

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Mayor's Comments:
 - a. Motion to discuss 'A Better Way to Give' and how the City of Waveland can participate. Dr. Christen H. Duhe', President & Executive Director of Gulf Coast Community Foundation will be present to answer questions.

A BETTER WAY TO GIVE

Throughout our nation, and in our own communities, we have seen a remarkable increase in panhandling. Of late, many have expressed concerns about the practice, particularly in instances where they have felt threatened and uneasy when approached for money. While the charitable nature of our citizens is admirable, their safety is paramount.

A *BETTER WAY TO GIVE* is an opportunity to help those truly in need, by providing access to appropriate resources in times of crisis, while also giving the public a safe way to donate - with the knowledge of how their contribution will provide for the needs of others.

Our police officers and fire fighters regularly encounter individuals and families in crisis who are often on the cusp of homelessness and in need of temporary shelter, food, and other resources while awaiting connection to non-profit services. These first responders often dig into their own pockets to provide relief in these situations.

A *BETTER WAY TO GIVE* Crisis Intervention Fund will be managed by The Gulf Coast Community Foundation to establish a voucher ticket system, working with local hotels, restaurants, gas stations and bus stations, to provide for people in transition. This option would also provide a charitable alternative for those wanting to help, not knowing if what they hand out on the streets is really making a difference.

Starting June 1, signs will go up at locations across our Coast, discouraging the unsafe practice of panhandling, and contributing to an impactful cause.

For additional information on how you can be involved in improving the quality-of-life in our community, contact the United Way of South Mississippi (www.unitedwaysm.org), or the Gulf Coast Community Foundation (www.mgccf.org)



Fund Uses

- Pre-negotiated rates at hotels for unused inventory, restaurants for meals, gas stations for transit, and bus stations for tickets
- Repairs to properties damaged by voucher recipients
- Costs of signage, informational items, and voucher forms
- Administrative costs (Audit, accounting, postage, checks, printing, etc.)
- Tracking coordinator – vouchers distribution & processing, recipient identification/verification, issuing agency/officer metrics, participating lodging facilities, non-profit coordination

Budget

- Governed/Established by MGCCF Standards
- Minimum operational balance of \$10,000 (?) to be reached and maintained

Reimbursement: (No exchange of cash)

- Gulf Coast Community Foundation
 - Funds Management
 - Voucher distribution and tracking
 - Audit / Confirmation of voucher uses

Authorization

Only specific police officers, designated by their respective agencies, will have the access and distribution authority for the crisis intervention vouchers. They will be issued on a case-by-case basis.

Vouchers can only be issued for up to a three night stay in a hotel.

In no case can they be issued to the same party for more than two weeks.

The purpose of these funds is for temporary, transitional shelter, emergency food, gasoline and/or bus tickets.

These rules are subject to participation agreement by lodging facility, and availability of rooms, which can be revoked at any time, for any reason. Only one room, per voucher. No more than two vouchers, per family.

Participating businesses shall not be held liable for the actions of voucher tenants.

Signs Placement

- At intersections designated by city administrations, installed by respective city personnel
- Businesses may purchase and post signs for their own properties

Business Outreach

- Set informational meeting for those experiencing high levels of harassment to their customers: Retailers (i.e. Wal Mart, Sam's Club), Casinos, Malls, Gas Stations, Restaurants, Hotels, etc.)



Better Way to Give

EMPOWERING CHANGE.

May 17, 2023

Dear Community Partners,

As you know, we are facing a mounting problem across our coastal communities regarding panhandling. While cities are prohibited from passing ordinances declaring the practice illegal, we are working to find ways to discourage this practice, as many of our citizens, employees, and visitors have been made to feel uncomfortable, intimidated, and sometimes attacked by aggressive panhandlers. This reality is having an impact on our economy and quality of life.

By nature, people want to help those less fortunate than themselves, and rightly so! We give, in the hopes that our contributions are making a difference. That assurance is not there when giving to panhandlers – many of whom are not destitute, but are preying upon the goodwill of others. We believe a major part of the solution is to change how we give.

One Coast Mayors are thrilled to announce our partnership with the Gulf Coast Community Foundation, establishing the "Better Way to Give" fund, which is designed to help those who are truly in crisis, with a goal of connecting them with our many non-profits who exist to provide guidance, counseling, and stability to those in need. For the public, this initiative offers a safer, more effective pathway for our community to extend their compassion, ensuring their contributions tangibly improve the lives of those most in need.

We invite you to join us on June 1, 2023, at the "Better Way to Give One Coast Jam" at the iconic Ground Zero Blues Club in Biloxi. This event is more than a fundraiser; it's a testament to our shared commitment to uplift our cities. It's an opportunity to unite, revel in our shared camaraderie, and foster positive change. The success of this initiative benefits us all, and is largely dependent upon your support.

Please review the attached sponsorship opportunities, and maximize your investment to empower change. Contact Rebecca Kajdan, rkajdan@gulfport-ms.gov, to secure your sponsorship.

Best regards,

Billy Hewes, Mayor
City of Gulfport

FoFo Gilich, Mayor
City of Biloxi

Rusty Quave, Mayor
City of D'Iberville

Kenny Holloway, Mayor
City of Ocean Springs

Jay Willis, Mayor
City of Pascagoula

Jimmy Rafferty, Mayor
City of Pass Christian



Billy Knight, Mayor
City of Moss Point

George Bass, Mayor
City of Long Beach

Nancy Depreo, Mayor
City of Diamondhead

Casey Vaughn, Mayor
City of Gautier

Mike Favre, Mayor
City of Bay St. Louis

Jay Trapani, Mayor
City of Waveland



Better Way to Give

EMPOWERING CHANGE.



— SPONSORSHIPS —

STAGE SPONSOR - \$10,000

On-site branding, two front-row tables, social media support

THIRD LEVEL - \$10,000

50-60 seats at the top of Ground Zero

SECOND LEVEL - \$5,000

25 to 40 seats on the second floor

VIP BISTROS & TABLES - \$500

VIP 2 top bistros, 4 top tables

JUNE 1, 2023 - 6:00 TO 9:00 PM

GROUND ZERO BLUES CLUB

814 HOWARD AVENUE, BILOXI, MS

www.betterwaygc.com

IT'S OK TO SAY NO



TO PANHANDLERS

**THERE'S A BETTER
WAY TO GIVE!**

**CONTRIBUTE TO THE
SOLUTION**

TEXT "Better2Give" to 41444
www.betterwaygc.com



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5. Aldermen's Comments:

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6. Public Comments

- a. Mr. Michael Reimann: Recent events, our veterans, prayer gathering for our Vets

Lisa Planchard

From: Michael Reimann <mikebreimann@yahoo.com>
Sent: Thursday, June 8, 2023 9:58 AM
To: Lisa Planchard
Subject: Agenda for next meeting

Public
Comments

Ms. Lisa, it was a pleasure speaking with you.
I would like to be placed on the agenda for the next meeting.

I want to take a moment and speak about recent events, our veterans, and the prayer gathering for our vets I would like to conduct at the Memorial on 7/1.

All positive stuff I assure you.
My full name is Michael B Reimann and my phone number is 995-290-5720

Thank you for your time and your service to your community.

Sent from my iPhone

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7. BOARD BUSINESS:

- b. Mr. Jason Chiniche - update the Board on the Citywide Drainage Improvements project.

h. **Mr. Jason Chiniche** with Chiniche Engineering & Surveying – update Board members on the Citywide Drainage Improvements project

Their plan is to have all of the watersheds identified by the second meeting in June, with cost estimates prepared for all the main drain improvements.

Lisa Planchard

From: Jason Chiniche <jason@jjc-eng.com>
Sent: Wednesday, June 14, 2023 1:55 PM
To: Lisa Planchard
Cc: Jay Trapani
Subject: Tidelands Reporting

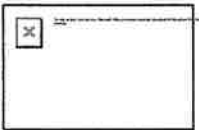
7c

Ms. Lisa,

We can handle the tidelands quarterly reporting for \$250 per quarter. Let me know if you need anything else from us.

Thank You,

Jason Chiniche, P.E., C.F.M, M.B.A
Principal Engineer



407 HWY 90
Bay St. Louis, MS 39520
228-467-6755

7d.

**2023-24 SMPDD/SCSEP
Annual Host Agency Agreements**

Agreement #1

Please review, sign, date and return to:

**Janice Hale, SCSEP Project Director
SMPDD/SCSEP Dept.
10441 Corporate Dr., Suite #1
Gulfport, Mississippi 39503**

SCSEP Host Agency Agreement PY2023

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Waveland, Mississippi,

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development District, Inc.

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide

adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is

understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and workers compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors.

"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

**This Agreement is in effective from
July 1, 2023 to June 30, 2024**

Definition of Host Agency Status

(Check one)

- This host agency is a government agency. FEIN: 64-6001207 (Required by USDOL).
- This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
_____ **501(c) (3) documentation is attached.**

Signed — Host Agency

Host Agency: City of Waveland, Mississippi

Representative's Name: Mr. Jay Trapani

Representative's Signature: _____

Host Agency Title: Mayor

Host Agency Supervisor: Ms. Lisa Planchard

Address: 301 Coleman Avenue, Pass Christian, MS 39576

Phone: (228) 467-4134 Fax: (228) 467-3177

Email: lplanchard@waveland-ms.gov Date: _____

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning and Development District, Inc.

Representative's Name: Janice Hale

Representative's Signature: Janice Hale

Title: SCSEP Project Director and Department Head

Address: 10441 Corporate Dr., Suite #1, Gulfport, MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: 06.09.2023

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

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7. **BOARD BUSINESS:**

- e. Motion to reappoint Mr. Charles Gallagher as Waveland's representative to the Bay Waveland Housing Authority Board of Commissioners for the term 6/15/23 through 6/14/27.

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Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

- f. Motion to approve the Mississippi Tidelands Public Trust Fund Program Request for Funding, FY2025 Project Summary, for the following project: Coleman Avenue Waterfront Improvements in the amount of \$500,000.00.

