



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
CITY OF BAY ST. LOUIS**

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and the City of Bay St. Louis (hereinafter "BSL") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to BSL for the Citywide Sewer Rehabilitation Project ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of Four Million Dollars and No Cents (\$4,000,000.00). The BSL will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the BSL will complete the project which will include the inspection and lining of gravity sewer mains and manholes, the lining of all sewer pump stations, the rehabilitation of older lift stations, targeting areas of extraneous flow, and the addressing of structural defects. Preliminary design, cleaning, and CCTV inspection of the system are completed. Phase 2 repairs for a portion of the city are being finalized and will advertise for construction bids in July 2024; and,

WHEREAS, BSL's goal for the project is to provide for safe and efficient collection of wastewater for the City by rehabbing the sewer system, protecting the groundwater from contamination, preventing overflow of the drainage system, and decreasing runtime and wear and tear on the pumping station; and,

WHEREAS, the MDMR requests BSL maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

WHEREAS, BSL agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

WHEREAS, BSL agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

WHEREAS, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to BSL, on a reimbursement basis, for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND THE CITY OF BAY ST. LOUIS, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. This MOU shall be effective from July 1, 2026 to June 30, 2031 for a total of five (5) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

SECTION 3. MDMR, pursuant to GOMESA, shall provide funds received from Mississippi's allocation of GOMESA funding in an amount up to Four Million Six Dollars and No Cents (\$4,000,000.00) to BSL, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

SECTION 4. BSL shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDMR. BSL shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 5. BSL agrees to use all funds received from MDMR as allocated from GOMESA funding solely for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, BSL does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. BSL understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

SECTION 6. BSL agrees to comply with all applicable provisions of 2 C.F.R. § 200, *et seq.*, including § 200.501 which states that a non-Federal entity that expends One Million Dollars and No/100 (\$1,000,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

SECTION 7. BSL agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

SECTION 8. BSL agrees to maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

SECTION 9. BSL agrees to provide MDMR quarterly reports summarizing expenditure of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. BSL shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 10. BSL agrees to maintain copies of all invoices and documentation related

to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

SECTION 11. BSL shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 12. BSL understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to BSL in lieu of termination. If a Stop Work Order is issued, BSL agrees to adhere to its terms.

SECTION 13. This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

SECTION 14. Attached hereto as Attachment A and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by BSL. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

SECTION 15. Attached hereto as Attachment B and incorporated herein by reference is the budget for the Project submitted by BSL.

SECTION 16. Attached hereto as Attachment C and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment A and Attachment C, Attachment C will govern.


SECTION 17. All notices or information required or permitted to be given pursuant to this MOU shall be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For BSL:
City of Bay St. Louis
Attention: Mike Favre, Mayor
688 Hwy 90
Bay St. Louis, MS 39520
mfavre@baystlouis-ms.gov

For MDMR:
Mississippi Department of Marine Resources
Attention: Joe Spraggins, Executive Director
1141 Bayview Ave.
Biloxi, Mississippi 39530
Email: crystal.matta@dmr.ms.gov

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

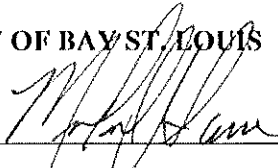
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

By:  _____
Joe Spraggins (Jun 1, 2026 14:49:24 EDT)

Joe Spraggins, Executive Director

Date: _____

CITY OF BAY ST. LOUIS

By:  _____

Mike Favre, Mayor

Date: 6-1-26



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Attachment A
GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2025

Submission ID: #202406191284

PROJECT SUMMARY

1. Title of Project

Bay St. Louis Citywide Sewer Rehabilitation Project

2. Location of Project

Bay St. Louis

3. Requesting Organization:

Bay Saint Louis

4. Requesting Agency Representative

a. Name: Mike Favre
b. Phone: (228) 466-5490
d. Email: mfavre@baystlouis-ms.gov
c. Address: 688 Highway 90

Bay St. Louis Mississippi

5. Funding Requested:

\$4000000

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

Yes

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

\$8500000

Source of Additional Funds:



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ARPA/MCWJ

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2025

Submission ID: #202406191284

8. Total Project Funds

\$12500000

9. Provide Brief Project Description/Overview:

The maintenance of the Bay Saint Louis sewer system is imperative to insure the prevention of overflow from the system to the ground and the surrounding drainage system. This project is to include the inspection and lining of gravity sewer mains and manholes, the lining of all sewer pump stations, the rehabilitation of older lift stations, targeting areas of extraneous flow, and addressing structural defects. Preliminary design, cleaning, and CCTV inspection of the system is completed. Currently, Phase 2 repairs for a portion of the city are being finalized and will advertise for construction bids in July 2024.

10. LIST Project Goals/Objectives:

Provide a safe and efficient collection of wastewater for the City of Bay Saint Louis by rehabbing the city's sewer system. Protecting the groundwater from contamination, prevent overflow of city's drainage system and decreased runtime and wear and tear on the pumping station.

