

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

1. Pledge of Allegiance
2. Moment of silence
3. Roll Call
4. Mayor's Comments:
 - a.

**Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.**

5. Aldermen's Comments:

W3) Alderman Lafontaine to discuss payment of 42" 4 drawer cabinet ordered for Court Department in the amount of \$718.02.

**CITY OF WAVELAND
PURCHASE REQUISITION**

5
(w/3)

CITY OF WAVELAND
P.O. BOX 539
301 COLEMAN AVENUE
WAVELAND, MS 39576

PHONE 228-467-0749
FAX 228-467-3177

DATE 11/24/2023 REQUISITION # _____
DEPARTMENT Courts PURCHASE ORDER # 732500
ACCOUNT # _____ STATE CONTRACT # _____
VENDOR # _____

VENDOR A	VENDOR B	VENDOR C
<u>Clay's</u>	_____	_____

SHIP TO	BILL TO
ADDRESS _____	ADDRESS <u>P.O. BOX 539</u>
CITY _____	CITY <u>WAVELAND</u>
STATE _____ ZIP CODE _____	STATE <u>MS</u> ZIP CODE <u>39576</u>

	DESCRIPTION	QTY	A	B	C
1	<u>4 1/2" 4 drawers HDN-79.4</u>	<u>1</u>	<u>1</u>		
2					
3					<u>718.02</u>
4					
5					
6					
7					
8					
9					
10					

COMMENTS: _____

SHIPPING COST
TOTAL COSTS

PURCHASING AGENT: K. Con DATE: 11/24/23 DEPARTMENT HEAD: [Signature]

*The City of Waveland enjoys a tax-exempt status.

CITY OF WAVELAND
301 COLEMAN AVE
WAVELAND, MS 39576

PURCHASE ORDER: 230500

SUN COAST BUSINESS SUPPLY
TO:
PO BOX 1179
GULFPORT MS 39502

VDR NO: 70
TELEPHONE: 228/868-2522

SHIP TO: COURT

DEPARTMENT | PROJECT | DATE |

001115000 | | 01/24/2023

ITEM	QUANTITY	DESCRIPTION	TAG	UNIT PRICE	AMOUNT
1	1	HON 4 DRAWER FILE CABINET	N	718.02	718.02
		TOTAL			718.02

DATE RECEIVED | COMPLETE | PARTIAL | RECEIVED BY | SUPERVISOR OK

| | | | |

APPROVED FOR PAYMENT

BY: _____

----- DISTRIBUTION -----

ACCOUNT NO	DESC	AMOUNT	
001-115-500	OFFICE SUPPL	718.02	1,225.80

RECEIVED FIXED ASSET TAGS AND FORM**

**Department Heads are responsible for insuring
that tags are placed on the items above if applicable.



INVOICE

INDEPENDENT STATIONERS#1204
CONTRACT #GS-14F-0043M

INVOICE NUMBER 1331173-0

SUN COAST BUSINESS SUPPLY
PO BOX 1179
1601 26TH AVENUE
GULFPORT MS 39501

Phone:228-868-2522
Fax: 228-868-2722
Email:suncoastclays@aol.com
www.suncoastbusinesssupply.com

INVOICE DATE 01/27/23

ACCOUNT NUMBER COW400

DEPT NUMBER 0007

BILL TO ADDRESS		SHIP TO ADDRESS			
CITY OF WAVELAND * 301 COLEMAN AVE WAVELAND MS 39576 228-467-0749		CITY OF WAVELAND COURT DEPT 1602 MCLAURIN ST WAVELAND MS 39576			
CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
230500	MIKE LADNER		WEST	CHARGE	105

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/C QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
794LL	HON	FILE, LAT, 4DWR, 42", PY	EA	1		1	718.02	718.02

Thank you for doing business locally with Sun Coast!

Subtotal 718.02

Tax

Signed

Total Due 718.02

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6:30 pm.

6. Public Comments

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. BOARD BUSINESS:

- a. Ms. Diane Bennett is requesting the use of Coleman Avenue to set up a car show to be held Saturday, June 17, 2023. Ms. Bennett indicated this will be a fundraiser for Gulf Coast Christian Women's Job Corps-Magdalene House.

Lisa Planchard

From: Diane Bennett <dianeabennett@gmail.com>
Sent: Thursday, March 9, 2023 9:30 PM
To: Lisa Planchard
Cc: Barbara Ambrose; aspenac9771@aol.com
Subject: Request to mayor and city council
Attachments: car show 2023.docx

7a

Hi Lisa,

Please find attached our request to set up on Coleman Ave on June 17 for a car show. This will be a fundraiser for Gulf Coast Christian Women's Job Corps-Magdalene House.

I understand there is a council meeting on March 22 at 6:30pm. The ministry will be represented at this meeting.

Thank you for your assistance with getting our request to the council and inviting us to attend the meeting.

Please let me know if you need anything else.

In service with Him

Diane Bennett

Director Gulf Coast Christian Women's Job Corp-Magdalene House

228-324-6687



Diane Bennett
Director Gulf Coast Christian Women's Job Corps
228-324-6687



Barbara Ambrose
Director Magdalene House
228-493-050

Dear Mayor Trapani and City Council,

Gulf Coast Christian Women's Job Corps- Magdalene House is a faith based 501c3 located in Waveland, MS. Our mission is to assist marginalized women in our community finding jobs and a safe place to live. We offer work force development skills, money management skills, computer skills and Bible study.

An important revenue for the ministry is fundraising. The ministry has planned a car show for June 17 to raise funds for the ministry.

We are asking the city of Waveland to help sponsor the car show by providing access to Colman Avenue.

We would like to set up along Coleman Ave. starting at City Hall down to Beach Blvd. The surrounding area will be utilized for parking for the anticipated 300-400 people that will come to enjoy the day.

The car show hours of operation will be 8 am to 3pm. Set up and take down time will start at 6am and end around 5pm.

We will plan to have food trucks and other sources of food and drink throughout the day.

We need the city to provide 8 barricades and permission to set up on Coleman Ave.

Thank you for considering our request.

We believe this is an opportunity for the City of Waveland and benefits the ministry and community we serve.

In service with Him

Diane Bennett
Director Gulf Coast Christian Women's Job Corps-Magdalene House

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Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. BOARD BUSINESS:

- b. Motion to approve the Docket of Claims, paid and unpaid, dated March 22, 2023, in the amount of \$647,103.44.

CITY OF WAVELAND
DOCKET OF PAID CLAIMS

DATE: 03/22/2023

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DOCKET NUMBER	*----- VENDOR -----*		*-----INVOICE-----*			APPRD/DISAPPRD	YTD SPENT	BUDGET
			NUMBER	DATE	AMOUNT			
9133	909	CITY OF WAVELAND	4905	03/07/2023	2,082.55			
	105-000-156	DUE TO P/R CLEARING	DUE TO P/R CLEARING			<u>2,082.55</u>		
9134	909	CITY OF WAVELAND	DOCK TRANSPA	03/07/2023	70.50			
	601-000-151	DUE TO 001 GENERAL F	DUE TO 001 GENERAL FUND			<u>70.50</u>		
9135	909	CITY OF WAVELAND	DOCKTRANSLIB	03/07/2023	10,788.66			
	101-000-135	DUE TO A/P PAY	DUE TO A/P PAY			<u>10,788.66</u>		
9136	909	CITY OF WAVELAND	DOCKTRANSRSV	03/07/2023	36.19			
	105-000-135	DUE TO A/P CLEARING	DUE TO A/P CLEARING			<u>36.19</u>		
9137	909	CITY OF WAVELAND	DOCKTRANZETA	03/07/2023	3,855.00			
	130-000-135	DUE TO A/P PAY	DUE TO A/P PAY			<u>3,855.00</u>		
9138	909	CITY OF WAVELAND	DockTransUti	03/07/2023	234,269.83			
	400-000-135	DUE TO A/P PAY	DUE TO A/P PAY			<u>234,269.83</u>		
9139	909	CITY OF WAVELAND	Trans Wrong	02/09/2023	100.00			
	001-000-359	MISCELLANEOUS REVENU	MISCELLANEOUS REVENUE			<u>100.00</u>		
9140	1469	ERIC JANSSEN	MAR 2023	03/15/2023	112.00			
	001-260-613	TRAVEL - MEALS	PER DIEM			<u>112.00</u>	336.00	3,000.00
9141	2164	HENRY TEBBE	MAR 2023	03/15/2023	50.00			
	001-120-601	PROFESSIONAL SERVICE	LEADERSHIP PROG - PT 2			<u>50.00</u>	100.00	20,000.00
9142	2141	JAY TRAPANI	MARCH 2023	03/06/2023	92.00			
	001-120-613	TRAVEL - MEALS	PER DIEM MARCH 8, 2023			<u>46.00</u>	46.00	400.00
	001-120-613	TRAVEL - MEALS	PER DIEM MARCH 15, 2023			<u>46.00</u>	92.00	400.00
9143	1296	OLD CAPITOL INN	MARCH2023	03/06/2023	198.00			
	001-120-614	TRAVEL - LODGING	1 NIGHT STAY MARCH 8, 2023			<u>99.00</u>	602.35	650.00
	001-120-614	TRAVEL - LODGING	1 NIGHT STAY MARCH 15, 202			<u>99.00</u>	701.35	650.00
9144	1688	PAYROLL CLEARING	4903	03/07/2023	166,893.85			
	001-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			<u>166,893.85</u>		
9145	1688	PAYROLL CLEARING	4904	03/07/2023	19,170.71			
	400-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			<u>19,170.71</u>		
9146	590	STATE FIRE ACADEMY	MAR 2023	03/15/2023	730.00			
	001-260-610	TRAINING	COURSE NO. SC 537/ERIC JAN			<u>365.00</u>	365.00	6,000.00
	001-260-610	TRAINING	SC 537/TRAVIS BRADSHAW			<u>365.00</u>	730.00	6,000.00
9147	2176	TRAVIS BRADSHAW	MAR 2023	03/15/2023	112.00			
	001-260-613	TRAVEL - MEALS	PER DIEM			<u>112.00</u>	448.00	3,000.00
TOTAL >>>					438,561.29			
						<u>438,561.29</u>		

CITY OF WAVELAND
 DOCKET OF PAID CLAIMS

DATE: 03/22/2023

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DOCKET NUMBER	*-----*	VENDOR	*-----*	*-----INVOICE-----*			APPRD/DISAPPRD	YTD SPENT	BUDGET
				NUMBER	DATE	AMOUNT			
				105-000-000			2,118.74		
				601-000-000			70.50		
				101-000-000			10,788.66		
				130-000-000			3,855.00		
				400-000-000			253,440.54		
				001-000-000			168,287.85		

CITY OF WAVELAND

DOCKET OF UNPAID CLAIMS

DATE: 03/22/2023

PAGE: 1

DOCKET NUMBER	VENDOR	INVOICE NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
9148	AIR MASTERS MECHANICAL INC 001-140-637 REPAIRS & MAINTENANC	SM9803 DIAGNOSTIC OF A/C IN CITY	02/08/2023	315.00	315.00	15,798.39	10,000.00
9149	AIR MASTERS MECHANICAL INC 001-140-637 REPAIRS & MAINTENANC	SM9804 DIAGNOSTIC OF CITY MULTI U	02/08/2023	630.00	630.00	16,428.39	10,000.00
9150	AUTOZONE STORES LLC 001-301-637 REPAIRS & MAINTENANC	0074818249 10278 LUC ENG OIL ST LE	03/06/2023	71.75	71.75	30,387.92	75,000.00
9151	AUTOZONE STORES LLC 001-301-570 OTHER SUPPLIES & MAT	0074824131 SP-DEF-SHOP PRO DEF	03/13/2023	167.88	167.88	6,058.39	12,000.00
9152	B & J PIT STOP, LLC 001-200-637 REPAIRS & MAINTENANC	11-0182518 FRONT BRAKES AND ROTORS FO	03/17/2023	340.00	340.00	19,407.72	47,000.00
9153	B & K FENCING 001-550-570 OTHER SUPPLIES & MAT	MAR 2023 4 FT CHAIN LINK FENCE REPA	03/14/2023	751.86	751.86	3,039.07	10,000.00
9154	BAYOU CADDY TRUCKING 001-301-599 MAINT SUPPLIES - ROA	9568 LOADS CRUSHED CONCRETE	03/13/2023	1,500.00	1,500.00	12,778.17	33,737.37
9155	BAYOU CADDY UTILITY, SOUTH, LL 400-724-661 WATER - PURCHASE FOR	131 BASE BILLING -FEB - MAR 20	03/11/2023	600.00	600.00	4,752.30	10,000.00
9156	BETZ ROSETTI AND ASSOCIATES, I 001-301-625 INSURANCE	6250 EQUIPMENT INSURANCE	03/13/2023	15,014.00	7,612.10	7,612.10	16,500.00
	001-550-625 INSURANCE	EQUIPMENT INSURANCE			150.14	150.14	11,200.00
	001-200-625 INSURANCE	EQUIPMENT INSURANCE			585.54	23,766.13	92,500.00
	001-260-625 INSURANCE	EQUIPMENT INSURANCE			1,005.94	2,830.43	80,000.00
	400-700-625 INSURANCE	EQUIPMENT INSURANCE			5,254.90	20,420.00	30,700.00
	001-571-625 INSURANCE	EQUIPMENT INSURANCE			405.38	405.38	29,500.00
9157	C SPIRE BUSINESS SOLUTIONS 001-200-636 MAINTENANCE AGREEMEN	655785-78 BACK UP CIRCUIT FOR PD	02/28/2023	283.47	283.47	12,070.15	31,500.00
9158	CAPITAL ONE 001-631-570 OTHER SUPPLIES & MAT	094771 CANDY FOR EASTER EGG HUNT	02/27/2023	345.94	345.94	972.96	3,000.00
9159	CAPITAL ONE 001-627-570 OTHER SUPPLIES & MAT	401587 PICTURE FRAMES	03/03/2023	69.80	69.80	69.80	3,200.00
9160	CAPITAL ONE 001-626-570 OTHER SUPPLIES & MAT	476578 TOTAL SUPPLIES FOR NEREIDS	02/11/2023	393.63	393.63	2,903.79	3,500.00
9161	CAPITAL ONE 001-140-650 ADVERTISE - PROMOTIO	721805 SUPPLIES FOR CHILI COOKOFF	02/09/2023	190.28	190.28	515.28	700.00
9162	CARD SERVICES 400-722-570 OTHER SUPPLIES & MAT	REF24492151 ONE STEP GPS - UTILITIES	02/14/2023	1,161.00	243.00	8,327.44	20,000.00
	001-301-570 OTHER SUPPLIES & MAT	ONE STEP GPS - STREETS			243.00	6,301.39	12,000.00
	001-280-636 MAINTENANCE AGREEMEN	ONE STEP GPS - BUILDING			27.00	2,877.98	7,500.00

DOCKET NUMBER	*----- VENDOR	*-----INVOICE-----*			AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		NUMBER	DATE					
	400-710-636	MAINTENANCE AGREEMEN	ONE STEP GPS - METER READE		27.00		3,022.42	7,200.00
	001-280-636	MAINTENANCE AGREEMEN	ONE STEP GPS - BEAUTIFICAT		27.00		2,904.98	7,500.00
	001-550-636	MAINT. AGRMT - ELEVA	ONE STEP GPS - PARKS		54.00		54.00	
	400-700-636	MAINTENANCE AGREEMEN	ONE STEP GPS - PW MANAGER		27.00		192.81	5,000.00
	001-301-570	OTHER SUPPLIES & MAT	ONE STEP GPS		108.00		6,409.39	12,000.00
	001-200-636	MAINTENANCE AGREEMEN	ONE STEP GPS - POLICE		405.00		12,475.15	31,500.00
9163	593	CHANCELLOR SUPPLY INC	01030247063	02/24/2023	147.71			
	001-571-637	REPAIRS & MAINTENANC	BULBS FOR CIVIC CENTER			147.71	4,557.41	7,000.00
9164	593	CHANCELLOR SUPPLY INC	01030247400	02/28/2023	465.00			
	001-571-637	REPAIRS & MAINTENANC	XTR BODINE B94 BALLAST			465.00	5,022.41	7,000.00
9165	2059	CHINICHE ENGINEERING & SURVEYI	220020056	03/14/2023	7,500.00			
	313-574-603	PROF SERVICES-ENGINE	SITE VISITS, MAIN DRAIN SU			7,500.00	79,805.00	
9166	2181	CHRISTOPHER DANIEL GOUGIS	FEB 2023	03/07/2023	44.25			
	001-000-330	COURT FINES & FEES	BOND REFUND			44.25		
9167	2159	CIVICPLUS LLC	242413	02/10/2023	3,000.00			
	001-140-601	PROFESSIONAL SERVICE	MEETINGS SUBSCRIPTION			3,000.00	25,603.00	10,000.00
9168	713	COAST CHLORINATOR AND PUMP CO.	75574	03/10/2023	3,000.00			
	400-724-601	PROFESSIONAL SERVICE	SERVICE CONTRACT JAN 2020			3,000.00	18,000.00	13,000.00
9169	713	COAST CHLORINATOR AND PUMP CO.	75577	03/13/2023	1,891.00			
	400-724-570	OTHER SUPPLIES & MAT	NITRATE TEST		240.00		16,590.92	47,000.00
	400-724-570	OTHER SUPPLIES & MAT	BOIL WATER SAMPLE		250.00		16,840.92	47,000.00
	400-724-570	OTHER SUPPLIES & MAT	BOIL WATER SAMPLE		750.00		17,590.92	47,000.00
	400-724-570	OTHER SUPPLIES & MAT	REMOTE METER GULFSIDE WELL		651.00		18,241.92	47,000.00
9170	14	COAST EPA	49825	03/07/2023	6,757.17			
	400-726-630	UTILITIES - ELECTRIC	635330-001 HWY 90 BY SONIC		178.31		29,735.81	79,000.00
	400-724-630	UTILITIES - ELECTRIC	635330-006 FAITH ST 818 WE		2,546.46		27,545.09	57,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-007 VICTORIA ST LS		79.10		29,814.91	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-009 GLADSTONE ST LS		252.67		30,067.58	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-011 WAVELAND CUTOFF		161.82		30,229.40	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-012 LAUREL ST LS		67.86		30,297.26	79,000.00
	001-301-634	UTILITIES - STREET &	635330-020 MCLAURIN & OST		49.26		86,006.73	263,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-025 NICHOLSON & LOU		89.55		30,386.81	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-026 NICHOLSON & OST		94.53		30,481.34	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-028 HWY 90/OST		115.61		30,596.95	79,000.00
	001-301-634	UTILITIES - STREET &	635330-040 HWY 90 LIGHTING		174.34		86,181.07	263,000.00
	001-301-634	UTILITIES - STREET &	635330-058 HWY 90 MCLAURIN		73.58		86,254.65	263,000.00
	001-260-630	UTILITIES - ELECTRIC	635330-060 HWY 90 427		2,647.42		23,960.96	47,000.00
	001-260-630	UTILITIES - ELECTRIC	635330-065 HWY 90 427 B		226.66		24,187.62	47,000.00
9171	14	COAST EPA	49856	03/09/2023	1,177.84			
	001-200-630	UTILITIES - ELECTRIC	635330-062 MCLAURIN 1602			1,177.84	8,579.53	19,000.00
9172	14	COAST EPA	49857	03/09/2023	54.91			

CITY OF WAVELAND

DOCKET OF UNPAID CLAIMS

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DOCKET NUMBER	VENDOR	INVOICE NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-200-630 UTILITIES - ELECTRIC	9975614-003 MCLAURIN ST 16			54.91	8,634.44	19,000.00
9173	14 COAST EPA	49864	03/10/2023	54.91			
	001-260-630 UTILITIES - ELECTRIC	9975614-001 HWY 90 SIREN			54.91	24,242.53	47,000.00
9174	14 COAST EPA	MARCH2023	03/10/2023	375.67			
	001-301-634 UTILITIES - STREET &	44746-003 HWY 90 LIGHTING			375.67	86,630.32	263,000.00
9175	1936 COMMUNICATIONS INTERNATIONAL I	PI154690	03/09/2023	1,931.26			
	001-200-750 MOBILE EQUIPMENT	LIGHTS, SIREN, LABOR, MATE			1,931.26	1,931.26	
9176	237 COMPTON ENGINEERING, INC	22101923	02/28/2023	1,287.50			
	130-140-698 ZETA DISASTER CONTRA	VFW MEMORIAL			1,287.50	7,100.00	
9177	237 COMPTON ENGINEERING, INC	2210330075	02/28/2023	595.00			
	130-140-698 ZETA DISASTER CONTRA	PUBLIC WORKS POLE BARN			595.00	7,695.00	
9178	237 COMPTON ENGINEERING, INC	222033001	02/28/2023	910.00			
	102-573-601 PROFESSIONAL SERVICE	TIDELANDS REPORTING			910.00	2,210.00	
9179	237 COMPTON ENGINEERING, INC	2220330043	02/28/2023	2,050.00			
	400-725-601 PROFESSIONAL SERVICE	JORDAN RIVER GAS CROSSING			2,050.00	15,631.35	19,000.00
9180	22 CONSOLIDATED PIPE & SUPPLY CO,	3739053	03/02/2023	2,490.00			
	400-722-570 OTHER SUPPLIES & MAT	3/4 COUPLING			275.00	8,602.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	1 IN COUPLING			320.00	8,922.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	3/4X5/8X3/4 CT'S CB STOP			650.00	9,572.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	3/4 ADAPTERS (MALE)			200.00	9,772.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	1 IN ADAPTERS (MALE)			230.00	10,002.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	3/4 ADAPTERS (FEMALE)			230.00	10,232.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	1 IN ADAPTERS (FEMALE)			285.00	10,517.44	20,000.00
	400-722-570 OTHER SUPPLIES & MAT	1 IN SWIVEL CURB STOP			300.00	10,817.44	20,000.00
9181	1683 COVINGTON SALES & SERVICE, INC	95526	03/03/2023	188.45			
	400-726-590 EQUIPMENT REPAIRS &	3-WAY WATER VALVE			175.00	2,317.23	1,500.00
	400-726-590 EQUIPMENT REPAIRS &	FREIGHT			13.45	2,330.68	1,500.00
9182	1494 CSX TRANSPORTATION	8427181	06/16/2022	100.00			
	400-725-601 PROFESSIONAL SERVICE	ANNUAL FEE FOR PIPELINE			100.00	15,731.35	19,000.00
9183	261 DAVID'S CHAINSAW & LAWNMOWER R	37821	03/16/2023	173.98			
	001-301-570 OTHER SUPPLIES & MAT	18" BAR HUSQVARNA			113.98	6,523.37	12,000.00
	001-301-570 OTHER SUPPLIES & MAT	18" CHAIN FOR HUSQVARNA			60.00	6,583.37	12,000.00
9184	152 DISCOUNT TIRE SPOT, INC	813519	02/22/2023	80.00			
	001-301-590 EQUIPMENT REPAIRS &	TIRES FOR POLARIS			80.00	4,272.72	5,000.00
9185	152 DISCOUNT TIRE SPOT, INC	813522	03/01/2023	125.00			
	001-301-637 REPAIRS & MAINTENANC	TIRE REPAIR ON PW53 KUBOTA			125.00	30,512.92	75,000.00
9186	152 DISCOUNT TIRE SPOT, INC	813526	03/03/2023	25.00			

DOCKET NUMBER	VENDOR	*-----INVOICE-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-200-637	REPAIRS & MAINTENANC	TIRE REPAIR ON UNIT 694			25.00	19,432.72	47,000.00
9187	152	DISCOUNT TIRE SPOT, INC	813530	03/06/2023	50.00			
	001-200-637	REPAIRS & MAINTENANC	TIRE REPAIR ON UNIT 165			50.00	19,482.72	47,000.00
9188	152	DISCOUNT TIRE SPOT, INC	813533	03/14/2023	225.00			
	001-301-637	REPAIRS & MAINTENANC	TIRE REPAIRS ON TRASH TRUC			225.00	30,737.92	75,000.00
9189	152	DISCOUNT TIRE SPOT, INC	873532	03/10/2023	25.00			
	001-200-637	REPAIRS & MAINTENANC	TIRE REPAIR ON UNNIT 754			25.00	19,507.72	47,000.00
9190	15	FUELMAN OF MISSISSIPPI	NP63956832	03/06/2023	3,631.34			
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			874.06	12,538.79	33,000.00
	001-301-525	FUEL	STREET DEPT VEHICLES			623.77	16,991.98	61,000.00
	001-260-525	FUEL	FIRE DEPT VEHICLES			393.36	8,731.98	24,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,410.98	38,261.74	113,500.00
	001-550-525	FUEL	PARKS DEPT VEHICLES			70.55	1,678.13	6,000.00
	001-280-525	FUEL	BEAUTIFICATION			80.61	1,465.68	5,390.00
	400-710-525	FUEL	METER READER VEHICLE			126.33	1,167.07	3,900.00
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE			51.68	19,559.40	47,000.00
9191	15	FUELMAN OF MISSISSIPPI	NP64004014	03/13/2023	3,460.42			
	001-120-525	FUEL	MAYOR'S VEHICLE			49.51	549.92	1,000.00
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			605.30	13,144.09	33,000.00
	001-301-525	FUEL	STREET DEPT VEHICLES			526.18	17,518.16	61,000.00
	001-260-525	FUEL	FIRE DEPT VEHICLES			444.69	9,176.67	24,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,564.23	39,825.97	113,500.00
	001-550-525	FUEL	PARKS DEPT VEHICLES			65.01	1,743.14	6,000.00
	400-700-525	FUEL	PUBLIC WORKS MANAGER			56.50	869.71	2,000.00
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE			149.00	19,708.40	47,000.00
9192	1071	G&S HOLDINGS, LLC	CE007115480	02/23/2023	1,182.95			
	001-301-637	REPAIRS & MAINTENANC	BRAKE SLACK ADJUSTER			116.07	30,853.99	75,000.00
	001-301-637	REPAIRS & MAINTENANC	CAM SHAFT - LEFT HAND			108.57	30,962.56	75,000.00
	001-301-637	REPAIRS & MAINTENANC	CAM SHAFT - RIGHT			108.57	31,071.13	75,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE REPAIR KIT MINOR			25.86	31,096.99	75,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE SHOE KIT 23STAN			149.78	31,246.77	75,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE SHOE KIT 23STAN CORE			112.00	31,358.77	75,000.00
	001-301-637	REPAIRS & MAINTENANC	ANCHOR PIN			19.60	31,378.37	75,000.00
	001-301-637	REPAIRS & MAINTENANC	BUSHING ANCHOR PIN			5.14	31,383.51	75,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE DRUM 1H 065TL			537.36	31,920.87	75,000.00
9193	2178	GEORGE LANDRY	FEB 2023	03/07/2023	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
9194	350	GULF REGIONAL PLANNING COMMISS	MPO FY2023	02/10/2023	2,937.00			
	001-280-901	APPROPRIATION - GRPC	FY 2023			2,937.00	2,937.00	
9195	89	GULFSOUTH PIPELINE CO, LP	2308270	03/09/2023	1,400.60			
	400-725-660	GAS - PURCHASE FOR R	GAS VOLUME - FEB 2023			1,400.60	43,272.30	150,000.00