7A.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2025

Public Access Managed Project

Official Use Only

Project Number: _____
Average Merit Score: _____
Requesting Agency: _____

PROJECT SUMMARY

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

Coleman Avenue Waterfront Improvements

2. Location of Project:

Coleman Avenue in Waveland Mississippi

3. Requesting Agency

City of Waveland

3.a Select your Office (DMR Applicants Only)

4. Requesting Agency Representative:

a. Name: Mayor Jay Trapani

b. Phone: (228) 467-4134

c. Fax: (228) 437-3177

d. Address: 301 Coleman Avenue, Waveland, MS 39576

e. Email: jtrapani@waveland-ms.gov

5. Project Manager:

a. Name: Jason Chiniche

b. Phone: (228) 467-6755

c. Fax: NA

d. Address: 407 Hwy 90, Bay St. Louis, Ms 39520

e. Email: jason@jjc-eng.com

6. Funding Requested:

\$ 500,000.00

6a. Requested Funding for Required Match:

6b. Amount Above Matching Funds:

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds

\$ 500,000.00

Joint Project Information

Is this a Joint Project?

Yes No

If yes, enter the agency:

NA

Other Agency's Contact:

NA



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2025

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The City would like to propose a variety of beach front amenities for residents and tourists to enjoy while they visit. The additional facilities the City would like to provide near the beach front are children's playground equipment, an assembly pavilion, a stage pavilion, bike racks, and water/electrical hookups for food trucks. The City would also like to add convenient parking near the beach front on Coleman Avenue to give residents and visitors of the area a designated space to park and enjoy the beach front and its amenities.

11. LIST Project Goals/Objectives:

- Increase public access to beach front
- Provide amenities near the beach front

12. LIST Project Benefits:

Beaches provide many recreational opportunities for residents and visitors. Boating, fishing, swimming, walking, biking, beach combing, bird-watching, playing and sunbathing are among the common activities beach-goers enjoy. Increasing the amenities at the beach front, increases public access to the water.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2025

PROJECT SUMMARY

13. LIST Project Tasks:

1. Preliminary Design
2. Design and Engineering for Repairs
3. Permitting
4. Construction

14. Project Timetable/Milestones:

1. Preliminary Design 1 month
2. Design and Engineering 1 month
3. Permitting 3 months
4. Construction 6 months

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

NA

16. Project Timing:

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2025

APPLICATION SUMMARY QUESTIONNAIRE

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

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

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

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

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

Identify the activity:

The project will increase beach-goers to visit the beach.

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

Identify the project(s):

NA

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

If yes, what acreage: NA

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

The project will provide opportunity for Waveland and county residents, and their visitors to access amenities on Coleman Avenue while enjoying the Waveland beach front.

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

Beach front amenities



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2025

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

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

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

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

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

28. Categorize the benefits from 12:

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

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

- Yes
- No

If yes, identify:

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

The project meets goal #9 to assist local governments in the provision of public facilities services in a manner consistent with the coastal program.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2025

APPLICATION SUMMARY

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

Goal number nine of the Mississippi Coastal program aims to assist local governments in the provision of public facilities. Major public works projects are necessary for the development of the coast, but the construction of these facilities can be harmful to the environment because of construction impacts. This project aims to add facilities near the beach front to attract visitors and residents to the beaches.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2025

APPLICATION SUMMARY

32. Estimated number of years to completion:

33. Estimated Completion Date:

34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:	<input type="text"/>	<input type="text"/>
	Signature	Date
Requesting Agency Representative:	<input type="text"/>	<input type="text"/>
	Signature	Date

36. Attach project schematics or drawings as appropriate

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

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2025

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BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	75000					\$ 75,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	425000					\$ 425,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

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

Instructions:

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2025

LEGISLATIVE SUMMARY

1. Title of Project:

Coleman Avenue Waterfront Improvements

2. Location of Project:

Coleman Avenue in Waveland Mississippi

3. Requesting Agency:

City of Waveland

6. Funding Requested:

\$ 500,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

\$ 500,000.00

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

Goal number nine of the Mississippi Coastal program aims to assist local governments in the provision of public facilities. Major public works projects are necessary for the development of the coast, but the construction of these facilities can be harmful to the environment because of construction impacts. This project aims to add facilities near the beach front to attract visitors and residents to the beaches.

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7. BOARD BUSINESS:

- g. Motion to approve the Mississippi Tidelands Public Trust Fund PROGRESS REPORTS for the following:
 - a. Project # FY21-P646-03 - Pagoda Structures

Lisa Planchard

From: Lisa Morrison <lisa.morrison@neel-schaffer.com>
Sent: Monday, June 12, 2023 9:41 AM
To: Lisa Planchard
Subject: Tidelands Reports
Attachments: FY2020-TTF-4-progress-report P646-03Beach PagodasJune 23. pdf.pdf; FY2019-TTF-4-progress-report derelict piers June23 .pdf; FY2022-TTF-4-progress-report P646-04 Marina Planning June 2023 .pdf; FY2023-TTF-4-progress-report P626-05 Marina Planning and Design June 2023 .pdf; FY2020-TTF-4-progress-report P646-01Handicap accessJune 23 .pdf

lg

Lisa, Here are five progress reports that the Mayor can sign.

Thank you.

Due date: June 30, 2023

Lisa Morrison, RPG

Senior Geologist



CELEBRATING FORTY YEARS 1983-2023

Neel-Schaffer, Inc.

156 Nixon Street, Biloxi, MS 39530

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Mississippi Tidelands Public Trust Fund PROGRESS REPORT

Tg-a

Project Title:

The City of Waveland proposes to construct two pagoda structures along the beach front to be accessible from the existing pedestrian pathway. The pagodas will be used for gathering places and as shade structures for those who are visiting the beach.

Project Number:

FY21-P646-03

Fund Source(s):

Project Manager:

Mayor Jay Trapani

Tidelands:

\$ 240,000.00

Other:

Organization:

City of Waveland

TOTAL:

\$ 240,000.00

Submitted by: _____

Date: _____

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Received by Tidelands Administrator: _____ Date: _____

Required Elements Present and Complete:

- Final project design
 - Identification of benefits
 - Expenditures Report
 - Milestones for completion
- (To include Tidelands and matching funds)

- Narrative description of project
- Photographs of project

Comments:

Mississippi Tidelands Public Trust Fund

PROJECT REPORT

Please provide the required elements, present and complete, as it pertains to the above referenced project:

1. Detailed Description of Project

Please include final project design, narrative description of project, and benefits to the community and public.

The project goal is to provide additional public attractions near downtown Waveland that will also increase traffic into the downtown area stimulating growth and involvement in the community. The unique canopy design pagodas will create places where the public can be protected from the harsh sun rays.

No work has been completed on this project to date.

2. Current photo(s) of project site (if applicable)

Please attach to email or print out.

3. Photo(s) of current funding sign (if applicable)

Please attach to email or print out.

4. Expenditures Report (to include Tidelands and matching funds)

Please attach to email or print out.

Date Project Initiated

Anticipated Date of Completion

Please be sure to attach or include all required elements, present and complete.

Signature

Date

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

g. Motion to approve the Mississippi Tidelands Public Trust Fund PROGRESS REPORTS for the following:

b. Project # FY20-P646-01 - Handicapped Accessible Walkway

Mississippi Tidelands Public Trust Fund PROGRESS REPORT

7g-b

Project Title:

Handicap Accessible Walkway

Project Number:

FY20-P646-01

Fund Source(s):

Project Manager:

Mayor Jay Trapani

Tidelands:

\$ 225,000.00

Other:

Organization:

City of Waveland

TOTAL:

\$ 225,000.00

Submitted by: _____

Date: _____

FOR OFFICIAL USE ONLY • DO NOT WRITE BELOW THIS LINE

Received by Tidelands Administrator: _____ Date: _____

Required Elements Present and Complete:

- Final project design
 - Identification of benefits
 - Expenditures Report
 - Milestones for completion
- (To include Tidelands and matching funds)

- Narrative description of project
- Photographs of project

Comments:

Mississippi Tidelands Public Trust Fund PROJECT REPORT

Please provide the required elements, present and complete, as it pertains to the above referenced project:

1. Detailed Description of Project

Please include final project design, narrative description of project, and benefits to the community and public.

The purpose of the project is to construct a handicap accessible walkway adjacent to the Garfield Ladner Pier.

The Handicap Accessible Walkway is complete.

2. Current photo(s) of project site (if applicable)

Please attach to email or print out.

3. Photo(s) of current funding sign (if applicable)

Please attach to email or print out.

4. Expenditures Report (to include Tidelands and matching funds)

Please attach to email or print out.

Date Project Initiated

Anticipated Date of Completion

Please be sure to attach or include all required elements, present and complete.

Signature

Date

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

g. Motion to approve the Mississippi Tidelands Public Trust Fund PROGRESS REPORTS for the following:

c. Project # FY19-P646-04 - Removal of Derelict Piers

Mississippi Tidelands Public Trust Fund PROGRESS REPORT

79-c

Project Title:

Removal of derelict piers

Project Number:

FY19-P646-04

Fund Source(s):

Project Manager:

Mayor Jay Trapani

Tidelands:

\$ 200,000.00

Other:

Organization:

City of Waveland

TOTAL:

\$ 200,000.00

Submitted by: _____

Date: _____

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Received by Tidelands Administrator: _____ Date: _____

Required Elements Present and Complete:

- Final project design
 - Identification of benefits
 - Expenditures Report
 - Milestones for completion
- (To include Tidelands and matching funds)

- Narrative description of project
- Photographs of project

Comments:

Mississippi Tidelands Public Trust Fund PROJECT REPORT

Please provide the required elements, present and complete, as it pertains to the above referenced project:

1. Detailed Description of Project

Please include final project design, narrative description of project, and benefits to the community and public.

The purpose of the project is to enhance public safety and improve public access to the shallow waters off of Waveland Beach. The City would like to remove the derelict and abandoned pier structures and pilings within the city limits.

No work has begun on this project.

2. Current photo(s) of project site (if applicable)

Please attach to email or print out.

3. Photo(s) of current funding sign (if applicable)

Please attach to email or print out.

4. Expenditures Report (to include Tidelands and matching funds)

Please attach to email or print out.

Date Project Initiated

Anticipated Date of Completion

Please be sure to attach or include all required elements, present and complete.

