8. BLIGHTED PROPERTY

a. 139 Dane Road, Dawn E. Sokol Property Owner 162Q-1-10-167.000 - Dilapidated Pilings/Overgrown (Tabled from the October 20, 2021 Meeting)

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

September 28, 2021

Dawn E Sokol
108 C Timber Lane
Bay St. Louis, MS 39520

USPS Tracking # 9114 9999 5638 5115 4785 96

RE: Notice of Violation
139 Dane RD
Waveland, MS 39576
Tax Parcel ID #162Q-1-10-167.000

Dear Ms. Sokol,

This office has received a complaint concerning the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure. The structure is in violation of Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." and Section 304.6 of the IPMC, states "All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration."

Therefore the structure, slab, or pilings are declared unsafe and is condemned and must be demolished and removed pursuant to the International Property Maintenance Code, 2018 edition, Section 110 Demolition which states, "The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgement after review is so deteriorated or dilapidated or has become so out of repair as to become dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure…."

The City is asking that you please take the above actions within fourteen (14) days of the date of this letter.

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Alderman on October 20th 2021, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave; Waveland MS 39576, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is an unsafe structure that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or

because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

Any persons directly affected by a decision of the Code Official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

M. Willis

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

Sep 1, 2021 at 10:30:14 AM
140 Dane Rd
Waveland MS 39576
United States

Sep 1, 2021 at 10:29:18 A
140 Dane R
Waveland MS 39576
United States

Sep 1, 2021 at 10:29:07 AM
140 Dane Rd
Waveland MS 39576
United States

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

October 4, 2021

Kenneth D Kientz II
10 Bay Parkway Apt #161
Bay St. Louis, MS 39520

USPS Tracking # 9114 9023 0722 4101 9607 24

RE: Notice of Violation
George Lane
Waveland, MS 39576
Tax Parcel ID #162F-1-04-113.001

Dear Mr. Kientz,

This office has received a complaint concerning the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure and overgrowth. The structure is in violation of Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." and Section 304.6 of the IPMC, states "All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration." and Section 302.4 of the IPMC, states "All premises and exterior property shall be maintained free from weeds or plant growth in excess of 16 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided: however, this term shall not include cultivated flowers and gardens."

Therefore, you are directed to cut down the overgrowth or remove the structure or slab. The structure or slab has been declared unsafe and is condemned and must be demolished and removed pursuant to the International Property Maintenance Code, 2018 edition, Section 110 Demolition which states, "The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgement after review is so deteriorated or dilapidated or has become so out of repair as to become dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure…."

The City is asking that you please take the above actions within fourteen (14) days of the date of this letter.

NOTICE OF HEARING

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If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

Aug 3, 2021 at 11:16:49 AM

Aug 3, 2021 at 11:17:01 AM

Sep 1, 2021 at 10:46:29 AM
George Ln
Waveland MS 39576
United States

Sep 1, 2021 at 10:46:43 A
George L
Waveland MS 3957
United States

b. 413 Surf St. 162J-0-10-265.000 Property Owner Bonnie J Schertler - Dilapidated House/Overgrown with an Unregistered Vehicle (Tabled from the October 20, 2021 Meeting)

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

September 30, 2021

Bonnie J Schertler
26409 Williamson Rd
Red Level, AL 36474

USPS Tracking #: 9114 9999 5638 5115 4786 57

RE: Notice of Violation
413 Surf St.
Waveland, MS 39576
Parcel #162J-0-10-265.000

Dear Ms. Schertler,

This office has received a complaint concerning the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure. The structure is in violation of Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." and Section 304.6 of the IPMC, states "All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration." And Section 302.8 Motor Vehicles therein states, "Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled."

Therefore the unregistered vehicle/vehicles must be removed and the structure is declared unsafe and is condemned and must be demolished and removed pursuant to the International Property Maintenance Code, 2018 edition, Section 110 Demolition which states, "The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgement after review is so deteriorated or dilapidated or has become so out of repair as to become dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure…."

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If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

September 10, 2021

Bonnie J Schertler
413 Surf St.
Waveland, MS 39576

USPS Tracking #: 9114 9012 3080 3980 6532 66

RE: Notice of Violation
413 Surf St.
Waveland, MS 39576
Parcel #162J-0-10-265.000

Dear Ms. Schertler,

This office has received a complaint concerning the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure. The structure is in violation of Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." and Section 304.6 of the IPMC, states "All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration." And Section 302.8 Motor Vehicles therein states, "Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled."

Therefore the unregistered vehicle/vehicles must be removed and the structure is declared unsafe and is condemned and must be demolished and removed pursuant to the International Property Maintenance Code, 2018 edition, Section 110 Demolition which states, "The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgement after review is so deteriorated or dilapidated or has become so out of repair as to become dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure…."

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If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

May 20, 2021 at 3:26:30 PM
413 Surf S
Waveland MS 39576
United States

May 20, 2021 at 3:26:31 PM
413 Surf S
Waveland MS 39576
United States

May 20, 2021 at 3:26:22 PM
413 Surf S
Waveland MS 39576
United States

c. 536 Margie Street, Property Owner Antoinette Massey

AFFIDAVIT REGARDING ADDRESS/PARCEL NO.
1536 Margie St./ 138Q-0-34-098.000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
CITY OF WAVELAND

BEFORE ME, the undersigned authority authorized to administer oaths in the aforesaid jurisdiction, on this day personally appeared Mr. Josh Hayes, Code Enforcement Officer, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That he, Mr. Josh Hayes, Code Enforcement Officer for the City of Waveland, Mississippi;
2. That in such capacity, he is responsible for and has accomplished the following for the above property and parcel(s):

A. Providing notice to the property owner, Antoinette Massey, by U.S.P.S. Regular and Delivery Confirmation to the **address of the subject property** two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
   a) Copy of the addressed envelope and/or delivery confirmation attached hereto as Exhibit "A"
   b) Copy of the notice attached hereto as Exhibit "B"
B. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation to the **address where the ad valorem tax notice** for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
   c) Copy of the ad valorem addressed envelope and/or delivery confirmation attached hereto as Exhibit "C"
   d) Copy of email from the Hancock County Tax Assessor's Office regarding the current ad valorem address attached hereto as Exhibit "D"
C. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address of the subject property two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
D. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address where the ad valorem tax notice for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
E. **Posting of notice** of public hearing for at least two weeks before the date of the hearing **on the property** or parcel(s) of land alleged to be in need of cleaning; and
   e) Copy of the posting public notice attached hereto as Exhibit "E"
F. **Posting of notice** of public hearing for at least two weeks before the date of the hearing at **City Hall**; and
G. Taking **current photographs** of the property and parcel(s) to determine the state of the property in its then condition on the date of the public hearing; and

f) Copy of the property pictures attached hereto as Exhibit "F" - Exhibit "F" containing 3+ number of pictures taken on the dates of 11/10/2021.

H. Attempting to make contact with the property owner prior to the formal process of MS Code Ann. Section 21-19-11 to allow the property owner the opportunity to clean the subject property without City intervention.

g) Copy of Notes of Code Enforcement Officers prior attempts and communications with property owner attached hereto as Exhibit "G"

Josh Hayes, Code Enforcement Officer, Affiant

Sworn to and subscribed before me on this the 10 day of November 2021, 2021.

Hannah McCraney
Notary Public

- My Commission Expires -

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 290490
HANNAH McCRANEY
Commission Expires
April 11, 2025
HANCOCK COUNTY

Exhibit "A"

Oct 25, 2021 at 4:52:27 PM
115–119 US-90 E
Bay Saint Louis MS 39576
United States

USPS Tracking®

Exhibit "A"

Track Another Package +

Tracking Number: 9114902307224101960885

Remove ×

Your item was delivered in or at the mailbox at 11:56 am on October 28, 2021 in GOLDEN, CO 80401.

Delivered, In/At Mailbox

October 28, 2021 at 11:56 am
GOLDEN, CO 80401

Feedback

Text & Email Updates

Tracking History

October 28, 2021, 11:56 am
Delivered, In/At Mailbox
GOLDEN, CO 80401
Your item was delivered in or at the mailbox at 11:56 am on October 28, 2021 in GOLDEN, CO 80401.

October 28, 2021, 6:00 am
Arrived at Post Office
GOLDEN, CO 80401

October 27, 2021, 3:53 am
Arrived at USPS Regional Facility
DENVER CO NETWORK DISTRIBUTION CENTER

October 26, 2021, 12:55 am
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

October 25, 2021, 11:11 pm
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

Product Information

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

Exhibit "B"

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

October 25, 2021

Antoinette Massey
809 Union St
Lakewood, CO 80401

USPS Tracking #: 9114 9023 0722 4101 9608 85

RE: Notice of Violation
1536 Margie St.
Waveland, MS 39576
Parcel #138Q-0-34-098.000

To Whom It May Concern:

After receiving a complaint an inspector visited the property and found it to be in violation of the 2018 International Property Maintenance Code as adopted by the City of Waveland. Section 302.1 of the IPMC, Exterior Property Area which states, "Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition." and Section 302.4 of the IPMC, states "All premises and exterior property shall be maintained free from weeds or plant growth in excess of 16 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided: however, this term shall not include cultivated flowers and gardens.".

Therefore, you are directed to clean the exterior area and cut overgrowth within fourteen (14) days from the date of this letter. Since this is the third letter regarding the same issues and no contact has been made, we will not follow the citation process the matter will be brought before the Board of Alderman at a city hall meeting.

The City is asking that you please take the above actions within fourteen (14) days of the date of this letter.

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Alderman on November 17th 2021, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave; Waveland MS 39576, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in an unsafe condition that is found to be dangerous to the life, health, property or safety of the public or occupants of the surrounding area by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such property contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication

will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

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If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

Exhibit "C"

Oct 25, 2021 at 4:52:27 PM
115–119 US-90 E
Bay Saint Louis MS 39576
United States

USPS Tracking®

Exhibit "C"

Track Another Package +

Tracking Number: 9114902307224101960885

Remove ×

Your item was delivered in or at the mailbox at 11:56 am on October 28, 2021 in GOLDEN, CO 80401.

Delivered, In/At Mailbox

October 28, 2021 at 11:56 am
GOLDEN, CO 80401

Feedback

Text & Email Updates

Tracking History

October 28, 2021, 11:56 am
Delivered, In/At Mailbox
GOLDEN, CO 80401
Your item was delivered in or at the mailbox at 11:56 am on October 28, 2021 in GOLDEN, CO 80401.

October 28, 2021, 6:00 am
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GOLDEN, CO 80401

October 27, 2021, 3:53 am
Arrived at USPS Regional Facility
DENVER CO NETWORK DISTRIBUTION CENTER

October 26, 2021, 12:55 am
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

October 25, 2021, 11:11 pm
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

Product Information

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

Exhibit "D"

Makesi Willis

From: Sandra Hoda <Sandra.Hoda@co.hancock.ms.us>
Sent: Wednesday, November 10, 2021 10:34 AM
To: Makesi Willis
Subject: RE: Confirmation of Owner

STILL SHOW THEM AS OWNERS AND WE MAIL THEIR BILLS TO THE ADDRESSES SHOWN.

From: Makesi Willis [mailto:MWillis@waveland-ms.gov]
Sent: Wednesday, November 10, 2021 10:22 AM
To: Sandra Hoda <Sandra.Hoda@co.hancock.ms.us>
Cc: Josh Hayes <jhayes@waveland-ms.gov>
Subject: Confirmation of Owner

Caution: External email.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you please confirm that these are the current owners?

Parcel Number: 138Q-0-34-098.000
Owner Name: MASSEY ANTOINETTE ETAL
Owner Address: 1536 MARGIE ST
Owner City, State ZIP: WAVELAND, MS 395760000
Physical Address: 1536 MARGIE ST

And

Parcel Number: 138Q-0-34-097.000
Owner Name: GILLAN BETTY B
Owner Address: 1544 MARGIE ST
Owner City, State ZIP: WAVELAND, MS 39576
Physical Address: 1544 MARGIE ST

Makesi Willis
City Of Waveland Building and Zoning Dept.
Code Enforcement- Blighted Properties Clerk
228-466-2549

CITY OF
WAVELAND
HOSPITALITY CITY

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Exhibit "E"

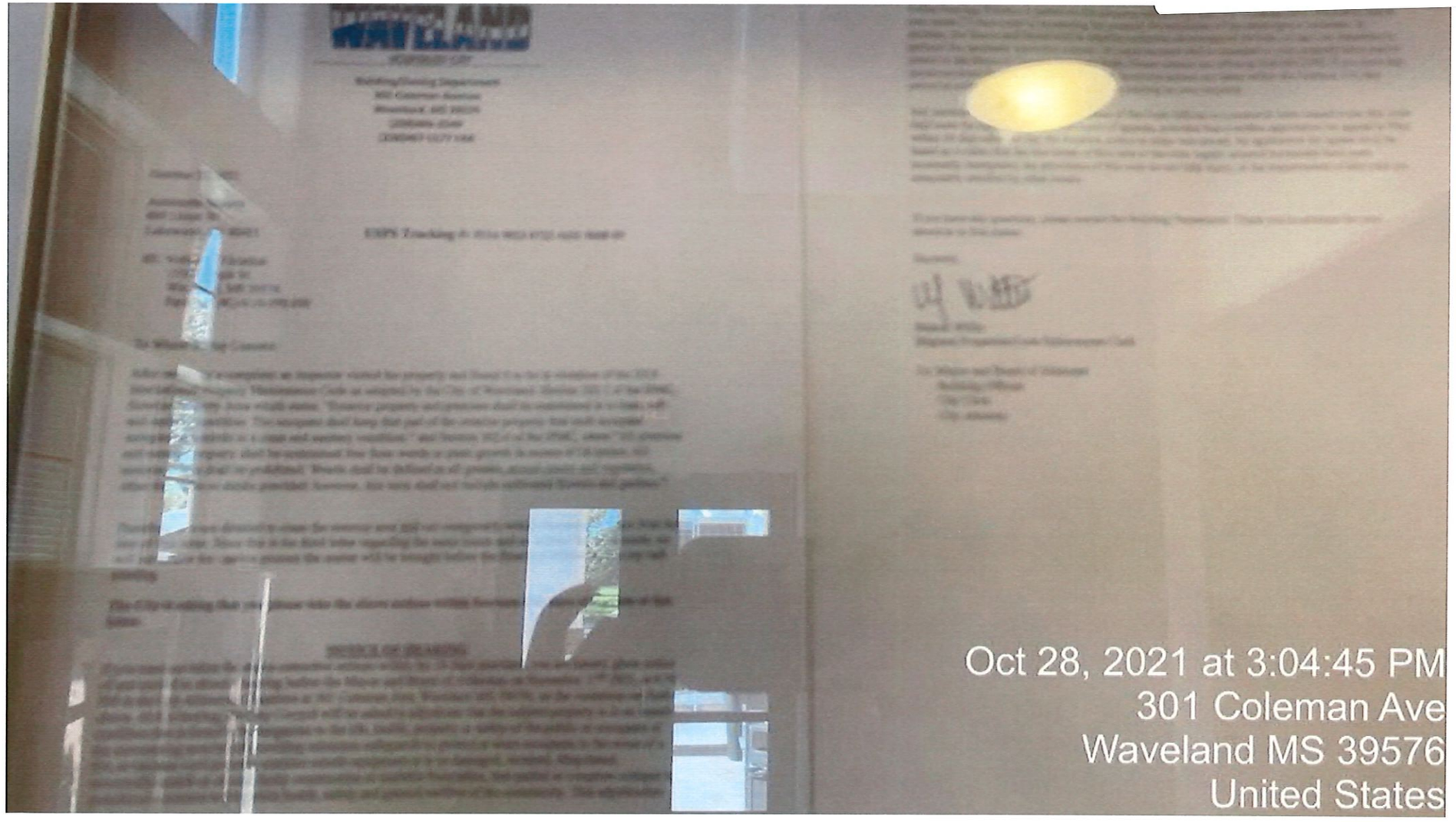
Oct 28, 2021 at 3:04:45 PM
301 Coleman Ave
Waveland MS 39576
United States

Exhibit "E"
Oct 28, 2021 at 3:30:05 PM
1536 Margie St
Waveland MS 39576
United States

Exhibit "F"

Nov 10, 2021 at 11:33:43 AM
1536 Margie St
Waveland MS 39576
United States

Exhibit "F"

Nov 10, 2021 at 11:33:20 AM
1536 Margie S
Waveland MS 39576
United States

Exhibit "F"

Nov 10, 2021 at 11:33:40 AM
1525 Margie St
Waveland MS 39576
United States

Exhibit "G"

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

October 1, 2021

Antoinette Massey
809 Union St
Lakewood, CO 80401

USPS Tracking #: 9114 9999 5638 5115 4786 71

RE: Notice of Violation
1536 Margie St.
Waveland, MS 39576
Parcel #138Q-0-34-098.000

To Whom It May Concern:

After receiving a complaint an inspector visited the property and found it to be in violation of the 2018 International Property Maintenance Code as adopted by the City of Waveland. Section 302.1 of the IPMC, Exterior Property Area which states, "Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition." and Section 302.4 of the IPMC, states "All premises and exterior property shall be maintained free from weeds or plant growth in excess of 16 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided: however, this term shall not include cultivated flowers and gardens.".

Therefore, you are directed to clean the exterior area and cut overgrowth within fourteen (14) days from the date of this letter. If the violation is not corrected in the allowable time given, a citation will be issued and you will be given a date to appear at the City's Municipal Court. If the City's Municipal Court determines you in violation of this ordinance, you could be found guilty of misdemeanor and sentenced up to 30 days in jail and a $1,000.00 fine per day for each violation and/or a public hearing may be scheduled with the Mayor and Board of Alderman to declare the property a public hazard or nuisance in accordance with MS Code Section 21-19-11.

Any persons directly affected by a decision of the Code Official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

If you have any questions, please contact the Building Department. Thank you for your attention to this matter.

Sincerely,

Makesi Willis
Code Enforcement/Blighted Properties Clerk
Cc: Mayor and Board of Alderman, Building Official, City Clerk and City Attorney

Exhibit "G"

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

July 20, 2021

Antoinette Massey
1536 Margie St.
Waveland, MS 39576

USPS Tracking #: 9114 9023 0722 4101 9609 91

RE: Notice of Violation
1536 Margie St.
Waveland, MS 39576
Parcel #138Q-0-34-098.000

To Whom It May Concern:

After receiving a complaint an inspector visited the property and found it to be in violation of the 2018 International Property Maintenance Code as adopted by the City of Waveland. Section 302.1 of the IPMC, Exterior Property Area which states, "Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition." and Section 302.4 of the IPMC, states "All premises and exterior property shall be maintained free from weeds or plant growth in excess of 16 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided: however, this term shall not include cultivated flowers and gardens.".

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RITY® FLAT RATE ENVELOPE
ONE RATE ★ ANY WEIGHT*
IL ★

UNITED STATES POSTAL SERVICE

USPS TRACKING #

9114 9023 0722 4101 9609 91

Label 400 Jan. 2013
7690-16-000-7948

Exhibit "G"

1536 Margie St.
Waveland, MS 39576

Vac

-R-T-S- 39576-RFS-1N *91 07/29/21
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
RETURN TO SENDER

RES

ts, the maximum weight is 4 lbs.

EP14H July 2013 Outer Dimension: 10 x 5

of Waveland
Coleman Ave.
ınd, MS 39576

GULFPORT MS 395
20 JUL 2021 PM 2 T

NEOPOST FIRST-CLASS MAIL
07/16/2021
US POSTAGE $000.510

ZIP 39576
041L10429081

Antoinette Massey
1536 Margie St.
Waveland, MS 39576

NIXIE 392 DE 1 0007/24/21
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

BC: 39576412301 *0766-21936-20-38

VAC
39576>4123
3957682419

Exhibit "G"

Important:

ONLINE REPORT

This is NOT a CONSUMER REPORT and does not constitute a "consumer report" under the Fair Credit Reporting Act ("FCRA"). This report may not be used to determine the eligibility for credit, insurance, employment or any other purpose regulated under the FCRA.

This system may be used only in accordance with your Subscriber Agreement, the Gramm-Leach-Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA") and all other applicable laws. User agrees to having knowledge of all applicable laws pertaining to the usage of data. User accepts all responsibility civilly and criminally for any use of this system.

Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

Comprehensive Report

Comprehensive Report
Date: 09/29/2021

Reference ID: **NONE**

Report Legend
D - Deceased Person

Relatives
S > - 1st Degree of Separation
S >> - 2nd Degree of Separation
S >>> - 3rd Degree of Separation

Subject Information

(Best Information for Subject)

Name: ANTOINETTE MARIE MASSEY (04/24/1992 to 08/04/2021)
Name: ANTOINETTE MARIE JACKSON (08/01/2007 to 07/11/2017)
Name: AL I MASSEY (08/01/2007 to 06/30/2017)
Name: ALONZO I MASSEY (08/01/2007 to 06/30/2017)

Date of Birth: **12/12/1960**, Born 60 years ago
Gender: **Female**
SSN: 024-50-6236 issued in **MASSACHUSETTS** between **1973-1974**

No answer voicemail left
Jim

Other Individuals Observed with shared SSN:
DANIELLE MASSEY **XXX-XX-6236**

Other Names Associated with Subject
A MASSEY(08/01/2007 to 06/30/2017)
ANTIONETTE M MASSEY(04/24/1992 to 08/30/2007)
ANTOINETTE MARIA MASSEY

Other DOBs Associated with Subject
Date of Birth: **XX/1960**
Current Age: **60**

Possible Phones Associated with Subject:
(714) 353-0768 (PT) (Mobile) (86%)
(720) 227-2755 (MT) (Mobile) (72%)
(815) 718-5071 (CT) (Mobile) (72%)
(720) 227-5586 (MT) (Mobile) (70%)
(714) 228-0575 (PT) (LandLine) (66%)
(720) 257-1198 (MT) (Mobile) (66%)
(714) 356-0768 (PT) (Mobile) (66%)
(303) 862-5678 (MT) (LandLine) (66%)
(714) 220-0252 (PT) (LandLine) (66%)
(720) 285-9861 (MT) (Mobile) (66%)
(303) 274-6647 (MT) (LandLine) (66%)
(303) 327-6647 (MT) (LandLine) (66%)
(818) 251-2254 (PT) (LandLine) (66%)
(252) 652-7712 (ET) (VoIP) (11%)
(562) 430-1543 (PT) (LandLine) (3%)

Called 10/5/21 mw

Called 10/6/21 mw

Indicators

Bankruptcies: **No**
Liens: **Yes**
Judgments: **No**
Properties: **Yes**
Corporate Affiliations: **Yes**
Criminal/Traffic: **No**
Global Watch Lists Match: **No**

Email Addresses Associated with Subject
alonzomassey@aol.com (100%)
lyricsfromme2u@yahoo.com (100%)
todaywait@yahoo.com (100%)
alonzomassey@yahoo.com (100%)
alonzomassey@hotmail.com (100%)
rawknroll89@yahoo.com (100%)
alonzomassey@ameritrade.com (100%)
todaywait@aol.com (74%)
todaywait@gmail.com (71%)
amasseyiii@yahoo.com (40%)
dmassey2468@yahoo.com (40%)

Potential Subject Photos (None Found)

Possible Criminal Records (None Found)

Possible Employers (2 Found)

Business Name: **LAS VIRGENES MUNICIPAL WATER (1990 to 05/07/2020)** [View Business Record]
Phone: **(818) 251-2100 (PT) LAS VIRGENES MUNICIPAL WATER**
Address: **4232 LAS VIRGENES RD, CALABASAS, CA 91302 (LOS ANGELES COUNTY)**

9. CONSENT AGENDA (a - aa)

a. Motion to approve the Permits Report for October 2021, as submitted.

CITY OF WAVELAND - MONTHLY PERMI PERMIT REPORT 0CTOBER 2021

(October 1st - 31st, 2021)

	# OF PERMITS	TTL. VAL.	RESIDENTIAL**	VALUATION	COMMERCIAL	VALUATION
PERMIT MD *	36	**$274,195.00**	31	$229,195.00	5	$45,000.00
TOTAL	36	**$274,195.00**	31	$229,195.00	5	$45,000.00

0 NEW NEW SINGLE FAMILY RESIDENCE	**VALUATION**	**$0.00**

* PERMIT MD IS THE PERMIT SYSTEM SOFTWARE

** INCULUDES PERMITS RELATED TO NEW CONSTRUCTION, RENOVATIONS, REMODELING, ACCESSORY BUILDINGS, FENCES, ELECTRICAL, PLUMBING/GAS, MECHANICAL, POOLS, FLOODPAIN DEVELOPMENT, BONFIRES, TREE REMOVAL and CHANGE OF OCCUPANCIES)

b. ~~Motion to spread on the minutes the Revenue and Expense Report for October 2021.~~

Comptroller will present in December

c. Motion to spread on the minutes the Court Statistics Reports for the month of October 2021.