DOCKET NUMBER	*----- VENDOR	*-----INVOICE-----*			AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		NUMBER	DATE					
9196	156 HANCOCK COUNTY CHAMBER OF COMM 001-120-570 OTHER SUPPLIES & MAT	253 HANCOCK CHAMBER LUNCH BREA	03/09/2023	500.00		500.00	788.68	1,300.00
9197	5 HANCOCK COUNTY CHANCERY CLERK 001-000-140 LOCAL: HANCOCK LAW L	FEB 2023 LAW LIBRARY FUND	03/07/2023	150.00		150.00		
9198	532 HANCOCK COUNTY SHERIFF'S OFFIC 001-215-681 CHARGES FOR PRISONER	2023WAVE002H HOUSING FOR INMATES	03/14/2023	5,040.00		5,040.00	38,440.00	95,000.00
9199	2006 HAWKINS, INC. 400-724-570 OTHER SUPPLIES & MAT 400-724-570 OTHER SUPPLIES & MAT	6411556 BOTTLES CHLORINE FUEL SURCHARGE	02/27/2023	6,575.00		6,525.00 50.00	24,766.92 24,816.92	47,000.00 47,000.00
9200	105 HUBBARD'S HARDWARE,LLC 001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT	107854 BAGS OF CONCRETE (60 LBS) DISCOUNT	02/28/2023	203.94		226.60 22.66-	3,265.67 3,243.01	10,000.00 10,000.00
9201	105 HUBBARD'S HARDWARE,LLC 001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT	107976 MOSQUITO,GNAT,ANT AND FLEA DISCOUNT	03/03/2023	43.88		48.76 4.88-	3,291.77 3,286.89	10,000.00 10,000.00
9202	105 HUBBARD'S HARDWARE,LLC 001-301-570 OTHER SUPPLIES & MAT 001-301-570 OTHER SUPPLIES & MAT 001-301-570 OTHER SUPPLIES & MAT	107978 454 DREMEL BITS 453 DREMEL BITS DISCOUNT	03/03/2023	21.85		12.10 12.18 2.43-	6,595.47 6,607.65 6,605.22	12,000.00 12,000.00 12,000.00
9203	105 HUBBARD'S HARDWARE,LLC 001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT	108165 PAINT ROLLER PAINT ROLLERS DISCOUNT	03/09/2023	13.89		8.65 6.78 1.54-	3,295.54 3,302.32 3,300.78	10,000.00 10,000.00 10,000.00
9204	105 HUBBARD'S HARDWARE,LLC 400-710-570 OTHER SUPPLIES & MAT 400-710-570 OTHER SUPPLIES & MAT	108169 REDLINE FLASHLIGHT DISCOUNT	03/09/2023	20.70		23.00 2.30-	1,465.94 1,463.64	2,500.00 2,500.00
9205	105 HUBBARD'S HARDWARE,LLC 400-710-570 OTHER SUPPLIES & MAT 400-710-570 OTHER SUPPLIES & MAT	108170 CASES GATORADE FOR METER DISCOUNT	03/10/2023	141.48		157.20 15.72-	1,620.84 1,605.12	2,500.00 2,500.00
9206	105 HUBBARD'S HARDWARE,LLC 400-726-570 OTHER SUPPLIES & MAT 400-726-570 OTHER SUPPLIES & MAT 400-726-570 OTHER SUPPLIES & MAT 400-726-570 OTHER SUPPLIES & MAT	108242 BLUE LOCATE PAINT YELLOW LOCATE PAINT GREEN LOCATE PAINT DISCOUNT	03/13/2023	445.14		169.80 157.80 167.00 49.46-	4,045.37 4,203.17 4,370.17 4,320.71	11,000.00 11,000.00 11,000.00 11,000.00
9207	105 HUBBARD'S HARDWARE,LLC 400-710-570 OTHER SUPPLIES & MAT 400-710-570 OTHER SUPPLIES & MAT 400-710-570 OTHER SUPPLIES & MAT	108352 ALUM PIPE WRENCH CHANNEL LOCKS DISCOUNT	03/17/2023	46.30		28.59 22.85 5.14-	1,633.71 1,656.56 1,651.42	2,500.00 2,500.00 2,500.00
9208	1042 KENTWOOD SPRINGS	MAR 2023	03/02/2023	75.94				

DOCKET		*-----INVOICE-----*							
NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET		
	001-140-642 RENTAL - MACHINERY &	ARTESIAN WATER DELIVERY			75.94	685.60	1,400.00		
9209	1901 LNJ SERVICES	21646	03/08/2023	1,200.00					
	400-726-637 REPAIRS & MAINTENANC	HRS TO VIDEO ON WAVELAND			960.00	53,100.57	82,800.00		
	400-726-637 REPAIRS & MAINTENANC	AMENDED TO ADD ONE MORE HR			240.00	53,340.57	82,800.00		
9210	31 LOWE'S HOME CENTERS	903159	02/10/2023	200.91					
	001-550-570 OTHER SUPPLIES & MAT	2X4X12			129.28	3,430.06	10,000.00		
	001-550-570 OTHER SUPPLIES & MAT	BOX OF NAILS			20.90	3,450.96	10,000.00		
	001-550-570 OTHER SUPPLIES & MAT	4X4X12			50.73	3,501.69	10,000.00		
9211	31 LOWE'S HOME CENTERS	903827	03/01/2023	302.86					
	001-550-570 OTHER SUPPLIES & MAT	1 GALLON MASONRY BONDING			72.16	3,573.85	10,000.00		
	001-550-570 OTHER SUPPLIES & MAT	SELF LEVELING CONCRETE			230.70	3,804.55	10,000.00		
9212	31 LOWE'S HOME CENTERS	913103	02/05/2023	425.00					
	001-270-570 OTHER SUPPLIES & MAT	10X8 METAL SHED - ITEM#984			425.00	2,610.25	5,000.00		
9213	31 LOWE'S HOME CENTERS	960042	02/06/2023	102.48					
	001-280-570 OTHER SUPPLIES & MAT	3 STEEL HNDL POLY RAKE			51.24	653.86	2,000.00		
	001-280-570 OTHER SUPPLIES & MAT	2 KOBALT DIG SHOVEL			51.24	705.10	2,000.00		
9214	31 LOWE'S HOME CENTERS	960737	01/20/2023	260.39					
	001-280-570 OTHER SUPPLIES & MAT	MULCH			217.70	922.80	2,000.00		
	001-280-570 OTHER SUPPLIES & MAT	3 BARE ROOT ROSES			42.69	965.49	2,000.00		
9215	178 MIDSOUTH METER & REGULATION	10478	02/16/2023	361.96					
	400-725-591 METER & COMPONENT SU	FISHER 627 R FARM TAP REGU			278.46	15,059.83			
	400-725-591 METER & COMPONENT SU	BELGRAS REGULATOR			83.50	15,143.33			
9216	178 MIDSOUTH METER & REGULATION	10484	02/16/2023	2,055.49					
	400-725-591 METER & COMPONENT SU	AMERICAN AC 250			855.00	15,998.33			
	400-725-591 METER & COMPONENT SU	ITRON B42SR 3/4X1			726.50	16,724.83			
	400-725-591 METER & COMPONENT SU	CONNECTIONS			287.00	17,011.83			
	400-725-591 METER & COMPONENT SU	SHIPPING			186.99	17,198.82			
9217	4 MISSISSIPPI DEPT OF PUBLIC SAF	FEB 2023	03/07/2023	1,348.00					
	001-000-139 STATE: DEPT PUBLIC S	SPECIAL ASSESSMENTS WIRELE			861.50				
	001-000-139 STATE: DEPT PUBLIC S	CRIME STOPPERS			178.00				
	001-000-139 STATE: DEPT PUBLIC S	INTERLOCK INGITION ASSESSM			308.50				
9218	304 MISSISSIPPI MUNICIPAL SERVICE	0322WC2022-6	03/03/2023	56,925.69					
	601-000-105 WORKMEN'S COMPENSATI	WORKERS COMPENSATION			56,925.69				
9219	13 MISSISSIPPI POWER	MAR 2023	03/03/2023	233.15					
	001-551-630 UTILITIES - ELECTRIC	108 N. BEACH - LIGHTHOUSE			233.15	1,406.98	1,500.00		
9220	13 MISSISSIPPI POWER	MARCH 2023	03/02/2023	50.14					
	001-625-635 UTILITIES - CHRISTMA	211 NICHOLSON AVE XMAS POL			50.14	660.29	300.00		
9221	13 MISSISSIPPI POWER	MARCH 2023	03/03/2023	100.28					

DOCKET NUMBER	VENDOR	*-----INVOICE-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-301-634	UTILITIES - STREET &	EVENTS POLE AT 209 COLEMAN			50.14	86,680.46	263,000.00
	001-301-634	UTILITIES - STREET &	EVENTS POLE AT 229 COLEMAN			50.14	86,730.60	263,000.00
9222	395 MS DEPT OF ENVIRONMENTAL QUALI	GWSW00004895	08/17/2022		10.00			
	400-724-601	PROFESSIONAL SERVICE	PERMIT FEE			10.00	18,010.00	13,000.00
9223	947 NAPA		343744	03/06/2023	120.36			
	400-726-590	EQUIPMENT REPAIRS &	HYD HOSE FITTING FOR SEWER			31.02	2,361.70	1,500.00
	400-726-590	EQUIPMENT REPAIRS &	HYD HOSE FITTING			27.56	2,389.26	1,500.00
	400-726-590	EQUIPMENT REPAIRS &	8 10MXTXREEL			61.78	2,451.04	1,500.00
9224	947 NAPA		343944	03/08/2023	300.00			
	001-301-570	OTHER SUPPLIES & MAT	A/C R134 A			300.00	6,905.22	12,000.00
9225	947 NAPA		344074	03/09/2023	21.32			
	001-301-637	REPAIRS & MAINTENANC	COUPLING FOR PW44 DUMP TRU			21.32	31,942.19	75,000.00
9226	947 NAPA		344522	03/15/2023	73.64			
	001-301-637	REPAIRS & MAINTENANC	ADAPTER			5.78	31,947.97	75,000.00
	001-301-637	REPAIRS & MAINTENANC	HYD HOSE FITTINGS			17.24	31,965.21	75,000.00
	001-301-637	REPAIRS & MAINTENANC	HYD HOSE FITTINGS			19.60	31,984.81	75,000.00
	001-301-637	REPAIRS & MAINTENANC	6-6MXTXREEL			31.02	32,015.83	75,000.00
9227	947 NAPA		344582	03/15/2023	148.74			
	001-200-637	REPAIRS & MAINTENANC	BATTERY FOR UNIT 867			148.74	19,857.14	47,000.00
9228	2022 NO LIMIT TREE SERVICE		INV944	03/17/2023	4,200.00			
	001-301-598	TREE CUTTING & REMOV	TREE REMOVAL ON SIXTH ST			4,200.00	4,200.00	5,000.00
9229	136 O'REILLY AUTO PARTS		1040-323875	03/07/2023	68.76			
	001-301-570	OTHER SUPPLIES & MAT	WASH BRUSH			17.99	6,923.21	12,000.00
	001-301-570	OTHER SUPPLIES & MAT	SPRAY PAINT CAN			22.98	6,946.19	12,000.00
	001-301-570	OTHER SUPPLIES & MAT	GAL CAR WASH			6.49	6,952.68	12,000.00
	001-301-570	OTHER SUPPLIES & MAT	GAL WIPER FLUID			21.30	6,973.98	12,000.00
9230	136 O'REILLY AUTO PARTS		1040-325406	03/16/2023	139.08			
	001-301-570	OTHER SUPPLIES & MAT	ANTIFREEZE GAL			139.08	7,113.06	12,000.00
9231	2083 RED BUD SUPPLY, INC		181665	02/28/2023	4,272.90			
	001-301-599	MAINT SUPPLIES - ROA	STREET NAME SIGNS AND STEE			4,272.90	17,051.07	33,737.37
9232	1251 RJ YOUNG COMPANY LLC		INV6198599	02/24/2023	1,534.39			
	001-140-636	MAINTENANCE AGREEMEN	MAYOR'S OFFICE BASE RATE			244.18	21,680.44	31,000.00
	001-140-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			282.61	21,963.05	31,000.00
	001-280-636	MAINTENANCE AGREEMEN	BUILDING DEPT BASE RATE			173.03	3,078.01	7,500.00
	001-280-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			166.34	3,244.35	7,500.00
	001-115-636	MAINTENANCE AGREEMEN	COURT DEPT BASE RATE			173.03	6,190.00	11,000.00
	001-115-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			27.95	6,217.95	11,000.00
	001-200-636	MAINTENANCE AGREEMEN	POLICE DPT BASE RATE			134.29	12,609.44	31,500.00
	001-200-636	MAINTENANCE AGREEMEN	CONTRACT PER COPY			44.36	12,653.80	31,500.00
	001-200-636	MAINTENANCE AGREEMEN	POLICE PATROL BASE RATE			155.49	12,809.29	31,500.00

DOCKET NUMBER	*-----*	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
9233	2177	ROBERT DONALD HAYNES	FEB 2023	03/07/2023	833.50				
	001-000-330	COURT FINES & FEES	BOND REFUND			833.50			
9234	444	ROCKING C TRUCK & TRAILER	01P41218	03/07/2023	924.36				
	001-301-637	REPAIRS & MAINTENANC	RADIATOR FOR PW44 DUMP TRU			924.36			
	001-301-637	REPAIRS & MAINTENANC	CAP			896.60		32,912.43	75,000.00
9235	667	S & L OFFICE SUPPLIES	106717	03/13/2023	498.60				
	001-551-510	CLEANING & JANITORIA	TISSUE JUMBO			498.60		2,196.72	6,000.00
9236	667	S & L OFFICE SUPPLIES	106829	03/07/2023	1,010.25				
	001-140-760	OTHER EQ/HEAVY EQ/FU	HON 2 DRAWER LATERAL FILE			559.54		1,625.58	3,353.75
	001-140-760	OTHER EQ/HEAVY EQ/FU	HON 4 DRAWER LATERAL FILE			450.71		2,076.29	3,353.75
9237	667	S & L OFFICE SUPPLIES	106895	03/09/2023	587.50				
	001-115-500	OFFICE SUPPLIES	CASES COPY PAPER			94.74		2,386.96	2,800.00
	001-115-500	OFFICE SUPPLIES	BANKERS BOXES			399.90		2,786.86	2,800.00
	001-115-500	OFFICE SUPPLIES	KRAFT ENVELOPES			59.95		2,846.81	2,800.00
	001-115-500	OFFICE SUPPLIES	CORRECTION TAPE			14.14		2,860.95	2,800.00
	001-115-500	OFFICE SUPPLIES	TAPE			12.39		5,951.88	6,000.00
	001-140-500	OFFICE SUPPLIES	LAMINATING SHEETS			29.31		5,981.19	6,000.00
	001-140-500	OFFICE SUPPLIES	TAB DIVIDERS			7.80		5,988.99	6,000.00
9239	667	S & L OFFICE SUPPLIES	107107	03/17/2023	354.82				
	400-710-500	OFFICE SUPPLIES	MM67010AB POST IT TABS			18.87		3,564.86	5,000.00
	400-710-500	OFFICE SUPPLIES	SNL COPY PAPER			142.11		3,706.97	5,000.00
	400-710-500	OFFICE SUPPLIES	BSN5588CT CREAMER			48.01		3,754.98	5,000.00
	400-710-500	OFFICE SUPPLIES	GJ56100 SUGAR			26.43		3,781.41	5,000.00
	400-710-500	OFFICE SUPPLIES	BSN65450 WHITE ENVELOPES			69.48		3,850.89	5,000.00
	400-710-500	OFFICE SUPPLIES	MEA05510BD NOTEBOOKS			49.92		3,900.81	5,000.00
9240	18	SEA COAST ECHO	MAR 2023	02/24/2023	45.12				
	001-280-620	ADVERTISING & PUBLIS	P&Z MEETING PUBLICATION			45.12		2,061.59	1,500.00
9241	18	SEA COAST ECHO	MARCH 2023	02/24/2023	350.62				
	400-725-620	ADVERTISING & PUBLIS	GAS AWARENESS PUBLICATION			350.62		350.62	500.00
9242	2179	SHANE ALLEN-HARPER YATES	FEB 2023	03/07/2023	150.00				
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00			
9243	1447	SOUTHERN TROPHIES & MORE	1781	03/15/2023	67.50				

DOCKET NUMBER	VENDOR	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		-----INVOICE-----					
	001-626-570	OTHER SUPPLIES & MAT	QUEEN DORIS PLAQUE		22.50	2,926.29	3,500.00
	001-260-570	OTHER SUPPLIES & MAT	KING NEREUS PLAQUE		22.50	596.85	8,500.00
	001-260-570	OTHER SUPPLIES & MAT	CAPTAIN PLAQUE		22.50	619.35	8,500.00
9244	3	STATE TREASURER	FEB 2023	03/07/2023	13,208.50		
	001-000-138	STATE: COURT FINE AS	TV		7,862.50		
	001-000-138	STATE: COURT FINE AS	IC		412.00		
	001-000-138	STATE: COURT FINE AS	TT		420.00		
	001-000-138	STATE: COURT FINE AS	OM		1,198.00		
	001-000-138	STATE: COURT FINE AS	ABF		180.00		
	001-000-138	STATE: COURT FINE AS	VBF		98.75		
	001-000-138	STATE: COURT FINE AS	CC		49.00		
	001-000-138	STATE: COURT FINE AS	MVL		543.00		
	001-000-138	STATE: COURT FINE AS	UMI		2,395.25		
	001-000-138	STATE: COURT FINE AS	ALA		50.00		
9245	70	SUN COAST BUSINESS SUPPLY	1331173*	01/27/2023	718.02		
	099-115-500	OFFICE SUPPLIES	4 DRW LATERAL FILE		718.02	718.02	
9246	383	SUNBELT FIRE	131563	03/10/2023	2,747.30		
	001-260-637	REPAIRS & MAINTENANC	ELECTRICAL DIAGNOSTIC /REP		2,747.30	29,536.26	55,000.00
9247	90	SYMMETRY ENERGY SOLUTIONS,LLC	1610977	03/13/2023	2,285.78		
	400-725-660	GAS - PURCHASE FOR R	NATURAL GAS SALES - FEB		2,285.78	45,558.08	150,000.00
9248	2180	THERREL EUGENE DAVIS JR.	FEB 2023	03/07/2023	194.25		
	001-000-330	COURT FINES & FEES	BOND REFUND		194.25		
9249	2009	TMH, PLLC	226778	03/09/2023	25,000.00		
	001-140-600	PROFESSIONAL SERVICE	FIRST AUDIT BILLING		12,500.00	47,500.00	25,000.00
	400-700-600	PROFESSIONAL SERVICE	FIRST AUDIT BILLING		12,500.00	37,500.00	24,750.00
9250	1862	UNIFIRST CORPORATION	153..62257	03/13/2023	315.75		
	001-550-535	UNIFORMS	2 PARKS DEPT		18.90	733.11	1,700.00
	400-722-535	UNIFORMS	5 UTILITIES DEPT		47.25	1,612.17	4,600.00
	001-301-535	UNIFORMS	16 STREETS DEPT		153.50	4,213.12	15,491.26
	400-710-535	UNIFORMS	1 METER READER		9.45	515.64	1,200.00
	001-200-535	UNIFORMS	1 ANIMAL CONTROL		9.45	1,092.16	8,450.00
	001-550-535	UNIFORMS	DEFE		2.80	735.91	1,700.00
	400-722-535	UNIFORMS	DEFE		2.80	1,614.97	4,600.00
	001-301-535	UNIFORMS	DEFE		2.80	4,215.92	15,491.26
	400-710-535	UNIFORMS	DEFE		2.80	518.44	1,200.00
	001-200-535	UNIFORMS	DEFE		2.80	1,094.96	8,450.00
	001-550-535	UNIFORMS	GARMENT MAINTENANCE		10.54	746.45	1,700.00
	400-722-535	UNIFORMS	GARMENT MAINTENANCE		15.80	1,630.77	4,600.00
	001-301-535	UNIFORMS	GARMENT MAINTENANCE		15.80	4,231.72	15,491.26
	400-710-535	UNIFORMS	GARMENT MAINTENANCE		10.53	528.97	1,200.00
	001-200-535	UNIFORMS	GARMENT MAINTENANCE		10.53	1,105.49	8,450.00
9251	1862	UNIFIRST CORPORATION	1530060969	03/06/2023	315.75		
	001-550-535	UNIFORMS	2 PARKS DEPT		18.90	765.35	1,700.00

DOCKET NUMBER	*-----*	VENDOR	*-----*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		400-722-535	UNIFORMS	5 UTILITIES DEPT		47.25		1,678.02	4,600.00
		001-301-535	UNIFORMS	16 STREETS DEPT		153.50		4,385.22	15,491.26
		400-710-535	UNIFORMS	1 METER READER		9.45		538.42	1,200.00
		001-200-535	UNIFORMS	1 ANIMAL CONTROL		9.45		1,114.94	8,450.00
		001-550-535	UNIFORMS	DEFE		2.80		768.15	1,700.00
		400-722-535	UNIFORMS	DEFE		2.80		1,680.82	4,600.00
		001-301-535	UNIFORMS	DEFE		2.80		4,388.02	15,491.26
		400-710-535	UNIFORMS	DEFE		2.80		541.22	1,200.00
		001-200-535	UNIFORMS	DEFE		2.80		1,117.74	8,450.00
		001-550-535	UNIFORMS	GARMENT MAINTENANCE		10.54		778.69	1,700.00
		400-722-535	UNIFORMS	GARMENT MAINTENANCE		15.80		1,696.62	4,600.00
		001-301-535	UNIFORMS	GARMENT MAINTENANCE		15.80		4,403.82	15,491.26
		400-710-535	UNIFORMS	GARMENT MAINTENANCE		10.53		551.75	1,200.00
		001-200-535	UNIFORMS	GARMENT MAINTENANCE		10.53		1,128.27	8,450.00
9252	144	UTILITY MANAGEMENT CORPORATION	WAVE022023	03/16/2023	650.00				
	400-725-660	GAS - PURCHASE FOR R	NATURAL GAS MNGT SERVICES			650.00		46,208.08	150,000.00
9253	1842	VIRTUAL ACADEMY	VA9009	10/07/2022	910.00				
	001-200-636	MAINTENANCE AGREEMEN	ANNUAL RENEWAL			910.00		13,719.29	31,500.00
		TOTAL >>>			208,542.15			208,542.15	

DOCKET NUMBER	*-----	VENDOR	-----*	*-----INVOICE-----*			APPRD/DISAPPRD	YTD SPENT	BUDGET
				NUMBER	DATE	AMOUNT			
				001-000-000			90,790.98		
				400-000-000			49,814.96		
				313-000-000			7,500.00		
				130-000-000			1,882.50		
				102-000-000			910.00		
				601-000-000			56,925.69		
				099-000-000			718.02		
TOTAL DOCKET >>						647,103.44	<u>647,103.44</u>		

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. BOARD BUSINESS:

c. Motion to approve Change Order No.1 on the Veterans Memorial Project decreasing the cost from \$237,442.00 to \$156,755.00, a decrease of \$80,687.00. This change order is within the scope of work of the contract as originally bid; the project is not a new undertaking outside the original scope of work; the change of the work of the change order is reasonable and in line with the prices under the original contract; entering into the change order is commercially reasonable under the circumstances; and this change order will not circumvent the public purchasing statutes.