Signature

Date

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

g. Motion to approve the Mississippi Tidelands Public Trust Fund PROGRESS REPORTS for the following:

d. Project # FY23-P626-05 - Marina Planning & Design

Mississippi Tidelands Public Trust Fund PROGRESS REPORT

Tg-d

Project Title:

Marina Planning and Design

Project Number:

FY23-P626-05

Fund Source(s):

Project Manager:

Mayor Jay Trapani

Organization:

City of Waveland

Tidelands:

\$ 294,000.00

Other:

TOTAL:

\$ 294,000.00

Submitted by: _____

Date: _____

FOR OFFICIAL USE ONLY • DO NOT WRITE BELOW THIS LINE

Received by Tidelands Administrator: _____ Date: _____

Required Elements Present and Complete:

- Final project design
 - Identification of benefits
 - Expenditures Report
 - Milestones for completion
- (To include Tidelands and matching funds)

- Narrative description of project
- Photographs of project

Comments:

Mississippi Tidelands Public Trust Fund PROJECT REPORT

Please provide the required elements, present and complete, as it pertains to the above referenced project:

1. Detailed Description of Project

Please include final project design, narrative description of project, and benefits to the community and public.

The purpose of the project is to prepare a design for a marina to help establish an order of magnitude estimate and obtain environmental permits for construction.

No work has been completed for this project.

2. Current photo(s) of project site (if applicable)

Please attach to email or print out.

3. Photo(s) of current funding sign (if applicable)

Please attach to email or print out.

4. Expenditures Report (to include Tidelands and matching funds)

Please attach to email or print out.

Date Project Initiated Anticipated Date of Completion

Please be sure to attach or include all required elements, present and complete.

Signature

Date

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

g. Motion to approve the Mississippi Tidelands Public Trust Fund PROGRESS REPORTS for the following:

e. Project # FY22-P626-04 - Boat Launch Marina Planning

Mississippi Tidelands Public Trust Fund PROGRESS REPORT

Tg-e

Project Title:	
Boat Launch Marina Planning	
Project Number:	Fund Source(s):
FY22-P626-04	
Project Manager:	Tidelands:
Mayor Jay Trapani	\$ 300,000.00
Organization:	Other:
City of Waveland	
	TOTAL:
	\$ 300,000.00

Submitted by: _____

Date: _____

FOR OFFICIAL USE ONLY • DO NOT WRITE BELOW THIS LINE

Received by Tidelands Administrator: _____ Date: _____

Required Elements Present and Complete:

- Final project design
- Identification of benefits
- Expenditures Report
- Milestones for completion
(To include Tidelands and matching funds)

- Narrative description of project
- Photographs of project

Comments:

Mississippi Tidelands Public Trust Fund PROJECT REPORT

Please provide the required elements, present and complete, as it pertains to the above referenced project:

1. Detailed Description of Project

Please include final project design, narrative description of project, and benefits to the community and public.

The purpose of the project is to prepare a design for a boat launch and marina to help establish an order of magnitude estimate and obtain environmental permits for construction.

Engineering design began for this project in 2021. A preliminary design and estimate was submitted to the City of Waveland in May 2022.

2. Current photo(s) of project site (if applicable)

Please attach to email or print out.

3. Photo(s) of current funding sign (if applicable)

Please attach to email or print out.

4. Expenditures Report (to include Tidelands and matching funds)

Please attach to email or print out.

Date Project Initiated

Anticipated Date of Completion

Please be sure to attach or include all required elements, present and complete.

Signature

Date

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

h. Motion to approve and authorize the Mayor's signature on the three following GOMESA PHASE II PROJECT FUNDING applications titled:

1. 'Waveland-Infill Infrastructure Improvements – Phase 2' in the total amount of \$3,300,000.

7h1



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

Waveland - Infill Area Infrastructure Improvements - Phase 2

2. Location of Project:

The project is located on the south side of Phase 1. It includes Chris Street and Carroll Street and is bounded on the east by Combel Street and extends just west of Sycamore Street.

3. Requesting Organization:

City of Waveland

4. Requesting Organization Representative:

a. Name: Jay Trapani

e. Address:

301 Coleman Avenue
Waveland, MS 39576

b. Position Mayor

c. Phone: 228-467-4134

f. Email:

jay@waveland-ms.gov

d. Fax: N/A

5. Funding Requested:

\$3,300,000

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

Yes

No

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

Amount:

Source of Additional Funds:

8. Total Project Funds

\$3,300,000



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

This project will serve to extend City water and sewer infrastructure to a part of the City that is mostly unserved. The project boundaries start on the south side of Phase 1 and include Chris Street and Carroll Street. The east project boundary is Combel Street and the west boundary is just west of Sycamore Street. The existing sewer system only serves a small portion of the project area and still consists of vitrified clay pipe with intermittent sections of PVC pipe where repaired. The City is growing and needs to provide water and sewer service to unserved areas of the City.

The lack of sewer and water infrastructure, as well as sections that are well past their design life, increases the risk of contamination to the surrounding water bodies as well as the risk of contaminating private drinking water wells. In addition residents not served by a public water system are at increased fire danger.

10. LIST Project Goals/Objectives:

- Extend public water and sewer mains to unserved areas.
- Replace dilapidated existing infrastructure.
- Increase resiliency for City infrastructure.
- Extend fire protection.
- Reduce infiltration and inflow and corresponding sanitary sewer overflows.



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2024

PROJECT SUMMARY

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

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

Improvements and extensions to public infrastructure will decrease sanitary sewer overflows spilling into adjacent coastal wetlands as well as removing failing septic systems, thus improving adjacent water quality. Installing and extending new potable water mains will increase resiliency in the face of storms and provide basic systems that are easier to restore to service after hurricanes.

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

- (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

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

Construction of this project will harden and provide resiliency to the City's infrastructure during storms.



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

12. Project Timetable/Milestones:

It is estimated that this project will be fully constructed within two (2) years from the date of funding. This allows for one (1) year for surveys, design, permitting and bidding, followed by one (1) year of construction.

13. Project Timing



Short-term (3 year or less)



Deferred/long-term (3-5 years)



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

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

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

- Group 2: Paid for
 Funds budgeted
 Funds not budgeted

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

This project will extend public infrastructure and replace existing, failing, infrastructure which will decrease overflows, failing septic, contamination of private wells, contamination of shallow groundwater. This will reduce bacterial and biological contamination to adjacent waterbodies like Jackson Marsh and the Mississippi Sound. This in turn will help protect local fish and shellfish populations.



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

16. Estimated number of years to completion:

17. Estimated Completion Date:

18. Prioritize if your agency has submitted multiple projects:

SIGNATURES

Requesting Agency Representative:

Signature

Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

***Progress notes must be submitted quarterly on all projects funded by GOMESA.**

****Before submitting application, please make sure to complete the Budget form on page 7.**



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 505,000.00
Legal	
Consulting	
Construction	\$ 2,795,000.00
Site Work	
Equipment	
Indirects	
Other	
Total	\$ 3,300,000.00

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

h. Motion to approve and authorize the Mayor's signature on the three following GOMESA PHASE II PROJECT FUNDING applications titled:

2. 'Waveland-Infill Infrastructure Improvements – Phase 3' in the total amount of \$3,360,000.



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7h2

GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

Waveland - Infill Area Infrastructure Improvements - Phase 3

2. Location of Project:

The project is located on the south side of Phase 1. It includes Dicks Street and Edna Street and is bounded on the east by Combel Street and extends just west of Sycamore Street.

3. Requesting Organization:

City of Waveland

4. Requesting Organization Representative:

a. Name:	Jay Trapani	e. Address:	301 Coleman Avenue Waveland, MS 39576
b. Position:	Mayor		
c. Phone:	228-467-4134	f. Email:	jay@waveland-ms.gov
d. Fax:	N/A		

5. Funding Requested:

\$3,360,000

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

Yes

No

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

Amount: _____

Source of Additional Funds: _____

8. Total Project Funds

\$3,360,000



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

This project will serve to extend City water and sewer infrastructure to a part of the City that is mostly unserved. The project boundaries start on the south side of Phase 2 and include Edna Street and Dicks Street. The east project boundary is Combel Street and the west boundary is just west of Sycamore Street. The existing sewer system only serves a small portion of the project area and still consists of vitrified clay pipe with intermittent sections of PVC pipe where repaired. The City is growing and needs to provide water and sewer service to unserved areas of the City.

The lack of sewer and water infrastructure, as well as sections that are well past their design life, increases the risk of contamination to the surrounding water bodies as well as the risk of contaminating private drinking water wells. In addition residents not served by a public water system are at increased fire danger.

10. LIST Project Goals/Objectives:

- Extend public water and sewer mains to unserved areas.
- Replace dilapidated existing infrastructure.
- Increase resiliency for City infrastructure.
- Extend fire protection.
- Reduce infiltration and inflow and corresponding sanitary sewer overflows.



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2024

PROJECT SUMMARY

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

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

Improvements and extensions to public infrastructure will decrease sanitary sewer overflows spilling into adjacent coastal wetlands as well as removing failing septic systems, thus improving adjacent water quality. Installing and extending new potable water mains will increase resiliency in the face of storms and provide basic systems that are easier to restore to service after hurricanes.

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

- (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

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

Construction of this project will harden and provide resiliency to the City's infrastructure during storms.



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

12. Project Timetable/Milestones:

It is estimated that this project will be fully constructed within two (2) years from the date of funding. This allows for one (1) year for surveys, design, permitting and bidding, followed by one (1) year of construction.

13. Project Timing

Short-term (3 year or less)

Deferred/long-term (3-5 years)



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

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

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

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

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

This project will extend public infrastructure and replace existing, failing, infrastructure which will decrease overflows, failing septics, contamination of private wells, contamination of shallow groundwater. This will reduce bacterial and biological contamination to adjacent waterbodies like Jackson Marsh and the Mississippi Sound. This in turn will help protect local fish and shellfish populations.



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

16. Estimated number of years to completion:
17. Estimated Completion Date:
18. Prioritize if your agency has submitted multiple projects:

SIGNATURES

Requesting Agency Representative:

Signature Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

***Progress notes must be submitted quarterly on all projects funded by GOMESA.**

****Before submitting application, please make sure to complete the Budget form on page 7.**



ENHANCE • PROTECT • CONSERVE

GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 505,000.00
Legal	
Consulting	
Construction	\$ 2,855,000.00
Site Work	
Equipment	
Indirects	
Other	
Total	\$ 3,360,000.00

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

h. Motion to approve and authorize the Mayor's signature on the three following GOMESA PHASE II PROJECT FUNDING applications titled:

3. 'Waveland-Infill Infrastructure Improvements – Phase 4' in the total amount of \$2,000,000.



