIAL	\$ 357.00
7099		6/6/2017	SHIPPING	GENERAL FUND	JUDICIAL	\$ 11.13
					TOTAL:	\$ 368.13
7008	LOWE'S	6/3/2017	SIMPLE GREEN (3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 25.59
7008		6/3/2017	BLEACH (3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 11.34
7009		6/8/2017	ROLLER COVERS (2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 9.46
7009		6/8/2017	BRUSHES (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 6.72

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 7 AMOUNT
7009	LOWE'S continued...	6/8/2017	ACETONE (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 7.21
7009		6/8/2017	YELLOW BULBS (6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 39.78
7009		6/8/2017	WHITE BULBS (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 8.54
7009		6/8/2017	CREDIT	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ (6.56)
7093		6/12/2017	TOILET SEAT (1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 14.71
					TOTAL:	\$ 116.79
7129	LUCILLE WILKERSON	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 375.00
					TOTAL:	\$ 375.00
7116	LYLIE NICHOLS	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 435.00
					TOTAL:	\$ 435.00
7115	MARK ISAACS	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 125.00
					TOTAL:	\$ 125.00
7076	MISSISSIPPI POWER	5/25/2017	06472-91030 DUNBAR PAVILLION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 41.66
7083		6/1/2017	06084-17009 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,641.54
7083		6/1/2017	20735-99025 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 420.25
7083		6/1/2017	21512-44005 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,581.97
7083		6/1/2017	30517-12007 CITY PARK BATHRM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 41.14
7083		6/1/2017	33911-46001 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 981.60
7083		6/1/2017	54271-48002 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 762.61
7083		6/1/2017	04055-18078 SPLASH PAD RESTRM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 48.12
7083		6/1/2017	05889-10169 HISTORICAL BLDG	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 584.95
7083		6/1/2017	03549-31061 OLD TOWN COMM CTR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 593.03
7084		6/5/2017	13961-46018 WATER WELL #3	UTILITY FUND	UTILITY OPERATIONS	\$ 298.22
7084		6/5/2017	62891-46001 WASH WATER TOWER	UTILITY FUND	UTILITY OPERATIONS	\$ 46.84
7084		6/5/2017	64741-49003 WATER WELL #4	UTILITY FUND	UTILITY OPERATIONS	\$ 1,270.56
7084		6/5/2017	72561-48023 WATER WELL #1	UTILITY FUND	UTILITY OPERATIONS	\$ 374.98
7077		5/25/2017	29014-26053 HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 4,255.56
					TOTAL:	\$ 13,943.03

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 8 AMOUNT
7032	MS ASSOCIATION OF CHIEFS OF POLICE	5/19/2017	POST TEST SELF SCORE FORM	GENERAL FUND	POLICE	\$ 140.00
		5/19/2017	SHIPPING	GENERAL FUND	POLICE	\$ 35.15
					TOTAL:	\$ 175.15
7090	MS. DEPARTMENT OF PUBLIC SAFETY	6/12/2017	CRIME STOPPER FEES	GENERAL FUND	NON-DEPARTMENTAL	\$ 69.00
					TOTAL:	\$ 69.00
7094	MUNICIPAL CODE CORPORATION	5/31/2017	5 COPIES OF RECODIFICATION	GENERAL FUND	ADMINISTRATION	\$ 2,057.88
					TOTAL:	\$ 2,057.88
7122	PAMELA MARTIN	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 280.00
					TOTAL:	\$ 280.00
7135	PATRICIA TUSTIN	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 395.00
					TOTAL:	\$ 395.00
7113	PRECIOUS SAUCIER	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 250.00
					TOTAL:	\$ 250.00
7128	RICKIE BRADLEY	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 405.00
					TOTAL:	\$ 405.00
7106	ROSALIE KERGOSIEN	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 260.00
					TOTAL:	\$ 260.00
7125	ROSE LEWIS	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 385.00
					TOTAL:	\$ 385.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 9 AMOUNT
7118	RUSSELL FAIRCONNETUE	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 375.00
					TOTAL:	\$ 375.00
7103	S&L OFFICE SUPPLIES, INC	6/13/2017	CREDIT RETURN	GENERAL FUND	ADMINISTRATION	\$ (32.50)
7103		6/13/2017	CREDIT RETURN	GENERAL FUND	ADMINISTRATION	\$ (65.00)
7103		6/13/2017	COPY PAPER (3)	GENERAL FUND	ADMINISTRATION	\$ 105.00
7106		6/13/2017	FILE JACKET (1 BX)	GENERAL FUND	ADMINISTRATION	\$ 28.72
7103		6/13/2017	DESK CALENDAR (1)	GENERAL FUND	ADMINISTRATION	\$ 13.22
7107		5/26/2017	BINDER CLIPS (2)	GENERAL FUND	BUILDING DEPARTMENT	\$ 1.64
7107		5/26/2017	PAPER CLIPS(1-10PK)	GENERAL FUND	BUILDING DEPARTMENT	\$ 1.81
7103		6/13/2017	PLOTTER CARTRIDGE (1)	GENERAL FUND	BUILDING DEPARTMENT	\$ 69.95
					TOTAL:	\$ 122.84
7055	SAFEGUARD DEMENT BUSINESS SOLUTIONS	5/26/2017	ABSENTEE BALLOT ENVELOPES (300)	GENERAL FUND	ADMINISTRATION	\$ 92.55
7055		5/26/2017	SHIPPING	GENERAL FUND	ADMINISTRATION	\$ 10.13
					TOTAL:	\$ 102.68
7061	SEA COAST ECHO	5/31/2017	VOTER REGISTRATION	GENERAL FUND	ADMINISTRATION	\$ 252.50
7062		5/31/2017	ABSENTEE VOTING	GENERAL FUND	ADMINISTRATION	\$ 303.00
7062		5/31/2017	L&A TESTING	GENERAL FUND	ADMINISTRATION	\$ 202.00
7063		5/31/2017	BALLOT TABULATION RUN OFF	GENERAL FUND	ADMINISTRATION	\$ 110.00
7063		5/31/2017	BALLOT TABULATION RUN OFF	GENERAL FUND	ADMINISTRATION	\$ 92.00
7065		5/31/2017	L&A TESTING	GENERAL FUND	ADMINISTRATION	\$ 252.50
7065		5/31/2017	ABSENTEE VOTING	GENERAL FUND	ADMINISTRATION	\$ 303.00
7066		5/31/2017	BUDGET AMENDMENT 16-17	GENERAL FUND	ADMINISTRATION	\$ 825.00
7067		5/31/2017	BALLOT TABULATION	GENERAL FUND	ADMINISTRATION	\$ 110.00
7067		5/31/2017	VOTING PRECINCTS	GENERAL FUND	ADMINISTRATION	\$ 350.63
7064		5/31/2017	WATER QUALITY	UTILITY FUND	UTILITY OPERATIONS	\$ 1,460.93
					TOTAL:	\$ 4,261.56
7132	SHIRLEY HIGHTOWER	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 260.00
					TOTAL:	\$ 260.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 10 AMOUNT
7006	SOUTH MISSISSIPPI BUSINESS MACHINES	4/28/2017	BASE RATE	GENERAL FUND	CITY COUNCIL	\$ 139.98
7006		4/28/2017	OVERAGE	GENERAL FUND	CITY COUNCIL	\$ 11.35
7006		4/28/2017	MONTHLY LEASE	GENERAL FUND	CITY COUNCIL	\$ 202.02
					TOTAL:	\$ 353.35
7072	STARFISH CAFE	6/5/2017	DEPOSIT REFUND	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 400.00
					TOTAL:	\$ 400.00
7007	SUN COAST CLAYS BUSINESS SUPPLY	6/13/2017	BATH TISSUE (2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 55.96
7007		6/13/2017	TRASH LINERS (2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 69.98
					TOTAL:	\$ 125.94
7120	TANYA DUENAS	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 125.00
					TOTAL:	\$ 125.00
7028	TAPPER SECURITY, INC.	6/1/2017	WATER WELL MONITORING	UTILITY FUND	UTILITY OPERATIONS	\$ 22.50
					TOTAL:	\$ 22.50
7068	TIMOTHY A. KELLAR, HANCOCK CO CHANCERY	5/31/2017	TAX REDEMPTIONS_MAY 2017	GENERAL FUND	ADMINISTRATION	\$ 770.00
					TOTAL:	\$ 770.00
7107	VICKY STAEHLE	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 385.00
					TOTAL:	\$ 385.00
7086	VISA	6/6/2017	WIX.COM	GENERAL FUND	ADMINISTRATION	\$ 4.99
					TOTAL:	\$ 4.99
7127	VIVA HAYES	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 435.00
					TOTAL:	\$ 435.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 11 AMOUNT
7018	WARING OIL	5/22/2017	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 905.41
7085		5/30/2017	HARBOR GASOLINE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 8,932.44
					TOTAL:	\$ 9,837.85
7023	WASTE MANAGEMENT -MISS ,INC	5/24/2017	CITY YARD DUMPSTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 251.74
7024		5/24/2017	DUMPSTER SERVICE_COMM. HALL	UTILITY FUND	UTILITY OPERATIONS	\$ 504.94
					TOTAL:	\$ 756.68
7177	WISE CARTER CHILD & CARAWAY, P.A.	6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 5,491.83
7178		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 1,336.99
7179		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 330.00
7180		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7181		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 3,067.32
7182		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 165.47
7183		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 30.00
7184		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 60.00
7185		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 150.00
7186		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 60.00
7187		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 255.00
7191		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 600.00
7192		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 240.00
7193		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 1,140.00
7194		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 135.00
7195		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 90.00
7196		6/13/2017	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 1,710.00
7188		6/13/2017	PROFESSIONAL SERVICES	2016 R&B CONSTRUCT	STREETS & PUBLIC WORKS	\$ 30.00
7189		6/13/2017	PROFESSIONAL SERVICES	2016 R&B CONSTRUCT	STREETS & PUBLIC WORKS	\$ 165.00
7190		6/13/2017	PROFESSIONAL SERVICES	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 330.00
					TOTAL:	\$ 15,416.61
7110	YOLANDE BRADLEY	6/14/2017	ELECTION POLL WORKER	GENERAL FUND	ADMINISTRATION	\$ 435.00
					TOTAL:	\$ 435.00