7c

SECTION 00943-01 CHANGE ORDER NO. 1

Date of Issuance: February 24, 2023

Effective Date: _____

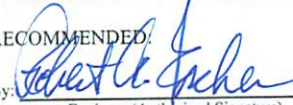

Project: Veterans Memorial Repairs	Owner: City of Waveland	Funding Agent's Contract No.: N/A
Contract: Hurricane Zeta Veterans Memorial Repairs		Date of Contract: _____, 2023
Contractor: DNA Underground, LLC		Engineer's Project No.: 221-019.003
16101 South Swan Road		
Gulfport, MS 39503		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This Change Order is requested by Engineer in an effort to effect repairs to the Veterans Memorial, which will restore it to the pre-Hurricane Zeta conditions as well as provide for limited hazard mitigation against future damage to the grounds on the south side of the monument.

Attachments: Attachment No. 1 to Change Order No. 1.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$237,442.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days): <u>30 days</u> Ready for final payment (days): <u>45 days</u>
Contract Price prior to this Change Order: \$237,442.00	Contract Times prior to this Change Order: Substantial completion (days): <u>30 days</u> Ready for final payment (days): <u>45 days</u>
Change of this Change Order: (\$80,687.00)	Change of this Change Order: Substantial completion (days): <u>0 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price incorporating this Change Order: \$156,755.00	Contract Times with all approved Change Orders: Substantial completion (days): <u>30 days</u> Ready for final payment (days): <u>45 days</u>

RECOMMENDED: By: <u></u> _____ Engineer (Authorized Signature)	ACCEPTED: By: _____ _____ Owner (Authorized Signature)	ACCEPTED: By: <u></u> _____ Contractor (Authorized Signature)
Date: <u>2-13-23</u>	Date: _____	Date: <u>2/9/23</u>

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract and waives all right to file any future claims arising out of this change.

APPROVED BY FUNDING AGENCY: _____ Date: _____

To be effective, this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

BASE BID - VETERANS MEMORIAL HURRICANE ZETA REPAIRS										
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXT. TOTAL	QTY THIS C.O.	UNIT PRICE	EXTENSION THIS C.O.	REVISED CONTRACT QTY	REVISED CONTRACT EXTENSION
1	Mobilization/ Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00	\$ -	1	\$ 10,000.00
2	Select Fill Material (FM)	50	CY	\$ 60.00	\$ 3,000.00		\$ 60.00	\$ -	50	\$ 3,000.00
3	Re-establishment of Vegetation	0.5	ACRE	\$ 8,000.00	\$ 4,000.00		\$ 8,000.00	\$ -	1	\$ 4,000.00
4	Remove and Dispose of existing concrete bench slab	1	LS	\$ 400.00	\$ 400.00		\$ 400.00	\$ -	1	\$ 400.00
5	42" Aluminum Guardrail	96	LF	\$ 245.00	\$ 23,520.00		\$ 245.00	\$ -	96	\$ 23,520.00
6	Replace/Install Damaged Light Pole	1	LS	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00	\$ -	1	\$ 12,500.00
7	Re-Level Brick Pavers	10	SF	\$ 125.00	\$ 1,250.00		\$ 125.00	\$ -	10	\$ 1,250.00
8	Install Rip-Rap (200lbs)	70	CY	\$ 220.00	\$ 15,400.00		\$ 220.00	\$ -	70	\$ 15,400.00
9	Replace and install Blue Star Memorial	1	LS	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00	\$ -	1	\$ 6,000.00
10	Replace Panel Box & Associated Electrical Components	1	LS	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00	\$ -	1	\$ 12,500.00
11	Installation of New Camera System	1	LS	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00	\$ -	1	\$ 6,000.00
12	Replacement of Stormwater Pipe	1	LS	\$ 2,800.00	\$ 2,800.00		\$ 2,800.00	\$ -	1	\$ 2,800.00
13	New Concrete Bench Slab	1	LS	\$ 3,800.00	\$ 3,800.00		\$ 3,800.00	\$ -	1	\$ 3,800.00
14	Remove and install 8' Park Bench	1	LS	\$ 450.00	\$ 450.00		\$ 450.00	\$ -	1	\$ 450.00
TOTAL BASE BID					\$ 101,620.00			\$ -		\$ 101,620.00
ALTERNATE #1 - HURRICANE IDA REPAIRS										
1	Select Fill Material (FM)	50	CY	\$ 60.00	\$ 3,000.00		\$ 60.00	\$ -	50	\$ 3,000.00
2	Re-establishment of Vegetation	0.16	ACRE	\$ 8,000.00	\$ 1,280.00		\$ 8,000.00	\$ -	0.16	\$ 1,280.00
3	42" Aluminum Guardrail	15	LF	\$ 245.00	\$ 3,675.00		\$ 245.00	\$ -	15	\$ 3,675.00
4	Re-Level Brick Pavers	10	SF	\$ 125.00	\$ 1,250.00		\$ 125.00	\$ -	10	\$ 1,250.00
TOTAL ALTERNATE #1					\$ 9,205.00					\$ 9,205.00
TOTAL ORIGINAL PROJECT COST					\$ 110,825.00					
ALTERNATE #2										
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ -	1	\$ 5,000.00
2	Stamped Finish Concrete Expansion at South End (to include footer on exposed edge)	37	CY	\$ 1,550.00	\$ 57,350.00	-37	\$ 1,550.00	\$ (57,350.00)	0	\$ -
3	Remove all existing guardrail and install 42" new aluminum rough finish guardrail	449	LF	\$ 218.00	\$ 97,882.00	-449	\$ 218.00	\$ (97,882.00)	0	\$ -
4	(DEDUCT) Base Bid Select Fill Material	37	CY	\$ (60.00)	\$ (2,220.00)	0	\$ (60.00)	\$ -	37	\$ (2,220.00)
5	(DEDUCT) Base Bid Re-establish vegetation	0.05	ACRE	\$ (8,000.00)	\$ (400.00)	0	\$ (8,000.00)	\$ -	0.05	\$ (400.00)
6	(DEDUCT) Base Bid 42" Aluminum Guardrail	96	LF	\$ (245.00)	\$ (23,520.00)	-96	\$ (245.00)	\$ 23,520.00	0	\$ -
7	(DEDUCT) Alternate No. 1 42" Aluminum Guardrail	15	LF	\$ (245.00)	\$ (3,675.00)	-15	\$ (245.00)	\$ 3,675.00	0	\$ -
8	(DEDUCT) Base Bid new concrete bench slab	1	LS	\$ (3,800.00)	\$ (3,800.00)	0	\$ (3,800.00)	\$ -	1	\$ (3,800.00)
TOTAL ALTERNATE #2 BID PRICE					\$ 126,617.00					\$ (1,420.00)
CHANGE ORDER NO. 1 - HAZARD MITIGATION GRANT PROPOSAL										
1	Broom Finish Concrete Expansion at South End (to include footer on exposed edge)		CY	\$ 1,279.73	\$ 47,350.00	37	\$ 1,279.73	\$ 47,350.00	37	\$ 47,350.00
SUBTOTAL CHANGE ORDER 1								\$ (80,687.00)		\$ 47,350.00
TOTAL ORIGINAL PROJECT COST					\$ 237,442.00					
TOTAL REVISED CONTRACT AMOUNT										\$156,755.00



COMPTON ENGINEERING, INC.
Engineering, Surveying & Environmental Services

LETTER OF TRANSMITTAL

**PROJECT: VETERANS MEMORIAL REPAIRS
RE-BID**

Post Office Box 2795
Bay St. Louis, MS 39521
Phone (228) 467-2770
Fax (228) 467-2720
compton@comptonengineering.com

TO: HAND DELIVERED
City of Waveland
301 Coleman Avenue
Waveland, MS 39576

DATE: March 13, 2023

CE PROJECT NUMBER: 221-019.003

WE ARE SENDING: Plans Specifications Letter Prints
 Addendums Change Orders Field Orders Drawings Photos
 Attached Other _____

COPIES	DATE	NO.	DESCRIPTION
1			Change Order No. 1

Transmitted: For signature For your use As requested Sign and return

Remarks: Please place on next agenda for approval and execution.

pc: File _____

NOTE: Submittal and shop drawing review is for general compliance with the contract documents. No responsibility is assumed for correctness of dimensions, quantities or details.

By: Dawn Malley
Administrative Assistant

RECEIVED BY:	
_____	_____
Name	Date

If attachments are not as noted, please advise at once.
 M:\2021\221-019 - City of Waveland - Multiple Projects Directed to Hurricane Zeta\221-019.003 - VFW Memorial\Re-Bid\Transmittal\Transmittal City of Waveland 03-13-2023.doc
 This transmittal is confidential and is intended solely for the use of the recipient (the part to whom it is addressed). This message may contain material protected by the attorney-client privilege. If you are not the intended recipient, be advised that you have received this transmittal in error and that any use, dissemination, forwarding, printing, or copying of this transmittal is strictly prohibited.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. BOARD BUSINESS:

d. Motion to approve the following Rental Agreements with RJ Young for two new copiers (State Contract price), one copier in the Mayor's Suite at a cost of \$444.15 monthly and the other copier in the Patrol Office at the Police Department at a cost of \$186.43 monthly. This motion shall also approve to re-lease the following copiers at much reduced lease rates. Note: the copiers will remain in use by the following departments: Ricoh IMC3000 at the Central Fire Station Administrative Office, Ricoh IMC3500 at the Police Administrative Office, Ricoh IMC4500 at the Main Court Office, Ricoh AAA53206 at the Planning & Zoning Office, and the Ricoh IMC3000 at the Utility Department. Note: Purchasing Agent, Katharine Corr, will be present to answer questions.

7d

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by City of Waveland and between (hereinafter referred to as Customer), and RJ Young (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. **EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. **SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. **RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name RJ Young
Title Michelle Gipson/Account Executive
Address 14231 Seaway Rd Ste.1001
Gulfport Ms. 39503

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

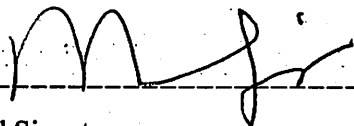
31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor 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 existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of March 2023.

Vendor: RJ Young Company


By: 
Authorized Signature

Printed Name: Michelle Gipson

Title: Account Representative

Witness my signature this the _____ day of March 2023.

Customer: City of Waveland

By: 
Authorized Signature

Printed Name: _____

Title: _____

Revised Date: February 2017

**EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)**

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062043

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Waveland

Bill to Address: P. O. Box 539 Waveland, Ms. 39576

Ship to Address: Mayor Office 301 Coleman Avenue, Ms. 39576

Description of Equipment, Software, or Services Price: \$444.15/ Monthly

Canon imagePress Lite C265 w/Stapler Finisher AC1 & Super G3 Fax AX1

Supply Maintenance Plan includes all parts, labor, toners and staples.

B/W Billed Per Click \$.009 & Color Billed Per Click \$.045

Delivery Schedule and Installation Date:

Rental Term: 48 Months

Start Date:

End Date:

Modifications:


Vendor Signature


Customer Signature

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

70

This Rental Agreement (hereinafter referred to as Agreement) is entered into by City of Waveland and between (hereinafter referred to as Customer), and RJ Young (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name RJ Young
Title Michelle Gipson/Account Executive
Address 14231 Seaway Rd Ste.1001
Gulfport Ms. 39503

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

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19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

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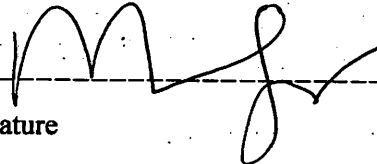
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Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of March 2023.

Vendor: RJ Young Company

By: 
Authorized Signature

Printed Name: Michelle Gipson

Title: Account Representative

Witness my signature this the _____ day of March 2023.

Customer: City of Waveland

By: 
Authorized Signature

Printed Name: _____

Title: _____

Revised Date: February 2017

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RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062043

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Waveland

Bill to Address: P. O. Box 539 Waveland, Ms. 39576

Ship to Address: Patrol Office - 1602 McLaurin Street, Ms. 39576

Description of Equipment, Software, or Services Price: \$186.43/ Monthly

Canon iR ADV DX3835i w/Cassette Feeding Unit AW1, Inner Tray M1& Super G3 Fax Board-BH1

Supply Maintenance Plan includes all parts, labor, toners and staples.

B/W Billed Per Click \$.01 & Color Billed Per Click \$.056

Delivery Schedule and Installation Date:

Rental Term: 48 Months

Start Date:

End Date:

Modifications:



Vendor Signature



Customer Signature

RJ Young Company - Nashville

P.O. Box 40623 Nashville, TN 37204

(615)255-8551

(800)347-1955

Page 1 of 2

Order # HMTZ00

Sales Rep # 20SA81

Cost Per Copy Agreement

Customer Purchase Order

<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name – Include Inc., Corp., LLC etc. City of Waveland				Customer Name City of Waveland			
				Department Central Fire Dept.		County Hancock	
Street Address P. O Box 539				Street Address 427 Hwy 90			
City Waveland		State MS	Zip+4 39576	City Waveland		State MS	Zip+4 39576
Contact Name Katharine Corr		Phone # 228-467-4134	Fax #	Meter Contact Katharine Corr		Phone # 228-467-4134	Fax #
Email kcorr@waveland-ms.gov				Email kcorr@waveland-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA53246	IMC3000 (Existing)	3109R200067		

Trade-In/Buyout (Items to be picked up)					Total This Page
					Total From Add'l Equipment List
					Sales Tax
					Total
					Tax Exempt <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Attach Exemption Certificate

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency			
	48		\$79.50	Monthly	Monthly			
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.008700	Monthly Minimum Number of Color Copies	0	Overage Rate per Color Copy	0.052000	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersion <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input checked="" type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2		

Remarks:
This is 48 month Re Lease and SMP Rates locked for the term.

Signature: <u>X</u> Print Name: _____ Title: _____ Date: _____		Additional terms and conditions on page 2. Sales Rep: <u>[Signature]</u> Date: _____ Sales Manager: _____ Date: _____	
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CENTRAL FIRE STN.

*This is a non-cancelable agreement*Order # **HMTZ00**

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when, and by such means as we request, YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement; (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees; reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep # 20SA81	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. City of Waveland				Customer Name City of Waveland <i>Td</i>			
Street Address P. O Box 539				Department Police Dept. Admin		County Hancock	
City Waveland		State MS	Zip+4 39576	City Waveland		State MS	Zip+4 39576
Contact Name Katharine Corr		Phone # 228-467-4134	Fax #	Meter Contact Katharine Corr		Phone # 228-467-4134	Fax #
Email kcorr@waveland-ms.gov				Email kcorr@waveland-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA38342	IMC3500 (Existing)	311RC00324		

Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
						Total
Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attach Exemption Certificate						

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency			
	48		\$106.00	Monthly	Monthly			
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.008700	Monthly Minimum Number of Color Copies	0	Overage Rate per Color Copy	0.052000	Agreement Includes <input type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2		

Remarks:
 This is a 48 month ReLease and SMP Rates locked for 48 months.

<i>Additional terms and conditions on page 2.</i>		Sales Rep: <u><i>[Signature]</i></u> Date: _____
Signature: _____	Print Name: _____	Sales Manager: _____ Date: _____
Title: _____	Date: _____	



POLICE ADMIN

*This is a non-cancelable agreement*Order # **HMU000**

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE, NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES: In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business; if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep # 20SA81	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name – Include Inc., Corp., LLC etc. City of Waveland				Customer Name Katharine Corr <i>7d</i>			
Street Address P. O Box 539				Department Main Court Office		County Hancock	
City Waveland		State MS	Zip+4 39576	City Waveland		State MS	Zip+4 39576
Contact Name Katharine Corr		Phone # 228-467-4134	Fax #	Meter Contact Katharine Corr		Phone # 228-467-4134	Fax #
Email kcorr@waveland-ms.gov				Email kcorr@waveland-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA53207	IMC4500 (Existing)	3129M241450		
Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
						Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No Attach Exemption Certificate
						Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency			
	48		\$132.50	Monthly	Monthly			
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.008700	Monthly Minimum Number of Color Copies	0	Overage Rate per Color Copy	0.052000	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> MAM <input checked="" type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2		

Remarks:
This is a 48 month ReLease and SMP Rates locked for 48 months.

<i>Additional terms and conditions on page 2.</i>		Sales Rep: <i>[Signature]</i>	Date: _____
Signature: <i>[Signature]</i>	Print Name: _____	Sales Manager: _____	Date: _____
Title: _____	Date: _____		



COURT ADMIN

*This is a non-cancelable agreement*Order # **HMU100**

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. **YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.**

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

RJ Young Company - Nashville
P.O. Box 40623 Nashville, TN 37204

(615)255-8551
(800)347-1955

Order # **HMU200**

Sales Rep # **20SA81**

Cost Per Copy Agreement

Customer Purchase Order

Billing Location				Install Location			
Full Customer Name - Include Inc., Corp., LLC etc. City of Waveland				Customer Name City of Waveland			
Street Address P. O Box 539				Street Address 301 Coleman Avenue			
City Waveland		State MS	Zip+4 39576	City Waveland		State MS	Zip+4 39576
Contact Name Katharine Corr		Phone # 228-467-4134	Fax #	Meter Contact Katharine Corr		Phone # 228-467-4134	Fax #
Email kcorr@waveland-ms.gov				Email kcorr@waveland-ms.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA53206	IMC4500 (Existing)	3129M241352		

Trade-In/Buyout (Items to be picked up)					Total This Page
					Total From Add'l Equipment List
					Sales Tax
					Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency			
	48		\$132.50	Monthly	Monthly			
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.008700	Monthly Minimum Number of Color Copies	0	Overage Rate per Color Copy	0.052000	Agreement Includes <input type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input type="checkbox"/> Used <input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2		

Remarks:
This is a 48 Month ReLease and SMP Rates locked for 48 months.

Additional terms and conditions on page 2. Signature: <i>X</i> Print Name: _____ Title: _____ Date: _____		Sales Rep: <i>[Signature]</i> Date: _____ Sales Manager: _____ Date: _____	
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PLANNING & ZONING

*This is a non-cancelable agreement*Order # **HMU200**

2. RENTAL AGREEMENT. You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when, and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. CONNECTION TO COMPUTERS/NETWORKS. RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. TITLE; RECORDING. We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. USE. You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. ASSIGNMENT. You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. LOSS OR DAMAGE. You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. TAXES AND FEES. You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. EQUIPMENT LOCATION; RETURN. You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. RENEWAL. Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. DEFAULT. You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. REMEDIES. In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. MISCELLANEOUS. This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. JURISDICTION. You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. INTERPRETATION. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep # 20SA81	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name - Include Inc., Corp., LLC etc. City of Waveland				Customer Name City of Waveland 7d			
Street Address P. O Box 539				Street Address 301 Coleman Avenue			
City Waveland		State MS	Zip+4 39576	City Waveland		State MS	Zip+4 39576
Contact Name Katharine Corr		Phone # 228-467-4134	Fax #	Meter Contact Katharine Corr		Phone # 228-467-4134	Fax #
Email kcorr@waveland-ms.gov				Email kcorr@waveland-ms.gov			


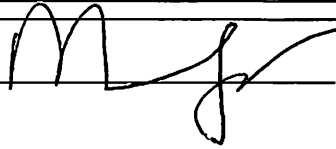
Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh	AAA76612	IMC3000 (Existing)	3101R100391		

Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
						Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency			
	48		\$79.50	Monthly	Monthly			
Monthly Minimum Number of B&W Copies	0	Overage Rate per B&W Copy	0.008700	Monthly Minimum Number of Color Copies	0	Overage Rate per Color Copy	0.052000	Agreement Includes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured <input type="checkbox"/> Additional Unit <input type="checkbox"/> Equipment <input type="checkbox"/> MAM <input checked="" type="checkbox"/> Used <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MICR Toner
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet		Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints		Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2		Overage Rate per Misc 2		

Remarks:
 This is a 48 Month Release and SMP Rates locked for 48 months.

Signature: 		Sales Rep: 		Date: _____
Print Name: _____		Sales Manager: _____		Date: _____
Title: _____		Date: _____		



UTILITY DEPT.

This is a non-cancelable agreement

Order # **HMU300**

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE, NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.
4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.
5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.
6. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.
7. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.
8. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.
9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.
10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.
11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.
12. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.
13. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.
14. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.
15. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.
16. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.
17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.
18. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.
19. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.
20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. BOARD BUSINESS:

e. Motion to cancel and terminate the contract with Compton Engineering for design services of the Garfield Ladner Pier, and to direct the Mayor and City Attorney to provide all necessary notices for cancellation of the contract in accordance with the terms of the agreement.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

BLIGHTED PROPERTY

- a. 1207 Taranto Street – Property Owner Torey Lowe
Update from Hannah McCraney, Code Enforcement Officer.
- b. Public Hearing – 9138 Kiln-Waveland Cutoff, Parcel #138M-0-33-307.000, Owner -
Wilbert Thompson
- c. Public Hearing – 0 Kiln Waveland Cutoff, Parcel #138M-0-33-308.000, Owner-
Wilbert Thompson

Tabled
1st Meeting
Oct 5th

AFFIDAVIT REGARDING ADDRESS/PARCEL NO.
1207 Taranto St / 162L-1-09-007.000

Blighted Prop
a.

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
CITY OF WAVELAND

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

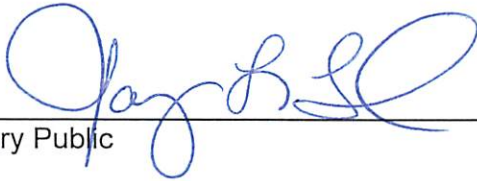
1. That she, Ms. Hannah McCraney, Code Enforcement Officer for the City of Waveland, Mississippi;
2. That in such capacity, he is responsible for and has accomplished the following for the above property and parcel(s):
 - A. Providing notice to the property owner, Tory Lowe, by U.S.P.S. Regular and Delivery Confirmation to the **address of the subject property** two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - a) Copy of the addressed envelope attached hereto as Exhibit "A"
 - b) Copy of the notice attached hereto as Exhibit "B"
 - B. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation to the **address where the ad valorem tax notice** for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - c) Copy of the ad valorem addressed envelope attached hereto as Exhibit "C"
 - d) Copy of letter from the Hancock County Tax Assessor's Office regarding the current ad valorem address attached hereto as Exhibit "D"
 - C. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address of the subject property two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - D. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address where the ad valorem tax notice for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - E. **Posting of notice** of public hearing for at least two weeks before the date of the hearing **on the property** or parcel(s) of land alleged to be in need of cleaning; and
 - e) Copy of the posting public notice attached hereto as Exhibit "E"
 - F. **Posting of notice** of public hearing for at least two weeks before the date of the hearing at **City Hall**; and
 - G. Taking **current photographs** of the property and parcel(s) to determine the state of the property in its then condition on the date of the public hearing; and

- f) Copy of the property pictures attached hereto as Exhibit "F" - Exhibit "F" containing 3 number of pictures taken on the date of 9-21-2022.
- H. Attempting to make contact with the property owner prior to the formal process of MS Code Ann. Section 21-19-11 to allow the property owner the opportunity to clean the subject property without City intervention.
- g) Copy of Notes of Code Enforcement Officers prior attempts and communications with property owner attached hereto as Exhibit "G"



Hannah McCraney, Code Enforcement Officer, Affiant

Sworn to and subscribed before me on this the 13 day of September, 2022.



Notary Public

- My Commission Expires -



Blighted Property - b.

AFFIDAVIT REGARDING ADDRESS/PARCEL NO.

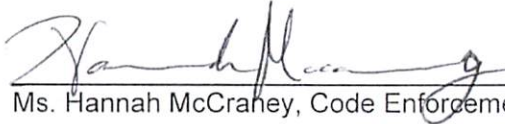
9138 Kiln-Waveland Cutoff / 138M-0-33-307.000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
CITY OF WAVELAND

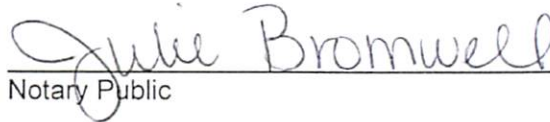
BEFORE ME, the undersigned authority authorized to administer oaths in the aforesaid jurisdiction, on this day personally appeared Ms. Hannah McCraney, Code Enforcement Clerk, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That she, Ms. Hannah McCraney, Code Enforcement Clerk for the City of Waveland, Mississippi;
2. That in such capacity, he is responsible for and has accomplished the following for the above property and parcel(s):
 - A. Providing notice to unknow heirs at law of, Wilbert Thompson, by U.S.P.S. Regular and Delivery Confirmation to the **address of the subject property** two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - a) Copy of the addressed envelope attached hereto as Exhibit "A"
 - b) Copy of the notice attached hereto as Exhibit "B"
 - B. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation to the **address where the ad valorem tax notice** for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - c) Copy of the ad valorem addressed envelope attached hereto as Exhibit "C"
 - d) Copy of letter from the Hancock County Tax Assessor's Office regarding the current ad valorem address attached hereto as Exhibit "D"
 - C. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address of the subject property two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - D. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address where the ad valorem tax notice for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - E. **Posting of notice of public hearing for at least two weeks before the date of the hearing on the property or parcel(s) of land alleged to be in need of cleaning; and**
 - e) Copy of the posting public notice attached hereto as Exhibit "E"
 - F. **Posting of notice of public hearing for at least two weeks before the date of the hearing at City Hall; and**
 - G. Taking **current photographs** of the property and parcel(s) to determine the state of the property in its then condition on the date of the public hearing; and

- f) Copy of the property pictures attached hereto as Exhibit "F" - Exhibit "F" containing 3 number of pictures taken on the date of 03-13-2023.
- H. Attempting to make contact with the property owner prior to the formal process of MS Code Ann. Section 21-19-11 to allow the property owner the opportunity to clean the subject property without City intervention.
- g) Copy of Notes of Code Enforcement Officers prior attempts and communications with property owner attached hereto as Exhibit "G"


Ms. Hannah McCrahey, Code Enforcement Clerk

Sworn to and subscribed before me on this the 15 day of March, 2023.


