

- a. Motion to discuss Site-View Surveillance System as presented by Mississippi Power.

# SiteView™ Surveillance as a Service

Marketing Specialists Video Surveillance  
Francis Enriquez

Waveland, MS



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## SiteView™

Builds upon our successful lighting business by offering **surveillance as a service.**

Custom tailored to the customer's needs providing cameras and equipment, network connectivity, energy and maintenance.



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## What is SiteView?

- MPC owned cameras mounted MPC lighting poles, inside, or on customer's structure
- One monthly fee for equipment, energy, and/or network and internet connection
- Networking equipment required to connect the camera system
- Data backhaul through partnership with leading Cellular & ISPs
- Internet enabled remote access to live and recorded HD Resolution video through your mobile, tablet or PC device
- Full professional installation
- Ongoing maintenance, one call to MPC for support
- An option to directly connect and share video with local law enforcement



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## Initial Camera Options

### A. Fixed Dome

- » HD 1080p and higher
- » Remote Focus and Zoom

### B. Pan-Tilt-Zoom (PTZ)

- » HD 1080p
- » 30x Optical Zoom
- » Electronic Image Stabilization
- » 360deg Continuous Pan

### C. License Plate Recognition (LPR)

- » Parking lots
- » Traffic patterns
- » Municipal/Police use



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## License Plate Recognition

- Superior performance over multiple lanes of traffic
- Extended range to 100'
- Detects speeds in excess of '200
- Intelligent dual IR/color HD cameras
- Instant notification of suspected vehicle to local Law Enforcement



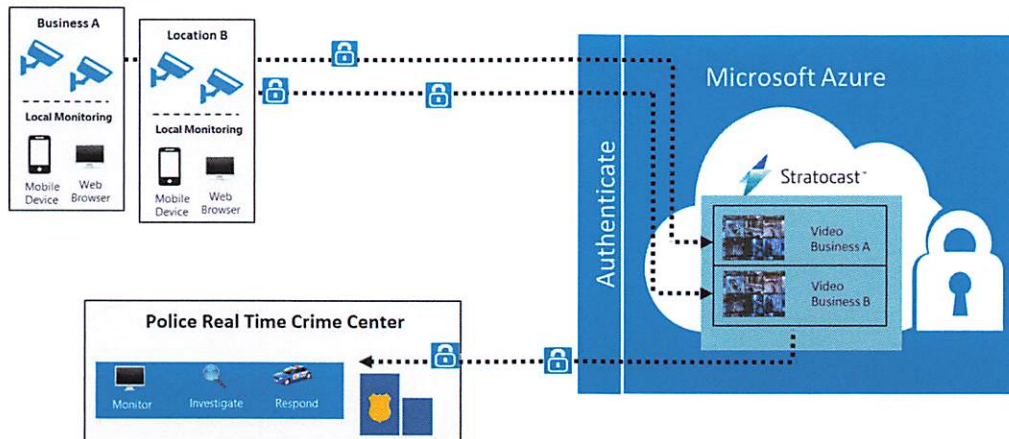
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## Genetec

### Community Connect

Inclusive. Livable. Efficient.



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6

## Potential Areas to Cover

### License Plate Recognition:

- Hwy 90 intersection @ Nicholson Ave
- S Beach Blvd @ Terrace Ave (Garfield Ladner Pier)
- S Beach Blvd near Buccaneer Water Park

### Public Areas and Parks:

- Veterans Memorial
- Garfield Ladner Pier
- Waveland Bark Park
- MLK Jr. Park
- Colman Ave & S Bourgeois St near City Hall
- Public works equipment and material yard



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7

## Clear Camera Views



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## Strategic Partnerships

Ability to share camera footage into local law enforcement's video control centers allowing immediate eyes on the scene in the case of an incident



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## Active Surveillance Across the Coast

- Moss Point – 8 cameras covering Hwy 613, parks, and areas of interest
- Pascagoula – 22 cameras covering Parks and Sports Plex. 18 cameras covering city parking garage.
- Biloxi – 11 License Plate readers. 6 PTZs under discussion to cover major intersections
- D'iberville – 2 License Plate readers
- Gulfport – 5 PTZ cameras covering public park and basketball courts with Gun Shot Detection
- Margaritaville – 157 cameras Entire Site
- Meridian – 62 cameras City wide w/ Gunshot detection & 10 License plate readers



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# Public Safety Collaboration at All Levels



Malls



Business Improvement Districts



Retailers & Restaurants



Small Business



Museums & Venues



Convenience Stores



Office Building Operators



Neighborhoods



# VC-A50PN IP PTZ Camera with NDI®

**Lumens®**  
We Make Your Job Easier

The Lumens® VC-A50PN HD Pan/Tilt/Zoom (PTZ) IP camera is equipped with a professional 1/2.8 inch image sensor with Full HD 1080p output at 60 fps. It's powered by Power over Ethernet (PoE+), an economical and easy integration solution. The superior 20x optical zoom lens, excellent white balance, and exposure mode delivers a clear image, even in low light or the extreme contrast of brightness and darkness in a lecture hall.

The VC-A50PN has Ethernet, HDMI, and 3G-SDI outputs that are simultaneously active. It supports live broadcasting with H.264 format with latency of less than 120ms. The camera covers wide shooting angles and achieves high-speed, quiet, and precise positioning with smooth PTZ operations.

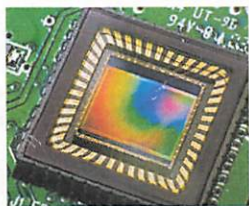
The VC-A50PN is an applicable solution for lecture recording, videoconferencing, and live broadcasting applications.

## Key Features

- Full HD 1080p signal output format with a high frame rate of 60 fps
- 20x optical zoom
- Supports live broadcasting
- Supports Power Over Ethernet (PoE+)
- Supports NDI® technology for NDI-based video production
- Ethernet low latency ( < 120 ms)
- Ethernet, HDMI, and 3G-SDI synchronous image outputs
- Maximum horizontal/vertical speed of rotation:120 degrees/second
- Audio input supports AAC encoding



## More Details



### Image Quality

The VC-A50PN is equipped with a professional 1/2.8 inch image sensor with Full HD 1080p output resolution. The sensor provides high color reproduction, high-definition signals, and crystal-clear image quality.



### Ethernet Interface

The VC-A50PN supports H.264 video compression format that can reduce the bandwidth for transmitting video. This technology can decrease hard disk space when recording.

### Easy Installation

Powered by PoE+ (Power over Ethernet) allowing a cost-effective and simple installation.

### Supports NDI® Technology

The VC-A50PN can connect directly to a NDI® network, utilizing NDI-based video production workflows without additional configuration, reducing cost and set-up time.







## Wide Range Pan/Tilt/Zoom Action

The VC-A50PN has a wide shooting area (pan angle from -170° to +170°; tilt angle from -30° to +90°), as well as quiet, fast, and precise positioning movements.



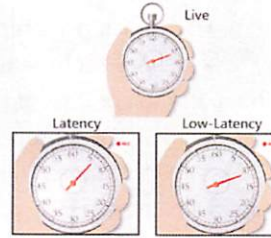
## Multiple Signal Interface Formats

The VC-A50PN is able to switch video output formats to Full HD for compatibility in various display devices.



## Audio Input Support

The VC-A50PN has a stereo audio input with AAC encoding transmission through the Internet, SDI and HDMI extending the distance of an audio device. This enhances sound quality while reducing installation cost.



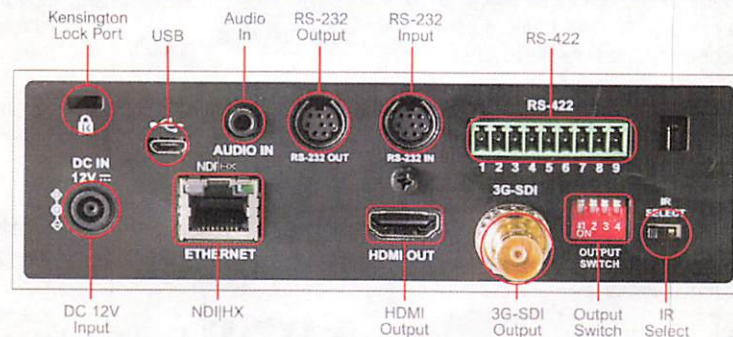
## Ethernet Low-Latency

The VC-A50PN supports low-latency and the fast response time is less than 120 ms that allows unnoticeable delays between a live image and its output on the screen.

## Product Specifications

Sensor	1/2.8" 2.41MP CMOS	WDR	Yes
Video Format	1080p : 60 / 59.94 / 50 / 30 / 29.97 / 25	3D NR	Yes
	1080i : 60 / 59.94 / 50	Image Flip	Yes
	720p : 60 / 59.94 / 50	Preset Positions	128
		Multiple Video Stream	1080p 60 / 640x360p 30 *HDMI/SDI output 1080i60 NDI streams 1080p30
Video Output (HD) Interface	3G-SDI / HDMI / Ethernet	Audio Compression Format	AAC
Optical Zoom	20x	Control Interface	RS-232 / RS-422 / Ethernet
Horizontal Viewing Angle	57°	Control Protocol	VISCA / PELCO D / NDI
Vertical Viewing Angle	32.1°	Tally Light	Yes
Diagonal Viewing Angle	65.4°	PoE	PoE+ (IEEE802.3at)
Panning Angle	+170° ~ -170°	Video Stream	NDI HX
Panning Speed	120°/sec	Video Compression	H.264
Tilting Angle	+90° ~ -30°	Audio Input	Line In / MIC In (Phone Jack 3.5mm x1)
Tilting Speed	120°/sec	Audio Output	Ethernet / SDI / HDMI
Aperture	F1.6~F3.8	IR Pass-through	Yes
Focal Length	5.33mm~110mm	IR Receiver	Yes
Shutter Speed	1/1 ~ 1/10,000 sec	IR Remote Control	Yes
Minimum Object Distance	1.5m (Wide/Tele)	Power Consumption	PoE : 17.5W DC In : 16W
Video S/N Ratio	> 50dB	Weight	4.4lbs (2 kg)
Minimum Illumination	1.0 lux (F1.6, 50IRE, 30fps)	Dimensions	6.9" x 7.3" x 7.3" (174 x 186 x 187 mm)
Focus System	Auto / Manual		
Gain Control	Auto / Manual		
White Balance	Auto / Manual		
Exposure Control	Auto / Manual		

## I/O CONNECTIONS



**Lumens®**  
We Make Your Job Easier  
www.MyLumens.com

Lumens Integration, Inc.  
4116 Clipper Court  
Fremont, CA, 94538  
Phone: +1-866-600-0988  
Fax: +1-510-252-1389

Lumens Europe  
De Nayerstraat 17 9470  
Denderleeuw Belgium  
Phone: +32-473-58-38-95  
Fax: +32-2-452-76-00





## LC200 CaptureVision System



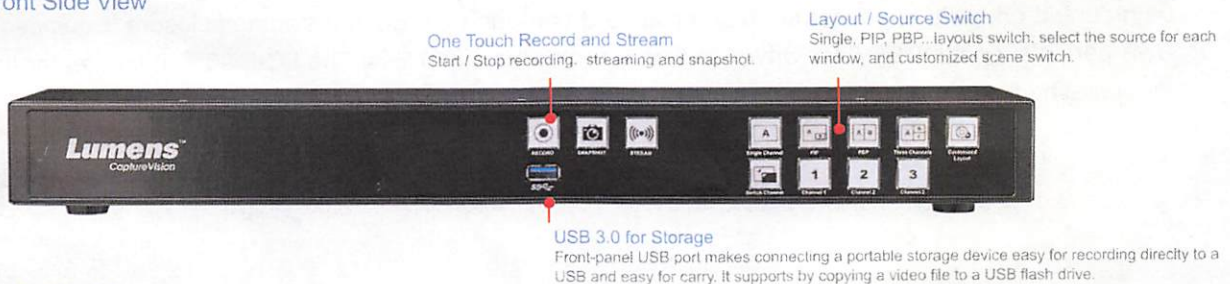
Lumens CaptureVision System LC200 is an innovative media processor that allows you to record and create live streaming by mixing, encoding, and switching up to 4 HDMI or 3 IP video sources, and 4 audio sources. The LC200 can backup video files to a content management server or stream to most cloud video servers. It is applicable for use in education, corporate, government, healthcare, house of worship, and other applications.

### Key Features

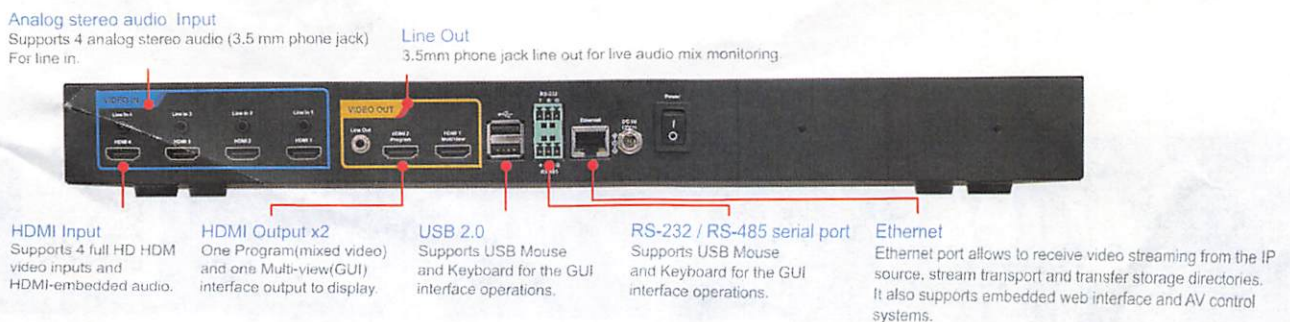
- Supports 1080p 60/30fps recording
- Supports 4 HDMI Inputs and IP video sources including Lumens IP cameras, and standard RTSP streams.
- Supports HDMI-embedded audio or analog stereo audio with 4 channels Audio Input mixing and gain control.
- Flexible scaling and window processing, supports PIP, PBP and up to 4 windows layout and mixing
- Advanced Scenes Switch
- Webpage and plug n play GUI Director Interface
- Built-in 1TB HDD storage or optional 2TB HDD

### Product Interface

#### ■ Front Side View



#### ■ Back Side View



# Product Specifications

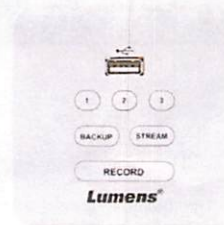
VIDEO INPUT		AUDIO OUTPUT	
Number/Signal	4 HDMI digital video	Number/Signal	1 stereo, unbalanced 3.5mm phone jack 2 stereo, digital de-embedded audio from HDMI
Connection	4 female HDMI type-A	COMMUNICATION	
Resolution Range	480i~1080p 60fps	USB	2 rear panel USB 2.0 type A Support USB mouse, keyboard, HID touch display
IP Source	Lumens IP PTZ / Box Cameras RTSP Source (H.264 1080p 60 / 30fps)	Serial Control	RS-232 / RS-485 port
VIDEO PROCESSING		ETHERNET	
Video Compression	H.264 / AVC 4:2:0 8bit color Encoding profile: High, Main, Baseline	Ethernet Host Port	1 female RJ-45 10/100/1000 Base-T high/full duplex
Bitrate	200 kbps to 10 Mbps	Streaming Protocol	Pull: RTSP Push: RTMP / RTMPS / MPEG-TS TCP, UDP, HTTP DHCP Client
VIDEO OUTPUT		FUNCTIONS	
Number/Signal	3 H.264 / AVC digital video over Ethernet 2 HDMI digital video	Support IP Sources	Lumens IP Camera, RTSP
Scaled Resolution	1080p	Scenes Switch	Yes, preset for layout, background, and overlay
Frame Rate	30 / 60 fps	Layout Switch	Yes ( Single, PIP, PBP, 3 and 4 windows layouts)
RECORDING AND STORAGE		Background Switch	Yes
Internal Storage	Standard 1TB HDD / Optional 2TB HDD	Overlay	Yes, PNG overlay or System time overlay
External Storage	1 USB 3.0 port in front panel	File Backup	FTP / SFTP / NAS(CIFS/SMB, NFS) / USB Flash Drive
File Type	MP4 (H.264 / AAC), JPEG	GENERAL	
Resolution	360p, 720p, 1080p	Power Supply	DC In , 12V / 2A
Frame Rate	Max. 1080p 60 / 30 fps	Power Consumption	24W
AUDIO INPUT		Dimension	Standard 1u rack dimensions 122.5mm(L) x 431mm (W) x 44.3mm (H)
Number/Signal	4 Line In (stereo, 3.5mm phone jack) 4 stereo, digital de-embedded audio from HDMI IP Audio Source (RTSP, AAC-Raw, 16K/44.1K/48K)	Weight	1.2 kg
AUDIO PROCESSING			
Compression	AAC-LC		

## Optional Accessory

Lumens LC-RC01 remote control panel, a wall plate for the LC200 to control the live streaming, recording, and video file saving options. The panel provides three macro functions that can remotely switch the scene and control the cameras preset. The LC-RC01 can be extended to 30 meters through a Cat 5e cable. It can be mounted on walls and furniture in any standard one-gang US/EU A/V frame enclosure. Equipped with a USB port, it supports USB flash drives to record or backup video files. The LC-RC01 offers greater flexibility for operating the LC200.



U.S. standard: LC-RC01U



Europe standard: LC-RC01E

# Lumens®

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Fremont, CA, 94538  
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www.MyLumens.com

## PLANNING AND ZONING

8. MICHAEL PENDERGAST, OWNER OF THE PROPERTY COMMONLY KNOWN AS 131 DOGWOOD DR, IS REQUESTING A VARIANCE TO THE FENCE REQUIREMENT THAT A PRIVACY FENCE MUST SLOPE DOWN TO THREE (3) FEET STARTING AT THE TWENTY-FIVE (25) FOOT FRONT SETBACK LINE. THE REQUEST IS TO CONTINUE THE PRIVACY FENCE AT FIVE (5) FEET STARTING FROM THE TWENTY-FIVE (25) FOOT FRONT SETBACK LINE AND CONTINUE TO THE FRONT PROPERTY LINE WHERE IT WILL MEET THE EXISTING WROUGHT IRON FENCE ALONG THE FRONT PROPERTY LINE.

Chairman Jim Meggett asked if there was anyone present to comment on the case. No one came forward to comment. Chairman Meggett called for a motion to approve the variance. Commissioner Frater moved, seconded by Commissioner Watson to approve the variance as written.

After a unanimous vote by all commissioners present in favor of the motion, Chairman Jim Meggett declared the motion passed.

# **Item #3**

**Michael Prendergast**

**131 Dogwood Dr**

**Variance**

**Fence Requirements in Current Zoning Ordinance**

## Application for Variance

### Section 904. Applying for a Variance.

To apply for a variance from the terms of the Zoning Ordinance, the applicant must submit the following:

1. Letter stating what is being requested and what type of development is proposed.
2. Two (2) copies of plot plan detailing existing structure, proposed development and encroachment, dimensions of property, location of all streets bordering property, and the names and mailing addresses of all property owners adjacent to side of property affected.
3. A fee of Seventy-five (\$75.00) Dollars, payable in advance to help defray the expense of advertising and processing.

Please call the Zoning Official, David Draz (228) 202-5772 to set up a meeting to discuss items needed for a complete application, submittal deadlines and the dates of the Meetings.

You can also go the City of Waveland website at: <http://waveland.ms.gov/administration/planning-and-zoning/>.

Please remember that the Planning and Zoning Commission is a recommending body. The case will go the Board of Alderman at their next regularly scheduled meeting for final approval/denial action on the variance request.

Name(s) of Applicant(s): MICHAEL & JILL BRENDERGOTT Date of Application: \_\_\_\_\_

Phone#: [REDACTED] E-mail (optional): [REDACTED]

Name(s) of current Owner(s): \_\_\_\_\_ Phone#: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

Mailing Address of Current Owner (Street, City, Zip Code) \_\_\_\_\_

\_\_\_\_\_  
(Note, current owner must provide letter stating that you have permission to submit a variance application).

Property Physical Address(s) or Parcel #(s): 131 Dogwood Drive

Current Zoning of Property: \_\_\_\_\_

Proposed Variance: \_\_\_\_\_

Applicant Signature: Michael Brendergott Date: 03-28-2009

Please review the items below regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter.

### Section 906. Power and Duties of the Planning and Zoning Commission

The Planning and Zoning Commission shall have the following powers and duties:

906.1 To recommend in special cases such variances from the terms of this Zoning Ordinance as will not be contrary to public interest where, owing to the special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship. A variance from the terms of this Zoning Ordinance shall not be recommended by the Planning and Zoning Commission unless and until:

- A. A written application for a variance is submitted demonstrating:
1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.
  2. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Zoning Ordinance.
  3. That special conditions and circumstances do not result from the actions of the applicant.

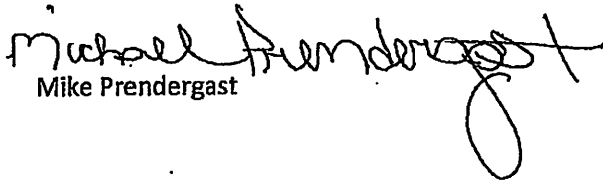
The Planning and Zoning Commission

03/25/2022

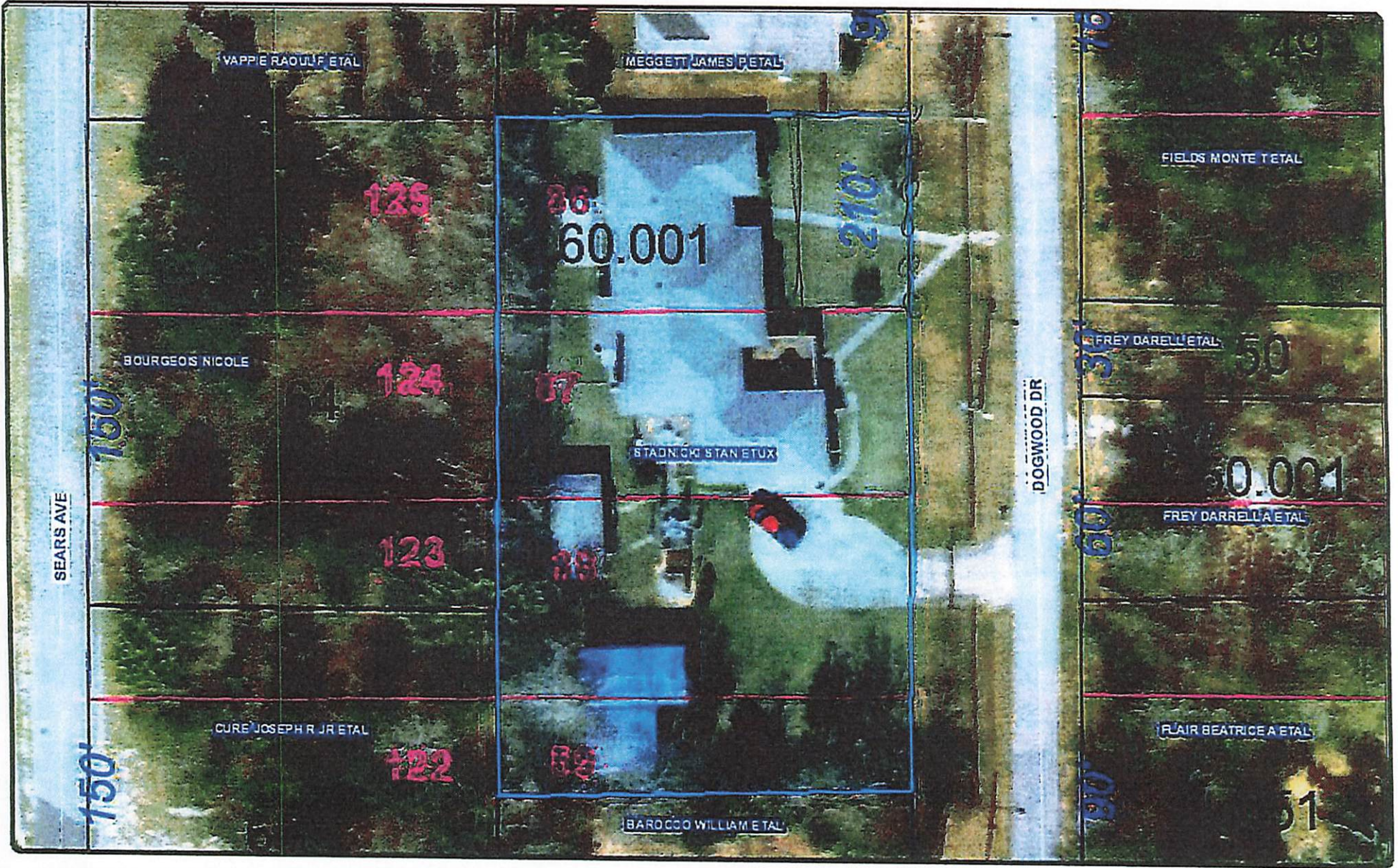
I am writing this letter requesting a variance at 131 Dogwood Drive regarding the construction of a board on board fence. The fence will be a 6 foot privacy fence at the 25 foot mark. It will scale down to five feet instead of the typical 3 foot requirement in the front yard due to it meeting the existing fence that is already there.

Thanking you in advance for your consideration with this matter.

Sincerely,

  
Mike Prendergast

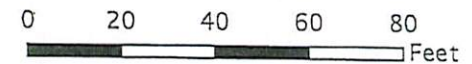
# Geoportal Map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

March 25, 2022

1 inch = 38 feet





9. JAMES THORNTON, OWNER OF THE PROPERTY COMMONLY KNOWN AS 801 CARROLL ST, IS REQUESTING A CONDITIONAL USE FOR AN ACCESSORY STRUCTURE OVER 500 SQ FT. THE REQUEST IS TO INCREASE THE SIZE OF HIS GARAGE FROM 480 SQ. FT. HE IS REQUESTING TO ADD 1,000 SQ. FT. FOR A TOTAL BUILDING SIZE OF 1,480 SQ. FT. HE IS ALSO REQUESTING A VARIANCE OF THE MAXIMUM HEIGHT REQUIREMENT OF AN ACCESSORY STRUCTURE OF FIFTEEN (15) FEET TO ALLOW HIS ADDITION TO MATCH THE HOUSE AT NINETEEN (19) FEET IN HEIGHT.

Chairman Jim Meggett asked if there was anyone present to comment on the case. No one came forward to comment. Chairman Meggett called for a motion to approve the conditional use and variance. Commissioner Watson moved, seconded by Commissioner Frater to approve the conditional use and variance requests as written.

After a unanimous vote by all commissioners present in favor of the motion, Chairman Jim Meggett declared the motion passed.

# **Item #4**

**James Thornton**

**801 Carroll St**

**Conditional Use & Variance Requests**

**Conditional Use for an Accessory Structure over  
500 sq ft**

**Variance of the maximum height requirement of  
an Accessory Structure to be 15 ft.**

## Application for Conditional Use

302.16 Conditional Use: A conditional use is a use that would not be appropriate generally or without restriction through the zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning districts as conditional uses, if specific provisions for such conditional use are made in this zoning ordinance.

Name of Applicant: JAMES THORNTON Date of Application: 5/13/2022  
Phone#: [REDACTED] E-mail (optional): [REDACTED]  
Property Physical Address(s) or Parcel #(s) 801 CARROLL ST. WAVE LAND, MS 39576  
Current Zoning of Property and Proposed Conditional Use: R-1  
Conditional Use - Bk 159. Pt 1, 480 A DD

(Note: To submit a Conditional Use Application you must provide proof of current ownership or a document from the current owner granting you permission to seek a Conditional Use (specific to use) for this property.)

906.3 Conditional Uses: Subject to the provisions of Sections 901 and 902 of this Article, the Planning and Zoning Commission shall set a hearing and make a recommendation to the Board of Mayor and Aldermen to grant a conditional use for the uses enumerated as conditional uses in any district as herein qualified and may impose appropriate conditions and safeguards including a specified period of time for the use to protect property and property values in the neighborhood.

Applications for conditional use for uses authorized by this Ordinance shall be made to the Planning and Zoning Commission. A public hearing shall be held, after giving at least fifteen (15) days' notice of the hearing in an official paper specifying the time and place for said hearing. The application shall be specified by the governing authority. The Planning and Zoning Commission will investigate all aspects of the application giving particular regard to whether such use will:

1. Substantially increase traffic hazards or congestion.
2. Substantially increase fire hazards.
3. Adversely affect the character of the neighborhood.
4. Adversely affect the general welfare of the city.
5. Overtax public utilities or community facilities.
6. Be in conflict with the Comprehensive Plan.

If the findings by the Planning and Zoning Commission relative to the above subjects are that the City would benefit from the proposed use and the surrounding area would not be adversely affected, then the Commission may recommend the project for approval to the Board of Mayor and Aldermen.

B. Any proposed conditional use shall otherwise comply with all regulations set forth in this Zoning Ordinance for the district in which such use is located.

Please provide a letter providing as much detail as possible regarding the proposed Conditional Use, including but not limited to description of purpose of the conditional Use. Please review the above items regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter).

Applicant Signature: James Thornton

Date: 5/13/2022

Zoning Official Sign-Off: [Signature]

Date: 5/15/2022



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

### Application for Variance

Section 904. Applying for a Variance

To apply for a variance from the terms of the Zoning Ordinance, the applicant must submit the following:

1. Letter stating what is being requested and what type of development is proposed.
2. Two (2) copies of plot plan detailing existing structure, proposed development and encroachment, dimensions of property, location of all streets bordering property, and the names and mailing addressed of all property owners adjacent to side of property affected.
3. A fee of Seventy-five (\$75.00) Dollars, payable in advance to help defray the expense of advertising and processing.

Typically the Planning and Zoning Commission meets on the last Monday of the month. Please call the Building and Zoning Office for submittal deadlines and the dates of the Meetings. You can also go the City of Waveland website at: <http://waveland.ms.gov/administration/planning-and-zoning/>.

Please remember that the Planning and Zoning Commission is a recommending body. The case will go the Board of Alderman at their next regularly scheduled meeting for final action on the variance request.

Name of Applicant: JAMES THORNTON Date of Application: 6/9/2022  
 Phone#: [REDACTED] E-mail (optional): [REDACTED]  
 Property Physical Address(s) or Parcel #(s): 801 CARROLL ST.  
 Current Zoning of Property: R1  
 Proposed Variance: Add 4.5 Feet To The height of Accessory Building 15 Foot  
 Applicant Signature: James Thornton Date: 6/9/2022

Please review the items below regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter.

Section 906. Power and Duties of the Planning and Zoning Commission  
 The Planning and Zoning Commission shall have the following powers and duties:  
 906.1 To recommend in special cases such variances from the terms of this Zoning Ordinance as will not be contrary to public interest where, owing to the special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship. A variance from the terms of this Zoning Ordinance shall not be recommended by the Planning and Zoning Commission unless and until:

Untitled

James Thornton  
801 Carroll St.  
Waveland, Ms. 39576  
May 3, 2022

City of Waveland Planning & Zoning Commission  
301 Coleman Ave.  
Waveland, Ms. 39576

Dear Commissioners,

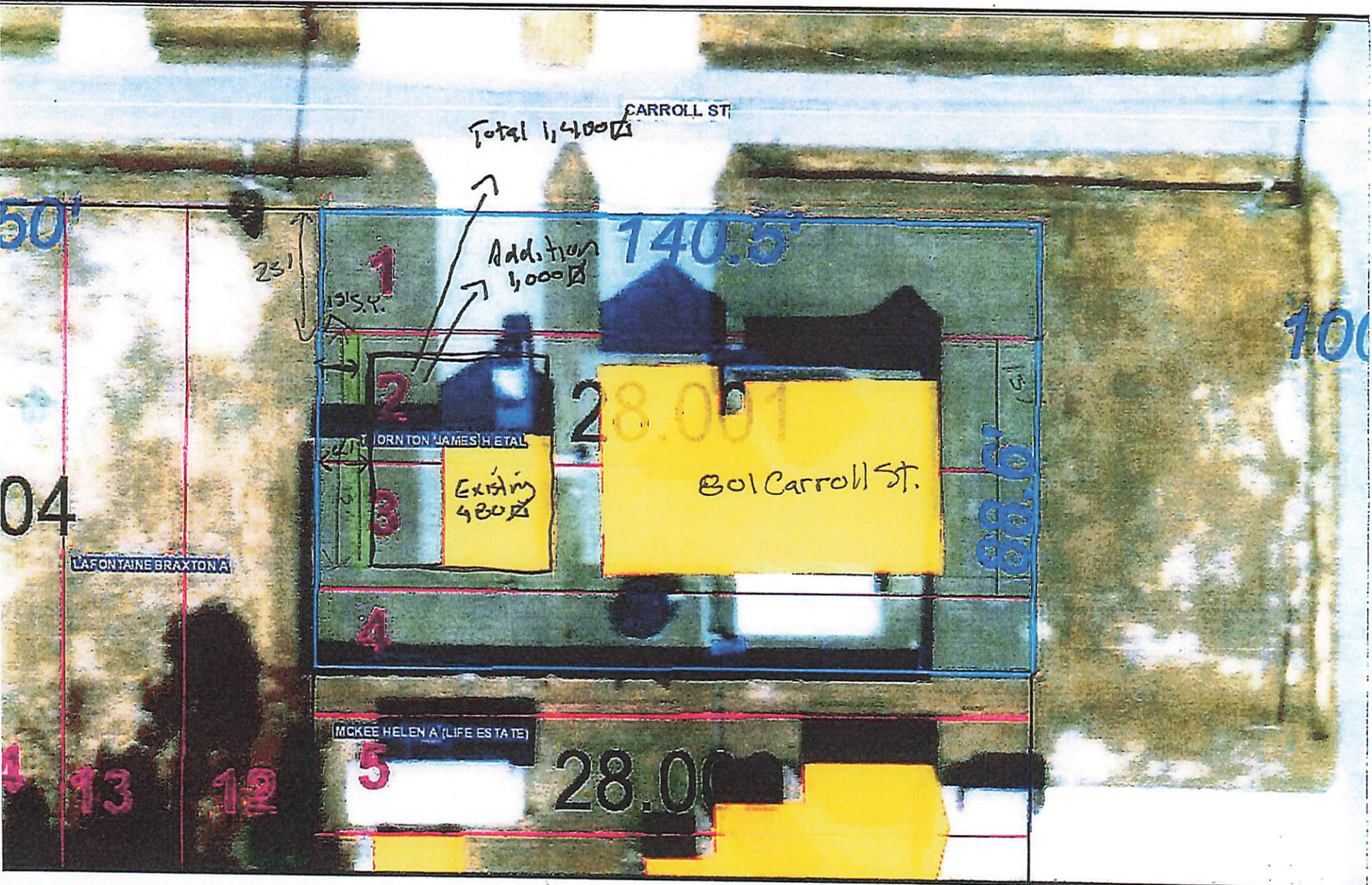
I am applying for conditional use. Additional 1000 square feet added to the existing 480 square foot garage. This addition will not encroach on the front, back or side yard minimum area requirements as shown on the attached scaled exhibits. This addition would give me enough area to store my boat out of the weather in an enclosed garage under lock and key. The height will be 4.5 feet higher than the allowed 15 feet but the new height of the garage will also blend in with the existing height of the house. The addition will be same brick as on the existing garage and house therefore maintaining the same curb appeal. This addition will also blend in with my neighbors garage across the street whose garage is 1116 square feet and higher than 15 feet. However, his garage also blends in with his home as will mine. Please see pictures of his garage that are attached. Please see attached application, pictures and scaled exhibits.

Thank you for your consideration.