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7h-3

GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

Waveland - Infill Area Infrastructure Improvements - Phase 4

2. Location of Project:

The project is located on the north side of Phase 1. It includes Grove Street and Noonan Street and is bounded on the east by Tabor Street and extends just west of Margie Street.

3. Requesting Organization:

City of Waveland

4. Requesting Organization Representative:

a. Name: Jay Trapani

e. Address:

301 Coleman Avenue
Waveland, MS 39576

b. Position: Mayor

c. Phone: 228-467-4134

f. Email:

jay@waveland-ms.gov

d. Fax: N/A

5. Funding Requested:

\$2,000,000

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

Yes

No

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

Amount:

Source of Additional Funds:

8. Total Project Funds

\$2,000,000



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

This project will serve to extend City water and sewer infrastructure to a part of the City that is mostly unserved. The project boundaries start on the north side of Phase 1 (Hogan Street) and includes Grove Street and Noonan Street. The east project boundary is Tabor Street and the west boundary is just west of Margie Street. The existing sewer system only serves a small portion of the project area and still consists of vitrified clay pipe with intermittent sections of PVC pipe where repaired. The City is growing and needs to provide water and sewer service to unserved areas of the City.

The lack of sewer and water infrastructure, as well as sections that are well past their design life, increases the risk of contamination to the surrounding water bodies as well as the risk of contaminating private drinking water wells. In addition residents not served by a public water system are at increased fire danger.

10. LIST Project Goals/Objectives:

- Extend public water and sewer mains to unserved areas.
- Replace dilapidated existing infrastructure.
- Increase resiliency for City infrastructure.
- Extend fire protection.
- Reduce infiltration and inflow and corresponding sanitary sewer overflows.



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2024

PROJECT SUMMARY

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

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

Improvements and extensions to public infrastructure will decrease sanitary sewer overflows spilling into adjacent coastal wetlands as well as removing failing septic systems, thus improving adjacent water quality. Installing and extending new potable water mains will increase resiliency in the face of storms and provide basic systems that are easier to restore to service after hurricanes.

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

- (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

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

Construction of this project will harden and provide resiliency to the City's infrastructure during storms.



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

12. Project Timetable/Milestones:

It is estimated that this project will be fully constructed within two (2) years from the date of funding. This allows for one (1) year for surveys, design, permitting and bidding, followed by one (1) year of construction.

13. Project Timing

Short-term (3 year or less)

Deferred/long-term (3-5 years)



ENHANCE • PROTECT • CONSERVE

GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

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

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

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

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

This project will extend public infrastructure and replace existing, failing, infrastructure which will decrease overflows, failing septic, contamination of private wells, contamination of shallow groundwater. This will reduce bacterial and biological contamination to adjacent waterbodies like Jackson Marsh and the Mississippi Sound. This in turn will help protect local fish and shellfish populations.



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

16. Estimated number of years to completion:
17. Estimated Completion Date:
18. Prioritize if your agency has submitted multiple projects:

SIGNATURES

Requesting Agency Representative:

Signature

Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

***Progress notes must be submitted quarterly on all projects funded by GOMESA.**

****Before submitting application, please make sure to complete the Budget form on page 7.**



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 385,000.00
Legal	
Consulting	
Construction	\$ 1,615,000.00
Site Work	
Equipment	
Indirects	
Other	
Total	\$ 2,000,000.00

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. BOARD BUSINESS:

- i. Motion to approve the recipient's Sub-Award Grant Agreement with MDEQ for ARPA award and authorize Mayor to sign same.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 330-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Waveland, UEI Number: QWTTJH9WQMV4 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. **SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. **PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Center City Utility Improvements” (the “Project”).

3. **PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. **SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. **TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,517,219.70**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,549,316.25**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,549,316.25**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$418,587.20**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$140,688.79**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Five Hundred Forty-Nine Thousand Three Hundred Sixteen Dollars and Twenty-Five Cents (\$1,549,316.25)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ 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 SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its 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, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, 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 MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. VENUE

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. NOTICES

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Jay Trapani
301 Coleman Avenue
Waveland, MS 39576
Phone: (228) 467-4134
E-mail: JTrapani@waveland-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF WAVELAND

Mayor Jay Trapani
Signature of Authorized Representative

Jay Trapani
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Center City Utility Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will provide for new water mains, water services to parcels, fire protection, and community sewer collection in the area identified as Center City Utility Improvements on the project location map.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about May 31, 2023, advertise each construction contract for bids;
- d. On or about July 15, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) 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 (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. **BOARD BUSINESS:**

- j. Motion to approve the Depository Docket of Claims, paid and unpaid, dated June 21, 2023, in the amount of \$.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

7. **BOARD BUSINESS:**

- k. Motion to approve the Operating Utilities Docket of Claims, paid and unpaid, dated June 21, 2023, in the amount of \$.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

BOARD BUSINESS

7.

- I. Motion to ratify application to the MS. State Department of Health DWSIRLF Request for Ranking for consideration of funding for a lead remediation grant. This also authorizes the Mayor's signature on any required documents.



Mississippi State Department of Health

DWSIRLF Request for Ranking and Consideration for Funding

Local Governments and Rural Water Systems Improvements Board

1. Federal Fiscal Year (FFY) Ranking/Funding Desired (check one)

FFY-2023 (10/01/222 – 09/30/23) FFY-2024 (10/01/23 – 09/30/24) FFY-2025 (10/01/24-09/30/25)

2. Entity (Water Assoc., District, Town, City, etc.) Requesting Ranking:
 PWS Name and ID:
 Contact Person: Phone:
 Entity Name: Fax:
 Address: E-mail:

3. Entity's Consulting Engineer:
 Contact Person: Phone:
 Firm Name: Fax:
 Address: E-mail:

4. Entity's Legal Counsel:
 Contact Person: Phone:
 Firm Name: Fax:
 Address: E-mail:

5. Population (Entire Service Area): 6. # of Connections / # of Population (Affected by Proposed Project) 7. # of Existing Wells (System-wide)

8. Zip Codes (List all served by the drinking water facilities):

9. Project Purpose/Need Categories

<input type="checkbox"/> a) Primary Drinking Water Stds. Compliance	<input type="checkbox"/> h) Fluoride Addition
<input type="checkbox"/> b) Back-up Well or Emergency Tie-in	<input type="checkbox"/> i) Secondary Drinking Water Stds. Compliance
<input type="checkbox"/> c) Pressure Deficiencies	<input type="checkbox"/> j) Consultation
<input type="checkbox"/> d) Source Water Protection	<input type="checkbox"/> k) Lead Service Line Replacement (BIL)
<input type="checkbox"/> e) Service to Existing Unserved Areas	<input type="checkbox"/> l) Emerging Contaminants (BIL)
<input type="checkbox"/> f) Additional Supply Needs	<input type="checkbox"/> m) Other (Explain):
<input type="checkbox"/> g) Rehab/Replacement of Existing Facilities	

10. Project Description:

11. Consolidation Eligibility:

a) Is there an existing regional water suppl infrastructure available in the area that meet the needs proposed by the project? Yes No

b) If a) is yes, has the system requesting DWSIRLF funding researched the possibility of using the regional infrastructure? Yes No N/A

c) If b) is yes, was it determined that using the regionals infrastructure is economically and technically feasible? Yes No N/A

Note: If the water requesting DWSIRLF funding is in a county with a utility authority, approval of the proposed project by the utility authority may be necessary.

DWSIRLF Request for Ranking and Consideration for Funding

Local Governments and Rural Water Systems Improvements Board

12. Estimated Project Cost Breakdown:

		Total Project Cost		Other Funding		(Other Source)		DWSORLF Loan
Construction Cost	\$		\$		\$		\$	
Construction Contingency (10%)	\$		\$		\$		\$	
Planning/Design Services	\$		\$		\$		\$	
Construction Phase Services	\$		\$		\$		\$	
Equipment, Supplies, and Testing	\$		\$		\$		\$	
Total Eligible Cost	\$		\$		\$		\$	

13. Project Scheduling Information:

Desired Date of Loan Award: _____

Desired Construction Start Date: _____

Estimated Construction Time: _____ (Calendar Days)

14. Assertions:

- a) This request for ranking and consideration for DWSIRLF funding has been authorized by and is hereby submitted to the Board on behalf of the entity specified in Item 2 above.
- b) It is understood that for the above-described project to be appropriately ranked and considered by the Board for funding in a given fiscal year (FY), a complete DWSIRLF facilities plan (including all intergovernmental review comments, a transcript of the public hearing comments, plan revisions pursuant to comments, and a summary of how each comment was addressed) must be submitted by the facilities plan deadline for that FY. **Projects for which that deadline is not met will be listed on the "future planning" portion of the Priority List for that FY.**
- c) It is understood that if the requesting entity has existing debt with Rural Utilities Service (RUS), formerly Farmers Home Administration, a copy of the DWSIRLP facilities plan should be submitted to the RUS with a request for their approval to incur this additional debt.
- d) It is understood that the requirements of the DWSIRLF Regulations must be met during all phases (planning, design, construction, etc.) of the project.

Signature

Title

Date

DWSIRLF Request for Ranking and Consideration for Funding

Ranking Form Guidelines

Ranking Form Guidelines

The following are instructions for completion of the request for ranking and consideration for funding form

1. Please indicate which Federal fiscal year funding is requested for each project.
2. PWS ID, system name, name of responsible official, address, phone number(s), and email address of person authorized by entity to request ranking.
3. Name, address, phone number(s), and email address of entity's registered engineer(s) on the project, if known.
4. Name, address, phone number(s), and email address of entity's legal counsel who will assist with land acquisition, if known.
5. Indicate the current population in the loan applicant's service area.
6. Indicate the number of connections and population which will benefit from this drinking water project for which ranking is requested.
7. Indicate the number of existing wells utilized by the system.
8. Identify all zip code areas that are served by the drinking water facility.
9. Indicate the purpose of the project by checking the appropriate box based on the project descriptions below:
 - a) Projects to facilitate compliance with Primary Drinking Water Standards. To qualify for this category projects must correct deficiencies resulting in non-compliance with the primary drinking water standards.
 - b) Projects to provide additional supply to systems that have neither a back-up well nor an emergency tie-in, that is MSDH approved, to another system to ensure safe drinking water, and thereby protecting the health of the existing population.
 - c) Projects to correct deficiencies that result in existing system failing to maintain minimum acceptable dynamic pressure (20 psi). (Documentation of these problems must be included in the facilities plan.)
 - d) Source Water Protection Projects- Projects to manage potential sources of contaminants/ pollutants and/or prevent contaminants/pollutants from reaching sources of drinking water as approved by the MDEQ Groundwater Planning Branch.
 - e) Projects to either expand existing system capacity or construct a new drinking water system to ensure safe drinking water (source, treatment and/or distribution) to serve existing residences/businesses in currently unserved areas.
 - f) Projects to provide additional supply to systems with insufficient back-up water supply sources to ensure safe drinking water, and thereby protect the health of the existing population. As a minimum, a system using ground water should be able to lose any one of the wells supplying the system and still maintain minimum acceptable dynamic pressure throughout the entire system.
 - g) Projects to rehabilitate, replace, protect, or upgrade deteriorated, worn, aged or obsolete equipment, facilities, etc., in order to assure continued, dependable operation of water systems where such systems are already meeting Primary Drinking Water Standards.