Notary Public

- My Commission Expires -



PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$007.75⁰²
ZIP 39576
041L10429061



To the unknown Heirs at law of Wilbert
Thompson
60293 Bryan Rd.
Slidell, LA 70460

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$000.60⁰²
ZIP 39576
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City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$007.75⁰²
ZIP 39576
041L10429061



To the unknown Heirs at law of Wilbert
Thompson
0 Kiln Waveland Cutoff
Waveland, MS 39576

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

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Waveland, MS 39576

NEOPOST
03/07/2023
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City of Waveland
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Waveland, MS 39576

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03/07/2023
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To the unknown Heirs at law of Wilbert
Thompson
0 Kiln Waveland
Waveland, MS

To the unknown Heirs at law of Wilbert
Thompson
0 Kiln Waveland Cutoff
Waveland, MS 39576

PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

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301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
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To the unknown Heirs at law of Wilbert
Thompson
803 Constitution Dr.
Slidell, LA 70458

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Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$007.75⁰²
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To the unknown Heirs at law of Wilbert
Thompson
9135 Kiln Waveland Cutoff
Waveland, MS 39576

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

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Slidell, LA 70458

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803 Constitution Dr.
Slidell, LA 70458

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

To the unknown Heirs at law of Wilbert
Thompson
9135 Kiln Waveland Cutoff
Waveland, MS 39576

Mar 7, 2023 at 3:22:54 PM

EXHIBIT A

Exhibit "B"



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

March 7, 2023

To the unknown Heirs at law of Wilbert Thompson
803 Constitution Dr.
Slidell, LA 70458

USPS TRACKING #
& CUSTOMER
RECEIPT

9114 9023 0722 4339 0540 28
For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.

RE: Notice of Violation
9138 Kiln Waveland Cutoff
Waveland, MS 39576
Tax Parcel ID #138M-0-33-307.000

Dear unknown Heirs at law of Wilbert Thompson,

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

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

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

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Alderman on March 22 2023, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave; Waveland MS 39576, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is an unsafe

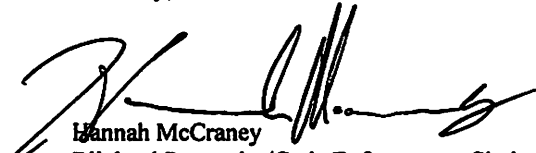
Exhibit "B"

structure that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

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

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

Sincerely,



Hannah McCraney
Blighted Properties/Code Enforcement Clerk

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

Exhibit "B"



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

March 7, 2023

To unknown Heirs at of Wilbert Thompson
60293 Bryan Rd.
Slidell, LA 70460

USPS TRACKING # **9114 9023 0722 4339 0536 33**
& CUSTOMER
RECEIPT For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.

RE: Notice of Violation
9138 Kiln Waveland Cutoff
Waveland, MS 39576
Tax Parcel ID #138M-0-33-307.000

Dear unknown Heirs at of Wilbert Thompson,

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

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

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

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Alderman on March 22 2023, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave; Waveland MS 39576, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is an unsafe

Exhibit "B"

structure that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

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

Sincerely,



Hannah McCraney
Blighted Properties/Code Enforcement Clerk

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

Exhibit "B"



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

March 7, 2023

To the unknown Heirs at law of Wilbert Thompson
9138 Kiln Waveland Cutoff
Waveland, MS 39576

USPS TRACKING # **9114 9023 0722 4339 0636 57**
& CUSTOMER
RECEIPT For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.

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9138 Kiln Waveland Cutoff
Waveland, MS 39576
Tax Parcel ID #138M-0-33-307.000

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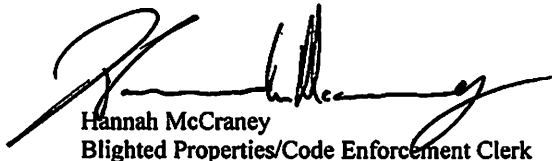
Exhibit "B"

above. At this hearing, the City Council will be asked to adjudicate that the ~~subject property is an unsafe~~ structure that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

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Sincerely,



Hannah McCraney
Blighted Properties/Code Enforcement Clerk

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

PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
\$007.75⁰⁰
ZIP 39576
041L10429001

UNITED STATES
POSTAL SERVICE

USPS TRACKING #



To the unknown Heirs at law of Wilbert
Thompson
60293 Bryan Rd.
Slidell, LA 70460

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
\$000.60⁰⁰
ZIP 39576
041L10429001

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60293 Bryan Rd.
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UNITED STATES
POSTAL SERVICE

USPS TRACKING #



To the unknown Heirs at law of Wilbert
Thompson
0 Kiln Waveland Cutoff
Waveland, MS 39576

City of Waveland
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Waveland, MS 39576

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To the unknown Heirs at law of Wilbert
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City of Waveland
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To the unknown Heirs at law of Wilbert
Thompson
0 Kiln Waveland
Waveland, MS

To the unknown Heirs at law of Wilbert
Thompson
0 Kiln Waveland Cutoff
Waveland, MS 39576

PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
\$007.75⁰⁰
ZIP 39576
041L10429001

UNITED STATES
POSTAL SERVICE

USPS TRACKING #



To the unknown Heirs at law of Wilbert
Thompson
803 Constitution Dr.
Slidell, LA 70458

PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
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ZIP 39576
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UNITED STATES
POSTAL SERVICE

USPS TRACKING #



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NEOPOST
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US POSTAGE
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ZIP 39576
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UNITED STATES
POSTAL SERVICE

USPS TRACKING #



To the unknown Heirs at law of Wilbert
Thompson
9139 Kiln Waveland Cutoff
Waveland, MS 39576

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
\$000.60⁰⁰
ZIP 39576
041L10429001

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City of Waveland
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Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
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ZIP 39576
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To the unknown Heirs at law of Wilbert
Thompson
803 Constitution Dr.
Slidell, LA 70458

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Thompson
803 Constitution Dr.
Slidell, LA 70458

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE
\$000.60⁰⁰
ZIP 39576
041L10429001

To the unknown Heirs at law of Wilbert

Exhibit "C"

Mar 7, 2023 at 3:22:54 PM

Hannah McCraney

From: Sandra Hoda <Sandra.Hoda@co.hancock.ms.us>
Sent: Thursday, March 9, 2023 2:21 PM
To: Hannah McCraney
Subject: RE: Address Verification

Exhibit "D"

I have 803 Constitution Dr. Slidell, LA 70458

From: Hannah McCraney <HMcCraney@waveland-ms.gov>
Sent: Wednesday, March 8, 2023 11:50 AM
To: Sandra Hoda <Sandra.Hoda@co.hancock.ms.us>
Subject: Address Verification

*****CAUTION EXTERNAL EMAIL*****

Please do not click links or open attachments unless you recognize the sender and know the content is safe.
NEVER input any personal information, usernames, or passwords from sources you can't verify.

Parcel Number: 138M-0-33-307.000
Owner Name: Thompson, Wilbert
Owner Address: 60293 Bryan Rd.
Owner City, State ZIP: Slidell, LA 70460
Physical Address: 9138 Kiln Waveland Cutoff

Hannah McCraney
Code Enforcement Clerk
Phone: 228-205-2988



This e-mail and any files transmitted with it are Hancock County property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient's or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Exhibit "E"



Mar 8, 2023 at 10:05:29 AM

Exhibit "E"

CITY OF WAVELAND HOUSTON COUNTY

Building/Zoning Department 301 Coleman Avenue Waveland, MS 39576 (228)466-2349 (228)467-5177 FAX

March 5, 2023

To the unknown Heirs at law of Wilbert Thompson 9118 Kiba Waveland Court Waveland, MS 39576

PHONE TRACKING 8114 8022 0722 4329 0518 87

RE: Notice of Violation 9118 Kiba Waveland Court Waveland, MS 39576 Tax Parcel ID #118M-0-33-107-000

Dear unknown Heirs at law of Wilbert Thompson,

This office has received a complaint concerning the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure. The structure is in violation of Section 211-19-13 (Mini Code Amended, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible."

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

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

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Aldermen on March 22, 2023, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave, Waveland MS 39576, on the violations set forth

Above: ALIEN HEARING, the City Council will be asked to adjudge that the subject property is an unsafe structure that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a nuisance to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave, Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2349, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

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

Sincerely,

[Signature] Bernab McCraney Blighted Properties Code Enforcement Clerk

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

Mar 8, 2023 at 11:14:14 AM

...ing Water Q of Waveland PW

...er safe? ...and to protect this year's Annual Water Q ...is issued by the Safe Drinking Water Act D ...best where your water comes from, when it is ...policy agencies. This report is a standard ...ed to providing you with information because

...d to take special precautions?

...ple may be more vulnerable to contaminants ...of immune-compromised persons such as p ...eap, persons who have undergone organ tr ...system disorders, some elderly, and infan ...ple should seek advice about drinking wa ...ters for Disease Control (CDC) guidelines ...to Cryptosporidium and other microbial c ...inking Water (800-426-4791).

...oes my water come from?

...source is from wells drawing from the G

...water assessment and its availability

...re water assessment ranks our water supp ...nition. This report is available in the offic

...e there contaminants in my drinking wa

...y water, including bottled water, may rou ...of some contaminants. The presence of

...year that was within the optimal range o

...mal Information for Lead

...nt, elevated levels of lead can cause serio ...and young children. Lead in drinking wa ...ed with service lines and home plumbing ...lity drinking water, but cannot control l ...ents. When your water has been sitting f ...posure by flushing your tap for 30 sec ...y or cooking. If you are concerned abo ...sted. Information on lead in drinking wa ...re exposure is available from the Safe D ...wv.epa.gov/safewater/lead.

Water Quali

to ensure that tap water is safe to drink ...of contaminants in water provided by p ...king water contaminants that we detect ...h many more contaminants were tested ...ter. All sources of drinking water contai ...these substances are generally not harm ...hments would be extremely expensive, a ...on of public health. A few naturally occ ...y water and have nutritional value at fo ...d in this table as from testing. This r ...quires us to monitor for certain contam ...trations of these contaminants do not v ...sidered vulnerable to this type of cont ...native, may be more than one year old ...ht not be familiar to you. To help you ...nitions below the table.

Table with 2 columns: Contaminant Name, Detectable in Water? (Yes/No)

Table with 2 columns: Contaminant Name, Maximum Contaminant Level (MCL) or Maximum Contaminant Level Goal (MCLG)

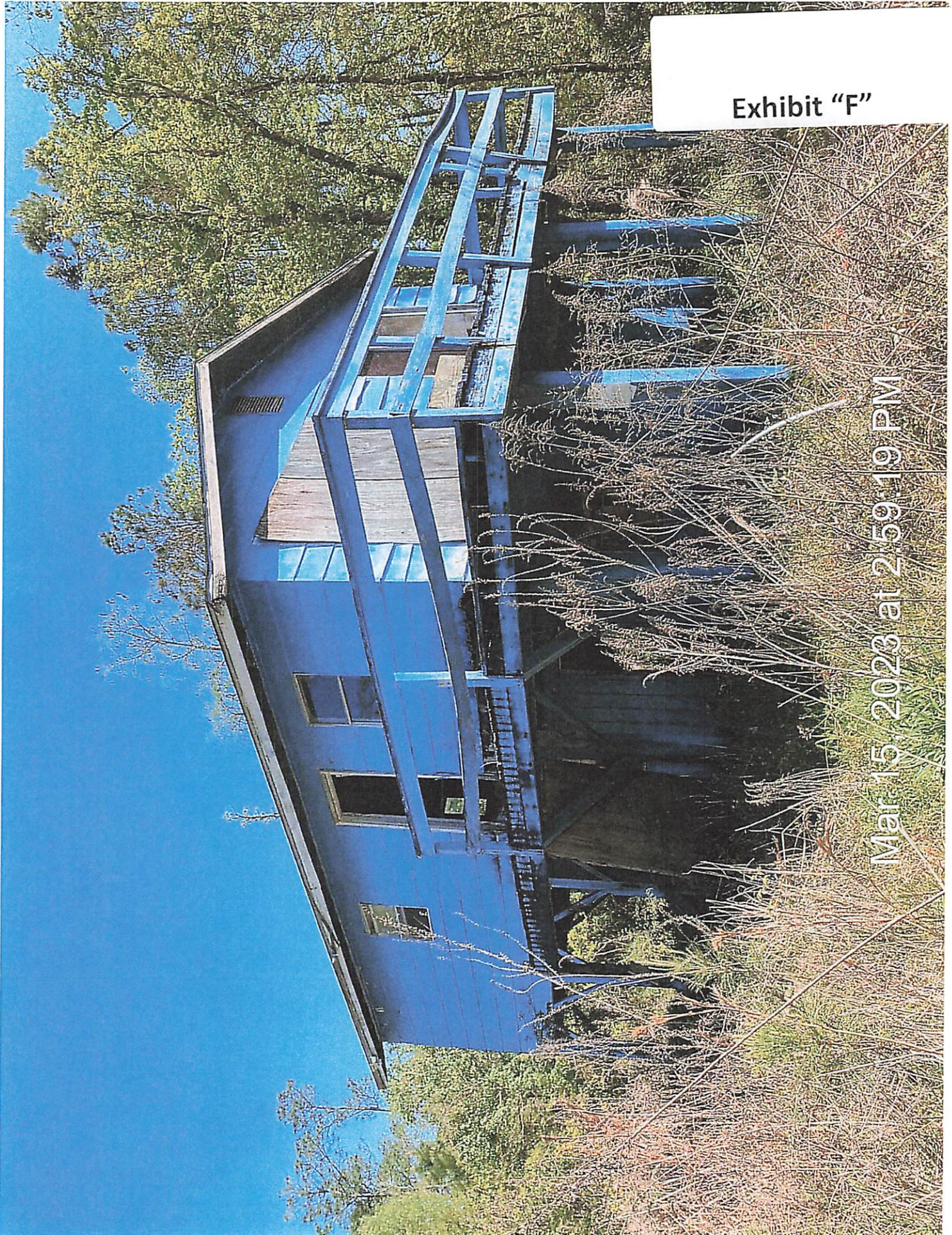


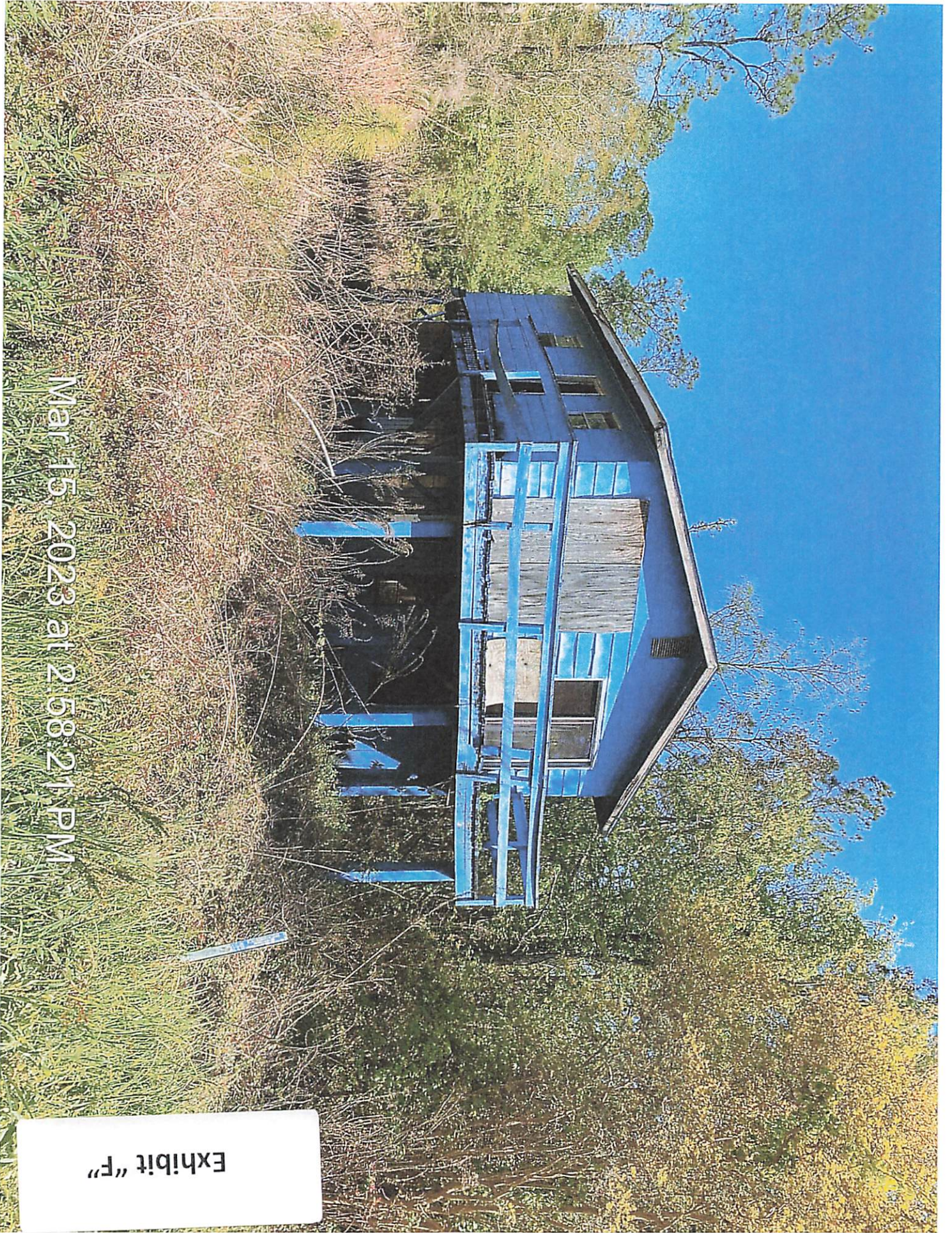
Mar 15, 2023 at 12:59:51 PM

Exhibit "F"

Exhibit "F"

Mar 15, 2023 at 2:59:19 PM





Mar 15, 2023 at 2:58:21 PM

Exhibit "F"

Blighted Prop-c

AFFIDAVIT REGARDING ADDRESS/PARCEL NO.

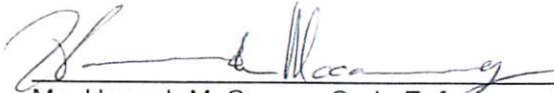
0 Kiln-Waveland Cutoff / 138M-0-33-308.000

STATE OF MISSISSIPPI
COUNTY OF HANCOCK
CITY OF WAVELAND

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

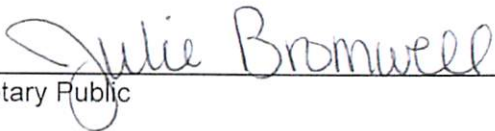
1. That she, Ms. Hannah McCraney, Code Enforcement Clerk for the City of Waveland, Mississippi;
2. That in such capacity, he is responsible for and has accomplished the following for the above property and parcel(s):
 - A. Providing notice to unknow heirs at law of, Wilbert Thompson, by U.S.P.S. Regular and Delivery Confirmation to the **address of the subject property** two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - a) Copy of the addressed envelope attached hereto as Exhibit "A"
 - b) Copy of the notice attached hereto as Exhibit "B"
 - B. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation to the **address where the ad valorem tax notice** for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - c) Copy of the ad valorem addressed envelope attached hereto as Exhibit "C"
 - d) Copy of letter from the Hancock County Tax Assessor's Office regarding the current ad valorem address attached hereto as Exhibit "D"
 - C. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address of the subject property two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - D. Providing notice to the property owner by U.S.P.S. Regular and Delivery Confirmation Mail to the address where the ad valorem tax notice for the above property is sent two weeks before the date of the public hearing for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; and
 - E. **Posting of notice** of public hearing for at least two weeks before the date of the hearing **on the property** or parcel(s) of land alleged to be in need of cleaning; and
 - e) Copy of the posting public notice attached hereto as Exhibit "E"
 - F. **Posting of notice** of public hearing for at least two weeks before the date of the hearing at **City Hall**; and
 - G. Taking **current photographs** of the property and parcel(s) to determine the state of the property in its then condition on the date of the public hearing; and

- f) Copy of the property pictures attached hereto as Exhibit "F" - Exhibit "F" containing 3 number of pictures taken on the date of 03-13-2023.
- H. Attempting to make contact with the property owner prior to the formal process of MS Code Ann. Section 21-19-11 to allow the property owner the opportunity to clean the subject property without City intervention.
- g) Copy of Notes of Code Enforcement Officers prior attempts and communications with property owner attached hereto as Exhibit "G"



Ms. Hannah McCraney, Code Enforcement Clerk

Sworn to and subscribed before me on this the 15 day of March, 2023.



Notary Public

- My Commission Expires -



PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$007.75⁰

ZIP 39576
041L10429001



To the unknown Heirs at law of Wilbert
Thompson
60293 Bryan Rd.
Slidell, LA 70460

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$000.60⁰

ZIP 39576
041L10429001

To the unknown Heirs at law of Wilbert
Thompson
60293 Bryan Rd.
Slidell, LA 70460

To the unknown Heirs at law of Wilbert
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Thompson
0 Kiln Waveland Cutoff
Waveland, MS 39576

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$000.60⁰

ZIP 39576
041L10429001

To the unknown Heirs at law of Wilbert
Thompson
60293 Bryan Rd.
Slidell, LA 70460

PRIORITY MAIL FLAT RATE ENVELOPE
ONE RATE & ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$007.75⁰

ZIP 39576
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To the unknown Heirs at law of Wilbert
Thompson
803 Constitution Dr.
Slidell, LA 70458

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9135 Kiln Waveland Cutoff
Waveland, MS 39576

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City of Waveland
301 Coleman Ave.
Waveland, MS 39576

To the unknown Heirs at law of Wilbert
Thompson
9135 Kiln Waveland Cutoff
Waveland, MS 39576

Mar 7, 2023 at 3:22:54 PM

EXHIBIT 103

Exhibit "B"



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

March 7, 2023

To the unknown Heirs at law of Wilbert Thompson
0 Kiln Waveland Cutoff
Waveland, MS 39576

USPS TRACKING # **9114 9023 0722 4339 0535 40**
& CUSTOMER
RECEIPT For Tracking or inquiries go to USPS.com
or call 1-800-222-1811.

RE: Notice of Violation
0 Kiln Waveland Cutoff
Waveland, MS 39576
Tax Parcel ID #138M-0-33-308.000

Dear unknown Heirs at law of Wilbert Thompson,

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

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

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

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Alderman on March 22 2023, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave; Waveland MS 39576, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is an unsafe

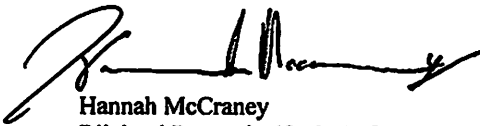
Exhibit "B"

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

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

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

Sincerely,



Hannah McCraney
Blighted Properties/Code Enforcement Clerk

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

Exhibit "B"



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

March 7, 2023

To the unknown Heirs at law of Wilbert Thompson
Constitution Dr.
Slidell, LA 70458

USPS TRACKING # **9114 9023 0722 4339 0540 35**
& CUSTOMER RECEIPT For Tracking or inquiries go to USPS.com
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Exhibit "B"

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Hannah McCraney
Blighted Properties/Code Enforcement Clerk

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

Exhibit "B"



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

March 7, 2023

To the unknown Heirs at law of Wilbert Thompson
60293 Bryan Rd.
Slidell, LA 70460

USPS TRACKING # **9114 9023 0722 4339 0540 11**
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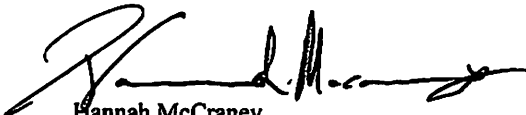
Exhibit "B"

structure that is found to be dangerous to the life, health, property or safety of any person or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

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Hannah McCraney
Blighted Properties/Code Enforcement Clerk

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

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City of Waveland
301 Coleman Ave.
Waveland, MS 39576

NEOPOST
03/07/2023
US POSTAGE \$007.75⁰⁰
ZIP 39576
041L10429001



To the unknown Heirs at law of Wilbert
Thompson
60293 Bryan Rd.
Slidell, LA 70460

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To the unknown Heirs at law of Wilbert
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803 Constitution Dr.
Slidell, LA 70458

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301 Coleman Ave.
Waveland, MS 39576

To the unknown Heirs at law of Wilbert
Thompson
9135 Kiln Waveland Cutoff
Waveland, MS 39576

Exhibit "C"

Mar 7, 2023 at 3:22:54 PM

Hannah McCraney

From: Sandra Hoda <Sandra.Hoda@co.hancock.ms.us>
Sent: Thursday, March 9, 2023 2:22 PM
To: Hannah McCraney
Subject: RE: Address Verification

Exhibit "D"

I have 803 Constitution Dr Slidell, LA 70458

From: Hannah McCraney <HMcCraney@waveland-ms.gov>
Sent: Wednesday, March 8, 2023 11:49 AM
To: Sandra Hoda <Sandra.Hoda@co.hancock.ms.us>
Subject: Address Verification

*****CAUTION EXTERNAL EMAIL*****

Please do not click links or open attachments unless you recognize the sender and know the content is safe.
NEVER input any personal information, usernames, or passwords from sources you can't verify.