November 3, 2021

OCTOBER 2021

AMS

OCTOBER 2021: $1,121.76

NCOURT

Total Paid: $8,501.35

Adjustments: $0.00

Fines: $8,501.35

PAID TO/COLLECTED BY COURT

$18,641.40

Paid through ASAP: $0.00

TOTAL: $28,264.51

RETAINED BY CITY: $ 13,077.86

BREAKDOWN BY GENERAL LEDGER ACCOUNT

Paid to: Interlock Device Fund $50.00

Paid to: Municipal Court Collections $75.00

Paid to: State Treasury $10,893.93

Paid to: State Dept. Public Safety $595.00

Paid to: City of Waveland – Hancock Co. Law Library $109.50

Paid to: State Treasury – Crimestoppers $126.00

Paid to: City of Waveland – Fine/Court Notice $9,546.09

Paid to: City of Waveland – Admin. Fee $3,531.77

Paid to: Restitution $590.97

Paid to: Cash Bonds $4,695.50 (September)

Paid to: Cash Bond Refunds $119.50

Paid to: Miscellaneous $0.00

CITY OF WAVELAND MUNICIPAL COURT
MONTHLY SETTLEMENT RECAP FOR: 10/ 1/2021 THRU 10/31/2021

CODE	AMOUNT	GL-ACCT	Description
FINE	9421.09	001000330	FINE
CC	38.50	001000138	COURT CONSITUENTS
TVA	5330.19	001000138	TVA
LL	109.50	001000140	LAW LIBRARY
ADMIN	3531.77	001000332	ADMINISTRATIVE FEE
WIRELESS	595.00	001000139	WIRELESS COMMUNICATION
UMI	2483.50	001000138	UNINSURED MOTORIST
CRIMESTOP	126.00	001000139	CRIMESTOPPERS
TT10	70.00	001000138	TRAUMA TRAFF 10.00
VBF	113.25	001000138	VICTIMS BOND FEE
ABF	240.00	001000138	APPEARANCE BOND FEE
OM2	75.00	001000138	OTHER MISD TO CLERKS
REST	590.97	001000358	RESTITUTION
OM	1609.49	001000138	OTHER MISD
NOTICE	125.00	001000330	COURT NOTICE
TT30	30.00	001000138	TRAUMA TRAFFIC $30
MVL	500.00	001000138	MVL-INSURANCE FINE
BOND	2576.75	001000330	CASH BOND
IC	429.00	001000138	IMPLIED CONSENT
ALIT	50.00	001000138	ADDL LITTER
TT	50.00	001000138	TRAUMA TRAFFIC
INT DEV	50.00	001000138	INTERLOCK DEVICE
REFUND	119.50	001000330	BOND REFUND
TOTAL	28264.51		

BREAKDOWN BY GL-ACCT	AMOUNT	PAY TO
001000138	50.00	
001000138	50.00	INTERLOCK DEVICE
001000138	75.00	MUNICIPAL CRT COLLECTIONS
001000138	10893.93	STATE TREASURER
001000139	595.00	STATE DEPT. OF PUBLIC SAF
001000139	126.00	STATE TREASURER
001000140	109.50	CITY OF WAVELAND
001000330	2576.75	BONDS
001000330	119.50	BOND REFUND
001000330	9546.09	CITY OF WAVELAND
001000332	3531.77	CITY OF WAVELAND
001000358	590.97	RESTITUTION
TOTAL	28264.51	

BOND REFUNDS

120202718	WASHINGTON DAMIEN DA	604 SYCAMORE ST. WAVELAND, MS 39576	$119.50

RESTITUTION CASE	DEFENDANT	AMT
220200308	SMITH CAROLYN RUTH	$490.97
220190056	STAHLE ERIN QUINN	$100.00

Case Count Listing

Offense Date 10/ 1/2021 thru 10/31/2021

Case Number	Added	CHARGE	Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	TRAFFIC	9	CARELESS DRIVING
	TRAFFIC	8	CONTEMPT OF COURT-FTA
	TRAFFIC	1	CONTEMPT OF COURT-FTP
	TRAFFIC	2	CHILD RESTRAINT
	TRAFFIC	6	DRIVING WHILE LICENSE SUS
	TRAFFIC	1	DISREGARD FOR TRAFFIC DE
	TRAFFIC	1	DUI OTHER
	TRAFFIC	2	DUI 1ST
	TRAFFIC	1	DL SUSPENDED IMPLIED CONS
	TRAFFIC	5	EXPIRED TAG
	TRAFFIC	1	EXPIRED DRIVERS LICENSE
	TRAFFIC	1	FOLLOW TO CLOSE
	TRAFFIC	1	IMPROPER LANE USAGE
	TRAFFIC	6	IMPROPER EQUIPMENT
	TRAFFIC	2	IMPROPER TURN - NO SIGNAL
	TRAFFIC	1	LEAVING THE SCENE OF ACCI
	TRAFFIC	7	NO DRIVERS LICENSE
	TRAFFIC	2	NO TAG
	TRAFFIC	3	POSS. OF MARIJ. WHILE OPE
	TRAFFIC	1	PERMITTING UNAUTHORIZED P
	TRAFFIC	5	SEATBELT VIOLATION
	TRAFFIC	1	SPEEDING SCHOOL ZONE
	TRAFFIC	1	SPEEDING 5 MILES OVER
	TRAFFIC	4	SPEEDING - 10 MILES OVER
	TRAFFIC	11	SPEEDING - 15 MILES OVER
	TRAFFIC	2	SPEEDING - 20 MILES OVER
	TRAFFIC	30	NO MV LIABILITY INS 1ST O
	TOTAL COUNT	115	

Case Count Listing

Offense Date 10/ 1/2021 thru 10/31/2021

Case Number	Added	CHARGE	Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	CRIMINAL	1	ARSON SECOND DEGREE
	CRIMINAL	5	VIO OF CITY ORD 323-RUN A
	CRIMINAL	1	CONTEMPT OF COURT-FTA
	CRIMINAL	1	CONTEMPT OF COURT-FTP
	CRIMINAL	3	DISORDERLY CONDUCT
	CRIMINAL	1	EMBEZZLEMENT (MISDEMEANOR
	CRIMINAL	1	IDENTITY THEFT
	CRIMINAL	4	VIO CITY ORD 323-NO PROOF
	CRIMINAL	1	OBSTRUCTING TRAFFIC
	CRIMINAL	1	POSESSION MARIJUANA LESS
	CRIMINAL	2	POSS. OF CONTROLLED SUBST
	CRIMINAL	6	POSSESSION PARPHERNALIA
	CRIMINAL	1	PUBLIC PROFANITY
	CRIMINAL	3	SIMPLE ASSAULT - DOMESTIC
	CRIMINAL	8	SHOPLIFTING 1ST OFFENSE
	CRIMINAL	5	TRESPASSING
	CRIMINAL	1	VIOLATION OF PROTECTION O
	TOTAL COUNT	45	

d. Motion to approve the Privilege License Report for the month of October, 2021.

CITY OF WAVELAND
PRIV LICENSE RECEIPTS DATE: 10/01/2021 - 10/31/2021 PAGE: 1

LICENSE	ACCT	BUSINESS	REC NO	DATE	AMOUNT	CHK NO
1018	193	ADVANCE CONCRETE LLC	1018	10/11/2021	40.00	12954
1009	411	ADVANTAGE FIRE SPECIALISTS	1009	10/01/2021	20.00	
1016	1430	AUTOZONE #74	1016	10/05/2021	380.00	757947
1025	549	BALKAN FRESH, LLC	1025	10/18/2021	20.00	425
1026	154	BAYOU VIEW WOODWORKS	1026	10/19/2021	20.00	
1019	155	BLACK & GOLD BARBER SHOP	1019	10/11/2021	50.00	1107
1013	463	CHICKIE'S BOUTIQUE	1013	10/01/2021	20.00	1
1024	372	COAST RELIABLE AGENCY LLC	1024	10/18/2021	20.00	1
1028	2299	D AND H CONSTRUCTION	1028	10/29/2021	20.00	
1021	528	D&C SERVICES	1021	10/15/2021	20.00	92
1015	378	DIRT CHEAP I, LLC	1015	10/05/2021	75.00	202901
1029	312	EXPRESS SERVICE PLUMBING LLC	1029	10/19/2021	30.00	1
1008	433	GET PRINTED	1008	10/01/2021	20.00	
1020	471	HAIR-DO FAMILY SALON	1020	10/12/2021	22.00	179
1010	500	MB REAL ESTATE SERVICES OF MS	1010	10/01/2021	20.00	92
1017	145	MEDIACOM	1017	10/11/2021	50.00	960060
1014	1954	MOMBO GRAPHICS	1014	10/04/2021	40.00	371
1030	1939	MORREALE CONSTRUCTION, LLC	1030	10/26/2021	30.00	1
1011	499	PRO-CON MANAGEMENT, LLC	1011	10/01/2021	20.00	1406
1023	534	TANNEHILL'S HOME REPAIRS	1023	10/18/2021	20.00	
1012	518	TIM'S SMALL ENGINE REPAIR, LLC	1012	10/01/2021	20.00	1
1027	207	WARREN'S AUTOMOTIVE	1027	10/21/2021	50.00	3986
	22	TOTAL >>>			1,007.00	

TOTAL CASH	100.00
TOTAL CHECKS	787.00
TOTAL CC	120.00

CITY OF WAVELAND
PRIV LICENSE RECEIPTS DATE: 10/01/2021 - 10/31/2021 PAGE: 2

LICENSE	ACCT	BUSINESS	REC NO	DATE	AMOUNT	CHK NO
TOTAL		1,007.00				

e. Motion to approve the Community Service Report for the month of October, 2021.

City of Waveland

Community Service Board Report

ID Number	Date	Assigned Hours	Hours Worked
120192172	10/7/2021	61	0
120171240	10/7/2021	25	25
120212822	10/7/2021	35.5	24
220210541	10/7/2021	30.5	30.5
120210054	10/7/2021	45.5	0
120212652	10/7/2021	46	16
120212988	10/7/2021	53.5	40
120210262	10/14/2021	41	24
120212784	10/14/2021	81.75	0
220210210	10/21/2021	127	0
120211381	10/21/2021	108	0
120212310	10/21/2021	35.5	0
120212971	10/21/2021	39.5	0
120210034	10/21/2021	33.5	0

CITY OF WAVELAND
WAVELAND COMMUNITY SERVICE
October 2021

Identification Number	Date	Roads	Kings Kitchen	Food Pantry	City Hall	Police Dept.	Animal Shelter	Other	Total Hours
120152182	10/4/2021	X							8
220210791	10/5/2021			X					8
120212605	10/5/2021			X					6
120211649	10/6/2021		X						8
220210537	10/6/2022	X							6
220210291	10/7/2021			X					8
120203379	10/7/2021			X					8
120212727	10/8/2021		X						8
220210541	10/11/2021	X							8
120171240	10/11/2021		X						8
120152182	10/11/2021	X							8
220210541	10/12/2021	X							8
220210291	10/12/2021			X					8
120203379	10/12/2021			X					8
120212652	10/12/2021					X			8
120211649	10/13/2021		X						8
120212988	10/13/2021				X				8
120212988	10/14/2021				X				8
220210291	10/14/2021			X					8
120211649	10/15/2021		X						8
220210541	10/18/2021	X							8
120171240	10/18/2021		X						8
120152182	10/18/2021	X							8
220210541	10/19/2021	X							8
220210291	10/19/2021			X					8
120210262	10/19/2021					X			8
120212822	10/19/2021			X					8
120152182	10/19/2021			X					8
120212988	10/20/2021				X				8
120210262	10/20/2021					X			8
120212988	10/21/2021				X				8
220210291	10/21/2021			X					2
120203379	10/21/2021			X					8
120152182	10/25/2021	X							8

120211649	10/25/2021		X						8
120212822	10/26/2021	X							8
120152182	10/26/2021			X					8
120203379	10/26/2021			X					8
120211649	10/27/2021		X						8
120212988	10/27/2021				X				8
120212988	10/28/2021				X				8
120212822	10/28/2021			X					8
120203379	10/28/2021			X					8
120211649	10/29/2021		X						8
TOTAL									262

f. Motion to approve the Minutes of the Regular Meeting of October 20, 2021, as submitted.

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in Regular session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, MS. on October 20, 2021 at 6:30 p.m. to take action on the following matters of City business.

ROLL CALL
Mayor Smith noted for the record the presence of Aldermen Burke Richardson, and Lafontaine along with City Clerk Mickey Lagasse and City Attorney Malcom Jones.

MAYOR'S REPORT/AMEND AGENDA/ CORRESPONDENCE/WAVELAND SIDEWALK PROJECT/SIDEWALK PROJECT/LIGHTHOUSE/PROPOSALS
Re: Amend Agenda to add two items for approval

Alderman Richardson moved, seconded by Alderman Burke to request the to amend the agenda to add two items; first a motion to allow a maintenance release letter to DNA Underground, LLC for the Waveland Sidewalk Project.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

MAYOR'S REPORT/WAVELAND AVENUE SIDEWALK PROJECT
Re: Release of Maintenance Letter to DNA to close out Waveland Avenue Sidewalk Project

Alderman Lafontaine moved, seconded by Alderman Richardson to approve a release of maintenance letter to DNA to allow the closing out of Waveland Avenue Sidewalk Project and the Mayor's signature thereon. **(EXHIBIT A)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

MAYOR'S REPORT
Re: Start checking our Facebook page for information about the new website. We are asking the citizens and visitors to submit their favorite Waveland pictures to be randomly placed on the website rotation. Also, now that Municode is moving forward we are working with their technical group to purchase cameras to start live streaming the meeting in a searchable format.

Re: The City is extremely happy to announce that we have received a net -0- increase this year on our health insurance. This means we will not have an increase in premiums as originally expected.

Re: The Board has a copy of the area and possible roads to use the APRA money on, this will allow areas that don't currently have sewer and water to be developed. These are also area where we have a minimal flood zone so that house may be built slab on a grade.

Re: The Orion Planning group will be in town the second week of December and would like to hold a public workshop with the Board, stakeholders and other citizens the Monday of that week. The City will confirm as it gets closer.

ALDERMEN'S COMMENTS
Re: Jeremy Burke

- **Discussed issues with Grapple truck and request information regarding the tractors being down.**
- **Requested Mayor call CSX to request the idling trains be silenced at night.**

Re: Alderman Richardson

- **Asked about using DNA on the Emergency Repair placed on the agenda.**
- **Discussed the fence around the City yard.**

Re: Alderman Lafontaine

- **Inquired about the amount of tractors currently in service and discussed the possibility of hiring a service to handle grass cutting.**
- **Noted the ditches on Sycamore Street had been cut 6-8" below the culvert.**

Re: Alderman Piazza

- **Requested the City have the cemetery surveyed to determine property lines and potential extension of the same.**

PUBLIC COMMENTS
Re: Chad Whitney

STORMWATER/TRAINING/CITY HALL
Re: City Officials received Annual Storm Water Training from City Clerk (EXHIBIT B)

BLIGHTED PROPERTY
Re: 209 Highway 90, Michael D. Haydel Registered Agent of Haydel Properties, LP 209 Highway 90 (TABLED from October 5, 2021) (EXHIBIT B)

During discussion Mr. Jones inquired about obtaining an Executive Sear Warrant.

Re: 139 Dane Road, Dawn E. Sokol Property Owner 162Q-1-10-167.000 - Dilapidated Pilings/Overgrown

Mr. Jones asked if the property notice had been given. Ms. Makes Willis, Blighted Property Clerk noted that she had attempted all efforts to no avail. Mayor recognized said the Property Owner had visited him at City Hall requesting additional time so she could obtain help in cleaning the property as Ms. Sokol has health issues.

Re: Table 139 Dane Road, Property Owner to 11/17/2021 Meeting

Alderman Piazza moved, seconded by Alderman Richardson to TABLE the issue regarding 129 Dane Road, Property Owner Dawn E. Sokol until the second meeting of November 17, 2021. (

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: George Ln 162F-1-04-113.001 Property Owner Kenneth D Kientz II - Dilapidated Slab/Overgrown (EXHIBIT C)

Building Official Josh Hayes said it appeared the owner was cleaning the property. Mr. Jones noted that the Statue for contacting the property owner had been met. Mr. Hayes noted there is a slab on the property. Mr. Jones reminded the Board that if Mr. Kientz does not remove the slab, he will have to maintain the property, if not the slab will have to be removed and allow the property to return to nature.

Re: 413 Surf St. 162J-0-10-265.000 Property Owner Bonnie J Schertler - Dilapidated House/Overgrown with an Unregistered Vehicle

Property Owner Ms. Schertler was present to discuss the issue. Ms. Schertler said that she has several health issues and did not find out about the issue until the week prior to the meeting. She said that her nephew is an architect and her brother-in-law is a Contractor and could provide her assistance with the needed repairs. Mr. Jones recommended the Board re-visit the issue at the November 17, 2021 Meeting and if there had been no follow-up regarding the property, the property could at that point be declared a nuisance.

Re: Table 413 Surf Street to 11/17/2021 Meeting

Alderman Burke moved, seconded by Alderman Lafontaine to TABLE the issue regarding 413 Surf Street, Property Owner Bonnie J. Schertler until the November 17, 2021 meeting, providing Ms. Schertler with additional time to begin the necessary repairs needed.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: 805 S. St. Joseph Street 162A-0-03-012.00 Property Owner Daniel A Fogarty - Dilapidated Structure

During discussion it was discussed that the current owner may be deceased. Mr. Jones recommended additional time to look deeper into the standing of the property owner.

Re: Table 805 S. St. Joseph Street, Property Owner Daniel A. Fogerty

Alderman Lafontaine moved, seconded by Alderman Piazza to TABLE the issue to allow the Building Department additional time to locate the current property owner, as the current owner may be deceased.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

CONSENT AGENDA (a - v)

PROCLAMATION
Re: Proclamation Recognizing October as Domestic Violence Awareness Month

a. Approve a Proclamation Recognizing October as Domestic Violence Awareness Month. **(EXHIBIT D)**

PERMITS REPORT
Re: Report for the Month of September

b. Approve the Permits Report for September 2021, as submitted. **(EXHIBIT E)**

REVENUE AND EXPENSE REPORT
Re: Report for the Month of September

c. Spread on the minutes the Revenue and Expense Report for September 2021. **(EXHIBIT F)**

COURT DEPARTMENT
Re: Report for the Month of September

d. Spread on the minutes the Court Statistics Reports for the month of September 2021. **(EXHIBIT G)**

PRIVILEGE LICENSE REPORT
Re: Report for the Month of September

e. Approve the Privilege License Report for the month of September, 2021. **(EXHIBIT H)**

MINUTES
Re: Minutes of the Regular Meeting October 5, 2021

f. Approve the meeting minutes of the Regular Meeting of October 5, 2021, as submitted.

CITY HALL/ APPOINTMENTS
Re: Appoint Ms. Hannah McCraney as a Deputy City Clerk

g. Approve Hannah McCraney as a Deputy City Clerk effective October 11, 2021. She has begun her training for Certification.

PERSONNEL/STREETS DEPARTMENT
Re: New Hire Mr. Bruce Jones as a Laborer in the Streets Department

h. Hire Bruce Jones, as a Laborer 1, in the Streets Department at a rate of $13.00 per hour upon passage of drug test.

TRAVEL/CITY HALL
Re: City Clerk Mickey Lagasse and Deputy City Clerks to City Clerk's Conference in Flowood, Mississippi

i. Approve travel for City Clerk Mickey Lagasse and Deputy City Clerks Tammy Fayard and Hannah McCraney to attend the 2021 Annual Mississippi Municipal Clerks and Collectors Association Winter Conference in Flowood, Mississippi December 15-17, 2021. Cost to the City will Registration fee in the amount of $165.00, 4 days per diem, 3 nights lodging and mileage.

PERSONNEL/POLICE DEPARTMENT
Re: New Hire Officer Thomas Hampton as Patrolman

j. Approve new hire Officer Thomas Hampton as a Patrolman at a rate of $17.50 per hour, pending passage of drug test. Officer Hampton is a certified Officer and will not require Academy Training.

TRAVEL/POLICE DEPARTMENT
Re: Officer Troy Bordelon to attend Firearms Instructor Class at Camp Shelby

k. Approve Officer Troy Bordelon to attend Firearms Instructor Class at Camp Shelby in Hattiesburg Mississippi, October 19-21, 2021. Cot to the City will be a Class Fee of $550.00 that will include lodging and meals, and use of a City vehicle.

PERSONNEL/POLICE DEPARTMENT
Re: Promotion of Officer Josh Stockstill to the position of Sergeant

l. Approve a request from Police Chief Mike Prendergast promote Officer Josh Stockstill to the position of Sergeant, effective August 18, 2021. Sergeant Stockstill

has been performing the job of Seargeant and the Chief is request retro-active pay from the effective date to present.

PERSONNEL/FIRE DEPARTMENT
Re: Promotion of Lt. Casey Piazza to the position of Assistant Fire Chief

m. Approve a promotion for Lt. Casey Piazza to the rank of Asst. Fire Chief effective the beginning the first full payroll in November.

PERSONNEL/FIRE DEPARTMENT
Re: Promotion of Firefighter Tim Burchett to the rank of Lieutenant

n. Approve a promotion of Firefighter Tim Burchett to the rank of Lieutenant effective the beginning of the full payroll in November.