- h) Projects that either rehabilitate existing fluoride treatment facilities at well or treatment plant sites or add new facilities to existing well or treatment plants.
- i) Projects to provide treatment that brings systems into compliance with Secondary Drinking Water Standards.
- j) Projects to consolidate ownership and management of separate existing systems into a single system for purposes other than included in a) through h) above. Consolidation projects are for the purpose of promoting reliability, efficiency and economy of scale that can be achieved with larger water systems.
- k) Other - Projects that do not meet the criteria of any other listed category and have been determined loan eligible in accordance with the DWSIRLF loan program regulations.

Please Note: Projects that are primarily for future growth, development and/or fire protection are not eligible projects under this Program's federal regulations and cannot be funded.

10. Provide a brief description of the drinking water facilities project for which ranking is requested. If two or more priority categories were checked in project categories, please describe the scope of work for each priority category indicated.
11. Indicate with the water system has the ability to have its requested infrastructure needs through consolidation with a surrounding utility authority rather than pursue funding for the proposed project. The system may be required to provide a letter of approval for the proposed project in the event that a consolidation is not considered feasible.
12. Provide a brief cost breakdown of the proposed project. While there is no limit to funding amount, the Board may decide to set a funding limit to prevent a majority of funds being distributed to one entity. To aid in the determination of eligible cost, please use current DWSIRLF loan program regulations.
13. If known, please indicate the desired date of the loan award. The date selected should be between October 1st of the present year and September 30th of the following year. Additionally, please indicate the desired construction start date and the anticipated construction time required in calendar days.
14. This is a certification that the authorized official acknowledges that a completed facilities plan is required in order to be ranked within the priority system. This certification is also a reminder that DWSRF Regulations must be complied with from the planning through the construction process of projects.
15. After completion, mail to the attention of:
Jonathan Diaz
DWSIRLF Program Support Specialist
MSDH – Bureau of Public Water Supply
P.O. Box 1700
Jackson, MS 39215-1700
Email: Jonathan.Diaz@msdh.ms.gov

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

PLANNING & ZONING

Scott Shaw, owner of the property commonly known as 207 Music St. parcel #162A-0-03-137.000, has made an application for a conditional use to construct an accessory structure over 500 square feet. The proposed accessory structure will be 900 square feet and will meet all setback requirements. (Tabled from 6/6/23 Board of Mayor and Aldermen Meeting)

From the P&Z 6/12/23 Special Workshop: Mr. Shaw was not present for the meeting. Commissioner Whitney asked about the 3 parcels that Mr. Shaw owns on Music St. He stated that with all 3 parcels being adjacent to each other, the only stipulation he would suggest, would be to combine all 3 parcels in order to place the accessory structure on the property to the left rather than allow an accessory structure on a separate parcel. Commissioner Poindexter did not agree with the condition. Chairman Frater called for a motion. Commissioner Chad Whitney made a motion to approve the conditional use with the condition that the 3 parcels Mr. Shaw owns must be combined if able. Commissioner Poindexter did not want to second the motion with the conditions. Garret Garcia came forward with a comment that even if he combines, if he meets requirements to split the lot, he can go back to the tax assessor and have the lots split after-the-fact later. With this knowledge, Commissioner Whitney changed his motion to approve with the stipulation that the parcels would be required to be sold together if Mr. Shaw ever decided to sell either of the properties. Commissioner Poindexter seconded the motion with the condition.

After a unanimous vote of yes by all Commissioners present, Chairman Frater (**stated that the request meets all requirements set forth by the Zoning Ordinance section 906.3 and) declared the motion passed.

Item #4

Scott Shaw

207 Music St.

Conditional Use

Accessory Structure over 500 sq. ft.

Proposed structure will be 900 sq. ft.

No variances needed for setbacks



HOSPITALITY CITY

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

Application for Conditional Use

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

Name of Applicant: Scott Shaw Date of Application: 4-5-23
Phone#: _____ E-mail (optional): _____
Property Physical Address(s) or Parcel #(s): 207 Music St. Waveland MS. 39576
Mailing Address (if different): Same
Current Zoning District: _____ Flood Zone: X
Conditional Use Request: GARAGE

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

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

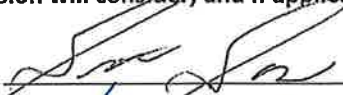
Applications for conditional use for uses authorized by this Ordinance shall be made to the Planning and Zoning Commission. A public hearing shall be held, after giving at least fifteen (15) days' notice of the hearing in an official paper specifying the time and place for said hearing. The application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

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

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

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

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

Applicant Signature: 

Date: 4-5-23

Zoning Official Sign-Off: Jeanne M. Willie

Date: 5/5/23

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

Jeanne ~~Conrad~~ *Willie*
Zoning Department
(228) 466-2549
jconrad@waveland-ms.gov

4/5/23, 2:17 PM

Letter of Intent

I Scott N. Shaw and my wife will like to build a 30x30x10
garage on parcel # 162A-0-03-137.00

For the intent of parking our vehicles and gardening equipment.

Scott Shaw Ph.

207 Music St.

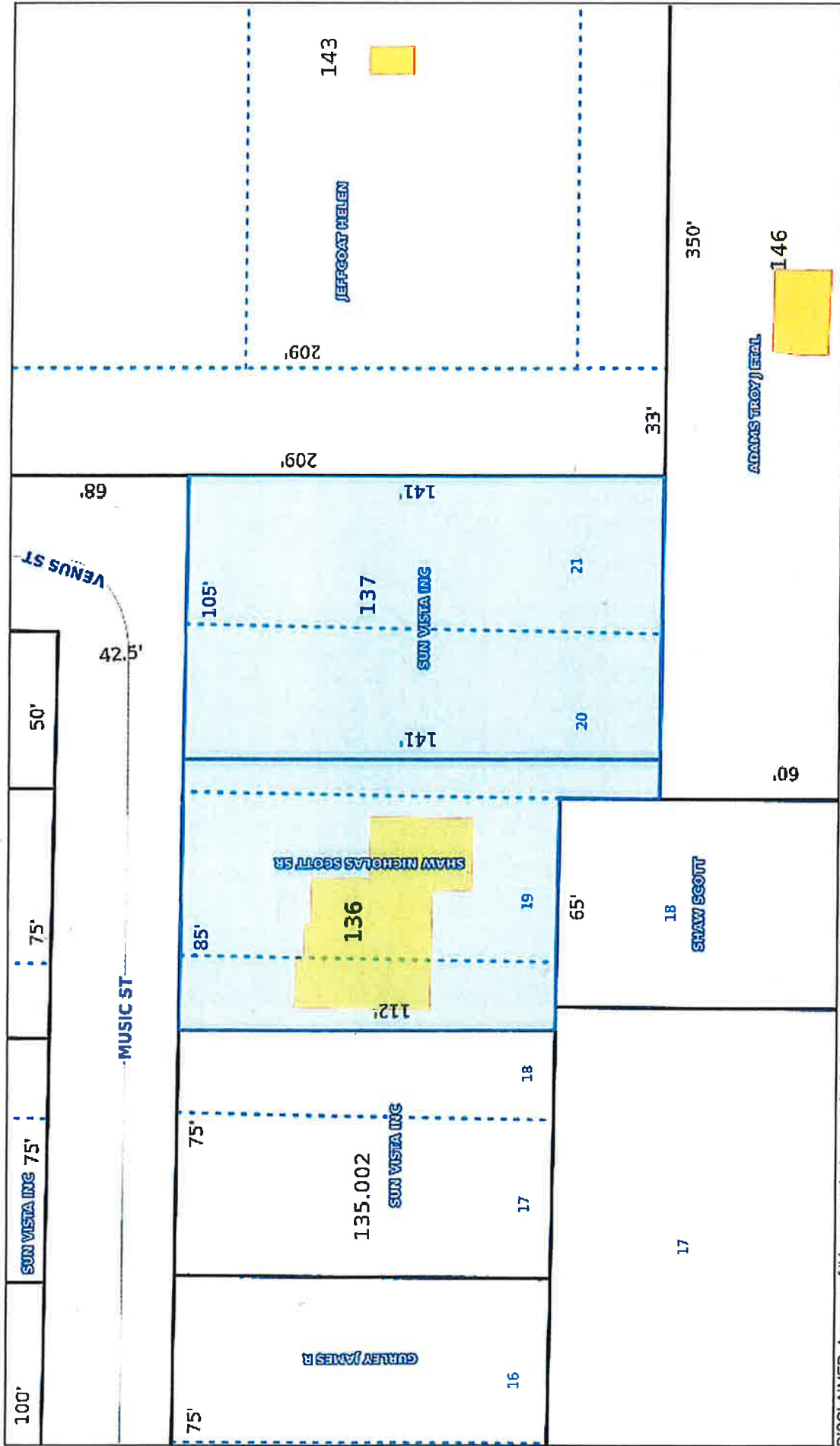
Site Plan



162A-0-03-137.000

Parcel Number: 162A-0-03-137.000
Owner Name: SHAW SCOTT ETAL
Owner Address: 207 MUSIC ST
Owner City, State ZIP: WAVELAND, MS 39576
Physical Address: 0
Improvement Type:
Year Built: 0
Base Area: 0
Adjusted Area: 0
Actual Total Value: 10290
Taxable Total Value: 0
Estimated Tax: 194.25
Homestead Exemption: No
Deed Book: 2022
Deed Page: 2969
Legal Description 1: PT 20-21 BLK 3 PINE VILLAGE
Legal Description 2:
Legal Description 3:
Legal Description 4:
Legal Description 5:
Legal Description 6:
Longitude: -89
Latitude: 30
Square Footage: 12952.56

Geoportal Map



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

Geoportal Map



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

-Tabled from 6/6/23 Mtg
- On 6/21/23 Mtg

1. **Scott Shaw, owner of the property commonly known as 207 Music St. parcel #162A-0-03-137.000**, has made an application for a conditional use to construct an accessory structure over 500 square feet. The proposed accessory structure will be 900 square feet and will meet all setback requirements.