6-12-2017 8:52 AM  
 Packet: 11902 - Refunds From Zone 01  
 UAFNY REFUND UEBON KESUPLERK  
 16-051  
 70877777  
 RECEIVED  
 6/12/17  
 G/L POSTING DATE: 6/20/2017

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	MESSAGE
01-1552-00	ACADIAN HOMES 7136	0/00/00	FINAL BILL	0	150.72CR	001	00188495	70.00CR	INVALID CK#/DATE
						002	00235962	140.00CR	
02-3670-10	KIDD, TREY 7137	0/00/00	FINAL BILL	0	42.22CR	002	00069061	140.00CR	INVALID CK#/DATE
02-3680-10	GIFT, KATHRYN 7138	0/00/00	FINAL BILL	0	33.39CR	001	14700	70.00CR	INVALID CK#/DATE
02-4840-02	CATOIRE, ILENE 7139	0/00/00	FINAL BILL	0	19.45CR	001	10027	70.00CR	INVALID CK#/DATE
05-1800-04	BUSH, REGINA 7140	0/00/00	FINAL BILL	0	22.00CR	001	15420	70.00CR	INVALID CK#/DATE
07-6270-00	ROBERT, RJ/SANDRA 7141	0/00/00	FINAL BILL	0	197.00CR	001	9259	70.00CR	INVALID CK#/DATE
						002	9259	140.00CR	
07-8670-00	GIBBENS, MIKE 7142	0/00/00	FINAL BILL	0	102.32CR	001	15225	70.00CR	INVALID CK#/DATE
						002	00006502	140.00CR	
07-9010-01	PACE, ANTHONY C 7143	0/00/00	FINAL BILL	0	149.02CR	001	36920	70.00CR	INVALID CK#/DATE
						002	37441	140.00CR	

Exhibit "D"  
 June 22, 2017

*Anthony C Pace*  
 6/12/17

**RECEIVED**  
 JUN 16 2017

BY: *in person*  
 1179 Ole 20-17

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	MESSAGE
400-000-008-000	SOURCE NAME				AMOUNT				
400-000-008-000	METER DEPOSITS - FIRST				150.72CR				
400-000-008-000	METER DEPOSITS - FIRST				42.22CR				
400-000-008-000	METER DEPOSITS - FIRST				33.39CR				
400-000-008-000	METER DEPOSITS - FIRST				19.45CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				197.00CR				
400-000-008-000	METER DEPOSITS - FIRST				102.32CR				
400-000-008-000	METER DEPOSITS - FIRST				149.02CR				
400-000-030-019	UTILITY REFUNDS PAYABLE				716.12				

ERRORS: 16

\*\* END OF REPORT \*\*

6/20/2017

11902

1000 V. G. RECEIVED 6/16/17

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	AMOUNT	MESSAGE
01-0080-06	STIGLETS, TIM 7144	0/00/00	FINAL BILL	0	22.00CR	001	00185090	70.00CR	INVALID CK#/DATE
02-2070-04	ROTH, CONSTANCE N 7145	0/00/00	FINAL BILL	0	143.62CR	001	15867	70.00CR	INVALID CK#/DATE
						002	15867	140.00CR	
03-1330-14	WALLER, ZITA 7146	0/00/00	FINAL BILL	0	22.00CR	001	14797	70.00CR	INVALID CK#/DATE
03-2300-06	MARTIN, JERRE 7147	0/00/00	FINAL BILL	0	5.95CR	001	00215167	70.00CR	INVALID CK#/DATE
04-0350-00	JAUFRE, SUSAN 7148	0/00/00	FINAL BILL	0	52.00CR	001		40.00CR	INVALID CK#/DATE
						002		60.00CR	
04-1860-02	HARRIS, JOHN E 7149	0/00/00	FINAL BILL	0	191.45CR	001	10516	70.00CR	INVALID CK#/DATE
						002	10516	140.00CR	
						001	11653	70.00CR	
04-2410-09	RUTHERFORD, JANELLE 7150	0/00/00	FINAL BILL	0	22.00CR	001	00220067	70.00CR	INVALID CK#/DATE
06-4070-02	MARTIN, KIMBERLY L 7151	0/00/00	FINAL BILL	0	21.57CR	001	14824	70.00CR	INVALID CK#/DATE
06-4620-03	COCHRAN, ELIZABETH 7152	0/00/00	FINAL BILL	0	60.00CR	001	00217709	70.00CR	INVALID CK#/DATE
06-4790-18	OVERHOLT, RICHARD 7153	0/00/00	FINAL BILL	0	214.00CR	001	00233490	70.00CR	INVALID CK#/DATE
						002	00233490	140.00CR	
07-0100-13	PAGE, PHILLIP 7154	0/00/00	FINAL BILL	0	135.95CR	001	00142241	70.00CR	INVALID CK#/DATE
						002	00157931	140.00CR	
07-0490-00	WHEELDEN, IRMA 7155	0/00/00	FINAL BILL	0	22.00CR	001	8129	70.00CR	INVALID CK#/DATE
07-4090-00	HAIR, CONNIE & JEFF 7156	0/00/00	FINAL BILL	0	17.75CR	001	9336	70.00CR	INVALID CK#/DATE
07-5920-00	DEVASCONCELLOS, HARRY 7157	0/00/00	FINAL BILL	0	152.00CR	001	00060232	70.00CR	INVALID CK#/DATE
						002	38544	140.00CR	
09-1480-04	NEIL'S 7158	0/00/00	FINAL BILL	0	90.89CR	002	10533	140.00CR	INVALID CK#/DATE

*Carole Stump 12/17*

RECEIVED JUN 16 2017

B. L. Barber  
M9 06-20-17

Exhibit "E"  
June 22, 2017

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	MESSAGE
400-000-008-000	SOURCE NAME				AMOUNT				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				143.62CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				5.95CR				
400-000-008-000	METER DEPOSITS - FIRST				52.00CR				
400-000-008-000	METER DEPOSITS - FIRST				191.45CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				21.57CR				
400-000-008-000	METER DEPOSITS - FIRST				60.00CR				
400-000-008-000	METER DEPOSITS - FIRST				214.00CR				
400-000-008-000	METER DEPOSITS - FIRST				135.95CR				
400-000-008-000	METER DEPOSITS - FIRST				22.00CR				
400-000-008-000	METER DEPOSITS - FIRST				17.75CR				
400-000-008-000	METER DEPOSITS - FIRST				152.00CR				
400-000-008-000	METER DEPOSITS - FIRST				90.89CR				
400-000-030-019	UTILITY REFUNDS PAYABLE				1,173.18				