Sincerely,

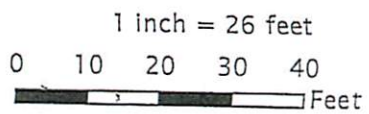
*James Thornton - OWNER*

Geoportai map

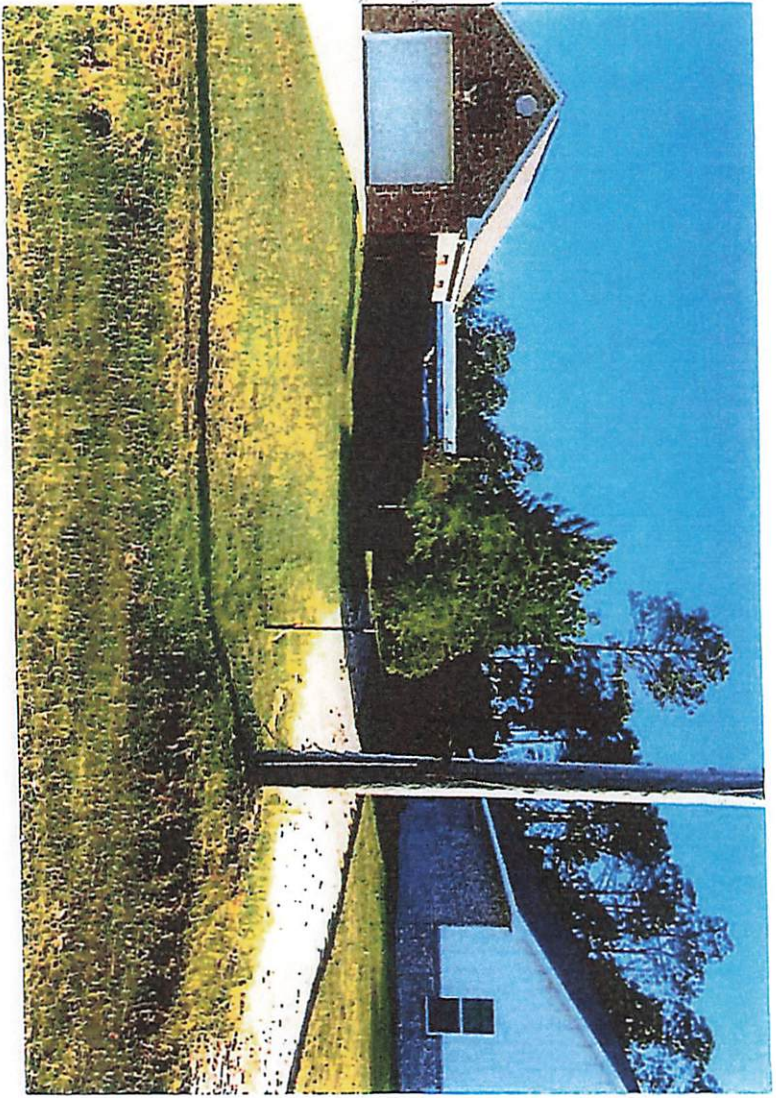


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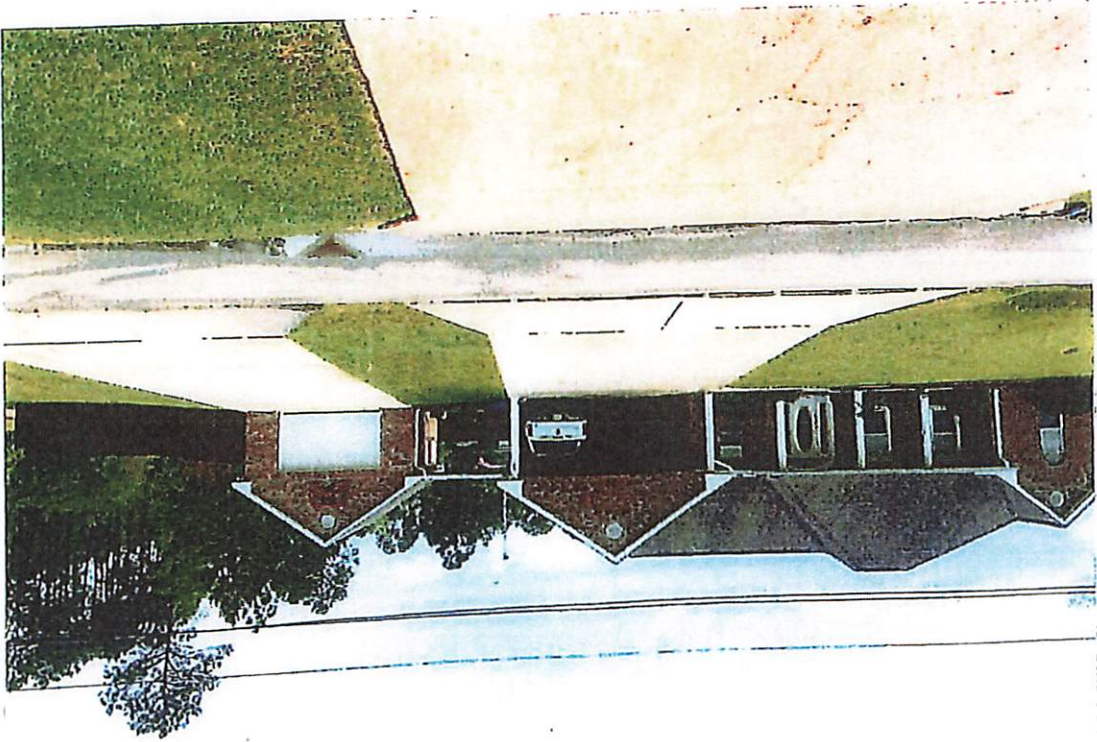
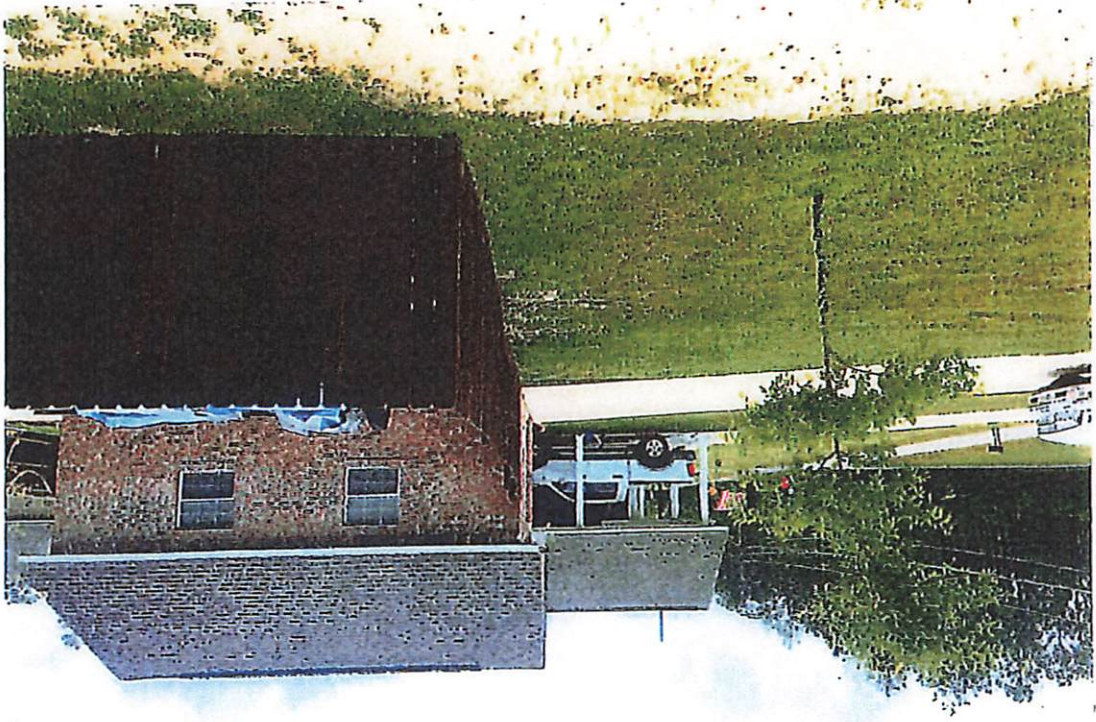
April 14, 2022

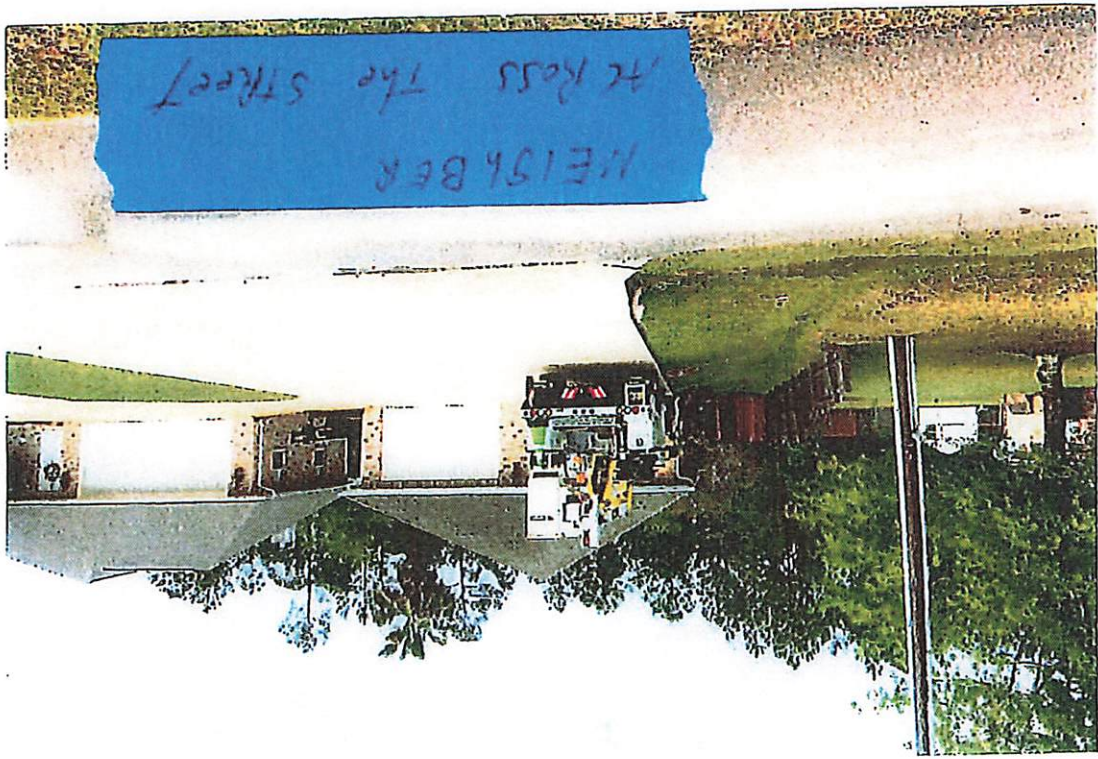
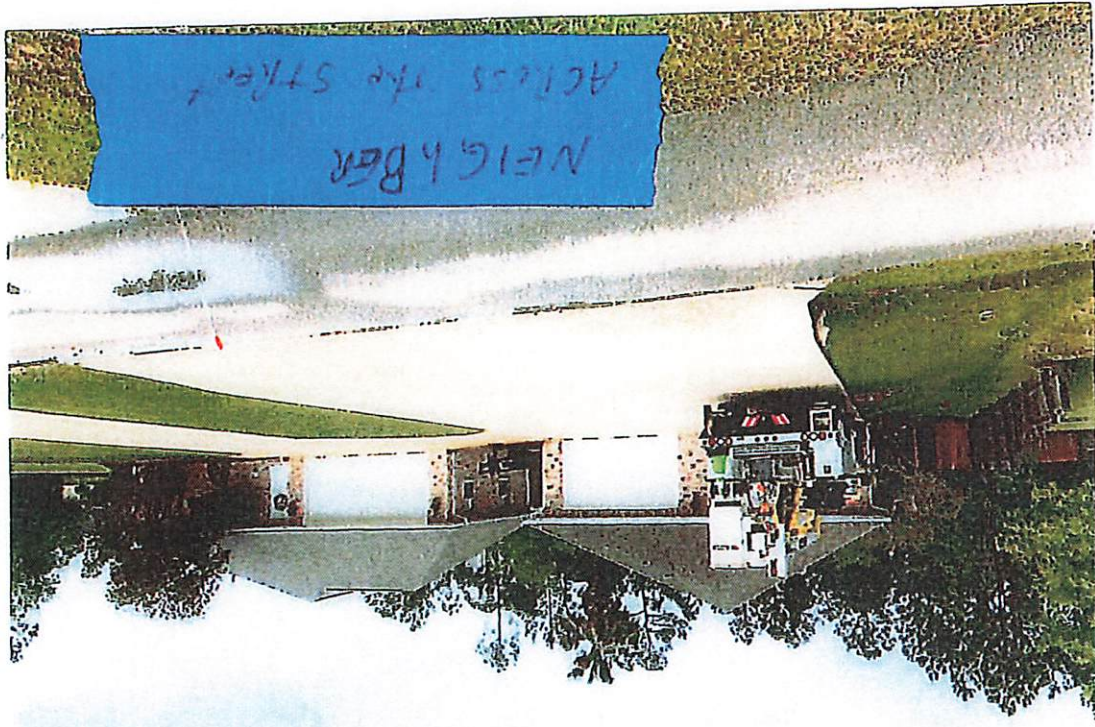


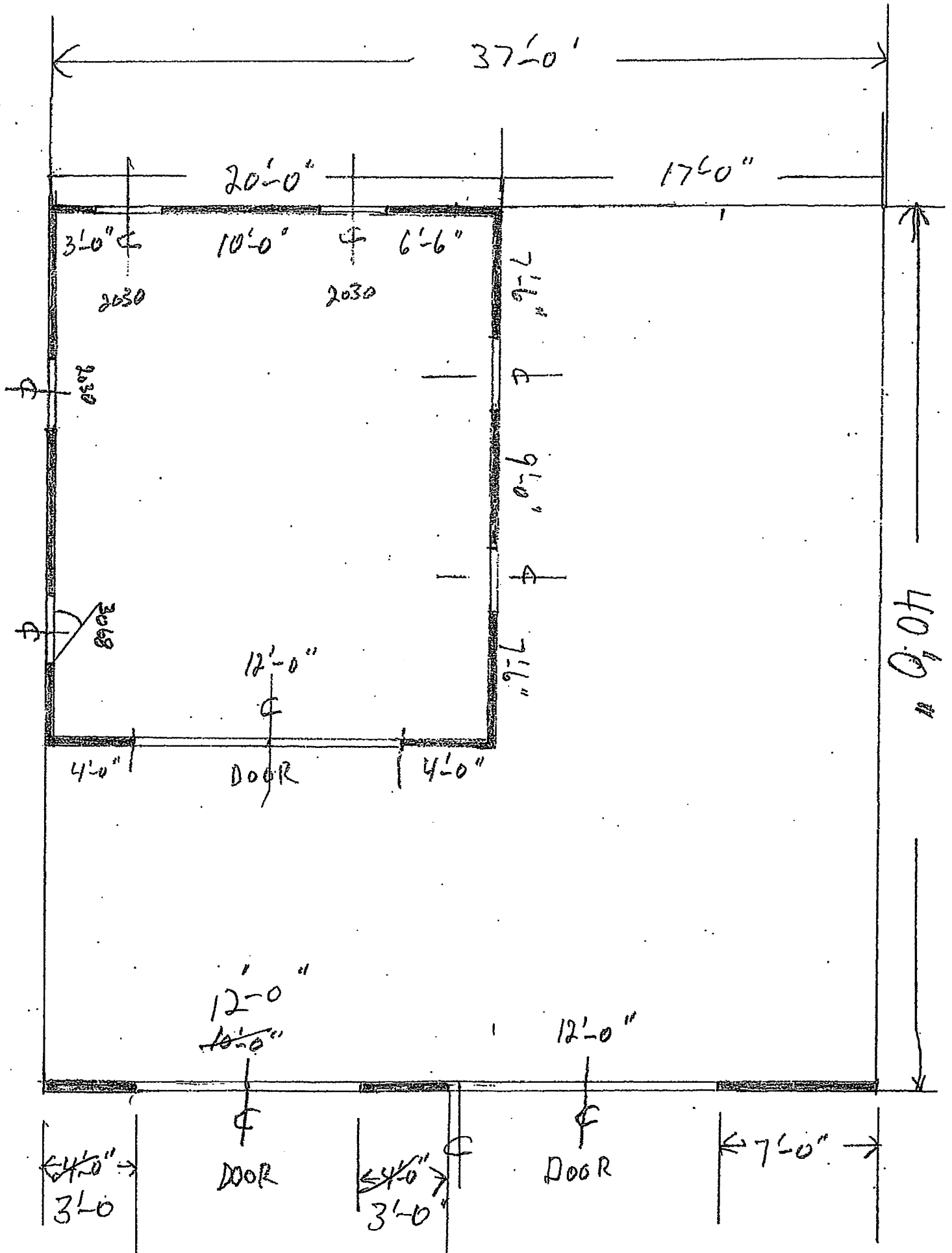










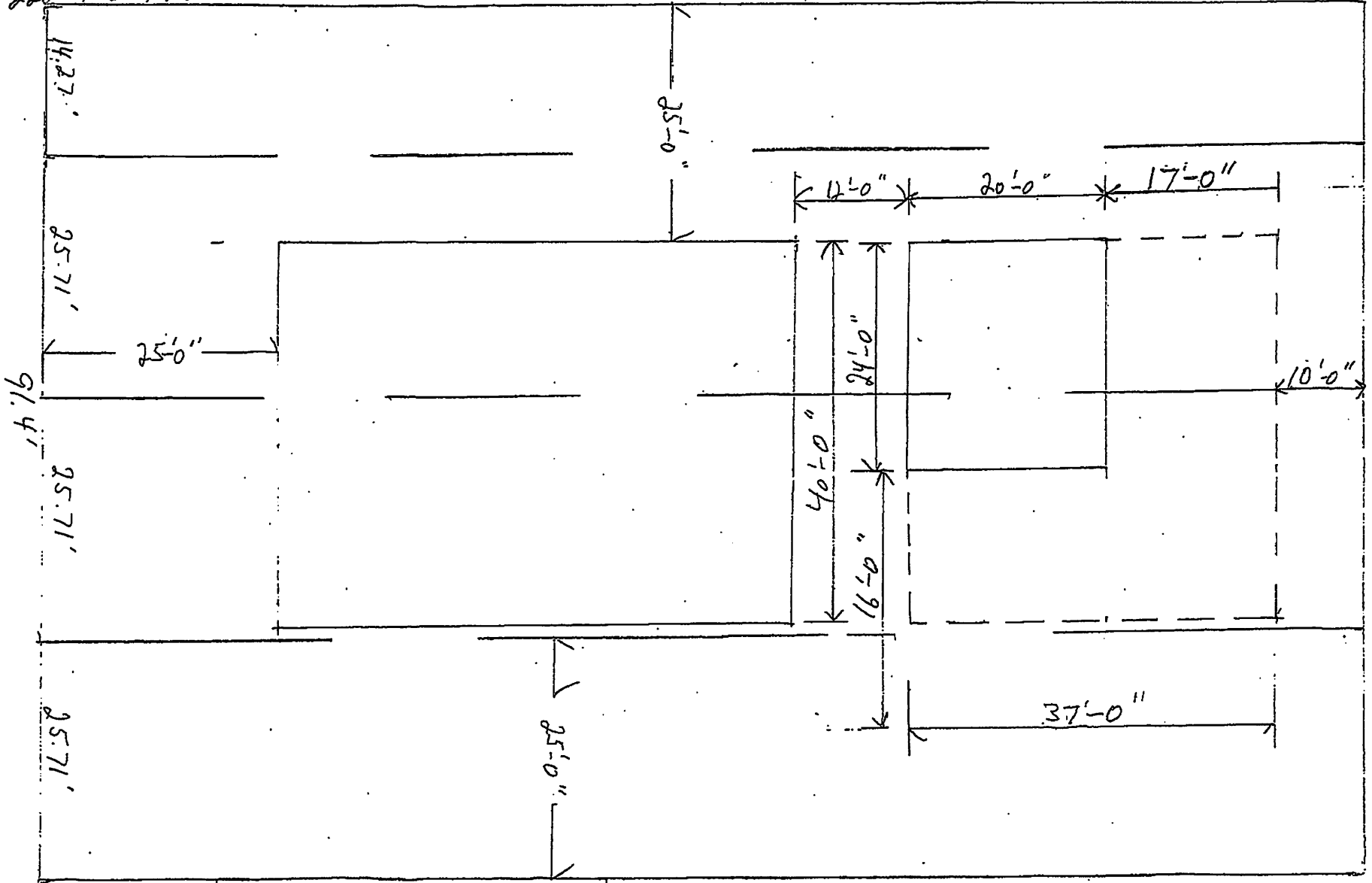


JIMMY THORNTON  
801 CARROLL ST.  
WAVE LAND MS 39576  
228-493-7722

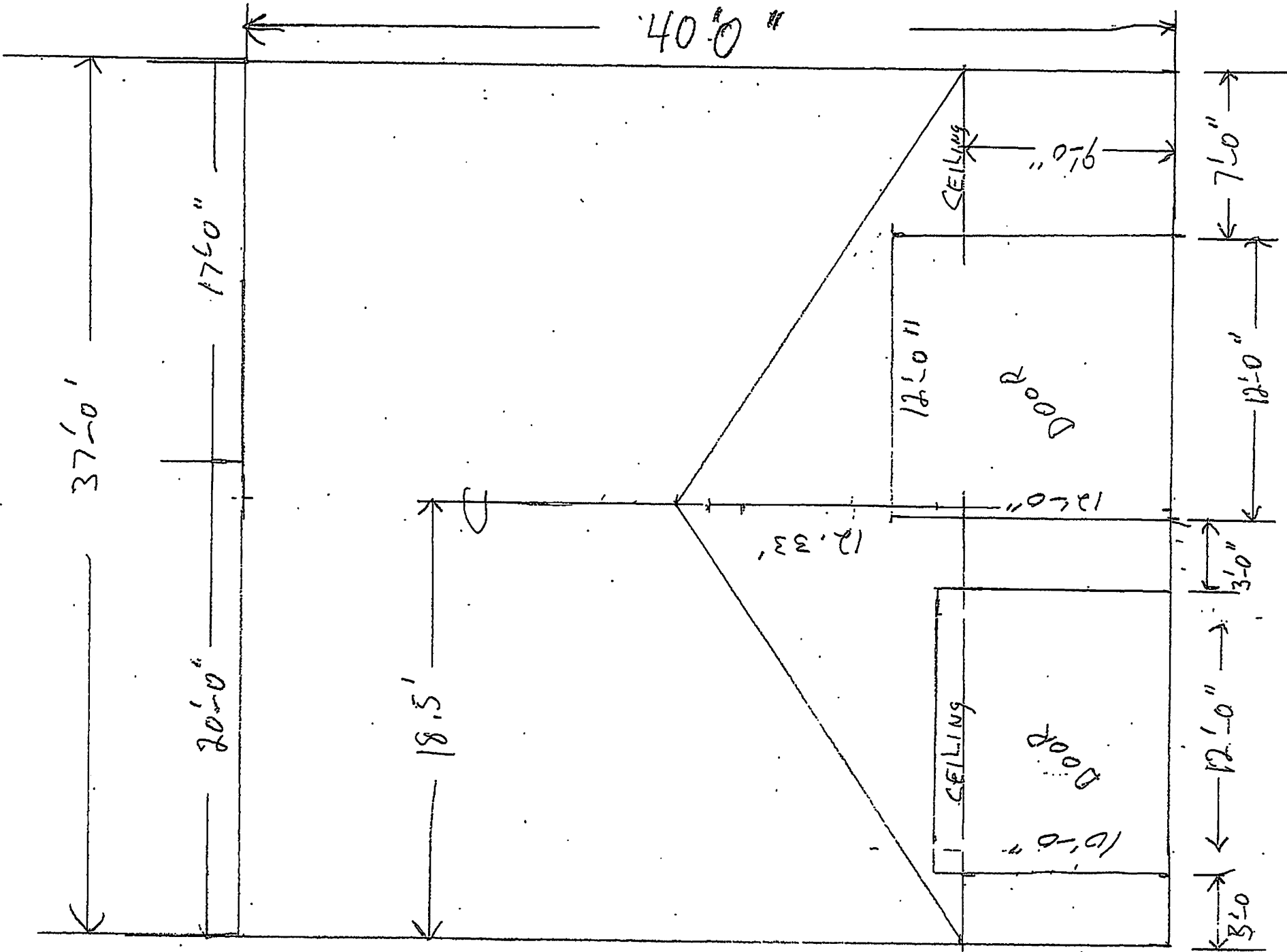
140.5'

$\frac{3}{32} = 1 \text{ FOOT}$

SYCAMORE ST.



CARROLL ST.



# **Item #5**

**Chris Genin**

**239 Pine Ridge Dr**

**Variance Requests**

**Rear-Yard Setback & Right Side-Yard Setback  
Variances**



Back Property owner  
and side property  
owner Both  
Donnie Thomas  
324 SANDY Street  
Waveland MS 39576

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

## Application for Variance

### Section 904. Applying for a Variance

To apply for a variance from the terms of the Zoning Ordinance, the applicant must submit the following:

1. Letter stating what is being requested and what type of development is proposed.
2. Two (2) copies of plot plan detailing existing structure, proposed development and encroachment, dimensions of property, location of all streets bordering property, and the names and mailing addressed of all property owners adjacent to side of property affected.
3. A fee of Seventy-five (\$75.00) Dollars, payable in advance to help defray the expense of advertising and processing.

Typically the Planning and Zoning Commission meets on the last Monday of the month. Please call the Building and Zoning Office for submittal deadlines and the dates of the Meetings. You can also go the City of Waveland website at: <http://waveland.ms.gov/administration/planning-and-zoning/>.

Please remember that the Planning and Zoning Commission is a recommending body. The case will go the Board of Alderman at their next regularly scheduled meeting for final action on the variance request.

Name of Applicant: April 11, 2022 Chris Genin Date of Application: April 11, 22  
 Phone#: [REDACTED] E-mail (optional): [REDACTED]  
 Property Physical Address(s) or Parcel #(s): 239 Pine Ridge Dr.  
 Current Zoning of Property: Residential  
 Proposed Variance: Accessory structure setback (Rebuild) 4'7" From Side 4'0" From Back  
 Applicant Signature: Chris Genin Date: April 11, 22

Please review the items below regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter.

### Section 906. Power and Duties of the Planning and Zoning Commission

The Planning and Zoning Commission shall have the following powers and duties:

- 906.1 To recommend in special cases such variances from the terms of this Zoning Ordinance as will not be contrary to public interest where, owing to the special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship. A variance from the terms of this Zoning Ordinance shall not be recommended by the Planning and Zoning Commission unless and until:

- A. A written application for a variance is submitted demonstrating:
1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same district.
  2. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Zoning Ordinance.
  3. That special conditions and circumstances do not result from the actions of the applicant.
  4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Ordinance to other lands, structures, or buildings in the same district.
- B. A public hearing shall be held after giving at least fifteen (15) days notice of the hearings in an official newspaper specifying the time and place for said hearing.
- C. The Planning and Zoning Commission may find in specific cases such variances from the terms of this Zoning Ordinance may not be contrary to the public interest where, owing to special conditions, literal enforcement of the provisions of this Zoning Ordinance will, in an individual case, result in unnecessary hardship, so that the spirit of this Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variances may be recommended in such case of unnecessary hardship upon a finding by the Planning and Zoning Commission that all of the following conditions exist:
1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
  2. A literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.
  3. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.
  4. The requested variance will be in harmony with the purpose and intent of this Zoning Ordinance and will not be injurious to the neighborhood or to the general welfare.
  5. The special circumstances are not the result of the actions of the applicant.
  6. The existence of a non-conforming use of neighboring land, buildings or structures in the same district, or non-conforming uses in other districts shall not constitute a reason for the requested variance.
  7. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.
  8. The variance is not a request to permit a use of land, building or structures which are not permitted by right or by conditional use in the district involved.
  9. Notice of public hearing shall be given as in section 906.1.B.

**The Fee for a Variance Application is \$75.00 and is non-refundable regardless of approval or denial.**

If you have any questions regarding submitting your application please contact:

David Draz  
Building Office Manager and Zoning Official  
(228) 466-2549  
[ddraz@waveland-ms.gov](mailto:ddraz@waveland-ms.gov)



City of Waveland Planning and Zoning  
301 Coleman Ave  
Waveland Ms 39576

## **Letter of Intent for Zoning Variance for:**

Chris Genin  
239 Pine Ridge Drive  
Waveland Ms 39576

Dear Planning and Zoning Members,

I am requesting a variance for the above address to seek relief of the required rear and side yard setbacks, for reasons detailed below the the proposed reduction of these setbacks would allow the property owner to rebuild their accessory structure in a way that would be in character with the surrounding homes along Pine Ridge Dr.

1. Due to the shape and narrowness of this lot combined with the required setbacks of 25 FT. The strict application of these requirements would deprive the existing property owner of rights and privileges currently enjoyed by property owners in the same zoning district. I am requesting a reduction in the rear setback down to 4 feet and a side setback reduction to 4 feet 7 inches. This is the same slab where previous building was located before demo.

2. This is a rebuild (60sqft bigger) and granting the variance will not be detrimental to the public welfare or injurious to the property or improvements in the zoning district in which subject property is located.

3. This is a rebuild (60 soft bigger) and the granting of the variance would have no more effect on either of the adjoining properties than the previous structure that was demo'd. The zoning relief requested will not cause any detriment to the common good, as the literal interpretation and strict application of the applicable zoning requirements would cause substantial undue and unnecessary hardship to the current property owner.

4. Rebuilt structure will be Consistent with the property and built to match the existing house, with vinyl siding, shingles ect.

**PLEASE SEE TIMELINE OF EVENTS WITH PICS AND CURRENT SURVEY ATTACHED**

Sincerely

Chris Genin

Property Owner

# Building Photographs

See Instructions for Item A6.

For Insurance Company Use:

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.  
239 PINE RIDGE DRIVE

Policy Number

City  
WAVELAND

State  
MS

ZIP Code  
39576

Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page, following.



11/13/09 FRONT VIEW

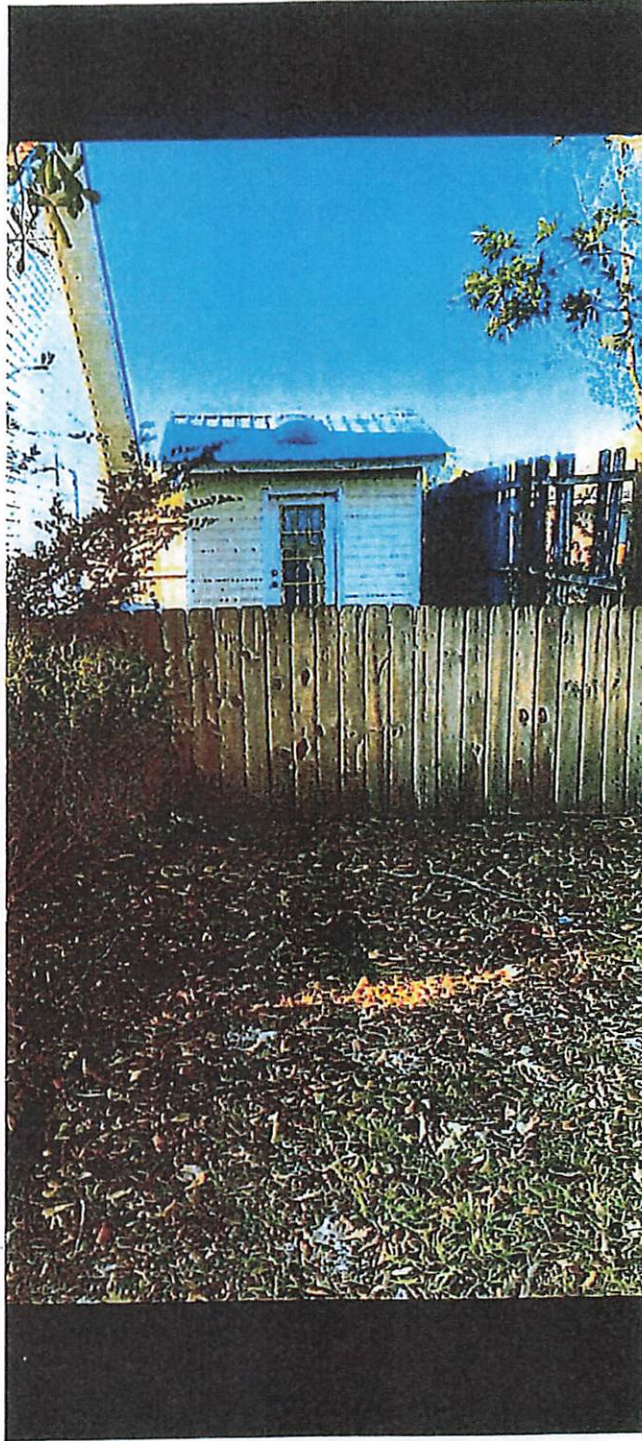


11/13/09 REAR VIEW

Elevation Cert  
Pictures from  
NOVEMBER 2009.

Property was  
Purchased JAN  
2010

Picture of Structure  
NOVEMBER 2020  
after Zeta. back  
Roof is missing  
Brought Picture to  
building Department  
Discussed setback  
Issues, Ability to  
Demo + Rebuild along  
with Extending  
Structure Forward  
NOT Towards  
BACK or SIDE  
Property LINE.



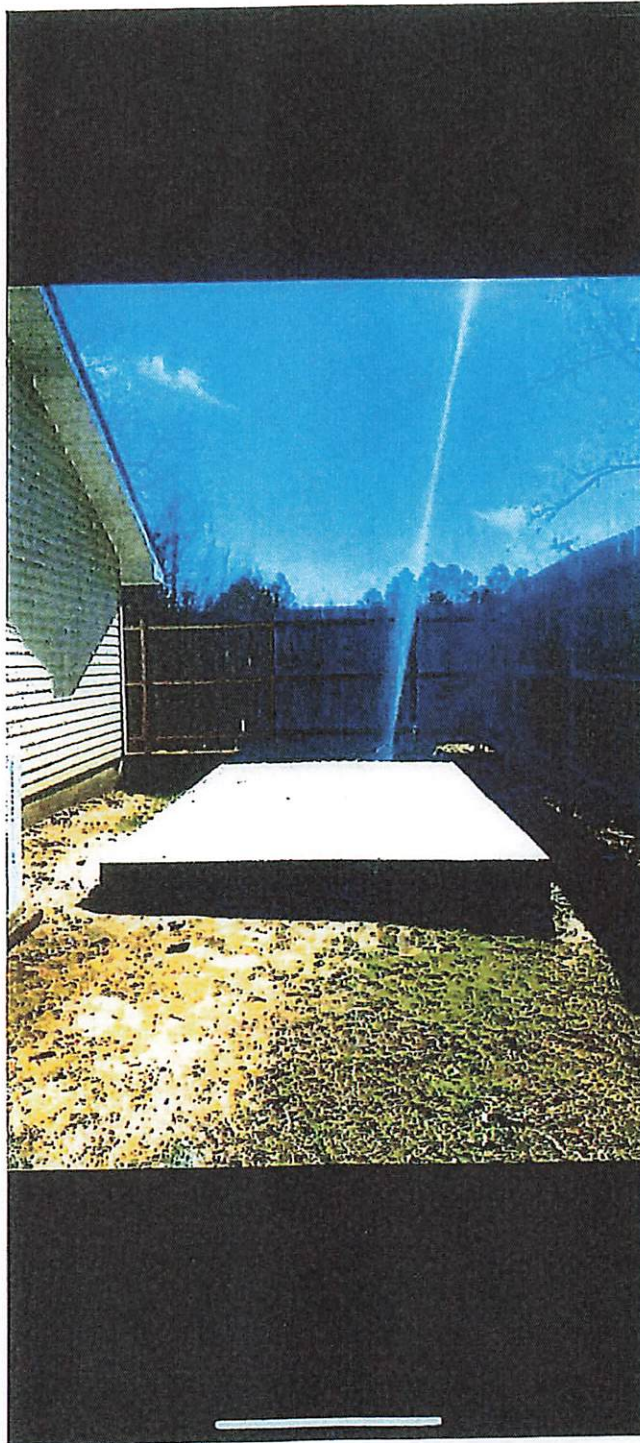
NOTE:  
SIDE Fence is  
2ft inside Property  
LINE Per Survey  
MARCH 2022

NOTE: fence on  
Right is 2 feet  
in side property  
line per  
MAR 2022  
Survey  
Fence is also  
8ft High.



December 2021  
Slab after Demo

MID January  
2022  
Slab Extended  
6ft towards  
Front of Property.  
NOT Encroaching  
towards Either  
Lot LINE.



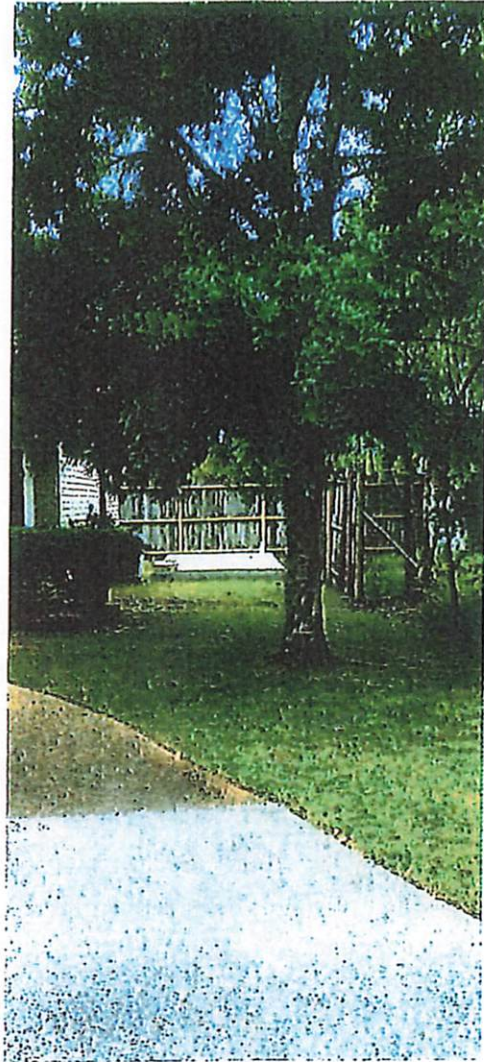
NOTE:

Fence on Right  
is 2ft inside  
Property LINE per  
MARCH 2022  
SURVEY.

Fence is Also  
8ft High.



- April 2022.
- Back Property Setback @ 4ft
- 8ft fence on Left is Directly on Property Line for Back of Property.