P&Z

Alderman Gamble moved, seconded by Alderman Richardson to open for discussion the recommendation of Planning & Zoning.

During discussion the City Attorney verified that the Planning and Zoning Commission did approve this motion. Alderman Gamble stated that this was not written the way the proposal was made; there was a condition put in the recommendation of this approval. Alderman Gamble also stated that the recommendation given by the Planning and Zoning Commission may not be able to be done legally by this Board. What Planning and Zoning recommended was, because there are several parcels, and they wanted to put a condition on the deed that the structure that would be built on one parcel was separate than the parcel where the residence is. Alderman Gamble said she understands that from looking through the minutes that the condition on the approval would be that he could not sell the parcel separately if they were on separate parcels and she does not think the city can legally do that. The City Attorney made the comment that this Board can approve as applied, without approving their conditions, or you could reject it. Alderman Gamble clarified that the Board would be approving for an accessory structure to be built on a parcel that is separate; a different parcel from the residence. Alderman Lafontaine said, "But the way that it's written in the P&Z minutes, which is what we've always done in the past, is that we don't allow an accessory structure on a separate parcel." Ms. Willie (P&Z Clerk) came forward and said, "If it's adjacent to it, it's continual frontage of common ownership; the parcels are side by side." Alderman Lafontaine said that we've never allowed that in the past; he could name four people right now that had to combine parcels in order to build accessory structures. They had to combine them through the County to make them one parcel because, if not, you have an accessory structure on a separate parcel from your house. Mr. Chad Whitney, in the P&Z minutes, asked about the 3 parcels that Mr. Shaw owns on Music Street and stated that all 3 parcels being adjacent to each other, the only stipulation would be, as he suggests, to combine all 3 parcels in order to place the accessory structure. Alderman Gamble said, "But he didn't get a second (on his motion) and it died." She said they then changed the motion to put the condition on the owner to not be able to sell it as a separate parcel, which they can't do. Ms. Willie said that the owner would have to sell them together. Alderman Gamble said, "And they can't do that." City Attorney Artigues said that we can't put restrictions on a sale, but we can put restrictions on the approval. Alderman Clark said that it appears the precedent is set the he (the owner) has to combine those parcels if he wants to do construction. Ms. Willie said that the building department has not followed that because of verbiage in

the Zoning Ordinance that says, "Lots of continual frontage of common ownership." If he had come for a request to build something within the 500 sq. ft structure, he wouldn't have had to come to P&Z. He could have built an accessory structure right next door. Alderman Gamble said, "Not on a separate parcel. We had this problem on Fell Grass St. just recently and now they have the ability to sell just an accessory structure because the parcels aren't joined. If you let someone build an accessory structure on a parcel where there's no residence, they have every legal right to sell that parcel by itself." The mayor said that we'll need to move forward and the City Attorney will have to look into this matter.

Alderman Lafontaine revised his motion and moved, seconded by Alderman Richardson to **TABLE** this issue and give the City Attorney time to review this issue further.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - a. Minutes of the Board of Mayor and Aldermen regular meeting dated June 6, 2023.

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in Regular Session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, MS. on June 6, 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 Alderman Gamble, Richardson, Lafontaine, and Clark along with City Clerk Lisa Planchard and City Attorney Ronnie Artigues

MAYOR'S COMMENTS

- a. Alderman Gamble moved, seconded by Alderman Clark to amend and finalize the agenda with the addition of items b1, b2 and b3 under Board Business.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

- b. Award Employee of the Month for the month of June, 2023 to Ms. Janita Cole, Human Resources Manager.

- c. Jason Chiniche with Chiniche Engineering and Surveying to update the Board on proposed 2025 Tidelands Projects.

During his update, Mr. Chiniche said that Tidelands applications are due to DMR at the end of June. He mentioned that some of the improvements that are being talked about with the mayor are amenities at the end of Coleman Avenue, such as adding additional parking, playground equipment for children, and some pavilions. He said that we have some previous Tidelands applications for some pavilions and pagodas, but we could build on that and have an assembly area, maybe out in front of the lighthouse. He and the Mayor also talked about merging some of the older Tidelands applications and reallocating those. Currently we have one for pagodas/pavilions, one for hydration stations, one for derelict piers, pilings and their removal. Those can be taken, since they are quite old, and merge them into one project. This would look cleaner on the books showing one outstanding Tidelands application versus having multiple older ones. These are just some of the ideas that have been talked about. Mr. Chiniche mentioned that these are due at the end of June to DMR. He asked for any comments from the Board. Alderman Lafontaine mentioned he was in favor of merging the projects. Alderman Gamble was also in favor of this idea. Alderman Richardson said he liked the idea of more activities like the playground for children. Alderman Lafontaine asked Mr. Chiniche what were his ideas for the pavilions. Mr. Chiniche informed them they would be something small, storm code compliant with metal roofs, and they're still looking at different locations for these, including possibly Nicholson Avenue, and a couple other locations where we could spread those out. Jason also mentioned that by merging the other Tidelands Grants we can pool the money together to afford possibly larger, more complete structures. Alderman Gamble mentioned there are bike racks down the beach towards the Silver Slipper, which are esthetically pleasing and this would be nice to have for the bike riders along the beach. Mayor Trapani mentioned perhaps a shelter and bandstand area like what was recently done at the Depot in Bay St. Louis; he added that we could tie in showers and hydration stations to this idea.

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

Mayor Trapani and Mr. Chiniche are still open for Tidelands project ideas. Mr. Artigues said that if the Board wanted to put anything on the Beach side of the sidewalk along Beach Blvd, it would have to have the approval of the Hancock County Board of Supervisors. Alderman Lafontaine clarified with the mayor that his plan is for these to go between the water and the walking track. The mayor also mentioned that we need to speak with the County about additional parking bays with bike racks along the beach between Bay St. Louis and Waveland.

ALDERMEN'S COMMENTS

Alderman Gamble

- Alderman Gamble inquired about the status of the property on Lizana Lane. Building Official Josh Hayes informed Alderman Gamble that no inspection has been allowed for that yet. Alderman Gamble also asked about the status of the gas station located on Sears and Waveland Avenue, looking quite overgrown. Building Official Mr. Hayes said he has not checked on this, but let the board know he will be following up on this property. Alderman Gamble then inquired about the apartments on Waveland Avenue. Building Official Hayes told the board that the current contractor has backed out of the project and cancelled his permits due to disagreements with the owner. Alderman Gamble asked the City Attorney what steps can be taken with this to keep moving forward. Mr. Hayes said that this is pretty recent information. City Attorney, Ronnie Artigues and Mr. Hayes are to get together tomorrow to talk about this and then he will get back with the Board.
- Alderman Gamble informed the public about repairs to the rail road crossings. Tuesday CSX is doing Waveland Avenue, Wednesday will be Coleman Avenue, and Thursday will be Nicholson Avenue. She then thanked the mayor for staying on top of this to get it done.

Alderman Richardson

- Alderman Richardson asked Public Works Manager, Bo Humphrey about the relocation of a pole on Nicholson Avenue and if the quote for the light was still good. Mr. Humphrey informed Alderman Richardson that he was waiting on Aaron Wilkerson, who will have to get him another quote. Mayor Trapani informed the board that he has spoken with Mr. Wilkerson yesterday and let them know that he is putting some prices together so we can then issue a Purchase Order.
- Alderman Richardson inquired about the speeding situation on Herlihy St. He has been getting calls from concerned citizens and would like to see about relocating the lighted flashing speed limit sign to Herlihy St. to slow down the drivers.

Alderman Lafontaine

- Has already gotten with the mayor about his questions/concerns.

Alderman Clark

- Just has one issue for Mr. Hayes, but will get with him after the meeting.

PUBLIC COMMENTS

- a. Jason Chiniche with Chiniche Engineering & Surveying to update the Board on proposed 2025 Tidelands projects.

Aldermen Lafontaine moved, seconded by Alderman Gamble to move this discussion up to the Mayor's Comments section of the agenda.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

b. Mikah Tinkler

Mikah Tinkler introduced himself and mentioned he was running as a Republican Candidate for the Mississippi House Representative District 122. He told audience members about the issues he is passionate about. He also mentioned to the Board and Public that on July 13, 2023 from 6:30 to 8:30 p.m. at the American Legion on Waveland Avenue, he will be holding an open workshop for the Public to attend.

BOARD BUSINESS:

CITY HALL/MEETINGS/BOARD OF MAYOR & ALDERMEN MEETINGS

Re: Move the first regularly scheduled July Board Meeting from Tuesday, July 4, 2023 to Wednesday, July 5, 2023

- a. Alderman Lafontaine moved, seconded by Alderman Clark to move the first regularly scheduled July Board of Mayor and Aldermen meeting from Tuesday, July 4, 2023 to Wednesday, July 5, 2023.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

APPOINTMENTS/HANCOCK COUNTY PORT AND HARBOR COMMISSION

Re: Appointment of Ray L. Wesson to the Hancock County Port and Harbor Commission

- b. Alderman Gamble moved, seconded by Alderman Richardson to ratify Mayor Jay Trapani's appointment of Ray L. Wesson to the Hancock County Port and Harbor commission. This shall be effective July 1, 2023. **(EXHIBIT A)**

* Alderman Lafontaine is abstaining due to his employment with the Port and Harbor Commission *

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark

Abstain: Lafontaine

Voting Nay: None

Absent: None

AGREEMENTS/LOMBARDO INDUSTRIES, LLC/GRASS CUTTING SERVICES/CONTRACTS/

Re: First amendment to Agreement between the City of Waveland, MS. And Lombardo Industries, LLC

b-1. Alderman Clark moved, seconded by Alderman Lafontaine to ratify approval of **First Amendment to Agreement** between the City of Waveland, MS. and Lombardo Industries, LLC for grass cutting to be effective April 1, 2023. This shall amend the end date of the contract to December 31, 2023. **(EXHIBIT B)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

EMERGENCY REPAIRS/ABERCROMBIE UNDERGROUND SOLUTIONS/JOURDAN RIVER GAS LINE CROSSING PROJECT/PROJECTS/PUBLIC SERVICE COMMISSION/DMR/USACE/MDOT

Re: Approval of Emergency Repair by Abercrombie Underground Solutions for the Jourdan River Gas Line Crossing Project

b-2. Alderman Lafontaine moved, seconded by Alderman Richardson to approve emergency repair by Abercrombie Underground Solutions for the Jourdan River Gas Line Crossing Project at the lowest and best quote of \$63,985.96. The Public Service Commission has informed the City that due to the current condition of the gas line at the location, this repair must take place as soon as possible. All permits and approvals from the DMR/USACE and MDOT have been secured.