ERRORS: 30

\*\* END OF REPORT \*\*

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	AMOUNT	MESSAGE
400-000-008-000	METER DEPOSITS - FIRST				70.00CR					
400-000-008-000	METER DEPOSITS - FIRST				58.15CR					
400-000-008-000	METER DEPOSITS - FIRST				62.02CR					
400-000-008-000	METER DEPOSITS - FIRST				14.35CR					
400-000-008-000	METER DEPOSITS - FIRST				22.00CR					
400-000-008-000	METER DEPOSITS - FIRST				16.90CR					
400-000-008-000	METER DEPOSITS - FIRST				28.00CR					
400-000-008-000	METER DEPOSITS - FIRST				152.00CR					
400-000-008-000	METER DEPOSITS - FIRST				5.95CR					
400-000-008-000	METER DEPOSITS - FIRST				28.00CR					
400-000-008-000	METER DEPOSITS - FIRST				168.00CR					
400-000-008-000	METER DEPOSITS - FIRST				162.00CR					
400-000-008-000	METER DEPOSITS - FIRST				92.00CR					
400-000-008-000	METER DEPOSITS - FIRST				22.00CR					
400-000-008-000	METER DEPOSITS - FIRST				82.00CR					
400-000-008-000	METER DEPOSITS - FIRST				210.00CR					
400-000-008-000	METER DEPOSITS - FIRST				19.87CR					
400-000-008-000	METER DEPOSITS - FIRST				11.89CR					
400-000-030-019	UTILITY REFUNDS PAYABLE				1,225.13					

ERRORS: 36

\*\* END OF REPORT \*\*

**RECEIVED**  
6/21/17

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	DEPOSIT	AMOUNT	MESSAGE
01-4890-00	MERRIGAN, MARTHA G	7159	0/00/00	FINAL BILL	0	70.00CR	001 00094385	70.00CR	INVALID	CK#/DATE
01-5700-00	TONTI, MADELINE	7160	0/00/00	FINAL BILL	0	58.15CR	001 9401	70.00CR	INVALID	CK#/DATE
02-0580-04	ALARCON, RICHARD	7161	0/00/00	FINAL BILL	0	62.02CR	002 00165511	140.00CR	INVALID	CK#/DATE
02-2450-01	MARFINEZ, HENRY/HANK	7162	0/00/00	FINAL BILL	0	14.35CR	001 00248493	70.00CR	INVALID	CK#/DATE
02-2780-08	HALPHEN, JENNIFER	7163	0/00/00	FINAL BILL	0	22.00CR	001 00140249	70.00CR	INVALID	CK#/DATE
02-4700-18	DREYE, KEVIN	7164	0/00/00	FINAL BILL	0	16.90CR	001 00091690	70.00CR	INVALID	CK#/DATE
04-3910-05	ADAMS, DAVID	7165	0/00/00	FINAL BILL	0	28.00CR	001 16313	70.00CR	INVALID	CK#/DATE
05-0100-05	DRAKE IV, PAUL	7166	0/00/00	FINAL BILL	0	152.00CR	001 00180310	70.00CR	INVALID	CK#/DATE
06-0050-04	HELL, GEORGE R	7167	0/00/00	FINAL BILL	0	5.95CR	001 00241496	70.00CR	INVALID	CK#/DATE
06-4730-16	ADAMS, JESSE	7168	0/00/00	FINAL BILL	0	28.00CR	001 00221959	70.00CR	INVALID	CK#/DATE
07-1410-05	NOBLE BUILDERS INC	7169	0/00/00	FINAL BILL	0	168.00CR	001 00248140	70.00CR	INVALID	CK#/DATE
07-2760-04	EVANS, PATRICIA	7170	0/00/00	FINAL BILL	0	162.00CR	001 12044	70.00CR	INVALID	CK#/DATE
07-3390-00	CORR, MARK	7171	0/00/00	FINAL BILL	0	92.00CR	001 38476	40.00CR	INVALID	CK#/DATE
07-4800-06	REESE, JOHN JR/CLAIRE	7172	0/00/00	FINAL BILL	0	22.00CR	001 8748	70.00CR	INVALID	CK#/DATE
07-5860-04	HANEY, JULIE	7173	0/00/00	FINAL BILL	0	82.00CR	002 11014	140.00CR	INVALID	CK#/DATE
07-5870-01	MAGEE, BRUCE	7174	0/00/00	FINAL BILL	0	210.00CR	001 00240930	70.00CR	INVALID	CK#/DATE
09-0640-18	LICCIARDI, ANTHONY	7175	0/00/00	FINAL BILL	0	19.87CR	001 00212357	70.00CR	INVALID	CK#/DATE
09-4330-02	ANTIQUE ARCADE	7176	0/00/00	FINAL BILL	0	11.89CR	001 14208	70.00CR	INVALID	CK#/DATE

Stinkitt  
June 22, 2017

*[Handwritten Signature]*  
6/21/17

**POSTED**  
JUN 16 2017

BY: *[Handwritten Signature]*  
149 de-26-17

RECEIVED  
JUN 14 2017

BY: *let mail*  
*mb 6-20-17*



COLLECTION SERVICES AGREEMENT

This Collection Services Agreement (hereinafter, the "Agreement") is entered into and effective on this 10<sup>th</sup> day of June, 2017 by and between City of Bay St. Louis, Mississippi (hereinafter "Client") and Gila LLC d/b/a Municipal Services Bureau (hereinafter "MSB"). The Client, in accordance with all applicable municipal, state, federal laws, statutes, and codes and Mississippi Code Ann. 21-17-1(6) does hereby retain MSB to furnish collection services as defined herein.

**-RECITALS-**

Whereas, pursuant to Mississippi law, the Client desires to engage the services of a collection agency or a private attorney to collect any fine or installment of a fine; and

Whereas, the Client, upon evaluation of various collection services utilized by the Client in the State of Mississippi and in accordance with Mississippi Code Ann. 21-17-1(6) does hereby retain the Consultant to furnish collection services for all court related collections and delinquent garbage fees.

**1. General Requirements**

- A. **Scope.** Collection Services are sought by the Client for delinquent accounts owed by violators or defendants (hereinafter "Debtor") for justice court fines and court costs and related collections. Collection Services are sought by the Client for delinquent garbage fees.
- B. **Initial Transmission.** Initial transmission of information to MSB from the Client will include dates to be determined and agreed upon by the Client and MSB.
- C. **Data Format.** Format for information transmitted by the Client and information transmitted by MSB to the Client should be in the agreed format.
- D. **Information Communicated to Debtor.** The Client may review and provide comments regarding the content of all written collection notices to Debtors. MSB shall remain solely responsible for including debt collection language required by State and Federal law on all written notices and verbal communications.
- E. **Transmission of Payments by MSB.** MSB will electronically remit all full and partial payment information in the agreed format (see Article 2) once payment is received and verified. Payment information totals on the statement must match payment in the form of a check, monthly. In addition, MSB will be required to report the most recent mailing address of the Debtor and include this information in the daily transmission to the Client.

- F. **Client Warranties.** Client warrants that each account placed with MSB is legally owed and collectible in the jurisdiction at issue.
2. **Compensation.** MSB's total compensation (the "Fee") for services rendered hereunder shall be the collection fee authorized in accordance with the governing jurisdiction
- A. **Subject to the terms hereof,** Client shall collect the fees associated with the collection of these accounts, if they are allowable fees in the jurisdiction where MSB will collect said fees, and in no case to exceed the fees permitted by Mississippi law
- a. Be in addition to any Client-related collection fees and costs owed by the defendant/debtor;
  - b. Represent a pre-established legally allowable percentage equal to 18% of related collections from Mississippi resident accounts referred to MSB, and equal to 32% of related collections from foreign resident accounts pursuant to M.C.A. § 21-17-1(6), hereinafter "MSB's Fee," unless otherwise barred by applicable state or federal law. For purposes of determining the total amount owed the client for delinquent accounts it is anticipated that the client shall charge the statutorily authorized delinquent fee of 25% for in-state debtors and 50% fee for out-of state debtors as described in M.C.A. § 21-17-1(6). The total amount required to be paid by the debtor will be the original fine, fee, or assessment plus the additional delinquent fee. Satisfaction of the debt will not be accomplished until the entire debt is paid in full.
  - c. Represent all services performed by MSB, including but not limited to, all expenses incurred by MSB for its collection processes; and
  - d. Be considered a monetary obligation owed by the Debtor to Client, and shall under no circumstances be deemed an obligation of MSB (MSB's Fee being due from Client to MSB).
- B. **MSB's Fee** shall be allocated and paid to MSB as follows:
- a. On receipt of payment in full, MSB shall remit the entire amount collected to the client. Following remittance to the Client, MSB shall submit an invoice of MSB's Fee due to MSB.
  - b. On partial payments received from a Debtor the payments shall be distributed at 100% to the Client. Following remittance to the Client, MSB shall submit an invoice of the MSB's Fee due to MSB.
  - c. Client shall remit MSB's Fee within 30 days of receipt.