Parcel Number: 138M-0-33-308.000
Owner Name: Thompson, Wilbert
Owner Address: 60293 Bryan Rd.
Owner City, State ZIP: Slidell, LA 70460
Physical Address: 0 Kiln Waveland Cutoff

Hannah McCraney
Code Enforcement Clerk
Phone: 228-205-2988



This e-mail and any files transmitted with it are Hancock County property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient's or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Exhibit "E"



Mar 8, 2023 at 10:05 29 AM

Exhibit "E"



CITY OF
WAVELAND
HOSPITALITY CITY
Building/ zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

March 7, 2023

To the unknown Heirs at law of Wilbert Thompson
c/o K21 Waveland Cutoff
Waveland, MS 39576

LONG TRACKING & COURTESY
8114 8023 0722 4339 0826 40
P.O. BOX 180220-0826

EE: Notice of Violation
c/o Kim Waveland Cutoff
Waveland, MS 39576
Tax Parcel ID #11EM-8-11-107 000

Dear unknown Heirs at law of Wilbert Thompson,

This office has received a complaint regarding the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure. The structure is in violation of Section 21-18-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." and Section 104.6 of the IMC, states "All exterior walls shall be free from holes, tears, and loose or missing materials, and maintained weathertight and properly surface coated where required to prevent deterioration."

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

Sincerely,

Hannah McCrary
Building Properties/Code Enforcement Clerk

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

Mar 8, 2023 at 11:14:06 AM



Mar 15, 2023 at 12:59:51 PM

Exhibit "F"

Exhibit "F"

Mar 15, 2023 at 2:59:28 PM



Exhibit "F"

9146

Mar 15, 2023 at 2:59:05 PM

**Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.**

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - a. Minutes of the Regular Meeting of March 7, 2023 and Minutes of the Special Meeting of March 16, 2023

8a

Regular Meeting of
The Board of Mayor & Aldermen
Tuesday, March 7, 2023
6:30 pm.

The Board Mayor and Aldermen of the City of Waveland, Mississippi, met in regular session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, Mississippi, on March 7, 2023 at 6:30 p.m. to take action on the following matters of City business.

ROLL CALL

Mayor Trapani noted for the record the presence of Aldermen Gamble, Richardson, Lafontaine, and Clark (via telephone) along with City Clerk Lisa Planchard and City Attorney Ronnie Artigues.

MAYOR'S COMMENTS

- a. Walter Anderson Museum of Art is to design (by professional artists), present, and install a large-scale welded steel sculpture in the City of Waveland. Our thanks and appreciation to Mr. Julian Rankin, Executive Director of the Walter Anderson Museum of Art. **(EXHIBIT A)**

- b. Recognize February Employees of the Month:
Veotis Humphry (Bo)
Christopher A. Bennett
Charles S. Dorsey, III
Zachery T. Lafontaine
Kross M. Lafontaine
Leroy Hawkins, Jr.
Walter M. Johnson

ALDERMAN'S COMMENTS

Re: Alderman Gamble – Inquired about rescheduling of the Public Works Workshop with the Board. Mayor Trapani informed her that they will reschedule this after Alderman Clark is back in the country. Alderman Gamble also inquired about the invoices for the property insurance for all of city properties and if we have received them. Mayor Trapani said that this is part of the agenda tonight.

CONSENT AGENDA-TO AMEND

Alderman Gamble moved, seconded by Alderman Lafontaine to amend the Consent Agenda to add an Item (w) to the end of the consent agenda to appoint her representative to the Planning & Zoning Commission.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine, Clark

Voting Nay: None

Absent: None

Re: Alderman Richardson – Asked Chief Prendergast about the radar signs on Old Spanish Trail regarding speed violations. The speeding seems to be a problem with the people coming off of Highway 90 and asked if we can start with those radar signs on Old Spanish trail to get some control on this highly trafficked road. Chief Prendergast said they've been out there every morning. Alderman Richardson said this is happening all throughout the day.

Re: Alderman Lafontaine – Told Board members about trash falling off the backs of the new Garbage Company's trucks when doing their runs throughout the city. He informed the public he has called and reported this to the company that this is happening, but has not yet seen a difference. Mayor Trapani said he would be contacting the company the next day. Alderman Lafontaine also mentioned the man holes on Waveland Avenue that

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appear to be sinking, as well as the dip in the road on the corner of Carroll and Monroe seems to be progressively sinking. Bo Humphrey said he would have Waveland Avenue camera'd in the morning.

Re: Alderman Clark – No Comments at this time

PUBLIC COMMENTS

Re: Mr. Glenn Hood of 1815 Nicholson Avenue came forward to address the Board about the first item in Planning & Zoning. He said he just wanted to make sure that any approval tonight is with the stipulations made by the P&Z Board, namely requiring a privacy fence, there shall be no Section 8 housing, some adjustment for the square footage of the buildings, and discussions about the parking and traffic density issues.

BOARD BUSINESS:

Mayor Trapani moved item e (Motion to discuss grass cutting contract with Lombardo Industries, LLC. which is due to expire shortly) to this first topic of Board Business.

CITYWIDE GRASS CUTTING/CONTRACTS/LOMBARDO INDUSTRIES, LLC/STREETS DEPARTMENT/GRASS CUTTING/RE-ADVERTISING/RE-BIDDING

Re: Contract with Lombardo Industries, LLC/Readvertise/Rebid/

Alderman Lafontaine moved, seconded by Alderman Gamble to amend the agenda to direct the City Secretary and Attorney to prepare specifications for bid for Grass Cutting Services and to authorize the advertisement that needs to run to initiate the bidding of these services. We shall present to the Board of Mayor and Alderman the revised scope that should be advertised for their approval and completion before advertising. The City Attorney said if it looks like timeliness will be an issue we can negotiate an extension to get us through the bid process if the contractor is willing to do this. Note that the city is currently paying \$208,914 per year for this service. Comptroller, Ms. Kim Boushie presented financial data to the Board regarding this issue.

Alderman Lafontaine suggested that the Board make this a 2-year term with two 1-year options, not to exceed a 4-year term. Also during discussion, Alderman Clark said whether we keep grass cutting in house or outsource it, financially it makes sense to outsource this and whether we go with the same company we're using now or re-bid it, he thinks we need to be very clear in the contract of a cutting schedule. It's only fair to the Board and to the citizens of Waveland to know what sections of the City/what streets are being cut and what's the timeline for those. He added that he noticed on a recent invoice from the company that it is very vague and feels that if the City is paying this, we should know what streets have been cut for the invoice we are paying. Mayor Trapani said that would be part of a new contract. Alderman Lafontaine said it sounds like everyone's on board to contract these services. Alderman Gamble suggested to submit to the City Attorney, in writing, their suggestions that the Board would like to see in the contract.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

GULFSIDE ASSEMBLY/EVENTS

Re: Brief Update from Ms. Cheryl Thompson from Gulfside Assembly -100th Anniversary

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Ms. Cheryl Thompson, Executive Director of Gulfside Assembly spoke with the Board of Mayor & Aldermen and audience about its 100th Anniversary celebration and the events that will be included in this celebration. **(EXHIBIT B)**

**** Alderman Clark was disconnected from the phone call at this time, namely 6:55 pm ****

COLEMAN AVENUE/WHITE LINEN EVENT/EVENTS/CITY HALL
Re: Approve holding the 3rd White Linen Event on Coleman Avenue

Alderman Richardson moved, seconded by Alderman Gamble to approve holding the 3rd White Linen event on Coleman Avenue Saturday, September 23, 2023, from 6:30 pm – 8:30 pm. City provides barricades, trash cans, and open bathrooms at City Hall. Ms. Mandy Somerhalder will be present to answer questions.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

DOCKET OF CLAIMS
Re: Claims

Alderman Gamble moved, seconded by Alderman Lafontaine with the exception that docket #9124 be removed, dated March 7, 2023, in the amount of \$618,550.18. Note: Original Docket had erroneous double posting of Payroll (unknown why). **(EXHIBIT C)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

LEASE AGREEMENTS/SUGAR POP BAKERY
Re: Lease Agreement with Sugar Pop Bakery

Alderman Lafontaine moved, seconded by Alderman Gamble to discuss Lease Agreement with Sugar Pop Bakery.

During discussion, City Attorney Artigues noted that the lease with Sugar Pop Bakery has expired and we need to do a new lease with them and will need input from the Board Members to move forward with a lease renewal. Board members agreed to add this item to Executive Session.

**** MOVED TO EXECUTIVE SESSION- LEGAL ISSUES, BELOW ****

FIRE DEPARTMENT/E-ONE PUMPER FIRETRUCK/FIRETRUCK/BUDGET
Re: E-One Pumper Firetruck

Alderman Gamble moved, seconded by Alderman Lafontaine to approve the cost increase of \$1,916.00 on the E-One Pumper firetruck being built (purchased via State Contract), and authorize the mayor's signature on any required documents. Chief Carver will be present to answer questions. This brings the total cost of the truck to \$616,976.00.

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During discussion Fire Chief Tommy Carver informed the Board at their pre-build meeting they discovered they would need a small change by taking out one of the jump seats in the back of the truck and adding a medical cabinet. **(EXHIBIT D)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

PLANNING AND ZONING

(EXHIBIT E)

Re: 1801 Arnold St, Property Owner Brent Morreale

Brent Morreale, owner of the property commonly known as 1801 Arnold St., parcel #137N-0-35-063.001, has made an application for a variance to split his lot into two (2) lots. This property is currently zoned R-2, Single & Multi-Family Use. Parcel 1, to be addressed as 1801 Arnold St., and Parcel 2, to be addressed as 1803 Arnold St., will both need a 5,000 square feet area variance in order to build a duplex on each parcel. The area required is 8,500 square feet per unit as stated in Zoning Ord. #349. (Tabled from Regular Meeting held 1/23/23.)

Mr. Morreale came forward to explain his request. Applicant noted that setback variances are not needed as they will be within the requirements. Only the 5,000 sq. ft. variance is needed.

Chairman Frater called for anyone from the audience that would like to comment. Glenn Hood, owner of 1815 Nicholson Ave, came forward in opposition to the request. Mr. Hood stated that he is not in objection to a duplex being put on the property, as is, but is in objection to the creation of 2 non-conforming lots and then requesting a variance for 2 duplexes. Mr. Hood also provided a letter of objection from Mr. Jonathan and Mrs. Sarah Burns, owners of 621 New York St. (from 1.23.23 meeting.) Chairman Frater read the letter for the record.

After all discussion between the Commission and the applicant, Chairman Frater called for a motion. Commissioner Whitney made a motion to accept the variance request with the conditions that the applicant limit the size of the duplex to a maximum of 2,000 sq. ft (1,000 sq. ft. per unit), the erection of a privacy fence, and that all parking come off of Arnold St. Motion was seconded by Commissioner Poindexter.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed in accordance with section 906.1 of the Zoning Ordinance.

During discussion, Mayor Trapani said he did not know how the Board would vote tonight, but asked Mr. Morreale if he was good with the concessions that he made at the Planning & Zoning meeting to limit the size of the duplex to a maximum of 2,000 square feet, to erect a privacy fence, and that all parking come off Arnold Street. He said, "Yes, Old Spanish Trail is too busy anyway."

Alderman Lafontaine moved, seconded by Alderman Richardson to accept the commissioner's recommendation to let Mr. Morreale move forward with his project.

A vote was called for with the following results:

Voting Yea: Richardson, Lafontaine

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Voting Nay: Gamble

Absent: Clark

Re: 709 St. Joseph St, Property Owner Nick Mortenson

Nick Mortenson, owner of the property commonly known as 709 St. Joseph St., parcel #162A- 0-03-138.000, has made an application for a Conditional Use to have an accessory structure over 500 square feet. The proposed accessory structure will be 864 square feet. The structure will be fifteen (15) feet from the rear property line and ten (10) feet from the side property line which does not require any variances as stated in Zoning Ord. #349 section 716.2.

Mr. Mortenson was not able to attend the meeting. After brief discussion between the Commission, Chairman Frater called for anyone from the audience to come forward for comment. Walter Perez, representing the property owned by the Life Estate of Kathleen Perez on Art St, came forward for clarification on the request. After discussions with the Commission, Mr. Perez stated that he and his family do not have any objections to the Conditional Use request.

After all discussions, Chairman Frater called for a motion. Commissioner Whitney made a motion, seconded by Commissioner Touart to accept the Conditional Use Request.

After a vote of yes by Commissioners Cooper, Whitney, and Touart with Commissioner Poindexter recusing himself, Chairman Frater declared the motion passed in accordance with section 906.3 of the Zoning Ordinance.

Alderman Lafontaine moved, seconded by Alderman Richardson follow the commissioner's recommendation

A vote was called for with the following results:

Voting Yea: Richardson, Lafontaine

Voting Nay: Gamble

Absent: Clark

Re: Request from the Waveland Building & Zoning Department to Revise the current Zoning Ordinance #349

The City of Waveland Building & Zoning Department is making a request for the consideration of revising the current Zoning Ordinance #349. The revision will be to change the side-yard setbacks for non-conforming lots in Section 713.3, Side Yard, as stated in Ordinance #349. The revision will be in section 713.3C and the new wording will state "For a lot of record, which qualifies pursuant to Section 402.3 as legally non-conforming and which measures sixty (60) feet or less in width, the Zoning Official is authorized to grant a variance of side yard minimum footage to allow a side yard setback of ten (10) feet. Said action may be taken without notice to or action by the Planning and Zoning Commission or the Board of Mayor and Aldermen."

Jeanne Conrad, Zoning Official for the City of Waveland, came forward to explain the Building & Zoning Department request. (See P&Z audio for discussions.) Commissioner Whitney made a motion to approve the amendment to the Zoning Ordinance, seconded by Commissioner Poindexter.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed.

Alderman Lafontaine moved, seconded by Alderman Richardson to revise the current Planning & Zoning Ordinance #349.

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A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

Re: Discussion about the Zoning Ordinance Requirement for a Maximum size of Accessory Structures

Chairman Frater called for any comments from Commissioners and staff. Chairman Frater opened discussion about the Zoning Ordinance requirement for the maximum size of Accessory Structures. Chairman Frater made a request to amend the Zoning Ordinance for the maximum size of Accessory Structures to be based on the size of the property.

The sizes would be as follows:

500 sq. ft. for all properties up to 8,500 sq. ft. in lot size,

750 sq. ft. for properties 8,501 sq. ft. to 12,500 sq. ft. lot size,

1,000 sq. ft. for properties 12,501 sq. ft. to 15,000 sq. ft.

15,001 sq. ft. properties will be allowed up to 1,500 sq. ft. accessory structure.

Any request for accessory structure over 1,500 sq. ft. will be required to submit a Conditional Use request.

After all discussion between the Commission, Chairman Frater called for a motion. Commissioner Whitney made a motion to Amend the Zoning Ordinance as suggested by Chairman Frater, seconded by Commissioner Cooper.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed.

During discussion Alderman Lafontaine explained his concerns with setting this based on the square footage of the properties, but we have a current ordinance in place that gives the actual percentage of what you can cover a property. Mayor Trapani said that we do. Ms. Jeanne Conrad, in the audience, said it is 45%. Alderman Lafontaine asked why do we need to do all of these different dimensions and square footages; if they meet all the setbacks and it doesn't cover the 45% then what's the purpose of having the 45% and the setbacks that we require on accessory structures? Alderman Richardson agreed with Alderman Lafontaine; he feels that if he owns a piece of property and owns 3 cars that he needs to store, he should be able to build whatever he wants on his property as long as he's within the 45% and the setbacks. Alderman Gamble then voiced her concern about comparing the size of an accessory structure, it should not be compared to the lot, but rather the size of the residence. She added that we need to set a minimum size of a residence before we're determining the size of an accessory structure. Jeanne Conrad came forward to the podium saying that, in her opinion, the entire ordinance does need to be reviewed and completely rewritten, as well as having Workshops for Planning and Zoning who would then bring it to the Board of Mayor and Aldermen.

Alderman Lafontaine moved, seconded by Alderman Richardson to only discuss item #4 with no action taken.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

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Re: Discussion concerning Short-Term Rentals in the City of Waveland

1. **Chairman Frater opened a discussion concerning Short-Term Rentals for the City of Waveland.** Mayor Trapani was in the Audience and gave comments throughout the discussion.

After all discussions between the Commission, Mayor Trapani, and Zoning Official, Chairman Frater called for a motion. Commissioner Touart made a motion to charge Short-Term Rentals//VRBO properties with the required Privilege License in addition to an initial permit fee of \$200.00, a \$100.00 annual renewal fee and \$500.00 violation fee for each violation occurrence. Commissioner Poindexter seconded the motion.

After additional discussions, Chairman Frater called for the vote. With a vote of yes by Commissioners Cooper, Poindexter, and Touart, a vote of no by Commissioner Whitney, Chairman Frater declared the motion passed.

Alderman Lafontaine moved, seconded by Alderman Gamble to open the floor for discussion.

Alderman Lafontaine said that this involves more than permit fees for the people doing the business of the short-term rentals, but there's much more to consider with this issue. Who's policing this... this opens up many other issues related to this topic. Mayor Trapani said that we need to get some control over these short-term rentals, it's a business; every other business in the City has to pay a privilege license. He said that if it's in an R-1 area, they have to follow R-1 Ordinances. As a City, we need to know the owner of the house so in case of an emergency we can contact that person. The Fire and Police Departments and City Building Official needs to know this information. We need to know that they have fire extinguishers, smoke detectors, and carbon monoxide detectors. We need to know that they have liability insurance on these houses, so if we don't create a privilege license and an application to apply for these privilege licenses, then we won't have oversight over these businesses in our neighborhoods. The Mayor said we're looking for safety, liability, and the only way we're going to get that is charge them a licensing fee. He added that we have three people that work in our building department so we can get enough people out there to, once a year, go out to inspect that these businesses have all the safety measures in place.

Alderman Gamble moved, seconded by Alderman Richardson to direct the City Attorney to draft and present to the Mayor and Board of Aldermen for adoption, an ordinance to provide for the registration and permitting of short-term rentals within the City of Waveland.

City Attorney Artigues told the Board that any item that you want included in the short term rental ordinance, we will make sure it's not in conflict with any zoning provisions and if there are things you want done in the short term rental ordinance, we will also tag for you what would need to be done to the zoning ordinance if anything. We will make sure there's nothing in conflict between the zoning ordinance and the short-term rental ordinance.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

2. **Open discussion for a Proposed Amendment to the Protected Tree Ordinance**

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Chairman Frater then opened a discussion for a proposed Amendment to the Protected Tree Ordinance. His suggested amendment is in section 5 paragraph D; “At the time the applicant applies for an approved removal permit to cut down a protected tree, said applicant will place on deposit to the City of Waveland an amount equal to the sum of \$250.00 per the number of trees determined in Section 5 paragraph C. Said deposit or any part therein shall be refunded to the applicant upon proof of any replacement determined by the Building Official. The applicant shall have 1 year from the date of the removal permit to request reimbursement or forfeit said right.”

After discussions with the Commission and Zoning Official, Jeanne Conrad, Commissioner Whitney made a motion to accept the change to the Protected Tree Ordinance with the clarification that the City replant the trees. The applicant will pay the fee for each tree to be replanted and negate the refund process. Commissioner Poindexter seconded the motion.

Chairman Frater called for a vote. After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed.

Alderman Richardson moved, seconded by Alderman Gamble to discuss.

Alderman Gamble told the Board that there was no publication made for Amending this Ordinance, nor was there a Public Hearing on it.

Discussion - No action taken by the Board of Mayor and Aldermen.

**RESOLUTIONS/MISSISSIPPI MUNICIPALITY AND COUNTY WATER
INFRASTRUCTURE GRANT PROGRAM (MWCI)/ARPA GRANT/ GRANTS/
PROJECTS**

Re: Resolution by the City of Waveland regarding the Mississippi Municipality and County Water Infrastructure Grant Program

Alderman Lafontaine moved, seconded by Alderman Gamble to discuss the Resolution by the City of Waveland Regarding the Mississippi Municipality and County Water Infrastructure Grant Program (MWCI) approved at the last Board meeting. Board to discuss the commitment of 100% of the ARPA grant funds to this project (described in paragraph 3 of the Resolution).

During discussion Alderman Lafontaine asked Comptroller Kim Boushie how committing 100% would affect the other projects. Comptroller informed the Board that the city would not have the funds to do any other projects. Alderman Lafontaine asked the comptroller what she recommended be allocated. Comptroller advised no more than 50% depending on the cost of the project

Alderman Lafontaine moved, seconded by Alderman Gamble to discuss this Resolution.

Alderman Lafontaine asked if we commit 100% of our ARPA funds, what will that do to our projects. Comptroller Kim Boushie said, “We will not have the funds to do our projects.” He asked what were those projects we had planned through the ARPA funds. Ms. Boushie said that it was the Water, Sewer, Streets; she has a list. She said basically it’s all the projects we had discussed during budget time. Alderman Lafontaine asked is there any percentage of our funds that can be allocated as a match? Ms. Boushie said she would do no more that 50% and it is a match. If the City puts up \$500,000, they will put up \$500,000 which is \$1,000,000, but the City will have to prioritize our projects to see which way we want to proceed.

Mayor Trapani said that the project that was submitted was Central City and it was also submitted for GOMESA funding. The Mayor said he would be in Jackson tomorrow and Thursday talking with the legislature about GOMESA funding so if we get that funding it doesn’t matter about committing only 50%. Currently this Resolution is on HOLD; they have everything for us; it’s just sitting on HOLD, said Ms. Boushie. Mayor Trapani said

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we'll wait to see what happens with the GOMESA funding request and if we have to address this at a later date, we will.

INSURANCE/PROPOSALS/BETZ ROSETTI AND ASSOCIATES
Re: Approval of Insurance Proposal by Betz Rosetti and Associates

Alderman Richardson moved, seconded by Alderman Gamble to approve the Insurance Proposal presented by Betz Rosetti and Associates for the City's Auto and Inland Marine (equipment) renewal policy at a cost of \$78,160.00 for the term 3/18/23 to 3/18/24.

(EXHIBIT F)

During discussion Mr. John Rosetti with Betz & Rosetti came forward to explain the renewal of this policy. He said there are only 2 carriers (Velocity & AmRisk) willing to provide insurance to the MS. Gulf Coast and the prices are coming in very high. He has secured the first \$10M of coverage, but is still working to obtain the other \$15M in coverage which will have to be filled with Lloyds and the pricing is crazy. He said that we may have to self-insure some stuff. He added that we're being represented by the top 5 brokers in the Country and they have not presented him with anything as yet. Last year went up 52%, but Mr. Rosetti expects our insurance to go up even higher again this year. Mayor Trapani asked what the increase on Auto & Inland Marine from last year? Mr. Rosetti said basically a little under \$8,000.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

HANCOCK COUNTY TAX ASSESSORS OFFICE/CITY HALL
Re: Approve written request for Hancock County Tax Assessor's Office to submit monthly payments vs. Annual

Alderman Lafontaine moved, seconded by Alderman Richardson to approve written request by Mayor Trapani to Hancock County Tax Assessor's office that they submit to the City of Waveland monthly, the Road & Bridge payments vs. one annual payment.

(EXHIBIT F-1)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

**AUDIT/FISCAL YEAR 2021 AUDIT/TMH CPA'S AND CONSULTING FIRM/
CITY HALL**

Re: Acknowledge Receipt of and Accept the Fiscal Year 2021 Audit as prepared

Alderman Lafontaine moved, seconded by Alderman Gamble to acknowledge receipt of and accept the Fiscal Year 2021 Audit as prepared by TMH CPA's and Consulting Firm, which shall be sent to the MS. State Audit Department and other required Governmental Agencies.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

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Voting Nay: None

Absent: Clark

**EASTMENTS/PUBLIC WORKS DEPARTMENT/CITY HALL/SEWER
DEPARTMENT/LEGAL DEPARTMENT-EASEMENT
Re: Approval of Sanitary Sewer Easement**

Alderman Richardson moved, seconded by Alderman Gamble to approve Sanitary Sewer Easement between the City of Waveland and DPG Mississippi, LLC and authorize Mayor's signature on same. **(EXHIBIT F-2)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

BLIGHTED PROPERTY

**Re: 415 Surf Street/ Parcel 162K-0-10-041.000
Mr. Josh Hayes to discuss this blighted property**

During discussion Building Official Josh Hayes approached the Board. He informed the Board that the Violation is that it is dilapidated. The structure is open, rotting material, roof is caving in. He also informed the Board he did not go inside the structure that this was from the street view. The structure has been gutted but not renovated since Hurricane Katrina. He also informed the Board that the outside yard is maintained but nothing has been done with the structure its self. The owner of this Property Mr. Don Parshall came forward to the Board to explain his side of the situation. He informed the Board that the house is currently boarded up and there is no access to the inside. Mayor Trapani asked for the Building Officials professional opinion whether this house can be saved. The Building Official answered by saying if the owner can come up with some construction plans to fix these certain problems, then it can potentially be livable. The Owner was asked if he intended on doing these things to bring the house back up to code. He stated that he would follow through with what the building official recommends he needs to do.