(EXHIBIT C)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

CONTRACTS/DELTA WATER/UTILITY DEPARTMENT

Re: Terminate Contract with Delta Water

b-3. Alderman Richardson moved, seconded by Alderman Gamble to terminate the contract with Delta Water and to direct the City Attorney to provide all notices required for termination consistent with the terms of the City's contract with Delta Water. The Mayor and City Attorney are hereby authorized to sign any and all documents necessary to effectuate the purpose of the contract termination.

During discussion Alderman Richardson asked Public Works Manger Bo Humphrey if there is someone currently hired to be handle chlorination. Mr. Humphrey informed Alderman Richardson that the city has Coast Chlorinator who handles this for the city. Alderman Lafontaine then asked the mayor if everything is complete and done that was asked of Delta Water. The mayor answered said he had a meeting last week with staff and felt they're (the staff) on top of it and have a plan which is in place and moving forward.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

DOCKET OF CLAIMS

Re: Depository Docket of Claims

- c. Alderman Lafontaine moved, seconded by Alderman Clark to approve the Depository Docket of Claims, paid and unpaid, dated June 6, 2023, in the amount of \$913,497.82.

During discussion, Alderman Lafontaine mentioned that the dockets seem to be getting bigger. The Mayor addressed this and informed the Board that this was due to having an extra week on this docket, containing an extra payroll, police vehicles, and also uniforms.

(EXHIBIT D)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

DOCKET OF CLAIMS

Re: Operating Utilities Docket of Claims

- d. Alderman Lafontaine moved, seconded by Alderman Gamble to approve the Operating Utilities Docket of Claims, paid and unpaid, dated June 6, 2023, in the amount of \$439,668.41.

(EXHIBIT E)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

**DNA UNDERGROUND, LLC/CENTRAL AVENUE BOX CULVERT REPAIRS
PROJECT/PROJECTS/BIDS/STREETS DEPARTMENT/UTILITY
DEPARTMENT**

**Re: Approve DNA Underground, LLC as the lowest and best quote for the Central
Avenue Box Culvert repairs project**

- e. Alderman Lafontaine moved, seconded by Alderman Richardson to approve DNA Underground, LLC as the lowest and best quote in the amount of \$21,625.00 for the Central Avenue Box Culvert repairs project.

(EXHIBIT F)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

CITY HALL/MML 2023 ANNUAL CONFERENCE/TRAVEL

Re: Mayor Jay Trapani to attend the MML 2023 Annual Conference

f. Alderman Clark moved, seconded by Alderman Gamble to approve Mayor Jay Trapani to attend the MML 2023 Annual Conference to be held at the MS. Coast Coliseum & Convention Center, June 26 & 27, 2023 in Biloxi, MS. Cost will be a registration fee of \$325 (early registration fee), and use of a city vehicle.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

**COURT DEPARTMENT/MS MUNICIPAL COURT CLERK'S ASSOCIATION
ANNUAL SUMMER CONFERENCE/TRAVEL**

**Re: Tanya Duenas, Deputy Court Clerk to attend the MS. Municipal Court Clerk's
Association Annual Summer Conference**

g. Motion to approve Tanya Duenas, Deputy Court Clerk to attend the MS. Municipal Court Clerk's Association Annual Summer Conference to be held at the MS. Coast Coliseum & Convention Center, June 26 & 27, 2023 in Biloxi, MS. Cost will be a registration fee of \$350. **(EXHIBIT G)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

**SETTLEMENTS/BERKLEY SOUTHEAST INSURANCE
AGENCY/INSURANCE/UTILTIY DEPARTMENT/INVENTORY**

**Re: Accept Settlement from Berkley Southeast Insurance Agency for a Total Loss
Claim on a 2015 Ford F150 in the Utilities Department and Remove from Inventory**

h. Alderman Lafontaine moved, seconded by Alderman Richardson to accept settlement in the amount of \$12,050.35 from Berkley Southeast Insurance Agency for a total loss claim on a 2015 Ford F150, Vin #1FTMF1C83FKD31269 Utility Dept. truck and remove same from inventory. **(EXHIBIT H)**

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

**BANK/MEMA FUNDS TRANSFER/DEPOSITORY ACCOUNT/SAVINGS
ACCOUNT/TRANSFER FUNDS-BANK**

Re: Transfer MEMA funds from the Depository Account into the ‘City of Waveland Savings’ Savings Account

i. Alderman Lafontaine moved, seconded by Alderman Richardson to transfer MEMA funds in the amount of \$331,190.48 from the Depository account (closeout of PW 228-debris) into the ‘City of Waveland Savings’ account.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

**BANK/THE PEOPLE’S BANK/CITY HALL/FINANCIAL
DEPARTMENT/ADMINISTRATION DEPARTMENT/HIDTA/ARPA/SAVINGS
ACCOUNT/DEPOSITORY ACCOUNT/RESTRICTED ACCOUNTS
Re: Set up the Following Three New Bank Accounts at The People’s Bank**

j. Alderman Richardson moved, seconded by Alderman Clark to set up the following new bank accounts at Peoples Bank with Mayor Jay Trapani, City Clerk Lisa Planchard, Alderman Shane Lafontaine and Comptroller Kim Boushie as signatories. Ms. Boushie needs to be a signatory, according to Peoples Bank management, to perform bank account transfers as needed for her job:

1. New checking account titled ‘City of Waveland HIDTA’ for restricted police funds.
2. New checking account titled ‘City of Waveland Restricted Events’ and approve to transfer restricted Easter event donations from Depository account to this new bank account.
3. New checking account titled ‘City of Waveland ARPA’ and approve to transfer ARPA funds into this bank account from the Depository and Investment accounts.

During discussion Comptroller, Kim Boushie informed the Board that this would be to separate the restricted accounts and funds from the General Fund making it easier for the auditors and others viewing these accounts.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

PLANNING & ZONING

(EXHIBIT I)

A. Alderman Lafontaine moved, seconded by Alderman Richardson to take under advisement the following related to amending Ordinance #349.

During discussion, Alderman Gamble stated that she would like to have a Board workshop to deal with some Planning & Zoning issues, some of these issues have been coming in piece meal, and if this Board has our meeting and make our decisions

and make some changes, it would eliminate a lot of that, and a lot of work for the building department and Planning & Zoning. Board members said they had no objection to this. The mayor said he would work on a date for this meeting in the future and will announce it to the public.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

Chairman Frater called for a motion to approve the adoption of recommended amendments to the City of Waveland Zoning Ord. #349. Commissioner Whitney made the motion, seconded by Commissioner Poindexter to approve the recommended changes as follows:

- **Section 401.4** Use will include new wording for temporary structures: “Temporary structures, including but not limited to shipping containers, storage containers, and the like, are prohibited as permanent residential dwelling but may be used as temporary storage during new construction of a permanent primary structure with a building permit.
- **Section 401.5** Approved Water Supply and Sewage Disposal for Building change the word “building” to permanent habitable dwelling. The new wording will be “It shall be unlawful to construct any permanent habitable dwelling or occupy any mobile home or manufactured home without water supply and sewer disposal...etc.”
- **Section 401.6:** reference the definition of a “nuisance” in the description. The new wording will be “No nuisance as defined in Section 302.7, shall be allowed as a permitted, conditional, or non-conforming use.”
- **Section 401.8** Residential Planned Development Projects: Subsection C.2 “Wherever there is an abrupt change in use (i.e. residential to commercial), it is required that a buffer area of open space, protective planting, or solid fence be placed between the land uses which will protect each use from the undesirable effects of each other.
- **Section 404.** Regulations for Auto Oriented Commercial Establishments: This type of business will only be allowed in the C-3 Highway Commercial District.
- **Section 701.8** Accessory Buildings (in R-1 Single Family Residential District): Increase the allowable sizes for accessory structures contingent upon the size of the lots.
The sizes would be as follows:
 - o 500 sq. ft. for all properties up to 8,500 sq. ft. in lot size,
 - o 750 sq. ft. for properties 8,501 sq. ft. to 12,500 sq. ft. lot size,
 - o 1,000 sq. ft. for properties 12,501 sq. ft. to 15,000 sq. ft.
 - o 15,001 sq. ft. properties will be allowed up to 1,500 sq. ft. accessory structure.
 - o Any request for accessory structure over 1,500 sq. ft. will be required to submit a Conditional Use request.
- **The implementation of a 3% sales tax on all Short-Term Rentals & Hotels/Motels within the City.**

1. Scott Shaw, owner of the property commonly known as 207 Music St. parcel #162A-0-03-137.000, has made an application for a conditional use to construct an accessory structure over 500 square feet. The proposed accessory structure will be 900 square feet and will meet all setback requirements.

Alderman Gamble moved, seconded by Alderman Richardson to open for discussion the recommendation of Planning & Zoning.