3. **Assignment.** The assignment hereunder of delinquent accounts by the Client to MSB is a limited, conditional, revocable assignment. As such, the Client retains full authority to revoke any account assignments at any time during the collection process in accordance with the conditions set forth in this Agreement.

4. **Revocation of Assignment - Conditions.**

A. **Without Cause.** No Monies Yet Paid to MSB. On accounts for which no money has been paid to MSB, the Client may in his sole discretion and without cause, revoke the assignment of an account by providing written notice pursuant to (Article 12 Paragraph L) of this Agreement titled "Notices". Upon receipt by MSB of Client notice of revocation of account assignment, MSB shall promptly:

- a. Cease all collection efforts on the revoked account;
- b. Not retain any subsequent payments on that account;
- c. Not change or require the Client or Debtor to pay any collection fee(s) on the revoked account; and
- d. Return the account to the Client.

B. **For Cause.** Erroneous Assignment or Client Action. Any error in data transmitted by the Client may result in revocation of an assignment. In addition, if the Client takes action resulting in dismissal of the debt, or takes other action for which the Client deems account revocation becomes necessary, the assignment will be revoked. Further, Client shall send written notice pursuant to (Article 11, Paragraph L) of this Agreement titled "Notices". Upon receipt by MSB of Client's notice of revocation of account assignment, MSB shall promptly:

- a. Cease all collection efforts on the revoked account;
- b. Not continue to retain any subsequent payments on that account;
- c. Return the account to the Client; and
- d. Not charge or require the Debtor to pay any collection fee(s) on the revoked account, and return to the payor all monies, if any, retained by MSB as its collection fee or any part thereof. However, the Client shall be responsible for returning to payor all monies, if any, transmitted to the Client by MSB for payment of financial obligations contained in this Agreement where appropriate.
- e. Any unpaid collection fee amount due to MSB from Client may be charged a late charge of one and one-half (1½) percent per month. This charge would automatically be computed beginning on the thirty-first (31st) day after the payment is due. Any unpaid remittances aging 90 days or greater may be offset from current months payments received, unless otherwise mutually agreed upon by both parties.
- f. Further, MSB reserves the right to return the account to Client for litigation or regulatory purposes.

5. **Direct Payment to the Client.**

- A. **Once MSB has received an account**, the Client shall direct any debtor to MSB to remit payment. If a debtor attempts to make payment at an office of the Client, the Client shall collect the total balance due, including legally allowable fees and shall remit payment of MSB's Fee within 30 days of receipt.

## 6. **Records Management.**

- A. **MSB understands** that the information pertaining to delinquent Debtors, which MSB will receive from the Client, is part of a debt collection record, and will permit access to such debt collection records only in accordance with applicable municipal, state, federal laws, statutes and codes pertaining to the debt collection industry governing said records. Client understands access to debt collection records may be compelled for inspection by state and federal debt collection regulators and that the force and timing of such compulsion may vary by jurisdiction. Further, MSB represents that it neither asserts nor retains any proprietary or other interest in any of such information received hereunder. MSB further understands that the Client remains the official custodian of these records.
- B. **MSB recognizes that integrity of the records** to which its employees, agents and subcontractors will have access under this Agreement is of paramount importance. Accordingly, MSB ensures that its employees, agents and subcontractors will not do anything to destroy, alter or compromise the records transferred to it by the Client.
- C. **MSB shall maintain and retain** all books, records, data via hardcopy or in electronic files and other related and relevant documentation related to this Agreement and the services performed hereunder for a minimum of three (3) years after the expiration of this Agreement or for as long as required by municipal, state, federal laws, statutes and codes that govern the debt collection industry within the applicable jurisdiction. MSB shall make such records available to Client during regular business hours for inspection and copying.

## 7. **Indemnification.**

- A. **MSB agrees** to indemnify, defend and save the Client harmless from and against any and all claims, demands, damages, liabilities and costs incurred by the Client, including reasonable attorney's fees arising out of conduct by MSB or its employees during the performance of its duties required pursuant to this Agreement.
- B. **The indemnified party** shall be permitted to participate in the defense and settlement of any lawsuit at no cost to the indemnified party. The indemnified party may retain, in its sole discretion and at its expense, separate counsel to represent the indemnified party. In the event of any conflict of interest necessitating separate defense counsel for the indemnified party and the indemnifying party, the indemnifying party shall remain responsible for payment of all reasonable fees and costs of the law firm representing the indemnified party; the indemnified and indemnifying parties shall agree to a mutually acceptable billing arrangement for such law firm. The indemnified party shall not compromise or settle any such claim

or litigation without the prior written consent of the indemnifying party, which consent will not be unreasonable withheld; provided, however, that if the indemnified party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the indemnifying party shall not settle or compromise such claim or litigation without the prior written consent of the indemnified party.

8. **Insurance Requirements.** For all periods during which this Agreement is in effect, MSB shall maintain insurance coverage in the forms and minimum coverage amounts set forth below:

- A. **Errors and Omissions/Professional Liability.** Coverage must be afforded under an "occurrence" form policy or "claims made" form in limits not less than \$1,000,000.00. It is required that "Errors and Omissions/Professional Liability" Insurance coverage be provided for all acts and omissions that occur during the term of the Collection Services Agreement. If this coverage is written on a "claims made" form, proof of extended reporting period coverage is required.
- B. **Performance Bond.** Pursuant to applicable Mississippi law, MSB shall provide a performance bond in the amount of \$50,000.00 to the Client.
- C. **Certificate of Insurance.** Certificates of all insurance/bonds required from MSB shall be filed with the Client as the certificate holder/beneficiary, before operations are commenced. The insurance indicated on the certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates and show Client as an additional insured.
- D. **If the initial insurance expires** prior to the completion of the work, renewal certificates and/or required copies of policies shall be furnished by MSB to the Client within seven (7) days of coverage expiration.

9. **Effective Date, Initial Term & Extended Terms.**

- A. **Effective Date.** This Agreement shall become effective on the day and year as specified above or upon execution of both parties.
- B. **Initial Term.** The initial term of this Agreement shall be for a period commencing with the Effective Date and continue through December 31, 2018.
- C. **Subsequent Extensions:** At the expiration of the Initial Term, if this Agreement is in full force and the parties have performed all terms and conditions thereof, and provided the Client has not given prior written notice to Consultant of its intention not to extend this Agreement, this Agreement shall be automatically extended upon the same terms and conditions as herein provided, for successive one (1) year terms until notice of termination or non-renewal is given as provided in this Agreement. Consultant agrees to give the Client ninety (90) days' notice prior to the renewal.

C. **Additional 120-Day Collection Period.** In the event of such termination, MSB may continue collection activity on previously assigned accounts for a period of 120 days from receipt of Client's notice of termination.

E. **Ongoing Procedures and Reports.** All procedures for money transmittal and reports related to these accounts shall remain operative:

- a. During this 120 day period; and
- b. For all times subsequent to the expiration of this 120 day period in the event MSB receives post-termination payments.

E. **Expiration of 120-Day Period.** Upon the expiration of this 120 day period, MSB shall:

- a. Cease all collection efforts and no longer be due collection fees on accounts assigned as a result of this Agreement;
- b. Forward to the Client any monies received at that time for accounts which had been assigned hereunder;
- c. Forward to the Client any monies received subsequently for accounts which had been assigned hereunder; and
- d. Return to the Client all assigned accounts.

F. **Final Accounting.** Within 30 days following the expiration of this 120 day period, MSB shall submit to the Client a final accounting of all assigned accounts for which a balance remains due.

G. **Under no circumstances** will any damages be paid as a result of termination hereunder.

10. **Breach.** The failure of either party to comply with any provision of this Agreement shall place that party in breach.

A. **Notice.** In the event of a breach of a material term of the Agreement by either party, the non-breaching party shall notify the breaching party in writing. Such notification shall make specific reference to the event, act or omission, which gave rise to the breach, as well as the provision of this Agreement to which such default pertains.

B. **Cure.** The breaching party shall be given seven (7) business days from receipt of such notification in which to cure the breach of this Agreement.

C. **Termination.** If the breach is not cured within the allotted time, the notifying party may terminate this Agreement. In the event of such termination, the provisions of Article 10 of this Agreement shall be followed.

D. **Non-waiver of Rights.** The failure of either party to exercise any right hereunder shall not be considered a waiver of such right in the event of any additional breach or noncompliance with the terms of this Agreement.