PURCHASING/FIRE DEPARTMENT/SURPLUS PROPERTY
Re: Name two Fire Vehicles as surplus

o. Approve naming two Fire vehicles as surplus, making the finding that the vehicle has ceased to be used for public purpose and the sale thereof will promote the best interest of the City of Waveland. The disposal of the below surplus property shall be publicly auctioned on a date to be determined at the city yard and will be open to the public. The Board directed that all logos be removed from the property prior to the auction day. The vehicles are described as the following:

1) 2005 Ford Expedition Unit 375 VIN 1FMPU15535LA91375
2) 2005 Ford Explorer Unit 139 VIN 1FMZU63K25UA56139

PURCHASING/CITY HALL/SURPLUS PROPERTY
Re: Name grouped submission of cellephones named as surplus for disposal

p. Approve the following cellphones, making the finding of fact has ceased to be used for public purpose and the sale thereof will promote the best interest of the City of Waveland. The disposal of the below surplus property shall be destroyed. The Board directed that all inventory stickers be removed from the property prior to the auction:

1. iPhone 7 F4KV152DHG610 Inventory No. 2774-a-1298
2. iPhone 8 C8PYLQ7A JC6C Inventory No. 278301-1316
3. LG Wine Cellphone 358868090191204 Inventory 276901-1310
4. LG Wine Cellphone 905CQ1Z0020356 Inventory 2806-01-1316

INVOICES/DISASTER RECOVERY HURRICANE ZETA/ZETA-HURRICANE
Re: Invoice from Covington Engineering-Hurricane Zeta

q. Approve Invoice 16385.12-1 from Covington Civil & Environmental, LLC in the amount of $24,765.15 – Disaster Recovery Services Hurricane Zeta. **(EXHIBIT I)**

INVOICES/BOUNDARY SURVEY
Re: Invoice from Compton Engineering-Boundary Survey and Drawing

r. Approve Invoice 221-004.019-2 from Compton Engineering in the amount of $525.00- Boundary Survey and Drawing. **(EXHIBIT J)**

INVOICES/HURRICANE ZETA/ZETA-HURRICANE
Re: Invoice from Compton Engineering – Hurricane Zeta

s. Approve Invoice 221-019-6 from Compton Engineering in the amount of $6,475.50 – Waveland Multiple Projects directed to Hurricane Zeta. **(EXHIBIT K)**

INVOICES/CITYWIDE PAVING PROJECT/PAVING PROJECT-CITYWIDE
Re: Invoice from Compton Engineering – Citywide Paving Project

t. Approve Invoice 221-033.001-7 from Compton Engineering in the amount of $7,400.00 Citywide Paving Project. **(EXHIBIT L)**

INVOICES/KILN-WAVELAND CUTOFF ROAD
Re: Invoice from Compton Engineering- Kiln Waveland Cutoff Road

u. Approve Invoice 221-033.004-2 from Compton Engineering in the amount of $7,920.00 – Kiln-Waveland Cutoff Road. **(EXHIBIT M)**

DOCKET OF CLAIMS
Re: Claims

v. Approve the Docket of Claims paid and unpaid in the amount of $698,904.40 dated October 20, 2021, as submitted. **(EXHIBIT N)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

END CONSENT AGENDA

EVENTS/PARADES
Re: Request to hold annual Constance Cares 4 Cancer Parade

Alderman Burke moved, seconded by Alderman Piazza to approve a request from the *Constance Cares 4 Cancer* group to hold its annual parade on Saturday, October 23, 2021, taking in Beach Boulevard heading west, up Coleman Avenue over to MLK Park on Herlihy Street. The Park will be used for entertainment and food following the Parade. By approving this motion, the Board notices that it brings favorable notice and opportunities to the resources of the City.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

PUBLIC WORKS/PIPELINE REPAIR
Re: Declare an Emergency for the expedited repair of City underwater gas distribution pipeline at Jordan River

Alderman Lafontaine moved, seconded by Alderman Piazza to ~~Consider~~ approve declaring emergency and seeking expedited proposals for repair of City underwater gas distribution pipeline at Jordan River as provided in the Scope of Work developed by the City's consultant, National Corrosion Services. **(EXHIBIT O)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

INVOICES/WAVELAND AVENUE SIDEWALK IMPROVEMENTS PROJECT/SIDEWALK IMPROVEMENTS PROJECT
Re: Pay Application #16 from DNA Underground, LLC

Alderman Lafontaine moved, seconded by Alderman Burke to Approve Pay Application #16 from DNA Underground, LLC in the amount of $1,996.30 - and add to the current docket. Waveland Avenue Sidewalk Improvements Project. **(EXHIBIT P)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

INVOICES/NICHOLSON AVENUE PAVING PROJECT
Re: Pay Application #10 from Greater Gulf Development- Nicholson Avenue Paving Project

Alderman Burke moved, seconded by Alderman Richardson to approve Pay Application No. 10 from Greater Gulf Development in the amount of $42,225.51 - and add to the current docket. Nicholson Avenue Paving Project. **(EXHIBIT Q)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

HURRICANE IDA/IDA-HURRICANE/PROPOSALS
Re: Proposal from Covington Engineering to perform Consulting Services for Disaster Recovery from Hurricane Ida

Alderman Burke moved, seconded by Alderman Piazza to approve a proposal with Covington Engineering to perform Consulting Services for Disaster Recovery from Hurricane Ida at a cost not to exceed $15,000.00. This will most likely not be reimbursable. **(EXHIBIT R)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

VETERANS MEMORIAL REPAIRS/BIDS
Re: Reject all bids submitted for Veterans memorial Repairs

Alderman Burke moved, seconded by Alderman Lafontaine to approve a letter of recommendation from Compton Engineering to reject all bids submitted for the Veterans Memorial Repairs.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

PAVING PROJECT/ROAD PAVING PROJECT/LETTER OF RECOMMENDATION/RECOMMENDATION LETTER

Re: Approve Letter of Recommendation from Compton Engineering regarding Road Paving Project

Alderman Lafontaine moved, seconded by Alderman Piazza to approve a letter of recommendation from Compton Engineering to award the Waveland Road Paving Project to Huey P. Stockstill LLC, in the amount of $1,698,463.80. Bids were opened on October 13, 2021. **(EXHIBIT S)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

EXECUTIVE SESSION
Re: Consider Executive Session for Possible Litigation

Alderman Piazza moved, seconded by Alderman Lafontaine to consider an executive session to discuss possible litigation in the Police Department, Purchasing and Public Works Departments. Based on a recommendation given by City Attorney Mr. Jones to discuss strategy that could have a detrimental effect on the City.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Enter Executive Session for Possible Litigation

Alderman Lafontaine moved, seconded by Alderman Richardson to enter an Executive Session to discuss possible litigation in the Police Department Purchasing and Public Works Departments. Based on a recommendation given by City Attorney Mr. Jones to discuss strategy that could have a detrimental effect on the City.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Exit Executive Session with no action taken

Alderman Piazza moved, seconded by Alderman Richardson to exit Executive Session with no action taken.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

EXECUTIVE SESSION
Re: Consider Executive Session Personnel Issue of Former Employee and Possible Litigation

Alderman Lafontaine moved, seconded by Alderman Burke to consider Executive Session for misconduct of former employee, sale of City and Oak Park and Gulf Grove Apartments. Based on a recommendation given by City Attorney Mr. Jones to discuss strategy that could have a detrimental effect on the City.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Enter Executive Session Personnel Issue of Former Employee and Possible Litigation

Alderman Richardson moved, seconded by Alderman Piazza to approve going into Executive Session for misconduct of former employee, sale of City and Oak Park and Gulf Grove Apartments. Based on a recommendation given by City Attorney Mr. Jones to discuss strategy that could have a detrimental effect on the City.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Exit Executive Session with no action taken

Alderman Lafontaine moved, seconded by Alderman Richardson to exit Executive Session with no action taken.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

ADJOURN
Re: Adjourn the Meeting at 10:28 p.m.

Alderman Piazza moved, seconded by Alderman Richardson to adjourn the meeting at 10:18 p.m.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

The foregoing minutes were presented to Mayor Smith on November 18, 2021.

_____
James M. Lagasse
City Clerk

The Minutes of the Regular Meeting of October 20, 2021 have been read and approved by me on this, the 18th day of November 2021.

_____
Mike Smith
Mayor

g. Motion to approve the minutes of the Special Meeting of Special Meeting of October 2021.

Meeting of October 21, 2021
6:00 p.m.

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in special session at the Waveland City Hall Board Room 301 Coleman Avenue), Waveland, MS. on October 21, 2021 at 5:00 p.m. to take action on the following matters of City business.

ROLL CALL:
Mayor Smith noted for the record the presence of Aldermen Burke, Richardson, Lafontaine and Piazza with City Clerk Mickey Lagasse and Malcom Jones.

EXECUTIVE SESSION/AMEND AGENDA
Re: Potential Litigation

Alderman Burke moved, seconded by Alderman Lafontaine to amend the agenda to include an Executive Session to discuss the Emergency Gas Line Repair on Waveland Avenue.

A vote was called for with the following results:

Voting Yea: Burke, and Richardson

Voting Nay: Piazza

Absent: None

Re: Enter Executive Session

Alderman Lafontaine moved, seconded by Alderman Burke to enter Executive Session to discuss the Emergency Gas Line Repair on Waveland Avenue.

A vote was called for with the following results:

Voting Yea: Burke, and Richardson

Voting Nay: Piazza

Absent: None

Re: Exit Executive Session

Alderman Richardson moved, seconded by Alderman Lafontaine to exit Executive Session with no action taken.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

Special Meeting Notice (EXHIBIT A)

Alderman Burke moved, seconded by Alderman Lafontaine to discuss update of the following points of discussion held at the last Economic Development meeting:

a. Cleaning Highway 90
b. Blight on Highway 90
c. Jim McPhaile-Hotel
d. The use of Orion/Mississippi Power
e. Pursing of Welcome Facades Grant for Private Property.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

ECONOMIC DEVELOPMENT
Re: Discuss the future of Coleman Avenue- Economic Development

Alderman Burke moved, seconded by Alderman Lafontaine to discuss Coleman Avenue Economic Development.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

ADJOURN
Adjourn Meeting at 9:18 p.m.

Alderman Burke moved, seconded by Alderman Burke to adjourn the meeting at 9:18 p.m.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

The foregoing minutes were presented to Mayor Smith on June 17, 2021

_____
James M. Lagasse
City Clerk

The Minutes of June 2, 2021 have been read and approved by me on this day the June 17, 2021.

_____
Mike Smith
Mayor

h. Motion to approve the minutes of the Regular Meeting of November 2, 2021, as submitted.

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in Regular session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, MS. on November 2, 2021 at 6:30 p.m. to take action on the following matters of City business.

ROLL CALL
Mayor Smith noted for the record the presence of Aldermen Burke, Richardson (via telephone), and Lafontaine also present with City Clerk Lagasse City Attorney Malcom Jones (6:56 p.m. Arrival)

MAYOR'S REPORT
Re: The new/updated website went live earlier in the day
Re: The Halloween event was a great success.
Re: Mrs. Bernie Cullen with Keep Waveland Beautiful was present to provide the Board with and Annual Report

ALDERMEN'S COMMENTS
Re: Alderman Burke
- Inquired about the grapple truck
- Saturday November 13, 2021 will be the Veterans Parade
- Bob Escher with Compton Engineering updated the Board on the Citywide Paving Project

Re: Alderman Richardson
- Thanked Public Works for the Old Spanish Trail Repair
- Inquired about the Paving Project
- Discussed the drainage bottleneck with collapsed culvert

Re: Alderman Lafontaine
- Discussed grinder-pumps located at the Wards 2 and 3 dividing line between Margie and Sycamore Streets.
- Requested the sand bags on Sycamore Street be removed

Re: Alderman Piazza
- Asked if there was any more rental space available at the Ground Zero Museum for another business.
- Discussed and asked about survey ordered to determine the cemetery space.

PUBLIC COMMENTS
Re: Alfred "Tiger" Harris
Prima Luke
Clarence Harris

INSURANCE/CITY HALL/BUILDING DEPARTMENT/PUBLIC WORKS/FIRE DEPARTMENT/POLICE DEPARTMENT/PERSONNEL
Re: BXS Representative James Moody was present to discuss the upcoming health insurance Annual Open Enrollment

PLANNING AND ZONING (EXHIBIT A)
Re: Dale Thibodeaux, St. Joseph Street

Dale Thibodeaux, owner of the property, and represented by Thornhill Construction, LLC, commonly known as Parcel # 161M-0-02-011.000, located on St. Joseph Street. Legal Description; Lot 63A, Second Ward, Waveland, MS, 39576 has made applications for the following;

A Front Yard Setback Variance of five (5) feet, resulting in a Front Yard of twenty (20) feet. Section 701.3 – Minimum Front Yard of twenty-five (25) feet. The applicant is also requesting a Rear Yard Variance of ten (10) feet, resulting in fifteen (15) feet. Section 701.5 – Minimum Rear Yard of twenty-five (25) feet Please see letter from applicant and exhibits in packet. The request is based the shallowness of the lot.

Commissioner Frater made a motion, seconded by Commissioner Adams, to recommend approval of the applicant's request for the variances, and that the Commission finds that the conditions and criteria for a variance as stated in Section 609.1 of the current Zoning Ordinance

Commissioners Adams, Harris & Frater voted to approve the variances, and the. The motion was approved.

Alderman Lafontaine moved, seconded by Alderman Burke to follow the recommendation of the Commission and approve the request as submitted.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Patrick & Megan Martinez, 124 Mollere Drive

Patrick & Megan Martinez, owner of the property Commonly known as 124 Mollere Drive, Parcel # 161D-0-02-208.001, has made applications for the following;
A Rear Yard Setback Variance of fifteen (15) feet, resulting in a Rear Yard Setback of ten (10 feet. Section 701.5 – Minimum Rear Yard of twenty-five feet. Please see letter from applicant and exhibits in packet. The request is based on placing the house at the highest elevation, saving several live-oak trees and a large drainage channel on the edge of the property. large Live Oak Tree that they wanted to save; however, the lot narrows slightly towards the back of the lot.

Commissioner Adams made a motion, seconded by Commissioner Frater, to recommend approval of the applicant's request for a variance, and the Commission finds that the conditions and criteria for a variance as stated in the current Zoning Ordinance have been met. Commissioners Adams, Harris & Frater voted in favor of the motions, The motion was approved.

Alderman Burke moved, seconded by Alderman Lafontaine to follow the Commission and approve the request as submitted.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

BLIGHTED PROPERTY PUBLIC HEARING
Re: Robert Bourgeois, 946 Highway 90 (EXHIBIT B)

Blighted Properties Clerk Makesi Willis was present to discuss noting that she made every attempt to contact the property owner. During further discussion City Attorney Jones recommended that someone from the Building Department go to the property and should be accompanied by a Policeman. Mrs. Rhonda Gamble informed the Board that the Property Owner currently lives in New Orleans.

Re: Michael D. Haydel Registered Agent of Haydel Properties, LP 209 Highway 90 (EXHIBIT C)

Ms. Willis discussed what is also identified as the 'Sleep King' Building, noting that she tried on several occasions to communicate with Mr. Haydel. Building Official Hayes said that he set up a meeting with Mr. Haydel on November 12th to discuss the condition of the building. Mr. Jones recommended that Mr. Hayes obtain an inspection. Mr. Hayes agreed noting concern about the interior wall being in poor condition.

CONSENT AGENDA (a -i)
Alderman Lafontaine moved, seconded by Alderman Piazza to approve the Consent Agenda being items a-i, with the removal of Item g.

CITY HALL/ELECTIONS
Re: Appoint Ms. Hannah McCraney as Deputy Registrar of Voters

a. Approve appointing Ms. Hannah McCraney as a Deputy Registrar of Voters.

FIRE DEPARTMENT/PURCHASING
Re: Authorize Assistant Fire Chief Casey Piazza to sign Purchase Requests

b. Approve authorizing Assistant Fire Chief Casey Piazza to sign Purchase Requests.

HAZARD MITIGATION/DISTRICT 9 HAZARD MITIGATION PLAN
Re: Update of District 9 Regional Hazard Mitigation Plan

c. Approve the City's participation in the 2021 update of the District 9 Regional Hazard Mitigation Plan and authorize the Mayor's signature thereon. **(EXHIBIT D)**

HAZARD MITIGATION/DISTRICT 9 HAZARD MITIGATION PLAN
Re: Mayor Smith appointed to represent the City for Hazard 9 Mitigation Plan

d. Approve appointing the Mayor to represent the City in all matters pertaining to the development of the District 9 Regional Hazard Mitigation. **(EXHIBIT E)**

UTILITY DEPARTMENT/REFUND CHECKS-UTILITY DEPARTMENT
Re: Utility Refund Checks in the amount of $3,675.00

e. Approve utility refund checks in the amount of $3,675.00 **(EXHIBIT F)**

EVENTS/CIVIC ASSOCIATION-WAVELAND/WAVELAND CIVIC ASSOCIATION/CHRISTMAS PARADE
Re: Waveland Civic Association to hold Christmas Parade on December 11, 2021

f. Approve a request from the Waveland Civic Association to hold a Christmas Parade on Saturday December 11, 2021.

g. ~~Spread on the minutes the resignation of Firefighter Joshua Bell, effective November 2, 2021~~.

PERSONNEL/POLICE DEPARTMENT
Re: Remove Thomas Hampton from Employment Roster (Decided to stay at current Job)

h. Remove Thomas Hampton from employment with the Waveland Police Department, he has decided to stay with his current agency.

DOCKET OF CLAIMS
Re: Claims

i. Approve the Docket of Claims paid and unpaid in the amount of $808,038.03 dated November 2, 2021, as submitted. **(EXHIBIT G)**

END CONSENT AGENDA

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

PUBLIC WORKS DEPARTMENT/UTILITY DEPARTMENT/PERSONNEL
Re: New Hire Mr. David Brown as Lift Station Specialists in Utility Department

Alderman Burke moved, seconded by Alderman Lafontaine to hire David Brown as a lift station specialist, he is a certified Water Operator and this will allow the servicing of our lift stations in house. The salary will be $42,000.00 per year pending passage of drug test.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

APPOINTMENTS/HANCOCK COUNTY TOURISM BOARD/TOURISM BOARD-HANCOCK COUNTY
Re: Ms. Rachel Knight as the Aldermen's Representative on the County Tourism Board

Alderman Piazza moved, seconded by Alderman Burke to approve appointing Ms. Rachel Knight as a City (Aldermen's) Representative on the Hancock County Tourism Board.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

EXECUTIVE SESSION
Re: Consider Executive Session Re: Personnel Issues and Possible Litigation

Alderman Lafontaine moved, seconded by Alderman Piazza to follow the City Attorney's recommendation and consider entering Executive Session to discuss Personnel issues in the Fire Department, a matter of Investigative Allegations of misconduct regarding a former Employee of the Fire Department and Personnel in the Public Works Department.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Enter Executive Session Re: Personnel Issues and Possible Litigation

Alderman Lafontaine moved, seconded by Alderman Piazza to follow the City Attorney's recommendation and consider entering Executive Session to discuss Personnel issues in the Fire Department, a matter of Investigative Allegations of misconduct regarding a former Employee of the Fire Department and Personnel in the Public Works Department.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

Re: Exit Executive Session

Alderman Lafontaine moved, seconded by Alderman Burke to exit Executive Session with no action taken.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

PERSONNEL/FIRE DEPARTMENT
Re: Accept Resignation of Firefighter Joshua Bell effective November 2, 2021

Alderman Burke moved, seconded by Alderman Lafontaine to spread on the minutes the resignation of Firefighter Joshua Bell, effective November 2, 2021.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

PERSONNEL/PUBLIC WORKS DEPARTMENT
Re: Termination of Mr. Dajon Ramsey effective November 2, 2021

Alderman Burke moved, seconded by Alderman Lafontaine to spread on the minutes the termination of Mr. Dajon Ramsey from the Public Works Department.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

ADJOURN
Re: Adjourn the meeting at 9:55 p.m.

Alderman Burke moved, seconded by Alderman Lafontaine to adjourn the meeting at 9:55 p.m.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

The foregoing minutes were presented to Mayor Smith on 18th day of November, 2021.

_____
James M. Lagasse
City Clerk

The Minutes of the Regular Meeting of November 2, 2021 have been read and approved by me on this, the 18th day of November.

_____
Mike Smith
Mayor

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i. Motion to approve the minutes of the Special Meeting of November 4, 2021, as submitted.

Special Meeting of November 4, 2021
6:30 p.m.

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in special session at the Waveland City Hall Board Room 301 Coleman Avenue), Waveland, MS. on November 4, 2021 at 5:00 p.m. to take action on the following matters of City business.

ROLL CALL:
Mayor Smith noted for the record the presence of Aldermen Burke, Richardson, Lafontaine and Piazza with City Clerk Mickey Lagasse

Absent from the Meeting Alderman Lafontaine and City Attorney Malcom Jones

PUBLIC NOTICE (EXHIBIT A)

PERSONNEL/PUBLIC WORKS/UTILITY DEPARTMENT
Re: New Hire Mr. Bruce Jones in Public Works Department

Alderman Richardson moved, seconded by Alderman Piazza to approve new hire Mr. Bruce Jones in the Public Works Department at a rate of $13.00 per hour, pending passage of drug test.

A vote was called for with the following results:

Voting Yea: Burke, Richardson and Piazza

Voting Nay: None

Absent: Lafontaine

ADJOURN
Re: Adjourn the Meeting at 5:07

Alderman Burke moved, seconded by Alderman Lafontaine to adjourn the Meeting at 5:07 p.m.

A vote was called for with the following results:

Voting Yea: Burke, Richardson and Piazza

Voting Nay: None

Absent: Lafontaine

The foregoing minutes were presented to Mayor Smith on November , 2021

_____
James M. Lagasse
City Clerk

The Minutes of November 4, 2021 have been read and approved by me on this 18th day of November 2021. .

_____
Mike Smith
Mayor

j. Motion to amend the Holiday schedule by following the Govenor's Tate Reeves Proclamation and add Thursday December 23, 2021 in recognition of the Christmas Holiday.

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 25, 2021, in observance of THANKSGIVING DAY; on Friday, December 24, 2021, in observance of CHRISTMAS DAY; and on Friday, December 31, 2021, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 26, 2021, in further observance of the Thanksgiving holiday, and on Thursday, December 23, 2021, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

Thurs Nov 25
Fri Nov 26
Thurs Dec 23
Fri Dec 24
Fri Dec 31

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 22nd day of October in the year of our Lord, two thousand and twenty-one, and of the Independence of the United States of America, the two hundred and forty-sixth.

TATE REEVES
GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE

k. Motion to approve new hire Mr. Terrance Harris as a Laborer in the Streets Department at a rate of $12.00 per hour, pending passage of drug test.

Streets Laborer
12.00 per hour
Per BO H.

Refer By Mayor Smith

CITY OF WAVELAND
APPLICATION FOR EMPLOYMENT

We are an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, color, age, sex, religion, handicap or national origin.

PERSONAL INFORMATION

Date: 10-28-21 Social Security Number: [redacted]

Name: Harris (Last) Terrence (First) S (Middle)

Present Address 607 Amer St. (Street) Waveland (City) MS (State) 39576 (Zip)

Is this your permanent address: ☑ Yes ☐ No If no, what is your permanent Address: _____

Home Phone number: [redacted] Cell Phone number (228) - [redacted] Other (228)- [redacted]

Are you 18 years of age or older: ☐Yes ☐ No Have your ever been arrested and/or convicted of a felony? ☐Yes ☐ No

Have you ever applied for or held a position with the City before? ☑Yes ☐ No

Are you related to anyone currently employed with the City? Yes Employee's Name: Mark Leary

Do you currently hold a valid Mississippi Driver's License? Yes Has your driver's license ever been suspended or revoked? Yes

EMPLOYMENT DESIRED

Position/Department requested: Grounds Date you can start 11-1-21 Salary Desired: $ 12

EDUCATION

Name and Location of School		Circle Last Year Completed	Did you Graduate?	Subjects Studied and Degree(s) Received
Bay H.sh School		4	Yes	General
ST Clare Elementary		1 2 3 4	No	
Ele. Waveland		1 2 3 4		
		1 2 3 4		

Subjects or special Study or Research Work: _____

Job Related Skills (typing, driver's license etc.): Keep Cosing grounds up

Activities other than Religious (Civic Athletic, Etc.): _____

Revised May 30, 2012

l. Motion to approve travel for Building Official Josh Hayes to attend the BOAM Conference December 1, 2021, thru December 3 2021 in Natchez, Mississippi. Cost to the City will be a registration fee in the amount of $15 $150.00, 4 days per diem, 3 nights lodging, and use of a vehicle.

BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

15309 Community Rd
Gulfport, MS 39503

2021 WINTER CONFERENCE APPLICATION

Please complete this application and mail it, along with your check (no credit cards please) to the Treasurer at the address shown below.

Date: 11/2/2021

Name: Josh Hayes

Position: Building Official

Jurisdiction / Employer: City of Waveland

Address: 301 Coleman Ave. P.O. Box: 39576

City: Waveland ST: ms Zip Code 39576 -

Telephone: 228 - 466-2549 Fax: 228 - 467-5177 Mobile: 228 - 216-1281

Email address: jhayes@waveland-ms.gov

Website: https://waveland.ms.gov/

PLEASE BRING A DOOR PRIZE ($10-$15) TO THE CONFERENCE; YOU MUST BRING A DOOR PRIZE IN ORDER TO RECEIVE ONE.

WINTER CONFERENCE REGISTRATION IS

Member - $150.00 / Non Member- $250.00

Enclosed is a check (no credit cards please) made payable to BOAM in the amount of

$ 150.00

2021 Building Officials Association of Mississippi
Winter Conference December 1, 2021 - December 3, 2021

Natchez Grand Hotel
111 Broadway St.
Natchez, MS 39120
Reservation
601-446-9994 866-488-0898
$114.00 per night

PLEASE ARRANGE FOR YOUR OWN RESERVATIONS ATTHE NATCHEZ GRAND HOTEL Return completed application and your payment to: **Theresa Hydrick, BOAM Treasurer**

15309 Community Rd.
Gulfport, MS 39503
Thydrick@co.Harrison.ms.us

For more information please contact Brian Measells , BOAM President (601) 278-4247, James Gentry, BOAM Vice President (901) 461-3907, Terry Williamson, BOAM Secretary (662) 296-9099 or visit the BOAM website at www.boam.ms.

A PROUD MEMBER OF THE INTERNATIONAL CODE COUNCIL

Special Thanks to our Sponsors!!!

Platinum

MISSISSIPPI CONCRETE ASSOCIATION

Gold

SIMPSON Strong-Tie

Bronze

Mississippi 811

GATORBAR

SCPDC South Central Planning & Development Commission

tyler technologies

DATALYNKS simplicity through automation.