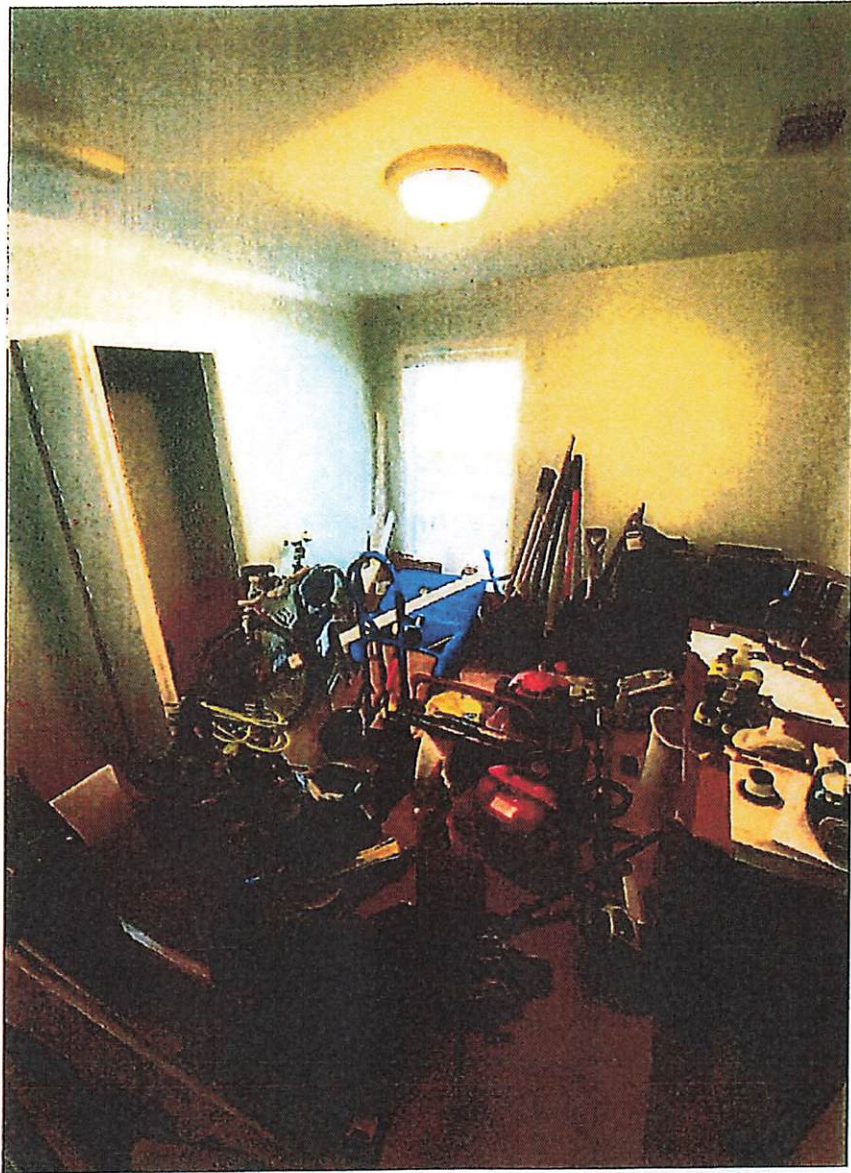


NOTE:

Fence on Right side  
is 2ft INSIDE of property  
LINE. per March 2022  
SURVEY.

Fence is also 8ft  
tall.

Picture from ROAD. April 2022.

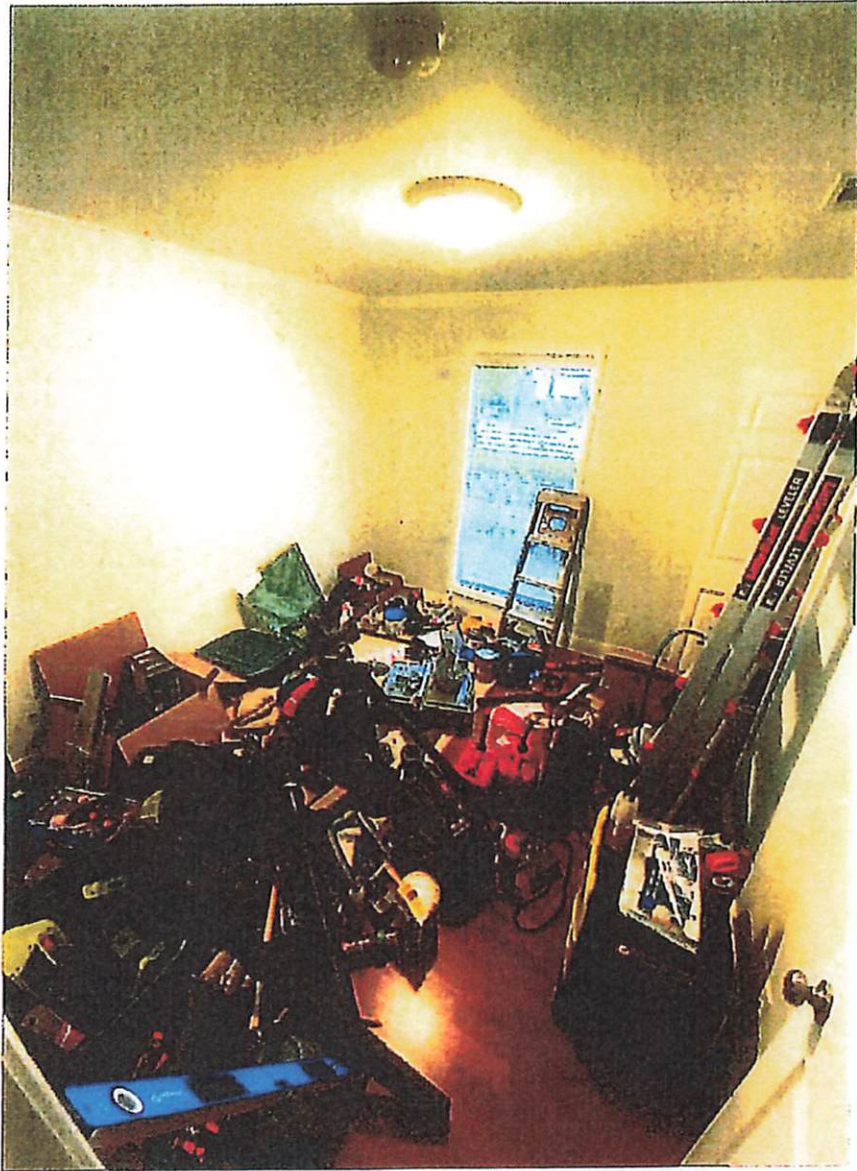


April  
2022

BEDroom 2 INSIDE MY HOUSE. Some Items  
Being stored.

- LAWN mOWER
- Gasoline
- Propane
- Pressure washer
- WEED EATER
- BACKPACK BLOWER





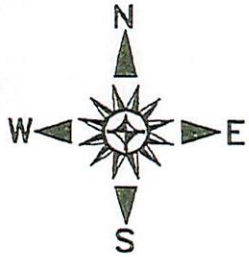
April 2022

Bedroom 3 Inside my House. Items include

- Generator
- Air compressor
- wood working tools
- Ladders
- Gasoline
- Paint
- Paint thinner
- Acetone
- chainsaws
- Hedge trimmers.
-



SIDE  
Property  
Line



LEGAL DESCRIPTION:

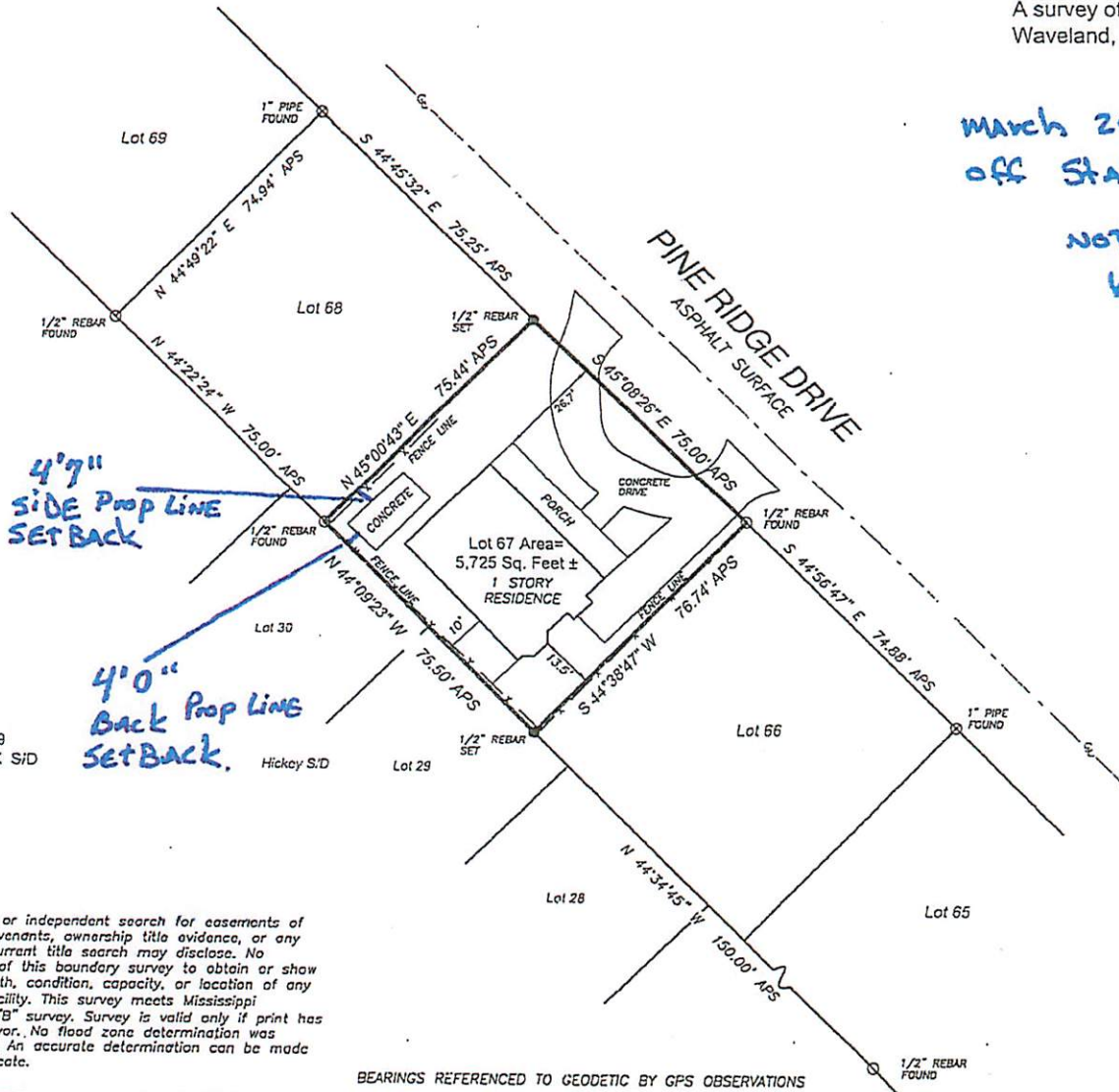
A survey of Lot 67, Pine Ridge Park Subdivision, Town of Waveland, Hancock County, Mississippi.

March 2022 Setbacks measured off stakes in field.

NOTE: Fence is on Property by 2 ft.

LEGEND:

- ⊕ CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊞ FENCE CORNER POST
- ⊙ POWER POLE
- APS AS PER SURVEY
- APR AS PER RECORD



4'9" Side Prop Line Setback

4'0" Back Prop Line Setback

REFERENCES:

- 1) DEED BOOK 2010 PAGE 399
- 2) PLAT OF PINE RIDGE PARK S/D

NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title avoidance, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

*Duke Levy*  
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.



4412 LEISURE TIME DRIVE  
DIAMONDHEAD, MS 39525  
(228) 343-9691 PHONE

SCALE.	1" = 30'	DATE.	03-25-2022
DRAWING	WO# 2022-077	CLIENT.	Chns Genin

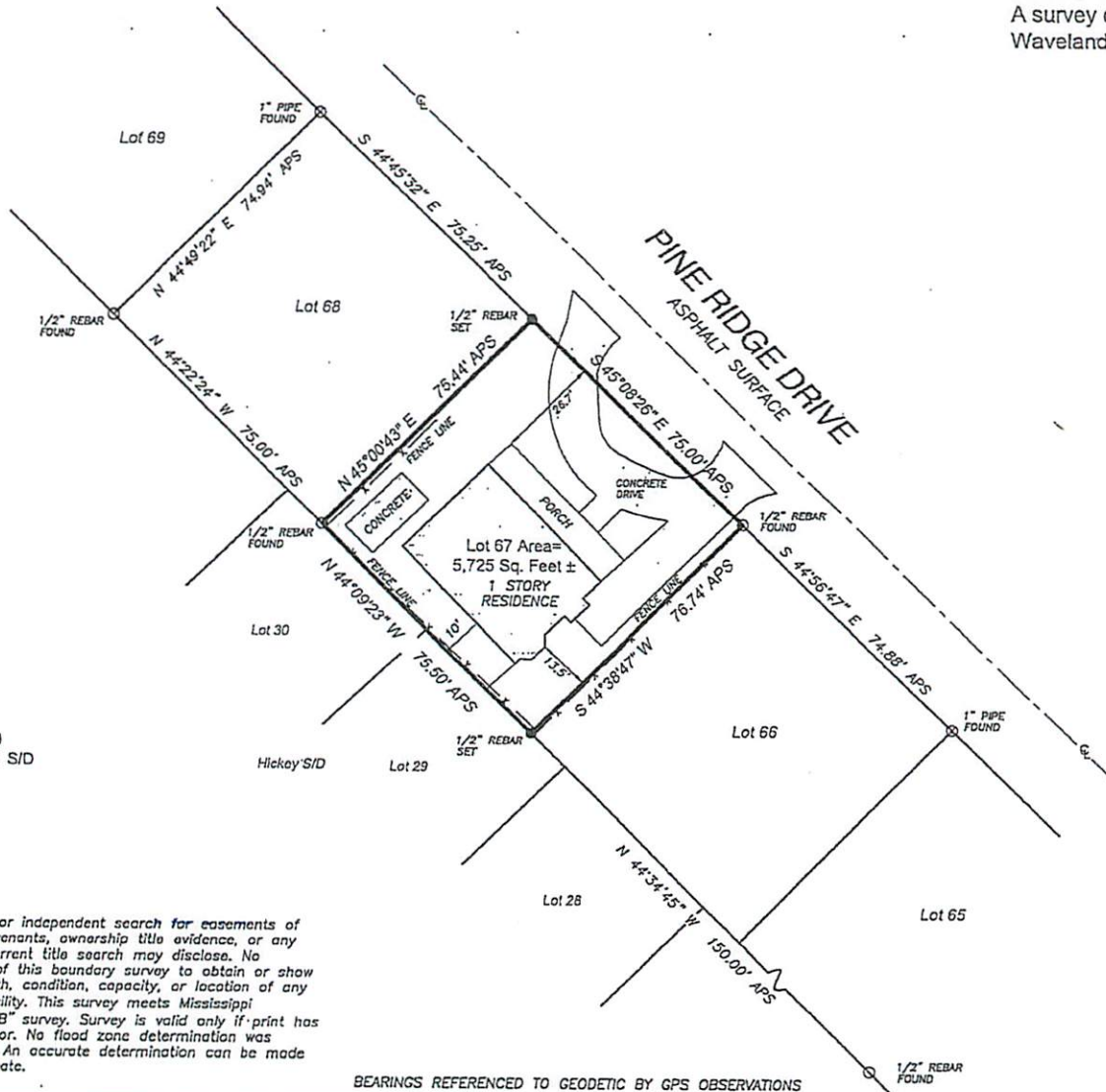


**LEGAL DESCRIPTION:**

A survey of Lot 67, Pine Ridge Park Subdivision, Town of Waveland, Hancock County, Mississippi.

**LEGEND:**

- ☉ CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊙ IRON PIPE FOUND
- ⊞ FENCE CORNER POST
- ⊘ POWER POLE
- APS AS PER SURVEY
- APR AS PER RECORD



**REFERENCES:**

- 1) DEED BOOK 2010 PAGE 399
- 2) PLAT OF PINE RIDGE PARK S/D

**NOTES:**


Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

*Duke Levy*  
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.	
 4412 LEISURE TIME DRIVE DIAMONDHEAD, MS 39525 (228) 343-9691 PHONE	
SCALE: 1" = 30'	DATE: 03-25-2022
DRAWING: WO# 2022-077	CLIENT: Chris Genin

10. KATHRYN & MICHAEL PERITO, OWNERS OF THE PROPERTY COMMONLY KNOWN AS 110 WHISPERING PINES DR, ARE REQUESTING A VARIANCE OF TEN (10) FEET FOR THE REAR-YARD SETBACK, RESULTING IN A REAR-YARD SETBACK OF FIFTEEN (15) FEET. THE PURPOSE FOR THE REQUESTED VARIANCE IS TO MAKE ADDITIONS TO THEIR RESIDENCE TO ALLOW THEM TO ADD 2 ROOMS AND A LARGE COVERED DECK.

Chairman Jim Meggett asked if there was anyone present to comment on the case. No one came forward to comment. Chairman Meggett called for a motion to approve the variance. Commissioner Frater moved, seconded by Commissioner Watson to approve the variance as written.

After a unanimous vote by all commissioners present in favor of the motion, Chairman Jim Meggett declared the motion passed.

# **Item #6**

**Kathryn & Michael Perito**

**110 Whispering Pines Dr**

**Variance Requests**

**Rear-Yard Setback Variance**



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

## Application for Variance

### Section 904. Applying for a Variance

To apply for a variance from the terms of the Zoning Ordinance, the applicant must submit the following:

1. Letter stating what is being requested and what type of development is proposed.
2. Two (2) copies of plot plan detailing existing structure, proposed development and encroachment, dimensions of property, location of all streets bordering property, and the names and mailing addresses of all property owners adjacent to side of property affected.
3. A fee of Seventy-five (\$75.00) Dollars, payable in advance to help defray the expense of advertising and processing.

Typically the Planning and Zoning Commission meets on the last Monday of the month. Please call the Building and Zoning Office for submittal deadlines and the dates of the Meetings. You can also go the City of Waveland website at: <http://waveland.ms.gov/administration/planning-and-zoning/>.

Please remember that the Planning and Zoning Commission is a recommending body. The case will go the Board of Alderman at their next regularly scheduled meeting for final action on the variance request.

Name of Applicant: KATHRYN H PERITO Date of Application: 4-6-22  
Phone#: [REDACTED] E-mail (optional): [REDACTED]  
Property Physical Address(s) or Parcel #(s): 110 WHISPERING PINES DR  
Current Zoning of Property: RESIDENTIAL  
Proposed Variance: COVERED DECK SETBACK  
Applicant Signature: Kathryn H Perito Date: 4-6-22

Please review the items below regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter.

### Section 906. Power and Duties of the Planning and Zoning Commission

The Planning and Zoning Commission shall have the following powers and duties:

- 906.1 To recommend in special cases such variances from the terms of this Zoning Ordinance as will not be contrary to public interest where, owing to the special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship. A variance from the terms of this Zoning Ordinance shall not be recommended by the Planning and Zoning Commission unless and until:

Application for Variance required information:

Kathryn H. Perito  
Parcel # 161B-2-01-084.000  
110 Whispering Pines Drive  
Waveland, MS 39576

Plot Plan:

(see attached Machado/Patano survey dated 4/30/21 and Robert E. Wedge design document "A New Renovation for the Perito Family" dated 3/22/22)

Location of all streets bordering property:

Whispering Pines Drive

Names and addresses of all property owners adjacent to affected side:

Parcel # 161B-2-01-070.000 (119 Aiken Road)

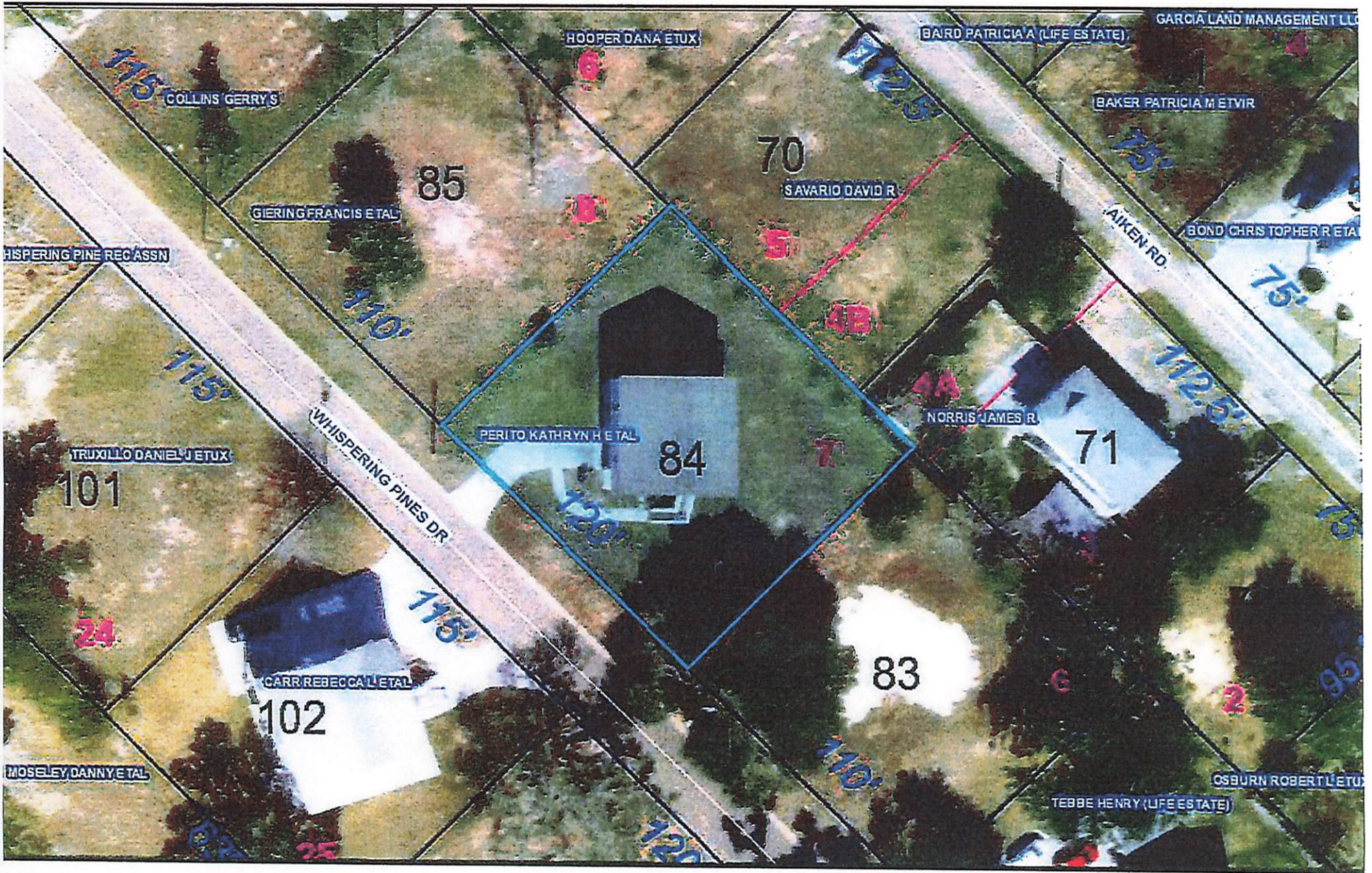
████████████████████  
████████████████████  
████████████████████

Parcel # 161B-2-01-071.000 (115 Aiken Road)

████████████████████  
████████████████████  
████████████████████



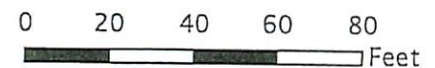
Geoportal map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

May 18, 2022

1 inch = 44 feet





# A NEW RENOVATION FOR THE PERITO FAMILY WAVELAND, MS HANCOCK COUNTY, MS

APPROX 15'

DRAWING INDEX	
PAGE NO.	DESCRIPTION
1	SITE PLAN WITH NOTES
2	SCOPE OF WORK
3	WALL FRAMING PLAN / SECTIONS
4	BUILDING ELEVATIONS / SECTIONS
5	ELECTRICAL PLAN

SQUARE FOOTAGE TABLE	
AREA	SQUARE FOOTAGE
HEATED & COOLED	374.0 SF
GARAGE / CARPORT	0.0 SF
COVERED PORCHES	1180.0 SF
TOTAL UNDER BEAM	1554.0 SF

MATERIAL HATCHES	
Compacted Earth	
Concrete	
Stucco	
Steel	
Ceramic Tile	
Block	
Concrete Block	
Field Stone	
Grass	

**LEGAL DESCRIPTION**

LOT 7

**CONTRACTOR NOTES**

CONTRACTOR TO VERIFY ALL DIMENSIONS & EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.

DOORS & WINDOWS ARE GIVEN IN FEET & INCHES IN WHOLE NUMBERS TO THE NEAREST 1/8".

CONTRACTOR SHALL VERIFY ALL INTERIOR FINISHES, FLOOR FINISHES, AND FINISH SCHEDULES IN ACCORDANCE WITH THE SCHEDULE PRIOR TO CONSTRUCTION.

IF IN THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY DIMENSIONS OF ANY CALLS OUT TO HIS OWN PROJECT TO CONSTRUCTION.

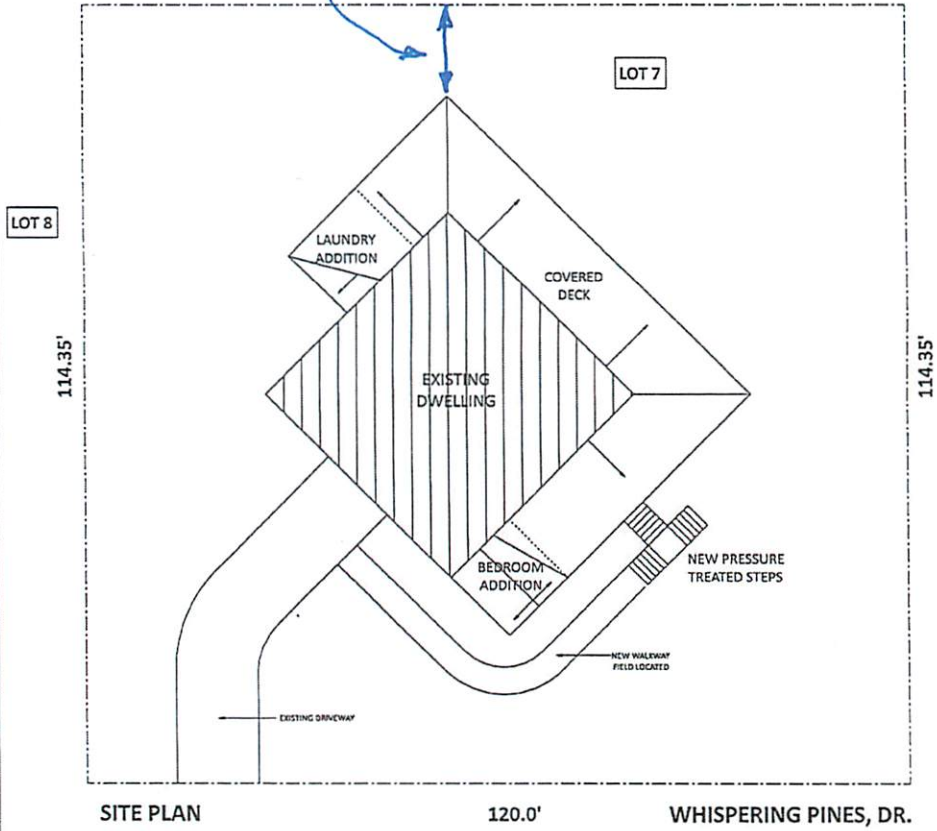
SEE EXISTING ELEVATIONS FOR ALL EXTERIOR MATERIALS, FINISHES.

SEE MANUFACTURER'S SPECIFICATIONS FOR REQUIRED RAMP SLOPES FOR DOORS & WINDOWS.

ALL NEW INTERIOR FINISHES & EXTERIOR FINISHES ARE TO BE VERIFIED BY STRUCTURAL ENGINEER AND VERIFY FOR FINISH AS NECESSARY.

CONTRACTOR SHALL MAKE ALL NECESSARY MODIFICATIONS TO THE CONTRACT PRIOR TO BEING IN COMPLIANCE WITH ALL STATE, LOCAL, AND UP TO DATE GOVERNING CODES.

AS THE ORIGINATOR OF THESE DRAWINGS, I HEREBY CERTIFY, THAT TO THE BEST OF MY KNOWLEDGE & UNDERSTANDING, THESE DRAWINGS COMPLY TO ALL GOVERNING BUILDING CODES.



SITE PLAN 120.0' WHISPERING PINES, DR.

## PROJECT CODE SUMMARY BUILDING DESIGN CRITERIA

2018 INTERNATIONAL RESIDENTIAL CODE (IRC) FOR ONE- AND TWO-FAMILY DWELLINGS  
AMERICAN FOREST AND PAPER ASSOCIATION (AF&PA) WOOD PRESERVE CONTRACT BY OPTION FOR ONE AND TWO FAMILY DWELLINGS (2017)

## SPECIFICATIONS

1. ALL WORK SHALL MEET REQUIREMENTS OF THE INTERNATIONAL RESIDENTIAL CODE 2018 EDITION.
2. THE DESIGN CRITERIA SHALL BE AS SET FORTH.
3. THE WIND SPEED DESIGN IS 130 MPH - IBC 2018 R501.2.1.4.
4. PROVIDE WATER TIGHT ROOF SYSTEMS.
5. PROVIDE "STRAP ON" NAIL BED ANCHORS AT 24" ON CENTER IN EACH DIRECTION AT THE BOTTOM OF EXTERIOR WALL PLATES ON TYPICAL.
6. PROVIDE ANCHORS AT 24" ON CENTER ON ENTIRE HOUSE.
7. PROVIDE BRACING FOR ALL ROOF PURLINS.
8. PROVIDE "STRAP ON" OR "BUSH" ON TOP PLATES AS REQUIRED AND BRACE APPLICABLE.
9. PROVIDE "STRAP ON" STEELS AT STUD TO PLATE WHERE APPLICABLE.
10. PROVIDE "STRAP ON" STEELS AT STUD TO PLATE WHERE APPLICABLE.
11. ALL ROOF SHEATHING SHALL BE ANCHORED TO THE FRAMING WITH ALL SHEATHING NAILS.
12. USE 1/2" BRASS NAILS PER ROOF SHEATHING.
13. GABLE END CONSTRUCTION SHALL BE SECURED TO THE WALL.
14. GABLE END CONSTRUCTION SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
15. ALL ROOF OVERHANGS SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
16. ALL ROOF OVERHANGS SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
17. ALL ROOF OVERHANGS SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
18. ALL ROOF OVERHANGS SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
19. ALL ROOF OVERHANGS SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
20. ALL ROOF OVERHANGS SHALL BE SECURED TO THE WALL WITH 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.

## GENERAL NOTES

1. CONTRACTOR SHALL EXAMINE ALL DRAWINGS, DETAILS AND SPECIFICATIONS AND CALL TO THE DESIGNER IMMEDIATELY IN WRITING ANY ERRORS, OMISSIONS AND CONFLICTS PRIOR TO PERFORMING ANY WORK.
2. ALL ROOF LAYERS SHALL BE NUMBERED 2 GRADE MARKED, REA DIBED, SUFFICIENT YELLOW PINE OR BETTER.
3. ALL ROOF SHEATHING SHALL BE VERIFIED WITH WINDOW AND DOOR MEASUREMENTS TO ENSURE PROPER FIT AND GAPS.
4. USE 1/2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
5. USE 1/2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
6. USE TRIPLE STUDS UNDER ALL BEAM ENDS.
7. USE 1/2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
8. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
9. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
10. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
11. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
12. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
13. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
14. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
15. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
16. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
17. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
18. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
19. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.
20. PROVIDE 2" DIA. ANCHORS AT 24" ON CENTER IN EACH DIRECTION.

## IRC 2015 REQUIRED BUILDING CODES

1. THE BOTTOM OF ENCLOSED AREA FLOOD VENTS SHALL BE 12" OR LESS ABOVE ADJACENT GRADE AS REQUIRED BY SECTION 502.2.
2. FLOODING AREAS BELOW DESIGN FLOOD ELEVATION SHALL MEET THE REQUIREMENTS OF SECTION 502 FOR USE AS FLOOD OPENINGS (GARAGES).
3. BUILDING MATERIALS USED BELOW DESIGN FLOOD ELEVATION SHALL COMPLY WITH SECTION 502.2.
4. CEILING OF GARAGE SHALL BE CONSTRUCTED WITH 5/8" TYPE "X" GYPSUM BOARD IN COMPLIANCE WITH SECTION 502.2.
5. BEDROOM WINDOWS SHALL HAVE A MINIMUM OPENING OF 5.7 SQ. FT. PER SECTION 509.
6. PROVIDE CHEMICAL RESISTANT FLOORING FOR STAIRS IN ACCORDANCE WITH SECTION 510.
7. CARBON MONOXIDE DETECTORS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 515.
8. SMOKE DETECTORS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 515.
9. WINDOWING CLEARANCE PROTECTION FOR WINDOWS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 501 WHEN REQUIRED BY LOCAL CODE.

## STAIR NOTES:

1. TREADS SHALL BE 10" MINIMUM.
2. RISERS SHALL BE 3 1/2" MAXIMUM.
3. LANDINGS SHALL HAVE A MIN. CLEARANCE OF 36" MEASURED IN THE DIRECTION OF TRAVEL.
4. HANDRAIL HEIGHT SHALL BE 34" TO 38".
5. HANDRAILS SHALL HAVE A SPACE OF 1 1/2" BETWEEN THE RAIL AND THE WALL.
6. HANDRAILS SHALL HAVE A DIAMETER OF 1 1/2".
7. GUARDRAIL POST ON STAIRS, PORCHES, OR BALCONIES SHALL BE SPACED AT 4" O.C.
8. GUARDRAILS SHALL BE 42" HIGH.

## SLAB ANCHOR BOLTS

ANCHOR BOLTS SHALL BE 3/8" X 18" EASY SETS WITH A 2" HOOK, PROVIDE EACH WITH A NUT AND A 3" SQUARE STEEL WASHER. BOLTS TO BE SPACED AT 32" ON CENTER MAXIMUM.



PROJECT INFORMATION:  
A NEW RENOVATION FOR:  
THE PERITO FAMILY

PROJECT LOCATION:  
WAVELAND, MS

These drawings are design intent only. Although we are not liable to ensure that these plans were produced to meet or exceed all governing building codes, we do warrant that the plans were prepared to meet or exceed all applicable building codes, and that our responsibility is limited to the design of the building and its components. Our work is subject to the building codes, all applicable laws and regulations, and all applicable codes and standards.

DRAWING DESCRIPTION:  
SITE PLAN AND NOTES

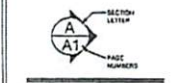
SUBMITTAL NO.:  
A-1

SCALE: AS NOTED

DRAWN BY: REV2  
DATE: 03-22-2022

JOB NO.:

REVISIONS



ADDITIONAL NOTES:  
ALL CONTRACTORS ARE TO COMPLY WITH THE LOCAL BUILDING CODES AND ALL COUNTY BUILDING CODES.

Application for Variance Cover Letter (revised):

Kathryn H. Perito  
Parcel # 161B-2-01-084.000  
110 Whispering Pines Drive  
Waveland, MS 39576

I am requesting a set back variance on the NE property line of the above referenced property. Based on the attached survey by Machado/Patano dated 4/30/21 and the attached "A New Renovation for the Perito Family" by Robert E. Wedge dated 3/22/22, the corner of the covered deck at the NE property line will be approximately 15 feet from the NE property line.

Thank you



Kathryn H. Perito



11. JUDE & CELESTE FOTO, OWNERS OF THE PROPERTY COMMONLY KNOWN AS 127 MARKET ST, ARE REQUESTING A VARIANCE OF TEN (10) FEET FROM THE REAR-YARD SETBACK REQUIREMENT, RESULTING IN A FIFTEEN (15) FOOT REAR YARD IN ORDER TO CONSTRUCT A NEW SINGLE FAMILY RESIDENCE.

Mrs. Celeste Foto notified the Zoning office that she and her husband would be out of town and could not attend the meeting but would be back for the Board of Mayor and Aldermen Meeting. Chairman Jim Meggett asked if there was anyone present to comment on the case. No one came forward to comment. Chairman Meggett called for a motion to approve the variance. Commissioner Frater moved, seconded by Commissioner Watson to approve the variance as written.

After a unanimous vote by all commissioners present in favor of the motion, Chairman Jim Meggett declared the motion passed.

Chairman Jim Meggett asked for a motion to switch items 9 & 10 on the Agenda in order for Public Comments to go before Comments from the Chair, Commissioners, and Staff.

Commissioner Mike Adams moved, seconded by Commissioner Charlotte Watson and Chairman Jim Meggett declared the motion passed.

# **Item #7**

**Jude & Celeste Foto**

**127 Market St**

**Variance Requests**

**Rear-Yard Setback Variance**

City of Waveland  
Application for Variance

Section 904. Applying for a Variance

Applying for a Variance: To apply for a variance from the terms of the Zoning Ordinance, the applicant must submit the following:

1. Letter stating what is being requested and what type of development is proposed.
2. Two (2) copies of plot plan detailing existing structure, proposed development and encroachment, dimensions of property, location of all streets bordering property, and the names and mailing addresses of all property owners adjacent to side of property affected.
3. A fee of Seventy-five (\$75.00) Dollars, payable in advance to help defray the expense of advertising and processing.

Typically the Planning and Zoning Commission meets on the last Monday of the month. Please call the Building and Zoning Office for submittal deadlines and the dates of the Meetings. You can also go to the City of Waveland website at: <http://waveland.ms.gov/administration/planning-and-zoning/>. Please remember that the Planning and Zoning Commission is a recommending body. The case will go to the Board of Alderman at their next regularly scheduled meeting for final action on the variance request.

Date of Application: 4-4-22  
Name of Applicant: Jude + Celeste Foto Phone#: [REDACTED]  
Applicant Signature: Jude Foto Celeste Foto Date: 4-4-22  
Property (Physical Address(s) or Parcel #(s)) 127 Market Street Waveland, MS 39576  
Current Zoning of Property: Residential  
Proposed Variance: 10 feet in the back (rear)

Please review the items below regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter).

Section 906. Power and Duties of the Planning and Zoning Commission

The Planning and Zoning Commission shall have the following powers and duties:

906.1 To recommend in special cases such variances from the terms of this Zoning Ordinance as will not be contrary to public interest where, owing to the special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship. A variance from the terms of this Zoning Ordinance shall not be recommended by the Planning and Zoning Commission unless and until:

- A. A written application for a variance is submitted demonstrating:
1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same district.
  2. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Zoning Ordinance.
  3. That special conditions and circumstances do not result from the actions of the applicant.
  4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Ordinance to other lands, structures, or buildings in the same district.
- B. A public hearing shall be held after giving at least fifteen (15) days notice of the hearings in an official newspaper specifying the time and place for said hearing.