## 11. Miscellaneous Provisions.

- A. **ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY.** This Agreement supersedes all previous agreements, communications and understandings, oral or written, between the parties with respect to the subject hereof, except to the extent incorporated herein.
- B. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally. Amendments, supplements, changes and waivers shall be deemed effective and binding only if accomplished by a written instrument signed by both parties hereto.
- C. **Assignment.** No party may assign its duties or obligations under this Agreement, without written consent of the other party, to any person or entity, in whole or in part. In the event of an agreed-upon assignment, the parties understand that MSB shall remain liable for performance of the contractual provisions of this Agreement.
- D. **Authority.** The parties have all necessary legal capacity, right, power and authority to enter into, execute, deliver and be bound by this Agreement.
- E. **Compliance with Laws.** MSB shall comply with all applicable Federal and State laws, ordinances, regulations and requirements applicable to the work contemplated by this Agreement. MSB is familiar with all applicable federal, state and local laws, ordinances, code rules and regulations that may in any way affect the work hereunder.
- F. **Compromise and Settlement.** MSB shall not compromise or settle any delinquent account for less than the full amount owed or enter into installment payment plans with Debtors, unless otherwise directed in writing by the Client. If MSB receives only a portion of the debt due, it shall promptly remit upon request such partial payment to the Client in accordance with Article 3 of this Agreement.
- G. **Expenses.** Unless otherwise provided for in this Agreement, any expenses incurred by MSB, its employees, agents, and subcontractors including but not limited to air or other travel fare, automobile travel mileage, and food and lodging expenses are the responsibility of MSB.
- H. **Governing Law.** This Agreement and all transactions contemplated by this Agreement and all Exhibits thereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi.
- I. **No Legal Actions.** There is no demand, claim, suit, action, arbitration or other proceeding pending or threatened (or for which any basis exists) that in any way questions or jeopardizes (or could question or jeopardize) the ability of either party to enter to this Agreement or perform any of said party's obligations hereunder.
- J. **No Waiver.** The failure or delay of either party at any time to require performance

by the other of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.

K. **Performance.** The parties' execution and delivery of this Agreement and performance by each party of said party's respective obligations under this Agreement do not breach, and will not result in a breach or violation of, any agreement, lien, security interest or understanding or obligation to which said party is a party or by which said party is bound.

L. **Notices.** All notices, requests and other communications required under this Agreement shall be in writing and shall be faxed or mailed to the following:

**CLIENT**

City of Bay St. Louis, Mississippi  
Attn: Mayor Les Fillingame  
Bay St. Louis City Hall  
Bay St. Louis, MS 39183  
By Facsimile: (228) 466-5490

**GILA**

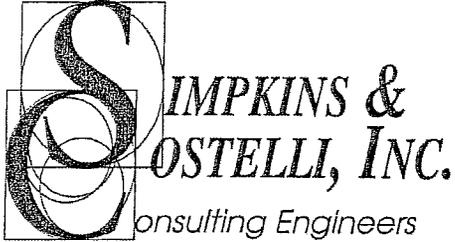
Gila LLC  
Attn: Jordan Freytag  
8325 Tuscany Way, Bldg. 4  
Austin, Texas 78759  
By Facsimile: (512) 371-9995

M. **Permits Laws & Regulations.** MSB shall obtain and pay for all necessary permits, permit application fees, licenses or any other fees required.

N. **Relationship of Parties.** In the performance of this Agreement, MSB will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the Client. MSB shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by MSB in the full performance of this Agreement. Neither MSB nor any of its employees, officers, agents or any other individual directed to act on behalf of MSB for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the employee of the Client.

O. **Severability.** If any provision of this Agreement or any other agreement entered into pursuant to this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible.

P. **Subcontractors.** Other than routine business functions (i.e., MSB's letter vendor), Consultant shall not subcontract, in whole or in part, its duties or obligations under this Agreement without prior written consent of the Client. In the event of an agreed-upon subcontract, the parties understand that Consultant shall remain liable for performance of the contractual provisions of this Agreement.



Civil - Structural

May 18, 2017

S&C 0912/3.9

Re: Bay St Louis Marina—Slab subsidence  
Bay St Louis, MS

Attn: Mr Dax Alexander, PE

Dear Mr Alexander:

Pursuant to our May 10, 2017 telecon with you, Trent Favre, Mayor Fillingame, and Jason Chiniche, I have reviewed our previous design of the sheet pile bulkhead that forms the south margin of the Marina and spoken with a representative of Southern Earth Sciences, Inc, Mobile, AL, Geotechnical Engineer for this project.

The sheet piling for the south wall were designed as cantilever members and, as such, have freedom to move laterally at the top. What has occurred is that the wall has moved approximately ½ inch to the south, which allowed a joint to open in the wall below the slab. Due to the absence of the specified filter cloth, soil was able to pass through the joint and undermine the support of the concrete slab. The filter cloth was provided in the design to prevent such a loss of foundation soil along the entire length of the wall.

The movement of the sheet pile wall is not unusually large and can be typical of cantilever sheeting. Some additional movement of a small amount is probable during the life of the wall, especially given the nature of periodic inundation by storms. It is my opinion that the wall is structurally sound as designed. As stated above, some minor movement is probable in the future.

The following is recommended for repairs:

1. Grout joint to fill the gap that has developed.
2. Filter cloth should be installed as originally designed.
3. Place and compact select fill.
4. Replace exterior concrete slab after repairs are complete.

Additionally, and as a belt and suspenders approach to limit future movement, drilling anchors (such as horizontal helical piles) or grouting anchors into the soil through the sheeting into the soil can be done. Alternatively, large stone rip rap can be placed at the base of the sheet piles to resist any outward motion of the sheets.

Mr Dax Alexander, PE  
May 18, 2017  
Page 2

S&C 0912/3.9

Simpkins and Costelli, Inc are prepared to assist in any way we can to accomplish the desired restoration of the wall and slab.

Sincerely yours,

A handwritten signature in black ink that reads "Michael R. Costelli". The signature is written in a cursive style with a large, prominent "M" and "R".

Michael R. Costelli, PE  
President

**Morreale Construction, LLC.**

23 Faith St.  
Waveland, MS

Phone (228)493-4878  
e-mail: [bmorreale@att.net](mailto:bmorreale@att.net)

**Change Order**

No. 02

**CUSTOMER:** Bay St. Louis  
688 HWY 90  
Bay St. Louis, MS 39520

**DATE:** May 19, 2017

**PROJECT NAME:** BSL Capital Improvements  
Drainage Phase 2

**PROJECT NO.:** 16-005

**DESCRIPTION:**

1. Place approximately 375 additional tons of asphalt, 1.5" thickness, on Beyer Drive per the contract documents.

**Total Cost of Change Order: \$48,750.00**

Original Contract Amount: \$181,930.00  
 Previous Changes: \$3,109.00  
 Contract sum Prior to This change Order Was: \$185,039.00  
 Contract Sum Will Be INCREASED: \$ 48,750.00  
**Revised Contract: \$233,789.00**

**RECOMMENDED:**

**ACCEPTED:**

**ACCEPTED:**

By: Xavon Chivich, P.E.  
Engineer

By: \_\_\_\_\_  
Owner (Authorized Signature)

BY: Brent  
Contractor

Title Project Manager

Title \_\_\_\_\_

Title Owner

Date 6.15.17

Date \_\_\_\_\_

Date 6-15-17

Approved by Funding Agency (If applicable)

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Pavement Markings Business Unit Price Quotation

Financial Services | 101 W. Prospect Ave, Suite 610M | Clevelan, OH 44115 | Phone: 216-515-8733 | Email: cfspricinggroup@sherwin.com

Quote		Contract	
Quote number:	1090	Contract ID (purchase_order_num)	
Sales Person:	Chris Poltrone	Mile Marker(s)	
Type:	Everyday Price Change	Mile Marker(s):	
Status:	Draft	Est. Total Purchase	
Date:	06/13/2017		
Start Date :	06/13/2017		
End Date :	07/28/2017		
Account Name		Job Name	
CITY OF BAY ST. LOUIS P.O. Box 2550 Bay Saint Louis, MS 39520 2284674226		CITY OF BAY ST. LOUIS P.O. Box 2550 Bay Saint Louis, MS 39520	

We are pleased to quote you as follows:

Quoted Line Item	Packaging	Quantity	30 Day Unit Price / Ext Price	UOM
ALAASHTO AL SPEC REFLECTIVE BEAD		4,000.00	\$0.60 \$2,400.00	LB
5.ITM2278-27 HL AL FD WB WHITE	Drum	220.00	\$13.00 \$2,860.00	GA
5.ITM2311-27 HOTLINE WATERBORNE ALABAMA YELLOW	Drum	110.00	\$13.00 \$1,430.00	GA

Grand Total			
			30 Day Total: \$6,690.00

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

**Notes:** Pricing is valid on orders shipped by 7/28/17. Freight is included in your pricing. Please let us know if you have any questions.