Alderman Gamble moved, seconded by Alderman Richardson to **Hold in Abeyance** this hearing and **TABLE** this until April 4, 2023, the first meeting of the month under the condition that he meets with the Building Official within the next 30 days to make a schedule and repair plan to move forward and make repairs to the structure.

(EXHIBIT G)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

**Re: 310 Hwy 90/ Parcel 138J-2-34-011.000
Mr. Josh Hayes to discuss this Blighted Property**

During discussion Building Official Josh Hayes came forward to explain that this location (the old Movie Theatre) has a dilapidated building, parts of the building are falling apart, the parking lot is collecting water, and the area surrounding this building is overgrown as well. Owner, Joe Cure came forward to explain that he does have plans to clean this building up and also intends on trimming the brush, cleaning the trash from the parking lot, and fixing the banner currently hanging from the building within the next two weeks,

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for the grass and brush, for sure. He did inform the Board the only open part of the building has needed to be boarded up and there is no access to the inside of the building. Alderman Gamble asked if this can be done within 30 days. He said that yes, he could.

Alderman Gamble moved, seconded by Alderman Richardson to **TABLE** this item until April 4, 2023 and give the owner 30 days to make improvements to the property and stay in contact with Building Official for their plans to move forward. **(EXHIBIT H)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

CONSENT AGENDA

Alderman Lafontaine moved, seconded by Alderman Richardson to approve the following Consent Agenda being numbered Items (a-w):

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

MINUTES

Re: Regular meeting of February 22, 2023

- a. Minutes of the Regular meeting of February 22, 2023

BUILDING DEPARTMENT/PRIVILEGE LICENSE REPORTS

Re: Privilege License Report for the month of February 2023

- b. Accept the Privilege License Report for the month of February, 2023 as presented by Ms. Jeanne Conrad **(EXHIBIT I)**

BUILDING DEPARTMENT/PERMIT REPORTS

Re: Permits Reports for the month of February 2023

- c. Accept the Building Permits Report for the month of February, 2023 as presented by Ms. Jeanne Conrad **(EXHIBIT J)**

GROUND ZERO MUESEUM

Re: Ground Zero Visitor Report for the month of February 2023

- d. Accept the Ground Zero Visitor Report for the month of February, 2023 as presented by Linda Aiavolasiti **(EXHIBIT K)**

COURT DEPARTMENT/COMMUNITY SERVICE

Re: Community Service Report for the month of January and February 2023

- e. Accept the Community Service Board Reports for the months of January, 2023 and February, 2023 as presented by Mr. George Coatney, Beautification Department **(EXHIBIT L)**

**HUMAN RESOURCES/EVENTS/PERSONNEL/BUDGET/PAYROLL
DEPARTMENT**

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Re: Correct Salary of Janita Cole as HR Manager/Events Coordinator

- f. Correct salary of Janita Cole as HR Manager/Events Coordinator to an hourly rate of \$18.33 (\$38,000 annually) which is currently paid by a grant until current grant terminates 3/31/23; thereafter \$15.87 per hour (\$33,000 annually) going forward, with review of possible pay increase with upcoming budget amendment

CITY HALL/PURCHASING

Re: Approval for Kyleigh Seale to sign Purchase Requisitions

- g. Approve Kyleigh Seale to sign Purchase Requisitions. Purchasing Agent or City Clerk (if Purchasing Agent is absent) currently have authority to issue and sign Purchase Orders

FIRE DEPARTMENT/TRAVEL

Re: Travel for Lt. Eric Janssen and Travis Bradshaw to attend Firefighter Intervention Rescue Survival Techniques

- h. Approve Lt. Eric Janssen and Firefighter Travis Bradshaw to attend the Firefighter Intervention Rescue Survival Techniques (FIRST) class at the MS. State Fire Academy March 20-23, 2023. Cost to the City will be a course fee of \$365.00 for each student, \$28 a day per diem for 4 days (\$112 each x 2), a total of \$224.00. Breakfast and lunch are provided at the academy. They will be using a City vehicle for travel.
(EXHIBIT M)

EVENTS/WAVEFEST/LABOR DAY

Re: Approve Scheduling of the Waveland 'Wavefest' to be on Sunday, September 3, 2023

- i. Approve scheduling of the City of Waveland 'WAVEFEST' Labor Day event to be held on Sunday, September 3, 2023

EVENTS/WAVEFEST/LABOR DAY/FIREWORKS

Re: Approve quote from Big Noise Productions, LLC

- j. Approve the services quote from Big Noise Productions, LLC, in the amount of \$1,850.00 for the WAVEFEST Labor Day event to be held Sunday, September 3, 2023. This is this same price as last year. Vendor understands he cannot be paid until after services are rendered
(EXHIBIT N)

INVOICES

Re: Invoice #221-019-20,21,22

- k. The following Invoices from Compton Engineering:
1. Invoice #221-019-20,21,22 in the amount of \$3,855.00 dated 1/31/23 for the 'Waveland Multiple Projects Directed to Hurricane Zeta' project which includes on this invoice: Garfield Ladner Memorial Pier, Veterans Memorial Project, and the Public Works Pole Barn
(EXHIBIT O)

POLICE DEPARTMENT/PERSONNEL

Re: Resignation of Gabrielle Lauga effective March 14, 2023

- l. Resignation of Gabrielle Lauga from the Police Department effective March 14, 2023

POLICE DEPARTMENT/PERSONNEL

Re: Resignation of Chad Dorn effective March 8, 2023

- m. Resignation of Chad Dorn from the Police Department effective March 8, 2023

Regular Meeting of
The Board of Mayor & Aldermen
Tuesday, March 7, 2023
6:30 pm.

PUBLIC WORKS DEPARTMENT/TRAVEL

Re: Travel for Mr. Bo Humphrey to attend the MS. Natural Gas Association 44th Annual Conference

- n. Mr. Bo Humphrey to attend the MS. Natural Gas Association 44th Annual Conference in Orange Beach, Alabama Wednesday, July 12 through Friday July 14, 2023. Cost to the City will be a registration fee of \$450.00, lodging for 2 nights at \$249.00 per night, 3 days per diem, and use of a City vehicle. **(EXHIBIT P)**

PERSONNEL

Re: Termination of the following part-time personnel for inactivity

- o. Spread on the Minutes termination of the following part-time personnel for inactivity, having not worked for the City in years. They are eligible for re-hire and did not leave on bad terms. This is purely an action required to clean up the Payroll Department files **(EXHIBIT Q)**

TIDELANDS PROJECT/REALLOCATION/MARINA PLANNING AND DESIGN/HANDICAP BEACH ACCESS

Re: Mississippi Tidelands Trust Fund Program Amended Applications

- p. 1. Spread on the Minutes the Mississippi Tidelands Trust Fund Program Amended Application for Project Number FY23-P626-05; total project funds of \$174,000. This Project Summary reflects the \$120,000 that was approved for reallocation at the 2/22/23 Board Meeting moving the funds from FY23-P626-05 (Marina Planning & Design) to FY20-P646-01 (Handicap Accessible Walkway and Ramp to Water) **(EXHIBIT R)**

2. Spread on the Minutes the Mississippi Tidelands Trust Fund Program Amended Application for Project Number FY20-P646-01; total project funds of \$345,000. This Project Summary reflects the \$120,000 that was approved for reallocation at the 2/22/23 Board Meeting moving the funds from FY23-P626-05 (Marina Planning & Design) to FY20-P646-01 (Handicap Accessible Walkway and Ramp to Water) **(EXHIBIT S)**

POLICE DEPARTMENT/PERSONNEL

Re: Resignation of Necaccia Phifer from the police department effective 12/31/22

- q. Spread on the Minutes the resignation of Necaccia Phifer from the Police Department effective 12/31/22.

BANKS/PEOPLES BANK/CITY HALL/WAL-MART SAVINGS ACCOUNT/POLICE DEPARTMENT/GRANTS

Re: Approve opening a new bank Savings Account at The People's Bank

- r. Approve opening a new bank account at Peoples Bank titled 'Wal-Mart Grant' for the Police Department to be able to receive and restrict grant funds in the amount of \$5,000.00. This shall authorize Mayor Jay Trapani, City Clerk Lisa Planchard, Mayor Pro-Tem Shane Lafontaine, and Comptroller Kim Boushie as signatories on the account. Ms. Boushie needs to be a signatory, according to Peoples Bank management, to perform bank account transfers as needed for her job.

EVENTS/PARADES/ST. PATRICKS PARADE/COLEMAN AVENUE

Re: The parade route for the St. Patrick's Parade to be held 3/18/23

- s. Spread on the Minutes the Parade Route for the St. Patrick's Parade to be held 3/18/23. 'Parade will start at Bienville Drive and Beach Blvd, it will turn right on Nicholson Avenue heading north, then left on Central Avenue, turning Left on Lafitte Drive to Beach Blvd., then Right on Beach Blvd. to Coleman Avenue, turn right on Coleman Avenue to Central Avenue, then left along Central Avenue to Waveland Avenue where the parade will disband at Elwood Bourgeois Park'

PERSONNEL/STREETS DEPARTMENT/PUBLIC WORKS

Regular Meeting of
The Board of Mayor & Aldermen
Tuesday, March 7, 2023
6:30 pm.

Re: The following individuals are no longer employed with the city of Waveland

- t. The following individuals are no longer employed with the City of Waveland:
Gabrielle Jordan, effective 1/30/23
Brett McKay, effective 2/28/23

INVOICES

Re: Invoices from the Hancock County Solid Waste Authority (EXHIBIT T)

- u. Approve the following invoices from Hancock County Solid Waste Authority:
Invoice #1174 in the amount of \$42,916.50 for February residential waste collection &
Invoice #1178 in the amount of \$390.00 for February service, dumpsters

CITY HALL/TRAVEL

Re: Travel for the Mayor to go to Jackson, MS

- v. Spread on the Minutes the Mayor will be traveling to Jackson, MS. March 8th (Petition legislature for project funding) and March 15th (Close of session). Trips will each require 1 night lodging @ \$99.00, 1 day per diem and use of City vehicle.
- w. Spread on the Minutes Alderman Gamble's Appointment of Alvin Kingston, Sr. as Ward 1 Planning and Zoning Commissioner.

END CONSENT AGENDA

Alderman Lafontaine moved, seconded by Alderman Richardson to consider entering a closed session to discuss two legal matters; one pertaining to an economic development project in the City and the other, Sugar Pop Bakery Lease Agreement

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

Alderman Gamble moved, seconded by Alderman Richardson to enter an executive session to discuss legal matters

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

Alderman Gamble moved, seconded by Alderman Lafontaine to come out of executive session with no action taken.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

Regular Meeting of
The Board of Mayor & Aldermen
Tuesday, March 7, 2023
6:30 pm.

ADJOURN

Alderman Gamble moved, seconded by Alderman Richardson to adjourn the meeting at 8:36 p.m.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine

Voting Nay: None

Absent: Clark

Lisa Planchard,
City Clerk

Jay Trapani,
Mayor

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Intentionally

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in Special Session at the Waveland City Hall Board Room 301 Coleman Avenue, Waveland, MS. on March 16, 2023 at 6:00 p.m. to take action on the following matters of City business.

ROLL CALL:

Mayor Trapani noted for the record the presence of Aldermen Gamble, Richardson, Lafontaine and Clark, along with City Clerk Lisa Planchard and City Attorney Ronald J. Artigues.

Special Meeting Notice (EXHIBIT A)

INSURANCE/PROPERTY INSURANCE RENEWAL

Re: Discuss Renewal of Property Wind Insurance

Alderman Lafontaine moved, seconded by Alderman Richardson to discuss Property Wind Insurance Renewal with John Rosetti of Betz Rosetti and Associates.

After a presentation by Mr. Rosetti and a lengthy discussion including input from Comptroller, Ms. Kim Boushie, Board Members agreed to insure all of the listed properties for \$10 million of coverage at a cost of \$314,624.32 and include the 5% to 2% wind deductible buy down option at a cost of \$55,566.23 for a total price of \$370,190.55.

Alderman Richardson moved, seconded by Alderman Gamble to approve property insurance to coverage of \$10,000,000 with the 5% to 2% wind deductible buydown with payments monthly, and due June 18th, 2023 with the option to increase coverage at this time. **(EXHIBIT B)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

**Re: ENGINEERING SERVICES-PIER /RFQ'S FOR ENGINEERING SERVICES/PIER/
ADVERTISING-ENGINEERING SERVICES, PIER**

Alderman Lafontaine moved, seconded by Alderman Richardson to authorize a Request for Qualifications for Engineering Services (Pier Design services) for Federal and State funded projects, to comply with Federal and State procured regulations.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

ADJOURN

Adjourn Meeting at 6:48 p.m.

Alderman Gamble moved, seconded by Alderman Clark to adjourn the meeting at 6:48 p.m.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

The foregoing minutes were presented to Mayor Trapani on March 23, 2023.

Lisa Planchard
City Clerk

The Minutes of March 16, 2023 have been read and approved by me on this day the 23rd day of March, 2023.

Jay Trapani
Mayor

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INTENTIONALLY**

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):

b. Court Department report for the Month of February, 2023

March 7, 2023

February 2023

AMS

February 2023: \$2,035.25

NCOURT

Total Paid: \$19,942.25

Adjustments: \$145.00

Fines: \$19,797.25

PAID TO/COLLECTED BY COURT

\$14,825.50

Paid through ASAP: \$1,052.00

TOTAL:\$37,710.00

RETAINED BY CITY: \$ 15,735.25

BREAKDOWN BY GENERAL LEDGER ACCOUNT

Paid to: Interlock Device Fund \$308.50

Paid to: Municipal Court Collections \$60.00

Paid to: State Treasury \$13,098.50

Paid to: State Dept. Public Safety \$861.50

Paid to: City of Waveland – Hancock Co. Law Library \$150.00

Paid to: State Treasury – Crimestoppers \$178.00

Paid to: City of Waveland – Fine/Court Notice \$10,426.75

Paid to: City of Waveland – Admin. Fee \$5,308.50

Paid to: Restitution \$0.00

Paid to: Cash Bonds \$4,950.00 (January)

Paid to: Cash Bond Refunds \$1,372.00

Paid to: Miscellaneous \$0.00

CITY OF WAVELAND MUNICIPAL COURT
 MONTHLY SETTLEMENT RECAP FOR: 2/ 1/2023 THRU 2/28/2023

CODE	AMOUNT	GL-ACCT	Description
UMI	2395.25	001000138	UNINSURED MOTORIST
OM	1138.00	001000138	OTHER MISD
FINE	9846.75	001000330	FINE
TVA	7862.50	001000138	TVA
CC	49.00	001000138	COURT CONSITUENTS
LL	150.00	001000140	LAW LIBRARY
ADMIN	5308.50	001000332	ADMINISTRATIVE FEE
WIRELESS	861.50	001000139	WIRELESS COMMUNICATION
TT10	240.00	001000138	TRAUMA TRAFF 10.00
NOTICE	580.00	001000330	COURT NOTICE
CRIMESTOP	178.00	001000139	CRIMESTOPPERS
BOND	5896.25	001000330	CASH BOND
MVL	543.00	001000138	MVL-INSURANCE FINE
TT30	30.00	001000138	TRAUMA TRAFFIC \$30
IC	412.00	001000138	IMPLIED CONSENT
VBF	98.75	001000138	VICTIMS BOND FEE
ABF	180.00	001000138	APPEARANCE BOND FEE
INT DEV	308.50	001000138	INTERLOCK DEVICE
REFUND	1372.00	001000330	BOND REFUND
TT	150.00	001000138	TRAUMA TRAFFIC
OM2	60.00	001000138	OTHER MISD TO CLERKS
ALIT	50.00	001000138	ADDL LITTER
TOTAL	37710.00		

BREAKDOWN BY	GL-ACCT	AMOUNT	PAY TO
	001000138	50.00	
	001000138	308.50	INTERLOCK DEVICE
	001000138	60.00	MUNICIPAL CRT COLLECTIONS
	001000138	13098.50	STATE TREASURER
	001000139	861.50	STATE DEPT. OF PUBLIC SAF
	001000139	178.00	STATE TREASURER
	001000140	150.00	CITY OF WAVELAND
	001000330	5896.25	BONDS
	001000330	1372.00	BOND REFUND
	001000330	10426.75	CITY OF WAVELAND
	001000332	5308.50	CITY OF WAVELAND
	TOTAL	37710.00	

BOND REFUNDS			
120225512	HAYNES ROBERT DONALD	70 BROADRIDGE DR CARRIERE, MS 39426	\$833.50
220220511	LANDRY GEORGE	PO BOX 4714 BAY ST LOUIS, MS 395	\$150.00
220220914	YATES SHANE ALLEN-HA	916 OLD SPANISH TRL, WAVELAND, MS 39576	\$150.00
120225601	DAVIS THERREL EUGENE	615 AMAR ST. WAVELAND, MS 39576	\$150.00
220220684	DAVIS THERREL EUGENE	615 AMAR ST WAVELAND MS 39576	\$44.25
220230007	GOUGIS CHRISTOPHER D	100 AUDERER BLVD. AP WAVELAND, MS 39576	\$44.25

Case Number Added CHARGE Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	TRAFFIC	2	CARELESS DRIVING
	TRAFFIC	1	CONTEMPT OF COURT-FTA
	TRAFFIC	4	CONTEMPT OF COURT-FTP
	TRAFFIC	1	CHILD RESTRAINT
	TRAFFIC	3	DRIVING WHILE LICENSE SUS
	TRAFFIC	5	DISREGARD FOR TRAFFIC DE
	TRAFFIC	1	DUI 1ST
	TRAFFIC	1	DL SUSPENDED IMPLIED CONS
	TRAFFIC	7	EXPIRED TAG
	TRAFFIC	1	EXPIRED DRIVERS LICENSE
	TRAFFIC	2	FAILURE TO MOVE OVER FOR
	TRAFFIC	3	IMPROPER EQUIPMENT
	TRAFFIC	9	NO DRIVERS LICENSE
	TRAFFIC	1	NO TAG
	TRAFFIC	23	SEATBELT VIOLATION
	TRAFFIC	8	SPEEDING SCHOOL ZONE
	TRAFFIC	26	SPEEDING - 10 MILES OVER
	TRAFFIC	27	SPEEDING - 15 MILES OVER
	TRAFFIC	14	SPEEDING - 20 MILES OVER
	TRAFFIC	4	SPEEDING - 25 MILES OVER
	TRAFFIC	2	SPEEDING - 30 MILES OVER
	TRAFFIC	43	NO MV LIABILITY INS 1ST O
	TOTAL COUNT	188	

Case Number Added CHARGE Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	CRIMINAL	2	VIO OF CITY ORD 323-RUN A
	CRIMINAL	1	CONTEMPT OF COURT-FTA
	CRIMINAL	1	CONTEMPT OF COURT-FTP
	CRIMINAL	1	DISORDERLY CONDUCT
	CRIMINAL	1	DISTURBANCE OF FAMILY
	CRIMINAL	2	FALSE IDENTIFYING INFORMA
	CRIMINAL	1	INDECENT EXPOSURE
	CRIMINAL	1	VIO CITY ORD 323-NO PROOF
	CRIMINAL	2	POSESSION MARIJUANA LESS
	CRIMINAL	1	POSS. OF CONTROLLED SUBST
	CRIMINAL	2	POSESSION PARPHERNALIA
	CRIMINAL	1	SIMPLE ASSAULT
	CRIMINAL	1	SHOPLIFTING (FELONY)
	CRIMINAL	7	SHOPLIFTING 1ST OFFENSE
	TOTAL COUNT	24	

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - c. Approve Invoice #12750 from South Mississippi Planning & Development District (SMPDD) in the amount of \$39,152.24 for Redistricting Services between October 2021 and February 2023.



Southern Mississippi Planning & Development District

BUILDING A STRONGER MISSISSIPPI

10441 Corporate Drive, Suite 1
Gulfport, MS 39503
(228) 868-2311

INVOICE NO. 12750
DATE March 2, 2023
SMPDD PROJECT # 624
PERIOD OF PERFORMANCE 10/05/21 - 02/28/23

INVOICE

8c

TO The Honorable Jay Trapani, Mayor
City of Waveland
301 Coleman Avenue
Waveland, MS 39576

RECEIVED

MAR 15 2023

CITY CLERK

PROJECT	DUE DATE
City of Waveland Redistricting	4/1/23

EMPLOYEE	DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
	Professional Services - City of Waveland Redistricting October 5, 2021 - February 28, 2023			\$ 38,500.00
	Additional Legal Fees - travel and related expenses			652.24
SUBTOTAL				\$ 39,152.24
TOTAL				\$ 39,152.24

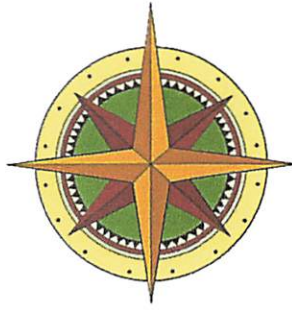
We appreciate the opportunity to provide our services.

THANK YOU FOR YOUR BUSINESS!

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - d. Invoice from Gulf Regional Planning Commission for Annual Appropriation FY2023 in the amount of \$2,937.00



8d

Gulf Regional Planning Commission

RECEIVED

MAR 03 2023

CITY CLERK

Date: February 10, 2023
Invoice: MPO FY2023 - (Reminder)
BILL TO: Ms. Lisa Planchard, City Clerk
City of Waveland
301 Coleman Avenue
Waveland, MS 39576

	DESCRIPTION	TOTAL
	FY2023 / October 1, 2022 – September 30, 2023 Annual Appropriation of Funding for the Metropolitan Planning Organization of the Mississippi Gulf Coast	\$2,937.00
	TOTAL AMOUNT DUE	\$2,937.00

Thank you!!

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - e. Payment request from the Mississippi Tidelands Trust Fund Program regarding Project No. FY20-P646-01 (City of Waveland Handicap Accessible Walkway) in the amount of \$175,110.16 which will reimburse the City.

8e

TTF-3



ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

PAYMENT REQUEST FOR THE MISSISSIPPI TIDELANDS TRUST FUND PROGRAM			
1. PROJECT NUMBERS FY20-P646-01	2. PROJECT TITLES City of Waveland Handicap Accessible Walkway	3. TYPE OF PAYMENT REQUEST	
		REIMBURSEMENT	"check" THE APPLICABLE BOX <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL
4. PERIOD COVERED BY THIS REQUEST FROM: 05/03/2022 TO: 07/25/2022		5. PAYMENT REQUEST # 1	
6. RECIPIENT ORGANIZATION NAME City of Waveland MAILING ADDRESS PO Box 539 Waveland, MS 39576 CITY, STATE & ZIP		7. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT THAN ITEM 6) NAME City of Waveland MAILING ADDRESS PO Box 539 Waveland, MS 39576 CITY, STATE & ZIP	
8. FUNDS REQUESTED DESCRIPTION – COPIES OF SUPPORTING DOCUMENTS MUST BE ATTACHED TO PAYMENT REQUEST TO PROCESS. LIST DESCRIPTION OF EACH DOCUMENT BELOW. LABEL SUPPORTING DOCUMENTS WITH CORRESPONDING DESCRIPTION LABEL.	TOTAL TIDELANDS TRUST FUND COST	ALL OTHER GRANTS COST	TOTAL COST OF THIS PAYMENT REQUEST
8.1 Twin L Construction 5/03/2022	\$49,521.17	\$	\$ 49,521.17
8.2 Twin L Construction 06/07/2022	\$79,186.26	\$	\$ 79,186.26
8.3 Twin L Construction	\$46,402.73	\$	\$ 46,402.73
8.4	\$	\$	\$ 0.00
8.5	\$	\$	\$ 0.00
8.6	\$	\$	\$ 0.00
9. TOTAL EXPENDITURES THIS PERIOD	\$175,110.16	\$ 0.00	\$ 175,110.16
10. AMOUNT REQUESTED FOR PAYMENT	\$	\$	\$ 0.00
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DATA CONTAINED AND ATTACHED ON THIS FORM IS CORRECT AND THAT THIS REQUEST REPRESENTS THE AMOUNT DUE AND NOT PREVIOUSLY REQUESTED AND THAT ALL OUTLAYS ARE IN ACCORDANCE WITH THE TIDELANDS TRUST FUND.			
_____ SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		_____ DATE REQUEST SUBMITTED	
_____ TYPED OR PRINTED NAME AND TITLE		_____ TELEPHONE	
The DMR employees and officers make no representation or warranty, express or implied, or assume any liability or responsibility for the accuracy of the information provided herein by the Payee or any representation as to the completeness or suitability of the project for which reimbursement is being made.			

I N S T R U C T I O N S – T T F - 3

House Bill 1331 was enacted by the 2002 Mississippi Legislature to amend Section 29-15-9, Mississippi Code of 1972, to provide that funds appropriated to the Department of Marine Resources from the Public Trust Tidelands Fund that are designated in line items of the appropriation bill for management projects or public access projects shall not be paid until the Department of Marine Resources receives written verification of the work completed; and for related purposes.