INTERNATIONAL CODE COUNCIL

BUILDING OFFICIALS ASSOCIATION *OF* MISSISSIPPI

Winter Conference & Training Event

December 1st thru 3rd 2021

BOAM MS

Natchez Grand Hotel
111 Broadway St
Natchez, MS 39120
601-446-9994 866-488-0898

Natchez GRAND HOTEL

Wednesday December 1, 2021

7:00-9:15	Registration & Sign in	
	Vendors Set up	
9:15-10:15	Invocation & Pledge of Allegiance	
	Jerry Flanik	2018 IBC Plan Review
10:15-10:30	Break	
10:30-12:00	Jerry Flanik	2018 IBC Plan Review
12:00-1:00	Lunch (On your own)	
1:00-1:30	MS Concrete Association Presentation	
1:30-3:00	Jerry Flanik	2018 IBC Plan Review
3:00-3:15	Break	
3:15-5:00	Jerry Flanik	2018 IBC Plan Review
5:00	Adjourn	

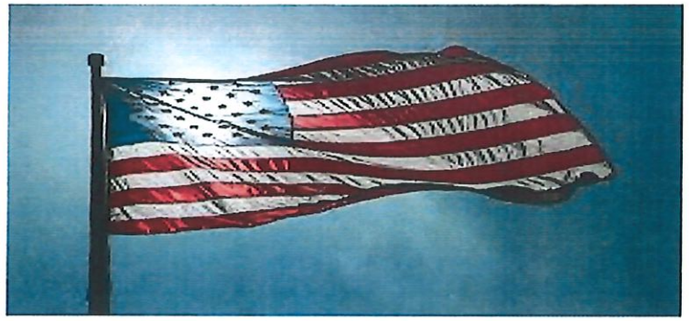
Thursday December 2, 2021

7:00-8:15	Sign in & Late Registration	
8:15-10:15	Invocation & Pledge of Allegiance	
	Jerry Flanik	2018 IRC Plan Review
10:15-10:30	Break	
10:30-12:00	Jerry Flanik	2018 IRC Plan Review
12:00-1:00	Lunch (On your own)	
1:00-2:00	Simpson Strong- Tie Presentation	
2:00-3:00	Jerry Flanik	2018 IRC Plan Review
3:00-3:15	Break	
3:15-5:00	Jerry Flanik	2018 IRC Plan Review
5:00	Adjourn	

Friday December 3, 2021

8:00-9:00	Invocation & Pledge of Allegiance
	MS State Board of Contractors Presentation
9:00-9:15	Break
9:15-10:45	Region IX Meeting
10:45-11:00	BOAM Business Meeting
11:00	Adjourn

This schedule is subject to change without notice. Please see the daily class listings.



2021 BOAM BOARD OF OFFICERS

President	Brian Measells	Bmeasells@rankincounty.org
Vice President	James Gentry	Jgentry@southhaven.org
Treasurer	Theresa Hydrick	Thydrick@co.harrison.ms.us
Secretary	Terry Williamson	twilliamson@ci.pontonic.ms.us
Two Year Director	Drew Smith	Drew.smith@ridgelandms.org
Two Year Director	Roy Haynes	rhaynes@ci.aberdeen.ms.us
One Year Director	Amy Heath	building@cityofpetal.com
One Year Director	Michael Rikard	mrikard@obms.us

Jerry Flanik

9671 Oxford Glen Drive
Mentor, Ohio
Tel: 216-256-3556
Email: jerry@associatedconsultingsolutions.com
associatedconsultingsolutions.com

ACS ASSOCIATED CONSULTING SOLUTIONS

ICC PREFERRED EDUCATION PROVIDER

Jerry Flanik is an ICC-Certified Master Code Professional (MCP) and holds over 40 various licenses and certifications. He is also a combination Plans Examiner, LEED BD+C Accredited Professional, and Certified Floodplain Manager (CFM). Jerry is also a member of the Ohio Building Officials Association and Past President of Building Officials Conference of North East Ohio.

Mr. Flanik is the President of Associated Consulting Solutions, LLC (ACS) in Cleveland, Ohio. ACS provides plan review services and provides pre and post design analysis services for architectural and engineering firms throughout the United States. ACS is also an ICC Preferred Education Provider, providing education throughout the United States. Previously, Gerald served as the Chief Building Official for Lake County, Ohio for 16 years. Prior to working as a code official, he owned and operated a design build contracting company.

Gerald holds a Bachelor of Science Degree in Mechanical Engineering and a Bachelor of Science Degree in Electrical Engineering from Cleveland State University; as well as, a degree in Civil Engineering Technology. He is also an adjunct faculty instructor at Lakeland College in the Civil and Electrical Engineering Departments.

Jerry is a professional consultant for corporations and government agencies throughout the United States, and for the International Code Council throughout the world.

m. Motion to approve a request from the Krewe of Nereids to hold their annual Mardi Gras Parade on Sunday February 20, 2022.

Krewe of Nereids , PO Box 111, Waveland MS 39576

Oct 29,2021

To: Mayor Mike Smith and the Board of Alderman
301 Coleman Ave
Waveland MS 39576

RE: Krewe of Nereids Parade

Dear Mayor Smith and the members of the Board of Alderman,

The Krewe of Nereids is submitting our annual request for permission to parade through the city of Waveland. Our Parade falls on Sunday February 20, 2022.

We plan to follow the Highway 90 route , west bound in the east bound lane, as we have done the last few years. We will begin the parade in Bay St Louis at 12:00 noon.
I can be present at the Board meeting . Please let me know when it will be put on your agenda.

Respectfully submitted,

Sue Ashman
Parade Officer
sueashman@aol.com
228-216-7864

n. Motion to ratify an Agreement between the City of Waveland and BXS Insurance to participate in a Group Insurance Plan and authorize the City Clerk's signature thereon.

AUTHORIZATION TO RELEASE DATA TO THIRD PARTIES & BUSINESS ASSOCIATE AGREEMENT

This Authorization to Release Data to Third Parties & Business Associate Agreement (hereinafter, the "Agreement") is made and entered into between City of Waveland ("Client" or "Covered Entity"), on its own behalf and on behalf of the group health plan that it sponsors for the benefit of its employees and their eligible dependents (the "Plan") and BXS Insurance ("BXSI" or "Business Associate").

DATA AUTHORIZATION

By executing this Agreement, Client authorizes and grants permission to BXS Insurance ("BXSI") to transfer or otherwise share with insurance carriers, third party administrators, and other entities ("third parties"), as necessary to service Client's account, any and all of Client's data currently held, available to, or otherwise in the possession of BXSI. The permissions granted under this Agreement shall authorize and permit BXSI to transfer and share any and all data with third parties. Client understands and agrees that the authority under this Agreement cannot be revoked during the time BXSI provides services to Client. Further, Client holds harmless, releases, waives, discharges and covenants not to sue BXSI, its directors, officers, employees, and agents from all liability to the Client, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, except in the event of gross negligence on BXSI's part, and any claim or demands therefore on account of the transfer of data to third parties.

BUSINESS ASSOCIATE AGREEMENT

The parties are entering into this Agreement to comply with the national standards for the privacy and security of individually identifiable Protected Health Information and electronic transactions adopted by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (45 C.F.R. parts 142, 160, 162, and 164) and Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, namely the Health Information Technology for Economic and Clinical Health Act ("the HITECH Act") (collectively, the "HIPAA Privacy and Security Standards").

1. **Definitions**. Except as otherwise provided in this Agreement, capitalized terms used herein shall have the meanings ascribed to them in the HIPAA Privacy and Security Standards.

1.1 Catch-All Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

1.2 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103.

1.3 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

1.4 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. **Description of Business Relationship**. Business Associate will provide benefits consulting and brokerage services (the "Services") related to the Plan. In performing its obligations, Business Associate will be provided with and have access to individually identifiable Protected Health Information ("PHI").

3. **HIPAA Privacy Standards**. Business Associate warrants that it will comply in all material respects with the HIPAA Privacy and Security Standards when using or disclosing PHI received by Business Associate from or on behalf of Covered Entity. Compliant with the HIPAA Privacy and Security Standards, Business Associate agrees to the following:

a. Business Associate will not use or disclose PHI received from Covered Entity in any way other than as permitted or required by this Agreement in providing the services contemplated in the Services Agreement.

i. Business Associate may use or disclose PHI:

a) As necessary for the proper management and administration of the Business Associate's business activities;

b) As may be required or permitted by law;

c) To provide data aggregation services, as defined by the HIPAA Privacy and Security Standards, relating to the health care operations of the Plan.

ii. Other than disclosures permitted by this Agreement or otherwise specifically identified in the Agreement, Business Associate will not disclose PHI to Covered Entity or another business associate of Covered Entity except as directed by Covered Entity in writing. Where Covered Entity directs Business Associate to disclose PHI to another business associate of Covered Entity, Business Associate reserves the right to disclose PHI directly to Covered Entity only.

iii. Business Associate will not disclose PHI to Covered Entity, except as permitted by and in accordance with Section 6 of this Agreement.

b. Business Associate will exercise all appropriate safeguards to prevent the use or disclosure of PHI other than as necessary for Business Associate to perform its obligations pursuant to the Services Agreement.

c. Except as otherwise limited in this Agreement, Business Associate may only use or disclose PHI solely as necessary to perform the Services for or on behalf of Covered Entity, if such use or disclosure would not violate the HIPPA Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity. The Covered Entity may, but shall not be obligated to, use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited. Business Associate agrees to immediately report to Covered Entity any use or disclosure of the PHI not provided for this Agreement of which it becomes aware, including breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate arising from an improper use or disclosure of PHI by the Business Associate or its officers, employees, agents, contractors or subcontractors.

d. Business Associate will require that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate in this Agreement.

e. Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules. Business Associate will make available to Covered Entity any relevant PHI in its possession, subject to any limitation permitted under the HIPAA Privacy and Security Standards. If Business Associate receives a request from an individual (or his or her personal representative) concerning access to his or her PHI, Business Associate shall provide a copy of such request to Covered Entity immediately. Business Associate will provide access to PHI as required by 45 C.F.R. §164.524 on Covered Entity's behalf. (All fees related to this access shall be borne by the individual seeking access to PHI.) The provision of access by Business Associate will not relieve Covered Entity of any additional and independent obligations to provide access to PHI.

f. Business Associate will provide or make available to Covered Entity any PHI that is subject to correction or amendment and to permit Covered Entity to amend such PHI as may be permitted or required under 45 C.F.R. §164.526. If Business Associate receives a request from an individual (or his or her personal representative) concerning the amendment or correction of his or her PHI, Business Associate shall provide a copy of such request to Covered Entity immediately. Business Associate shall not respond to any such individual request or permit any such amendment or correction without the approval and direction of Covered Entity. Upon receipt of written or electronic notice from Covered Entity, Business

Associate shall incorporate any such correction or amendment into any and all PHI maintained by Business Associate. Any such amendment or correction shall be completed within the time period mutually agreed to by the parties and will not relieve Covered Entity of any additional and independent obligations to amend or correct PHI.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

g. Upon receipt of written notice from Covered Entity, Business Associate shall promptly implement any restriction on the use or disclosure of PHI and any request for confidential communications, provided such restriction or request complies with the requirements of 45 C.F.R. §164.522.

h. Upon request from Covered Entity, Business Associate will, within a reasonable time period and from time to time, return to Covered Entity all PHI received from Covered Entity that Business Associate maintains in any form and all copies of such PHI (or if Covered Entity so requests, shall destroy such PHI and all copies and shall certify to Covered Entity that it has done so). If such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the PHI retained and will limit further uses and disclosures to those purposes that make return or destruction infeasible.

4. **HIPAA Security Standards.** Any PHI that is transmitted via Electronic Media or maintained in Electronic Media ("Electronic Protected Health Information" or "e-PHI") by Business Associate will be protected under standards and specifications no less stringent than those described in the HIPAA Security Standards ("Security Rule"), at 45 C.F.R. Parts 160 and 164 and with such security requirements of the HITECH Act as are applicable to business associates. In accordance with the Security Rule, the Business Associate will:

a. Implement administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

b. Ensure that any agent (including a subcontractor) to whom it provides such e-PHI agrees to implement reasonable and appropriate safeguards to protect it.

c. Report to Covered Entity any Security Incident of which it becomes aware, and take appropriate action to prevent the recurrence of such incident, including but not limited to, training members of its workforce, imposing sanctions, and/or adopting policies and procedures.

d. Authorize termination of this Agreement by Covered Entity if it determines that Business Associate violated a material term of this Agreement.

e. Make its policies and procedures related to the implementation of security safeguards available to the Secretary of DHHS for purposes of determining Covered Entity's compliance with the Security Rule.

5. **HIPAA Standard Transactions.** The provisions of this Section 5 will apply if Business Associate conducts electronic Transactions for or on behalf of Covered Entity. If Business Associate conducts, in whole or in part, electronic Transactions on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such electronic Transactions to comply, with the applicable requirements of 45 C.F.R. Part 162.

6. **Performance of Plan Administration Functions.** Business Associate will disclose PHI to the Covered Entity in accordance with the provisions of this Section 6.

a. All disclosures of PHI from Business Associate pursuant to this Agreement shall be made to the Plan, except for disclosures related to enrollment or disenrollment in the Plan, which may be disclosed to the Covered Entity.

b. Business Associate is authorized to provide Summary Health Information regarding participants in the Plan to the Covered Entity, upon request, for the purpose of (1) obtaining premium bids for providing health insurance coverage for the Plan, or (2) modifying, amending, or terminating the Plan.

c. Business Associate will disclose PHI to Covered Entity, provided:

i. Covered Entity provides written certification that the Plan has been amended to incorporate the provisions of 45 C.F.R. §164.504(f)(2) and agrees to comply with these requirements; and

ii. the Plan authorizes Business Associate, in writing, to disclose PHI to Covered Entity for certain plan administration functions.

Business Associate may rely on Covered Entity's certification and the Plan's written authorization and will have no obligation to verify (1) that the Plan document has been amended to comply with the requirements of 45 C.F.R. §164.504(f)(2) or this Agreement or (2) that the Covered Entity is complying the Plan document, as amended.

d. Prior to furnishing Business Associate with the Covered Entity's certification (described in (c) above), the Plan will ensure that (1) the Plan document has been amended to establish the uses and disclosures of PHI consistent with the requirements of 45 C.F.R. Part 164 that Covered Entity will be permitted and required to make for purposes of plan administration, and (2) the Covered Entity agrees to comply with the requirements of 45 C.F.R. §164.504(f)(2).

7. **Indemnification.** Business Associate will indemnify, defend and hold harmless Covered Entity from and against any and all claims, demands, damages, liabilities, losses and expenses (including reasonable attorney's fees) arising from any allegation, suit or claim made or threatened by any third party against Covered Entity arising from Business Associate's gross negligence, recklessness, or willful or malicious conduct in connection with the performance of services for the Plan as set forth in Section 2.

Covered Entity will indemnify, defend and hold harmless Business Associate from and against any and all claims, demands, damages, liabilities, losses and expenses (including reasonable attorney's fees) arising from any allegation, suit or claim made or threatened by any third party against Business Associate arising from Covered Entity's gross negligence, recklessness, or willful or malicious conduct in connection with the business relationship between the parties as set forth in Section 2.

8. **Obligations of Covered Entity.** As of the Effective Date, Covered Entity agrees to provide Business Associate with the following information:

a. A copy of Covered Entity's Notice of Privacy Practices, Privacy Policies and Procedures, and Security Policies and Procedures related to the Plan; and

b. Any changes in, or revocation of, permission by any individual (or his or her personal representative) to use or disclose PHI or e-PHI if such changes or revocation affect Business Associate's use or Covered Entity's disclosure of such information;

c. Notice of any restriction on the use or disclosure of PHI or e-PHI agreed to by Covered Entity; and

d. Notice of any request for confidential communications to which Covered Entity has agreed.

Covered Entity shall provide Business Associate with copies of any amendments, revisions, or changes to this information not later than 30 days of such amendment, revision, or change. Covered Entity is responsible for providing timely notice of the items described in this Section 7 to Business Associate, and Business Associate shall be required to comply with such amendments, revisions, or changes upon receipt. Business Associate shall not be liable if Covered Entity fails to provide notice of the information described in this Section. In addition, except as provided in Section 3(a), Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy and Security Standards if such action were taken by Covered Entity.

9. **Term.** The term of this Agreement shall commence on the Effective Date, and shall terminate when either the Agreement is terminated, the Services Agreement is terminated, or on the date Covered Entity terminates this Agreement for cause as provided in this Article V, whichever is sooner.

a. Termination for Cause. Business Associates authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of this Agreement or the Services Agreement.

b. Obligations upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. Continue to use appropriate safeguards and comply with Subpart C. of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

iii. Not Use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section 3.2(c), above; and

iv. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

10. **General Provisions**.

a. **Notices**. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or facsimile numbers:

If to Business Associate: BXS Insurance
Attn: Andy Impastato
525 E. Capitol St., 2nd Floor
Jackson, Mississippi 39201

If to Covered Entity:	City of Waveland	[Insert Name of Company]
	Attn:	[Insert Attention Name]
	301 Coleman Av	[Insert Street Address]
	Waveland, MS 395	[Insert City, State, Zip Code]

(or at such other address as any party may specify by notice to all other parties given as aforesaid). Unless otherwise specifically provided in this Agreement, such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered to a same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally, provided, that any notice of change of address shall be effective only upon receipt. Notice may be given on behalf of a party by its counsel.

b. **Entire Agreement; Amendment**. This writing constitutes the entire and only agreement of the parties with respect to the subject matter hereof and supersedes and cancels any and all prior negotiations, understandings and agreements concerning the subject matter hereof. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

c. **Waiver.** The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

d. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and permitted assigns.

e. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

f. **Headings; Language**. The section headings contained in this Agreement are for the purposes of convenience only and shall not affect the construction of provisions of this Agreement. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word "or" is used in the inclusive sense.

g. **Change of Law; Severability.** In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties shall amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties, and obligations established in this Agreement.

If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Privacy and Security Standards, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

h. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

i. **Applicable Law.** This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Mississippi and by the HIPAA Privacy and Security Standards.

j. **HIPAA Compliance.** The parties agree that this Agreement shall be interpreted and construed in a manner consistent with the national standards for the privacy and security of individually identifiable Protected Health Information adopted by the Department of Health and Human Services ("DHHS") pursuant to HIPAA, the HITECH Act, and the regulations promulgated thereunder. Any ambiguity in the Agreement shall be resolved to permit the parties to comply with the applicable requirements under HIPAA and the HITECH Act.

k. **No Third Party Beneficiaries.** Nothing expressed or implied in this Business Associate Agreement or in the underlying agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

l. **Independent Contractors**. The Parties are independent contractors. None of the provisions of this Agreement are intended to create, nor shall they be interpreted or construed to create, any relationship between Covered Entity and Business Associate other than that of independent contractors. Except as otherwise expressly set forth herein, neither Party hereto, nor any of its representatives, shall be deemed to be the agent, employee or representative of the other Party.

IN WITNESS WHEREOF, the parties have executed this **Authorization to Release Data to Third Parties & Business Associate Agreement** as of the day and year indicated below.

BXS Insurance	**Client/Covered Entity** City of Waveland
By: _____	**By:** _____
Title: _____	**Title:** City Clerk
Date: _____	**Date:** 10/22/21

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into this 1 day of May, 2021, by and between BXS Insurance, Inc. ("BXSI"), an organization organized under the laws of the State of Mississippi and having a principal place of business at 201 South Spring Street, Tupelo, MS 38804 and City of Waveland ("VENDOR") having a principal place of business at 301 Coleman Av, Waveland MS 39576.

In connection with a possible business relationship between the parties, each party intends to disclose certain confidential information to the other party to enable each party to: (i) evaluate the proposed business relationship; and (ii) conduct any ensuing business arrangement without the necessity of a further agreement governing the treatment of confidential information.

1. Protection of Confidential Information

Both parties to this Agreement hereby acknowledge, understand and agree that whether developed by BXSI, VENDOR or others employed by or associated with VENDOR or BXSI, all Confidential Information, as set forth in Section 2, is the exclusive and confidential property of the party disclosing the Confidential Information to the other party to this Agreement and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.

2. Definition of Confidential Information

"Confidential Information" shall mean information, whether or not originated by either party, which is used in either party's business and is (i) proprietary to, about or created by the disclosing party; (ii) gives the disclosing party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the disclosing party; (iii) designated as Confidential Information by the disclosing party, or from all the relevant circumstances should reasonably be assumed by the other party to be confidential and proprietary to the disclosing party; or (iv) not generally known by personnel of the other party. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

a. *Work Product.* Work product resulting from or related to work or projects performed or to be performed for disclosing party or for clients of the disclosing party, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith;

b. *Computer Software.* Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

c. *Other Proprietary Data.* Information relating to the disclosing party's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

d. *Business Operations.* Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the disclosing party's business;

e. *Marketing and Development Operations.* Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the disclosing party which have been or are being discussed; and

f. *Customer Information.* Names, lists or compilations of customers or clients and their representatives, contracts and their contents and parties, customer or client services, data provided by customers or clients and the type, quantity and specifications of products and services purchased, leased, licensed, or received by customers or clients of the disclosing party.

3. Exclusions from Confidential Information

"Confidential Information" shall not include information publicly known and the general skills and experience gained during either party's work with the other party which either party could reasonably have been expected to acquire in similar work with another company. The phrase "publicly known" shall mean readily accessible to the public in a written publication, and shall not include information, which is only available by a substantial searching of the published literature, and information the substance of which must be pieced together from a number of different publications and sources. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

4. Covenants of the Party Receiving Confidential Information

As a consequence of the receiving party's acquisition or anticipated acquisition of Confidential Information, the receiving party will occupy a position of trust and confidence with respect to the disclosing party's affairs and business. In view of the foregoing and of the consideration to be provided to receiving party, the receiving party agrees that it is reasonable and necessary that the receiving party make the following covenants:

a. *No Disclosure.* During initial discussion, demonstration and negotiation and during and after work for either party under this Agreement, the receiving party will not disclose Confidential Information to any person or entity other than as necessary in carrying out its duties on behalf of the disclosing party, without first obtaining the disclosing party's written consent, and will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against the receiving party's disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and the receiving party understands that such similarity does not excuse the receiving party from abiding by its covenant or other obligations under this Agreement.

b. *No Use, Copying or Transfer.* During initial discussion, demonstration and negotiation and during and after work for either party under this Agreement, both parties will not use, copy or transfer Confidential Information other than as necessary in carrying out its duties on behalf of the other party, without first obtaining the other party's written consent, and will take all reasonable precautions to prevent inadvertent use, copying or transfer of such Confidential Information. This prohibition against either party's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products or services (including software in any form) which embody or are derived from Confidential Information, or exercising judgment in performing analysis based upon knowledge of Confidential Information.

c. *No Use of Name or Trademark.* Both parties agree not to make any written use of or reference to the other party's name or trademarks (or any name under which the other party does business) for any marketing, public relations, advertising, display or other business purpose or make any use of the other party's facilities for any activity unrelated to the express business purposes and interests of the other party under this Agreement, without the prior written consent of the other party, which consent may be withheld or granted in the sole and absolute discretion the other party.

d. *Non-Public Personal Information.* Notwithstanding anything in this Agreement to the contrary, VENDOR and its employees shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the Services. Without limiting the generality of the preceding sentence, VENDOR and its associates agree that;

(1) It will keep confidential and will not use nor disclose to any other party (including, but not limited to, affiliates of VENDOR) any nonpublic personal information which it receives from or on behalf of BXSI in connection with providing Services under

this Agreement, except to perform the Services in accordance with this Agreement and;

(2) It will not directly initiate charges to any account of any BXSI customers.

For purposes of this provision, the terms "nonpublic personal information" shall have the meanings set forth in § 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. § 6809) and implementing regulations thereof.

This obligation shall survive termination or expiration of the Agreement.