\*Payment terms are available upon approved credit

Sales Person: Chris Poltrone  
Address:  
City/State/Zip:  
Phone: 800-597-2929  
Email: HwylnsideSales@sherwin.com

F.O.B. Location: DESTINATION  
Freight Terms: PREPAID  
Terms: NET 30 DAYS

**NOTICE:** Please take notice that the quotation set forth above is for information purposes only, is not a contract or an offer to contract, and is subject to and conditioned upon acceptance by The Sherwin-Williams Company of an applicable purchase order. Pricing is subject to change without notice. The pricing and recommendations detailed in this proposal represent confidential information provided by The Sherwin-Williams Company to you, and by receipt of this quotation, you agree to not copy or share this quotation with others outside of your firm.

**Terms & Conditions of Sale:**

- NET 30 DAYS - from date of invoice.
  - \*\*Check must be received by Sherwin-Williams on or before the 30th calendar day from date of invoice.
-



6/16/2017

Vestil Guard Rail System — Buffer End Guard, 16in. High, Model# GR-BG | Safety Railing | Northern Tool + Equipment

**GET DOUBLE THE GIFT CARD ON ALL ORDERS OVER \$100!** **USE KEYCODE: 253375 UP TO \$200 VALUE!**

Free \$10 \$20 Gift Card with \$100 Order • Free \$25 \$50 Gift Card with \$250 Order  
 Free \$50 \$100 Gift Card with \$500 Order • Free \$100 \$200 Gift Card with \$1000 Order

[SEE DETAILS ▶](#)

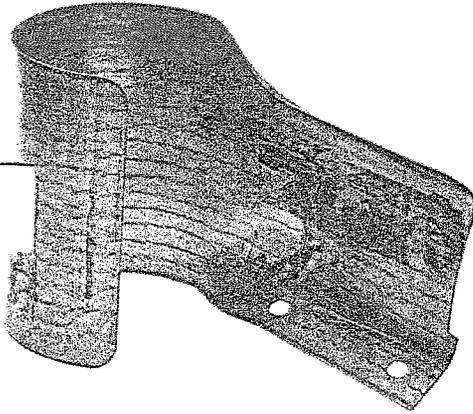


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TOOL + EQUIPMENT

NorthernTool.com | 1-800-838-0516 | Available Online Only

## Vestil Guard Rail System — Buffer End Guard, 16in. High, Model# GR-BG

Item# 855505 ★★★★★ New — [Write a Review](#)



Only \$99<sup>99</sup>

- For use with Item#s 855502, 855504, 855506, 855511, 855512, 855516, 855517, 855518, 855520, 855521, 855522, 855524, 855525, 855526 and 855527
- Pre-drilled holes for convenience

[View Shipping + Delivery Estimates](#)

### Product Summary

25 7/16in.L x 16in.H x 12 1/2in.D buffer end guard for Vestil guard rail systems. Adds 11 7/8in. to length.

### What's Included

(1) Spring post



### Features + Benefits

- For use with Item#s 855502, 855504, 855506, 855511, 855512, 855516, 855517, 855518, 855520, 855521, 855522, 855524, 855525, 855526 and 855527
- Pre-drilled holes for convenience

### Key Specs

Item#	855505	Includes	(1) End guard
Manufacturer's Warranty	1 month parts/no labor	OSHA Approved	Yes
Ship Weight	24.0 lbs	Material Type	Steel
Length (in.)	25 7/16	Finish Type	Galvanized
Overall Height (in.)	16	Mounting Hardware Included	No
Adjustable	No	Application	Buffer end guard
Outside Diameter (in.)	48		

### Compare with Most Popular Safety Railing

[http://www.northerntool.com/shop/tools/product\\_200386985\\_200386985](http://www.northerntool.com/shop/tools/product_200386985_200386985)

6/16/2017

Vestil Galvanized Guard Rail — 144in.L, Model# GR-12 | Safety Railing| Northern Tool + Equipment

**GET DOUBLE THE GIFT CARD ON ALL ORDERS OVER \$100!** **USE KEYCODE: 253375**  
**UP TO \$200 VALUE!**

Free \$20 \$20 Gift Card with \$100 Order • Free \$50 \$50 Gift Card with \$250 Order  
 Free \$100 \$100 Gift Card with \$500 Order • Free \$200 \$200 Gift Card with \$1000 Order

[SEE DETAILS ▶](#)



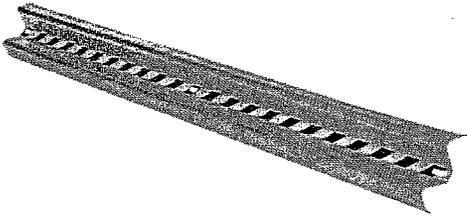
**NORTHERN**  
TOOL + EQUIPMENT

NorthernTool.com | 1-800-838-0516 | Available Online Only

## Vestil Galvanized Guard Rail — 144in.L, Model# GR-12

Item# 855518 ★★★★★ New — [Write a Review](#)

Adding this item to your Cart will qualify your order for a free \$20 Gift Card!



Only \$154<sup>99</sup>

- Requires 3 mounting posts
- Economical systems can be utilized indoors or outdoors
- Ideal for protecting corners of buildings and machinery from fork truck and vehicle damage
- Choose between one, two, or three rail high systems
- Tubular posts are machined for continuous or perpendicular rail mounting

[View Shipping + Delivery Estimates](#)

### Product Summary

This Vestil galvanized guard rail protects personnel and equipment both visually and physically.

#### What's Included

(1) Galvanized guard rail - straight



### Features + Benefits

- Requires 3 mounting posts
- Economical systems can be utilized indoors or outdoors
- Ideal for protecting corners of buildings and machinery from fork truck and vehicle damage
- Choose between one, two, or three rail high systems
- Tubular posts are machined for continuous or perpendicular rail mounting
- Rail mounting hardware included with post
- Floor mounting kit sold separately
- US D.O.T. guard rail mounting and I-beam posts available, contact factory

### Key Specs

Item#	855518	Includes	(1) Guard rail
Manufacturer's Warranty	1 month parts/no labor	OSHA Approved	Yes
Ship Weight	83.0 lbs	Material Type	Steel
Length (in.)	144	Finish Type	Galvanized
Overall Height (in.)	12	Mounting Hardware Included	No (sold w/mounting posts)
Adjustable	No	Application	Physically protect personnel and



**BAILEY LUMBER - BAY ST. LOUIS**

1075 HWY 90  
 BAY ST. LOUIS, MS 39520  
 Phone: (228) 467-3073  
 FAX: (228) 467-3968

**QUOTE**

Page: 1		Quote: <b>00127876</b>	
Special :		Time:	07:50:52
Instructions :		Ship Date:	06/19/17
		Invoice Date:	06/19/17
Sale rep #: 182 RHONDA KEITH	Acct rep code: 182	Due Date:	07/10/17
Sold To: MISC.QUOTES/MISSISSIPPI		Ship To: KENT	
( ) -		( ) -	
Customer #: 0030024		Customer PO:	
		Order By: C	

popball1

10TH  
T 182

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	Src/Extension
20.00		L	PC	TYP2060612	TREATED YELLOW PINE 6X6X12 #2	29.2200 PC	29.2200	M 584.40

Quote Expires 06/26/17

**QUOTE ONLY**

**3 - Customer Copy**

	Sales total	\$584.40
Taxable	584.40	
Non-taxable	0.00	
Tax #		
	Tax	40.91

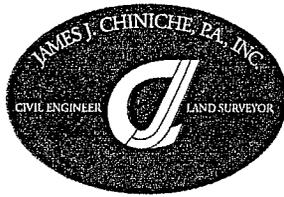
TBF: 720  
 Weight: 2851 lbs.