**City of Waveland**  
**Application for Variance**  
(Page 2 of 2)

- c. The Planning and Zoning Commission may find in specific cases such variances from the terms of this Zoning Ordinance may not be contrary to the public interest where, owing to special conditions, literal enforcement of the provisions of this Zoning Ordinance will, in an individual case, result in unnecessary hardship, so that the spirit of this Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variances may be recommended in such case of unnecessary hardship upon a finding by the Planning and Zoning Commission that all of the following conditions exist:
1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
  2. A literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.
  3. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.
  4. The requested variance will be in harmony with the purpose and intent of this Zoning Ordinance and will not be injurious to the neighborhood or to the general welfare.
  5. The special circumstances are not the result of the actions of the applicant.
  6. The existence of a non-conforming use of neighboring land, buildings or structures in the same district, or non-conforming uses in other districts shall not constitute a reason for the requested variance.
  7. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.
  8. The variance is not a request to permit a use of land, building or structures which are not permitted by right or by conditional use in the district involved.
  9. Notice of public hearing shall be given as in section 906.1.B.

**The Fee for a Variance Application is \$75.00 and is non-refundable regardless of approval or denial.**

**If you have any questions regarding submitting your application please contact:**

David Draz  
Building Office Manager and Zoning Official  
(228) 466-2549  
[ddraz@waveland-ms.gov](mailto:ddraz@waveland-ms.gov)

April 5, 2022

Planning & Zoning  
City Of Waveland  
301 Coleman Avenue  
Waveland, MS 39576

RE: Request for Variance - 127 Market Street

To Whom it May Concern

My wife and I recently purchased a lot located at 127 Market Street and are planning on construction a new home. After reviewing several possible plans (all of which would have required variances), we have decided on a new home plan that is 50 feet deep. Because the proposed home would be 50 feet deep and the lot is only 85 feet deep, we are respectfully asking for 10 feet variance on the back of the property. The variances are needed for the back porch on the dwelling (see attached plot plan sketch). The lot is currently cleared and there are no structures on the lot.

This is one of the only house plans that would work on such a narrow lot and allow for the square footage under roof of the home we are looking to build.

Listed below are the names and current residing addresses of the owners that own the lots adjacent to our property.

129 Market Street, Waveland, MS

[REDACTED]

[REDACTED] 125 Market St. Waveland, MS  
[REDACTED]

Attached please find Variance Application, copies of plot plan sketch and a check made payable to the City of Waveland in the amount of \$75.00 for the variance application fee.

Respectfully,

Jude and Celeste Foto (504-452-9513)

*Jude & Celeste Foto*

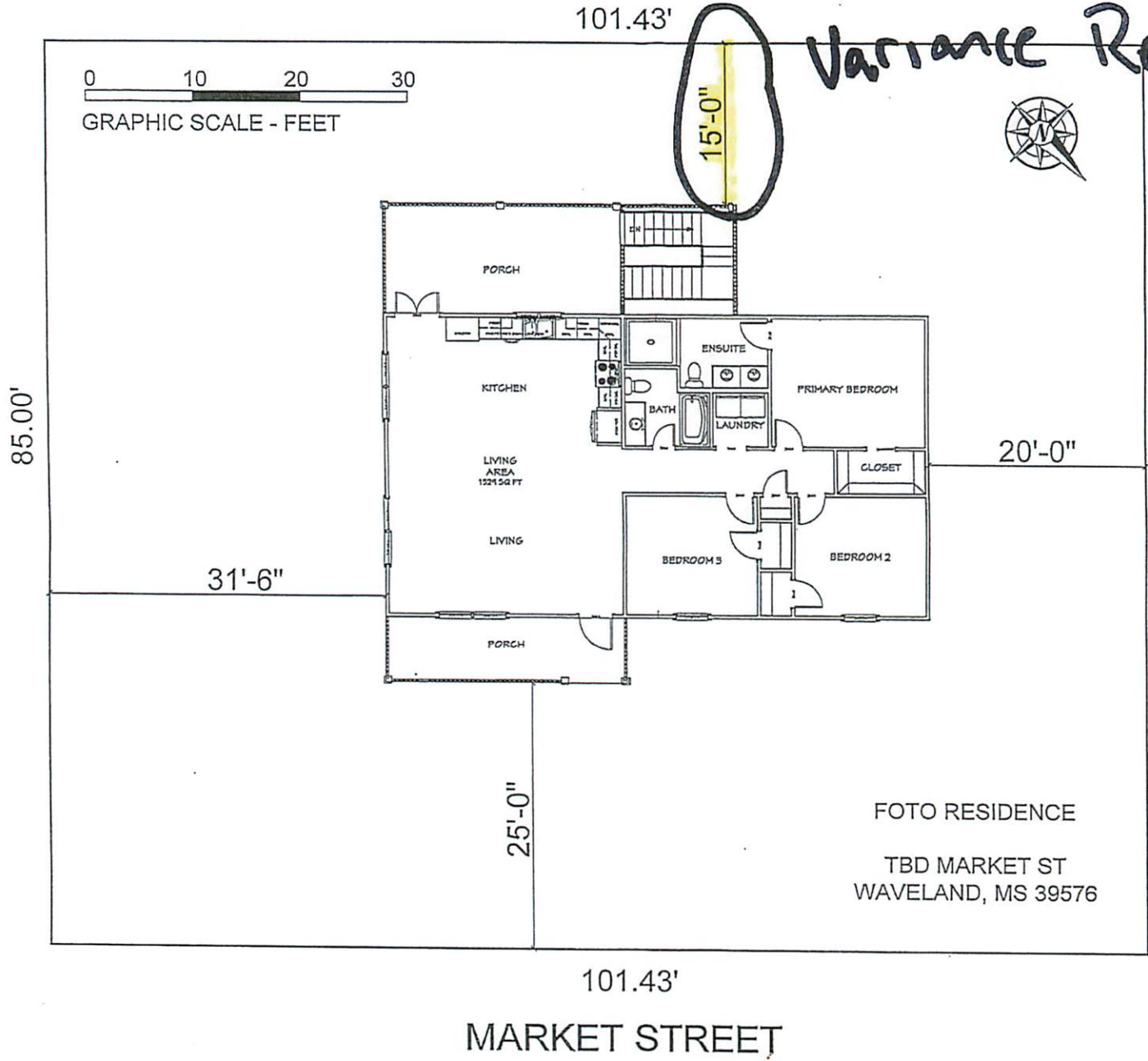
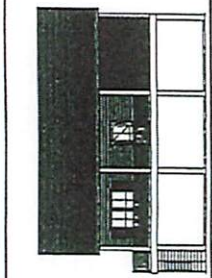


FOTO RESIDENCE  
TBD MARKET ST  
WAVELAND, MS 39576

PROJECT:  
FOTO RESIDENCE

DATE: 2-23-23

1 OF 1

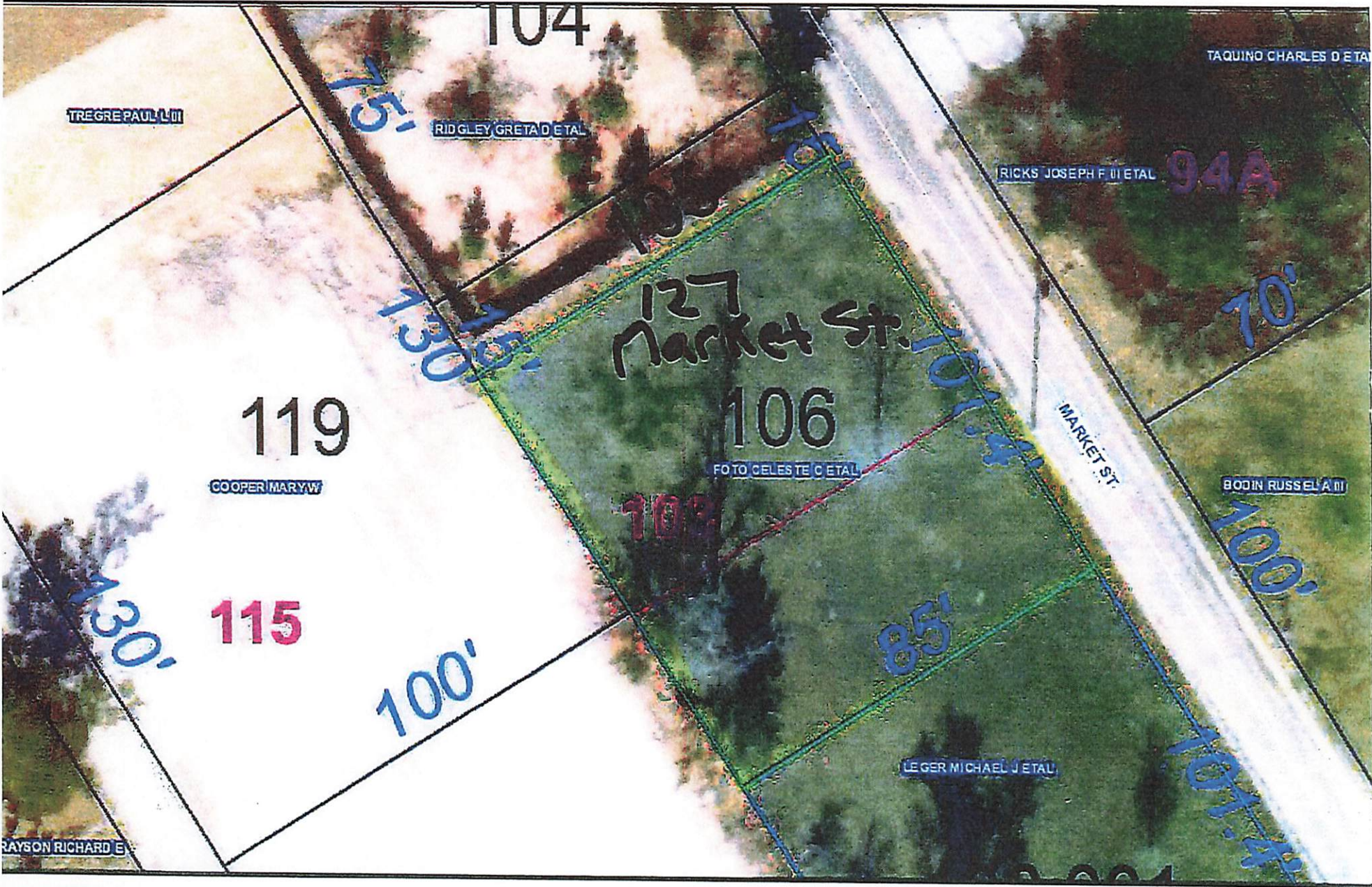


NOTE: EVERY EFFORT HAS BEEN MADE TO MAINTAIN A QUALITY DESIGN. HOWEVER, THE DRAFTER SHALL NOT BE RESPONSIBLE FOR RESULTS OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND STRUCTURAL SPECIFICATIONS PRIOR TO CONSTRUCTION.

NOTE: THIS PLAN IS THE COPYRIGHT OF D LEE DESIGNS AND MAY NOT BE COPIED OR REPRODUCED IN ANY MANNER IF THIS STATEMENT IS NOT RED, THIS IS AN ILLEGAL COPY

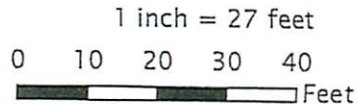
Date	Revisions/Notes	By

Geoportai map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

May 18, 2022



**CONSENT AGENDA**

13. Motion to approve the following Consent Agenda being listed Items a-l.

- a. Approve the Utility refund claims in the amount of \$5,375.00 submitted.

CITY OF WAVELAND  
 REFUND CHECK REGISTER

FUND: 400-000-002      DATE: 06/20/2022      PAGE: 1

NUMBER	NAME	NUMBER	AMOUNT
23520001	CORONA, PABLO	6499	182.37
30990051	LAWRENCE, MICHAEL	6500	70.04
41880005	SPILLER, LYNN ANN	6501	110.02
63140004	BENZING, TRACY	6502	35.02
90250001	MURPHY, SPRING	6503	80.02
90470001	CONTE CONSTRUCTION LLC	6504	93.60
90590001	WALGREEN'S #17095	6505	493.60
90600001	WALGREEN'S #17095	6506	248.60
93470002	JOHNSON, DARIN A.	6507	15.02
102540007	MORAN, KYLE	6508	115.02
103050001	ALEXANDER, GEORGE	6509	70.04
105320001	WILLEY, HERBERT	6510	120.02
107100002	RAMSEY, BRENDA & WICKER,	6511	55.02
115210003	WARDEN, BRITTANY	6512	60.04
117210004	MAYFIELD, MARGARET	6513	210.22
125130005	ZUPPARDO, ROY	6514	493.60
125470007	SANDERS, NATOYA	6515	20.04
126050000	A&E ELECTRICAL SERVICE IN	6516	86.89
131100001	LYTLE, DUSTIN	6517	67.75
132350001	BARNETT, ATHENA & JESSE	6518	28.00
132500000	HOBBS, DIANA E.	6519	25.50
132800001	PALMER, STEPHEN	6520	1.00
1	CITY OF WAVELAND	6521	2,693.57
TOTAL			5,375.00

GENERAL LEDGER DISTRIBUTION:

BATCH: 9427

ACCT NUMBER	DESCRIPTION	AMOUNT
400-000-002	UTILITIES-SECONDARY BANK	5,375.00-
400-000-102	DEPOSITS PAYABLE	125.00
400-000-102	DEPOSITS PAYABLE	2,880.00
400-000-102	DEPOSITS PAYABLE	2,370.00
TOTAL DIST >>		.00

- b. Approve the minutes of the Regular Meeting of June 7, 2022, as submitted.

**Minutes**  
**Regular Meeting of June 7, 2022**  
**Page No. \_\_\_\_\_**

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 June 7, 2022 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), Lafontaine and Piazza along with City Clerk Tammy Fayard and City Attorney Malcom Jones

**MAYOR'S COMMENTS /PRESENTATIONS**

**Re: Presentation of a plaque to Lowes Home Improvement Store for their Community support**

**POLICE DEPARTMENT/AMEND AGENDA**

**Re: Police Lieutenant Chad Dorn was present to discuss the need for Body Cameras and the potential for the Grant for the same.**

**Re: Amend the agenda to approve the purchase of 16 chest cameras for the Police Department**

Alderman Lafontaine moved, seconded by Alderman Piazza to amend the agenda for the purchase of the 16 Camera system from Wolf Com in the amount of \$39,386.00 to be paid for out of the reserve fund.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**Re: Purchase of 16 Camera System from Wolf Com for the Police Department**

Alderman Lafontaine moved, seconded by Alderman Burke the purchase of the 16 Camera system from Wolf Com in the amount of \$39,386.00. **(EXHIBIT A)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**GRANTS/POLICE DEPARTMENT**

**Re: Pursue a Grant for reimbursement of funds for the Chest Cameras**

Alderman Lafontaine moved, seconded by Alderman Piazza to pursue the Grant as described by Comptroller Kim Boushie for reimbursement of the Camera System.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None



**PLANNING AND ZONING**

**Re: City Attorney discussed some issues surrounding the illness of Mr. Draz and the inability to verify the mailing of public notices for the following cases:**

- Michael Prendergast 131 Dogwood Drive
- James Thornton 801 Carroll Avenue
- Chris Genin
- Carrie Pelligren
- Katharyn and Michael Perrito
- Jude and Celest Foto

**AMEND AGENDA/PLANNING AND ZONING**

**Re: Amend Agenda to take up consideration of Planning and Zoning items**

Alderman Piazza moved, seconded by Alderman Burke to amend the agenda to take up the consideration of the recommendation (Planning and Zoning) at this part of the meeting.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**PLANNING AND ZONING**

**Re: Remand all cases listed on the original agenda to Planning and Zoning**

Alderman Piazza moved, seconded by Alderman Burke to follow the recommendation of the City Attorney that the Board of Aldermen send all of the cases mentioned below to the Planning and Zoning Commission for consideration:

- Michael Prendergast 131 Dogwood Drive
- James Thornton 801 Carroll Avenue
- Chris Genin
- Carrie Pelligren
- Katharyn and Michael Perrito
- Jude and Celest Foto

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**MEETINGS/AMEND AGENDA**

**Re: Amend Agenda to include various items**

Alderman Lafontaine moved, seconded by Alderman Piazza to amend the agenda to approve the following items being listed 1-7:

1. Appoint Mrs. Kim Boushie as the City's Representative on the Utility Authority Board. Mrs. Boushie will replace Mayor Smith.
2. Appoint Ms. Kyleigh Seale as a Deputy Registrar of Voters.
3. Name Miss Semaj Henry as the City's Representative for the Annual Deep Sea Fishing Rodeo.
4. Approve a payment in the amount of \$165,595.23 to FEMA. Comptroller will be present to explain.
5. Amend Resignation of Officer Laura Yager effective June 10, 2022.

**Minutes**  
**Regular Meeting of June 7, 2022**  
**Page No. \_\_\_\_\_**

6. Amend Resignation of Officer Natalia Exposito, effective May 25, 2022.
7. Approve Invoice from Mr. Leo Hawkins in the amount of \$1,895.00 – Tennis Court Repair at the Elwood Bourgeois Park.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**AGENDA**

Alderman Lafontaine moved, seconded by Alderman Piazza, to approve the following items being listed 1-7:

**APPOINTMENTS/UTILITY AUTHORITY BOARD/HANCOCK COUNTY UTILITY AUTHORITY**

**Re: Appoint Kim Boushie as City's Representative on the Utility Authority Board**

1. Appoint Mrs. Kim Boushie as the City's Representative on the Utility Authority Board. Mrs. Boushie will replace Mayor Smith.

**ELECTIONS/REGISTRAR OF VOTERS/VOTERS-REGISTRAR/CITY HALL**

**Re: Appoint Ms. Kyleigh Seal as Deputy Registrar of Voters**

2. Appoint Ms. Kyleigh Seale as a Deputy Registrar of Voters.

**DEEP SEA FISHING RODEO**

**Re: Name Miss Semaj Henry as City's Representative for Deep Sea Fishing Rodeo**

3. Name Miss Semaj Henry as the City's Representative for the Annual Deep Sea Fishing Rodeo.

**COMPTROLLER/FEMA**

**Re: Payment in the amount of \$165,595.23 to FEMA**

4. Approve a payment in the amount of \$165,595.23 to FEMA. Comptroller will be present to explain. **(EXHIBIT B)**

**POLICE DEPARTMENT/PERSONNEL**

**Re: Resignation of Officer Laura Yeager**

5. Amend Resignation of Officer Laura Yeager effective June 10, 2022.

**POLICE DEPARTMENT/PERSONNEL**

**Re: Resignation of Officer Natalia Exposito**

6. Amend Resignation of Officer Natalia Exposito, effective May 25, 2022.

**INVOICES/PARKS AND RECREATIONS**

**Re: Invoice from Mr. Leo Hawkins for Elwood Bourgeois Park**

7. Approve Invoice from Mr. Leo Hawkins in the amount of \$1,895.00 – Tennis Court Repair at the Elwood Bourgeois Park. **(EXHIBIT C)**

**Minutes**  
**Regular Meeting of June 7, 2022**  
**Page No. \_\_\_\_\_**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

**ALDERMEN'S COMMENTS**

**Re: Alderman Burke- No Comments**

**Re: Alderman Richardson**

- **Apologized for not being present due to attending his daughter's last High School Softball Game.**
- **Inquired about there being a dumpster at the Lighthouse.**

**MAYOR'S COMMENTS**

**Re: Mayor Smith discussed the Pier Repair being held up due to Environmental Opinion regarding a new Marine species. Members of the audience proposed a community work day that would repair the existing pavilions.**

**ALDERMEN'S COMMENTS**

**Re: Alderman Lafontaine**

- **Asked about the status of the Air Conditioning in the Board Room.**
- **Inquired about the Electronic Meter Reading.**
- **Asked about the dirt that is being removed from ditches. Alderman Lafontaine asked if the dirt can be accessible to everyone.**

**Re: Alderman Piazza**

- **Asked if gas lines could be installed on west side of Beach Blvd.**

**PUBLIC COMMENTS**

**Re: Ms. Kathleen Johnson**

**Ms. Brenda McComb**

**Ms. Prima Luke**

**Mr. Bob Martin**

**Mrs. Rhonda Aime-Gamble**

**Mr. Chad Whitney**

**BLIGHTED PROPERTY**

**Re: Sleep King Building, 209 Highway 90, Haydel Investments LLC**

During discussion Blighted Property Clerk Hannah McCraney noted that no permit had been pulled, but progress had been made with the cutting of grass. City Attorney Jones provided an update on his conversation with the property owner. Mr. Jones said the Owner is waiting for the sale of another property that will allow for the repair of the building in question.

**Re: 0 George Lane**

Ms. McCraney said that she spoke with the property owner who cleaned the property as requested. Mr. Jones asked Ms. McCraney if she felt the property was in compliance, Ms. McCraney agreed said yes.

**KEEP WAVELAND BEAUTIFUL**

Mr. Bryan Therolf with Keep Waveland Beautiful was present to discuss the following issues.

- a. Least Tern Nesting Area North Beach
- b. Business Incubation Building – Exterior Renovation
- c. Gex Park – Site plan, porticos,

~~Michael Prendergast, owner of the property commonly known as 131 Dogwood Dr, made an application to the commission requesting a variance to the fence requirement that a privacy~~

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**Regular Meeting of June 7, 2022**  
Page No. \_\_\_\_\_

fence must be sloped down to three (3) feet. The request is to continue the six-foot privacy fence down to five (5) feet starting from the twenty-five (25) foot front setback line and continue to the front property line.

Mr. Prendergast was not able to attend the meeting as he was out of town. Chairman Jim Meggett asked if there was anyone present to comment on the case. No one came forward to comment. Chairman Meggett made a comment that he is the adjacent neighbor to the requested fence and he has no problem with it. Chairman Meggett asked for a motion to approve the variance request. Commissioner Harris moved, seconded by Commissioner Watson to approve the variance as written.

After a unanimous vote by all commissioners present in favor of the motion, Chairman Jim Meggett declared the motion passed.

**James Thornton, owner of the property commonly known as 801 Carroll St,** came before the Commission to request a conditional use for an accessory structure over 500 square feet. The request is to increase the size of his garage of 480 square feet. He is requesting to add 1,000 square feet for a total building size of 1,480 square feet. No setback variance needed.

The applicant gave a brief summary of his plans for the accessory structure and it was revealed that the additional accessory structure height was going to be higher than what the zoning ordinance allows. Attorney Malcom Jones suggested that the commissioner vote on the size only since the height was not in the application. If the applicant wishes to increase the height of the accessory structure addition, then he will have to make a new application for that variance request. Chairman Jim Meggett called for a motion to approve the conditional use of an accessory structure over 500 square feet. Commissioner Frater moved, seconded by Commissioner Watson to approve the conditional use of an accessory structure over 500 square feet as written.

After a unanimous vote by all commissioners present, Chairman Jim Meggett declared the motion passed.

**Chris Genin, owner of the property commonly known as 239 Pine Ridge Dr,** came before the commission to request a rear-yard setback variance for an accessory structure of twenty-one (21) feet, resulting in a setback of four (4) feet. The applicant is also requesting a side-yard variance of ten feet, five inches (10' 5"), resulting in a side-yard setback of 4 feet, seven inches (4' 7").

The applicant stated that the variance is being requested because of an old shed being damaged from Zeta and was torn down to be replaced. He stated that a section of the slab foundation for the accessory structure is pre-existing. The applicant added six feet (6') to the front of the slab, increasing the length towards the front property line, in order for a larger accessory structure to be put in the same place as the previous accessory structure. After a brief discussion between the commissioners and the applicant, Chairman Jim Meggett called for any public comments on the case. Mr. Donald Thomas, owner of the property at 324 Sandy St., behind the applicant's property, came before the commissioner in opposition to the variance request at 239 Pine Ridge Dr. Mr. Thomas gave a lengthy presentation on why he believes the variance request should not be approved and supplied presentation packets to all of the Commissioners present as well as City Attorney Malcom Jones and Building & Zoning Clerk, Jeanne Conrad.

After all clarifications and discussions between the commissioners, the applicant, Mr. Jones, and Mr. Thomas, Chairman Jim Meggett called for a motion to approve the variances as written. No motion was made.

Commissioner Bryan Frater made a recommendation to approve variances of five feet (5') from the rear and side property lines with the extended slab based on the most current survey provided by Duke Levy and Associates. Commissioner Watson seconded the motion with Commissioner Frater's recommendation.

After a unanimous vote to approve the recommendation by Commissioner Frater, Chairman Meggett declared the motion passed.

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~~Michael McDonald, owner of the property commonly known as 802 Waveland Ave, made an application for a conditional use for the construct of an accessory structure of less than 500 square feet. The purpose of the conditional use is because there is no house on the property. Building Codes, Subdivision Ord. and Zoning Ord. do not permit an accessory structure to be placed on a residential property until building plans are approved and the foundation for the residence is in place and approved by inspection.~~

~~The applicant notified Commissioner Watson that he would not be able to attend the meeting as he was under the impression his case would be on the June 13<sup>th</sup> meeting and not this one. The Commissioners agreed at the suggestion of Attorney Maleom Jones to continue this case on the June 13<sup>th</sup> Meeting and to send out new notices with the new date. Chairman Jim Meggett called for a motion to continue this case to the June 13<sup>th</sup> meeting. Commissioner Frate moved, seconded by Commissioner Harris to continue to the case as suggested.~~

~~After a unanimous vote by all commissioners present, Chairman Meggett declared the motion passed.~~

~~Kerri Pelligren, leasing the property commonly known as 305 N Beach Blvd, with the permission of the property owner, Larry Tomlinson, came before the board with a conditional use request for the development of a "Wedding Venue" on the property. This is a commercial business activity and requires a conditional use under Section 601.2(H) "Uses not anticipated in this ordinance which is otherwise consistent with the goals for and requirements of the district."~~

~~The applicant gave a brief summary of her plans for a "tented wedding venue" on the property. She stated that she has a plan of multiple phases which include the possible construction of cottages to be used during wedding venues and the anticipated construction of her and her husband's permanent residence on the property. The conditional use request is only for the right to use the property for this type of business since it is not cited in the current zoning ordinance. City Attorney Maleom Jones said that when the applicant is ready to begin her phases of constructing structures to be used for the business venture, she will have to submit a business plan with structure layout and parking. After a discussion between the commissioners, the applicant, and Attorney Malcolm Jones, Chairman Jim Meggett called for anyone who wanted to comment on the case. No one came forward to comment. Attorney Malcolm Jones made a suggestion to approve the conditional use request with the conditions that the events be over no later than 11:00pm and that they maintain 2 entrances, one on N. Beach Blvd and the other on Central Ave. in order to help traffic move more efficiently. Chairman Meggett called for a vote on the conditional use request as recommended by Attorney Maleom Jones. Commissioner Watson moved, seconded by Commissioner Frater to approve the use of a "Wedding Venue" only.~~

~~After a unanimous vote by all commissioners present, Chairman Meggett declared the motion passed.~~

~~Kathryn and Michael Perito, owners of the property commonly known as 110 Whispering Pines Dr., came before the commission to request a rear yard variance of ten feet (10') resulting in a rear yard setback of fifteen feet (15'). The purpose is to make additions to their residence in order to add 2 rooms and a covered deck at the rear of the house.~~

~~After a brief discussion between the commissioners and the applicant, Chairman Jim Meggett called for any public comments on the case. No one came forward to comment. Chairman Meggett called for a motion to approve the variance of ten feet (10') on the rear yard setback. Commissioner Frater moved, seconded by Commissioner Harris to approve the rear yard variance.~~

~~After a unanimous vote by all commissioners present, Chairman Meggett declared the motion passed.~~

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~~Jude and Celeste Foto, owners of the property commonly known as 127 Market St., came before the commission to request a variance of ten feet (10') from the rear yard setback resulting in a fifteen foot (15') setback from the rear property line.~~

~~The owners were not present for the meeting. Chairman Jim Meggett called for any questions or any public comments on the case. No one had any questions or any comments from the public. Chairman Meggett called for a vote to approve the variance request of ten feet (10') from the rear setback requirement resulting in a fifteen foot (15') rear yard setback. Commissioner Watson moved, seconded by Commissioner Frater to approve the variance as written.~~

~~After a unanimous vote by all Commissioners present, Chairman Meggett declared the motion passed.~~

**CONSENT AGENDA**

**Re: Approve the Consent Agenda being listed items a-l**

Alderman Lafontaine moved, seconded by Alderman Richardson to approve the following Consent Agenda being listed Items b-l with Items c, f, j, and k removed.

- ~~a. Approve Ordinance 380 adopting the newly Redistricted lines.~~

**UTILITY REFUNDS/UTILITY DEPARTMENT**

**Re: Utility Refunds**

- b. Approve the Utility refund claims in the amount of \$3,440.00as submitted.  
**(EXHIBIT D)**
- ~~c. Approve the minutes of the Regular Meeting of May 3, 2022, as submitted.~~

**MINUTES**

**Re: Minutes of the Special Meeting of May 25, 2022**

- d. Approve the minutes of the Special Meeting of May 25, 2022, as submitted.

**BUILDING DEPARTMENT/STORM WATER**

**Re: Name Building Official Josh Hayes as Storm Water Manager**

- e. Consider naming Building Official Josh Hayes as Storm Water Manager.
- ~~f. Consider amending the Holiday Schedule to reflect the Juneteenth Holiday as Monday June 20, 2022, the original schedule noted Friday June 17, 2022.~~

**TIDELANDS**

**Re: Authorize Comptroller Kim Boushie as act as Tidelands Coordinator**

- g. Approve authorizing Comptroller Kim Boushie to act as Tidelands Coordinator.

**PURCHASING/CITY HALL**

**Re: Authorize Comptroller Kim Boushie to sin Purchase Requests**

- h. Authorize Comptroller Kim Boushie to sign Purchase Requests.

**POLICE DEPARTMENT/CHECKING ACCOUNT/COMMUNITY OUTREACH**

**Re: Authorize Police Department to open a checking account for Community Outreach Funds**

- i. Authorize the Waveland Police Department to open a checking account for the deposit of all Community Outreach Funds and approve Police Chief Mike Prendergast and Assistant Police Chief Phillip Pavolini as signatories on the same.

**ELECTIONS/ORDERS**

**Re: Adopt an Order setting the General Election and Primary Election**

~~j. Consider adopting Order setting general election and primary election dates for 2022 and commencing time period for candidates to qualify for office with a qualifying deadline of August 5, 2022.~~

~~k. Alderman Piazza moved, seconded by Alderman Burke Consider adopting ordinance amending Ordinance No. 373, Section III(B) increasing the rate for residential and commercial garbage services from \$9.98 to \$16.50 effective July 1, 2022.~~

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**INVOICES/DRAINAGE**

**Re: Invoice from Chiniche Engineering & Surveying**

1. Approve Invoice # 22-0023 from Chiniche Engineering & Surveying in the amount of \$3,115.00 – Drainage Data Gathering Engineering Services. **(EXHIBIT E)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**END CONSENT AGENDA**

**MINUTES**

**Re: Minutes of May 3, 2022 TABLED**

c) Alderman Lafontaine moved, seconded by Alderman to move to Table approval of the May 3, 2022 minutes.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**HOLIDAY SCHEDULE**

**Re: TABLE approval consideration of making Juneteenth a Holiday**

f) Alderman Burke moved, seconded by Alderman Piazza TABLE Considering amending the Holiday Schedule to reflect the Juneteenth Holiday as Monday June 20, 2022, the original schedule noted Friday June 17, 2022.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**ELECTION 2022/ORDERS**

**Re: Adopt an Order setting the 2022 Waveland Municipal Election dates**

- j) Alderman Burke moved, seconded by Alderman Lafontaine to consider adopting Order setting general election and primary election dates for 2022 and commencing time period for candidates to qualify for office with a qualifying deadline of August 5, 2022, as revised. **(EXHIBIT F)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**ORDINANCES/GARBAGE RATES**

**Re: Adopt Ordinance in increasing garbage rates**

- k. Alderman Piazza moved, seconded by Alderman Burke to approve adopting ordinance amending Ordinance No. 373, Section III(B) increasing the rate for residential and commercial garbage services from \$9.98 to \$16.50 effective July 1, 2022. **(EXHIBIT G)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Lafontaine

Voting Nay: None

Absent: Piazza

**DOCKET OF CLAIMS**

**Re: Claims**

Alderman Lafontaine moved, seconded by Alderman Burke to approve the Docket of Claims paid and unpaid in the amount of \$858,266.97 dated June 7, 2022, as submitted. **(EXHIBIT H)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**CLOSE-OUT DOCUMENTS/WAVELAND AVENUE SIDEWALK PROJECT**

**Re: Approve the Closeout Documents for the Waveland Avenue Sidewalk Project**

Alderman Richardson moved, seconded by Alderman Burke to approve the following Close-Out Documents for the Waveland Avenue Sidewalk Project and authorize the mayor's signature thereon:

- a. Final Construction Estimate LPA-001 and LPA-002 (4 with original signature) **(EXHIBIT I)**
- b. Statement of liquidated Damages Form LPA-724 **(EXHIBIT J)**



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- c. MDOT Maintenance Release Letter to LPA(**EXHIBIT K**)
- d. LPA Maintenance Release Letter to Contractor. (**EXHIBIT L**)
- e. Consent of Surety to Final Payment(**EXHIBIT M**)
- f. Consent of Contractor to Final Payment. (**EXHIBIT N**)
- g. Project Engineering/Architect's Affidavit. (**EXHIBIT O**)
- h. State of Materials & Tests. (**EXHIBIT P**)
- i. OCR-482-LPA Form with Quantity Report. (**EXHIBIT Q**)
- j. Project Engineer/Architects Project Diary. (**EXHIBIT R**)
- k. Copy of All Supplemental Agreements and Quantity Adjustments. (**EXHIBIT S**)
- l. Final Construction Engineering Estimate. (**EXHIBIT T**)

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**WAVELAND AVENUE SIDEWALK PROJECT/**

**Re: Reconsider approval of close-out documents for the Waveland Avenue Sidewalk project**

Alderman Piazza moved, seconded by Alderman Richardson to reconsider approval of the Closeout Documents related to the Waveland Avenue Sidewalk Project.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**Re: Approve request to approve Waveland Avenue Closeout Documents subject to Punchlist**

Alderman Lafontaine moved, seconded by Alderman Burke to approve Closeout documents being items a-l, subject to the Punchlist.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**AGREEMENTS/SOUTH MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT (SMPDD)/PERSONNEL**

**Re: Agreement with SMPDD to act as Host Agency with Senior Community Service Employee Program**

Alderman Lafontaine moved, seconded by Alderman Piazza to approve an Agreement with Southern Mississippi Planning & Development District (SMPDD) to act as a Host Agency Partner in the Senior Community Service Employ Program (SCSEP). The SCSEP Program provides Job Training for older workers, authorize the Mayor's signature thereon. Subjection to the change the removal of indemnification clause on Page 3. (**EXHIBIT U**)

A vote was called for with the following results:

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Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**ATTORNEY'S COMMENTS/DEMOLITION/BIDS/BLIGHTED PROPERTY**

**Re: Opening of bids for the property at 9022 Avenue B and 1939 Sauer Street**

Alderman Lafontaine moved, seconded by Alderman Piazza to amend the agenda to take action on the bids that were received approve naming Morreale Construction as the lowest best and most responsive bidder for the demolition of 9022 Avenue B and to table and consider the

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**Re: Name Morreale Construction as best and lowest bidder for the demolition of 9022 Avenue B**

Alderman Lafontaine moved, seconded by Burke to name Morrale Construction as lowest, best and most responsive bid for the demolition of 9022 Avenue B.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**Re: Amend the Agenda to Table approval of awarding bid on 1939 Sauer Street**

Alderman Lafontaine moved, seconded by Alderman Burke to amend the agenda to TABLE awarding the bid on 1939 Sauer Street, pending review.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**Re: Table approval of awarding bid on 1939 Sauer Street**

Alderman Lafontaine moved, seconded by Alderman Piazza to TABLE awarding the bid on 1939 Sauer Street, pending review.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, Lafontaine and Piazza

Voting Nay: None

Absent: None

**EXECUTIVE SESSION**

**Re: Potential Litigation**

Alderman Lafontaine moved, seconded by Alderman Piazza City Attorney Mr. Jones recommended that the Board go into Executive Session to discuss prospective or potential litigation as it pertains the grass cutting Contract with Lombardo with the understanding that the discussion in open session would 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: Potential Litigation**

Alderman Lafontaine moved, seconded by Alderman Piazza to discuss prospective or potential litigation as it pertains the grass cutting Contract with Lombardo with the understanding that the discussion in open session would 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

**EXECUTIVE SESSION**

**Re: Exit Executive no action taken**

Alderman Lafontaine moved, seconded by Alderman Piazza 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 9:51 p.m.**

Alderman Lafontaine moved, seconded by Alderman Piazza to adjourn the meeting at 9:51 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 6<sup>th</sup> day of July, 2022.

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Tammy Fayard

City Clerk

The Minutes of the Regular Meeting of June 7, 2022 have been read and approved by me on this, the 6<sup>th</sup> day of July 2022.

\_\_\_\_\_  
Mike Smith  
Mayor

- c. Approve the minutes of the Regular Meeting of June 22, 2022, as submitted.