5. **Return or Destruction of Confidential Information.**
The parties agree that subsequent to the execution of this agreement, Confidential Information will be exchanged. The parties each agree they will not make any copies of the Confidential Information, except as necessary to assist in evaluation of the Business Purpose. Promptly upon completion of such evaluation of the Business Purpose or upon the termination of this agreement or upon written request of either party, whichever shall first occur, the parties shall either destroy or return to the Company all copies of the Confidential Information provided, that, subject to the confidentiality provisions herein, the parties will not be obligated to erase Confidential Information that is contained in an archived computer system backup in accordance with that party's policies and procedures or security and disaster recovery procedures. Each party may retain one copy of all Confidential Information prepared by it or its Recipients for archival or record retention purposes as required by such applicable law or regulation. At the request of either party, the other party shall certify in writing that the Confidential Information has been destroyed or returned in accordance with the provisions hereof. Notwithstanding the return or destruction of Confidential Information, the parties will continue to be bound by the obligations hereunder.

6. **Non-solicitation**
For a period of one (1) year following the date of this Agreement, the parties hereby agree that neither of them will directly nor indirectly solicit for the purpose of hiring any employee of the other party or any of their respective subsidiaries with whom such party had substantial contact in connection with the exchange of Confidential Information pursuant to this Agreement, provided that this prohibition shall not apply to: (A) employment advertisements placed in publications of general circulation or in trade journals, or other means not directed specifically at such employee or officer, or (B) contact initiated by such officer or employee.

For a period of one (1) year following the date of this Agreement, the parties hereby agree that neither of them will directly nor indirectly solicit any customers of the other party who are identified in any Confidential Information, provided that this prohibition shall not apply to: (A) any customers of the other party with whom both parties have an independent banking relationship or with whom either party has had contact with in the twelve (12) month period preceding the date of this Agreement, (B) contact initiated by such customer, or (C) advertisements placed in publications of general circulation or in trade journals, or other means not directed specifically at such customer.

7. **Injunctive Relief**
It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by either party of any of said covenants and that any such breach by either party will cause the other party great and irreparable injury and damage. Accordingly, both parties agrees that the other party may apply for, without waiving any additional rights or remedies otherwise available to the other party at law or in equity or by statute, injunctive and other equitable relief in the event of a breach or intended or threatened breach by either party of any of said covenants.

8. **Miscellaneous**

a. *Governing Law.* This Agreement will be governed and construed in accordance with the laws of the State of Mississippi without regard to the conflicts of laws or principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in Lee County, Mississippi or the United States District Court for the Northern District of Mississippi.

b. *Severability.* In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

c. *Waiver.* No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to BXSI's and VENDOR's confidentiality and nondisclosure obligations.

f. *Termination.* This Agreement shall terminate on the latest of (i) the fifth anniversary of the last date on which Confidential Information was provided to the Receiving Party; and (ii) with respect to a particular Project, the date on which a definitive legal agreement concerning such project, and containing provisions governing the protection of confidential information, is executed by the Parties. Notwithstanding the foregoing, the obligations of the Receiving Party with respect to Confidential Information disclosed or obtained prior to any termination of this Agreement shall survive any such termination.

g. *Audit.* VENDOR agrees that BXSI shall have the option to audit the VENDOR's compliance with this agreement. Records pertaining to same shall be made available to auditors and BXSI during normal working hours and upon reasonable notice.

AGREED:

BXS Insurance, Inc.:

_____
Signature

_____
Printed Name *Date*

VENDOR:

_____
Signature

James M Lagasse 10/22/21
Printed Name *Date*

o. Motion to ratify an Agreement between the City of Waveland and Colonial Insurance to offer the employees flexible supplemental plans, and authorize the City Clerk's signature thereon.

Please check one:

- ○ New Account
- ⊘ Existing account implementing a flex plan.
  Indicate existing BCN E7106321

Federal Tax ID# 64-6001207

Colonial Life

Flex Plan Supplemental Form

Plan Dates:

Colonial Life Plan Effective Date:	01 / 01 / 2022	
Initial Enrollment Dates:	Start 12 / 01 / 2021	Stop 12 / 31 / 2021
Subsequent (Future) Plan Document Date:	01 / 01 / 2023	
Subsequent (Future) Enrollment Dates:	Start 11 / 15 / 2022	Stop 12 / 31 / 2022

Employer Reminder Notice

We are pleased you have selected Colonial Life & Accident Insurance Company (hereinafter called Colonial Life) as a supplier of insurance under the flexible benefits plan that you are implementing within the guidelines of Section 125 of the Internal Revenue Code. As a supplier of currently acceptable insurance coverage, we would like to remind you of several elements of Code Section 125.

1. You should have a written plan document that addresses the 6 primary elements listed in the Proposed Regulations.
2. You should realize that as a result of salary reduction you, the employer, reduce your FICA (Social Security) contributions as a result of your employees' reducing their FICA contributions. Both of these reductions may ultimately somewhat reduce the Social Security benefit eventually paid to the employee.
3. You should review state statutes as they pertain to state tax implications of employees salary reductions under your plan. In addition, you should check with your Workers' Compensation Insurance carrier to determine if the Workers' Compensation insurance can be based on the reduced gross pay after salary reductions.
4. Because premiums being paid are considered employer paid, certain claim payments will be subject to 1099 reporting by Colonial Life.
5. Payments for the first six months of total disability are subject to FICA tax. Colonial Life will withhold the correct FICA taxes from these claim payments and notify you, the employer, of your obligation to pay the employer's portion of the FICA tax and the amount due. You will be required to add the disability payment to the employee's W-2 or provide a separate W-2 for the amount of the payment.
6. Once employee elections are made, they may not be changed during the plan year except under circumstances outlined in the Plan document. Any changes must be communicated to Colonial Life in writing by your Plan Administrator. Since premiums are considered employer paid, all refunds will be made to the employer. The employer will be responsible for any tax withholdings and reporting and for distributing the refunds to employees.
7. The cost of certain insurance coverage is required to be reported by the employer on the employees' Form W-2 for information only. Colonial Life's hospital confinement indemnity and specified disease products are required to be reported on Form W-2 for this purpose when all or part of the premiums are paid through salary reduction (pretaxed) by the employer. The premiums are not considered to be taxable income to the employee.
8. Certain benefit plans, when pretaxed, may become subject to the Employee Retirement Income Security Act of 1974 (ERISA). Under ERISA, all employers (other than governmental and church employers) must provide each participant in a welfare or pension benefit plan with a summary plan description.
9. Flexible benefit plans are subject to discrimination rules to ensure highly compensated and key employees are not allowed to benefit from the plan disproportionately compared to other employees. The employer is responsible for complying with the discrimination guidelines.

You should consult your professional advisors, lawyers, and/or Certified Public Accountants for answers to specific questions.

I acknowledge that I have read and understand the Flex Plan Supplemental Form. This also serves as confirmation of existing plan dates, any amendments to them if applicable, and inclusion of Colonial Life products under the plan.

City of Waveland
Account Name

Colonial Life Producer Name

CITY CLERK JAMES M. LAGASSE
Authorized Officer Name

Title

Signature of Authorized Officer

Date (mm/dd/yyyy)

©2013 Colonial Life & Accident Insurance Company.
Colonial Life products are underwritten by Colonial Life & Accident Insurance Company, for which Colonial Life is the marketing brand.

p. Motion to approve a Task Order 221-033.005 from Compton Engineering to perform construction oversight and engineering for the Handicapped Beach Access project in the amount of $25,000.00. (This project will be funded by MS Tidelands Funding and will take 210 Calander days to complete.)

EXHIBIT 1
TASK ORDER REQUEST
221-033.005

AMMENDED (11-10-21)

Date: November 10. 2021

Description of Requested Work:

Handicap Beach Access Redesign and Bid.
Modify design and Prepare bid documents for construction of Beach Handicap Access Ramp, with bird watching stations. Current Design based on Pre-Zeta site conditions.

All anticipated permitting requirements have been met and are not included in this Task Order.

AMENDMENT No. 1: Provide Construction Phase Services. This will increase the amount of this Task Order to $25,000.00

To be provided by Engineer:

Re-design and re-bid (T&M NTE)	$ 5,000.00
CE&I (T&M NTE)	$ 20,000.00
Total amount of Task Order	$ 25,000.00

Engineer's Signature Robert A. Fischer

Date Accepted: _____

_____
Signature

q. Motion to approve a Task Order 221-033.010-1 from Compton Engineering to perform a survey of (3) three parcels at the Waveland Cemetery in the amount of $7,950.00.

EXHIBIT 1
TASK ORDER REQUEST
221-033.013-1

Date: November 8, 2021

Description of Requested Work:

Boundary Survey of the City of Waveland Cemetery. (**This does not include cemetery individual grave site locations**).

To be provided by Engineer:

Surveying	$ 7,950.00
Total amount of Task Order (not to exceed)	$ 7,950.00

Engineer's Signature Robert A. Fischer

Date Accepted: _____ _____
Signature

r. Motion to approve a Task Order 221-033.013-1 from Compton Engineering to perform a survey of the gas supply line including 500 linear feet of Kiln-Waveland Cuttoff to Stennis Drive in the amount of $6,500.00. (Requested by Public Works Supervisor and recommended by city attorney.)

EXHIBIT 1
TASK ORDER REQUEST
221-033.010-1

Date: October 25, 2021

Description of Requested Work:

Waveland Gas Main Survey.
Survey of the City of Waveland gas main along the Highway 603 right-of-way (ROW) from Stennis Airport Drive to and including 500 linear feet on the Kiln-Waveland Cutoff Road ROW. Work shall include providing a drawing illustrating the location of the gas main in relation to the ROW as shown on the county tax parcel maps. Survey will not require the services of a PLS and will therefore, not be stamped. Survey does not include identifying the limits of the highway ROW, unless requested, at which time a modification to the task order will be presented for approval.

To be provided by Engineer:

Surveying	$ 4,800.00
Drawings	$ 1,700.00
Total amount of Task Order (not to exceed)	$ 6,500.00

Engineer's Signature Robert A. Eschen

Date Accepted: _____ _____
Signature

s. Motion to approve a Task Order 221-033.013-14 in the amount of $110,000.00 from Compton Engineering, to provide a design of water and sewer infrastructure on Monroe St. From Rue De LaSalle to Carroll Ave. And on Chris St. From Monroe to Singleton. (This will provide water and sewer services to roughly 50 to 60 new homes within the city.)

EXHIBIT 1
TASK ORDER REQUEST
221-033.014

Date: November 8, 2021

Description of Requested Work:

Design of Water and Sewer Infrastructure on Monroe Street from Rue De La Salle to Carroll Street and on Chris Street from Monroe Street to Singleton Street –

To be provided by Engineer: Work includes topographic surveying, design drawings, and preparation of bid documents for the above-mentioned utility improvements. Services do not include, bidding and award, geotechnical investigations, environmental permitting or construction-phase services. If desired, we can prepare a modification to the task order to include the additional fees for the requested services.

Total Amount of Task Order $ 110,000.00

Estimated Date of Completion 120 days

Engineer's Signature

Date Accepted: _____

Signature

t. Motion to approve a Task Order 221-033.013-15 from Compton Engineering to perform an evaluation of existing sewer in the Margie St. area in the amount of $2,500.00 (This will help to remove grinders in this area of the city.)

EXHIBIT 1
TASK ORDER REQUEST
221-033.015

Date: November 8, 2021

Description of Requested Work:

Evaluation of the existing gravity sewer (i.e., manholes) at the intersection of Margie Street and Sycamore Street to determine if existing grinder pumps at the intersection can be converted to gravity sewer and connected to the adjacent gravity sewer system.

To be provided by Engineer:

Work includes determining the depth of the existing gravity sewer adjacent to the intersection in question and the distance from the sewer to the nearest residential structure to determine if adequate slope and velocity can be achieved in support of converting the dwelling to gravity sewer in lieu of low-pressure sewer. It is our understanding that this evaluation pertains to a limited number of structures near the intersection and isn't related to an overall design of a new gravity sewer basin. Work does not include topographic surveying, design drawings, and preparation of bid documents, bidding and award, geotechnical investigations, environmental permitting or construction-phase services. If desired, we can prepare a modification to the task order to include fees for the additional requested services.

Total Amount of Task Order (Hourly NTE) $ 2,500.00

Estimated Date of Completion 10 days

Engineer's Signature Robert A. Fischer

Date Accepted: _____ _____
Signature

u. Motion to approve a Task Order 221-033.013-16 from Compton Engineering to perform an evaluation of existing sewer in the Ryan and Noonan Street area in the amount of $2,500.00 (This will help to extend gravity sewer in this area of the city with no water or sewer services.)

EXHIBIT 1
TASK ORDER REQUEST
221-033.016

Date: November 10, 2021

Description of Requested Work:

Evaluation of the existing gravity sewer (i.e., manholes) in the vicinity of Ryan Street and Noonan Street if existing grinder pumps in the area can be converted to gravity sewer and connected to the adjacent gravity sewer system or if it is feasible to design and construct a new gravity sewer basin with a small sewage lift station to eliminate the need for City-owned residential grinder pumps.

To be provided by Engineer:

Work includes determining the depth of the existing gravity sewer adjacent to the intersection in question and the distance from the sewer to the nearest residential structure to determine if adequate slope and velocity can be achieved in support of converting the dwelling to gravity sewer in lieu of low-pressure sewer. It is our understanding that this evaluation pertains to a limited number of structures in the area and doesn't include an overall design of a new gravity sewer basin. The evaluation may include a providing a preliminary cost estimate for constructing a new gravity sewer basin for the affected area in an effort to eliminate City-owned grinder pumps. Work does not include topographic surveying, design drawings, and preparation of bid documents, bidding and award, geotechnical investigations, environmental permitting or construction-phase services. If desired, we can prepare a modification to the task order to include fees for the additional requested services.

Total Amount of Task Order (Hourly NTE) $ 2,500.00

Estimated Date of Completion 15 days

Engineer's Signature Robert A. Fischer

Date Accepted: _____ _____
Signature

v. Motion to appoint Assistant Chief Tommy Carver Jr. As the city's second appointee on the 911 commission.

w. Motion to approve Invoice 221-019-7 from Compton Engineering in the amount of $2,285.00 - Hurricane Zeta Projects.

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

City of Waveland
Attn: Purchasing Manager
P.O. Box 539
Waveland, MS 39576

Invoice number 221-019-7
Date 10/31/2021

Project **221-019 Waveland Multiple Projects Directed to Hurricane Zeta**

Period of Service: October 1 - 28, 2021

Professional Fees

221-019.003 - VFW Memorial

VFW Memorial Design

	Hours	Rate	Billed Amount
Engineer Intern	3.00	105.00	315.00
Administrative Assistant	1.50	60.00	90.00

221-019.006 - Waveland Public Works

PW Estimates

	Hours	Rate	Billed Amount
Engineer Principal	2.50	185.00	462.50
Engineer Intern	13.50	105.00	1,417.50
Professional Fees subtotal	20.50		2,285.00

Invoice total **2,285.00**

x. Motion to approve Invoice 221-033.001-8 from Compton Engineering in the amount of $7,399.98 - Citywide Road Paving Project.

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

City of Waveland
Attn: Purchasing Manager
P.O. Box 539
Waveland, MS 39576

Invoice number 221-033.001-8
Date 10/31/2021

Project 221-033.001 WAVELAND ROAD PAVING ROAD 2021

Period of Service: October 1 - 28, 2021

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Engineering		74,000.00	70.00	44,399.98	51,799.96	7,399.98
Bidding		5,000.00	0.00	0.00	0.00	0.00
Construction Services		118,500.00	0.00	0.00	0.00	0.00
	Total	197,500.00	26.23	44,399.98	51,799.96	7,399.98

Invoice total 7,399.98

y. Motion to approve travel to Jackson on January 5, 2022, for the Gulf Coast Legislative Reception for Mayor, Board, City Clerk and Police Chief. The cost to the city will be one night's lodging, 2 days per diem, and mileage or the use of a city vehicle.

z. Motion to approve travel to Jackson on January ____, 2022, for the MML Winter Conference for Mayor, Board, City Clerk. The cost to the city will be 4 nights lodging, 5 days per diem, and mileage or the use of a city vehicle.

aa. Motion to approve the Docket of Claims paid and unpaid in the amount of $704,897.74 dated November 17, 2021, as submitted.

CITY OF WAVELAND

DOCKET OF PAID CLAIMS DATE: 11/17/2021 PAGE: 1

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5399	909	CITY OF WAVELAND	110221 DEBT	11/02/2021	167,721.88			
	200-000-135	DUE TO A/P PAY	DUE TO A/P PAY			167,721.88		
5400	909	CITY OF WAVELAND	110221 PR DK	11/02/2021	5,616.00			
	601-000-151	DUE TO 001 GENERAL F	DUE TO 001 GENERAL FUND			5,616.00		
5401	909	CITY OF WAVELAND	110221 REST	11/02/2021	252.00			
	099-000-135	DUE TO A/P PAY	DUE TO A/P PAY			252.00		
5402	909	CITY OF WAVELAND	110221 ZETA	11/02/2021	12,696.06			
	130-000-135	DUE TO A/P PAY	DUE TO A/P PAY			12,696.06		
5403	909	CITY OF WAVELAND	110221UTIL D	11/02/2021	32,953.94			
	400-000-135	DUE TO A/P PAY	DUE TO A/P PAY			32,953.94		
5404	1688	PAYROLL CLEARING	1104 UTIL PR	11/04/2021	24,049.49			
	400-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			24,049.49		
5405	1688	PAYROLL CLEARING	110421 GEN P	11/04/2021	158,630.07			
	001-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			158,630.07		
5406	71	WATER AND WASTE SPECIALTIES	26252	10/01/2021	1,165.00			
	400-724-570	OTHER SUPPLIES & MAT	10 BOTTLES CHLORINE			1,100.00	3,430.00	30,000.00
	400-724-570	OTHER SUPPLIES & MAT	FUEL SURCHARGE			65.00	3,495.00	30,000.00
		TOTAL >>>			403,084.44			
						403,084.44		

DOCKET NUMBER	VENDOR	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		200-000-000			167,721.88		
		601-000-000			5,616.00		
		099-000-000			252.00		
		130-000-000			12,696.06		
		400-000-000			58,168.43		
		001-000-000			158,630.07		

CITY OF WAVELAND

DOCKET OF UNPAID CLAIMS DATE: 11/17/2021 PAGE: 1

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5407	54	AARON WILKINSON	6553	11/09/2021	95.00			
	001-200-637	REPAIRS & MAINTENANC	I HOUR LABOR TO CHANGE COI			95.00	7,030.12	35,000.00
5408	54	AARON WILKINSON	6554	11/09/2021	285.00			
	400-724-637	REPAIRS & MAINTENANC	HOURS TO CHECK WELLS			285.00	1,999.94	25,000.00
5409	54	AARON WILKINSON	6555	11/09/2021	190.00			
	400-726-637	REPAIRS & MAINTENANC	HRS TO REPAIR SPRUCE ST. L			190.00	5,830.00	100,000.00
5410	1617	AFFORDABLE COMPUTER SOLUTIONS	339	11/01/2021	2,313.25			
	001-140-636	MAINTENANCE AGREEMEN	COMPUTER NETWORK SUPPORT			600.00	2,706.70	31,200.00
	001-200-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			600.00	12,080.50	31,000.00
	001-280-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00	1,383.38	7,500.00
	400-710-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00	1,409.18	6,000.00
	001-260-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			100.00	2,487.20	16,000.00
	001-140-605	TELEPHONE	10 MICROSOFT BASIC EMAILS			57.00	1,505.06	17,000.00
	001-140-605	TELEPHONE	3 MICROSOFT STANDARD EMAIL			42.75	1,547.81	17,000.00
	001-200-605	TELEPHONE	26 MICROSOFT BASIC EMAIL			142.50	1,911.30	21,075.00
	001-115-605	TELEPHONE	6 MICROSOFT BASIC EMAIL			34.20	412.46	2,260.00
	001-260-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			11.40	1,095.46	15,000.00
	001-280-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			28.50	387.98	5,240.00
	400-710-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			28.50	433.70	8,606.00
	400-700-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	72.74	400.00
	001-301-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			11.40	34.20	75.00
	001-550-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	140.32	
	001-571-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			11.40	430.54	2,500.00
	001-270-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	17.10	
	001-160-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	17.10	70.00
	001-450-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	76.78	600.00
	001-400-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	17.10	
	400-722-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			11.40	307.32	1,700.00
5411	934	AMERICAN MUNICIPAL SERVICES	51568	11/09/2021	405.83			
	001-115-601	PROFESSIONAL SERVICE	FEES DUE FOR COLLECTION			405.83	1,217.49	3,000.00
5412	1629	AT&T MOBILITY	X11052021	10/27/2021	155.64			
	001-120-606	CELLPHONE	MAYOR'S CELL PHONE			59.98	179.94	725.00
	001-140-606	CELLPHONE	CITY CLERK'S CELL PHONE			50.36	151.08	1,800.00
	001-160-606	CELLPHONE	CITY ATTORNEY CELL PHONE			45.30	135.90	750.00
5413	1062	AUTOZONE STORES LLC	0074429652	10/29/2021	224.86			
	400-710-637	REPAIRS & MAINTENANC	C769 DISC BRAKE CALIPER			65.99	8,281.71	1,750.00
	400-710-637	REPAIRS & MAINTENANC	C768 DISC BRAKE CALIPER			65.99	8,347.70	1,750.00
	400-710-637	REPAIRS & MAINTENANC	DG1012 DURALASTGOLD BRAKE			32.89	8,380.59	1,750.00
	400-710-637	REPAIRS & MAINTENANC	54111 DURALAST BRAK ROTOR			88.66	8,469.25	1,750.00
	400-710-637	REPAIRS & MAINTENANC	MKD1392 DURALAST BRAKE PAD			21.33	8,490.58	1,750.00
	400-710-637	REPAIRS & MAINTENANC	BRAKE CALIPER CORE			50.00-	8,440.58	1,750.00
5414	1361	AXON ENTERPRISE, INC.	SI-1671788	07/27/2020	2,112.00			
	103-212-760	OTHER EQ/HEAVY EQ/FU	TASER 60 YEAR 4 PAYMENT			2,112.00	6,336.00	