**TOTAL \$625.31**

This quote is designed solely to provide the Contractor/Customer with a rough estimate of the amount of material used in the given project. The material quote is based upon calculations or data provided by the Contractor/Customer, and such quote assumes, among other things, normal and typical building construction techniques. The actual amount of material used may vary from the material quote due to a number of factors. Consequently, NO REPRESENTATION OR WARRANTY HAS BEEN MADE THAT THE ACTUAL AMOUNT OF MATERIAL USED WILL NOT VARY FROM THE ESTIMATE.  
 Visit our web site:  
 baileylumber.com

**BSL Drainage Phase 2  
Central Ave Guard Rail Material List**

<b>Description</b>	<b>Vendor</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Vestil Galvanized Guard Rail - 144"L, Model# GR-12 Item# 855518	Northern Tool + Equipment	10	154.99	1549.9
Vestil Guard Rail System - Buffer End Guard, 16"H, Model# GR-BG Item# 855505	Northern Tool + Equipment	4	99.99	399.96
12' Pressure Treated 6X6	Lowes	20	34.27	685.4
			<b>Total</b>	<b>2635.26</b>



#### 6.20.17 BSL Council Update

- 1) OST Sidewalk Project
  - a) Waiting on all erosion control items to be removed from the project site
- 2) Capital Improvements Projects
  - a) Drainage Phase 1 Re-bid –
    - i) Easement needed on Nassau St. – owner has agreed to execution of easement and has notified us that he is working on it. Expect to have it returned to us this week.
  - b) Drainage Phase 2 (Central & Esplanade Culverts)
    - i) Pipe has been installed below Central Ave and flowable fill has been placed.
    - ii) Will begin culvert installation on Esplanade Ave on July 5, then proceed to Highland Dr. culvert
    - iii) Guard rail and timber post replacement material cost \$2,534.26 (See attached material quote).
    - iv) CO #2 for Beyer Drive Paving is attached for formal approval (See attached CO#2).
  - c) Paving Phase 2 – coordinating with Warren on Close Out/addressing work required to complete project
- 3) Public Works
  - a) BSL Main Drain 28
    - i) Coordinating ROE access with property owners and coordinating with Regulatory Agencies
    - ii) 27 total ROE's needed –
      - (1) 11 Verbal commitments
      - (2) 6 Non-Response (letters were mailed)
      - (3) 10 Signed
  - b) Misc. Drainage Issues
    - i) Seminary Sink Hole – Ground Penetrating Radar to locate exact location and depth of the pipe. See attached pdf.
  - c) Bayou View Drainage Issue – gathering information on history of drainage issue
- 4) Court St. / Downtown ADA Parking / Misc. Striping
  - a) Recommend payment for the Court St. Striping
  - b) Recommend obtaining quote on re-striping the downtown parking lot with 2 ADA spaces
  - c) Estimate Striping Costs- 4 drums white, 2 drums of yellow, 4,000 lbs. beads
    - i) \$6,690.00. See quote from Sherwin Williams
    - ii) \$5,700.00. See quote from PPG
- 5) FY 19 Tidelands Grant Application
  - a) Boat Launch on HWY 603
  - b) Pier 5
  - c) Fishing Pier Extension
- 6) BSL Harbor Warranty Item Repair
  - a) Design Engineer Recommendation. See attached information.

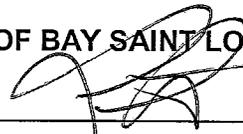
Exhibit "H"  
June 22, 2017

**BSL Drainage Phase 2  
Central Ave Guard Rail Material List**

<b>Description</b>	<b>Vendor</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Vestil Galvanized Guard Rail - 144"L, Model# GR-12 Item# 855518	Northern Tool + Equipment	10	154.99	1549.9
Vestil Guard Rail System - Buffer End Guard, 16"H, Model# GR-BG Item# 855505	Northern Tool + Equipment	4	99.99	399.96
12' Pressure Treated 6X6	Bailey Lumber & Supply	20	29.22	584.4
			Total	2534.26

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

BY:   
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE CITY OF BAY SAINT LOUIS, MISSISSIPPI**  
BY:   
Name: (Mayor)  
Date: 5/30/2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Q. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in performance under this Agreement, other than for delay in the payment of money due and payable hereunder, to the extent said failures or delays are proximately caused by causes beyond the party's reasonable control and occurring without its fault or negligence, including but not limited to, failure to perform any term or condition of the Agreement as a result of acts of civil or military authorities, national emergencies, acts of God, insurrection, and war, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, and provided the party experiencing difficulty provide, formulates and implements an interim plan of service or plan to resume its performance of the Agreement, and provided that the party experiencing the difficulty provides dates by which performance obligations are scheduled to be resumed and met.

IN WITNESS WHEREOF, the parties have caused this Collection Services Agreement between the Client and Gila LLC d/b/a Municipal Services Bureau to be executed for the uses and purposes therein expressed on the day and year first above-written.

**CITY OF BAY ST. LOUIS, MISSISSIPPI**

By: \_\_\_\_\_

Name: Les Fournier

Title: Mayor

**GILA LLC**

By: \_\_\_\_\_

Name: Bruce Cummings

Title: Chief Executive Officer

RECEIVED  
JUN 14 2017

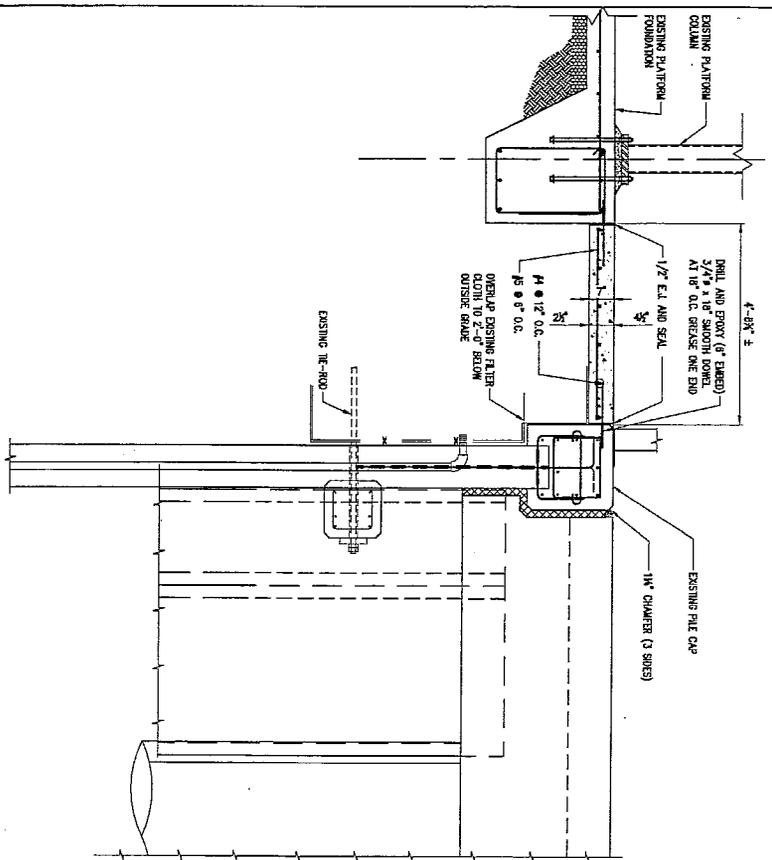
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*mtg 6-20-17*

## THE CITY OF BAY ST. LOUIS

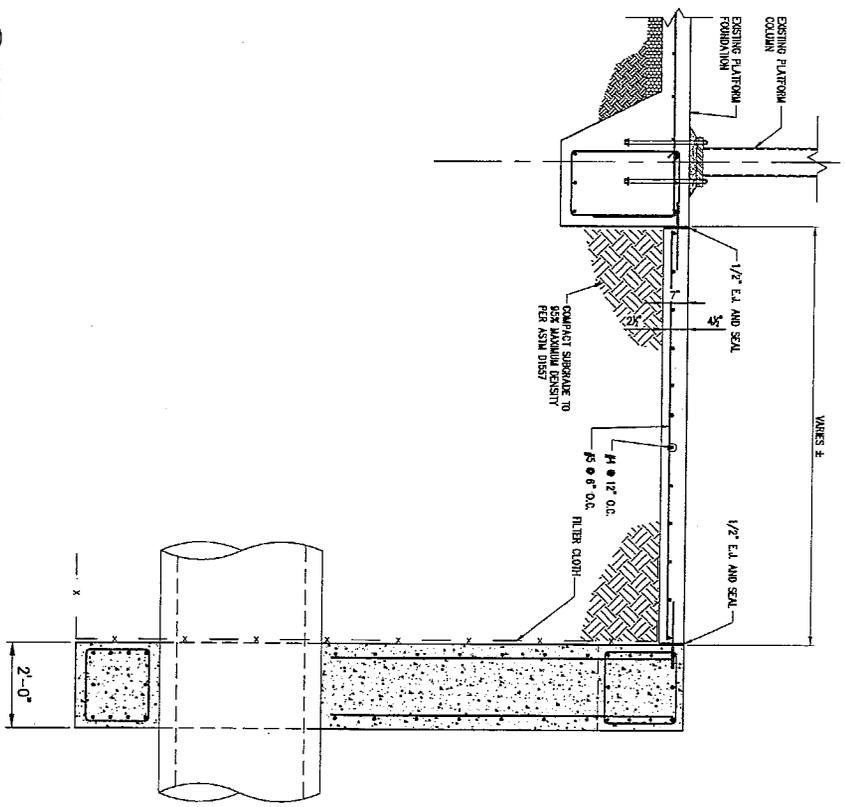
### CONTRACT ADDENDUM

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

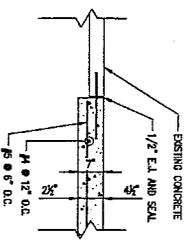
1. References. In this addendum, BSL will be understood to mean The City of Bay Saint Louis, Mississippi, as intended in the body of the Contract.
2. Negligence Liability:
  - a. BSL is a governmental entity pursuant to Mississippi law with sovereign immunity as modified by MISS. CODE ANN. § 11-46-1,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