Beginning with FY2003 projects and after, the Department of Marine Resources shall make progress payments in installments based on the work completed and material used in the performance of a tidelands project only after receiving written verification of the work completed or materials in such detail and form that the department may require.

The attached form and required documents shall be submitted to the Department of Marine Resources before disbursement of any funds.

Specified instructions for the items are as follows:

- | <u>Item</u> | <u>Entry</u> |
|-------------|---|
| 1. | Enter the Tidelands Project Number that was assigned in the Tidelands Grant Agreement for your project. |
| 2. | Enter the Tidelands Project Description in the Tidelands Grant Agreement for your project. |
| 3. | Identify if this is the final or partial payment to be requested. If this request is final, a Notice of Completion for this project must be submitted with this form to process. |
| 4. | Identify the period of time covered by this request. Period of time must be after date of grant award. |
| 5. | Identify the payment request number. |
| 6. | Enter the Recipient Organization name and address. Recipient Organization must match recipient in the Tidelands Grant Agreement. Note: MDMR will not pay vendors directly. |
| 7. | Enter the Payee if address different from Item 6. Payee name should match Recipient Organization name listed in Item 6. Payee name and address should remain the same throughout the duration of the project. |
| 8. | The purpose of the vertical columns is to show the total project cost and the portion which is the eligible amount requested under the authorized Tidelands Project. In Section 8-Column 1; give a brief description of the supporting document. A copy of the supporting document shall be attached to this form and labeled with the corresponding Section 8. (x) (i.e., 8.1, 8.2, 8.3, etc.). In Section 8-Column 2 & 3; show total project cost of the supporting document. In Section 8-Column 4; show eligible amount requested from the supporting document. |
| 9. | Enter sum of lines in Section 8-Column 2 & 3. |
| 10. | Enter sum of lines in Section 8-Column 4. This amount or the cumulative amount from all requests for this project cannot exceed the total grant award.
Please complete the certification before submitting this request. To be completed by the recipient official who is the authorized representative. |

Required Attachments

Label and attach copies of supporting documents as indicated in Section 8.

If this is a final request for payment, complete and attach a Notice of Completion.

*****Please submit proof of payment with all requests for payment, to include canceled checks*****

Submit completed forms and documents to: MDMR Tidelands Office, 1141 Bayview Ave., Suite 101, Biloxi, MS 39530

8.1

*Paul
Chick*



CITY OF WAVELAND
DEPOSITORY ACCOUNT
P O BOX 539
WAVELAND MS 39576

Current Date: February 07, 2023
Account Number: 13547604
Capture Date: May 11, 2022
Item Number: 2500005971859
Posted Date: May 11, 2022
Posted Item Number: 340075377
Amount: 49,521.17
Record Type: Debit
RT Number: 065503681
Run Number: 100
Serial Number: 19507
Batch Number: 2500052
BOFD Sequence: 131023040960003
CL Item Before: 131001130780001 - 40.00
CL Item After: 131027091030001 - 75.00
CL Item Info: 131023040960003 - 49.52
CL Bundle Amt: 1,745,153.65

	CITY OF WAVELAND P.O. BOX 539 WAVELAND, MS 39576 DEPOSITORY ACCOUNT	HANCOCK BANK DAYTON, OH 45424		03-569/856
		VOID AFTER 60 DAYS		019507
EXACTLY***49,521 DOLLARS AND 17 CENTS		CHECK NO 19507	DATE 05/03/2022	AMOUNT \$49,521.17**
PAY TO THE ORDER OF	TWIN L. CONSTRUCTION 8292 FIRETOWER RD. PASS CHRISTIAN MS 39571	CITY OF WAVELAND - DEPOSITORY ACCOUNT <i>Mike Smith</i> MAYOR <i>Ray [Signature]</i> CITY CLERK		
⑆019507⑆ ⑆065503681⑆		⑆013547604⑆		

<p>The sec. of Finance and Public Safety, or his/her designee, shall certify the accuracy of the information provided on this form.</p> <p>Reason of document expiration: <i>Expired due to signature of official</i></p> <p>Signature of Official: <i>[Signature]</i></p> <p>Date: <i>05/03/2022</i></p>	<p>00022-05-11 131023040960003 >065503681<</p>	EXPENSE HERE
		<p>X <u>L-Twin-L-Const</u> For Deposit Only L. 03-7092245</p> <p>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE</p>

8.1



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: April 27, 2022

Re: Payment Application #1 – Waveland Handicap Beach Access Project to **Twin L. Construction**

Please find attached Payment Application #1 for Waveland Handicap Beach Access project. We have reviewed this application and recommend payment in the amount of \$ 49,521.17 payable to **Twin L. Construction**.

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

PASCAGOULA



BILOXI



BAY ST. LOUIS

8.1

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO: 1 TAX ID #: 64-0678475
APPLICATION NO: 1 DATE: 4/25/2022
PERIOD: FROM 12/1/2022 TO 4/23/2022 SHEET: 1-3
PROJECT: Handicap Beach Access
CONTRACTOR: Twln L. Construction, Inc.

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$ 326,681.90), 2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS, 3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD, 4. NET CHANGE BY CONTRACT MODIFICATIONS, 5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4) (\$ 326,681.90), 6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown) (\$ 52,127.55), 7. PERCENT PROJECT COMPLETE: (Line 6 + Line 5 x 100) (16%), 8. PERCENT COMPLETION BY TIME: (Elapsed Days + Contract Days x 100) (68%), 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) (\$ 52,127.55), 12. LESS AMOUNT RETAINED (5%) (\$ 2,606.38), 13. APPROVED RETAINAGE REDUCTION (\$ -), 14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13) (\$ 2,606.38), 15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14) (\$ 49,521.17), 16. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Item 15 from Previous Application) (\$ -), 17. CURRENT PAYMENT DUE: (Line 15 - Line 16) (\$ 49,521.17)

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.

Twln L Const Inc. Contractor By Richard Green Date 4-26-22

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

Compton Engineering Engineer By Adam Yonigton Date 4-27-22

Item #	Description	Units	GOV.	Unit Price	Est. Total	Previous Allocation	Current Allocation	Total To Date	% Complete
1	Multi-Purpose/Removal/Excavation	LF	1	\$ 19,200.00	\$ 19,200.00	\$ -	\$ 19,200.00	\$ 19,200.00	100%
2	Remove Existing Asphalt	LF	150	\$ 1.80	\$ 270.00	\$ -	\$ 270.00	\$ 270.00	100%
3	Remove Guard Rails	LF	150	\$ 12.70	\$ 1,905.00	\$ -	\$ 1,905.00	\$ 1,905.00	100%
4	Source, Remove and Dispose Asphalt	CY	54	\$ 50.80	\$ 2,743.20	\$ -	\$ 2,743.20	\$ 2,743.20	100%
5	Underside Excavation (RM)	CF	500	\$ 11.45	\$ 5,725.00	\$ -	\$ 5,725.00	\$ 5,725.00	100%
6	Padlock and Concrete Existing Sand (RM)	CF	500	\$ 3.53	\$ 1,765.00	\$ -	\$ 1,765.00	\$ 1,765.00	100%
7	Temporary Color Run and Demolition	LF	1	\$ 12,705.00	\$ 12,705.00	\$ -	\$ 12,705.00	\$ 12,705.00	100%
8	Concrete Speed Pile (18x18)	CF	120	\$ 35.40	\$ 4,248.00	\$ -	\$ 4,248.00	\$ 4,248.00	100%
9	Padlock Steel Overlay	LF	240	\$ 3.00	\$ 720.00	\$ -	\$ 720.00	\$ 720.00	100%
10	Handicap Parking Layout	CF	80	\$ 3.20	\$ 256.00	\$ -	\$ 256.00	\$ 256.00	100%
11	Concrete Slabwork	CF	80	\$ 65.25	\$ 5,220.00	\$ -	\$ 5,220.00	\$ 5,220.00	100%
12	Concrete Form Wall Footer	LF	113	\$ 21.60	\$ 2,440.80	\$ -	\$ 2,440.80	\$ 2,440.80	100%
13	Handicap	LF	113	\$ 33.20	\$ 3,751.60	\$ -	\$ 3,751.60	\$ 3,751.60	100%
14	Concrete/Precast Concrete	LF	250	\$ 33.20	\$ 8,300.00	\$ -	\$ 8,300.00	\$ 8,300.00	100%
15	Concrete Bench Barrier	LF	12	\$ 782.50	\$ 9,390.00	\$ -	\$ 9,390.00	\$ 9,390.00	100%
16	Handicap Parking Sign	EA	5	\$ 348.00	\$ 1,740.00	\$ -	\$ 1,740.00	\$ 1,740.00	100%
17	Padlock Existing Wheel Stop	EA	3	\$ 101.00	\$ 303.00	\$ -	\$ 303.00	\$ 303.00	100%
18	Install 60' Usezones at Handicap and Padlock Area (RM)	CF	20	\$ 51.45	\$ 1,029.00	\$ -	\$ 1,029.00	\$ 1,029.00	100%
19	Install 60' Usezones at Handicap	CF	20	\$ 35.55	\$ 711.00	\$ -	\$ 711.00	\$ 711.00	100%
20	4" Asphalt Resurface	CF	27	\$ 50.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 1,350.00	100%
Total Base Bid Price					\$ 284,870.20	\$ -	\$ 284,870.20	\$ 284,870.20	100%
ALTERNATE NO. 1									
1	Underside Excavation (RM)	CF	80	\$ 11.45	\$ 916.00	\$ -	\$ 916.00	\$ 916.00	100%
2	Remove and Compacting Existing Sand (RM)	CF	90	\$ 33.25	\$ 2,992.50	\$ -	\$ 2,992.50	\$ 2,992.50	100%
3	Temporary Color Run and Demolition	LF	1	\$ 12,705.00	\$ 12,705.00	\$ -	\$ 12,705.00	\$ 12,705.00	100%
4	Concrete Bench Post (18x18)	CF	110	\$ 35.40	\$ 3,894.00	\$ -	\$ 3,894.00	\$ 3,894.00	100%
5	Concrete Slabwork Fiber	CF	20	\$ 711.25	\$ 14,225.00	\$ -	\$ 14,225.00	\$ 14,225.00	100%
6	Concrete Form Wall/Footer	CF	8	\$ 881.25	\$ 7,050.00	\$ -	\$ 7,050.00	\$ 7,050.00	100%
7	Concrete Bench Barrier	EA	12	\$ 782.50	\$ 9,390.00	\$ -	\$ 9,390.00	\$ 9,390.00	100%
Total Alternate No. 1					\$ 43,792.00	\$ -	\$ 43,792.00	\$ 43,792.00	100%
ALTERNATE NO. 2									
1	Remove Existing Asphalt	LF	100	\$ 1.80	\$ 180.00	\$ -	\$ 180.00	\$ 180.00	100%
2	Remove Existing Guard Rails	LF	24	\$ 20.50	\$ 492.00	\$ -	\$ 492.00	\$ 492.00	100%
3	Remove Existing Asphalt	LF	24	\$ 12.70	\$ 304.80	\$ -	\$ 304.80	\$ 304.80	100%
4	Underside Excavation (RM)	CF	375	\$ 14.00	\$ 5,250.00	\$ -	\$ 5,250.00	\$ 5,250.00	100%
5	Padlock and Concrete Existing Sand (RM)	CF	375	\$ 7.65	\$ 2,868.75	\$ -	\$ 2,868.75	\$ 2,868.75	100%
6	Padlock Steel Overlay	LF	300	\$ 3.00	\$ 900.00	\$ -	\$ 900.00	\$ 900.00	100%
7	Handicap Parking Layout	CF	20	\$ 32.70	\$ 654.00	\$ -	\$ 654.00	\$ 654.00	100%
8	Handicap Parking Sign	EA	2	\$ 444.00	\$ 888.00	\$ -	\$ 888.00	\$ 888.00	100%
9	Concrete Slabwork to Parking	CF	10	\$ 65.25	\$ 652.50	\$ -	\$ 652.50	\$ 652.50	100%
10	Concrete Form Wall/Footer	CF	25	\$ 22.33	\$ 558.25	\$ -	\$ 558.25	\$ 558.25	100%
Total Alternate No. 2					\$ 17,442.25	\$ -	\$ 17,442.25	\$ 17,442.25	100%
ALTERNATE NO. 4									
1	Concrete Top Ripup	CF	335	\$ 151.00	\$ 50,585.00	\$ -	\$ 50,585.00	\$ 50,585.00	100%
Total Alternate No. 4					\$ 50,585.00	\$ -	\$ 50,585.00	\$ 50,585.00	100%
Total Bid					\$ 386,837.40	\$ -	\$ 386,837.40	\$ 386,837.40	100%

VALUE OF COMPLETED WORK \$ 32,137.35
 MATERIAL INVENTORY \$ -
 SUBMITTAL \$ 52,137.35
 LESS 5% RETAINAGE \$ 2,606.87
 APPROVED RETAINAGE REDUCTION \$ -
 TOTAL AMOUNT REQUIRED TO DATE \$ 296,337.13
 NET DUE \$ 69,222.17
 LESS PREVIOUS PAYMENTS \$ -
 TOTAL THIS ESTIMATE \$ 69,222.17

Application No.: 1 Project: HANDICAP BEACH ACCESS

Period From: 12/1/2021 TO 4/23/2022 Contractor: TWIN L CONSTRUCTION, INC.

PAYMENT APPLICATION AND CERTIFICATE MATERIALS ON HAND SCHEDULE 1

	A	B	C	=(A-B)+C	
Bid Item #	Description	Value Previous Application	Value of Stored Material Incorporated into Work this Period	Value of Additional Material Stored this Period	Total Value of Stored Material this Application
					\$ -
					\$ -
SUBTOTAL/TOTAL:		\$ -	\$ -	\$ -	\$ 0 -

8.1

8.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

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).

PRODUCER Lemon Mohler Insurance Agency 1964 Market Street Pascagoula MS 39567	CONTACT NAME: Crystal Odom
	PHONE (A/C No., Ext): (228) 762-7511 FAX (A/C, No): (228) 762-6319 E-MAIL ADDRESS: codom@lemonmohler.com
INSURED Twin L Construction Inc 8292 Firetower Rd Pass Christian MS 39571	INSURER(S) AFFORDING COVERAGE
	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:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWO	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"/> PROJ <input type="checkbox"/> LOC OTHER:	Y	BAK428384	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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		07818322-3	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EZXS3054208	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC1218005746	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	<input checked="" type="checkbox"/> 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 City of Waveland 301 Coleman Ave Waveland MS 39576	CANCELLATION 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>

8.2



CITY OF WAVELAND
DEPOSITORY ACCOUNT
P O BOX 539
WAVELAND MS 39576

Current Date: February 07, 2023
Account Number: 13547604
Capture Date: June 14, 2022
Item Number: 2500008838496
Posted Date: June 14, 2022
Posted Item Number: 330096451
Amount: 79,186.26
Record Type: Debit
RT Number: 065503681
Run Number: 217
Serial Number: 19573
Batch Number: 2500175
BOFD Sequence: 165023041700004
CL Item Before: 165023041700002 - 230,6
CL Item After: 165030050210002 - 3,284.
CL Item Info: 165023041700004 - 79,186
CL Bundle Amt: 510,384.88

	CITY OF WAVELAND P.O. BOX 539 WAVELAND, MS 39576 DEPOSITORY ACCOUNT	HANCOCK BANK DAY ST. LOUIS, MO 63121 VOID AFTER 60 DAYS		85-368865 019573					
		<table border="1"> <thead> <tr> <th>CHECK NO</th> <th>DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>19573</td> <td>06/07/2022</td> <td>\$79,186.26**</td> </tr> </tbody> </table>			CHECK NO	DATE	AMOUNT	19573	06/07/2022
CHECK NO	DATE	AMOUNT							
19573	06/07/2022	\$79,186.26**							
PAY TO THE ORDER OF TWIN L. CONSTRUCTION 8292 FIRETOWER RD. PASS CHRISTIAN MS 39571		CITY OF WAVELAND - DEPOSITORY ACCOUNT MAYOR CITY CLERK							
@019573@ @065503681@ @013547604@									

<p>DO NOT WRITE, STAMP OR SIGN BEYOND THIS LINE RECORDING COPY AVAILABLE UPON REQUEST</p> <p>1 Twin L. Gansk For Deposit Only 03-7092245</p>	<p>00022-08-14 165023041700004 >065503681<</p>	<p>1 Twin L. Gansk</p>
		<p>EXPENSE HERE</p>
<p>* THIS CHECK IS VOID IF IT IS NOT DEPOSITED WITHIN 90 DAYS OF THE DATE OF ISSUE. * * CHECKS ARE VOID IF NOT DEPOSITED WITHIN 90 DAYS OF THE DATE OF ISSUE. * * CHECKS ARE VOID IF NOT DEPOSITED WITHIN 90 DAYS OF THE DATE OF ISSUE. *</p>		



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**

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

BY: _____

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		Previous Application		Current Application		Total-To-Date		% Complete Current Appl.	% Complete Total-To-Date	
				Unit Price	Est. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount			
1	Mobilization/Demobilization	LS	1	\$ 29,060.00	\$ 29,060.00	0.0	\$ 7,624.00	0.2	\$ 3,812.00	0.6	\$ 11,436.00			
2	Remove Existing Striping	LF	100	\$ 3.80	\$ 380.00		\$ -		\$ -		\$ -			
3	Remove Guard Rails	LF	150	\$ 12.70	\$ 1,905.00		\$ -	150	\$ 1,905.00	150.0	\$ 1,905.00			
4	Sewer, Remove and Dispose Asphalt	SY	54	\$ 50.80	\$ 2,743.20		\$ -		\$ -		\$ -			
5	Unclassified Excavation (RM)	CY	500	\$ 11.45	\$ 5,725.00		\$ -	500	\$ 5,725.00	500.0	\$ 5,725.00			
6	Machine and Compacting Existing Sand (RM)	CY	500	\$ 15.25	\$ 7,625.00		\$ -	400	\$ 6,100.00	400.0	\$ 6,100.00			
7	Temporary Cofferdam and Dowelbaring	LS	1	\$ 12,705.00	\$ 12,705.00	1	\$ 12,705.00		\$ -	1.0	\$ 12,705.00			
8	Concrete Bench Paint (Yellow)	SF	110	\$ 25.40	\$ 2,794.00		\$ -		\$ -		\$ -			
9	Parking Stall Striping	LF	340	\$ 5.10	\$ 1,734.00		\$ -		\$ -		\$ -			
10	Handicap Parking Legend	SF	50	\$ 5.10	\$ 255.00		\$ -		\$ -		\$ -			
11	Concrete Sidewalk	CY	60	\$ 635.25	\$ 38,115.00		\$ -		\$ -		\$ -			
12	Concrete Storm Wall/Footer	CY	80	\$ 881.35	\$ 70,508.00	11	\$ 11,561.55	67	\$ 59,586.45	80.0	\$ 71,148.00			
13	Handrails	LF	112	\$ 216.00	\$ 24,192.00		\$ -		\$ -		\$ -			
14	Relocate/Install Guardrails	LF	150	\$ 19.10	\$ 2,865.00		\$ -		\$ -		\$ -			
15	Concrete Bench Barrier	EA	12	\$ 762.50	\$ 9,147.60		\$ -		\$ -		\$ -			
16	Handicap Parking Signs	EA	5	\$ 349.40	\$ 1,747.00		\$ -		\$ -		\$ -			
17	Relocate Existing Wheel Stops	EA	3	\$ 101.65	\$ 304.95		\$ -		\$ -		\$ -			
18	Install GGD Limestone at Roadway and Parking Area (RM)	CY	20	\$ 114.35	\$ 2,287.00		\$ -		\$ -		\$ -			
19	Install geotextile fabric at roadway	SY	37	\$ 9.55	\$ 353.35		\$ -		\$ -		\$ -			
20	6" Asphalt Pavement	SY	37	\$ 50.60	\$ 1,872.20		\$ -		\$ -		\$ -			
Total Base Bid Price					\$ 219,670.20		\$ 11,590.55		\$ 77,128.45		\$ 198,819.00			
ALTERNATE NO. 1														
1	Unclassified Excavation (RM)	CY	90	\$ 11.45	\$ 1,030.50		\$ -		\$ -		\$ -			
2	Machine and Compacting Existing Sand (RM)	CY	90	\$ 15.25	\$ 1,372.50		\$ -		\$ -		\$ -			
3	Temporary Cofferdam and Dowelbaring	LS	1	\$ 12,705.00	\$ 12,705.00		\$ -		\$ -		\$ -			
4	Concrete Bench Paint (Yellow)	SF	110	\$ 25.40	\$ 2,794.00		\$ -		\$ -		\$ -			
5	Concrete Sidewalk Water	CY	10	\$ 711.50	\$ 7,115.00		\$ -		\$ -		\$ -			
6	Concrete Storm Wall/Footer	CY	8	\$ 881.35	\$ 7,050.80		\$ -	4.0	\$ 3,527.40	4	\$ 3,527.40			
7	Concrete Bench Barrier	EA	12	\$ 762.50	\$ 9,147.60		\$ -		\$ -		\$ -			
Total Alternate No. 1					\$ 43,179.40		\$ -		\$ 3,527.40		\$ 3,527.40			
ALTERNATE NO. 2														
1	Remove Existing Striping	LF	100	\$ 3.80	\$ 380.00		\$ -		\$ -		\$ -			
2	Relocate Existing Curb Stops	EA	2	\$ 190.60	\$ 381.20		\$ -		\$ -		\$ -			
3	Remove Existing Curb	LF	14	\$ 10.20	\$ 142.80		\$ -		\$ -		\$ -			
4	Unclassified Excavation (RM)	CY	175	\$ 14.00	\$ 2,450.00	175	\$ 2,450.00		\$ -	175	\$ 2,450.00			
5	Machine and Compacting Existing Sand (RM)	CY	175	\$ 7.65	\$ 1,338.75		\$ -		\$ -		\$ -			
6	Parking Stall Striping	LF	100	\$ 5.10	\$ 510.00		\$ -		\$ -		\$ -			
7	Handicap Parking Legend	SF	20	\$ 12.70	\$ 254.00		\$ -		\$ -		\$ -			
8	Handicap Parking Signs	EA	2	\$ 349.40	\$ 698.80		\$ -		\$ -		\$ -			
9	Concrete Sidewalk to Parking	CY	30	\$ 635.25	\$ 19,057.50		\$ -		\$ -		\$ -			
10	Concrete Storm Wall/Footer	CY	25	\$ 881.35	\$ 22,283.75	20	\$ 17,627.00	3	\$ 2,656.05	23	\$ 20,455.05			
Total Alternate No. 2					\$ 40,646.80		\$ 20,297.00		\$ 2,656.05		\$ 22,905.05			
ALTERNATE NO. 4														
1	Concrete Top Mixup	CY	115	\$ 159.00	\$ 18,285.00		\$ -		\$ -		\$ -			
Total Alternate No. 4					\$ 18,285.00		\$ -		\$ -		\$ -			
Total Bid					\$ 324,682.90		\$ -	\$ 52,127.55	\$ -	\$ 82,352.90	\$ -	\$ 135,481.45		

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	\$ 49,572.17
TOTAL THIS ESTIMATE	\$ 79,135.21

8.2

8.2



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).

PRODUCER Lemon Mohler Insurance Agency 1984 Market Street Pascagoula MS 39567	CONTACT NAME: Crystal Odom PHONE (A/C, No, Ext): (228) 702-7511 FAX (A/C, No): (228) 782-5319 E-MAIL ADDRESS: codom@lomonmahler.com INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster NAIC # INSURER B: Progressive Gulf Insurance Company 42412 INSURER C: Evanston Insurance Co INSURER D: AmFed National Ins Co INSURER E: Travelers Property Casualty Co of America INSURER F:
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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.

INSR LTR	TYPE OF INSURANCE	ADULT SUBR INSD	YWD	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	BAK420384	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOPAGG \$ 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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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 EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3064208	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
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	WC1216005746	07/01/2021	07/01/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 RENTED/LEASED EQUI 200,000 INSTALLATION FLOATE 110,000
E	INLAND MARINE			8601L320004	07/01/2021	07/01/2022	

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 City of Waveland 301 Coleman Ave Waveland MS 39576	CANCELLATION 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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8.3



CITY OF WAVELAND
DEPOSITORY ACCOUNT
P O BOX 539
WAVELAND MS 39576

Current Date: February 07, 2023
Account Number: 13547604
Capture Date: July 28, 2022
Item Number: 2500200651492
Posted Date: July 28, 2022
Posted Item Number: 350061460
Amount: 46,402.73
Record Type: Debit
RT Number: 065503681
Run Number: 64
Serial Number: 19674
Batch Number: 2500142
BOFD Sequence: 209023061520007
CL Item Before: 209074071570001 - 600.00
CL Item After: 209053060270003 - 70.00
CL Item Info: 209023061520007 - 46,402.73
CL Bundle Amt: 493,156.77

	CITY OF WAVELAND P.O. BOX 539 WAVELAND, MS 39576 DEPOSITORY ACCOUNT	HANCOCK BANK BAY ST. LOUIS, MO 63101 VOID AFTER 60 DAYS		05-368855 019674					
		<table border="1"> <thead> <tr> <th>CHECK NO</th> <th>DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>19674</td> <td>07/25/2022</td> <td>\$46,402.73*</td> </tr> </tbody> </table>			CHECK NO	DATE	AMOUNT	19674	07/25/2022
CHECK NO	DATE	AMOUNT							
19674	07/25/2022	\$46,402.73*							
EXACTLY ***46,402 DOLLARS AND 73 CENTS									
PAY TO THE ORDER OF TWIN L. CONSTRUCTION 8292 FIRETOWER RD. PASS CHRISTIAN MS 39571		CITY OF WAVELAND - DEPOSITORY ACCOUNT Mayor City Clerk							
⑆019674⑆ ⑆065503681⑆ ⑆013547604⑆									

<p>FEDERAL RESERVE BOARD OF GOVERNORS WASH DC</p>	The Federal Reserve Board here is not liable for the validity of the check or the amount thereof. SECURITY FEATURES: 1. Watermark 2. Color-shifting ink 3. Microprint 4. Security thread 5. Heat-sensitive ink 6. Ultraviolet light	00022-07-28 209023061520007 >065503681<	ENDORSE HERE <input checked="" type="checkbox"/> Twin L. Const For Deposit Only 03-7992245 DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE <small>RESERVED FOR FEDERAL RESERVE USE</small>
	FEDERAL RESERVE BOARD OF GOVERNORS WASH DC		



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
 APPLICATION NO: 3
 PERIOD: FROM 5/26/2022 TO 6/23/2022
 PROJECT: Handicap Beach Access
 CONTRACTOR: Twin L. Construction, Inc.