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

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

Maintenance of the city's sewer will prevent potential contamination of groundwater from wastewater overflow from the system to the surrounding drainage system.

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

Protecting the groundwater mitigates the loss of fish, wildlife and natural resources.



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GOMESA PHASE II PROJECT FUNDING

Implementation of a federally-approved marine, coastal, or conservation management plan

Request for Funding FY2025

Submission ID: #202406191284

N/A

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

N/A

12. Project Timetable/Milestones:

Design and Planning - 3 months

Construction - 6 months

Closeout - 1 month

13. Project Timing

Short-term (3 year or less)



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GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2025

Submission ID: #202406191284

APPLICATION SUMMARY QUESTIONNAIRE

14. Current status of architectural/engineering plans & specifications for this project (if applicable):

Group 1:

In Progress

Group 2:

Funds not budgeted

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

Maintenance of the Bay Saint Louis sewer system is imperative to insure the prevention of overflow from the system to the ground. Prevention of this overflow protects the groundwater from contamination and prevents local flooding of the surrounding drainage system.

16. Estimated number of years to completion:

1

17. Estimated Completion Date:

11/30/2025

18. Prioritize If your agency has submitted multiple projects:

1



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2025

Submission ID: #202406191284

BUDGET

Category	Total
Salaries	
Travel	
Architecture & Engineering	400000
Legal	
Consulting	
Construction	3600000
Site Work	
Equipment	
Indirects	
Other	
Total	4000000

Attachments

I hereby certify under penalty of perjury that all information contained in this application packet is true and correct. I have not knowingly or intentionally provided any false information. I understand that a false statement on this application may be grounds for rejection of my application or termination of the award. In addition, a false statement may be punishable under applicable state or federal laws, which may also result in a fine and/or imprisonment.

I certify that the above referenced agency / entity has given me the authority to submit this application.

Name

Phone

Date

Mike Favre

228-466-5490

06/19/2024



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Attachment C

GOMESA Phase II Funding Project Selection Form

Applicant: Mike Favre - Mayor
First Name Last Name

Business/Agency: City of Bay St. Louis

Address: 688 Highway 90 - Bay St. Louis, MS

Phone: (228) 466-5490 Email: mfavre@baystlouis-ms.gov

Project Name: Citywide Sewer Rehabilitation Project

Anticipated Budget: 4000000.00 Anticipated Timeline: 7/1/2026 to 6/30/2029

Projects must meet at least one of the GOMESA criteria listed below. Please check all that apply. Additional justification may be requested.

Column A

- Coastal protection of natural resources
- Mitigation of natural or marine resources
- Conservation management
- Onshore infrastructure projects resulting from coastal damage

Column B

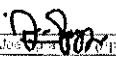
- Coastal restoration and resiliency efforts
- Ecological restoration

PROPOSED PROJECT NARRATIVE

The maintenance of the Bay Saint Louis sewer system is imperative to insure the prevention of overflow from the system to the ground and the surrounding drainage system. This project is to include the inspection and lining of gravity sewer mains and manholes, the lining of all sewer pump stations, the rehabilitation of older lift stations, targeting areas of extraneous flow, and addressing structural defects. Preliminary design, cleaning, and CCTV inspection of the system is completed. Currently, Phase 2 repairs for a portion of the city are being finalized and will advertise for construction bids in July 2024.

REQUIRED SIGNATURES

GOMESA Committee:

MDMR Committee Representative	<u></u> <small>Joe Smith (April 13, 2026 12:32:33 CDT)</small> <i>Signature</i>	Executive Director	April 13, 2026
		<i>Title</i>	<i>Date</i>
MDA Committee Representative	_____ <i>Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>
MDEQ Committee Representative	<u>Chris Welks</u> <small>Chris Welks (April 13, 2026 12:32:33 CDT)</small> <i>Signature</i>	Executive Director	April 13, 2026
		<i>Title</i>	<i>Date</i>

Signature: *W. Cork*
REG. OF GEOL. & MIN. IND.
Email: bcork@mississippi.org

Signature: *Chris Wells*
MISSISSIPPI STATE DEPT. OF ENV.
Email: cwells@mdeq.ms.gov



Sewer Rehab - Bay St. Louis

Final Audit Report

2026-06-01

Created:	2026-06-01
By:	Rick Kinnard (rick.kinnard@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMhQuQwGDgffYRHtU59WD9HB_RuL7Njj8

"Sewer Rehab - Bay St. Louis" History

-  Document created by Rick Kinnard (rick.kinnard@dmr.ms.gov)
2026-06-01 - 6:28:13 PM GMT
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature
2026-06-01 - 6:28:35 PM GMT
-  Email viewed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
2026-06-01 - 6:33:02 PM GMT
-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2026-06-01 - 6:49:24 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-06-01 - 6:49:24 PM GMT