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5415	1792	BAYOU CADDY TRUCKING	9235	11/10/2021	2,178.48			
	001-301-599	MAINT SUPPLIES - ROA	20 TON LOADS OF CRUSHED CO			2,178.48	8,769.44	50,000.00
5416	583	BAYOU CADDY UTILITY, SOUTH, LL	111	10/06/2021	600.00			
	400-724-661	WATER - PURCHASE FOR	BASE BILLING - SEPT - OCT			600.00	5,444.40	10,000.00
5417	583	BAYOU CADDY UTILITY, SOUTH, LL	112	11/06/2021	600.00			
	400-724-661	WATER - PURCHASE FOR	BASE BILLING - OCT - NOV			600.00	6,044.40	10,000.00
5418	583	BAYOU CADDY UTILITY, SOUTH, LL	113	11/04/2021	1,222.20			
	400-724-661	WATER - PURCHASE FOR	EXCESS BILLING SEP - NOV			1,222.20	7,266.60	10,000.00
5419	1782	BAYOU TRAILERS MANUFACTURING	10196	10/13/2021	149.97			
	001-260-590	EQUIPMENT REPAIRS &	VENT DOME COVERS			149.97	739.91	8,000.00
5420	1324	BETZ ROSETTI AND ASSOCIATES, I	4962/4940	10/27/2021	2,532.00			
	001-115-625	INSURANCE	4 ADMIN BOND RENEWAL			561.36	1,696.08	1,500.00
	001-140-625	INSURANCE	6 ADMIN BOND RENEWAL			823.92	32,002.34	60,000.00
	001-280-625	INSURANCE	4 ADMIN BOND RENEWAL			561.36	1,684.08	2,450.00
	400-710-625	INSURANCE	4 ADMIN BOND RENEWAL			579.36	1,738.08	1,000.00
	001-115-625	INSURANCE	ADD DEPUTY COUT CLERK			6.00	1,702.08	1,500.00
5421	727	BIENVILLE PARISH SHERIFF'S OFF	2021	11/02/2021	60.50			
	400-725-601	PROFESSIONAL SERVICE	NATURAL GAS STORAGE			60.50	1,181.50	29,000.00
5422	2003	BUILDING OFFICIALS ASSCO. OF M	NOV 2021	11/04/2021	150.00			
	001-280-610	TRAINING	WINTER CONFERENCE REGISTRA			150.00	450.00	1,000.00
5423	1311	C SPIRE BUSINESS SOLUTIONS	655785-62	10/31/2021	278.99			
	001-200-636	MAINTENANCE AGREEMEN	BACK UP CIRCUIT FOR PD			278.99	12,359.49	31,000.00
5424	1040	CARD SERVICES	24431068V2DJ	10/10/2021	641.80			
	001-200-570	OTHER SUPPLIES & MAT	20 MOTOROLKA APX400 SHOULD			641.80	2,529.32	9,800.00
5425	1040	CARD SERVICES	24692168K2XJ	10/02/2021	85.58			
	099-200-570	OTHER SUPPLIES & MAT	720 SETS OF 3 PK CRAYONS			85.58	256.74	
5426	1040	CARD SERVICES	246921695X7A	10/20/2021	330.02			
	001-301-590	EQUIPMENT REPAIRS &	25X10 TIRES (QTY OF 40)			330.02	1,620.32	30,000.00
5427	1040	CARD SERVICES	OCT 2021	11/01/2021	402.99			
	001-140-614	TRAVEL - LODGING	3 NIGHT HOTEL STAY			402.99	1,784.97	4,000.00
5428	1040	CARD SERVICES	OCT2021	11/01/2021	288.00			
	001-140-614	TRAVEL - LODGING	3 NIGHT STAYAT DOUBLETREE			288.00	2,072.97	4,000.00
5429	1101	CFS INSPECTIONS	2021KS0204	10/28/2021	875.00			
	001-260-636	MAINTENANCE AGREEMEN	AERIAL LADDER INSPECTION			875.00	3,362.20	16,000.00
5430	593	CHANCELLOR SUPPLY INC	01030224808-	11/01/2021	102.00			
	001-200-570	OTHER SUPPLIES & MAT	18W GU24 LAMP			52.50	2,581.82	9,800.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-200-570	OTHER SUPPLIES & MAT	32W 3500K LAMP			49.50	2,631.32	9,800.00
5431	909	CITY OF WAVELAND	NOV 2021	11/01/2021	25,160.97			
	400-840-810	MDEQ SRF LOAN PRINCI	PRINCIPAL PAYMENT			18,366.41	55,099.23	221,849.80
	400-840-820	MDEQ SRF LOAN INTERE	INTREST PAYMENT			6,794.56	20,383.68	80,081.88
5432	14	COAST EPA	45484	10/26/2021	82.76			
	400-726-630	UTILITIES - ELECTRIC	635330-061 RANIER ST 5083			82.76	248.28	79,000.00
5433	348	COASTAL HARDWARE & RENTAL	A20421951	11/02/2021	617.00			
	001-301-599	MAINT SUPPLIES - ROA	15 INCH CULVERTS			617.00	9,386.44	50,000.00
5434	348	COASTAL HARDWARE & RENTAL	B20377957	11/08/2021	10.96			
	400-722-637	REPAIRS & MAINTENANC	MP XMP 90DEG FITTING			10.96	10,462.32	69,000.00
5435	237	COMPTON ENGINEERING, INC	221-019-7	10/31/2021	2,285.00			
	130-140-698	ZETA DISASTER CONTRA	HURRICANE ZETA PROJECTS			2,285.00	6,855.00	
5436	237	COMPTON ENGINEERING, INC	221033.001-8	10/31/2021	7,399.98			
	320-301-603	PROFESSIONAL SERV-EN	WAVELAND ROAD PAVING			7,399.98	22,199.94	300,000.00
5437	22	CONSOLIDATED PIPE & SUPPLY CO,	3712862	10/14/2021	1,380.00			
	400-722-637	REPAIRS & MAINTENANC	1 X 3/4 TEE			1,380.00	11,842.32	69,000.00
5438	22	CONSOLIDATED PIPE & SUPPLY CO,	3714183-003	11/05/2021	3,631.25			
	400-722-637	REPAIRS & MAINTENANC	CASES GLOVES			1,605.00	13,447.32	69,000.00
	400-722-637	REPAIRS & MAINTENANC	3/4 GALV CPLG			312.00	13,759.32	69,000.00
	400-722-637	REPAIRS & MAINTENANC	1" GALV CPLG			360.00	14,119.32	69,000.00
	400-722-637	REPAIRS & MAINTENANC	2" GALV CPLG			348.00	14,467.32	69,000.00
	400-722-637	REPAIRS & MAINTENANC	3/4 MUL FIP ADPT			525.00	14,992.32	69,000.00
	400-722-637	REPAIRS & MAINTENANC	3/4 MIPTXCOMP ADPT			481.25	15,473.57	69,000.00
5439	22	CONSOLIDATED PIPE & SUPPLY CO,	3714662	09/08/2021	3,695.00			
	400-725-637	REPAIRS & MAINTENANC	3/4 REX WHEELER F/CI			625.00	8,434.72	75,000.00
	400-725-637	REPAIRS & MAINTENANC	1 REX WHEELER F/CI			680.00	9,114.72	75,000.00
	400-725-637	REPAIRS & MAINTENANC	3/4X3/4 PERF RISER			768.00	9,882.72	75,000.00
	400-725-637	REPAIRS & MAINTENANC	3/4 MCO MTR STP			1,008.00	10,890.72	75,000.00
	400-725-637	REPAIRS & MAINTENANC	1X1 CENTRAL PB RISER			384.00	11,274.72	75,000.00
	400-725-637	REPAIRS & MAINTENANC	1 MDC MTR STP			230.00	11,504.72	75,000.00
5440	22	CONSOLIDATED PIPE & SUPPLY CO,	3715118	10/28/2021	560.00			
	400-710-637	REPAIRS & MAINTENANC	5/8X3/4 MCDONALD YOKES			560.00	9,000.58	1,750.00
5441	22	CONSOLIDATED PIPE & SUPPLY CO,	3715451	10/28/2021	2,790.00			
	400-726-637	REPAIRS & MAINTENANC	E JORDAN RING			1,490.00	7,320.00	100,000.00
	400-726-637	REPAIRS & MAINTENANC	E JORDAN SEWER COVER			1,140.00	8,460.00	100,000.00
	400-725-637	REPAIRS & MAINTENANC	3/4 STD MI GALV SQ PLUG			100.00	11,604.72	75,000.00
	400-725-637	REPAIRS & MAINTENANC	1 STD CI GALV SQ PLUG			60.00	11,664.72	75,000.00
5442	22	CONSOLIDATED PIPE & SUPPLY CO,	3715566	10/28/2021	9,776.00			
	400-722-591	METER & COMPONENT SU	NEPTUNE 10 GAL WHOLE METER			9,776.00	29,328.00	60,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5443	22	CONSOLIDATED PIPE & SUPPLY CO,	3715578	10/28/2021	3,110.00			
	400-710-637	REPAIRS & MAINTENANC	SWCLXIP DBL CK			1,830.00	10,830.58	1,750.00
	400-710-637	REPAIRS & MAINTENANC	BAL MTR VAL			1,280.00	12,110.58	1,750.00
5444	22	CONSOLIDATED PIPE & SUPPLY CO,	3715629	10/26/2021	102.00			
	400-722-637	REPAIRS & MAINTENANC	3/4 MUL H15403-N COMP UNIO			25.00	15,498.57	69,000.00
	400-722-637	REPAIRS & MAINTENANC	1 MUL H15403-N COMP UNION			28.00	15,526.57	69,000.00
	400-722-637	REPAIRS & MAINTENANC	3/4X1 MUL H15343-N COMP WY			49.00	15,575.57	69,000.00
5445	22	CONSOLIDATED PIPE & SUPPLY CO,	3715734	11/03/2021	213.00			
	400-710-637	REPAIRS & MAINTENANC	NEPTUNE MRX920 V4 ANTENNA			98.00	12,208.58	1,750.00
	400-710-637	REPAIRS & MAINTENANC	NEPTUNE MRZ920 V4 ANT BASE			115.00	12,323.58	1,750.00
5446	358	CONTROL SYSTEMS	60443	10/29/2021	572.47			
	400-724-637	REPAIRS & MAINTENANC	ALTERNATOR FOR WELL WATCH			556.35	2,556.29	25,000.00
	400-724-637	REPAIRS & MAINTENANC	FREIGHT			16.12	2,572.41	25,000.00
5447	1683	COVINGTON SALES & SERVICE, INC	91414	10/25/2021	440.85			
	001-301-637	REPAIRS & MAINTENANC	1 IN SWIVEL FXF			426.85	9,543.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	FREIGHT			14.00	9,557.09	100,000.00
5448	1992	DAMIAN DWAINE WASHINGTON, JR.	OCT2021	11/01/2021	119.50			
	001-000-330	COURT FINES & FEES	BOND REFUND			119.50		
5449	261	DAVID'S CHAINSAW & LAWNMOWER R	0043724	11/03/2021	62.84			
	001-301-590	EQUIPMENT REPAIRS &	PTO SWITCH BIG DOG			29.99	1,650.31	30,000.00
	001-301-590	EQUIPMENT REPAIRS &	PTO SWITCH BOBCAT			32.85	1,683.16	30,000.00
5450	1668	DIAZ BROTHERS PRINTING	4335	11/09/2021	1,523.49			
	001-265-570	OTHER SUPPLIES & MAT	EDDM MAILERS - FLOOD			774.80	2,324.40	
	001-265-618	POSTAGE	POSTAGE			748.69	2,246.07	
5451	152	DISCOUNT TIRE SPOT, INC	993210	10/25/2021	110.00			
	001-301-590	EQUIPMENT REPAIRS &	ZERO TIRE REPAIR			75.00	1,758.16	30,000.00
	001-301-590	EQUIPMENT REPAIRS &	UTA/ATV TIRE DISMOUNT/MOUN			35.00	1,793.16	30,000.00
5452	152	DISCOUNT TIRE SPOT, INC	993215	11/02/2021	75.00			
	001-301-637	REPAIRS & MAINTENANC	LF TIRE REPAIR ON TRASH TR			75.00	9,632.09	100,000.00
5453	152	DISCOUNT TIRE SPOT, INC	993221	11/08/2021	20.00			
	001-200-637	REPAIRS & MAINTENANC	TIRE REPAIR ON UNIT 702			20.00	7,050.12	35,000.00
5454	152	DISCOUNT TIRE SPOT, INC	993227	11/09/2021	1,985.00			
	001-301-637	REPAIRS & MAINTENANC	TIRE FOR PW 19			390.00	10,022.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	22.5X8.25 WHEEL 10 LUG			150.00	10,172.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	TIRE 10R FOR PW 44			390.00	10,562.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	TIRE FOR PW9			425.00	10,987.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	TIRES FOR PW 269			320.00	11,307.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	TIRES FOR PW8			310.00	11,617.09	100,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5455	1967	DWIGHT HASKELL	2021-#8	11/10/2021	500.00			
	400-725-601	PROFESSIONAL SERVICE	REVIEW OF GAS SYSTEM - 10			500.00	1,681.50	29,000.00
5456	1518	END2END	21004700	08/12/2021	4,160.00			
	001-200-636	MAINTENANCE AGREEMEN	SUPPORT & MAINTENANCE FOR			4,160.00	16,519.49	31,000.00
5457	15	FUELMAN OF MISSISSIPPI	NP60972087	11/01/2021	2,920.13			
	001-120-525	FUEL	MAYOR'S VEHICLE			62.37	187.11	1,500.00
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			413.19	2,070.65	15,500.00
	001-301-525	FUEL	STREET DEPT VEHICLES			369.81	2,397.03	30,000.00
	001-260-525	FUEL	FIRE DEPT VEHICLES			210.59	1,774.53	13,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,517.04	7,675.66	60,000.00
	001-550-525	FUEL	PARKS DEPT VEHICLES			95.43	632.63	3,000.00
	001-270-525	FUEL	BEAUTIFICATION DEPT VEHICL			67.58	202.74	
	400-710-525	FUEL	METER READER VEHICLE			69.88	462.02	2,800.00
	001-400-525	FUEL	ANIMAL CONTROL			60.44	317.02	
	400-700-525	FUEL	PUBLIC WORKS MANAGER			53.80	161.40	1,400.00
5458	15	FUELMAN OF MISSISSIPPI	NP61064384	11/08/2021	3,657.04			
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			415.54	2,486.19	15,500.00
	001-301-525	FUEL	STREET DEPT VEHICLES			643.80	3,040.83	30,000.00
	001-260-525	FUEL	FIRE DEPT VEHICLES			571.38	2,345.91	13,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,562.27	9,237.93	60,000.00
	001-550-525	FUEL	PARKS DEPT VEHICLES			173.17	805.80	3,000.00
	001-280-525	FUEL	BUILDING DEPT VEHICLES			51.84	155.52	3,375.00
	400-710-525	FUEL	METER READER VEHICLE			126.19	588.21	2,800.00
	001-400-525	FUEL	ANIMAL CONTROL			67.85	384.87	
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE			45.00	7,095.12	35,000.00
5459	350	GULF REGIONAL PLANNING COMMISS	MPO FY2022	10/18/2021	2,937.00			
	313-305-601	PROFESSIONAL SERVICE	ANNUAL APPROPRIATION FOR M			2,937.00	8,811.00	
5460	89	GULFSOUTH PIPELINE CO, LP	2145216	10/12/2021	890.84			
	400-725-660	GAS - PURCHASE FOR R	GAS VOLUME - SEP 2021			890.84	17,082.52	75,000.00
5461	532	HANCOCK COUNTY SHERIFF'S OFFIC	2021WAVE-010	11/03/2021	4,140.00			
	001-215-681	CHARGES FOR PRISONER	HOUSING FOR INMATES			4,140.00	12,420.00	100,000.00
5462	130	HANCOCK COUNTY SOLID WASTE AUT	1028	11/01/2021	26,792.81			
	400-728-601	PROFESSIONAL SERVICE	SOLID WASTE 2497X$9.11			23,896.29	77,481.91	280,000.00
	400-728-601	PROFESSIONAL SERVICE	SOLID WST/BULKY WST 2497X$			2,896.52	80,378.43	280,000.00
5463	130	HANCOCK COUNTY SOLID WASTE AUT	1029	11/01/2021	225.67			
	001-550-633	UTILITIES - SOLID WA	8 YD DUMPSTER CENTRAL AVE			81.67	245.01	950.00
	001-200-633	UTILITIES - SOLID WA	4 YD DUMPSTER POLICE DEPT			72.00	216.00	700.00
	001-571-633	UTILITIES - SOLID WA	4 YD DUMPSTER CIVIC CENTER			72.00	216.00	855.00
5464	45	HANCOCK COUNTY UTILITY AUTHORI	OCTOBER 2021	10/31/2021	75,507.62			
	400-727-601	PROFESSIONAL SERVICE	ADMINISTRATIVE/PLANT FEE			50,023.89	201,039.13	700,000.00
	400-727-601	PROFESSIONAL SERVICE	2010 BOND-SEGMENT 5			3,752.48	204,791.61	700,000.00
	400-727-601	PROFESSIONAL SERVICE	2014 BOND-SEGMENT 5			2,194.25	206,985.86	700,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	400-727-601	PROFESSIONAL SERVICE	SRF LOAN-SEGMENT 6			12,012.85	218,998.71	700,000.00
	400-727-601	PROFESSIONAL SERVICE	SRF LOAN#2-SEGMENT 6			7,524.15	226,522.86	700,000.00
5465	5	HANCOCK COUNTY-CHANCERY CLERK	OCT 2021	11/01/2021	109.50			
	001-000-140	LOCAL: HANCOCK LAW L	LAW LIBRARY FUND			109.50		
5466	1956	HANNAH MCCRANEY	102021	10/31/2021	1,100.00			
	001-551-646	FACILITY CLEANING	CLEANING SERVICES-OCT			1,100.00	3,300.00	5,000.00
5467	595	HENDERSON FORD	80219	11/01/2021	1,420.86			
	001-200-637	REPAIRS & MAINTENANC	REPLACE HEADLIGHT ASSY LAB			250.00	7,345.12	35,000.00
	001-200-637	REPAIRS & MAINTENANC	LAMP ASSEMBLY			1,145.68	8,490.80	35,000.00
	001-200-637	REPAIRS & MAINTENANC	SOCKET ASSEMBLY			15.18	8,505.98	35,000.00
	001-200-637	REPAIRS & MAINTENANC	MATERIALS			10.00	8,515.98	35,000.00
5468	105	HUBBARD'S HARDWARE,LLC	094994	11/09/2021	91.58			
	001-550-570	OTHER SUPPLIES & MAT	BROOMS			53.96	237.12	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	PUSH BROOMS			36.10	273.22	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	SNOW SHOVEL			11.70	284.92	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	DISCOUNT			10.18-	274.74	7,700.00
5469	1998	JANITA COLE	NOV2021	11/02/2021	69.44			
	001-450-611	TRAVEL - TRANSPORTAT	MILEAGE REIMBURSMENT			69.44	1,311.74	2,014.00
5470	1998	JANITA COLE	OCT 2021	10/18/2021	551.71			
	001-450-611	TRAVEL - TRANSPORTAT	MILEAGE REIMBIRSMENT			551.71	1,863.45	2,014.00
5471	1829	JERRY'S TINT SHOP	21205	10/11/2021	80.00			
	001-200-637	REPAIRS & MAINTENANC	TINT 2 DOOR WINDOWS ON			80.00	8,595.98	35,000.00
5472	1426	JOSH HAYES	NOV 2021	11/04/2021	138.00			
	001-280-613	TRAVEL - MEALS	PER DIEM FOR WINTER CONFER			138.00	414.00	800.00
5473	1810	KEESLER FEDERAL CREDIT UNION	OCT2021	11/01/2021	100.00			
	001-000-358	MISC - POLICE REPORT	RESTITUTION/ERIN STAHLE			100.00		
5474	305	LEE TRACTOR	PI04537	11/02/2021	226.50			
	001-301-637	REPAIRS & MAINTENANC	PARTS FOR PW53 KUBOTA TRAC			226.50	11,843.59	100,000.00
5475	1272	LEO HAWKINS JR.	NOV 2021	11/10/2021	4,575.00			
	001-551-740	IMPROVEMENT O/T BUIL	INSTALL CONCRETE PAD/LIGHT			2,800.00	8,400.00	
	001-571-740	IMPROVEMENT O/T	INSTALL CONCRETE PAD/CIVIC			1,775.00	5,325.00	
5476	31	LOWE'S HOME CENTERS	903408	10/25/2021	132.13			
	001-301-570	OTHER SUPPLIES & MAT	1/2 IN. PLYWOOD			89.48	561.42	10,000.00
	001-301-570	OTHER SUPPLIES & MAT	SPADE SHOVELS			42.65	604.07	10,000.00
5477	31	LOWE'S HOME CENTERS	903844	10/26/2021	247.81			
	001-301-637	REPAIRS & MAINTENANC	3/8 REBAR 20 FT LONG			30.21	11,873.80	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BAGS CONCRETE MIX			217.60	12,091.40	100,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5478	31	LOWE'S HOME CENTERS	903919	10/06/2021	66.80			
	001-301-570	OTHER SUPPLIES & MAT	4X4X12 FT POLES			66.80	670.87	10,000.00
5479	31	LOWE'S HOME CENTERS	903956	10/26/2021	102.00			
	001-301-637	REPAIRS & MAINTENANC	BAGS CONCRETE			102.00	12,193.40	100,000.00
5480	31	LOWE'S HOME CENTERS	907670	10/05/2021	37.04			
	001-301-570	OTHER SUPPLIES & MAT	MAIL BOX POST			37.04	707.91	10,000.00
5481	31	LOWE'S HOME CENTERS	912228	10/13/2021	375.80			
	400-722-570	OTHER SUPPLIES & MAT	ROUND SHOVELS			108.18	859.78	34,500.00
	400-722-570	OTHER SUPPLIES & MAT	SQUARE SHOVELS			108.18	967.96	34,500.00
	400-722-570	OTHER SUPPLIES & MAT	HEX SOCKET SETS			106.32	1,074.28	34,500.00
	400-722-570	OTHER SUPPLIES & MAT	SOCKET EXTENSION 20 IN			16.13	1,090.41	34,500.00
	400-722-570	OTHER SUPPLIES & MAT	10 IN EXTENSION			22.76	1,113.17	34,500.00
	400-722-570	OTHER SUPPLIES & MAT	10 IN WOBBLE			14.23	1,127.40	34,500.00
5482	31	LOWE'S HOME CENTERS	912642	10/19/2021	369.55			
	001-260-570	OTHER SUPPLIES & MAT	Pressure Washer			369.55	1,336.57	8,000.00
5483	31	LOWE'S HOME CENTERS	912668	10/19/2021	113.96			
	001-260-570	OTHER SUPPLIES & MAT	20 PACK OF LED TUBE LIGHTB			113.96	1,450.53	8,000.00
5484	1086	MAYLEY'S PEST CONTROL	90411-90416	10/23/2021	308.75			
	001-260-636	MAINTENANCE AGREEMEN	PEST CONTROL/CENTRAL FIRE			52.25	3,414.45	16,000.00
	001-200-636	MAINTENANCE AGREEMEN	PEST CONTROL/POLICE DEPT			57.00	16,576.49	31,000.00
	001-260-636	MAINTENANCE AGREEMEN	PEST CONTROL/COLEMAN FIRE			47.50	3,461.95	16,000.00
	001-571-636	MAINTENANCE AGREEMEN	PEST CONTROL/CIVIC CENTER			47.50	142.50	2,950.00
	001-140-636	MAINTENANCE AGREEMEN	PEST CONTROL/CITY HALL			57.00	2,763.70	31,200.00
	400-722-601	PROFESSIONAL SERVICE	PEST CONTROL/PW BUILDING			47.50	142.50	600.00
5485	448	MID SOUTH UNIFORM & SUPPLY	622726	10/29/2021	2,334.27			
	001-200-535	UNIFORMS	VESTS PER QUOTE 36099			2,334.27	8,968.07	5,400.00
5486	448	MID SOUTH UNIFORM & SUPPLY	622760	10/29/2021	96.88			
	001-200-535	UNIFORMS	HIGLO B1171 BADGE F/C SEAL			96.88	9,064.95	5,400.00
5487	448	MID SOUTH UNIFORM & SUPPLY	622983	11/05/2021	254.70			
	001-200-535	UNIFORMS	2-MISS 1/2 IN COCO-MISS CL			127.10	9,192.05	5,400.00
	001-200-535	UNIFORMS	2W.P.D. 1/2 IN COCO-WPD CL			127.60	9,319.65	5,400.00
5488	448	MID SOUTH UNIFORM & SUPPLY	623145	11/10/2021	631.05			
	001-200-535	UNIFORMS	UNIFORMS FOR OFFICER GABRI			631.05	9,950.70	5,400.00
5489	178	MIDSOUTH METER & REGULATION	8915	11/02/2021	697.08			
	400-725-591	METER & COMPONENT SU	GAS METER/CONNECTION/REGUL			697.08	2,091.24	17,000.00
5490	1405	MILLER ICE MACHINE CO.	9224	11/05/2021	145.00			
	001-260-590	EQUIPMENT REPAIRS &	DIAGNOSTICS ON ICE MACHINE			145.00	884.91	8,000.00
5491	4	MISSISSIPPI DEPT OF PUBLIC SAF	OCT 2021	11/01/2021	771.00			