RECEIVED
 JUN 23 2022

TAX ID #: 64-0678475
 DATE: 6/23/2022
 SHEET: 1 - 3

BY: _____

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. Gray
 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	Udgs	Qty	Unit Price	Est. Total	Prev. Application	Current Application	Total Application	% Complete
1	Rebar/Reinforcement	LS	1	\$ 18,000.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 18,000.00	100
2	Removal Existing Striping	LF	100	\$ 3.50	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	100
3	Removal Guard Rails	LF	150	\$ 12.70	\$ 1,905.00	\$ -	\$ 1,905.00	\$ 1,905.00	100
4	Remove Barriers and Remove Asphalt	SY	54	\$ 50.20	\$ 2,710.80	\$ -	\$ 2,710.80	\$ 2,710.80	100
5	Unidentified Excavation (RM)	CV	500	\$ 14.45	\$ 7,225.00	\$ -	\$ 7,225.00	\$ 7,225.00	100
6	Paving and Compacting Existing Sand (RM)	CV	500	\$ 15.25	\$ 7,625.00	\$ 6,100.00	\$ 1,525.00	\$ 7,625.00	100
7	Temporary Center Turn and Diverging	LS	1	\$ 12,705.00	\$ 12,705.00	\$ -	\$ 12,705.00	\$ 12,705.00	100
8	Concrete Slab (Value)	LF	100	\$ 26.40	\$ 2,640.00	\$ -	\$ 2,640.00	\$ 2,640.00	100
9	Parting Seal Strip	LF	340	\$ 3.10	\$ 1,064.00	\$ -	\$ 1,064.00	\$ 1,064.00	100
10	Handicap Parking Layout	SR	50	\$ 5.50	\$ 275.00	\$ -	\$ 275.00	\$ 275.00	100
11	Concrete Shoulder	CV	80	\$ 68.25	\$ 5,460.00	\$ -	\$ 5,460.00	\$ 5,460.00	100
12	Concrete Stem Wall Footer	CV	80	\$ 89.25	\$ 7,140.00	\$ -	\$ 7,140.00	\$ 7,140.00	100
13	Rebar/Reinforcement	LF	115	\$ 24.00	\$ 2,760.00	\$ -	\$ 2,760.00	\$ 2,760.00	100
14	Rebar/Reinforcement	LF	150	\$ 19.10	\$ 2,865.00	\$ -	\$ 2,865.00	\$ 2,865.00	100
15	Concrete Slab Barrier	EA	3	\$ 762.50	\$ 2,287.50	\$ -	\$ 2,287.50	\$ 2,287.50	100
16	Handicap Parking Sign	EA	3	\$ 949.00	\$ 2,847.00	\$ -	\$ 2,847.00	\$ 2,847.00	100
17	Rebar/Reinforcement	EA	2	\$ 201.25	\$ 402.50	\$ -	\$ 402.50	\$ 402.50	100
18	Rebar/Reinforcement at Handicap and Parking Area (RM)	CV	20	\$ 114.25	\$ 2,285.00	\$ -	\$ 2,285.00	\$ 2,285.00	100
19	Rebar/Reinforcement	SR	37	\$ 9.55	\$ 353.35	\$ -	\$ 353.35	\$ 353.35	100
20	Rebar/Reinforcement	SR	37	\$ 50.40	\$ 1,874.80	\$ -	\$ 1,874.80	\$ 1,874.80	100
Total Item Bid Prices					\$ 218,672.70	\$ 109,336.35	\$ 109,336.35	\$ 109,336.35	50.0
ATTACHMENT NO. 1									
1	Unidentified Excavation (RM)	CV	90	\$ 21.45	\$ 1,930.50	\$ -	\$ 1,930.50	\$ 1,930.50	100
2	Paving and Compacting Existing Sand (RM)	CV	90	\$ 15.25	\$ 1,372.50	\$ -	\$ 1,372.50	\$ 1,372.50	100
3	Temporary Center Turn and Diverging	LS	1	\$ 12,705.00	\$ 12,705.00	\$ -	\$ 12,705.00	\$ 12,705.00	100
4	Concrete Slab (Value)	LF	100	\$ 25.40	\$ 2,540.00	\$ -	\$ 2,540.00	\$ 2,540.00	100
5	Concrete Slab Barrier	CV	10	\$ 711.50	\$ 7,115.00	\$ -	\$ 7,115.00	\$ 7,115.00	100
6	Concrete Stem Wall Footer	CV	8	\$ 89.25	\$ 714.00	\$ -	\$ 714.00	\$ 714.00	100
7	Concrete Slab Barrier	EA	12	\$ 782.50	\$ 9,390.00	\$ -	\$ 9,390.00	\$ 9,390.00	100
Total Attachment No. 1					\$ 42,792.00	\$ -	\$ 42,792.00	\$ 42,792.00	100
ATTACHMENT NO. 2									
1	Remove Existing Striping	LF	100	\$ 3.50	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	100
2	Rebar/Reinforcement	EA	2	\$ 180.00	\$ 360.00	\$ -	\$ 360.00	\$ 360.00	100
3	Remove Existing Curb	LF	14	\$ 10.20	\$ 142.80	\$ -	\$ 142.80	\$ 142.80	100
4	Unidentified Excavation (RM)	CV	175	\$ 14.00	\$ 2,450.00	\$ -	\$ 2,450.00	\$ 2,450.00	100
5	Paving and Compacting Existing Sand (RM)	CV	175	\$ 7.85	\$ 1,373.75	\$ -	\$ 1,373.75	\$ 1,373.75	100
6	Parting Seal Strip	LF	100	\$ 5.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	100
7	Handicap Parking Sign	SR	20	\$ 12.70	\$ 254.00	\$ -	\$ 254.00	\$ 254.00	100
8	Handicap Parking Sign	EA	2	\$ 349.00	\$ 698.00	\$ -	\$ 698.00	\$ 698.00	100
9	Concrete Slab Barrier	CV	20	\$ 68.25	\$ 1,365.00	\$ -	\$ 1,365.00	\$ 1,365.00	100
10	Concrete Slab Barrier	CV	25	\$ 89.25	\$ 2,231.25	\$ -	\$ 2,231.25	\$ 2,231.25	100
Total Attachment No. 2					\$ 7,448.00	\$ -	\$ 7,448.00	\$ 7,448.00	100
ATTACHMENT NO. 4									
1	Concrete Top Riprap	CV	115	\$ 159.00	\$ 18,285.00	\$ -	\$ 18,285.00	\$ 18,285.00	100
Total Attachment No. 4					\$ 18,285.00	\$ -	\$ 18,285.00	\$ 18,285.00	100
Total Bid					\$ 269,959.70	\$ 109,336.35	\$ 160,623.35	\$ 160,623.35	59.9

VALUE OF COMPLETED WORK \$ 160,623.35
MATERIAL INVENTORY \$ -
SUBTOTAL \$ 160,623.35
LESS 5% RETAINAGE \$ 8,031.17
APPROVED RETAINAGE REDUCTION \$ -
TOTAL AMOUNT REMAINDER TO DATE \$ 152,592.18
NET DUE \$ 152,592.18
LESS PREVIOUS PAYMENTS \$ 44,400.00
TOTAL THIS STATEMENT \$ 108,192.18

Application No.: 3 Project: HANDICAP BEACH ACCESS

Period From: 5/26/2022 TO 6/23/2022 Contractor: TWIN L CONSTRUCTION, INC.

PAYMENT APPLICATION AND
 CERTIFICATE MATERIALS ON
 HAND SCHEDULE 1

		A	B	C	=(A-B) + C
Bid Item #	Description	Value Previous Application	Value of Stored Material Incorporated into Work this Period	Value of Additional Material Stored this Period	Total Value of Stored Material this Application
					\$ -
					\$ -
SUBTOTAL/TOTAL:		\$ -	\$ -	\$ -	\$ -

8.3

8.3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
00/24/2022

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).

PRODUCER Lemon Mohler Insurance Agency 1964 Market Street Pascagoula MS 39567		CONTACT NAME: Crystal Odom PHONE (A/C, No. Ext): (228) 762-7511 E-MAIL ADDRESS: codom@lemonmohler.com	FAX (A/C, No): (228) 762-5319
INSURED Twin L Construction Inc 8292 Firetower Rd Pass Christian MS 39571		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster INSURER B: Progressive Gulf Insurance Company INSURER C: Evanson Insurance Co INSURER D: AmFad National Ins Co INSURER E: Travelers Property Casualty Co of America INSURER F:	
		NAIC # 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.

INSR LTR	TYPE OF INSURANCE	ADJL RISK	SUBRN 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		BAK129384	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED 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 EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <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	WC1216005748	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE 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

CERTIFICATE HOLDER City of Waveland 301 Coleman Ave Waveland MS 39576	CANCELLATION 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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Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
- f. Spread on the Minutes the following list of Police Vehicles as Surplus Property and approved to be auctioned. These vehicles are not operational:

Unit #053, 2009 Ford Crown Victoria, Vin #2FAHP71V9X144053
Unit #056, 2009 Ford Crown Victoria, Vin #2FANP71V29X144056
Unit #057, 2009 Ford Crown Victoria, Vin #2FAHP71V49X144057
Unit #424, 2009 Dodge Charger, Vin #2B3LA43T19H635424
Unit #426, 2009 Dodge Charger, Vin #2B3LA43T59H635426
Unit #868D, 2009 Ford Expedition, Vin #1FMK15518LA15868
Unit #058, 2009 Ford Crown Victoria, Vin #2FAHP71V19X144058

8f

City of Waveland Police Department



Michael
Prendergast
Chief of Police

Phillip
Pavolini
Assistant Chief of Police



1602 McLaurin St. Waveland, MS 39576
Office 228-467-3669 Fax 228-467-3686

03/06/2023

Too: City Clerk Lisa Planchard
In Reference; Vehicles To Be Auctioned (Dead Lined)
(Revised List)

Vehicles as Follow;

- 1-Unit # 053, 2009 Ford Crown Victoria Vin. # 2FAHP71V9X144053
- 2-Unit # 056, 2009 Ford Crown Victoria Vin. # 2FANP71V29X144056
- 3-Unit # 057. 2009 Ford Crown Victoria Vin. # 2FAHP71V49X144057
- 4-Unit # 424, 2009 Dodge Charger Vin. # 2B3LA43T19H635424
- 5-Unit # 426, 2009 Dodge Charger Vin. # 2B3LA43T59H635426
- 6-Unit # 868D, 2009 Ford Expedition Vin. # 1FMK15518LA15868
- 7-Unit # 058, 2009 Ford Crown Victoria Vin. # 2FAHP71V19X144058

Thanks,
Phillip Pavolini
Asst. Chief

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - g. The following Invoices from Compton Engineering:
 1. Invoice #221-019-23 in the amount of \$1,287.50 dated 2/28/23 for the ‘Waveland Multiple Projects Directed to Hurricane Zeta’ project which includes on this invoice: Veterans Memorial Project
 2. Invoice #221-033.007-5 in the amount of \$595.00 dated 2/28/23 for the Public Works Pole Barn Project
 3. Invoice #222-033.001-3 in the amount of \$910.00 dated 2/28/23 for Tidelands Reporting
 4. Invoice #222-033.004-3 in the amount of \$2,050.00 dated 2/28/23 for the Jourdan River Hwy. 603 Gas Main Crossing

CE Group, Inc.
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

89 - 1

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

Invoice number 221-019-23
Date 02/28/2023

Project 221-019 Waveland Multiple Projects
Directed to Hurricane Zeta

Period of Service: January 27 - February 23, 2023

Professional Fees

221-019.003 - VFW Memorial
SDC - ADMIN

	Hours	Rate	Billed Amount
Engineer Principal	1.00	180.00	180.00
Engineer Intern	6.00	100.00	600.00
Administrative Assistant CE&I	3.50	60.00	210.00
Resident Project Representative	3.50	85.00	297.50
Professional Fees subtotal	14.00		1,287.50
Invoice total			<u>1,287.50</u>

RECEIVED
MAR 09 2023
CITY CLERK

CE Group, Inc.
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

89-2

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

Invoice number 221-033.007-5
Date 02/28/2023

Project 221-033.007 Public Works Pole Barn

Period of Service: January 27 - February 23, 2023

Professional Fees

Design and Bid

	Hours	Rate	Billed Amount
Resident Project Representative	7.00	85.00	595.00
Invoice total			595.00

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Total Billed	Current Billed
Design and Bid	6,000.00	3,197.50	2,802.50	2,602.50	3,197.50	595.00
Total	6,000.00	3,197.50	2,802.50	2,602.50	3,197.50	595.00

RECEIVED

MAR 09 2023

CITY CLERK

CE Group, Inc.
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

89-3

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

Invoice number 222-033.001-3
Date 02/28/2023
Project 222-033.001 TIDELANDS REPORTING
2022

Period of Service: January 27 - February 23, 2023

TIDELANDS REPORTING

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase I - December 2022	1,300.00	100.00	1,300.00	1,300.00	0.00
Phase I - June 2023	1,300.00	70.00	0.00	910.00	910.00
Total	2,600.00	85.00	1,300.00	2,210.00	910.00

Invoice total 910.00

RECEIVED

MAR 09 2023

CITY CLERK

CE Group, Inc.
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

89-4

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

Invoice number 222-033.004-3
Date 02/28/2023

Project 222-033.004 Jourdan River Hwy. 603
Gas Main Crossing

Period of Service: January 27 - February 23, 2023

JOURDAN RIVER HWY. 603 GAS MAIN CROSSING, WAVELAND, HANCOCK CO., MS

Professional Fees

Jourdan River Hwy. 603 Gas Main Crossing

	Hours	Rate	Billed Amount
Environmental Specialist	4.50	110.00	495.00
Administrative Assistant	0.50	60.00	30.00
Two-Man Survey Crew with Equipment	3.00	175.00	525.00
Professional Fees subtotal	8.00		1,050.00

Consultant

Jourdan River Hwy. 603 Gas Main Crossing

	Units	Rate	Billed Amount
Professional Land Surveyor (PLS) PAUL D. PITTS	1.00	1,000.00	1,000.00

Invoice total **2,050.00**

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Total Billed	Current Billed
Jourdan River Hwy. 603 Gas Main Crossing	20,750.00	7,922.50	12,827.50	5,872.50	7,922.50	2,050.00
Total	20,750.00	7,922.50	12,827.50	5,872.50	7,922.50	2,050.00

RECEIVED
MAR 09 2023
CITY CLERK

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - h. Invoice #22-002-0056 from Chiniche Engineering & Surveying in the amount of \$7,500.00 for Engineering services for main drain survey, temporary bench marks, design and project coordination

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+1 2284676755
jason@jjc-eng.com
https://jjc-eng.com/



RECEIVED

MAR 14 2023

CITY CLERK

INVOICE

BILL TO
City of Waveland

INVOICE # 22-002-0056
DATE 03/14/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/14/2023	Engineer Services	Site visits, main drain survey, TBM, * design and project coordination	1:00	7,500.00	7,500.00

Conceptual Drainage Design

BALANCE DUE

\$7,500.00

* temporary bench marks

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - i. Refund of \$100.00 Permit fee to Mr. David 'Scott' Duplantis, whose project fell through and the permit is no longer needed.

Screen printed 3/14/2023 9:49:54 AM

8i

Permit#: 23-00094 Type: CC Status: V Project: 23 G

Rec#: 20186

Address: 103 LANG ST UNIT #36
103 LANG ST UNIT #36

Class:
Hold:

Applied: 02-23-23
Issued: 02-23-23
Complete: - -

Master Permit:

Cost: \$0.00
Due: \$100.00
Paid: \$100.00

Descript NEW BUSINESS: OLD STANDARD CRAFTSMANSHIP, LLC
of work TENANT: DAVID "SCOTT" DUPLANTIS 225-270-0172

Iss. By: JC
Condition 1:

Contractor: TENANT
Engineer:
Designer:
Applicant:

Occ Type: B
Cons Type:
Sq Ft:

Permit For: CARPENTRY BUSINESS

Report Code: 437 # of Units: Plan Review Required (Y/N):

Notes: PROJECT FELL THROUGH & TENANT IS NO LONGER MOVING INTO UNIT; REQUESTING REFUND OF \$100 FOR PERMIT THAT IS NO LONGER NEEDED---JMC 3/6/23

*Refund permit fee, project fell through
3/14/23*



The Hospitality City

WAVELAND
301 COLEMAN AVE
WAVELAND, MS 39576
PHONE: 228-466-2549
FAX: 228-467-5177

PERMIT NUMBER
2300094
ISSUE DATE
02-23-23
EXPIRATION DATE
08 - 22 - 23

COMMERCIAL CHANGE OF OCCUPANCY

PROPERTY INFORMATION:

PARCEL: 138R-0-34-005.000
ADDRESS: 103 LANG ST UNIT #36
CITY,ST,ZIP: WAVELAND, MS 39576
COUNTY: HANCOCK:

PROPERTY OWNER:

NAME: STAR LANDING ENTERPRISES, LLC
ADDRESS: 3001 HWY 51 N STE C
CITY,ST,ZIP: NESBIT MS 38651
PHONE NO: _____

APPLICANT:

COMPANY: TENANT
NAME:
ADDRESS:
CITY,ST,ZIP WAVELAND MS 39576
PHONE NO: _____

WORK DESCRIPTION:

NEW BUSINESS: OLD STANDARD CRAFTSMANSHIP, LLC
TENANT: DAVID "SCOTT" DUPLANTIS 225-270-0172

REMARKS:

CONTRACTOR:

TENANT

TYPE:

VALUATION:

VALUE (IMPROV): .00

VALUE (MAINT): _____

TOTAL VALUE: .00

TOTAL FEES: \$100.00

SQ. FOOTAGE

FLOODPLAIN

NOTICE

Void @

5/14/23

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT DATE

SIGNATURE OF OWNER (IF OWNER BUILDER) DATE



The Hospitality City

WAVELAND
301 COLEMAN AVE
WAVELAND, MS 39576
PHONE: 228-466-2549
FAX: 228-467-5177

PERMIT NUMBER
2300094
STATEMENT DATE
03-14-2023 9:49:00 AM

STATEMENT / RECEIPT

PROJECT:

PARCEL: 138R-0-34-005.000
ADDRESS: 103 LANG ST UNIT #36
CITY,ST,ZIP: WAVELAND, MS 39576
COUNTY: HANCOCK:

PERMIT TYPE:

COMMERCIAL CHANGE OF OCCUPANCY

ISSUE DATE:

02-23-23

EXPIRATION DATE:

08-22-23

Property Owner:

NAME: STAR LANDING ENTERPRISES, LLC
ADDRESS: 3001 HWY 51 N STE C
CITY,ST,ZIP: NESBIT MS 38651
PHONE NO:

Table with 4 columns: Trans. Date, Description, Payment Amt, Payment Type, Charge Amt. Includes rows for PERMIT FEE and a circled 100.00 CHARGE. Total fees: \$ 100.00

Requesting Refund

Void Permit @ 3/14/23
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT DATE

SIGNATURE OF OWNER (IF OWNER BUILDER) DATE

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-j):
 - j. Approve Firefighter Garrett Beaugez to attend the NFPA 1002: Driver Operator-Pumper Apparatus course April 3-13, 2023 in Jackson, MS. at the MS. State Fire Academy. Cost to the City will be a \$675.00 course fee, \$224.00 in per diem (8 days @ \$28/day), use of a city vehicle and covering 4 of his shifts with part-time or fulltime firefighter. Lodging, and 2 meals a day are included in the registration fee.

END CONSENT AGENDA



8j

Tommy Carver Jr., Fire Chief

To: Mayor and Board of Aldermen
From: Tommy Carver, Jr., Fire Chief
Date: March 13, 2023

Dear Mayor and Board of Aldermen,

I respectfully request your approval for Firefighter Garrett Beaugez to attend the NFPA 1002: Driver Operator- Pumper Apparatus course April 3-13, 2023 being delivered at the MS State Fire Academy. The cost to the city will be a \$675.00 course fee, \$224.00 per diem at \$28.00 a day for 8 days, covering 4 of his shifts with a part time or fulltime firefighter, and use of a city vehicle. The course fee includes breakfast and lunch as well as boarding.

Respectfully,

A handwritten signature in blue ink that reads "Tommy Carver, Jr." in a cursive style.

Tommy Carver, Jr.
Fire Chief, City of Waveland

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda being numbered Items (a-k):
 - k. Approve purchase of two time clocks from BBI, Inc., to also include installation and training at a cost of \$2,270.00 and be installed at City Hall and Court Department. Use of time clocks will be mandatory by employees working at those locations.

8K



BBI, Inc.
PO Box 320189
Flowood, MS 39232-0189
601-939-5516 fax 601-939-3667

Quote No. 3368
WAVELAND_ICONTIME_CLOCKS

Name **Cody Bishop** Email **cody@bbiinc.net**
Position **IT** Ext. **133**
Department **Sales**

First Contact **03/01/2023**
Quote Issued **03/01/2023**
P.O. Number

Product/Service	Quantity	Price	Total
16003 BIOMETRIC FINGERPRINT OR PROXIMITY CARD TIMECLOCK (up to 100 employee)	2	\$850.00	\$1,700.00
60050 INSTALL/SETUP CLOCK - (SET UP SOFTWARE FOR ACCESS TO P/C OR REMOTE)	4	\$95.00	\$380.00
0 TRAINING SUPERVISOR TO SET UP PROXIMITY CARD AND/OR BIOMETRIC ENTRY	2	\$95.00	\$190.00
0 TO INSTALL EMPLOYEES FOR CLOCK USE.			
0			
0 WILL NEED WIFI ACCESS AT EACH CLOCK LOCATION			
0			
0 ADDITIONAL CLOCK @ OUR OFFICE TO CONACT ALL CLOCKS FOR INTERFACE			
0 CHARGE \$20.00 PER MONTH FOR STATIC IP (ON MAINTENANCE AFTER YEAR END)		\$20.00	
0			
0 PROXIMITY CARDS FOR CLOCKING IN (IF NEEDED)		\$4.00	
0 BBI INTERFACE SOFTWARE(UPLOAD TO BBI PAYROLL \$ 750.00 via .csv FILE)		\$750.00	
0			
0 *** MILEAGE AND TRAVEL EXPENSES APPLICABLE FOR ALL ONSITE TRIPS ***			
0 * CURRENT IRS MILEAGE RATES WITH FUEL SURCHARGE *			
0			
0 -----THIS QUOTE IS GOOD FOR 30 DAYS-----			

Customer -----
 Customer **KIM BOUSHIE** Company **CITY OF WAVELAND**
 Address **PO BOX 539**
 City **WAVELAND, MS 39576-0539** State **MS**
 zip **-** Email **KBoushie@waveland-ms.gov**
 Phone **228/467-4134** Fax **228/467-3177**

Sub Total	\$2,270.00
Discount	\$0.00
Taxes	\$0.00
Total	\$2,270.00

Office Use Only

Signature _____

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. Motion to approve the following Consent Agenda being numbered Items (a-k):
 1. Spread on the Minutes members of the Waveland Cruisin' Committee as follows:

Bobby Richardson – Chairman
Celeste Pitre
Nonnie Richardson
Melissa Richardson
Terry Poore
Janita Cole
James Embry
Cami Cornfoot
Amanda Tallent
Katharine Corr
Kim Boushie

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, March 22, 2023
6:30 pm.

7. Motion to approve the following Consent Agenda being numbered Items (a-k):
 - m. Approve opening a new Peoples Bank Account (checking) titled 'Waveland Cruisin Committee' with the following as approved signatories on this account: Bobby Richardson, Kim Boushie, and Jay Trapani

END CONSENT AGENDA

EXECUTIVE SESSION

9. Motion to consider entering a closed session to discuss legal and contractual matters, Sugar Pop Bakery.
10. Motion to enter an executive session to discuss legal and contractual matters, Sugar Pop Bakery.
11. Motion to come out of executive session with/without action taken.
12. Adjourn