**Minutes**  
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The Board of Mayor and Alderman of the city of Waveland, Mississippi, met in regular session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, Mississippi on June 22, 2022 at 6:30 p.m. to take action on the following matters of City business

**ROLL CALL**

Alderman Lafontaine (Mayor Pro-temp), Alderman Burke, Alderman Richardson, Alderman Piazza, City Clerk Tammy Fayard

Absent from the meeting Mayor Smith

**MAYOR'S COMMENTS**

**Re: Items Mr. James Moody with BSX was present to discuss Health Insurance Costs for the upcoming Budget Year**

**AMEND AGENDA**

**Re: Amend Agenda to allow for added items**

Alderman Burke moved, seconded by Alderman Piazza to amend the agenda to approve the following items 1-6

1. Approve a request from the Fire Department for the rental of 1 dumpster at the Central Fire Station for the disposal of trash at a cost of \$80 per month.
2. Spread on the minutes the signatory Resolutions from Hancock Whitney Bank authorizing three signatures being named as Mayor Mike Smith, Alderman Shane Lafontaine (Mayor Pro-Temp) and City Clerk Tammy Fayard.
3. Approve Membership with the Hancock County Chamber of Commerce in the amount of \$1,250.00.
4. Authorize the Comptroller to apply a grant with Partners for Fish and Wildlife FY 2022 Department of the Interior Fish and Wildlife Service, proceeds will go to construction of the proposed Marina.
5. Approve adding Comptroller Kimberly Boushie as the EBIZ-POS (Primary Electronic Business) point of contact for Grants.gov and name Police Chief Mike Prendergast as an applicant.
6. Approve Invoice from Hancock Whitney Bank in the amount of \$137,021.88 for payment of General Obligation Public Improvement Bond Series 2015 dated 7/8/2015 - \$2000,000.00.

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**Re: Approve Amended Items**

Alderman Burke moved, Seconded by Alderman Richardson to approve the following items 1-6

**FIRE DEPARTMENT/AGREEMENTS**

**Re: Approve an Agreement for the rental of a Dumpster at the Central Fire Station on Highway 90**

1. Approve a request from the Fire Department for the rental of 1 dumpster at the Central Fire Station for the disposal of trash at a cost of \$80 per month.  
**(EXHIBIT A)**

**RESOLUTIONS/BANKING/CITY HALL**

**Re: Approve a Resolution naming Mayor Smith, Alderman Lafontaine and City Clerk as signatories on Bank Account**

2. Spread on the minutes the signatory Resolutions from Hancock Whitney Bank authorizing three signatures being named as Mayor Mike Smith, Alderman Shane Lafontaine (Mayor Pro-Temp) and City Clerk Tammy Fayard. **(EXHIBIT B)**

**CHAMBER OF COMMERCE/HANCOCK COUNTY CHAMBER OF COMMERCE/MEMBERSHIP**

**Re: Membership with Hancock County Chamber of Commerce**

3. Approve Membership with the Hancock County Chamber of Commerce in the amount of \$1,250.00. **(EXHIBIT C)**

**GRANTS/MARINA**

**Re: Authorize Comptroller to apply for a Grant with Partners for Fish and Wildlife Department**

4. Authorize the Comptroller to apply a grant with Partners for Fish and Wildlife FY 2022 Department of the Interior Fish and Wildlife Service, proceeds will go to construction of the proposed Marina.

**GRANTS/POLICE DEPARTMENT**

**Re: Add Comptroller Kim EBIZ-POS Point of Contact**

5. Approve adding Comptroller Kimberly Boushie as the EBIZ-POS (Primary Electronic Business) point of contact for Grants.gov and name Police Chief Mike Prendergast as an applicant.

**GENERAL OBLIGATION BONDS**

**Re: Payment of General Obligation Bonds Series dated 7/8/2015**

6. Approve Invoice from Hancock Whitney Bank in the amount of \$137,021.88 for payment of General Obligation Public Improvement Bond Series 2015 dated 7/8/2015 - \$2000,000.00. **(EXHIBIT D)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**ALDERMANS COMMENTS**

**Re: Alderman Burke**

- Discussed receiving the notice of the removal 305 N. Beach Wedding venue from the Planning and Zoning meeting.
- Recognized the celebration of Clarence Harris and his accomplishments

**Re: Alderman Richardson**

- Volleyball lights are staying on and asked if this could be taken care of.
- Discussed Public works- capping off the gas line on Old Spanish Trail.
- Discussed a retainer wall for all dirt business – needs to be behind a fence.

**Re: Alderman Piazza**

- Inquired as the status of the FY ending September 30, 2022

**Re: Alderman Lafontaine**

- Discussed a visit to the Pier to see if there is anyway the citizens of Waveland could use the area and separate it out from the repair of the Pier. Alderman Lafontaine said this would not be a possibility. City Attorney Jones said that

he would have a structural Engineer visit the area to see if repair is a possibility.

**PUBLIC COMMENTS**

**Re: Kathleen Johnson  
Bryan Therolf  
Clearance Harris  
Liz Stahler  
Rhonda Gamble**

**BLIGHTED PROPERTY**

**Re: 617 Victoria Street, Property Owner Jay Fountain**

Upon the opening of the discussion pertaining to Mr. Jay Fountain's property at 617 Victoria Street, City Attorney Jones gave Mr. Fountain the option to wait to be served properly or to go forward at this meeting. Mr. Fountain said that he would like to proceed at this time. Mr. Fountain requested 90 days to clear the areas of concern.

**Re: Table taking action on the property at 617 Victoria Street**

Alderman Burke moved, seconded by Alderman Piazza to TABLE taking action on the property at 617 Victoria Street until next meeting. (EXHIBIT E)

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**CONSENT AGENDA (a -q)**

**Re: Items a-r with items b, d, & m removed**

Alderman Burke moved, seconded by Alderman Richardson to approve the consent agenda items a-q with items b, d, and m removed.

**MINUTES**

**Re: Regular Meeting of May 18, 2022**

- a. Approve the minutes of the Regular Meeting of May 18, 2022, as submitted.
- ~~b. Approve the minutes of the Regular Meeting of June 7, 2022, as submitted.~~

**MINUTES**

**Re: Minutes of Special Meeting of June 14, 2022**

- c. Approve the minutes of the Special Meeting of June 14, 2022, as submitted.
- ~~d. Approve the minutes of the Special Meeting (Executive Session) of May 25, 2022, as submitted.~~

**COURT DEPARTMENT**

**Re: Court Statistics Report for the Month of May 2022**

- e. Spread on the minutes the Court Statistics Report for the month of May 2022, as submitted. (EXHIBIT F)

**COMMUNITY SERVICE REPORT**

**Re: Community Service Report for the month of May 2022**



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- f. Spread on the minutes the Community Services Report for the month of May 2022, as submitted. (EXHIBIT G)

**PRIVILEGE LICENSE REPORT**

**Re: Privilege License Report for the Month of May 2022**

- g. Spread on the minutes the Privilege License Report for the Month of May 2022, as submitted. (EXHIBIT H)

**PERMIT REPORTS**

**Re: Permit Reports for the Month of May 2022**

- h. Spread on the minutes the Permits Report for the Month of May, 2022, as submitted. (EXHIBIT I)

**PERSONNEL/CITY HALL**

**Re: Resignation of Josh Green as Intern effective June 13, 2022**

- i. Spread on the minutes the resignation of Intern Josh Green, effective June 13, 2022.

**PERSONNEL/POLICE DEPARTMENT**

**Re: Approve New hire Mr. Jordan Gabrielle Sarena as full-time patrol officer**

- j. Approve new hire patrol Officer Jordan Gabrielle Sarena at a rate of \$16.50 per hour, pending background check and drug test. Officer Sarena's rate of pay will change to \$17.50, upon completion of the Police Academy.

**PERSONNEL/POLICE DEPARTMENT**

**Re: Approve request from Police Chief Prendergast to allow an allocation in the amount of \$2,500.00 for purchase evidence money**

- k. Approve a request from Police Chief Prendergast to allow for an allocation in the amount of \$2,500.00 for purchase of evidence money to be kept in a safe at the Police Department with Investigators Jody Richardson and Ray Murphy.

**POLICE DEPARTMENT**

**Re: Authorizing Police Chief Prendergast and Lieutenant Chad Dorn to be added as Administrators to access Grant Portal at Grants.gov**

- l. Spread on the minutes authorizing Police Chief Prendergast and Lieutenant Chad Dorn to be added as Administrators to be able to access the Grants portal at Grants.gov.
- m. ~~Approve the payment of Invoice 221-19-14 from Compton Engineering in the amount of \$1,987.50 – Hurricane Zeta Multiple Projects.~~

**INVOICES/HANDICAP BEACH ACCESS**

**Re: Payment of Invoice 221-33.005-8 Compton Engineering in the amount of \$2,250.00- Handicap Beach Access Project**

- n. Approve the payment of Invoice 221-33.005-8 from Compton Engineering in the amount of \$2,250.00 – Handicap Beach Access Project. (EXHIBIT J)

**INVOICES/ROAD PAVING PROJECT**

**Re: Payment of Invoice 221-033.001-15 Compton Engineering in the amount of \$11,850.00- Road Pavement Project**

- o. Approve the payment of Invoice 221-033.001-15 from Compton Engineering in the amount of \$11,850.00 – Road Paving Project. (EXHIBIT K)

**ALLOCATIONS/HANCOCK COUNTY HUMAN RESOURCES**

**Re: Budget year ending FY September 30, 2022**

- p. Approve an allocation of \$3,000.00 to Hancock County Human Resource Agency.

**INVOICE**

**Re: Paying Invoice 3495 from Orion Planning and Design in the amount of \$10,080.00**

- q. Approve paying Invoice 3495 from Orion Planning and Design in the amount of \$10,080.00. **(EXHIBIT L)**

**INVOICE**

**Re: Invoice INV00007077 from OPENGOV in the amount of \$23,091.00-Budgeting Software**

- r. Approve invoice INV00007077 from OPENGOV in the amount of \$23,091.00 – Budgeting Software. **(EXHIBIT M)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**END CONSENT AGENDA**

**AMEND AGENDA/ATTORNEY'S COMMENTS**

**Re: Amend Agenda to move Agenda Item d to Attorney's comments**

Alderman Burke moved, seconded by Alderman Piazza to amend the agenda move item d to Attorney's Comments.

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**INVOICES/HURRICANE ZETA /ZETA-HURRICANE/PUBLIC WORKS POLE BARN/POLE BARN-PUBLIC WORKS**

**Re: Payment of Invoice 221-19-14 Compton Engineering in the amount of \$1,987.50-Hurricane Zeta Multiple Projects**

- m. Alderman Burke moved, seconded by Alderman Richardson to approve the payment of Invoice 221-19-14 from Compton Engineering in the amount of \$1,987.50 – Hurricane Zeta Multiple Projects. **(EXHIBIT N)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**DOCKET OF CLAIMS**

**Re: Claims**

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Alderman Burke moved, seconded by Alderman Richardson to approve Docket of Claims paid and unpaid in the amount of \$947,636.17 dated June 22, 2022, as submitted. **(EXHIBIT O)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**POLICE DEPARTMENT**

**Re: Police Grant with the Department of Public Safety**

Alderman Piazza moved, seconded by Alderman Burke to approve application of Police Grant with the Department of Public Safety Premium Pay Program, and authorize the Mayor and Police Chief's signatures thereon. **(EXHIBIT P)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**PUBLIC WORKS**

**Re: Naming Jay Lee Co. as lowest best and most responsive quote in the amount of \$29,250.00**

Alderman Piazza moved, seconded by Alderman Richardson to approve naming Jay Lee Co. as lowest best and most responsive quote for the directional bore 2" Plastic Gas Main and install plastic gas service in the amount of \$29,250.00 as requested by Public Works Manager Bo Humphrey, and to amend the budget accordingly. **(EXHIBIT Q)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**PUBLIC WORKS/COMPTROLLER**

**Re: Purchase of meter heads from Consolidated Pipe and Supply Co., Inc. in the amount of \$31,000.00**

Alderman Burke moved, seconded by Alderman Richardson to approve request for the purchase of meter heads from Consolidated Pipe and Supply Co., Inc. in the amount of \$31,000.00 making a find that this is a sole source item to meet the requirements of the Meter Reading System. **(EXHIBIT R)**

A vote was called for with the following results

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**CONTRACTS/FOURTH OF JULY**

**Re: Quote to hold a Fourth of July Fireworks show denied**

Alderman Burke moved seconded by Alderman Richardson to approve a quote from David Chancellor Big Pop Fireworks to present a Firework Show on Sunday July 3, 2022 and authorize the Mayor's signature thereon FOR Item a being \$12,000.00 for 10-minute show.

A vote was called for with the following results

Voting Yea: None

Voting Nay: Burke, Richardson, & Piazza

Absent: None

**Re: Motion denied to hold a Fireworks show being item 13b**

Alderman Burke moved, seconded by Alderman Piazza to approve a quote from David Chancellor Big Pop Fireworks to present a Firework show on Sunday July 3, 2022 being item 13 b. being 18,000.00 for a 15 minute show.

A vote was called for with the following results

Voting Yea: None

Voting Nay: Burke, Richardson, & Piazza

Absent: None

**ATTORNEY'S COMMENTS**

**Re: Minutes of the Special Meeting – Executive Session**

Alderman Personnel item in the Public works Department to discuss a Personnel matter.  
A vote was called for with the following results

Voting Yea: None

Voting Nay: Burke, Richardson, & Piazza

Absent: None

**EXECUTIVE SESSION**

**Re: Exit Executive Session with no action taken**

Alderman Richardson moved, seconded by Alderman Burke to exit Executive Session with no action and the Board deciding that the Session didn't meeting the requirements.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

**MINUTES**

**Re: Approve the minutes of the Executive Session from the May 25, 2022 Special Meeting**

Alderman Burke moved, seconded by Alderman Approve the minutes of the Special Meeting (Executive Session) of May 25, 2022

**Minutes**  
**Regular Meeting of June 22, 2022**  
**Page No. \_\_\_\_\_**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: None

**ADJOURN**

**Re: Adjourn the meeting at 8:15 p.m.**

Alderman Burke moved, seconded by Alderman Richardson to adjourn the meeting at 8:15 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 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Tammy Fayard  
City Clerk

The Minutes of the Regular Meeting of June 22, 2022 have been read and approved by me on this, 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mike Smith  
Mayor

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- d. Approve the minutes of the Special Meeting of June 27, 2022, as submitted.

**Page \_\_\_\_\_**  
**Regular Meeting of June 27, 2022**  
**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 Boardroom, 301 Coleman Avenue, Waveland, MS. on June 27, 2022 at 6:00 p.m. to take action on the following matters of City business.

**ROLL CALL**

Alderman Lafontaine noted for the record the presence of Aldermen, Burke, Richardson, and Piazza, along with City Clerk Tammy Fayard and City Attorney Malcom Jones.

Absent from the Meeting was Mayor Smith.

**GOMESA FUNDS/TIDELANDS FUNDS/GRANTS**

**Re: Open discussion concerning the Tidelands and GOMESA Grant Funds**

Alderman Piazza moved, seconded by Alderman Richardson to discuss the GOMESA and Tidelands funds.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**TIDELANDS FUNDS/GRANTS/MISSISSIPPI DEPARTMENT OF MARINE RESOURCES (MDMR)**

**Re: Name a Hydration Station, Pavilions and Marina-Planning Assistance as proposed projects to be considered for approval by MDMR**

Alderman Richardson moved, seconded by Alderman Piazza to Approve applying for 'Inner City' (Sewer and water on the east side of Sycamore and Herlihy Streets) with GOMESA Funds and apply for Hydration Stations, Pavilions and Marina Planning Assistance with Tidelands Funds.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

**ADJOURN**

**Re: Adjourn the meeting at 6:41 p.m.**

Alderman Burke moved, seconded by Alderman Richardson to adjourn the meeting at 6:41 p.m.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, & Piazza

Voting Nay: None

Absent: None

The foregoing minutes were presented to Mayor Smith on July 6, 2022.

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Page \_\_\_\_\_  
Regular Meeting of June 27, 2022  
6:00 p.m.

Tammy Fayard  
City Clerk

The Minutes of the Meeting of June 27 2022 have been read and approved by me on this,  
the 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mike Smith  
Mayor



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- g. Approve a Sub-Grant Agreement with Mississippi Department of Marine Resources Sub-Grant #F22AP01154-00 Boating Infrastructure Grant (BIG) for the Waveland Marina in the amount of \$262,312.00 with the City's match being \$66,667.00 included in that total, and authorize the Mayor's signature thereon.



**STATE OF MISSISSIPPI**

Tate Reeves  
Governor

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

Joe Spraggins, Executive Director

**SUB-GRANT AGREEMENT**

**The City of Waveland for Waveland Marina–  
Sub-Grant # F22AP01154-00**

**SECTION 1.0: Parties to the Agreement**

This Agreement is by and between the Mississippi Department of Marine Resources, hereinafter referred to as MDMR, and the City of Waveland, hereinafter referred to as Sub-Grantee (DUNS #025386590) for Waveland Marina.

**SECTION 2.0: Purpose**

This Agreement defines the rights and duties of the parties regarding the grant known as **Federal Grant Award F22AP01154-00 “Waveland Marina”**.

**SECTION 3.0: Responsibilities of MDMR and Sub-Grantee**

3.1 MDMR Responsibilities:

- 3.1.1 Routine management of this project including, but not limited to review of invoices, review of technical information, periodic reports to the United States Fish and Wildlife Service (USFWS), as required, and close-out of grant payments.
- 3.1.2 Review of progress reports on the Sub-Grantee’s ongoing activities.
- 3.1.3 Coordination of activities, decisions and results derived from this effort with other State and Federal agencies, if necessary.

3.2 Sub-Grantee Responsibilities:

- 3.2.1 The Sub-Grantee is responsible for services outlined below in Section 4.0.
- 3.2.2 The Sub-Grantee recognizes that this proposal is being funded as a Sub-Grant Agreement by the USFWS Federal Assistance Grant known as **F22AP01154-00 “Waveland Marina,”** CFDA Program 15.622.
- 3.2.3 The Sub-Grantee will coordinate all communication with the MDMR through Rhonda Price, Office of Restoration and Resiliency.
- 3.2.4 The Sub-Grantee is responsible for obtaining all applicable permits prior to commencing work covered by said permits and providing the MDMR with a copy of same.
- 3.2.5 The Sub-Grantee is responsible for complying with all requirements as stated in the Award Letter from USFWS to MDMR dated April 6, 2022.

3.3 Joint Responsibilities:

The MDMR and Sub-Grantee shall jointly determine the direction of the project objectives and activities according to the USFWS Federal Assistance Grant known as **Federal Grant Award F22AP01154-00 “Waveland Marina.”**

**SECTION 4.0: Scope of Work**

This Agreement will provide for all or part of the following tasks:

- 4.1 Design, engineering, and development of specifications for the marina, using “Clean and Resilient Marina” best practices, and environmental documents.
- 4.2 To obtain required federal, state, and local permits, including dredging.

**SECTION 5.0: Consideration and Payment**

- 5.1 **Consideration.** As consideration for the performance of this Agreement, the MDMR agrees to pay the Sub-Grantee the amount incurred in the performance of this Agreement not to exceed **One Hundred Ninety-Five Thousand Six Hundred Forty-Five Dollars and Zero Cents (\$195,645.00)**. Under no circumstances will payment be made for work performed outside the performance period of the Federal award and this Agreement.
- 5.2 **Payment.** The MDMR agrees to make payments within forty-five (45) days of receipt of a correct or approved invoice/request for reimbursement and the supporting documentation. *Invoices/requests for reimbursement must be submitted within fifteen (15) days after the end of the month in which the work occurred.* Invoices should be submitted no more frequently than monthly and no less than quarterly. Final payment will be made upon approval of final invoice and final performance report. All final invoices and the final performance report are due sixty (60) days after grant expiration to be considered for payment. Under no circumstances will payment exceed **One Hundred**

**Ninety-Five Thousand Six Hundred Forty-Five Dollars and Zero Cents (\$195,645.00). Compliance with subsection 3.2.4 hereinabove is a requirement for reimbursement.**

- 5.3 Sub-Grantee will provide a matching sum of **Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars and Zero Cents (\$66,667.00)**, making the total funding **Two Hundred Sixty-Two Thousand, Three Hundred Twelve Dollars and Zero Cents (\$262,312.00)**. Matching funds cannot be derived from Federal funds, except as authorized by specific legislation.
- 5.4 Invoices/requests for reimbursement submitted by the Sub-Grantee will include:
- 5.4.1 The Grant number – F22AP01154-00 / Internal Order number 300033570;
  - 5.4.2 The time period for services incurred;
  - 5.4.3 Category breakdown for expenses along with proof of payment, including the Sub-Grantee’s monthly match portion of 25%; and,
  - 5.4.4 Activity Report (Refer to Section 6 for reporting requirements.)

Invoices/requests for reimbursement will be reviewed to determine: (1) that the indicated costs are allowable under appropriate guidelines; and, (2) that the work performed contributes directly to the accomplishment of established objectives. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount.

**SECTION 6.0: Reporting Requirements**

- 6.1 **Activity Reports.** In compliance with the USFWS reporting requirements, the SUB-GRANTEE must provide written activity reports to the MDMR summarizing work undertaken, in progress, or completed. Reports are due thirty days after the end of each reporting period. SUB-GRANTEE must provide a notice of completion and a final report within thirty (30) days of the end of the project. The final report is required before final payments will be made. (There will be no cost associated with this report.) In addition to the interim and final reports, activity reports must also accompany each request for reimbursement that is submitted. The activity reports accompanying the reimbursement requests will cover the time period for which reimbursement is requested. Reports must be delivered to:

The Department of Marine Resources  
Attn: Rhonda Price  
Office of Coastal Restoration and Resiliency  
1141 Bayview Avenue, Suite 202  
Biloxi, MS 39530

OR

The reports shall be generally organized in accordance with the following:

- 6.1.1 Activities completed and dates of completion;
- 6.1.2 Problems encountered and remedial actions;
- 6.1.3 Activities planned;
- 6.1.4 Problems anticipated;
- 6.1.5 Changes to protocol/procedure manuals;
- 6.1.6 Certification that the invoices submitted, and activities completed have been performed pursuant to the Sub-Grant.

**Performance Reporting Schedule:**

**Annual Reports**

<b>Reporting Period</b>	<b>Due Date</b>
03.1.22-9.30.22	10.30.22
10.01.22-09.30-23	10.30.23
10.01.23-09.30.24	10.30.24
10.01.24 – 02.28.25	03.30.25

**Final Report**

<b>Reporting Period</b>	<b>Due Date</b>
03.01.22 – 02.28.25	03.30.25

- 6.2 If performance is inadequate, the Sub-Grantee will be notified in writing of the specific problems that must be corrected. The MDMR’s Executive Director shall resolve disputes over performance. Reimbursements for project costs under Section 4.0 will be made only if performance is determined to be adequate.

**SECTION 7.0: Period of Performance**

The Sub-Grantee agrees to execute the objectives of this project as stated in Federal Grant Award **F22AP01154-00 “Waveland Marina”** Boating Infrastructure Program beginning March 1, 2022 – February 28, 2025.

**SECTION 8.0: Standard Terms and Conditions**

The Sub-Grantee certifies that it:

- 8.1 Has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the sub-grantee's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal.
- 8.2 Will give the MDMR, the Mississippi State Auditor, USFWS, the Inspectors General and the Comptroller General of the United States, and any of their authorized representatives,

access to and the right to examine all records, books, papers, or documents related to the award and necessary for MDMR to comply with 2 CFR 200.300, Statutory and national policy requirements, through 200.309, Period of performance, and Subpart F – Audit Requirements of this part; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives and maintain separate accountability for the funds.

- 8.3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.4 Will initiate and complete the work within the applicable timeframe after receipt of approval from the MDMR.
- 8.5 Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
- 8.6 Will comply with the Endangered Species Act of 1973, as amended. Sub-Grantee understands that the USFWS has requested information consultation with the National Marine Fisheries Service (NMFS) to concur with its determination that the activities funded under this award will not adversely affect threatened or endangered species or critical habitat listed under the NMFS's jurisdiction. Sub-Grantee further understands that Section 9 of the Endangered Species Act and Federal regulation pursuant to section 4(d) of the Act prohibit the taking of endangered and threatened species, respectively, without special exemption. Therefore, Sub-Grantee will immediately report to the Wildlife and Sport Fish Restoration Program and the MDMR if: (1) any threatened or endangered species are incidentally taken; (2) information reveals effects of the Sub-Grantee's action under this Agreement may affect listed species or critical habitat, (3) the project under this Agreement is subsequently modified in a manner that causes an effect to listed species or critical habitat; or, (4) a new species is listed or critical habitat designation that may be affected by the activities funded under this Agreement.
- 8.7 Agrees that equipment purchased with funds under this Agreement shall be used by the Sub-Grantee in the program or project for which it was acquired as long as needed,

whether or not the project continues to be supported by Federal funds. When the equipment is no longer needed for the original program purposes, the equipment may be used in other activities in the following order of priority: (1) Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; (2) Activities under Federal awards from other Federal awarding agencies; and then, (3) Any activities consistent with the administration of the State fish and wildlife agency (MDMR.)

- 8.8 Acknowledges that the Wildlife and Sport Fish Restoration Program encourages all grantees and sub-grantees to comply with all of their state laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as their state implements it. *See* U.S. Fish and Wildlife Service Environmental Quality site at: <http://www.fws.gov/contaminants/Issues/IPM.cfm>.
- 8.9 Will notify the MDMR in writing of any actual or potential conflicts of interest that may arise during the life of this Agreement. Conflicts of interest include any relationship or matter which might place the Sub-Grantee or the Sub-Grantee's employees in a position of conflict, real or apparent, between their responsibilities under this Agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interest, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the Agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Sub-Grantee or the Sub-Grantee's employees in the matter. Sub-Grantee understands that MDMR will forward the notice to the USFWS Service Project Officer who, in consultation with the Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Sub-Grantee or the Sub-Grantee's employee(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the USFWS may result in any of the remedies described in 2 C.F.R. § 200.339, Remedies for Noncompliance, including termination of this Agreement.
- 8.10 Will disclose, in a timely manner, in writing to the MDMR and the Service Project Officer identified in the notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339, Remedies for Noncompliance, including suspension or debarment. (*See* 2 C.F.R. § 200.113, 2 C.F.R. Part 180, and 31 U.S.C.3321.)
- 8.11 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 8.12 Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with

EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and (g) the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

- 8.13 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- 8.14 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*). In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken: (1) Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering; (2) Take reasonable steps to ensure the confidentiality of the discovery site; (3) Take reasonable steps to restrict access to the discovery site; and (4) Immediately notify the MDMR.
- 8.15 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133.
- 8.16 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program including, but not limited to 2 C.F.R. §§ 200, *et al.*; the Sportfishing and Boating Safety Act, Title VII, Subtitle D, Section 7404, Public Law 105178, 16 U.S.C. 777g; the Safe, Accountable, Flexible, Efficient Transportation Equity Act, Public Law 109059; the Fixing America's Surface Transportation (FAST) Act (Public Law 114-94); Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); 41 U.S.C. § 6306 (Prohibition on Members of Congress Making Contracts with Federal Government); 2 C.F.R. Part 25 (Universal Identifier and Central Contractor Registration); 2 C.F.R. Part 170 (Reporting Subawards and Executive Compensation); 2 C.F.R. Part 175 (Award Term for Trafficking in Persons); 2 C.F.R. Part 1400 (Government-wide Debarment and Suspension); 43 C.F.R. Part 18 (New Restrictions on Lobbying); 2 C.F.R. Part 1401 (Requirements for Drug-Free Workplace); and 50 C.F.R. Part 86 (Boating Infrastructure Grant Program).
- 8.17 **Whistleblower Protection.** This Agreement and all employees working on the project which is the subject of this Agreement are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239). The Sub-Grantee and their contractors awarded contracts over the simplified acquisition threshold related to this Agreement, shall inform their employees in writing, in the predominant language of the workforce of the employee whistleblower rights and protections under 41 U.S.C. 4712. The Sub-Grantee shall insert this clause in all contracts over the simplified acquisition threshold related to this Agreement.



- 8.18 **Lobbying.** The Sub-Grantee certifies that it has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Sub-Grantee must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by the Sub-Grantee.
- 8.19 **Applicable Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State.
- 8.20 **Compliance with Laws.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and the Sub-Grantee agrees during the term of the Agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and provision of services. The Sub-Grantee shall comply with, and all activities under this Agreement shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now exist and as may be amended or modified.
- 8.21 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDMR to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDMR, the MDMR shall have the right upon ten (10) working days written notice to the Sub-Grantee, to terminate this Agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 8.22 **Changes.** This Agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this Agreement and must be confirmed in writing through the MDMR sub-grant modification procedures.
- 8.23 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the MDMR.
- 8.24 **Termination Provisions.** If the Sub-Grantee fails to fulfill its obligations under this Agreement, or if the Sub-Grantee violates any of the conditions and stipulations contained in this Agreement, the MDMR shall have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof. Any such notice of termination will be made in no less than seven (7) calendar days. In this event, the Sub-Grantee shall be entitled to receive just and

equitable compensation for any work performed through the effective date of such termination, provided that the MDMR Executive Director determines that the cost incurred were done so in compliance with the provisions stated in this document.

- 8.25 **Independent Sub-Grantee Status.** The Sub-Grantee shall, at all times, be regarded as an independent Sub-Grantee and shall at no time act as an agent for the MDMR. Nothing herein shall be deemed or construed by the MDMR, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the MDMR and the Sub-Grantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDMR or the Sub-Grantee hereunder, shall create or shall be deemed to create a relationship other than the independent relationship of the MDMR and the Sub-Grantee. Sub-Grantee's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDMR.
- 8.26 **Access to Records.** The Sub-Grantee agrees that the MDMR, the Mississippi State Auditor, USFWS, the Comptroller General of the United States, or any of their duly authorized representatives, at any time during the term of this Agreement, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records shall be retained as provided in 2 C.F.R. § 200.333, Retention Requirements for Records.
- 8.27 **Termination for Convenience Clause**
- 8.27.1 *Termination.* The MDMR may, when the interests of the State so require, terminate this sub-grant in whole or in part, for the convenience of the State. The MDMR shall give thirty (30) days written notice of the termination to the Sub-Grantee specifying the part of the sub-grant terminated and when termination becomes effective.
- 8.27.2 *Sub-Grantee's Obligations.* The Sub-Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Sub-Grantee will stop work to the extent specified. The Sub-Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Sub-Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDMR may direct the Sub-Grantee to assign the Sub-Grantee's right, title, and interest under terminated orders or subcontracts to the State. The Sub-Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 8.28 **Ownership of Documents and Work Papers.** The MDMR shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal Project correspondence. The Sub-Grantee shall deliver such documents and working papers to Grantee upon termination or completion of the Agreement. The foregoing notwithstanding, the Sub-Grantee shall be entitled to retain a set of such work papers for its files. Sub-Grantee shall be entitled to use such work papers only after receiving written permission from the Grantee and subject to any copyright protections.

**SECTION 9.0:           Incorporation of Documents**

The following documents are attached hereto and incorporated herein by reference:

1. Attachment "A", Notice of Grant Award **F22AP01154-00**
2. Attachment "B", Project Proposal and Budget

The undersigned hereby execute this Agreement and represent that the authority to execute this Agreement has been granted by the appropriate governing bodies.

**MS DEPARTMENT OF MARINE RESOURCES   CITY OF WAVELAND**

\_\_\_\_\_  
Joe Spraggins, Executive Director

\_\_\_\_\_  
Mike Smith, Mayor of Waveland

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment A

## NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Sportfishing and Boating Safety Act—Boating infrastructure (16 U.S.C. § 777g-1)

1. DATE ISSUED <i>MM/DD/YYYY</i> 04/06/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.622 - Sportfishing and Boating Safety Act			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. F22AP01154-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN F22AP01154		5a. ACTION TYPE New	
6. PROJECT PERIOD <i>MM/DD/YYYY</i> From 03/01/2022		Through 02/28/2025	
7. BUDGET PERIOD <i>MM/DD/YYYY</i> From 03/01/2022		Through 02/28/2025	
8. TITLE OF PROJECT (OR PROGRAM) MS - Waveland Marina - FY22 BIG Tier 1			
9a. GRANTEE NAME AND ADDRESS Marine Resources, Mississippi Department Of 1141 BAYVIEW AVE STE 101 BILOXI, MS, 39530-1651		9b. GRANTEE PROJECT DIRECTOR Ms. Rhonda Price 1141 BAYVIEW AVE STE 101 BILOXI, MS, 39530-1651 Phone: (228) 297-9866	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. JOE SPRAGGINS 1141 BAYVIEW AVE STE 101 BILOXI, MS, 39530-1651 Phone: 228-374-5000		10b. FEDERAL PROJECT OFFICER Mr. Howard Meister 1875 Century Blvd NE Atlanta, GA, 30345-3325 Phone: 404-679-7180	

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 200,000.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages .....\$ 0.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
b. Fringe Benefits .....\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 200,000.00			
c. Total Personnel Costs .....\$ 0.00				13. Total Federal Funds Awarded to Date for Project Period \$ 200,000.00			
d. Equipment .....\$ 0.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies .....\$ 0.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel .....\$ 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction .....\$ 0.00				a. 2 \$ d. 5 \$			
h. Other .....\$ 266,667.00				b. 3 \$ e. 6 \$			
i. Contractual .....\$ 0.00				c. 4 \$ f. 7 \$			
j. TOTAL DIRECT COSTS → \$ 266,667.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
k. INDIRECT COSTS \$ 0.00				a. DEDUCTION			
l. TOTAL APPROVED BUDGET \$ 266,667.00				b. ADDITIONAL COSTS			
m. Federal Share \$ 200,000.00				c. MATCHING			
n. Non-Federal Share \$ 66,667.00				d. OTHER RESEARCH (Add / Deduct Option)			
				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -  Yes  No)  
No Program Income anticipated.

**GRANTS MANAGEMENT OFFICIAL:**

Marilyn Lawal, Program Manager  
1875 Century Blvd NE  
Atlanta, GA, 30345-3325  
Phone: 404 679-7277

17. VENDOR CODE 0070043339		18a. UEI RXKSGRHQZY11		18b. DUNS 122490324		19. CONG. DIST. 04	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051019978-00010	\$200,000.00	03/01/2022	02/28/2025	8151	BIG - 9771	

# NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. F22AP01154-00	

## SCOPE OF WORK

### 1. Project Description

The Service hereby incorporates the recipient's application submitted to and approved by the Service into these award terms and conditions. The purpose of this grant award is to provide design and engineering support for the addition of transient boater infrastructure at Waveland Marina.

## Terms and Conditions

### 1. U.S. Fish and Wildlife Service

#### General Award Terms and Conditions

Effective Date: December 31, 2020

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

#### Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

#### 2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

#### Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. F22AP01154-00	

**2 CFR Part 200, Subpart E—Cost Principles**

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

**48 CFR Subpart 31.2—Contracts with Commercial Organizations**

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

**Indirect Cost Proposals**

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/icma>.

**2 CFR Part 200, Subpart F—Audit Requirements**

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

**Statutory and National Policy Requirements**

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

**Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management**

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

**Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation**

Not applicable to individuals. See 2 CFR 170 for other exceptions.

**2 CFR §175.15—Award Term for Trafficking in Persons**

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

**2 CFR Part 1400—Nonprocurement Debarment and Suspension**

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

**2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)**

Not applicable to foreign public entities or foreign organizations.

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**43 CFR Part 18—New Restrictions on Lobbying**

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

**41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees**

**41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government**

**Mandatory Disclosures**

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

**Conflicts of interest:** Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

**Lobbying:** If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that are specifically permitted by other Federal law.

**Other Mandatory Disclosures:** Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

**National Policy Encouragements**

**Executive Order 13043—Increasing Seat Belt Use in the United States**

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

## NOTICE OF AWARD (Continuation Sheet)

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### E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

## PAYMENTS

### 1. Domestic Recipients Enrolled in Treasury's ASAP System

The recipient will request payments under this award in the [U.S. Treasury's Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

## SPECIAL TERMS AND REQUIREMENTS

### 1. Environmental Compliance Reviews

Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

## AWARD CONDITIONS

### 1. WSFR TRACS Grant Entry

The recipient is responsible for entering grant and project statement information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>). This information must be entered in TRACS within 60 calendar days of the latter: (a) period of performance start date; or (b) the date the award was approved. The grant and project statement information entered in TRACS must be consistent with the approved Project Statement (narrative) in GrantSolutions. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

## BUDGET AND PROGRAM REVISIONS

### 1. WSFR Budget and Program Revisions

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to **2 CFR 200.308** for additional information on the types of changes that require prior written approval.



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### REPORT

#### 1. WSFR TRACS Reporting

The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.
4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).
5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.
6. Is this a project that you wish to highlight for communication purposes?
7. For CMS State fish and wildlife agencies only: If the grant is a CMS, has the agency submitted an update report every 3 years detailing the CMS components: (a) inventory and scanning; (b) strategic plan; (c) operational plan; and (d) evaluation and control have been reviewed and summaries included which provide detailed review results and recommendations?

#### 2. WSFR TRACS Real Property/Facility

The recipient is responsible for entering required information into the TRACS (<https://tracs.fws.gov>) inventory modules to create real property/facility record(s). These records will become the basis for future recipient real property/facility reporting compliance under 2 CFR 200.330 and 2 CFR 1402.329. If you need assistance with entering real property/facility records in TRACS, please contact the WSFR Federal Project Officer identified in this Notice of Award.

#### 3. WSFR Interim Financial Reports

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "[Federal Financial Report](#)" form. See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

#### 4. WSFR Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

## NOTICE OF AWARD (Continuation Sheet)

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### 5. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "[Federal Financial Report](#)" form. See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

### 6. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

### 7. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.



Boating Infrastructure Grant Program  
FY2022 – Sportfishing and Boating Safety Act

**BIG TIER 1**

F22AS00017

U.S. Fish and Wildlife Service

FWS – Wildlife and Sport Fish Restoration

**WAVELAND MARINA**

August 2021

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# Mississippi Boating Infrastructure GRANT (BIG) Program

State: Mississippi

Type: Boating Infrastructure Grant Program Tier 1 FY 22

Region: 4

Project Title: WAVELAND MARINA

Latitude/Longitude: 30°-16' 54.98" North / 89° -22'04.38" West

## I. Project Summary

The Waveland Marina will reestablish the waterfront as the community's heart and reinvigorate the soul of its citizens. It will help restore the vitality taken from it by Hurricane Katrina and the BP Oil Spill disaster. The Marina is a transformational project and, ultimately, a "generational" project that will breathe new life into the city. The waterfront lacks commercial businesses and water-based attractions despite the noticeable number of people using the area daily, and more significantly on the weekends and holidays.