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	001-000-139	STATE: DEPT PUBLIC S	SPECIAL ASSESSMENTS WIRELE			595.00		
	001-000-139	STATE: DEPT PUBLIC S	CRIME STOPPERS			126.00		
	001-000-139	STATE: DEPT PUBLIC S	INTERLOCK INGITION ASSESSM			50.00		
5492	918	MISSISSIPPI MUNICIPAL LIABILIT	0322GL2022-0	10/25/2021	36,913.22			
	001-140-625	INSURANCE	ANNUAL PREMIUM			14,765.29	46,767.63	60,000.00
	001-200-625	INSURANCE	ANNUAL PREMUIM			14,765.29	44,295.87	70,000.00
	400-700-625	INSURANCE	ANNUAL PREMIUM			7,382.64	22,147.92	29,500.00
5493	13	MISSISSIPPI POWER	oct 2021	11/01/2021	205.37			
	001-550-630	UTILITIES - ELECTRIC	108 N. BEACH - LIGHTHOUSE			205.37	616.11	16,500.00
5494	799	MORREALE CONSTRUCTION LLC	4422	09/24/2021	1,800.00			
	001-270-601	PROFESSIONAL SERVICE	CLEAN 212 4TH ST. PARCEL			1,800.00	9,000.00	
5495	799	MORREALE CONSTRUCTION LLC	4423	09/24/2021	1,800.00			
	001-270-601	PROFESSIONAL SERVICE	CLEAR SHED AND DEBRIS ONLY			1,800.00	10,800.00	
5496	947	NAPA	300861	10/20/2021	49.86			
	400-725-637	REPAIRS & MAINTENANC	EXHAUST CAP			49.86	11,714.58	75,000.00
5497	947	NAPA	301766	10/29/2021	424.83			
	001-301-637	REPAIRS & MAINTENANC	OIL FILTER			59.10	12,252.50	100,000.00
	001-301-637	REPAIRS & MAINTENANC	OIL FILTER			27.30	12,279.80	100,000.00
	001-301-637	REPAIRS & MAINTENANC	GREEN ANTIFREEZE			153.80	12,433.60	100,000.00
	001-301-637	REPAIRS & MAINTENANC	DEXCOOL ANTIFREEZE			79.90	12,513.50	100,000.00
	001-301-637	REPAIRS & MAINTENANC	H/D ANTIFREEZE			93.70	12,607.20	100,000.00
	001-301-637	REPAIRS & MAINTENANC	SNAP RING ASSORT			11.03	12,618.23	100,000.00
5498	947	NAPA	302346	11/04/2021	82.25			
	001-301-637	REPAIRS & MAINTENANC	12.9 - 4MXTXREEL			53.79	12,672.02	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HYD HOSE FITTINGS			20.47	12,692.49	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HYD HOSE FITTINGS			7.99	12,700.48	100,000.00
5499	522	NATCHEZ GRAND HOTEL & SUITES	NOV 2021	11/04/2021	375.00			
	001-280-614	TRAVEL - LODGING	NIGHT STAY/WINTER CONFEREN			375.00	1,125.00	800.00
5500	1538	ONE STOP GOODYEAR TIRE AND SER	1-22340	11/04/2021	522.80			
	001-200-637	REPAIRS & MAINTENANC	4 TIRES, MOUNT, BALANCE DI			522.80	9,118.78	35,000.00
5501	141	POLICE BENEVOLENT	OCT 07 2021	11/03/2021	11.75			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			11.75		
5502	141	POLICE BENEVOLENT	OCT 2021*	11/03/2021	23.50			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			23.50		
5503	141	POLICE BENEVOLENT	OCT2021	11/03/2021	23.50			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			23.50		
5504	141	POLICE BENEVOLENT	OCT2021*	11/03/2021	23.50			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			23.50		

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5505	318	PROHOSTING ACCOUNTING DIVISION	NOV 2021	11/03/2021	17.95			
	001-200-636	MAINTENANCE AGREEMEN	WEB HOSTING WAVELANDPOLICE			17.95	16,594.44	31,000.00
5506	330	PUCKETT RENTS	859923	11/01/2021	371.69			
	001-301-637	REPAIRS & MAINTENANC	PARTS TO REPAIR 524 CAT MI			371.69	13,072.17	100,000.00
5507	330	PUCKETT RENTS	859924	11/01/2021	602.19			
	001-301-637	REPAIRS & MAINTENANC	HOSE			21.52	13,093.69	100,000.00
	001-301-637	REPAIRS & MAINTENANC	AIR FILTER			63.80	13,157.49	100,000.00
	001-301-637	REPAIRS & MAINTENANC	AIR FILTER			39.96	13,197.45	100,000.00
	001-301-637	REPAIRS & MAINTENANC	FUEL FILTER			29.67	13,227.12	100,000.00
	001-301-637	REPAIRS & MAINTENANC	NUT			5.22	13,232.34	100,000.00
	001-301-637	REPAIRS & MAINTENANC	STUD			41.31	13,273.65	100,000.00
	001-301-637	REPAIRS & MAINTENANC	MUFFLER			319.90	13,593.55	100,000.00
	001-301-637	REPAIRS & MAINTENANC	WASHER			13.60	13,607.15	100,000.00
	001-301-637	REPAIRS & MAINTENANC	NUT			2.32	13,609.47	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CLAMP			44.62	13,654.09	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BOLT			3.96	13,658.05	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BOLT			9.36	13,667.41	100,000.00
	001-301-637	REPAIRS & MAINTENANC	GASKET			6.95	13,674.36	100,000.00
5508	1269	RANCHLAND TRACTOR & ATV	56532	10/25/2021	142.29			
	001-301-590	EQUIPMENT REPAIRS &	PARTS TO REPAIR POLARIS AT			142.29	1,935.45	30,000.00
5509	1251	RJ YOUNG COMPANY LLC	INV4474821	10/23/2021	254.59			
	400-710-636	MAINTENANCE AGREEMEN	UTILITY DEPT COPIER			254.59	1,663.77	6,000.00
5510	1251	RJ YOUNG COMPANY LLC	INV4479029	10/26/2021	1,422.32			
	001-140-636	MAINTENANCE AGREEMEN	MAYOR'S OFFICE BASE RATE			236.18	2,999.88	31,200.00
	001-140-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			160.17	3,160.05	31,200.00
	001-280-636	MAINTENANCE AGREEMEN	BUILDING DEPT BASE RATE			173.03	1,556.41	7,500.00
	001-280-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			68.66	1,625.07	7,500.00
	001-115-636	MAINTENANCE AGREEMEN	COURT DEPT BASE RATE			173.03	601.27	9,700.00
	001-115-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			41.09	642.36	9,700.00
	001-200-636	MAINTENANCE AGREEMEN	POLICE DPT BASE RATE			134.29	16,728.73	31,000.00
	001-200-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			57.47	16,786.20	31,000.00
	001-200-636	MAINTENANCE AGREEMEN	POLICE PATROL BASE RATE			155.49	16,941.69	31,000.00
	001-200-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			104.06	17,045.75	31,000.00
	001-260-636	MAINTENANCE AGREEMEN	FIRE DEPT BASE RATE			105.78	3,567.73	16,000.00
	001-260-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			13.07	3,580.80	16,000.00
5511	1380	ROBBIE'S AC AND HEAT LLC	11109104146	11/09/2021	101.47			
	400-722-637	REPAIRS & MAINTENANC	REPAIR A/C UNIT AT CITY YA			101.47	15,677.04	69,000.00
5512	444	ROCKING C TRUCK & TRAILER	0113847	11/09/2021	2,265.74			
	001-260-637	REPAIRS & MAINTENANC	REPAIRS TO ENGINE 3			2,265.74	6,797.22	40,000.00
5513	667	S & L OFFICE SUPPLIES	9369/93916	11/08/2021	100.28			
	001-140-500	OFFICE SUPPLIES	COFFEE			49.29	530.37	12,000.00
	001-140-500	OFFICE SUPPLIES	CREAMER			39.08	569.45	12,000.00

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	001-140-500	OFFICE SUPPLIES	COFFEE STIRRERS			3.09	572.54	12,000.00
	001-140-500	OFFICE SUPPLIES	DIVIDER TABS			8.82	581.36	12,000.00
5514	667	S & L OFFICE SUPPLIES	93692	10/29/2021	66.16			
	001-571-570	OTHER SUPPLIES & MAT	HP 65 XL BLACK INK CARTRID			66.16	198.48	1,000.00
5515	667	S & L OFFICE SUPPLIES	93693	10/29/2021	101.18			
	001-140-500	OFFICE SUPPLIES	SMEAD CLASSIFICATION FOLDE			101.18	682.54	12,000.00
5516	667	S & L OFFICE SUPPLIES	93694	10/29/2021	358.31			
	400-710-500	OFFICE SUPPLIES	DESK CALENDARS			42.52	1,054.66	5,500.00
	400-710-500	OFFICE SUPPLIES	CORRECTION FILM			48.94	1,103.60	5,500.00
	400-710-500	OFFICE SUPPLIES	LETTER SZ FILE POCKETS			130.48	1,234.08	5,500.00
	400-710-500	OFFICE SUPPLIES	MAGIC TAPE			41.37	1,275.45	5,500.00
	400-710-500	OFFICE SUPPLIES	STAPLES			15.68	1,291.13	5,500.00
	400-710-500	OFFICE SUPPLIES	BLACK GEL PENS			52.88	1,344.01	5,500.00
	400-710-500	OFFICE SUPPLIES	RED GEL PENS			26.44	1,370.45	5,500.00
5517	667	S & L OFFICE SUPPLIES	93721	10/30/2021	340.00			
	001-450-620	ADVERTISING & PUBLIS	RSVP YARD SIGN 18 X 24			340.00	1,020.00	1,600.00
5518	667	S & L OFFICE SUPPLIES	93874	11/05/2021	147.76			
	400-710-500	OFFICE SUPPLIES	AVE-211447 STAMP PAD INKER			3.79	1,374.24	5,500.00
	400-710-500	OFFICE SUPPLIES	AVE-21448 STAMP PAD INKER			3.79	1,378.03	5,500.00
	400-710-500	OFFICE SUPPLIES	ACI-1110 STAPLER W/STAPLES			36.44	1,414.47	5,500.00
	400-710-500	OFFICE SUPPLIES	ACI-1118 STAPLER W/STAPLES			34.58	1,449.05	5,500.00
	400-710-500	OFFICE SUPPLIES	ACI-117 STAPLER W/STAPLES			69.16	1,518.21	5,500.00
5519	667	S & L OFFICE SUPPLIES	93955	11/08/2021	39.08			
	001-140-500	OFFICE SUPPLIES	COFFEE CREAMER			39.08	721.62	12,000.00
5520	1429	SOUTHERN EXTERIORS FENCE CO.	12140	11/10/2021	2,200.00			
	400-726-780	INFRASTUCTURE	1031 EDNA ST FENCE			2,200.00	6,600.00	
5521	177	SOUTHERN PIPE & SUPPLY COMPANY	5719853	11/02/2021	3,770.03			
	313-574-780	INFRASTRUCTURE	15X20 HI-Q CULVERT PIPE			1,996.40	9,536.46	150,000.00
	313-574-780	INFRASTRUCTURE	15X12 HI-Q TEE			1,275.00	10,811.46	150,000.00
	313-574-780	INFRASTRUCTURE	15" SPLIT COUPLING			231.00	11,042.46	150,000.00
	313-574-780	INFRASTRUCTURE	12" ROUND GREEN PLASTIC GR			267.63	11,310.09	150,000.00
5522	177	SOUTHERN PIPE & SUPPLY COMPANY	5953729	10/21/2021	240.00			
	001-301-599	MAINT SUPPLIES - ROA	12 IN CULVERT			240.00	9,626.44	50,000.00
5523	177	SOUTHERN PIPE & SUPPLY COMPANY	6026356	11/08/2021	260.00			
	001-301-599	MAINT SUPPLIES - ROA	12 IN CULVERT			260.00	9,886.44	50,000.00
5524	3	STATE TREASURER	OCT 2021	11/01/2021	10,468.93			
	001-000-138	STATE: COURT FINE AS	TV			5,330.19		
	001-000-138	STATE: COURT FINE AS	IC			429.00		
	001-000-138	STATE: COURT FINE AS	TT			150.00		
	001-000-138	STATE: COURT FINE AS	OM			1,684.49		

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	001-000-138	STATE: COURT FINE AS	ABF			240.00		
	001-000-138	STATE: COURT FINE AS	VBF			113.25		
	001-000-138	STATE: COURT FINE AS	CC			38.50		
	001-000-138	STATE: COURT FINE AS	UMI			2,483.50		
5525	70	SUN COAST BUSINESS SUPPLY	1295462	10/29/2021	42.50			
	001-260-500	OFFICE SUPPLIES	BOX BUSINESS CARDS			42.50	127.50	800.00
5526	70	SUN COAST BUSINESS SUPPLY	1297013	11/10/2021	161.19			
	001-280-500	OFFICE SUPPLIES	CASES COPY PAPER			70.00	392.38	3,000.00
	001-280-500	OFFICE SUPPLIES	POST ITS (CANARY YELLOW)			15.39	407.77	3,000.00
	001-280-500	OFFICE SUPPLIES	BLUE PILOT PENS			34.68	442.45	3,000.00
	001-280-500	OFFICE SUPPLIES	EXPANDABLE FILE POCKETS			27.44	469.89	3,000.00
	001-280-500	OFFICE SUPPLIES	5X8 NOTE PADS			6.17	476.06	3,000.00
	001-280-500	OFFICE SUPPLIES	SMALL BINDER CLIPS			3.51	479.57	3,000.00
	001-280-500	OFFICE SUPPLIES	STAPLES			4.00	483.57	3,000.00
5527	90	SYMMETRY ENERGY SOLUTIONS,LLC	1189361	10/13/2021	6,555.00			
	400-725-660	GAS - PURCHASE FOR R	NATURAL GAS SALES - SEP			6,555.00	23,637.52	75,000.00
5528	1767	TEC	1035878	11/01/2021	2,831.08			
	001-140-605	TELEPHONE	CITY ADMINISTRATION			624.28	2,172.09	17,000.00
	400-722-605	TELEPHONE	PUBLIC WORKS PHONE/INTERNE			136.56	443.88	1,700.00
	400-700-605	TELEPHONE	PUBLIC WORKS MANAGER			27.82	100.56	400.00
	001-571-605	TELEPHONE	CIVIC CTRTELEPHONE /INTERN			198.17	628.71	2,500.00
	001-260-605	TELEPHONE	FIRE DEPARTMENTS			530.63	1,626.09	15,000.00
	001-550-605	TELEPHONE	LIGHTHOUSE			61.61	201.93	
	001-280-605	TELEPHONE	BUILDING/ZONING			151.24	539.22	5,240.00
	400-710-605	TELEPHONE	UTILITY DEPT			174.10	607.80	8,606.00
	001-200-605	TELEPHONE	POLICE DEPT			741.90	2,653.20	21,075.00
	001-115-605	TELEPHONE	COURT DEPT			154.93	567.39	2,260.00
	001-450-605	TELEPHONE	RSVP			29.84	106.62	600.00
5529	315	TIMOTHY A. KELLAR, CHANCERY CL	OCT 2021	10/29/2021	2,020.00			
	001-140-601	PROFESSIONAL SERVICE	TAX SALE REDEMPTIONS - OCT			2,020.00	6,060.00	20,000.00
5530	1763	TRACTOR SUPPLY CO	NOV 2021	10/29/2021	199.96			
	001-200-570	OTHER SUPPLIES & MAT	PPLN 47 LB K-9 DOG FOOD			199.96	2,831.28	9,800.00
5531	739	TRANSUNION RISK AND ALTERNATIV	14231202110-	11/01/2021	175.00			
	001-200-636	MAINTENANCE AGREEMEN	TLOXP CHARGES OCTOBER			175.00	17,220.75	31,000.00
5532	2004	TURAN FOLEY MOTORS, INC	RO-0025539	11/09/2021	59.95			
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE ON UNIT 202			59.95	9,178.73	35,000.00
5533	1862	UNIFIRST CORPORATION	105 0964959	11/01/2021	316.40			
	001-550-535	UNIFORMS	2 PARKS DEPT			18.90	103.86	650.00
	400-722-535	UNIFORMS	5 PUBLIC WORKS DEPT			47.25	245.61	3,000.00
	001-301-535	UNIFORMS	22 STREET DEPT			207.90	1,150.02	9,000.00
	400-710-535	UNIFORMS	METER READER DEPT			9.45	56.57	750.00
	001-270-537	UNIFORMS	BEAUTIFICATION			9.45	56.57	

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-400-535	UNIFORMS	ANIMAL CONTROL			9.45	56.57	
	001-550-535	UNIFORMS	DEFE			2.34	106.20	650.00
	400-722-535	UNIFORMS	DEFE			2.34	247.95	3,000.00
	001-301-535	UNIFORMS	DEFE			2.33	1,152.35	9,000.00
	400-710-535	UNIFORMS	DEFE			2.33	58.90	750.00
	001-270-537	UNIFORMS	DEFE			2.33	58.90	
	001-400-535	UNIFORMS	DEFE			2.33	58.90	
5534	1862	UNIFIRST CORPORATION	105 0966062	11/08/2021	367.00			
	001-550-535	UNIFORMS	2 PARKS DEPT			18.90	125.10	650.00
	400-722-535	UNIFORMS	5 PUBLIC WORKS DEPT			47.25	295.20	3,000.00
	001-301-535	UNIFORMS	18 STREET DEPT			207.90	1,360.25	9,000.00
	400-710-535	UNIFORMS	METER READER DEPT			9.45	68.35	750.00
	001-270-537	UNIFORMS	BEAUTIFICATION			9.45	68.35	
	001-400-535	UNIFORMS	ANIMAL CONTROL			9.45	68.35	
	001-550-535	UNIFORMS	DEFE			2.34	127.44	650.00
	400-722-535	UNIFORMS	DEFE			2.34	297.54	3,000.00
	001-301-535	UNIFORMS	DEFE			2.33	1,362.58	9,000.00
	400-710-535	UNIFORMS	DEFE			2.33	70.68	750.00
	001-270-537	UNIFORMS	DEFE			2.33	70.68	
	001-400-535	UNIFORMS	DEFE			2.33	70.68	
	001-301-535	UNIFORMS	EXCHANGE ITEM FEE			50.60	1,413.18	9,000.00
5535	357	US POSTAL SERVICE	NOV 2021	11/01/2021	1,000.00			
	400-710-618	POSTAGE	POSTAGE FOR PERMIT #26			1,000.00	3,000.00	13,000.00
5536	144	UTILITY MANAGEMENT CORPORATION	WAVE092021	10/14/2021	650.00			
	400-725-660	GAS - PURCHASE FOR R	NATURAL GAS MNGT SERVICES			650.00	24,287.52	75,000.00
5537	194	VINSON'S UNIFORMS	169325	10/27/2021	405.05			
	001-260-535	UNIFORMS	UPDATING UNIFORMS FOR			405.05	1,215.15	4,000.00
5538	1842	VIRTUAL ACADEMY	va7185	10/20/2021	910.00			
	001-200-610	TRAINING	VIRTUAL ACADEMY TRAINING			910.00	2,730.00	21,000.00
5539	911	WALMART	OCT2021	11/01/2021	490.97			
	001-000-358	MISC - POLICE REPORT	RESTITUTION/CAROLYN SMITH			490.97		
5540	828	WARRAN AUTOMOTIVE INC	23615	11/04/2021	1,108.27			
	001-200-637	REPAIRS & MAINTENANC	CONTROL ARM REMOVE/REPLACE			231.00	9,409.73	35,000.00
	001-200-637	REPAIRS & MAINTENANC	BALL JOINT REMOVE/REPLACE			315.00	9,724.73	35,000.00
	001-200-637	REPAIRS & MAINTENANC	ALIGNMENT			89.99	9,814.72	35,000.00
	001-200-637	REPAIRS & MAINTENANC	CONTROL ARM/BALL JOINT FL			131.99	9,946.71	35,000.00
	001-200-637	REPAIRS & MAINTENANC	CONTROL ARM/BALL JOINT FR			131.99	10,078.70	35,000.00
	001-200-637	REPAIRS & MAINTENANC	BALL JOINT - LOWER			192.38	10,271.08	35,000.00
	001-200-637	REPAIRS & MAINTENANC	SHOP SUPPLIES			10.92	10,282.00	35,000.00
	001-200-637	REPAIRS & MAINTENANC	HAZARDOUS MATERIALS			5.00	10,287.00	35,000.00
5541	828	WARRAN AUTOMOTIVE INC	23653	11/10/2021	115.68			
	001-200-637	REPAIRS & MAINTENANC	REMOVE/REPLACE ALTERNATOR			115.68	10,402.68	35,000.00

DOCKET NUMBER	VENDOR	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	TOTAL >>>			301,813.30			
					301,813.30		

DOCKET NUMBER	VENDOR	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		001-000-000			102,898.43		
		400-000-000			180,243.03		
		103-000-000			2,112.00		
		099-000-000			85.58		
		130-000-000			2,285.00		
		320-000-000			7,399.98		
		313-000-000			6,707.03		
		601-000-000			82.25		
	TOTAL DOCKET >>			704,897.74	704,897.74		

10. Motion to amend the Employee Handbook by adopting the ADA Grievance Procedures as presented by Human Resources and approved by City Attorney.

ADA Grievance Procedures

Introduction

The ADA states that a public entity is required to apprise the public of the protections against discrimination afforded to them by Title II of the ADA, including information about how Title II requirements apply to its particular programs, services and activities [28 C.F.R. § 35.106]. A public entity also is required to provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of policies and procedures that affect the implementation of an ADA transition plan by submitting comments and making specific recommendations.

A public entity that employs fifty (50) or more persons, such as the City, is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. The City's grievance procedure is described below. Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or service, may file a grievance or complaint.

Grievance Procedures and Instructions

Step 1: File a Grievance Form

The complainant should fill out the ADA Complaint / Grievance Form shown below, giving all the information requested. The ADA Complaint / Grievance Form should be filed in writing with the ADA Program Access Coordinator within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided. The ADA Complaint/ Grievance Procedures and Form may be obtained from and sent to the City of Waveland ADA Program Access Coordinator (Human Resources Dept.), 1602 McLaurin St., Waveland, MS, 39576, Telephone (228)467-4134, Fax (228)467-3177, E-mail: plafontaine@waveland-ms.gov.

Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five day s of the receipt of the complaint or grievance, and the ADA Program Access Coordinator or another authorized representative shall begin an investigation into the merits of the complaint within 30 days. If necessary, the ADA Program Access Coordinator or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of the ADA Program Access Coordinator, another authorized representative may be appointed by the Mayor to undertake the investigation if the allegations can be substantiated. If the complainant does not wish to be contacted personally, he/she should indicate it on the ADA Complaint / Grievance Form.

After the grievance is received, the complaint shall be brought before the ADA Oversight Committee, chaired by the ADA Program Access Coordinator. The committee shall also be comprised of the City Attorney and City Code Enforcement Officer. The Mayor shall appoint such other persons for this committee as he shall determine in his sole discretion.

Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The ADA Program Access Coordinator shall prepare a written decision of the ADA Oversight Committee, after full consideration of the merits of the grievance and all other relevant information, no later than 60 days following the receipt of the grievance. Upon request of the Coordinator this time may be extended by the Mayor for good cause shown. If the complaint alleges misconduct on the part of the ADA Program Access Coordinator, another authorized representative may be appointed by the Mayor to prepare the written decision if the allegations can be substantiated. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the written decision.

Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal with the Board of Mayor and Aldermen no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal. The Board of Mayor and Aldermen shall review information and documents from the Complainant, the ADA Program Access Coordinator, the other members of the ADA Oversight Committee and such others persons they shall elect in their sole discretion, and they shall act upon the appeal no later than 60 days after receipt. A copy of the written decision on the appeal shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The ADA Program Access Coordinator and the other members of the ADA Oversight Committee shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the ADA Program Access Coordinator or other members of the Oversight Committee depending on the case.

City of Waveland ADA Complaint / Grievance Form

Complainant: _____

Person Preparing Complaint (if different from Complainant): _____

Relationship to Complainant (if different from Complainant): _____

Street Address & Apt. No.:

City: _____ State: _____ Zip: _____

Phone: (____) _____ E-mail: _____

Please provide a complete description of the specific complaint or grievance:

_____

_____

Please specify any location(s) related to the complaint or grievance (if applicable):

_____

_____

Please state what you think should be done to resolve the complaint or grievance: (Attach additional pages or photos as needed.)

_____

_____

_____ Please do not contact me personally. (Optional) ___ Signature:

_____ Date: _____

Return to. City of Waveland, Attn: ADA Program Access Coordinator, 1602 McLaurin St., Waveland, MS 39576.

Upon request, reasonable accommodation will be provided in completing this form, or copies of the form will be provided in alternative formats. Contact the ADA Program Access Coordinator at the address listed above, via telephone (228)467-4134, Fax (228)467-3177or email: plafontaine@waveland-ms.gov.

The ADA Program Access Coordinator and the other members of the ADA Oversight Committee shall maintain the confidentiality of all files and records relating to grievances filed unless disclosure is otherwise authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the ADA Program Access Coordinator or other members of the ADA Oversight Committee depending on the case.

CITY OF WAVELAND, MISSISSIPPI
AFFIRMATIVE ACTION PLAN

I. PREFACE

Equal Employment Opportunity is the goal of City of Waveland, Mississippi (the "City"). This means that individuals will not be discriminated against in any form and will be employed without regard to race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status.

Equal Employment Opportunity is the purpose and goal of Affirmative Action. In the City of Waveland's Action Plan, the City resolves to be fully committed to assuring equal employment opportunity in its workforce.