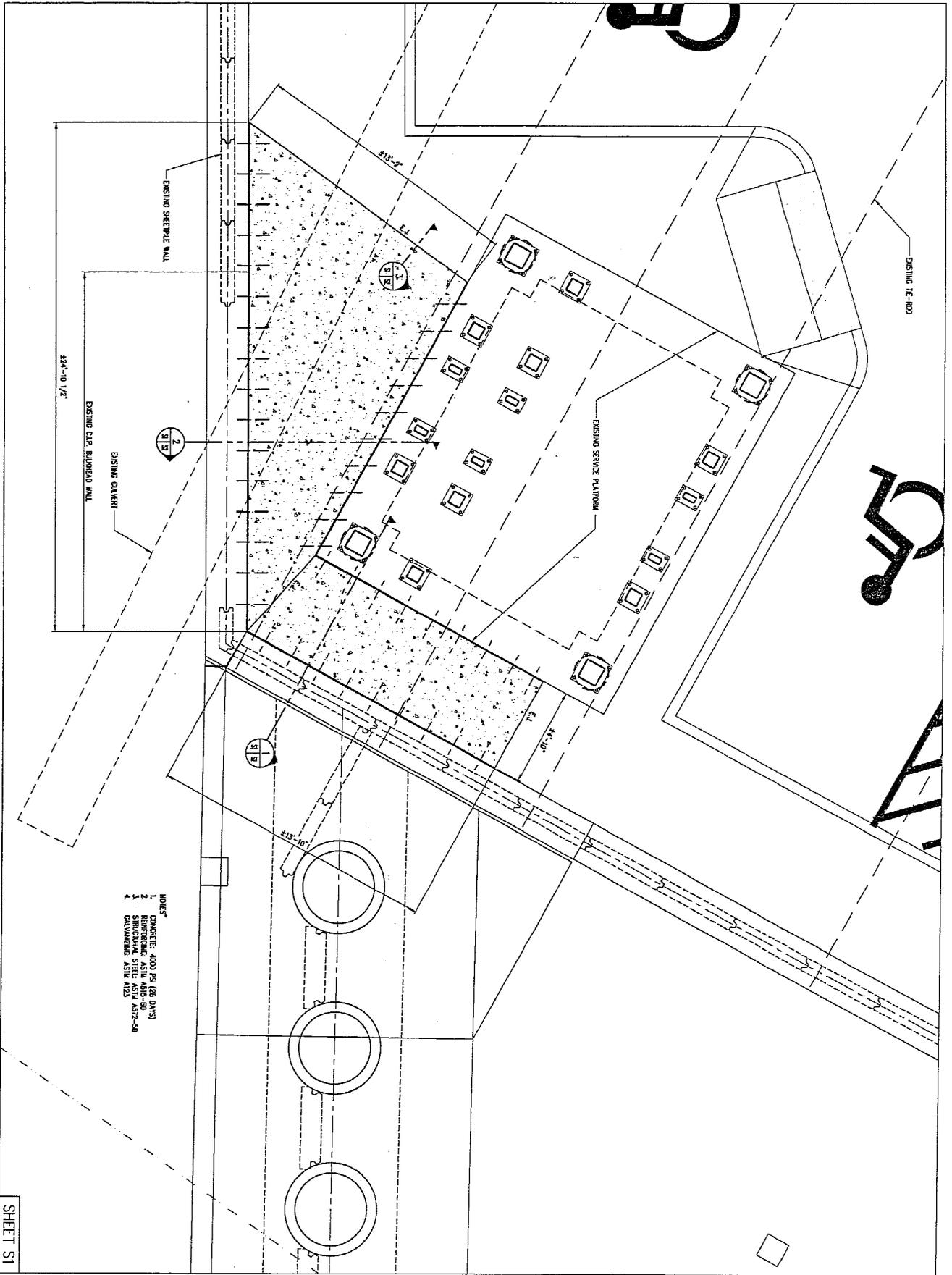
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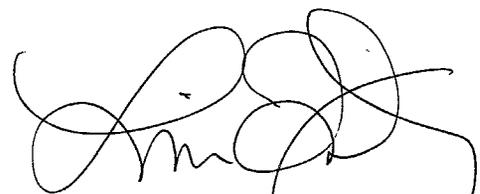


- NOTES
- 1. CONCRETE: 4000 PSI (28 DAYS)
  - 2. REINFORCEMENT: ASTM A631-08
  - 3. STRUCTURAL STEEL: ASTM A572-50
  - 4. DIMENSIONS: ASTM A123

SHEET 51

## RESCHEDULED MEETING NOTICE

The City of Bay Saint Louis City Council Meeting has been rescheduled to June 22, 2017 at 7:00 p.m. at 598 Main Street in the Conference Room.



LISA TILLEY  
CLERK OF COUNCIL

Exhibit "I"  
June 22, 2017

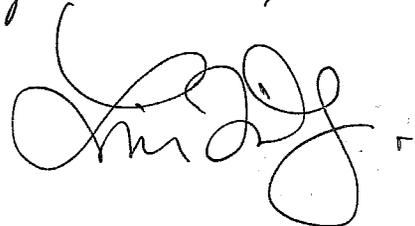
# NOTICE OF PUBLIC HEARING

THE HANCOCK COUNTY BOARD OF SUPERVISORS WILL CONDUCT A PUBLIC HEARING AT THE GOVERNMENT ANNEX MEETING ROOM ON JUNE 22, 2017 STARTING AT 4:00 P.M. TO CONSIDER APPROVING THE SOLID WASTE AMENDMENT REGARDING 'TRASH DOCTORS' AND AT 5:00 P.M. THERE WILL BE BOARD AND MAYORAL DISCUSSION REGARDING THE PROPOSED LIBRARY OPERATION AGREEMENT.

BLAINE LAFONTAINE, PRESIDENT  
BOARD OF SUPERVISORS  
HANCOCK COUNTY, MISSISSIPPI

BY: KATHLEEN BROOKS, D.C.  
ITS; 6/14

6-15-17 Forwarded to current City Council Members  
to future City Council Members



City Council Meeting  
Exhibit List – June 22, 2017

1. Exhibit "A": Cash Balances dated June 19, 2017 in the amount of \$3,037,989.92
2. Exhibit "B": Certification Letter dated June 22, 2017 for Docket of Claims #16-050 in the amount of \$291,068.61, Utility Refund Check Register #16-051 in the amount of \$716.12, Utility Refund Check Register #16-052 in the amount of \$1,173.18 and Utility Refund Check Register in the amount of \$1,225.13
3. Exhibit "C": Docket of Claims #16-050 dated June 20, 2017 in the amount of \$291,068.61
4. Exhibit "D": Utility Refund Check Register #16-051 dated June 12, 2017 in the amount of \$716.12
5. Exhibit "E": Utility Refund Check Register #16-052 dated June 12, 2017 in the amount of \$1,173.18
6. Exhibit "F": Utility Refund Check Register #16-052 dated June 12, 2017 in the amount of \$1,225.13
7. Exhibit "G": Executed Collection Services Agreement with Municipal Services Bureau (MSB)
8. Exhibit "H": City Engineer Council Update dated June 20, 2017
9. Exhibit "I": Rescheduled Meeting Notice and Hancock County Notice of Public Hearing
10. Exhibit "J": Exhibit List dated June 22, 2017
11. Exhibit "K": \_\_\_\_\_
12. Exhibit "L": \_\_\_\_\_
13. Exhibit "M": \_\_\_\_\_
14. Exhibit "N": \_\_\_\_\_
15. Exhibit "O": \_\_\_\_\_
16. Exhibit "P": \_\_\_\_\_