Construction will consist of a new state-of-the-art boat launch, sixty (60) boat slip marina, and a "one of a kind" open-air seafood market that cannot be found anywhere else on the Gulf Coast. By focusing on Waveland's regional demand, the Marina Project will significantly impact the local community and the coastal region. Once completed, the entire community around the waterfront will benefit as it will induce economic development, fortify the shoreline from erosion and other natural hazards, and increase commercial and private property values.

Some of the proposed amenities at the Marina include:

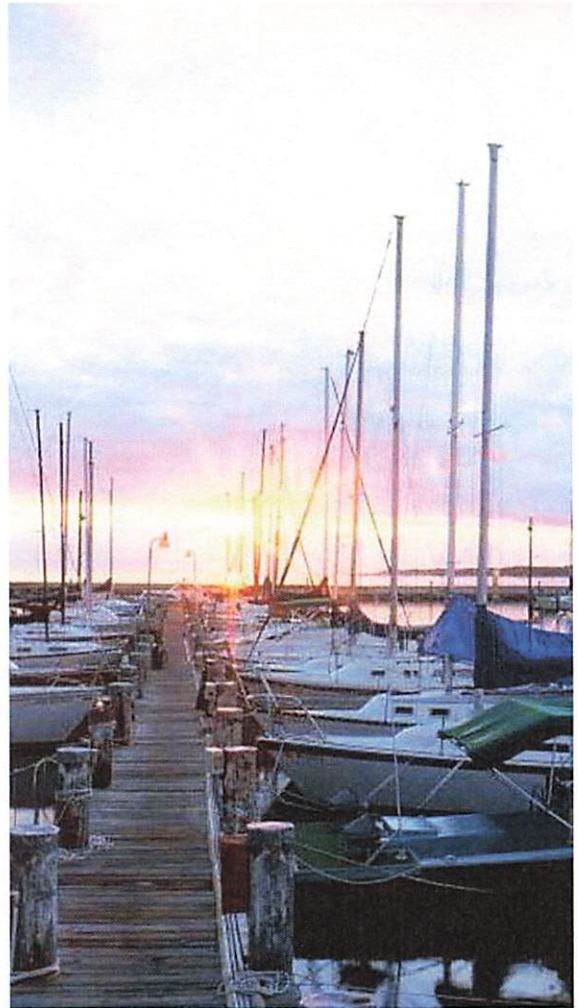
- Floating Docks - to accommodate tidal change and require less maintenance
- Breakwater – to restrict wave action and allow easier boat docking and launching
- Transient Boat Slips- to accommodate traveling boaters for no more than 15 days
- Restroom and shower facilities- to accommodate transient boaters
- Fuel Services – such as fuel tank and distribution
- A Day Pier- to accommodate traveling boaters for day visits
- Harbor Masters office/ Information Kiosk- to service the facility and inform the public

This grant application is intended to fund the 1<sup>st</sup> phase of the proposed marina for the design and engineering of a marina located in Waveland, Mississippi using "Clean and Resilient Marina" best practices. Phase 1 will fund the development of the engineering plans and specifications (i.e., PS&E), environmental documents, and efforts to obtain required permits at the federal, state, and local level including dredging. The goals and objectives of the marina are to provide boating slips for transient boaters and for boaters traveling in Hancock County, Mississippi. Currently, there are over 44,000 registered boats in the fourth Congressional District of Mississippi. This area encompasses the six southern counties of the state. There is a need for additional marina space on the coast to cover this demand as a waiting list for slips exist at many marinas. Waveland has a unique location that is well suited for transient boaters due to its proximity to open waters of the Gulf of Mexico and popular fishing locations for local anglers.

## II. Project Statement

### a) Need

The City of Waveland's commercial district on Coleman Avenue was decimated during Hurricane Katrina in 2005, and fifteen years later, much remains to be done. Plans to redevelop and invigorate the area were drawn up in the charettes that followed the hurricane. At that time, residents cited the re-development of Coleman Avenue as their biggest priority. Despite the lack of progress, there is considerable interest and abundant activity in the area and at the surrounding attractions. Currently, Coleman Avenue is home to the Waveland Lighthouse, Garfield Ladner Fishing Pier, and Veterans Memorial Park which have become attractions for local and visitors alike. Waveland has the closest beach to New Orleans and has long been a destination for New Orleans' residents as nearly forty percent of Waveland's property owners are part-time residents. Undoubtedly, people flock to the Coleman Avenue area for local events and for leisure, which has been especially true during the COVID-19 pandemic. There is demand for more amenities and attractions for visitors in this area.



### b) Purpose

The project will provide significant economic development opportunities for Waveland and the Gulf Coast Region and will be a showcase facility and a destination for residents and tourists. It will drive visitation along the coast beachfront and provide a major attraction for the area. The increase in vehicular traffic in the area will make the residential properties more visible and desirable for developers.

While recreational boating in Mississippi has a \$1.8B annual economic impact,<sup>1</sup> Waveland is the only community on the Gulf Coast that does not have a public marina. The Waveland Marina will establish a way to help capture the missed revenue from the boating industry as well as from other beach goers. The Marina will allow visitors from other regions to dock and enjoy the weekend and daily visits to local attractions in the area, such as the Silver Slipper, Buccaneer State Park, Waveland Art Studio the Ground Zero Hurricane Museum. Additionally, the increased tax base from all these activities will help raise the sales tax and the value of the county's millage and amount paid to the State.

The project has the following benefits for the local and regional economies:

- Creates five (5) full-time equivalent marina employees in Waveland
- Supports 6.72 jobs in Hancock County including direct, indirect, and induced jobs
- Generates \$302,292 in annual labor income
- Contributes \$448,050 to the county economy each year
- Generates \$914,957 in total yearly GDP for the region

### c) Objective

This project aims to provide boat slips and related boating services to meet demand in Hancock County as well as spur new economic development in the area. The project will capture unmet boating needs of both transient boaters and the approximately 4,000 registered boats in Hancock County. In doing so, this project will attract businesses to the waterfront area and provide additional income to the city and county through sales tax revenues.

### d) Results

The marina would provide much needed amenities for transient boaters with features such as slips, day-piers, fuel services, floating docks, pump-out stations, bath and shower facilities, and an information kiosk/ harbor master's office. The marina would cover approximately 400 feet of waterfront surrounding the Veteran's Memorial, extending out nearly 700 feet, and dredged to a depth of 11 feet to accommodate larger craft. Commercial fishermen would be able to sell their catch and be allowed to do so at an "open-air fish market." It will provide additional facilities for USM and DMR to launch and store vessels when needed and give a required regional marine fueling station. Transient boater traffic to the area would enhance existing public draws and economic drivers in the area such as:

- Cruising the Coast
- Deep-Sea Fishing Tournaments
- Fireworks Displays
- Congressman Gene Taylor Reef Exploration
- Bay of St. Louis and Gulf of Mexico Access

### e) Approach

The Waveland Marina Project will be broken down into five phases. The potential grant award from this application would help to fund the first phase of the proposed marina. The first phase would involve the design and engineering of a marina located in Waveland, Mississippi using "Clean and Resilient Marina" best practices. Phase 1 will fund the development of the engineering plans and specifications (i.e., PS&E), environmental documents, and efforts to obtain required permits at the federal, state, and local level including dredging. The second phase will involve the construction of the walls that will surround the marina and the sidewalk that will surround the marina parking area. The third phase will construct the boat ramp and fund the dredging of the marina. The boat ramp will be constructed first so that it can be built on dry land and save money. Phase four will consist of the construction of the floating docks of the marina. The final phase will apply the finishing touches to the marina such as installing utilities like plumbing and electricity. The city has already secured funding for and have started the engineering and design phase.

The project's phases are described below:

#### *Phase 1 – Design and Engineering (PS&E)*

The first phase would involve the design and engineering of a marina located in Waveland, Mississippi using “Clean and Resilient Marina” best practices. Phase 1 will fund the development of the engineering plans and specifications (i.e., PS&E), environmental documents, and efforts to obtain required permits at the federal, state, and local level including dredging. The intent of this application is to fund only the first phase of the proposed marina.

#### *Phase 2 – Framing*

Phase 2 of the Waveland Marina Project will construct the foundation of the Waveland Marina. The project will begin with the construction of the marina walls and the multi-use pathway on the perimeter of the marina. The marina walls will be constructed of sheet piling and will surround the marina. The existing multi-use pathway will be redirected away from Beach Blvd. to the south side of the parking area that will accompany the marina. The redirection is to ensure that pedestrians are safe when visiting the marina.

#### *Phase 3 - Dredging*

Phase 3 of the project will construct the boat launch for the marina and dredge the project area to 11 feet so that boats can be launched safely. The boat launch will be built before the project area is dredged to provide the most affordable to construct the boat ramp.

#### *Phase 4 -Floating Docks*

The third phase will fund the construction of the floating docks and a parking lot for the Waveland Marina. Floating docks were chosen for this project because of their resiliency to storm surges. The floating docks will be able to rise and fall with water levels to minimize damage.

#### *Phase 5 - Utilities*

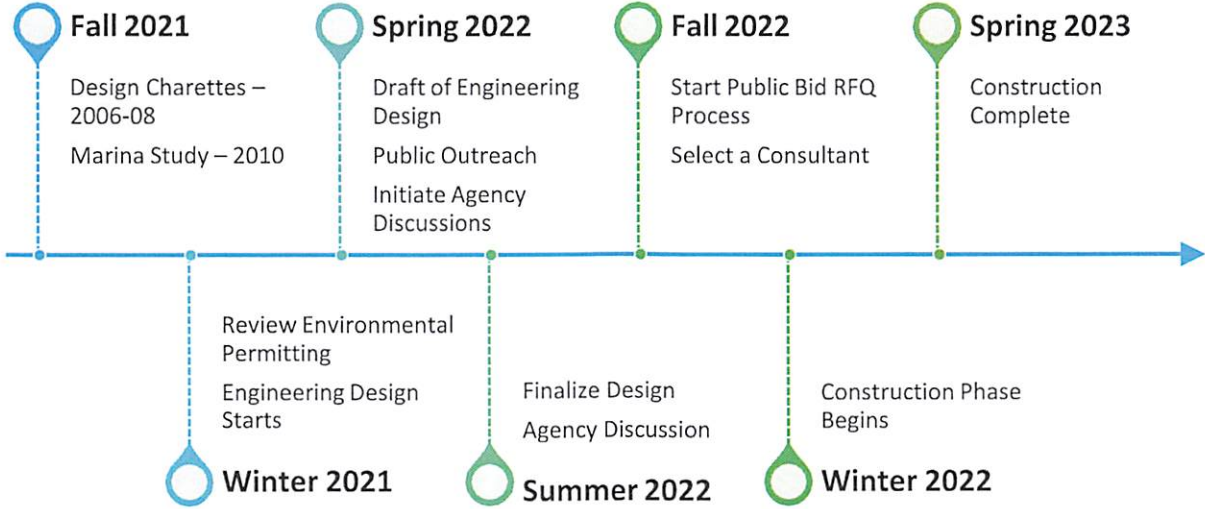
The final phase of the Waveland Marina Project is to install the utilities at the marina like plumbing and electricity. This includes the bath and shower facilities and a harbor master/ information kiosk as well.

### III. Period of Performance

The project will start in September of this year and will take approximately two years to complete. The city has a contract with Compton Engineering to conduct the engineering phase of this project.



Project Timeline



### a) Budget

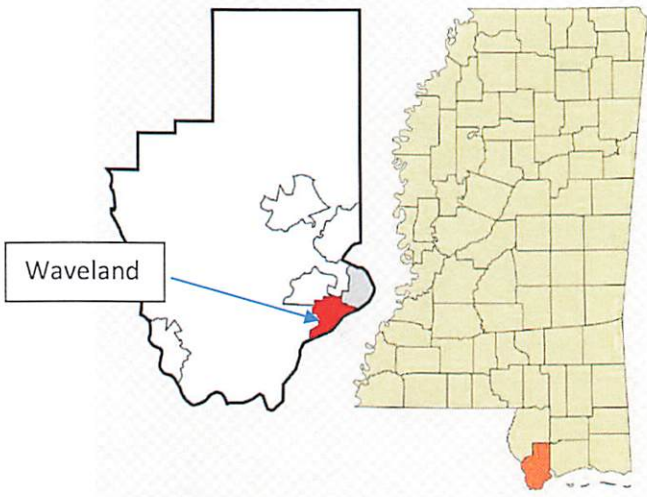
Description	Subtotals
Engineering PS&E	\$178,978
Permitting	\$25,000
Environmental Requirements	\$25,000
Agency Coordination	\$33,334
Indirect (17.42% on 1 <sup>st</sup> \$25,000)	\$4,355
<b>TOTAL PROJECT</b>	<b>\$266,667</b>
<b>Federal Portion -75%</b>	<b>\$200,000</b>
<b>Waveland Portion-25%</b>	<b>\$66,667</b>

### b) Budget Narrative

The Funding will be used for professional services and project management of the project. This includes permitting fees and environmental compliance requirements. The City of Waveland will provide the required local share (25%) to match the federal share of the project (75%). The total construction cost of the project is estimated at 12.5M. This grant application is intended to help fund the 1<sup>st</sup> phase of the marina project for design and engineering, using "Clean and Resilient Marina" best practices, for a city marina for \$266,667.00. The City of Waveland has already provided funding to initiate the project and start the preliminary design process. The BIG funding will be used to fund the development of the engineering plans and specifications (i.e., PS&E), environmental documents, and efforts to obtain required permits at the federal, state, and local level including dredging.

#### Location

Waveland, Mississippi, is located directly on the Mississippi Gulf Coast in Hancock County. The Waveland Marina will be located at the end of Coleman Avenue around the Waveland Veteran's Memorial and next to the Garfield Ladner Fishing Pier. This project will provide direct access to the Mississippi Sound and Gulf of Mexico.



# Overall Project Phased Approach



- h. Approve Task Order 222-033.001-1 from Compton Engineering for Tideland's Reporting for June and December 2022 at a cost of \$2,600.00.

- i. Approve Payment Application #2 from Twin L. Construction in the amount of \$79,186.26 - Handicap Beach Access Project.



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

3036 Longfellow Drive  
P.O. Box 2795  
Bay St. Louis, MS 39521

Phone: 228.467.2770  
Fax: 228.467.2720

comptonengineering.com

## MEMORANDUM

To: City of Waveland

From: Bob Escher, P.E.

Date: May 31, 2022

Re: Payment Application #2 – Waveland Handicap Beach Access  
Project to **Twin L. Construction**

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Please find attached Payment Application #2 for Waveland Handicap Beach Access project. We have reviewed this application and recommend payment in the amount of \$ **79,186.26** payable to **Twin L. Construction**.

If you have any questions or need additional information, please advise.

PASCAGOULA

BILOXI

BAY ST. LOUIS

**PAYMENT APPLICATION AND CERTIFICATE**

INVOICE NO: 2  
 APPLICATION NO: 2  
 PERIOD: FROM 4/24/2022 TO 5/25/2022  
 PROJECT: Handicap Beach Access  
 CONTRACTOR: Twin L. Construction, Inc.



TAX ID #: 64-0678475  
 DATE: 4/25/2022  
 SHEET: 1 - 3

1. ORIGINAL CONTRACT SUM	\$ 326,681.90
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: \$ _____	DEDUCTIONS: \$ _____
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. _____)	
ADDITIONS: \$ _____	DEDUCTIONS: \$ _____
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ 326,681.90
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ 135,481.50
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	41%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	83%
9. MATERIALS ON HAND (Listing Attached)	\$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ 135,481.50
12. LESS AMOUNT RETAINED (5%)	\$ 6,774.08
13. APPROVED RETAINAGE REDUCTION	\$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ 6,774.08
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ 128,707.43
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 49,521.17
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ 79,186.26

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Twin L. Const. Inc  
 Contractor

[Signature]  
 By

5-25-22  
 Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Compton Engineering  
 Engineer

[Signature]  
 By

05-31-22  
 Date



Item #	Description	Units	Qty.	Bid Amount		Ex. Total	Previous Application		Current Application		Total To Date		% Complete		
				Unit Price	Amount		Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Age	Total To Date	
1	Mobilization/Demobilization	LS 1	1	\$ 19,850.00	\$	\$ 19,850.00	0.4	\$	0.2	\$ 3,811.00	0.6	\$ 11,438.00			
2	Remove Existing Striping	LF 100	1	\$ 300.00	\$	\$ 300.00		\$	150	\$ 1,905.00	150.0	\$ 1,905.00			
3	Remove Guard Rails	SF 54	54	\$ 10.80	\$	\$ 583.20		\$		\$		\$			
4	Stencils, Remove and Dispose Asphalt	CY 500	500	\$ 11.45	\$	\$ 5,725.00		\$	380	\$ 4,350.00	500.0	\$ 5,725.00			
5	Undersoil Excavation (RM)	CY 500	500	\$ 15.35	\$	\$ 7,675.00		\$	490	\$ 7,501.00	490.0	\$ 7,501.00			
6	Placing and Compacting Existing Sand (PM)	LS 1	1	\$ 12,705.00	\$	\$ 12,705.00	1	\$ 12,705.00		\$	1	\$ 12,705.00			
7	Temporary Office Dens and Demarcating	SF 110	110	\$ 25.40	\$	\$ 2,794.00		\$		\$		\$			
8	Concrete Bench Paint (Yellow)	LF 340	340	\$ 5.10	\$	\$ 1,734.00		\$		\$		\$			
9	Painting Steel Striping	SF 50	50	\$ 5.10	\$	\$ 255.00		\$		\$		\$			
10	Handicap Parking Legend	CY 80	80	\$ 65.25	\$	\$ 5,220.00		\$		\$		\$			
11	Concrete Sidewalk	CY 80	80	\$ 89.35	\$	\$ 7,148.00	33	\$ 2,948.55	67	\$ 5,959.45	80.0	\$ 7,148.00			
12	Concrete Storm Wall Footer	LF 112	112	\$ 216.00	\$	\$ 24,192.00		\$		\$		\$			
13	Handrails	LF 150	150	\$ 19.10	\$	\$ 2,865.00		\$		\$		\$			
14	Recessed/Install Gullinets	EA 12	12	\$ 783.50	\$	\$ 9,402.00		\$		\$		\$			
15	Concrete Bench Barrier	EA 5	5	\$ 349.40	\$	\$ 1,747.00		\$		\$		\$			
16	Handicap Parking Sign	EA 3	3	\$ 101.85	\$	\$ 305.55		\$		\$		\$			
17	Recessed Existing Wheel Stops	CY 20	20	\$ 114.35	\$	\$ 2,287.00		\$		\$		\$			
18	Install 610 Limestone at Roadway and Parking Area (RM)	SF 37	37	\$ 9.55	\$	\$ 353.35		\$		\$		\$			
19	Install precastable table at roadway	SF 17	17	\$ 50.80	\$	\$ 863.60		\$		\$		\$			
20	4" Asphalt Pavement			\$ 219,470.70	\$	\$ 219,470.70		\$ 32,800.55		\$ 77,178.45		\$ 109,019.00			
				Total Base Bid Price											
ALTERNATE NO. 1															
1	Undersoil Excavation (RM)	CY 90	90	\$ 11.45	\$	\$ 1,030.50		\$		\$		\$			
2	Placing and Compacting Existing Sand (PM)	LS 1	1	\$ 12,705.00	\$	\$ 12,705.00		\$		\$		\$			
3	Temporary Office Dens and Demarcating	SF 110	110	\$ 25.40	\$	\$ 2,794.00		\$		\$		\$			
4	Concrete Bench Paint (Yellow)	CY 10	10	\$ 711.50	\$	\$ 7,115.00		\$		\$		\$			
5	Concrete Sidewalk	CY 8	8	\$ 893.35	\$	\$ 7,146.80		\$	4.0	\$ 3,577.40	4	\$ 3,577.40			
6	Concrete Storm Wall Footer	EA 12	12	\$ 762.10	\$	\$ 9,145.20		\$		\$		\$			
7	Concrete Bench Barrier			\$ 40,179.90	\$	\$ 40,179.90		\$		\$ 3,857.40		\$ 3,857.40			
				Total Alternate No. 1											
ALTERNATE NO. 2															
1	Remove Existing Striping	LF 100	100	\$ 3.00	\$	\$ 300.00		\$		\$		\$			
2	Recessed Existing Curb Stops	EA 2	2	\$ 190.00	\$	\$ 380.00		\$		\$		\$			
3	Remove Existing Curb	LF 34	34	\$ 10.20	\$	\$ 346.80		\$		\$		\$			
4	Undersoil Excavation (RM)	CY 175	175	\$ 14.00	\$	\$ 2,450.00	175	\$ 2,450.00		\$		\$			
5	Placing and Compacting Existing Sand (PM)	CY 175	175	\$ 7.65	\$	\$ 1,338.75		\$		\$		\$			
6	Painting Steel Striping	LF 100	100	\$ 5.10	\$	\$ 510.00		\$		\$		\$			
7	Handicap Parking Legend	SF 20	20	\$ 32.70	\$	\$ 654.00		\$		\$		\$			
8	Handicap Parking Sign	EA 2	2	\$ 348.40	\$	\$ 696.80		\$		\$		\$			
9	Concrete Sidewalk	CY 30	30	\$ 688.25	\$	\$ 20,647.50		\$		\$		\$			
10	Concrete Storm Wall Footer	CY 25	25	\$ 893.35	\$	\$ 22,333.75	20	\$ 17,867.00	3	\$ 2,683.05	23	\$ 20,450.05			
				Total Alternate No. 2											
ALTERNATE NO. 4															
1	Concrete Top Riser	CY 115	115	\$ 159.00	\$	\$ 18,285.00		\$		\$		\$			
				Total Alternate No. 4											
				Total Bid											

VALUE OF COMPLETED WORK \$ 135,481.45  
 MATERIAL INVENTORY \$ -  
 SUBTOTAL \$ 135,481.45  
 LESS 5% RETAINAGE \$ 6,774.07  
 APPROVED RETAINAGE REDUCTION \$ -  
 TOTAL AMOUNT RETAINED TO DATE \$ 6,774.07  
 NET DUE \$ 128,707.38  
 LESS PREVIOUS PAYMENTS \$ 49,521.17  
 TOTAL THIS ESTIMATE \$ 79,186.21



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lemon Mohler Insurance Agency 1984 Market Street Pascagoula MS 39567		<b>CONTACT NAME:</b> Crystal Odom <b>PHONE (A/C No. Ext):</b> (228) 762-7511 <b>FAX (A/C, No):</b> (228) 762-5319 <b>E-MAIL ADDRESS:</b> codom@lemonmohler.com	
<b>INSURED</b> Twin L Construction Inc 8292 Firetower Rd Pass Christian MS 39571		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster <b>INSURER B:</b> Progressive Gulf Insurance Company <b>INSURER C:</b> Evanston Insurance Co <b>INSURER D:</b> AmFed National Ins Co <b>INSURER E:</b> Travelers Property Casualty Co of America <b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: 21-22 MASTER      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR (INS) W/P	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BAK429384	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>		07816322-3	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		EZXS3054208	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC1216005746	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	INLAND MARINE		6601L320004	07/01/2021	07/01/2022	RENTED/LEASED EQUI 200,000 INSTALLATION FLOATE 110,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Waveland Handicap Beach Access  
City of Waveland and Compton Engineering, Inc. are included as additional insureds on all policies except the workers compensation policy as required by the contract documents

<b>CERTIFICATE HOLDER</b> City of Waveland 301 Coleman Ave Waveland MS 39576		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Crystal Odom</i>	
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- j. Approve Payment Application #3 from Twin L. Construction in the amount of \$46,402.73 – Handicap Beach Access.



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

3036 Longfellow Drive  
P.O. Box 2795  
Bay St. Louis, MS 39521

Phone: 228.467.2770  
Fax: 228.467.2720

comptonengineering.com

## MEMORANDUM

To: City of Waveland

From: Bob Escher, P.E.

Date: June 24, 2022

Re: Payment Application #3 – Waveland Handicap Beach Access  
Project to **Twin L. Construction**

---

Please find attached Payment Application #3 for Waveland Handicap Beach Access project. We have reviewed this application and recommend payment in the amount of \$ **46,402.73** payable to **Twin L. Construction**.

If you have any questions or need additional information, please advise.

PASCAGOULA

BILOXI

BAY ST. LOUIS

**PAYMENT APPLICATION AND CERTIFICATE**

INVOICE NO: 3		TAX ID #: 64-0678475
APPLICATION NO: 3		DATE: 6/23/2022
PERIOD: FROM 5/26/2022 TO 6/23/2022		SHEET: 1 - 3
PROJECT: Handicap Beach Access		
CONTRACTOR: Twin L. Construction, Inc.		

1. ORIGINAL CONTRACT SUM	\$ 326,681.90
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: \$ -	DEDUCTIONS: \$ -
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:	
(List Contract Modification Nos. _____)	
ADDITIONS: \$ -	DEDUCTIONS: \$ -
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ 326,681.90
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ 184,326.80
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	56%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	97%
9. MATERIALS ON HAND (Listing Attached)	\$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ 184,326.80
12. LESS AMOUNT RETAINED (5%)	\$ 9,216.34
13. APPROVED RETAINAGE REDUCTION	\$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ 9,216.34
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ 175,110.46
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 128,707.73
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ 46,402.73

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Twin L Const. Inc.  
Contractor

Richard J. Jansen  
By President

6-23-22  
Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Pari Hester  
Engineer

Compton Engineering  
By

6-24-22  
Date

Item #	Description	Units	Qty.	Unit Price	Ext. Total	Bid Amount	Previous Application	Current Application	Total To Date	% Complete	% Complete
							Qty.	Amount	Qty.	Amount	Current Appl
1	Rebar/Concrete (Unclassified)	LS	1	\$ 19,800.00	\$ 19,800.00		0.6	\$ 11,436.00	0.1	\$ 1,906.00	13,342.00
2	Remove Existing Striping	LF	150	\$ 3.80	\$ 570.00						70
3	Remove Guard Rails	LF	150	\$ 1,905.00	\$ 285,750.00						100
4	Sawcut, Remove and Digest Asphalt	SY	54	\$ 50.80	\$ 2,743.20						100
5	Unclassified Concrete (RM)	CY	500	\$ 11.45	\$ 5,725.00						100
6	Paving and Compacting Existing Sand (RM)	CY	500	\$ 15.25	\$ 7,625.00						100
7	Temporary Coffer Dam and Dewatering	LS	3	\$ 12,705.00	\$ 38,115.00						100
8	Concrete Bench Poles (W/curb)	SF	150	\$ 25.40	\$ 3,810.00						100
9	Perforate Existing	LF	940	\$ 5.10	\$ 4,794.00						100
10	Handicap Parking Layout	SF	50	\$ 5.10	\$ 255.00						100
11	Concrete Slabwork	CY	80	\$ 68.25	\$ 5,460.00						100
12	Concrete Stem Wall Footer	CY	80	\$ 68.25	\$ 5,460.00						100
13	Handrails	LF	112	\$ 216.00	\$ 24,192.00						100
14	Rebar/Concrete (Unclassified)	LF	150	\$ 15.10	\$ 2,265.00						100
15	Concrete Bench Barrier	EA	11	\$ 760.30	\$ 8,363.30						100
16	Handicap Parking Signs	EA	5	\$ 349.40	\$ 1,747.00						100
17	Rebar/Concrete (Unclassified)	EA	3	\$ 101.65	\$ 304.95						100
18	Install 610 Limestone at Handway and Parking Area (RM)	CY	20	\$ 114.35	\$ 2,287.00						100
19	Install Rebar/Concrete Slabwork at roadway	SY	37	\$ 5.55	\$ 205.35						100
20	Asphalt Pavement	SF	37	\$ 50.80	\$ 1,879.60						100
Total Item Bid Prices					\$ 219,878.70						58.7
ALTERNATE NO. 1											
1	Unclassified Concrete (RM)	CY	90	\$ 11.45	\$ 1,030.50						100
2	Paving and Compacting Existing Sand (RM)	CY	90	\$ 15.25	\$ 1,372.50						100
3	Temporary Coffer Dam and Dewatering	LS	3	\$ 12,705.00	\$ 38,115.00						100
4	Concrete Bench Poles (W/curb)	SF	150	\$ 25.40	\$ 3,810.00						100
5	Concrete Slabwork	CY	10	\$ 711.50	\$ 7,115.00						100
6	Concrete Stem Wall/Footer	CY	8	\$ 684.35	\$ 5,474.80						100
7	Concrete Bench Barrier	EA	22	\$ 762.30	\$ 16,790.60						100
Total Alternate No. 1					\$ 61,279.40						100
ALTERNATE NO. 2											
1	Remove Existing Striping	LF	100	\$ 3.80	\$ 380.00						100
2	Rebar/Concrete (Unclassified)	EA	2	\$ 190.60	\$ 381.20						100
3	Remove Existing Curb	LF	14	\$ 16.20	\$ 226.80						100
4	Unclassified Concrete (RM)	CY	175	\$ 24.00	\$ 4,200.00						100
5	Paving and Compacting Existing Sand (RM)	CY	175	\$ 7.65	\$ 1,338.75						100
6	Perforate Existing	LF	100	\$ 5.10	\$ 510.00						100
7	Handicap Parking Layout	SF	20	\$ 12.70	\$ 254.00						100
8	Handicap Parking Signs	EA	2	\$ 349.40	\$ 698.80						100
9	Concrete Slabwork to Parapet	CY	20	\$ 684.25	\$ 13,685.00						100
10	Concrete Stem Wall/Footer	CY	25	\$ 889.35	\$ 22,233.75						100
Total Alternate No. 2					\$ 67,445.80						54.8
ALTERNATE NO. 4											
1	Concrete Top Riprap	CY	115	\$ 159.00	\$ 18,285.00						56.4
Total Alternate No. 4					\$ 18,285.00						56.4
Total Bid					\$ 298,658.50						56.4

VALUE OF COMPLETED WORK \$ 194,306.80  
 MATERIAL INVENTORY \$ -  
 SUBTOTAL \$ 194,306.80  
 LESS 5% RETAINAGE \$ 9,215.34  
 APPROVED RETAINAGE REDUCTION \$ -  
 TOTAL AMOUNT RETAINED TO DATE \$ 9,215.34  
 NET DUE \$ 175,110.48  
 LESS PREVIOUS PAYMENTS \$ 128,707.43  
 TOTAL THIS ESTIMATE \$ 46,403.05







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lemon Mohler Insurance Agency 1984 Market Street Pascagoula MS 39567		<b>CONTACT NAME:</b> Crystal Odum <b>PHONE (A/C, No, Ext):</b> (228) 782-7511 <b>FAX (A/C, No):</b> (228) 782-5319 <b>E-MAIL ADDRESS:</b> codom@lemonmohler.com	
<b>INSURED</b> Twin L Construction Inc 8292 Firstower Rd Pass Christian MS 39571		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Crum & Forster INSURER B: Progressive Gulf Insurance Company INSURER C: Evanston Insurance Co INSURER D: AmFed National Ins Co INSURER E: Travelers Property Casualty Co of America INSURER F:	<b>NAIC #</b> 42412

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22 MASTER      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BAK429384	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			07816322-3	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			EZXS3054208	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1216005748	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	INLAND MARINE			6801L320004	07/01/2021	07/01/2022	RENTED/LEASED EQUI 200,000 INSTALLATION FLOATE 110,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Waveland Handicap Beach Access  
City of Waveland and Compton Engineering, Inc. are included as additional insureds on all policies except the workers compensation policy as required by the contract documents

### CERTIFICATE HOLDER

### CANCELLATION

City of Waveland 301 Coleman Ave Waveland MS 39576	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**FIRST AMENDMENT TO PCS AGREEMENT**

This First Amendment to PCS Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Waveland, Mississippi ("**City**") and T-Mobile South LLC, a Delaware limited liability company, previously referred to as "DIGIPH" ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

City and Tenant (or their predecessors-in-interest) entered into that certain PCS Agreement dated September 20, 1999 (the "**Agreement**") regarding the leased premises ("**Premises**") located at 400 Davis Street, Waveland, MS 39576 (the "**Property**").

For good and valuable consideration, City and Tenant agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided that Tenant may elect not to renew by providing City at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Amendment, Tenant shall pay City annual rent in the amount of Ten Thousand Two Hundred Fourteen and 20/100 Dollars (\$10,214.20) per year (the "**Rent**"). Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

Rent shall be adjusted on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to fifteen percent (15%) over the Rent for the immediately preceding Renewal Term. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. City or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006

Attn: Lease Compliance/ Site 9MT0045A Waveland, Mississippi 39576

If to City:

City of Waveland, Mississippi  
P.O. Box 539  
301 Coleman Ave

4. Tenant and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
5. Any charges payable under the Agreement other than Rent shall be billed by City to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by City.
6. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. City represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
9. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**CITY:**

**City of Waveland, Mississippi**

**TENANT:**

**T-Mobile South LLC,  
a Delaware limited liability company**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
T-Mobile Attorney, as to form

# Document Break Sheet

## Document Identification:

**Document Name:** 9MT0045A\_01\_LSE\_19990920\_0

**Document Date:** 19990920

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## Image Name:

**Location Identifier:** 9MT0045A

**Truncated Doc Name:** LSE

**Document Sequence:** 01

**ABSTRACT**

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COPY

PCS AGREEMENT

1. Premises and Use. The City of Waveland, Mississippi (hereinafter "City") grants a nonexclusive franchise to DIGIPH PCS, Inc., (hereinafter "DIGIPH"), to use the site ("Site") described below:

The real property described on Exhibit "B" together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of DIGIPH, source of electric, gas and telephone facilities.

DIGIPH is entering into this Agreement for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), or other electronic signal transmission device or technology, including, without limitation, related antenna equipment and fixtures. City represents that the proposed use of this Site by DIGIPH will not violate any exclusive or other agreement which City may have given or to which City is a party.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date City makes the Site available to DIGIPH to begin construction of its facilities. The Initial Term shall be the period of time from that date to the 5th anniversary of that date. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each commencing on each five year anniversary of the effective date of this agreement, unless DIGIPH provides City notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Fee. DIGIPH will pay an annual fee of \$ 8,500.00 ("Annual Fee"). The Annual Fee will be prorated for the first year based on the number of days from commencement of this lease agreement to the end of the then current year under the Franchise Agreement. DIGIPH shall receive credit for Base Cost payments made to City under the Franchise Agreement which shall be applied to DIGIPH'S obligations to pay Annual Fee hereunder. Thereafter, annual fee is to be paid annually in advance on each anniversary of the commencement of this agreement. The annual fee for each Renewal Term will be the annual fee in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items (CPI), as published by the Bureau of Labor Statistics (BLS), as of the first date of the Renewal Term.

4. Title and Quiet Possession. City represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that DIGIPH is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as DIGIPH is not in default beyond the expiration of any cure period; and (e) that City shall not have, or allow others to have, unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. DIGIPH will not assign or transfer this Agreement without the prior written consent of City, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, DIGIPH may assign without City's prior written consent to: (1) any party controlling, controlled by or under common control with DIGIPH; (2) to any party which acquires rights to DIGIPH's FCC operating licenses or substantially all of the assets of DIGIPH; (3) to a financial institution for purposes of securing indebtedness related to DIGIPH's PCS system. ~~DIGIPH may assign its rights under this agreement but shall remain fully liable to City under this Agreement.~~ DCK

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. DIGIPH may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. City agrees to cooperate with DIGIPH with respect to obtaining any required easements, variances, zoning approvals and other authorizations for the Site and such improvements. Upon request, City will waive or otherwise subordinate any lien rights it might have in order to facilitate DIGIPH's financing of the said improvements and will execute such documents as may be reasonably necessary so to do. Upon termination or expiration of this Agreement, DIGIPH shall remove all its equipment, constructions, installations, and improvements to the property, at its expense, on the surface and down to three feet below the surface and restore City's property to the same good order and condition that existed immediately prior to the commencement of this agreement, ordinary wear and tear excepted.

8. Compliance with Laws. City represents that City's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of City. DIGIPH will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. DIGIPH will resolve technical interference problems determined to be caused by DIGIPH with other existing FCC licensed equipment located at the Site, including the City's property containing the Site, on the commencement of this Agreement or any equipment that becomes attached to the Site at any future date when DIGIPH desires to add additional equipment to the Site. Likewise, City will not permit the installation of any future equipment, upgrades or enhancements by others, on the Site or City's property, which results in technical interference problems with DIGIPH's then existing equipment.

10. Utilities. City represents that, to the best of its knowledge, utilities for DIGIPH's use are available. DIGIPH will pay for all utilities used by it at the Site. City will cooperate with DIGIPH in DIGIPH's efforts to obtain utilities for the Site.

11. Termination. DIGIPH may terminate this Agreement at any time by notice to City without further liability, if DIGIPH does not obtain all permits or other approvals (collectively, Approval) required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such Approval is canceled, expires or is withdrawn or terminated, or if City fails to have proper ownership of, or appropriately clear title to the Site or authority to enter in this Agreement, or if DIGIPH reasonably determines that it will be commercially unable to use the Site for its intended purpose. City will cooperate with DIGIPH in obtaining any necessary approval. Upon termination, all prepaid fees shall be retained by City, however DIGIPH will be relieved of all other obligations under this Agreement.

12. Default. If either party is in default under this Agreement for a period of (a) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

13. Indemnity. City and DIGIPH each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. City represents that, to the best of its knowledge of any substance, chemical or waste (collectively, A "Substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. DIGIPH shall not introduce or use any such Substances on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by DIGIPH, City agrees promptly to execute and deliver to DIGIPH a recordable Memorandum of this Agreement in the form of Exhibit A; (d) This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements,

representations, promises or understandings between the parties.

Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party (g) City shall not assess or cause to be assessed any additional fee or taxes by virtue of the utilization of this form of agreement rather than a lease.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C, D, E & F.

**CITY: CITY OF WAVELAND**

Any amendments to this Agreement must be in writing and executed by both parties.

By: [Signature]

Its: Mayor

S.S./Tax No.: 64-6001207

Address: 301 COLEMAN AVE

WAVELAND, MS. 39576

Date: 9-20-99

See Exhibit          for continuation of City signatures.

Witness: [Signature]

Witness: Raguel Labontaine

**DIGIPH PCS, Inc.**

By: [Signature]

Its: President

Address: 851 S. Beltline Hwy., Suite 804, Mobile, AL 36606

Witness: [Signature]

Witness: Michelle Alford

This Document Prepared by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

Site Name: Waveland, Mississippi

PCS Site Agreement

Site I.D.: MT-045

**Site Description**

Site situated in the City of : Waveland County of : Hancock State of : Mississippi commonly described as:

Sketch or Description of Site:

City's Initials   
DIGIPH Initials 

Note: City and DIGIPH may, at DIGIPH's option, replace this Exhibit with an exhibit setting forth the



legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

**EXHIBIT C**

Site Name: Waveland, Mississippi PCS Site Agreement Site I.D. : MT-045

**Subordination and Non-Disturbance**

The foregoing Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, City will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement, and City will cooperate with DIGIPH PCS, Inc., its successor and assigns, toward such end to the extent that such cooperation does not cause City additional financial liability or administrative expense.

*The obtaining of a non-disturbance agreement is a material inducement to DIGIPH PCS, Inc., making, executing and delivering this Agreement. Consequently, if City is unable to obtain from the holder of any such mortgage or deed of trust a non-disturbance agreement on or before the earlier of (i) 90 days after City executes this Agreement or (ii) the issuance of the building permit for installation of the PCS or (iii) unless otherwise specified in writing by DIGIPH PCS, Inc., DIGIPH PCS, Inc., may terminate this Agreement by notice to City without further liability.*

City Initials AKR  
DIGIPH PCS, Inc. Initials DLG

EXHIBIT D

Site Name: Waveland, MS

PCS Site Agreement

Site I.D. : MT-045

Insurance

DIGIPH shall at all times during the Lease term, and any renewals thereof, maintain in full force and effect insurance coverage to include comprehensive general liability insurance in a standard form generally in use in the State of Mississippi. The insurance must be placed with insurance companies authorized to do business in the State of Mississippi. The coverage that DIGIPH shall maintain shall include the following:

- (1) DIGIPH, at its own expense, shall maintain during the term of this Lease a policy of Comprehensive General Liability Insurance in a Combined Single Limit of TWO MILLION DOLLARS AND NO/100 (\$2,000,000) Bodily Injury (including Loss of Life), and Property Damage liabilities arising in any one occurrence. Such insurance shall name City as an additional insured for the full amount of the insurance herein required and a certificate of insurance shall be delivered to the City by DIGIPH on or before the Commencement Date and upon renewal of said insurance;
- (2) DIGIPH shall have the right to procure and maintain the insurance coverage as set forth in this section under a blanket policy or policies covering other property, provided that such blanket insurance policy or policies comply with the provisions and amounts of insurance in this section;
- (3) All such insurance shall be issued by a financially responsible company or companies licensed to do business in the State of Mississippi and authorized to issue such policy or policies and shall contain endorsements provided as follows: That any such insurance shall not be subject to cancellation, termination, or change except after Thirty (30) days prior written notice by mail to City and any lender having a lien on the Premises (provided notice of such lien has been given to DIGIPH and DIGIPH's insurance company) by the insurance company;
- (4) It is expressly understood and agreed between the parties that any insurance proceeds paid as a result of damage to the personal property of DIGIPH shall be the exclusive property of DIGIPH; and
- (5) The City and DIGIPH hereby mutually covenant and agree to waive any right of subrogation which there may be against the other for any loss paid to them on the policy or policies carried on the property to the extent permitted the terms of the policy or policies.

City Initials

DIGIPH PCS, Inc. Initials DLK

**EXHIBIT E**

Site Name: Waveland, MS

PCS Site Agreement

Site I.D. : MT-045

**Taxes**

City agrees to pay any and all real property taxes, assessments and charges levied against the real property of which the Premises form a part, but DIGIPH shall be responsible for the payment of any and all taxes, assessments or charges specifically and separately levied against DIGIPH's PCS System facility, if any.

DIGIPH shall promptly pay to City any increases in ad valorem taxes, if any, due solely to the addition of DIGIPH's PCS System facility attached to the real property, upon written notification by City of said increased taxes applicable to the Premises, due solely as a result of DIGIPH's PCS System facility. If requested by DIGIPH, City shall provide documentation from appropriate officials reflecting said increased taxes and DIGIPH's proportional share. DIGIPH shall thereafter pay to City, an annual lump sum payment representing DIGIPH's proportional share of the additional taxes. If City obtains an abatement of any such tax, City shall refund DIGIPH's proportional share of such abatement.

DIGIPH is only obligated for additional ad valorem taxes during the term of this lease agreement. DIGIPH's liability to pay additional ad valorem taxes as referred to in this section shall be prorated on the basis of a 365 day year to account for any fractional portion of a fiscal tax year included in the term of this lease agreement at its expiration or termination.

City Initials

DIGIPH PCS, Inc. Initials DLK

- k. Invoice 22-002-001 from Chiniche Engineering & Surveying in the amount of \$2,306.50 – Jackson Marsh Permitting.

# Invoice

Chiniche Engineering  
& Surveying

407 HWY 90  
Bay St. Louis, MS  
39520

2284676755

jason@jjc-eng.com



Date	6/26/2022
Invoice #	22-002-001

Bill To
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City of Waveland Atten: Tammy Fayard
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Project
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Jackson Marsh Permitting
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Item	Description	Serviced	Qty	Rate	Amount
Engineer Intern	Waveland Drainage	5/31/2022	2	95.00	190.00
Drafting	Drafted Waveland Drainage Imp Exhibit	5/31/2022	2	75.00	150.00
Engineer Intern	Waveland Drainage	6/6/2022	0.5	95.00	47.50
Engineer Intern	Waveland Drainage	6/7/2022	2.5	95.00	237.50
Engineer Intern	Waveland Drainage	6/8/2022	1.5	95.00	142.50
Engineer Intern	Waveland Drainage	6/9/2022	3.5	95.00	332.50
Principal	waveland drainage jackson marsh	6/16/2022	2	162.00	324.00
Engineer Intern	Waveland Drainage	6/22/2022	0.5	95.00	47.50
Senior Project Manager	Waveland Citywide Drainage	6/23/2022	1	145.00	145.00
Engineer Intern	Waveland Drainage	6/23/2022	3	95.00	285.00
Principal	Project coordination	6/24/2022	2.5	162.00	405.00

3% Transaction fee for all credit/debit payments.  
1% Service Charge on all accounts over 30 days

<b>Balance Due</b>	\$2,306.50
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1. Invoice 22-003-001 from Chiniche Engineering & Surveying in the amount of \$2,918.44 – Drainage Culvert Tops.

Chiniche Engineering  
& Surveying  
407 HWY 90  
Bay St. Louis, MS  
39520



# Invoice

Date	6/26/2022
Invoice #	22-003-001

2284676755

jason@ijc-eng.com

Bill To
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City of Waveland Atten: Tammy Fayard
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Project
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Drainage Culvert Topo
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Item	Description	Serviced	Qty	Rate	Amount
Professional Surveyor	Waveland Drainage-Made KMZ	5/31/2022	1	120.00	120.00
Drafting	Imported culvert & drain inlets points for St. Joseph-added house footprint	6/7/2022	0.5	75.00	37.50
Two Man Survey Crew	St. Joseph Culvert	6/8/2022	1	175.00	175.00
Drafting	Imported culvert & drain inlets points for St. Joseph-added house footprint	6/9/2022	2	75.00	150.00
Professional Surveyor	St. Joseph St-reshot catch basin and inv's made ws	6/13/2022	0.5	120.00	60.00
Drafting	Imported culvert and drain inlets points for St. Joseph St. added house footprint	6/13/2022	5	75.00	375.00
Two Man Survey Crew	St. Joseph	6/13/2022	0.5	175.00	87.50
Professional Surveyor	St. Joseph St-reshot catch basin and inv's made ws	6/14/2022	0.5	12.00	6.00
Engineer Intern	Waveland drainage culvert crossing count	6/15/2022	8.5	95.00	807.50
Drafting	Waveland Drainage-Created tax map with road names for Emily culvert spreadsheet	6/15/2022	1	75.00	75.00
Engineer Intern	Main Drain TOPO Survey	6/16/2022	2	95.00	190.00
Senior Project Manager	Main Drain TOPO Survey	6/22/2022	1	145.00	145.00
Senior Project Manager	Main Drain TOPO Survey	6/23/2022	1	145.00	145.00
Principal	project coordination	6/23/2022	1	165.00	165.00
Plan Reproduction	map scanning and printing	6/23/2022	1	379.94	379.94

3% Transaction fee for all credit/debit payments.  
1% Service Charge on all accounts over 30 days

<b>Balance Due</b>	<b>\$2,918.44</b>
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m. Spread on the minutes the following Tidelands Application's for FY 2024 and authorize the Mayor's signature thereon:

1. Beach Front Pavilions in the amount of \$225,000.00.
2. Marina Planning Assistance in the amount of \$350,000.00.
3. Hydration Stations FY24 in the amount of \$100,000.00

**END CONSENT AGENDA**



1. Beach Front Pavilions in the amount of \$225,000.00.



ENHANCE \* PROTECT \* CONSERVE

# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

Public Access     Managed Project

Official Use Only

Project Number: \_\_\_\_\_

Average Merit Score: \_\_\_\_\_

Requesting Agency: \_\_\_\_\_

## PROJECT SUMMARY

**1. Title of Project:** *red outlines indicate required fields*  
Pavilions

**2. Location of Project:**  
City of Waveland on Beach Boulevard at Sears Avenue, Waveland Avenue, Vacation Lane

**3. Requesting Agency**  
City of Waveland

**3.a Select your Office (DMR Applicants Only)**

**4. Requesting Agency Representative:**

**a. Name:** Mayor Mike Smith

**b. Phone:** 228-467-4134

**c. Fax:** 228-467-3177

**d. Address:** PO Box 539, Waveland, MS 39576

**e. Email:** msmith@waveland-ms.gov

**5. Project Manager:**

**a. Name:** Mayor Mike Smith

**b. Phone:** 228-467-4134

**c. Fax:** 228-467-3177

**d. Address:** PO Box 539, Waveland, MS 39576

**e. Email:** msmith@waveland-ms.gov

**6. Funding Requested:**  
\$ 225,000.00

**6a. Requested Funding for Required Match:**

**6b. Amount Above Matching Funds:**

**7. Matching Funds:**

**8. Source of Matching Funds:**

**9. Total Project Funds**  
\$ 225,000.00

### Joint Project Information

Is this a Joint Project?

Yes  No

If yes, enter the agency:

**Other Agency's Contact:**



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### PROJECT SUMMARY

**? 10. Provide Brief Project Description/Overview:**

Provide pavilions for shade and for small gatherings along the beach.

**? 11. LIST Project Goals/Objectives:**

The goal of the project is to provide areas where the public can access shade and for areas where small gatherings can hold meetings, birthday parties, educational events, etc.

**? 12. LIST Project Benefits:**

The project will benefit the City by providing amenities that will make visiting the beach in Waveland more convenient and user friendly. Three pavilions are proposed so that multiple groups can hold events without scheduling conflicts.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### PROJECT SUMMARY

**? 13. LIST Project Tasks:**

- 1) Survey for design purposes
- 2) Preliminary design
- 3) Permitting
- 4) Final Design and Construction

**? 14. Project Timetable/Milestones:**

- 1) Survey for design purposes (January 2024)
- 2) Preliminary design (January- March 2024)
- 3) Permitting (March-May 2024)
- 4) Final Design and Construction (June 2024-December 2024)

**? 15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)**

N/A

**? 16. Project Timing:**

- Short-term (3 years or less)       Deferred/long-term (3 – 5 years)



## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### APPLICATION SUMMARY QUESTIONNAIRE

? 17. Is this a Multi-Phase Project?  Yes  No

18. Is any part of this project located on private property?  Yes  No

19. Is there an existing lease between the requesting agency and property owner?  Yes  No

20. If required, are the plans approved by the DMR Permitting Office?  Yes  No

? 21. Will this project enhance an existing water-dependent activity?  Yes  No  
Identify the activity:

The project will enhance visits to the Waveland beach.

? 22. Does this project coordinate with other existing or planned projects?  Yes  No  
Identify the project(s):

? 23. Will this project involve impacting, filling, or dredging coastal wetlands?  Yes  No  
If yes, what acreage:

? 24. Identify the constituency or interest group(s) which this project will serve:

The project will serve the visitors, citizens and tourists, who frequent the Waveland beach.

? 25. Identify the service that this project will provide to the group(s) identified in 24:

Visitors to the beach will be able to access shade and have areas where small gatherings can hold meetings, birthday parties, educational events, etc.



ENHANCE • PROTECT • CONSERVE

# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### APPLICATION SUMMARY QUESTIONNAIRE

**?** 26. Project Category:  
(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

**?** 27. Current status of architectural/  
engineering plans & specifications  
for this project (if applicable):  
(check one from each group)

- Group 1:
- Completed
  - In Progress
  - Ready to Bid
  - Other (identify)

Not started

- Group 2:
- Paid for
  - Funds budgeted
  - Funds not budgeted

**?** 28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

**?** 29. Have other State or Federal funding  
sources been identified for the project?

- Yes
- No

If yes, identify:

**?** 30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project enhances the experience that visitors to the beach will have by making additional amenities available that increase the activities that can be conducted at the beach and in the natural environment.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### APPLICATION SUMMARY

**?** 31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The goal of the project is to provide areas where the public can access shade and for areas where small gatherings can hold meetings, birthday parties, educational events, etc. This project enhances the experience that visitors to the beach will have by making additional amenities available that increase the activities that can be conducted at the beach and in the natural environment.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

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## APPLICATION SUMMARY

32. Estimated number of years to completion:

33. Estimated Completion Date:

34. Prioritize if your agency has submitted multiple projects

### 35. SIGNATURES

Project Manager:    
Signature Date

Requesting Agency Representative:    
Signature Date

36. Attach project schematics or drawings as appropriate

\*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO [tidelandsapp@dmr.ms.gov](mailto:tidelandsapp@dmr.ms.gov)



\*\*Before submitting application, please make sure to complete the Budget form on page 8.





## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### BUDGET

	<b>?</b>	<b>?</b>	<b>?</b>	<b>?</b>	<b>?</b>	
<b>Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	25000					\$ 25,000.00
Legal						\$ 0.00
Consulting	25000					\$ 25,000.00
Construction	150000					\$ 150,000.00
Site Work	25000					\$ 25,000.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
<b>Total</b>	\$ 225,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 225,000.00

<b>Funding Sources</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
*Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
**Tidelands Funding Awarded	225000					\$ 225,000.00
***Federal Grants Funding						\$ 0.00
***FEMA Funding						\$ 0.00
***MEMA Funding						\$ 0.00
***CDBG Funding						\$ 0.00
***In-Kind Donations						\$ 0.00
***Other						\$ 0.00
<b>Total</b>	\$ 225,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 225,000.00

**Instructions:**

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. \*This should be completed only if you plan to reallocate existing funds to this project.
5. \*\*This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. \*\*\*Refer only to matching funds secured for this project.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### LEGISLATIVE SUMMARY

**1. Title of Project:**

Pavilions

**2. Location of Project:**

City of Waveland on Beach Boulevard at Sears Avenue, Waveland Avenue, Vacation Lane

**3. Requesting Agency:**

City of Waveland

**6. Funding Requested:**

\$ 225,000.00

**7. Matching Funds:**

**8. Source of Matching Funds:**

**9. Total Project Funds:**

\$ 225,000.00

**10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.**

The goal of the project is to provide areas where the public can access shade and for areas where small gatherings can hold meetings, birthday parties, educational events, etc. This project enhances the experience that visitors to the beach will have by making additional amenities available that increase the activities that can be conducted at the beach and in the natural environment.

2. Marina Planning Assistance in the amount of \$350,000.00.



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# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

Public Access     Managed Project

Official Use Only

Project Number: \_\_\_\_\_

Average Merit Score: \_\_\_\_\_

Requesting Agency: \_\_\_\_\_

### PROJECT SUMMARY

**1. Title of Project:** *red outlines indicate required fields*  
Marina Planning Assistance/Permitting

**2. Location of Project:**  
Beachfront in Waveland, south of Coleman Avenue

**3. Requesting Agency**  
City of Waveland

**3.a Select your Office (DMR Applicants Only)**

**4. Requesting Agency Representative:**

**a. Name:** Mayor Mike Smith

**b. Phone:** 228-467-4134

**c. Fax:** 228-467-3177

**d. Address:** PO Box 539, Waveland, MS 39576

**e. Email:** msmith@waveland-ms.gov

**5. Project Manager:**

**a. Name:** Mayor Mike Smith

**b. Phone:** 228-467-4134

**c. Fax:** 228-467-3177

**d. Address:** PO Box 539, Waveland, MS 39576

**e. Email:** msmith@waveland-ms.gov

**6. Funding Requested:**  
\$ 350,000.00

**6a. Requested Funding for Required Match:**

**6b. Amount Above Matching Funds:**

**7. Matching Funds:**

**8. Source of Matching Funds:**

**9. Total Project Funds**  
\$ 350,000.00

#### Joint Project Information

Is this a Joint Project?

Yes  No

If yes, enter the agency:

**Other Agency's Contact:**



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# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### PROJECT SUMMARY

#### ? 10. Provide Brief Project Description/Overview:

The purpose of the project is to further the design and planning process for construction of a boat launch and marina on the waterfront in Waveland. The project will prepare 100% design documents for construction of a boat launch and marina. The City of Waveland is the only coastal city that does not have a venue for direct access for boaters within the City.

#### ? 11. LIST Project Goals/Objectives:

The goal of the project is to provide construction ready documents for the boat launch and marina.

#### ? 12. LIST Project Benefits:

The project will benefit the City by providing final design for a project that the City has planned for many years and will allow the City to proceed to construction.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### PROJECT SUMMARY

**? 13. LIST Project Tasks:**

1) Final Design and production of plans sufficient for construction.

**? 14. Project Timetable/Milestones:**

1) Final Design (June 2024-December 2024)

**? 15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)**

2023 - \$350,000

**? 16. Project Timing:**

Short-term (3 years or less)

Deferred/long-term (3 – 5 years)



## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### APPLICATION SUMMARY QUESTIONNAIRE

? 17. Is this a Multi-Phase Project?  Yes  No

18. Is any part of this project located on private property?  Yes  No

19. Is there an existing lease between the requesting agency and property owner?  Yes  No

20. If required, are the plans approved by the DMR Permitting Office?  Yes  No

? 21. Will this project enhance an existing water-dependent activity?  Yes  No

Identify the activity:

The project will help the City bring to fruition a project that will provide access to the waters of the Mississippi Sound without having to travel to neighboring communities.

? 22. Does this project coordinate with other existing or planned projects?  Yes  No

Identify the project(s):

This project coordinates with other water front amenities within the City.

? 23. Will this project involve impacting, filling, or dredging coastal wetlands?  Yes  No

If yes, what acreage:

? 24. Identify the constituency or interest group(s) which this project will serve:

The project will serve the boaters and other visitors who desire a local access to the waters off of Waveland beach.

? 25. Identify the service that this project will provide to the group(s) identified in 24:

The project will provide the necessary design documents for construction of the planned boat launch and marina.



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# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### APPLICATION SUMMARY QUESTIONNAIRE

- ?** 26. Project Category:  
(more than one may apply)
- Conservation
  - Reclamation
  - Preservation
  - Acquisition
  - Education
  - Public Access
  - Public Improvement
  - Other (Identify)

- ?** 27. Current status of architectural/  
engineering plans & specifications  
for this project (if applicable):  
(check one from each group)

- Group 1:
- Completed
  - In Progress
  - Ready to Bid
  - Other (identify)

Not started

- Group 2:
- Paid for
  - Funds budgeted
  - Funds not budgeted

- ?** 28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

- ?** 29. Have other State or Federal funding  
sources been identified for the project?

- Yes
- No

If yes, identify:

- ?** 30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project allows the City to enhance the ability for the public to access the nearby and offshore waters of the Mississippi Sound.





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## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### APPLICATION SUMMARY

- ?** 31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The purpose of the project is to further the design and planning process for construction of a boat launch and marina on the waterfront in Waveland. The project will prepare 100% design documents for construction of a boat launch and marina. This project allows the City to enhance the ability for the public to access the nearby and offshore waters of the Mississippi Sound.



ENHANCE • PROTECT • CONSERVE

# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

## APPLICATION SUMMARY

32. Estimated number of years to completion:

33. Estimated Completion Date:

34. Prioritize if your agency has submitted multiple projects

### 35. SIGNATURES

Project Manager:    
Signature Date

Requesting Agency Representative:    
Signature Date

36. Attach project schematics or drawings as appropriate

\*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO [tidelandsapp@dmr.ms.gov](mailto:tidelandsapp@dmr.ms.gov)



\*\*Before submitting application, please make sure to complete the Budget form on page 8.



## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### BUDGET

Category	? Year 1	? Year 2	? Year 3	? Year 4	? Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering						\$ 0.00
Legal						\$ 0.00
Consulting	350000					\$ 350,000.00
Construction						\$ 0.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
<b>Total</b>	\$ 350,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 350,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
**Tidelands Funding Awarded	350000					\$ 350,000.00
***Federal Grants Funding						\$ 0.00
***FEMA Funding						\$ 0.00
***MEMA Funding						\$ 0.00
***CDBG Funding						\$ 0.00
***In-Kind Donations						\$ 0.00
***Other						\$ 0.00
<b>Total</b>	\$ 350,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 350,000.00

**Instructions:**

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. \*This should be completed only if you plan to reallocate existing funds to this project.
5. \*\*This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. \*\*\*Refer only to matching funds secured for this project.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### LEGISLATIVE SUMMARY

**1. Title of Project:**

Marina Planning Assistance/Permitting

**2. Location of Project:**

Beachfront in Waveland, south of Coleman Avenue

**3. Requesting Agency:**

City of Waveland

**6. Funding Requested:**

\$ 350,000.00

**7. Matching Funds:**

**8. Source of Matching Funds:**

**9. Total Project Funds:**

\$ 350,000.00

**10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.**

The purpose of the project is to further the design and planning process for construction of a boat launch and marina on the waterfront in Waveland. The project will prepare 100% design documents for construction of a boat launch and marina. This project allows the City to enhance the ability for the public to access the nearby and offshore waters of the Mississippi Sound.

3. Hydration Stations FY24 in the amount of \$100,000.00



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# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

Public Access     Managed Project

Official Use Only

Project Number: \_\_\_\_\_

Average Merit Score: \_\_\_\_\_

Requesting Agency: \_\_\_\_\_

## PROJECT SUMMARY

**1. Title of Project:** *red outlines indicate required fields*  
Hydration Stations

**2. Location of Project:**  
City of Waveland on Beach Boulevard at Sears Avenue, Waveland Avenue, Nicholson Avenue and at the Volleyball Court.

**3. Requesting Agency**  
City of Waveland

**3.a Select your Office (DMR Applicants Only)**  
\_\_\_\_\_

**4. Requesting Agency Representative:**

**a. Name:** Mayor Mike Smith

**b. Phone:** 228-467-4134

**c. Fax:** 228-467-3177

**d. Address:** PO Box 539, Waveland, MS 39576

**e. Email:** msmith@waveland-ms.gov

**5. Project Manager:**

**a. Name:** Mayor Mike Smith

**b. Phone:** 228-467-4134

**c. Fax:** 228-467-3177

**d. Address:** PO Box 539, Waveland, MS 39576

**e. Email:** msmith@waveland-ms.gov

**6. Funding Requested:**  
\$ 100,000.00

**6a. Requested Funding for Required Match:**  
\_\_\_\_\_

**6b. Amount Above Matching Funds:**  
\_\_\_\_\_

**7. Matching Funds:**  
\_\_\_\_\_

**8. Source of Matching Funds:**  
\_\_\_\_\_

**9. Total Project Funds**  
\$ 100,000.00

### Joint Project Information

Is this a Joint Project?

Yes  No

If yes, enter the agency:

\_\_\_\_\_

Other Agency's Contact:

\_\_\_\_\_



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### PROJECT SUMMARY

#### ? 10. Provide Brief Project Description/Overview:

Provide drinking water fountain and shower station at four locations along Beach Boulevard so that visitors to the beach can hydrate and wash sand off easily.

#### ? 11. LIST Project Goals/Objectives:

The goal of the project is to provide additional amenities at the beach.

#### ? 12. LIST Project Benefits:

The project will benefit the City by providing amenities that will make visiting the beach in Waveland more convenient and user friendly.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### PROJECT SUMMARY

**? 13. LIST Project Tasks:**

- 1) Survey for design purposes
- 2) Preliminary design
- 3) Permitting
- 4) Final Design and Installation

**? 14. Project Timetable/Milestones:**

- 1) Survey for design purposes (January 2024)
- 2) Preliminary design (January- March 2024)
- 3) Permitting (March-May 2024)
- 4) Final Design and Installation (June 2024-October 2024)

**? 15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)**

N/A

**? 16. Project Timing:**



Short-term (3 years or less)



Deferred/long-term (3 – 5 years)





## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### APPLICATION SUMMARY QUESTIONNAIRE

? 17. Is this a Multi-Phase Project?  Yes  No

18. Is any part of this project located on private property?  Yes  No

19. Is there an existing lease between the requesting agency and property owner?  Yes  No

20. If required, are the plans approved by the DMR Permitting Office?  Yes  No

? 21. Will this project enhance an existing water-dependent activity?  Yes  No  
Identify the activity:

The project will enhance visits to the Waveland beach.

? 22. Does this project coordinate with other existing or planned projects?  Yes  No  
Identify the project(s):

? 23. Will this project involve impacting, filling, or dredging coastal wetlands?  Yes  No  
If yes, what acreage:

? 24. Identify the constituency or interest group(s) which this project will serve:

The project will serve the visitors, citizens and tourists, who frequent the Waveland beach.

? 25. Identify the service that this project will provide to the group(s) identified in 24:

Visitors to the beach will be able to obtain drinking water and freshen up before packing up to go home.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### APPLICATION SUMMARY QUESTIONNAIRE

**?** 26. Project Category:  
(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

**?** 27. Current status of architectural/  
engineering plans & specifications  
for this project (if applicable):  
(check one from each group)

- Group 1:
- Completed
  - In Progress
  - Ready to Bid
  - Other (identify)

Not started

- Group 2:
- Paid for
  - Funds budgeted
  - Funds not budgeted

**?** 28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

**?** 29. Have other State or Federal funding  
sources been identified for the project?

- Yes
- No

If yes, identify:

**?** 30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project enhances the experience that visitors to the beach will have by making basic amenities of drinking water and wash stations available at several locations.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### APPLICATION SUMMARY

- ?** 31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Provide drinking water fountain and shower station at four locations along Beach Boulevard so that visitors to the beach can hydrate and wash sand off easily. Visitors to the beach will be able to obtain drinking water and freshen up before packing up to go home. This project enhances the experience that visitors to the beach will have by making basic amenities of drinking water and wash stations available at several locations.



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# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

## APPLICATION SUMMARY

32. Estimated number of years to completion:

33. Estimated Completion Date:

34. Prioritize if your agency has submitted multiple projects

.....


### 35. SIGNATURES

Project Manager:    
Signature Date

Requesting Agency Representative:    
Signature Date

36. Attach project schematics or drawings as appropriate

\*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO [tidelandsapp@dmr.ms.gov](mailto:tidelandsapp@dmr.ms.gov) 

\*\*Before submitting application, please make sure to complete the Budget form on page 8.



## MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

### BUDGET

	<b>?</b>	<b>?</b>	<b>?</b>	<b>?</b>	<b>?</b>	
<b>Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	25000					\$ 25,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	75000					\$ 75,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
<b>Total</b>	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000.00

<b>Funding Sources</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
*Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
**Tidelands Funding Awarded	100000					\$ 100,000.00
***Federal Grants Funding						\$ 0.00
***FEMA Funding						\$ 0.00
***MEMA Funding						\$ 0.00
***CDBG Funding						\$ 0.00
***In-Kind Donations						\$ 0.00
***Other						\$ 0.00
<b>Total</b>	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000.00

**Instructions:**

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. \*This should be completed only if you plan to reallocate existing funds to this project.
5. \*\*This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. \*\*\*Refer only to matching funds secured for this project.



# MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

## Request for Funding FY2024

### LEGISLATIVE SUMMARY

**1. Title of Project:**

Hydration Stations

**2. Location of Project:**

City of Waveland on Beach Boulevard at Sears Avenue, Waveland Avenue, Nicholson Avenue and at the Volleyball Court.

**3. Requesting Agency:**

City of Waveland

**6. Funding Requested:**

\$ 100,000.00

**7. Matching Funds:**

**8. Source of Matching Funds:**

**9. Total Project Funds:**

\$ 100,000.00

**10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.**

Provide drinking water fountain and shower station at four locations along Beach Boulevard so that visitors to the beach can hydrate and wash sand off easily. Visitors to the beach will be able to obtain drinking water and freshen up before packing up to go home. This project enhances the experience that visitors to the beach will have by making basic amenities of drinking water and wash stations available at several locations.

14. Motion to approve the Docket of Claims paid and unpaid in the amount of \$662,922.38 dated July 5, 2022, as submitted.

DOCKET		*-----INVOICE-----*							
NUMBER	*-----*	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
7251	2059	CHINICHE ENGINEERING & SURVEYI	22-0023	05/31/2022	3,115.00				
	313-574-603	PROF SERVICES-ENGINE	DRAINAGE DATA GATHERING				3,115.00	3,115.00	50,000.00
7252	909	CITY OF WAVELAND	4679	06/22/2022	197,754.14				
	400-000-135	DUE TO A/P PAY	DUE TO A/P PAY				197,754.14		
7253	909	CITY OF WAVELAND	4678	06/22/2022	10,448.80				
	101-000-135	DUE TO A/P PAY	DUE TO A/P PAY				10,448.80		
7254	909	CITY OF WAVELAND	4680	06/22/2022	137,021.88				
	200-000-135	DUE TO A/P PAY	DUE TO A/P PAY				137,021.88		
7255	909	CITY OF WAVELAND	4681	06/22/2022	276.22				
	099-000-135	DUE TO A/P PAY	DUE TO A/P PAY				276.22		
7256	909	CITY OF WAVELAND	4682	06/22/2022	29.66				
	105-000-135	DUE TO A/P CLEARING	DUE TO A/P CLEARING				29.66		
7257	237	COMPTON ENGINEERING, INC	221033005-8*	05/31/2022	2,250.00				
	102-573-780	INFRASTRUCTURE	HANDICAP BEACH ACCESS				2,250.00	2,250.00	450,000.00
7258	156	HANCOCK COUNTY CHAMBER OF COMM	JUNE 2022	06/24/2022	1,250.00				
	001-140-616	DUES, MEMBERSHIP, SU	MEMBERSHIP				1,250.00	1,250.00	3,000.00
7259	1688	PAYROLL CLEARING	4674	06/30/2022	142,483.52				
	001-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND				142,483.52		
7260	1688	PAYROLL CLEARING	4675	06/30/2022	73.15				
	103-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND				73.15		
7261	1688	PAYROLL CLEARING	4676	06/30/2022	23,269.68				
	400-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND				23,269.68		
7262	2033	PERDIDO BEACH RESORT	JUNE 2022	06/22/2022	258.77				
	400-700-614	TRAVEL - LODGING	1 NIGHT STAY - TUESDAY 7/5				258.77	258.77	4,800.00
TOTAL >>>						518,230.82	518,230.82		



VELAND  
PAID CLAIMS

DATE: 07/05/2022

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<del>DOCUMENT</del>		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				313-000-000			3,115.00		
				400-000-000			221,282.59		
				101-000-000			10,448.80		
				200-000-000			137,021.88		
				099-000-000			276.22		
				105-000-000			29.66		
				102-000-000			2,250.00		
				001-000-000			143,733.52		
				103-000-000			73.15		

DOCKET		*-----INVOICE-----*						
NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
7263	1617 AFFORDABLE COMPUTER SOLUTIONS	402	06/27/2022	663.15				
	001-140-697 COMPUTER SERVICES	DELL OPTIPLEX 5080			583.15	5,920.65	18,000.00	
	001-140-697 COMPUTER SERVICES	OFFICE 2019 PROFESSIONAL P			80.00	6,000.65	18,000.00	
7264	1215 ALTERNATIVE SENTENCING & ARRES	921	06/09/2022	140.00				
	001-200-682 DRUG TESTING - PRE-E	1 POLICE DEPT DRUG TEST			35.00	35.00	500.00	
	001-115-682 DRUG TESTING - PRE-E	1 COURT DEPT DRUG TEST			35.00	35.00		
	001-260-682 DRUG TESTING - PRE-E	2 FIRE DEPT DRUG TEST			70.00	70.00	300.00	
7265	1769 AT&T	4210741701	06/11/2022	872.58				
	001-140-605 TELEPHONE	INTERNET MANAGED ROUTER			174.52	3,880.17	17,000.00	
	001-260-605 TELEPHONE	INTERNET MANAGED ROUTER			174.52	3,334.21	15,000.00	
	001-200-605 TELEPHONE	INTERNET MANAGED ROUTER			174.52	4,397.83	21,075.00	
	001-280-605 TELEPHONE	INTERNET MANAGED ROUTER			174.51	2,266.38	5,240.00	
	400-710-605 TELEPHONE	INTERNET MANAGED ROUTER			174.51	2,323.57	8,606.00	
7266	1769 AT&T	4230741707	06/11/2022	1,685.26				
	001-140-605 TELEPHONE	SWITHCED ETHERNET			337.06	4,217.23	17,000.00	
	001-260-605 TELEPHONE	SWITHCED ETHERNET			337.05	3,671.26	15,000.00	
	001-200-605 TELEPHONE	SWITHCED ETHERNET			337.05	4,734.88	21,075.00	
	001-280-605 TELEPHONE	SWITCHED ETHERNET			337.05	2,603.43	5,240.00	
	400-710-605 TELEPHONE	SWITCHED ETHERNET			337.05	2,660.62	8,606.00	
7267	1792 BAYOU CADDY TRUCKING	9505	06/17/2022	1,350.00				
	001-301-599 MAINT SUPPLIES - ROA	LOADS CRUSHED CONCRETE			1,350.00	30,228.20	50,000.00	
7268	1812 BENVENUTTI ELECTRICAL APPARATU	33196	06/16/2022	4,816.00				
	400-726-637 REPAIRS & MAINTENANC	PUMP REPAIR FOR LS #10			4,816.00	14,602.38	100,000.00	
7269	1298 C SPIRE WIRELESS	JUNE 2022	06/18/2022	1,117.30				
	001-280-606 CELLPHONE	BEAUTIFICATION 216-5575			51.63	464.67	1,275.00	
	001-550-606 CELLPHONE	PARKS DEPARTMENT 216-9471			51.63	258.15		
	001-200-606 CELLPHONE	ANIMAL CONTROL 216-5934			51.63	1,773.67	5,005.00	
	001-280-606 CELLPHONE	BUILDING INSPECTION 216-12			51.63	516.30	1,275.00	
	001-140-606 CELLPHONE	DEPUTY CLERK 304-7920			51.63	496.19	1,800.00	
	001-200-606 CELLPHONE	POLICE DEPT 216-0078			47.36	1,821.03	5,005.00	
	001-200-606 CELLPHONE	POLICE DEPT 216-0627			47.36	1,868.39	5,005.00	
	001-200-606 CELLPHONE	POLICE DEPT 216-2360			47.36	1,915.75	5,005.00	
	001-200-606 CELLPHONE	POLICE DEPT 216-3810			47.36	1,963.11	5,005.00	
	001-200-606 CELLPHONE	POLICE DEPT 216-6423			47.36	2,010.47	5,005.00	
	001-200-606 CELLPHONE	POLICE DEPT 216-2973			47.36	2,057.83	5,005.00	
	001-200-606 CELLPHONE	POLICE DEPT 493-3703			47.36	2,105.19	5,005.00	
	001-301-606 CELLPHONE	MECHANIC 216-9243			51.63	438.96	650.00	
	400-722-606 CELLPHONE	UTILITY 216-7816			51.63	323.75	600.00	
	400-710-606 CELL PHONE	METER READER 234-7842			51.63	615.40	1,632.00	
	400-700-606 CELLPHONE	PUBLIC WORKS MANAGER 216-2			47.36	236.80	700.00	
	400-710-606 CELL PHONE	UTILITY DPT SUPERV 216-530			48.86	664.26	1,632.00	
	400-710-606 CELL PHONE	METER READER IPAD 493-8029			34.33	698.59	1,632.00	
	001-301-606 CELLPHONE	STREET DEPT 493-1451			35.75	474.71	650.00	
	400-722-606 CELLPHONE	SEWER SPECIALIST 216-9265			48.86	372.61	600.00	
	400-722-606 CELLPHONE	PW IPAD 216-7502			17.84	390.45	600.00	