The City recognizes that the effective application of this policy requires that certain positive steps be taken to assert its leadership within the community to achieve full employment and effective utilization of the capabilities and productivity of all persons pursuant to the goal of equal employment opportunity.

II. INTRODUCTION

The City is an Equal Opportunity Employer. As such, it is incumbent upon the City to make good faith efforts to achieve a workforce that is representative of the area labor market. As new positions are created or vacancies occur in the City's labor force, the Human Resource Director, in his/her dual role as an Affirmative Action Officer, will review the City's workforce to identify employment imbalances identified therein where possible. Additionally, the City will employ its purchasing power to have businesses adhere to the principals of affirmative action. Nothing in this Plan should be construed to encourage or to permit discrimination based on any legally protected class or characteristic.

III. POLICY STATEMENT

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to complying with all laws that prohibit discrimination in employment on the basis of any legally protected status. In addition, the City will ensure that its employment practices will provide an equality of opportunity to applicants and employees without regard to their race, color, religion, sex, national origin, ancestry, age, disability, veteran status under federal laws, marital status, sexual orientation or any other legally protected status. This policy applies to employment practices, including, but not limited to, hiring, placements, promotions, terminations, layoffs, recalls, transfers, leaves of absence, compensation and training.

In furtherance of the City's commitment regarding Affirmative Action and Equal Employment Opportunity, the City will maintain this written Affirmative Action Plan that sets forth the policies, practices, and procedures which the City will apply in order to ensure that non-discrimination and affirmative action for qualified females and minorities is accomplished. The objective of these policies and programs is to attract and promote individuals who are qualified and/or trainable for available positions by virtue of job related standards or education, training, and personal qualifications.

This commitment has the full backing and support of the Board of Mayor and Aldermen and support of all employees is expected. The Human Resource Director is the appointed Affirmative Action Officer. As Affirmative Action Officer, the HR Director shall, among other things, annually review and examine the effectiveness of the City's affirmative action program and its compliance with Executive Order 11246.

IV. DESIGNATION OF RESPONSIBILITY FOR IMPLEMENTATION

The Human Resource Director, as the Board's appointed Affirmative Action Officer, has the overall responsibility for ensuring the effective implementation of Equal Employment Opportunity ("EEO") and the City's Affirmative Action Plan ("AAP"). Responsibilities of the HR Director, or his/her designee, include the following:

1. Developing and modifying Equal Employment Opportunity policy statements, affirmative action programs and internal and external communication procedures;

2. Evaluating EEO progress at the City and assisting in the identification of problem areas;

3. Assisting the Board of Mayor and Aldermen reach solutions to AAP/EEO problems;

4. Serving as the City's representative in its dealings with federal, state or local enforcement agencies;

5. Serving as liaison between the City and minority and women's organizations, and other relevant interest groups concerned with affirmative action;

6. Keeping the Board of Mayor and Aldermen informed of the latest equal opportunity developments and providing training as appropriate;

7. Auditing to ensure that the City is in compliance in areas such as:

    a. Properly displaying posters on the City bulletin boards and in public areas; and
    b. Affording minority and female employee's full opportunity and encouraging full participation in all City sponsored educational, development, recreational and social activities.

8. Reviewing personnel policies on an ongoing basis to make certain that they are nondiscriminatory and that they contain an EEO policy statement;

9. Advising managers and supervisors that an important part of their responsibilities is to apply affirmative action to all employment practices; and

10. Including a statement of equal employment opportunity policy in all contracts and agreements with vendors and suppliers of the City.

Responsibilities of City Department Heads include the following:

1. Assisting in the identification of problem areas, formulating solutions, and establishing goals and objectives in their departments as needed;

2. Reviewing the qualifications of applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur;

3. Communicating with employees to be certain the City's policies are being followed; and

4. Taking actions to prevent harassment and to ensure that the progress of minority and female employees is not impeded through discriminatory assignments or steering into certain jobs or departments.

V. POLICY DISSEMINATION

A copy of this plan shall be made available for review by all departmental head and employees.

A copy of the City's Affirmative Action Policy Statement shall be posted in an area accessible to the public area in the City Offices.

The City's employment application form shall contain a statement that "The City is an Affirmative Action/Equal Opportunity Employer" and encourages minority and women owned firms to apply.

Bid documents shall contain a clause that the City will not award a contract to any contractor or supplier covered by Executive Order 11246 who refuses to comply with the EOE clause.

The City's Standard Instructions to Bidders for Construction, Materials, and Supplies, shall state that the successful bidder shall certify to compliance with all applicable equal employment opportunity laws and regulations, that acceptance of the contract shall constitute compliance.

The policy statement shall be included in the City Personnel Rules.

Minority and Women Owned contractors are invited to bid on various construction projects and contracted services that the City offers.

Contracts and bid advertisements shall contain words or letters denoting equal employment opportunity.

A listing of various agencies, institutions, and newspapers, as available, will be contacted in the event of a position vacancy occurrence in the City. This listing, that will be used to assist in disseminating employment opportunities, will be modified to enhance the affirmative outreach efforts of the City.

VI. INTERNAL AUDIT AND REPORTING SYSTEM

The City's Affirmative Action Officer has responsibility for developing and implementing an auditing system that periodically measures the effectiveness of its affirmative action program. The Affirmative Action Officer or his/her designee will:

1. Monitor all records of referrals, hires, terminations, transfers and promotions at all levels to ensure that the City's nondiscrimination policy is carried out.

2. Design and implement reporting systems that will permit continuous monitoring of Equal Employment Opportunity progress and will serve to provide management with requisite data in that regard. Further, such systems will be used to:

    a. Measure the effectiveness of the City's progress;

    b. Indicate any need for additional remedial action; and

    c. Determine the degree to which the City's objectives and goals have been achieved.

3. Review the results obtained with Department Heads at ongoing meetings, report on progress to the Board of Mayor and Aldermen, and develop recommendations for improvements as necessary.

4. Maintain the following documents as a component of the internal audit process:

    a. Applicant File;

    b. Personnel Activity File;

    c. Employment Applications.

VII. ACTION-ORIENTED PROGRAMS

The following action-oriented programs and procedures are designed to carry out the City's continuing commitment to Equal Employment Opportunity.

1. Analyze job descriptions to ensure accuracy and consistency and review qualification for positions to ensure that they are both job-related and nondiscriminatory.

2. Analyze the hiring process to make every good faith effort to select employees based on their qualifications for positions available, while at the same time recognizing the City's commitment to take affirmative action to eliminate any underutilization of women or minority employees by:

    a. Reviewing the job application and other pre-employment forms to ensure that the information requested is job-related.

    b. Evaluating selection methods to determine whether they have a disparate impact on minorities or women and to ensure that they are job-related and consistent with business necessity; and

    c. Training management on proper interview techniques and equal employment opportunity developments.

3. Adopt techniques to improve recruitment and increase the flow of minority and female applicants by:

    a. Including the phrase "The City is an Affirmative Action / Equal Opportunity Employer and encourages minority and women owned businesses to apply" in all employment advertisements;

    b. Disseminating information on job opportunities to organizations representing minorities and women;

    c. Informing recruitment sources and employment agencies that the City is an equal employment opportunity/affirmative action employer and that the City requires them to actively recruit and refer qualified women and minorities for the positions to be filled; and

d. Encouraging employees to refer qualified applicants.

4. Audit compensation practices to ensure that compensation is justified on the basis of qualifications and job performance.

5. Ensure all employees are given equal opportunity for promotion by:

   a. Posting promotional opportunities;

   b. Assisting employees in identifying promotional opportunities and providing reimbursement for training and educational programs as authorized by the HR Director Clerk to enhance promotional opportunities;

   c. Properly evaluating job requirements for positions; and

   d. Reviewing employee promotions and requiring decisions to be justified on the basis of qualifications and job performance.

RESOLUTION

BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Waveland that it hereby appoints the Human Resources Director as the City's Affirmative Action Officer.

Adopted by the City at a meeting of its Board of Mayor and Aldermen on _____, 2021.

_____
Mayor Mike Smith

Attest:

_____
City Clerk

CITY OF WAVELAND, MISSISSIPPI
ADA COMPLIANCE POLICY

I. POLICY

City of Waveland, Mississippi ("City") is committed to providing accommodations for eligible individuals with documented disabilities as defined by federal, state, and local law in the most timely and effective manner possible. The City's intent is to ensure that every employee and/or applicant for employment who makes a request for accommodation under the ADA or Rehabilitation Act is promptly and properly advised of the accommodation process. The County is committed to following the requirements of the ADA and all appropriate federal and/or state laws, rules and regulations.

All requests for accommodation from employees are to be submitted in writing on the appropriate form(s) and with the appropriate supporting documentation for consideration and/or review. The review of the request may, at the discretion of the City include an evaluation and determination of the scope of the disability and, if appropriate, a request for additional medical documentation, examinations and/or opinions. Accommodation decisions may be appealed through the designated appeals process.

II. DEFINITIONS

Individual With A Disability. Both state and federal laws provide definitions of "handicapped" individuals. Since these laws were written, "individual with a disability" has become the preferred term. For purposes of this policy, the term "disability" is used with the understanding that it has the same meaning as "handicap" in state and federal laws.

Americans with Disabilities Act of 1990 (42 U.S.C. sec. 12101): The term "disability" means with respect to an individual:

A physical or mental impairment that substantially limits one or more of the major life activities of such an individual;

A record of having such an impairment; or

Being regarded as having such an impairment.

Federal Rehabilitation Act of 1973 (Section 504): A person is "handicapped" within the meaning of Section 504 (85.3) if he or she:

Has a mental or physical impairment which substantially limits one or more of such person's major life activities;

Has a record of such impairment; or

Is regarded as having such an impairment.

State Fair Employment Act: "Handicapped individual" means an individual who:

A physical or mental impairment that substantially limits one or more of the major life activities of such an individual;

A record of having such an impairment; or

Is perceived as having such an impairment.

Major Life Activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Qualified Individual With A Disability. An individual with a disability whose experience, education and/or training enable the person, with reasonable accommodation, to perform the essential functions of the job.

Reasonable Accommodation. The effort made to make adjustments for the impairment of an employee or applicant by structuring the job or the work environment in a manner that will enable the individual with a disability to perform the essential functions of the job. Reasonable accommodation includes, but is not limited to, making facilities accessible, adjusting work schedules, restructuring jobs, providing assisting devices or equipment, providing readers or interpreters, and modifying work sites.

Undue Hardship. Au employer is not required to make an accommodation if it would impose an undue hardship. The concept of undue hardship includes any action that is unduly costly, extensive or disruptive.

LH. PROCEDURES

A. Applicants for Employment

1 All applicants who are invited for interviews will be informed by the City that they can request accommodations for interviews and how to make **the request.**

a. The following paragraph will be included if a letter is used as part of the interview scheduling process:

"It is the policy of the City of Waveland, Mississippi to provide reasonable accommodations for qualified persons with disabilities who are employees or applicants for employment. If you need assistance or accommodations to interview because of a disability, please contact me at 228-467-4134. Employment opportunities will not be denied to anyone because of the need to make reasonable accommodations to a person's disability."

b. If all interview arrangements are made by telephone, this information will be given as part of the telephone conversation.

c. After being told what the hiring process involves, applicants may be asked whether they will need reasonable accommodation for the hiring process.

2. Applicants may not be asked questions that are likely to elicit information about or that are closely related to a disability, including whether an applicant has a particular disability. However, applicants may be asked whether they can perform any or all job functions, including whether applicants can perform job functions with or without reasonable accommodation.

3. Applicants may not be asked whether they will need reasonable accommodation to perform the functions of the job, but may be asked to describe or demonstrate how they would perform the job, as long as all applicants are asked to do this. However, if an applicant has a known disability, either because it is obvious or because the applicant has voluntarily disclosed a hidden disability, he/she may be asked to describe or demonstrate how he/she would perform the job functions, even if other applicants have not been asked to do so. Applicants may be asked whether they need reasonable accommodation and what type of accommodation to perform the job functions if it is reasonably believed the applicant will need the accommodation because of an obvious disability or if the applicant has voluntarily disclosed a hidden disability.

4. Qualified applicants cannot be denied employment solely on the basis of a need to provide a reasonable accommodation. However, if an applicant who receives a tentative job offer cannot reasonably be accommodated, the offer must be rescinded.

5. Applicants who have received job offers may make accommodation requests.

B. Employees

6. Employees will be told about their right to request reasonable accommodations.

7. Each employee shall be informed of the right to request reasonable accommodations in the letter of appointment and/or in any employee orientations.

8. All requests for reasonable accommodations must be in writing. Supervisors receiving verbal requests for accommodations shall direct employees to submit their request in writing.

IV. PROCESS

The process for determining reasonable accommodation is designed to be an interactive dialogue, involving the supervisor, Human Resources, the employee or applicant, and other appropriate individuals as needed.

9. The employee or applicant needing the accommodation has the responsibility to initiate the request for the accommodation by discussing the need with the supervisor of the position or the Human Resources Department. The supervisor or HR Director shall direct employees to submit their request in writing. The written request is then forwarded to the head supervisor.

10. If the head supervisor makes an initial decision to honor the request, he or she shall inform the Human Resources of the decision within twenty (20) working days of the request.

11. Before making an initial decision to deny the request, the appropriate supervisor, shall forward the accommodation request and relevant information and materials to Human Resources for review and recommendation. Relevant information and materials shall include, at least, the factors considered in the decision not to honor the request. If the request is straightforward and does not involve significant issues or expenses, Human Resources will recommend

that the supervisor honor the request. If the accommodation request involves issues or expenses that are significant, the Human Resources Department shall assist the supervisor in obtaining additional relevant information.

This may include, but is not limited to, the following:

a. Meeting with the employee and the supervisor to obtain additional information concerning the request.

b. Consulting with the supervisor to determine the essential functions of the job.

c. Consulting with budget and purchasing specialists.

d. Consulting with legal counsel or knowledgeable government representatives

e. With the employee's written permission, consulting with any medical or rehabilitation specialists who may be working with the individual. The employee shall be responsible for the expense of providing acceptable documentation, which may include the costs of necessary medical examinations needed to render an acceptable medical decision. If, upon review and at the sole discretion of the City, the Human Resources Director determines additional medical opinions are necessary, the City shall be responsible for the additional costs.

NOTE: All medical information obtained throughout the determination process is considered a "confidential medical record," and must be solicited and received by Human Resources, who will provide only information about necessary restrictions and accommodations to managers and supervisors. All medical information and the Disability Accommodation Request will be kept by Human Resources as confidential medical records files, separate from personnel records.

12. The City shall inform the employee of its initial decision regarding the request, in writing, within fifteen (15) working days. If the 15 working day limit cannot be met, the City will confer with the employee in writing about the extension of time.

13. The City shall inform the employee of its decision to honor or deny the request in writing. When an accommodation request is denied, the City shall attach a copy of the Appeal Process, described in Part V of this policy, to the copy of the letter sent to the employee.

V. ADA APPEALS PROCEDURE

If an employee disagrees with the decision regarding an accommodation request, the employee has a right to appeal using the following procedure. Applicants do not have access to this procedure. They have the option to follow the usual discrimination complaint procedures.

14. A complaint should be filed in writing with the Mayor's office and contain the name and address of the person filing it and a brief description of the alleged violation of the regulations.

15. A complaint should be filed within thirty (30) days after the complainant becomes aware of the alleged violation.

16. An investigation, as may be warranted, shall follow a filed complaint. Human Resources in consultation with the City Attorney shall conduct the investigation. These rules contemplate informal but thorough investigations affording all interested parties and

their representatives, if any, the opportunity to submit evidence relevant to a complaint.

17. A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the investigating staff member and a copy sent to the complainant no later than 30 days after its filing.

18. The staff member who investigated the complaint shall maintain the files and records of the City related to the complaint filed.

19. The complainant can request a review of the case in instances where he or she is dissatisfied with the resolution. The request for review should be made within ten (10) days to the City's designee. The City or the City's designee shall respond to the complaint in writing within thirty (30) days.

20. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies, such as filing an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

21. These rules shall be constructed to protect the substantive rights of interested persons, to meet appropriate due process standards and to assure that the City of Waveland complies with the ADA and implementing regulations.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT

Purpose - To preserve an employment environment free from illegal discrimination.

Scope - This policy applies to all employees of City of Waveland except those covered by Civil Service.

Policy - The City of Waveland maintains a policy of nondiscrimination with employees and applicants for employment. No aspect of employment with us will be influenced in any manner by race, color, religion, sex, age, national origin, physical or mental disability, veteran status, or any other basis prohibited by statue. Further, the City of Waveland reasonably accommodates persons with mental or physical disabilities as long as the accommodation does not cause the City undue hardship.

The City of Waveland's Affirmative Action Plan (AAP) declares the Board of Mayor and Aldermen's intention to provide Equal Employment Opportunity (EEO) to its staff in all personnel functions. Your responsibility for compliance with these regulations lies in your day-to-day activities. As you perform your duties you must do so equally.

ADA/Section 504 Attachment

504/ADA SELF-EVALUATION AND ASSURANCE OF COMPLIANCE

504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that the City of Waveland, MS (City) receiving certain Federal and State Grant funds must comply with the 504/ADA accessibility requirements.

Under 504 and ADA, a "qualified individual with a disability" is anyone who has a history of, or is perceived as having, a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech disabilities; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; multiple sclerosis; developmental disability; and alcohol and/or drug addiction.

Instructions

504/ADA Self-Evaluation Questionnaire Form

This form will help you evaluate your organization's programs and services, employment, and facilities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire, submit a copy with your application and retain a copy for your records.

"Quick Look" Barriers Checklist

For organizations applying to conduct construction activities, this form only pertains to your facilities, not the construction sites (unless your facilities are part of the construction activities). Organizations providing services outside their facilities do not need to write a corrective action plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities. However, physical access to your facilities must also be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.

504/ADA Assurance of Compliance Form

Complete this form. If your organization is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance and the anticipated date these actions will be completed.

Sign the Assurance of Compliance form and include the original with your application. Keep a copy of the form on file in your office for reference in the event of any on-site review by the City or its designees. Reviews may announced or unannounced.

If you have questions regarding this process, or if you require this material in an alternate format, please contact the City of Independence at 816-325-7398.

504/ADA SELF-EVALUATION QUESTIONNAIRE

General Requirements Please check the appropriate answers. If necessary, attach additional pages of explanation. If you have fewer than 15 employees, please skip the first section and start with "Program Access."

YES NO N/A

1. Do you have a 504/ADA coordinator? If so, who?

Name Title Phone

2. Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA?

3. Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability?

4. Have you notified these individuals of your nondiscrimination policy?

5. Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities?

Program Access

1. Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials and interviews will be held in accessible locations?

2. Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities?

3. Do you have a Teletypewriter (TTY), or do you use the statewide Telecommunications Relay Service to facilitate communication with Individuals who use TTYs for communication purposes?

4. Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY (or Relay Service) and other effective means of communicating over the telephone with people with disabilities?

Program Access (continued)

YES NO N/A

5. Do you make available, upon request, written material in alternate formats for people who have disabilities? (Alternate formats include large print, Braille, and audiocassette tapes)

6, Are printed posters, announcements, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from a wheelchair?

7. If you have a mailing list for the purposes of information dissemination, does it include various disability groups?

8. Are your TTY number and procedures for accessing your services printed on all material distributed to the public?

9. Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility(ies)?

Employment and Reasonable Accommodation

1. When gathering affirmative action data regarding disabilities, do you make it clear that:

   the information requested is intended for use solely in connection

with reporting requirements;

the information is voluntary;

_ the information will be kept confidential, and

ii refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?

2. if you make pre-employment medical inquiries or conduct pre employment medical examinations:

_ Is the inquiry related to the applicant's ability to perform the job? Do you condition offers of employment on the results of these examinations?

— Is the examination required for all employees in the same job

classification?

Are all applicants in the same job classification asked the same medical and/or interview questions?

3. During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to

applicants and employees with disabilities?

4. Do you have a written policy stating the following?

504/ADA requires that information concerning an applicant's medical condition or history must be kept separate from personnel records and may be shared in only three ways:

.(1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of any necessary accommodation(s);

.(2) first aid and safety personnel may be informed if the condition might require emergency treatment; and

.(3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request.

Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

1. Is the building(s) where your business is located barrier-free?
2. If you checked NO to any of the items on the Employment and Reasonable Accommodation checklist above, would these areas prevent an individual with a disability from accessing your program(s) or service(s)?

If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.

This 504/ADA Self-Evaluation Questionnaire was completed by:

---------- Signature

---------- Date

---------- Print Name

---------- Phone Number

"QUICK LOOK" BARRIERS CHECKLIST

This checklist is designed to give a quick appraisal of potential problem areas for accessibility. For detailed review standards, you may refer to federal ADA Accessibility Guidelines (ADAAG), state or local laws and regulations.

	YES	NO	N/A
Building Access			
Are 96" wide parking spaces designated with a 60" access aisle?			
Are parking spaces near main building entrance?			
Is there a "drop off' zone at the building entrance?			
Is the gradient from parking to building entrance **1:12** or less?			

Does the entrance doorway have at least 32" wide clearance?
Is the door threshold no more than ½" high?
Is the door handle easy to grasp?
Are the doors easy to open (building entrance maximum 8.5 lbs. pressure, all internal doors 5 lbs. max.)
Are other than revolving doors available?

Building Corridors

Is path of travel free of obstruction and at least 36" wide?
Is floor surface firm and slip resistant?
Do obstacles (phones, fountains) protrude no more than 4"?
Are elevator controls no higher than 48"?
Are elevator markings in Braille?
Does elevator provide audible signals?
Elevator interior provides minimum 51" turning area for wheelchairs

Restrooms

Are restrooms near building entrance or personnel office?
Do doors have lever handles?
Do restroom entrance doors have at least 32" wide clearance?
Is restroom large enough for wheelchair turnaround (51" minimum)?
Are stall doors at least 32" wide?
Are grab bars provided in toilet stalls?
Are sinks at least 30" high with room for a wheelchair to roll under?
Are sink handles easily reached and used?
Are soap dispensers and towels no more than 48" from the floor?

Personnel Office

Do doors provide at least 32" wide clearance?
Is the door easy to open? (max. 5 lbs. pressure)
Is the door threshold no more than ½" high?
Is the path of travel between furniture wide enough for wheelchairs

504/ADA DISABILITY ASSURANCE OF COMPLIANCE

With Regard to Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities:

I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through agreements with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. **I** agree to comply with, and to require that all subcontractors comply with, the Section 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information and employees therein to City of Waveland, MS for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein or Section 504 or the ADA shall be deemed a breach of any agreement with the City. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part of an agreement with the City.

According to the responses to the questions in the 504/ADA Self-Evaluation **YES** **NO**

City of Waveland is in compliance with 504/ADA.

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

General Requirements

Actions to Be Taken **Completion Date**

_____

_____

_____

_____

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Employment and Reasonable Accommodation

Actions To Be Taken **Completion Date**

_____

_____

_____

_____

Physical Accessiblity

Actions To Be Taken **Completion Date**

_____

I certify that, to the best of my knowledge and belief, the foregoing is true and correct.

Signature of Authorized Official

Date

Type or Print Name of Authorized Official

Title

Name of Organization

Street Address City State Zip

Phone

ADA/Section 504 Attachment

504/ADA SELF-EVALUATION AND ASSURANCE OF COMPLIANCE

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Program Access (continued)

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I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein or Section 504 or the ADA shall be deemed a breach of any agreement with the City. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part of an agreement with the City.

According to the responses to the questions in the 504/ADA Self-Evaluation **YES** **NO**

City of Waveland is in compliance with 504/ADA.

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

General Requirements

Actions to Be Taken	Completion Date

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Employment and Reasonable Accommodation

Actions To Be Taken	Completion Date

Physical Accessiblity

Actions To Be Taken	Completion Date

I certify that, to the best of my knowledge and belief, the foregoing is true and correct.

Signature of Authorized Official

Date

Type or Print Name of Authorized Official

Title

Name of Organization

Street Address City State Zip

Phone

11. Motion to utilize up to $11,000.00 out of the restricted infrastructure account for materials to replace culverts and correct drainage on Victoria St.

12. Motion to approve the proposal by "Sweet Trolley" Lance Ryan to lease space at the Light House Parking lot for a sum of $300.00 per month for beach vending space.