DOCKET		*-----INVOICE-----*							
NUMBER	*-----*	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		001-200-606	CELLPHONE	POLICE DEPARTMENT	493-5798		47.36	2,152.55	5,005.00
		001-140-606	CELLPHONE	COMPTROLLER	216-4899		51.63	547.82	1,800.00
		001-140-606	CELLPHONE	TEMPORARY LINE			40.75	588.57	1,800.00
7270		2076	CITY OF HORN LAKE	JUNE 2022	06/27/2022	138.00			
		001-140-570	OTHER SUPPLIES & MAT	JACKETS			108.00	206.82	2,000.00
		001-140-570	OTHER SUPPLIES & MAT	SHIPPING			30.00	236.82	2,000.00
7271		713	COAST CHLORINATOR AND PUMP CO.	74381	06/13/2022	3,000.00			
		400-724-601	PROFESSIONAL SERVICE	SERVICE CONTRACT	MAY 2022		3,000.00	9,000.00	36,000.00
7272		713	COAST CHLORINATOR AND PUMP CO.	74418	06/21/2022	1,080.00			
		400-722-637	REPAIRS & MAINTENANC	WATER LINE BREAK/GARDEN LA			600.00	14,244.33	69,000.00
		400-722-637	REPAIRS & MAINTENANC	VOC SAMPLE REQUIRED BY			240.00	14,484.33	69,000.00
		400-722-637	REPAIRS & MAINTENANC	INORGANIC SAMPLE			240.00	14,724.33	69,000.00
7273		14	COAST EPA	47505	06/10/2022	48.43			
		001-260-630	UTILITIES - ELECTRIC	9975614-001	HWY 90 SIREN		48.43	11,553.84	50,000.00
7274		14	COAST EPA	47513	06/13/2022	47.20			
		400-726-630	UTILITIES - ELECTRIC	635330-063	HOGAN ST. 520		47.20	18,877.73	79,000.00
7275		14	COAST EPA	47587	06/20/2022	7,277.85			
		400-724-630	UTILITIES - ELECTRIC	BALTIC WATER TOWER			107.16	13,938.63	57,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-004	BALTIC ST LS		128.17	19,005.90	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-005	HWY 90 LS		135.13	19,141.03	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330--008	ELAINE ST LS		58.24	19,199.27	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-010	RYAN ST LS		73.35	19,272.62	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-015	KMART SHOPPING		197.09	19,469.71	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-016	SYCAMORE/RUE DE		63.49	19,533.20	79,000.00
		001-301-634	UTILITIES - STREET &	635330-017	HOGAN/TABOR		56.99	63,908.98	215,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-018	HWY 90 FRNT CAR		53.43	19,586.63	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-019	HWY 90 460 LS		74.00	19,660.63	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-021	OST 909		445.00	20,105.63	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-022	RUE DE LASALLE/		58.74	20,164.37	79,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-027	OST 436		207.01	20,371.38	79,000.00
		001-301-634	UTILITIES - STREET &	635330-029	NICHOLSON/MCLAU		49.31	63,958.29	215,000.00
		001-301-634	UTILITIES - STREET &	635330-030	HWY 603 LIGHTS		69.91	64,028.20	215,000.00
		001-301-634	UTILITIES - STREET &	635330-031	HWY 603 9017		73.80	64,102.00	215,000.00
		001-301-634	UTILITIES - STREET &	635330-033	CITY WAVE LIGH		1,495.67	65,597.67	215,000.00
		001-301-634	UTILITIES - STREET &	635330-034	HWY 90 LIGHT 17		128.03	65,725.70	215,000.00
		001-301-634	UTILITIES - STREET &	635330-035	HWY 90 LIGHT 16		133.62	65,859.32	215,000.00
		001-301-634	UTILITIES - STREET &	635330-036	HWY 90/603 LIGH		79.16	65,938.48	215,000.00
		001-301-634	UTILITIES - STREET &	635330-037	HWY 90 LIGHT 21		59.88	65,998.36	215,000.00
		001-301-634	UTILITIES - STREET &	635330-038	COW HWY 90 & 60		51.86	66,050.22	215,000.00
		001-301-634	UTILITIES - STREET &	635330-039	HWY 90 LIGHT 19		92.29	66,142.51	215,000.00
		001-301-634	UTILITIES - STREET &	635330-041	CITY WAVE LIGHT		403.58	66,546.09	215,000.00
		001-301-634	UTILITIES - STREET &	635330-043	KILN WAVE CUTOFF		561.01	67,107.10	215,000.00
		001-301-634	UTILITIES - STREET &	635330-056	HWY 90/WALMART		74.41	67,181.51	215,000.00
		001-301-634	UTILITIES - STREET &	635330-057	HWY 90 NICHOLSO		77.93	67,259.44	215,000.00
		400-726-630	UTILITIES - ELECTRIC	635330-059	SUPERIOR ST		101.67	20,473.05	79,000.00

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		001-301-634	UTILITIES - STREET &	635330-064	CITY WAVE LIGHT		2,167.92	69,427.36	215,000.00
7276	14	COAST EPA		47631	06/24/2022	47.20			
		400-726-630	UTILITIES - ELECTRIC	635330-061	RANIER ST 5083		47.20	20,520.25	79,000.00
7277	14	COAST EPA		JUNE 2022	06/27/2022	177.69			
		001-301-634	UTILITIES - STREET &	HWY 90 LIGHTING 20			177.69	69,605.05	215,000.00
7278	1295	COASTAL HYDRAULICS		P22-170	06/28/2022	135.11			
		001-301-637	REPAIRS & MAINTENANC	O-RING		2.50		44,304.64	100,000.00
		001-301-637	REPAIRS & MAINTENANC	O-RING		2.50		44,307.14	100,000.00
		001-301-637	REPAIRS & MAINTENANC	O-RING		2.50		44,309.64	100,000.00
		001-301-637	REPAIRS & MAINTENANC	U-SEAL 1- 3/4" X 2-1/8: X		18.37		44,328.01	100,000.00
		001-301-637	REPAIRS & MAINTENANC	WIPER SEAL		11.28		44,339.29	100,000.00
		001-301-637	REPAIRS & MAINTENANC	SEAL		68.16		44,407.45	100,000.00
		001-301-637	REPAIRS & MAINTENANC	IRON PISTON RING		14.80		44,422.25	100,000.00
		001-301-637	REPAIRS & MAINTENANC	FREIGHT		15.00		44,437.25	100,000.00
7279	237	COMPTON ENGINEERING, INC		22101914	05/31/2022	1,987.50			
		130-140-698	ZETA DISASTER CONTRA	HURRICANE ZETA PROJECTS			1,987.50	19,231.06	
7280	237	COMPTON ENGINEERING, INC		2210201	05/31/2022	4,690.00			
		102-573-780	INFRASTRUCTURE	MARINA/BOAT LAUNCH			4,690.00	6,940.00	450,000.00
7281	237	COMPTON ENGINEERING, INC		221033001-15	05/31/2022	11,850.00			
		320-301-603	PROFESSIONAL SERV-EN	WAVELAND ROAD PAVING			11,850.00	28,897.57	300,000.00
7282	22	CONSOLIDATED PIPE & SUPPLY CO,		3723411	06/27/2022	2,415.00			
		400-722-570	OTHER SUPPLIES & MAT	HOSE NOZZLE FOR FIRE HYDRA			2,415.00	4,590.64	34,500.00
7283	22	CONSOLIDATED PIPE & SUPPLY CO,		3723413	06/27/2022	1,308.00			
		400-722-637	REPAIRS & MAINTENANC	4 IN. HYMAX CPLG			1,308.00	16,032.33	69,000.00
7284	22	CONSOLIDATED PIPE & SUPPLY CO,		3729194	06/27/2022	2,460.00			
		400-722-637	REPAIRS & MAINTENANC	1 IN CORP STOP			1,260.00	17,292.33	69,000.00
		400-722-637	REPAIRS & MAINTENANC	3/4 IN CORP STOP			1,200.00	18,492.33	69,000.00
7285	22	CONSOLIDATED PIPE & SUPPLY CO,		3729196	06/27/2022	900.00			
		400-726-570	OTHER SUPPLIES & MAT	28MM CAMERA - SELF LEVELIN			900.00	3,821.00	12,000.00
7286	152	DISCOUNT TIRE SPOT, INC		813406	06/17/2022	40.00			
		001-301-590	EQUIPMENT REPAIRS &	TUBE/MOUNT ON BIG DOG ZERO			40.00	1,720.14	30,000.00
7287	1410	E FIRE SOUTHERN		38391	06/13/2022	569.24			
		001-260-637	REPAIRS & MAINTENANC	FIRE ALARM COMMUNICATOR AT			569.24	7,142.15	40,000.00
7288	1071	EMPIRE TRUCK SALES, LLC		CE007109664	06/16/2022	171.02			
		001-301-637	REPAIRS & MAINTENANC	SELF ALIGNING CENTER BEARI			171.02	44,608.27	100,000.00
7289	15	FUELMAN OF MISSISSIPPI		NP62361874	06/20/2022	5,623.09			
		400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			987.88	6,659.61	15,500.00

DOCKET		*-----INVOICE-----*						
NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
001-301-525	FUEL	STREET DEPT VEHICLES		1,020.50		11,456.60	30,000.00	
001-260-525	FUEL	FIRE DEPT VEHICLES		464.46		4,217.08	13,000.00	
001-200-525	FUEL	POLICE DEPT VEHICLES		2,705.30		23,943.32	60,000.00	
001-550-525	FUEL	PARKS DEPT VEHICLES		132.41		1,107.97	3,000.00	
001-280-525	FUEL	BEAUTIFICATION		96.66		914.87	3,375.00	
400-710-525	FUEL	METER READER VEHICLE		86.25		923.28	2,800.00	
400-700-525	FUEL	PUBLIC WORKS MANAGER		76.31		557.80	1,400.00	
001-140-525	FUEL	CITY ADMIN		53.32		164.96	250.00	
7290	15 FUELMAN OF MISSISSIPPI	NP62385295	06/27/2022	5,249.98				
400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES		905.88		7,565.49	15,500.00	
001-301-525	FUEL	STREET DEPT VEHICLES		910.71		12,367.31	30,000.00	
001-260-525	FUEL	FIRE DEPT VEHICLES		435.61		4,652.69	13,000.00	
001-200-525	FUEL	POLICE DEPT VEHICLES		2,501.88		26,445.20	60,000.00	
001-550-525	FUEL	PARKS DEPT VEHICLES		133.92		1,241.89	3,000.00	
001-280-525	FUEL	BEAUTIFICATION		102.67		1,017.54	3,375.00	
400-710-525	FUEL	METER READER VEHICLE		93.25		1,016.53	2,800.00	
400-700-525	FUEL	PUBLIC WORKS MANAGER		76.46		634.26	1,400.00	
001-200-637	REPAIRS & MAINTENANC	OIL CHANGE		89.60		19,748.47	35,000.00	
7291	1580 GULF GUARANTY LIFE INSURANCE C	805145	03/25/2022	3,051.00				
601-000-109	HEALTH INSURANCE	GAP HEALTH COVERAGE - APRI		3,051.00				
7292	1580 GULF GUARANTY LIFE INSURANCE C	824765	04/19/2022	5,039.34				
601-000-109	HEALTH INSURANCE	GAP HEALTH COVERAGE - MAY		5,039.34				
7293	1580 GULF GUARANTY LIFE INSURANCE C	851563	05/16/2022	5,039.34				
601-000-109	HEALTH INSURANCE	GAP HEALTH COVERAGE - JUNE		5,039.34				
7294	1580 GULF GUARANTY LIFE INSURANCE C	883633	06/17/2022	5,231.76				
601-000-109	HEALTH INSURANCE	GAP HEALTH COVERAGE		5,231.76				
7295	687 HANCOCK COUNTY HUMAN RESOURCES	JUNE 2022	06/24/2022	3,000.00				
001-652-901	APPROPRIATION	APPROPRIATION		3,000.00		3,000.00		
7296	1956 HANNAH MCCRANEY	06272022	06/27/2022	1,100.00				
001-551-646	FACILITY CLEANING	CLEANING SERVICES-JUNE		1,100.00		4,400.00	5,000.00	
7297	2006 HAWKINS, INC.	6214966	06/02/2022	2,451.50				
400-724-570	OTHER SUPPLIES & MAT	12 BOTTLES CHLORINE		2,401.50		12,051.50	30,000.00	
400-724-570	OTHER SUPPLIES & MAT	FUEL SURCHARGE		50.00		12,101.50	30,000.00	
7298	595 HENDERSON FORD	82495	06/17/2022	2,455.72				
001-260-637	REPAIRS & MAINTENANC	ENG 4 NOT STARTING TROUBLE		750.72		7,892.87	40,000.00	
001-260-637	REPAIRS & MAINTENANC	LABOR		1,705.00		9,597.87	40,000.00	
7299	364 HOWARD SMITH EQUIPMENT SERVICE	00405012	06/27/2022	186.88				
001-260-637	REPAIRS & MAINTENANC	HIGH HEAT FITTINGS		60.00		9,657.87	40,000.00	
001-260-637	REPAIRS & MAINTENANC	HI TEMP HOSE		66.88		9,724.75	40,000.00	
001-260-637	REPAIRS & MAINTENANC	FREIGHT		60.00		9,784.75	40,000.00	

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
7300	105	HUBBARD'S HARDWARE,LLC		101322	06/20/2022	160.72			
	001-550-570	OTHER SUPPLIES & MAT	ROUNDUP				169.95	1,387.13	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	PHILLIP HEAD BIT				1.18	1,388.31	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	BIT EXTENSION				5.25	1,393.56	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	LONG PHILLIP BIT				1.25	1,394.81	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	SHORT PHILLIP BIT				.95	1,395.76	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	DISCOUNT				17.86-	1,377.90	7,700.00
7301	105	HUBBARD'S HARDWARE,LLC		101338	06/20/2022	194.04			
	001-550-570	OTHER SUPPLIES & MAT	CASES GATORADE				215.60	1,593.50	7,700.00
	001-550-570	OTHER SUPPLIES & MAT	DISCOUNT				21.56-	1,571.94	7,700.00
7302	105	HUBBARD'S HARDWARE,LLC		101377	06/21/2022	58.03			
	001-280-500	OFFICE SUPPLIES	BUNDLES OF STAKES				64.48	283.94	3,000.00
	001-280-500	OFFICE SUPPLIES	DISCOUNT				6.45-	277.49	3,000.00
7303	105	HUBBARD'S HARDWARE,LLC		101474	06/23/2022	18.45			
	400-722-637	REPAIRS & MAINTENANC	1/2 IN GRADE 8 BOLTS				5.00	18,497.33	69,000.00
	400-722-637	REPAIRS & MAINTENANC	WASHERS				5.70	18,503.03	69,000.00
	400-722-637	REPAIRS & MAINTENANC	LOCK WASHERS				1.60	18,504.63	69,000.00
	400-722-637	REPAIRS & MAINTENANC	LOCK NUTS				3.80	18,508.43	69,000.00
	400-722-637	REPAIRS & MAINTENANC	LARGE WASHERS				4.40	18,512.83	69,000.00
	400-722-637	REPAIRS & MAINTENANC	DISCOUNT				2.05-	18,510.78	69,000.00
7304	1315	INDEPENDENT ELEVATOR INSPECTIO		3615	06/17/2022	185.20			
	001-551-636	MAINT AGREEMNT - ELE	LIGHTHOUSE ELEVATOR INSPEC				185.20	185.20	4,400.00
7305	1042	KENTWOOD SPRINGS		062922	06/29/2022	83.85			
	001-140-642	RENTAL - MACHINERY &	ARTESIAN WATER DELIVERY				83.85	512.47	1,500.00
7306	1086	MAYLEY'S PEST CONTROL		96238	06/27/2022	47.50			
	400-722-601	PROFESSIONAL SERVICE	PW BUILDING				47.50	95.00	600.00
7307	1086	MAYLEY'S PEST CONTROL		96239	06/27/2022	47.50			
	001-571-636	MAINTENANCE AGREEMEN	CIVIC CENTER				47.50	694.88	2,950.00
7308	1086	MAYLEY'S PEST CONTROL		96240/96243	06/27/2022	99.75			
	001-260-636	MAINTENANCE AGREEMEN	CENTRAL FIRE				52.25	6,979.53	16,000.00
	001-260-636	MAINTENANCE AGREEMEN	COLEMAN FIRE DEPT				47.50	7,027.03	16,000.00
7309	1086	MAYLEY'S PEST CONTROL		96241	06/27/2022	57.00			
	001-200-636	MAINTENANCE AGREEMEN	POLICE DEPT				57.00	8,185.37	31,000.00
7310	1086	MAYLEY'S PEST CONTROL		96242	06/27/2022	57.00			
	001-140-636	MAINTENANCE AGREEMEN	CITY HALL				57.00	9,479.86	31,200.00
7311	448	MID SOUTH UNIFORM & SUPPLY		629683	06/17/2022	804.75			
	103-200-535	UNIFORMS	STINGER DS LED DC SMART CH				804.75	804.75	
7312	13	MISSISSIPPI POWER		JUNE 2022*	06/20/2022	25,887.13			
	400-726-630	UTILITIES - ELECTRIC	04538-00023 LOWER BAY RD L				66.92	20,587.17	79,000.00

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
400-726-630		UTILITIES - ELECTRIC		04717-34022	NICHOLSON AVE		160.06	20,747.23	79,000.00
400-726-630		UTILITIES - ELECTRIC		04806-9705	N CENTRAL AVE		110.61	20,857.84	79,000.00
400-726-630		UTILITIES - ELECTRIC		05530-39035	FELL ST LS #3		60.21	20,918.05	79,000.00
400-726-630		UTILITIES - ELECTRIC		07271-48021	COLEMAN AVE LS		444.28	21,362.33	79,000.00
400-726-630		UTILITIES - ELECTRIC		08943-41041	MARCUS DR LS #		75.15	21,437.48	79,000.00
001-550-630		UTILITIES - ELECTRIC		10235-47114	COLEMAN GAZEBO		28.68	3,707.35	16,500.00
001-260-630		UTILITIES - ELECTRIC		10531-55026	COLEMAN FIRE D		110.49	11,664.33	50,000.00
400-726-630		UTILITIES - ELECTRIC		10659-36068	N BEACH LS		117.94	21,555.42	79,000.00
400-726-630		UTILITIES - ELECTRIC		12482-89073	HERLIHY ST LS		67.83	21,623.25	79,000.00
400-726-630		UTILITIES - ELECTRIC		12579-83002	COMBEL ST LS		67.97	21,691.22	79,000.00
400-726-630		UTILITIES - ELECTRIC		13684-09028	TARANTO ST LS		134.46	21,825.68	79,000.00
400-726-630		UTILITIES - ELECTRIC		13732-09003	N BEACH BLVD L		106.81	21,932.49	79,000.00
400-726-630		UTILITIES - ELECTRIC		15941-48036	HWY 90 LS		348.81	22,281.30	79,000.00
400-726-630		UTILITIES - ELECTRIC		16599-84041	SEARS AVE LS		529.50	22,810.80	79,000.00
001-550-630		UTILITIES - ELECTRIC		16946-55001	PAVILLION		58.63	3,765.98	16,500.00
001-550-630		UTILITIES - ELECTRIC		18635-82059	502 CENTRAL		153.51	3,919.49	16,500.00
400-726-630		UTILITIES - ELECTRIC		18732-76022	VACTION LN LS		75.41	22,886.21	79,000.00
001-301-630		UTILITIES - ELECTRIC		19081-49003	GULFSIDE PW BL		425.93	2,352.34	8,700.00
001-301-634		UTILITIES - STREET &		19291-49006	GULFSIDE OD LI		10.09	69,615.14	215,000.00
400-724-630		UTILITIES - ELECTRIC		19711-49006	GULFSIDE WELL		1,040.33	14,978.96	57,000.00
400-726-630		UTILITIES - ELECTRIC		19921-49015	HARGETT ST LS		74.35	22,960.56	79,000.00
400-726-630		UTILITIES - ELECTRIC		20131-49027	THIRD ST LS #2		93.61	23,054.17	79,000.00
400-726-630		UTILITIES - ELECTRIC		21315-54028	SPRUCE ST LS #		114.39	23,168.56	79,000.00
001-571-630		UTILITIES - ELECTRIC		23565-26024	CIVIC CENTER		196.43	4,835.69	22,000.00
400-726-630		UTILITIES - ELECTRIC		26441-48016	WAVELAND AVE L		541.15	23,709.71	79,000.00
001-301-634		UTILITIES - STREET &		26861-48007	CEMETARY		20.76	69,635.90	215,000.00
001-301-634		UTILITIES - STREET &		27015-83004	COLEMAN TRAFFI		52.57	69,688.47	215,000.00
400-726-630		UTILITIES - ELECTRIC		31530-59023	MUSIC ST LS		126.08	23,835.79	79,000.00
001-301-630		UTILITIES - ELECTRIC		34233-70060	STORAGE BLDG		90.55	2,442.89	8,700.00
400-724-630		UTILITIES - ELECTRIC		34241-50008	TIDE ST WELL		880.30	15,859.26	57,000.00
001-301-634		UTILITIES - STREET &		36035-31043	HWY 90 LGT 1		100.36	69,788.83	215,000.00
400-726-630		UTILITIES - ELECTRIC		36471-48019	IDLEWOOD LS #3		167.54	24,003.33	79,000.00
001-260-630		UTILITIES - ELECTRIC		38463-68002	CENTRAL AVE SI		53.23	11,717.56	50,000.00
400-724-630		UTILITIES - ELECTRIC		39935-37020	WATER 318 GULF		203.51	16,062.77	57,000.00
001-301-634		UTILITIES - STREET &		40999-87009	WAVE AVE TRAFF		90.61	69,879.44	215,000.00
001-301-634		UTILITIES - STREET &		43989-99001	HERLIHY CAUTIO		55.43	69,934.87	215,000.00
400-726-630		UTILITIES - ELECTRIC		45246-41007	S BEACH BLVD L		407.72	24,411.05	79,000.00
001-301-634		UTILITIES - STREET &		49971-47005	STREET LIGHTS		12,627.23	82,562.10	215,000.00
001-571-630		UTILITIES - ELECTRIC		50181-47008	CIVIC CENTER O		114.79	4,950.48	22,000.00
400-726-630		UTILITIES - ELECTRIC		51873-94024	GULF DR LS #1		80.36	24,491.41	79,000.00
400-726-630		UTILITIES - ELECTRIC		52350-40020	FREDS TRANS LS		65.22	24,556.63	79,000.00
400-726-630		UTILITIES - ELECTRIC		52358-17003	PECAN RIDGE LS		201.58	24,758.21	79,000.00
400-726-630		UTILITIES - ELECTRIC		56359-38005	WAVE AVE LS		114.16	24,872.37	79,000.00
400-726-630		UTILITIES - ELECTRIC		57634-18029	BROWN AVE LS		84.46	24,956.83	79,000.00
001-301-630		UTILITIES - ELECTRIC		59283-32008	MECHANIC LIFT		84.94	2,527.83	8,700.00
001-301-634		UTILITIES - STREET &		63714-17002	HWY 90 LTG 2		226.49	82,788.59	215,000.00
001-301-634		UTILITIES - STREET &		66919-42002	HWY LTG 24		275.55	83,064.14	215,000.00
400-726-630		UTILITIES - ELECTRIC		70537-46041	HERLIHY ST LS		114.76	25,071.59	79,000.00
400-724-630		UTILITIES - ELECTRIC		72401-48017	HUGHES WATER T		696.21	16,758.98	57,000.00
001-550-630		UTILITIES - ELECTRIC		74311-49000	MLK PARK		241.29	4,160.78	16,500.00
001-550-630		UTILITIES - ELECTRIC		75731-48014	GARFIELD PIER		118.77	4,279.55	16,500.00

DOCKET		*-----INVOICE-----*						
NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
	001-550-630 UTILITIES - ELECTRIC	78363-79006 BALL FIELD		455.17		4,734.72	16,500.00	
	001-140-630 UTILITIES - ELECTRIC	87071-48023 CITY HALL		2,506.71		7,047.61	21,800.00	
	001-301-630 UTILITIES - ELECTRIC	19501-49006 STREET DEPT SH		236.26		2,764.09	8,700.00	
	001-550-630 UTILITIES - ELECTRIC	21996-08012 MLK COMMUNITY		180.97		4,915.69	16,500.00	
7313	1656 MOW LIFE	9463	06/16/2022	280.00				
	001-260-590 EQUIPMENT REPAIRS &	REPAIR 3 CHAINSAWS			280.00	1,865.73	8,000.00	
7314	1472 MS COAST BUILDING OFFICIALS AS JUNE 2022		06/21/2022	40.00				
	001-280-616 DUES, MEMBERSHIP, SU	MEMBERSHIP DUES			40.00	40.00	1,000.00	
7315	947 NAPA	321734	06/22/2022	30.90				
	001-301-637 REPAIRS & MAINTENANC	TURN SIGNAL RELAY FOR PW 8			14.94	44,623.21	100,000.00	
	001-301-637 REPAIRS & MAINTENANC	PREMIUM BUG WASH			15.96	44,639.17	100,000.00	
7316	947 NAPA	321737	06/22/2022	21.01				
	001-301-590 EQUIPMENT REPAIRS &	SOLENOID FOR 412 KOHLER AI			21.01	1,741.15	30,000.00	
7317	947 NAPA	321974	06/24/2022	518.39				
	400-722-637 REPAIRS & MAINTENANC	HANDLE PITCH PIN			7.76	18,518.54	69,000.00	
	400-722-637 REPAIRS & MAINTENANC	HITCH PIN 12X35 8			7.76	18,526.30	69,000.00	
	400-722-637 REPAIRS & MAINTENANC	CONTROL ARM WITH BALL JOIN			186.21	18,712.51	69,000.00	
	400-722-637 REPAIRS & MAINTENANC	CONTROL ARM WITH BALL JOIN			186.21	18,898.72	69,000.00	
	400-722-637 REPAIRS & MAINTENANC	TRI BALL HITCH			103.45	19,002.17	69,000.00	
	400-722-637 REPAIRS & MAINTENANC	KNGPN CPLR LCK			27.00	19,029.17	69,000.00	
7318	947 NAPA	321975	06/24/2022	16.02				
	001-301-590 EQUIPMENT REPAIRS &	FUEL SHUT OFF VALVE			16.02	1,757.17	30,000.00	
7319	947 NAPA	322541	06/30/2022	289.82				
	001-301-637 REPAIRS & MAINTENANC	SHOCK-REFLEX-REAR			144.48	44,783.65	100,000.00	
	001-301-637 REPAIRS & MAINTENANC	SHOCK-REFLEX-FRONT			145.34	44,928.99	100,000.00	
7320	947 NAPA	322542	06/30/2022	57.38				
	400-722-637 REPAIRS & MAINTENANC	DEXAFT			37.80	19,066.97	69,000.00	
	400-722-637 REPAIRS & MAINTENANC	AUTOMATIC TRANSMISSION FIL			19.58	19,086.55	69,000.00	
7321	1247 OLD RIVER NEW ORLEANS	07P68827	06/23/2022	613.84				
	400-726-637 REPAIRS & MAINTENANC	OIL FILTER SET-NAPS 6 CYL			29.83	14,632.21	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	ELEMENT SET - FUEL FILTER			48.72	14,680.93	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	ELEMENT ASSY - FUEL FILTER			23.37	14,704.30	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	WIPER BLADE			34.80	14,739.10	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	WIPER BLADE ASSY			17.19	14,756.29	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	AIR PRMYS			42.83	14,799.12	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	MIRROR ASSY OUTER RRVIEW R			151.89	14,951.01	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	HUB 6HOLE CAP ASSY			250.36	15,201.37	100,000.00	
	400-726-637 REPAIRS & MAINTENANC	THUMB SCREW			14.85	15,216.22	100,000.00	
7322	1538 ONE STOP GOODYEAR TIRE AND	SER 1-23970	06/20/2022	137.70				
	001-200-637 REPAIRS & MAINTENANC	TIRE, MOUNT,BALANCE/ UNIT			137.70	19,886.17	35,000.00	



DOCKET NUMBER	*-----	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
7323	1037	ORION PLANNING + DESIGN		3483	03/03/2022	8,155.00			
	001-120-601	PROFESSIONAL SERVICE		REFOCUS HYW 90			8,155.00	10,655.00	37,500.00
7324	1303	PINE BELT OIL		10739056	06/24/2022	1,663.06			
	001-301-525	FUEL		400 GALLONS DYED DIESEL			1,663.06	14,030.37	30,000.00
7325	141	POLICE BENEVOLENT		JUNE 2022	06/16/2022	23.50			
	601-000-108	CREDIT UNION-POLICE		EMPLOYEE CONTRIBUTIONS			23.50		
7326	141	POLICE BENEVOLENT		JUNE 2022*	06/16/2022	23.50			
	601-000-108	CREDIT UNION-POLICE		EMPLOYEE CONTRIBUTIONS			23.50		
7327	141	POLICE BENEVOLENT		JUNE2022	06/16/2022	23.50			
	601-000-108	CREDIT UNION-POLICE		EMPLOYEE CONTRIBUTIONS			23.50		
7328	141	POLICE BENEVOLENT		JUNE2022*	06/16/2022	23.50			
	601-000-108	CREDIT UNION-POLICE		EMPLOYEE CONTRIBUTIONS			23.50		
7329	330	PUCKETT RENTS		901599	06/16/2022	197.46			
	001-301-637	REPAIRS & MAINTENANC		AIR FILTER			39.69	44,968.68	100,000.00
	001-301-637	REPAIRS & MAINTENANC		AIR FILTER			31.31	44,999.99	100,000.00
	001-301-637	REPAIRS & MAINTENANC		A/C FILTER			83.92	45,083.91	100,000.00
	001-301-637	REPAIRS & MAINTENANC		A/C FILTER			42.54	45,126.45	100,000.00
7330	1756	QUADIENT FINANCE USA INC.		JUNE 2022	06/14/2022	244.17			
	001-140-618	POSTAGE		CITY HALL ADMIN			28.72	282.61	2,500.00
	400-710-618	POSTAGE		UTILITY DEPT			13.43	3,039.21	13,000.00
	001-200-618	POSTAGE		POLICE DEPT			7.56	22.18	100.00
	001-115-618	POSTAGE		COURT DEPT			105.30	241.15	1,000.00
	001-280-618	POSTAGE		BUILDING DEPT			89.16	1,246.71	3,500.00
7331	1755	QUADIENT LEASING USA, INC		N9456308	06/15/2022	327.17			
	001-140-642	RENTAL - MACHINERY &		QUARTERLY LEASE			246.03	758.50	1,500.00
	001-140-642	RENTAL - MACHINERY &		ASSESSED TAX BY COUNTY			81.14	839.64	1,500.00
7332	808	ROBERT "RED" HENRY		694177	06/28/2022	2,300.00			
	001-301-598	TREE CUTTING & REMOV		TREE REMOVAL ON JEFF DAVIS			2,300.00	2,300.00	15,000.00
7333	29	RURAL DEVELOPMENT		JULY 2022	07/01/2022	7,464.36			
	400-830-810	PAYMENT PRINCIPAL		(FMHA) B-P-005098 PRICIPAL			5,773.49	22,548.44	68,190.38
	400-830-820	PAYMENT INTEREST		(FMHA) B-P-005098 INTREST			1,690.87	7,309.00	21,381.94
7334	667	S & L OFFICE SUPPLIES		100329	06/27/2022	3,004.78			
	001-551-510	CLEANING & JANITORIA		CLOROX CLEANER			183.15	183.15	5,000.00
	001-551-510	CLEANING & JANITORIA		LYSOL ALL PURPOSE CLEANER			209.85	393.00	5,000.00
	001-551-510	CLEANING & JANITORIA		BLEACH/CLOROX DISINFECTANT			153.10	546.10	5,000.00
	001-551-510	CLEANING & JANITORIA		BLEACH/PUREBRIGHT			91.86	637.96	5,000.00
	001-551-510	CLEANING & JANITORIA		SOAP ANTIBACTERIAL FOAM			677.76	1,315.72	5,000.00
	001-551-510	CLEANING & JANITORIA		HANDWOUND TOWELS			437.60	1,753.32	5,000.00
	001-551-510	CLEANING & JANITORIA		TOWEL CPT WH			300.56	2,053.88	5,000.00
	001-551-510	CLEANING & JANITORIA		TISSUE JUMBO			437.60	2,491.48	5,000.00

DOCKET		*-----INVOICE-----*						
NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET	
	001-551-510	CLEANING & JANITORIA	GLOVES		149.94	2,641.42	5,000.00	
	001-551-510	CLEANING & JANITORIA	KITCHEN TOWEL		363.36	3,004.78	5,000.00	
7335	667 S & L OFFICE SUPPLIES	100417	06/29/2022	276.58				
	001-550-510	CLEANING & JANITORIA	CASES OF LYSOL -INCREASED		276.58	351.29	4,000.00	
7336	1447 SOUTHERN TROPHIES & MORE	1695	06/17/2022	30.00				
	001-140-570	OTHER SUPPLIES & MAT	PLAQUE FOR CLARENCE HARRIS		30.00	266.82	2,000.00	
7337	70 SUN COAST BUSINESS SUPPLY	1314604-1	06/22/2022	170.74				
	001-140-500	OFFICE SUPPLIES	RED FOLDERS		29.55	897.06	12,000.00	
	001-140-500	OFFICE SUPPLIES	BLACK FELT PENS		17.61	914.67	12,000.00	
	001-140-500	OFFICE SUPPLIES	BLUE FELT PENS		17.61	932.28	12,000.00	
	001-140-500	OFFICE SUPPLIES	RED FELT PENS		17.61	949.89	12,000.00	
	001-140-500	OFFICE SUPPLIES	DZ JUMBO BINDER CLIPS		2.14	952.03	12,000.00	
	001-140-500	OFFICE SUPPLIES	PK STICKY NOTES		4.76	956.79	12,000.00	
	001-140-500	OFFICE SUPPLIES	pilot pens		81.46	1,038.25	12,000.00	
7338	70 SUN COAST BUSINESS SUPPLY	1314974	06/27/2022	525.60				
	001-280-570	OTHER SUPPLIES & MAT	CASES TRASH LINERS		525.60	1,803.60	8,575.00	
7339	70 SUN COAST BUSINESS SUPPLY	1315162	06/29/2022	42.50				
	400-726-570	OTHER SUPPLIES & MAT	500 BUSINESS CARDS		42.50	3,863.50	12,000.00	
7340	1862 UNIFIRST CORPORATION	1530010442	06/20/2022	387.51				
	001-550-535	UNIFORMS	2 PARKS DEPT		18.90	295.00	650.00	
	400-722-535	UNIFORMS	7 UTILITIES DEPT		66.15	793.91	3,000.00	
	001-301-535	UNIFORMS	19 STREETS DEPT		181.85	6,218.34	9,000.00	
	400-710-535	UNIFORMS	1 METER READER		9.45	162.59	750.00	
	001-200-535	UNIFORMS	2 ANIMAL CONTROLBEAUTIFICA		18.90	3,797.50	5,400.00	
	001-550-535	UNIFORMS	DEFE		2.80	297.80	650.00	
	400-722-535	UNIFORMS	DEFE		2.80	796.71	3,000.00	
	001-301-535	UNIFORMS	DEFE		2.80	6,221.14	9,000.00	
	400-710-535	UNIFORMS	DEFE		2.80	165.39	750.00	
	001-200-535	UNIFORMS	DEFE		2.80	3,800.30	5,400.00	
	001-550-535	UNIFORMS	GARMENT MAINTENANCE		13.04	310.84	650.00	
	400-722-535	UNIFORMS	GARMENT MAINTENANCE		19.57	816.28	3,000.00	
	001-301-535	UNIFORMS	GARMENT MAINTENANCE		19.57	6,240.71	9,000.00	
	400-710-535	UNIFORMS	GARMENT MAINTENANCE		13.04	178.43	750.00	
	001-200-535	UNIFORMS	GARMENT MAINTENANCE		13.04	3,813.34	5,400.00	
7341	1862 UNIFIRST CORPORATION	1530011796	06/27/2022	387.51				
	001-550-535	UNIFORMS	2 PARKS DEPT		18.90	329.74	650.00	
	400-722-535	UNIFORMS	7 UTILITIES DEPT		66.15	882.43	3,000.00	
	001-301-535	UNIFORMS	19 STREETS DEPT		181.85	6,422.56	9,000.00	
	400-710-535	UNIFORMS	1 METER READER		9.45	187.88	750.00	
	001-200-535	UNIFORMS	2 ANIMAL CONTROLBEAUTIFICA		18.90	3,832.24	5,400.00	
	001-550-535	UNIFORMS	DEFE		2.80	332.54	650.00	
	400-722-535	UNIFORMS	DEFE		2.80	885.23	3,000.00	
	001-301-535	UNIFORMS	DEFE		2.80	6,425.36	9,000.00	
	400-710-535	UNIFORMS	DEFE		2.80	190.68	750.00	

DOCKET		*-----INVOICE-----*							
NUMBER	*-----*	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-200-535	UNIFORMS		DEFE			2.80	3,835.04	5,400.00
	001-550-535	UNIFORMS		GARMENT MAINTENANCE			13.04	345.58	650.00
	400-722-535	UNIFORMS		GARMENT MAINTENANCE			19.57	904.80	3,000.00
	001-301-535	UNIFORMS		GARMENT MAINTENANCE			19.57	6,444.93	9,000.00
	400-710-535	UNIFORMS		GARMENT MAINTENANCE			13.04	203.72	750.00
	001-200-535	UNIFORMS		GARMENT MAINTENANCE			13.04	3,848.08	5,400.00
7342	357	US POSTAL SERVICE		JUNE2022*	06/24/2022	2,000.00			
	400-710-618	POSTAGE		PERMIT #26 MONTHLY POSTAGE			2,000.00	5,039.21	13,000.00
7343	1236	VOLUNTEER SOFTWARE, INC		325627	06/22/2022	300.00			
	105-000-636	MAINTENANCE AGREEMEN		ANNUAL SOFTWARE SUPPORT			300.00	300.00	600.00
	TOTAL >>>					144,691.56			
							144,691.56		

DOCKET		*-----INVOICE-----*							
NUMBER	*-----	VENDOR	-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				001-000-000			64,963.23		
				400-000-000			41,640.64		
				130-000-000			1,987.50		
				102-000-000			4,690.00		
				320-000-000			11,850.00		
				601-000-000			18,455.44		
				103-000-000			804.75		
				105-000-000			300.00		
TOTAL DOCKET >>						662,922.38	<u>662,922.38</u>		