During discussion the City Attorney verified that the Planning and Zoning Commission did approve this motion. Alderman Gamble stated that this was not written the way the proposal was made; there was a condition put in the

recommendation of this approval. Alderman Gamble also stated that the recommendation given by the Planning and Zoning Commission may not be able to be done legally by this Board. What Planning and Zoning recommended was, because there are several parcels, and they wanted to put a condition on the deed that the structure that would be built on one parcel was separate than the parcel where the residence is. Alderman Gamble said she understands that from looking through the minutes that the condition on the approval would be that he could not sell the parcel separately if they were on separate parcels and she does not think the city can legally do that. The City Attorney made the comment that this Board can approve as applied, without approving their conditions, or you could reject it. Alderman Gamble clarified that the Board would be approving for an accessory structure to be built on a parcel that is separate; a different parcel from the residence. Alderman Lafontaine said, "But the way that it's written in the P&Z minutes, which is what we've always done in the past, is that we don't allow an accessory structure on a separate parcel." Ms. Willie (P&Z Clerk) came forward and said, "If it's adjacent to it, it's continual frontage of common ownership; the parcels are side by side." Alderman Lafontaine said that we've never allowed that in the past; he could name four people right now that had to combine parcels in order to build accessory structures. They had to combine them through the County to make them one parcel because, if not, you have an accessory structure on a separate parcel from your house. Mr. Chad Whitney, in the P&Z minutes, asked about the 3 parcels that Mr. Shaw owns on Music Street and stated that all 3 parcels being adjacent to each other, the only stipulation would be, as he suggests, to combine all 3 parcels in order to place the accessory structure. Alderman Gamble said, "But he didn't get a second (on his motion) and it died." She said they then changed the motion to put the condition on the owner to not be able to sell it as a separate parcel, which they can't do. Ms. Willie said that the owner would have to sell them together. Alderman Gamble said, "And they can't do that." City Attorney Artigues said that we can't put restrictions on a sale, but we can put restrictions on the approval. Alderman Clark said that it appears the precedent is set the he (the owner) has to combine those parcels if he wants to do construction. Ms. Willie said that the building department has not followed that because of verbiage in the Zoning Ordinance that says, "Lots of continual frontage of common ownership." If he had come for a request to build something within the 500 sq. ft structure, he wouldn't have had to come to P&Z. He could have built an accessory structure right next door. Alderman Gamble said, "Not on a separate parcel. We had this problem on Fell Grass St. just recently and now they have the ability to sell just an accessory structure because the parcels aren't joined. If you let someone build an accessory structure on a parcel where there's no residence, they have every legal right to sell that parcel by itself." The mayor said that we'll need to move forward and the City Attorney will have to look into this matter.

Alderman Lafontaine revised his motion and moved, seconded by Alderman Richardson to **TABLE** this issue and give the City Attorney time to review this issue further.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

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

2. **Chad Rhodes, owner of the property commonly known as 645 N. Beach Blvd, parcel #161B-2-01-127.000**, has made an application for a conditional use to construct an accessory structure over 500 square feet. The proposed accessory structure will be 901 square feet and will meet all setback requirements. Note: The Planning and Zoning Commission unanimously approved this issue.

Alderman Richardson moved, seconded by Alderman Clark to accept the recommendation of Planning & Zoning.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

3. **Joel Lee, owner of the property commonly known as 9881 Hwy 603, parcel #138G-0-46-147.000**, has made an application to rezone this property from R-1: Single Family Residential to C-3: Highway Commercial in order to continue the district use with his commercial property next door at 9919 Hwy 603. Note: The Planning and Zoning Commission approved this issue.

Alderman Lafontaine moved, seconded by Alderman Clark to accept the recommendation of Planning & Zoning.

Alderman Gamble confirmed that proper notice of all property owners within a 300 ft. radius, and advertisement was given for this public hearing. Ms. Jeanne Willie provided evidence of same. Ms. Willie said no one showed up at the meeting either for or against this issue.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

4. **Perry Nixon, Jr., owner of the property commonly known as 712 Villere St, parcel #162G-0-03-265.000**, has made an application for multiple variances in order to split the property into 3 new parcels. All 3 new parcels will need a frontage variance of 6.61 feet from the required 100 feet street frontage and 3,106 square feet variance from the required 12,000 square feet area. Note: The Planning and Zoning Commission approved this issue.

Alderman Richardson moved, seconded by Alderman Lafontaine to accept the recommendation of Planning & Zoning.

During discussion, Alderman Gamble said that our Ordinance on variances (1002.6) very clearly states, "Such variances may be granted in such cases of unnecessary hardship upon the finding of the Board of Mayor and Aldermen that all of the following conditions exist: (e) under that section says, 'The special circumstances are not the result of the actions of the applicant'. So according to our Ordinance we

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

should not even be considering giving variances for issues that an owner creates, as in subdividing.” Alderman Lafontaine asked what the depth of those lots were; he found the information and noted that it was 95.23 ft.

A vote was called for with the following results:

Voting Yea: Richardson, Clark, Lafontaine

Voting Nay: Gamble

Absent: None

CONSENT AGENDA

Alderman Clark moved, seconded by Alderman Gamble to approve the following Consent Agenda items as numbered Items (a-f):

MINUTES

Re: Minutes of the Board of Mayor and Aldermen Workshop dated January 17, 2023 and February 1, 2023 and Regular Meeting dated May 17, 2023

- a. Minutes of the Board of Mayor and Aldermen workshops dated January 17, 2023, February 1, 2023 and regular meeting dated May 17, 2023. **(EXHIBITS J, K and L)**

UTILITY DEPARTMENT/REFUND CHECKS/CUSTOMER REFUNDS

Re: Monthly Utility Customer Deposit refund checks

- b. Approve monthly Utility Customer Deposit refund checks totaling \$5,915.00 numbered #7202 through #7224 as submitted by Utility Office Manager Julie Bromwell. Note: \$3,433.54 is due to the City of Waveland and \$2,481.46 is due to customers. **(EXHIBIT M)**

PERSONNEL/HUMAN RESOURCES/UTILITY DEPARTMENT/BUILDING DEPARTMENT/PUBLIC WORKS DEPARTMENT

Re: Accept resignations of the following personnel:

- b. Accept resignations of the following personnel:

1. Zack Lafontaine effective 5/31/23
2. Reion Galloway effective 6/1/23
3. Hannah McCraney effective 6/15/23

PERSONNEL/HUMAN RESOURCES/UTILITY DEPARTMENT/STREETS DEPARTMENT/PUBLIC WORKS DEPARTMENT/BUILDING DEPARTMENT

Re: Hire the following for various positions

- c. Hire the following for various positions, as listed:

1. Jordan Wayne McKenzie as Meter Reader – as Utility Dept. employee (and other duties as needed) at a rate of \$14.00 per hour pending passage of drug and background tests. (Replace Reion Galloway position).
2. Joseph J. Bohnel as Water/Sewer Tech – Utility Dept. employee at a rate of \$15.00 per hour pending passage of drug and background tests. (Replace Kristopher Lee Howard who was hired, but never actually came to work; that motion to hire was subsequently rescinded).

3. Odell J. Dedeaux, III as Operator/Driver – Streets Dept. employee at a rate of \$14.45 per hour pending passage of drug and background tests.
4. Sabrina Barnes as Building Department Clerk at a rate of \$12.50 per hour pending passage of drug and background tests. (Replace Hannah McCraney position)

**POLICE DEPARTMENT/PURCHASES- UNMARKED VEHICLES/VEHICLES/
INVENTORY**

Re: The following two vehicles as unmarked vehicles for Police Administration

e. The following two vehicles as unmarked vehicles for Police Administration:

1. 2023 Dodge Durango, VIN #1c4rdjfg8pc577468
2. 2023 Dodge Durango, VIN #1c4rdjfg6pc592440

**CITY HALL/LEASE AGREEMENTS/AGREEMENTS/CONTRACTS/SUGAR POP
BAKERY/CIVIC CENTER/GROUND ZERO MUSEUM**

Re: New Lease Agreement with Sugar Pop Bakery

- f. Approve Mayor Jay Trapani to sign the new Lease Agreement with Sugar Pop Bakery at the Waveland Museum, 335 Coleman Avenue, Waveland, MS.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

END CONSENT AGENDA

EXECUTIVE SESSION

Re: Consider entering a closed session

Aldermen Lafontaine moved, seconded by Aldermen Clark to consider entering a closed session to discuss personnel issues, Payroll/HR Department.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

Re: Enter an Executive Session

Alderman Gamble moved, seconded by Alderman Richardson to enter an executive session to discuss personnel issues, Payroll/HR Department.

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

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

Re: Exit Executive session with no action taken

Alderman Gamble moved, seconded by Alderman Lafontaine to exit executive session with no action taken.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

ADJOURN

Re: Adjourn the meeting at 7:41 p.m.

Alderman Clark moved, seconded by Alderman Lafontaine to adjourn the meeting at 7:41 p.m.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Clark, Lafontaine

Voting Nay: None

Absent: None

Lisa Planchard, City Clerk

Jay Trapani, Mayor

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):

- b. Spread on the Minutes a Resolution from MML Appointing Mississippi Municipal League 2023 Voting Delegates for the City of Waveland:

Voting Delegate: Jay Trapani, Mayor

First Alternate: Rhonda Gamble, Alderman Ward 1

RESOLUTION

8b.

RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2023 VOTING DELEGATES
FOR THE CITY/TOWN OF Waveland

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Northern District; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE (Governing Authority Board) OF THE CITY/TOWN OF Waveland

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2023 Mississippi Municipal League election to be held at the annual convention on June 27th are as follows:

Voting Delegate: (Name and title) Jay Trapani, Mayor
First Alternate: (Name and title) Rhonda Gamble, Aldermen - Ward 1

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by _____, seconded by _____, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the (day, month, and year).

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the (day, month and year).

ATTEST: APPROVED:

CITY CLERK

MAYOR

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - c. Spread on the minutes Bo Humphrey participating in webinar with Certified Solutions Training for supervisors' training for DOT employees suspected of drug use.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - d. Privilege License report for the month of May, 2023

CITY OF WAVELAND
PRIV LICENSE RECEIPTS

DATE: 05/01/2023 - 05/31/2023 PAGE: 1

8d.

LICENSE	ACCT	BUSINESS	REC NO	DATE	AMOUNT	CHK NO
1328	611	BAYOU SNOWBALLS WAVELAND LLC	1328	05/10/2023	104.15	1061
1332	614	BAYOU TREATS LLC	1332	05/18/2023	93.74	1007
1330	196	DIRT TO DIAMONDS	1330	05/15/2023	23.60	8186
1329	612	EL RINCON TIENDA LATINA	1329	05/10/2023	18.75	102
1333	615	FANTASY GAMES LLC	1333	05/19/2023	20.61	1
1331	613	PLANTS AND THINGS	1331	05/17/2023	18.75	6674
	6	TOTAL >>>			279.60	
TOTAL CHECKS		258.99				
TOTAL CC		20.61				
TOTAL		279.60				

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - e. Building Department report for the month of May, 2023

This Report was printed on Friday, June 02, 2023

CITY OF WAVELAND

Transaction	Proj#	Responsible Party	Trans Date	Per Typ	Permit Location	Trn Typ	Fees Due	Fees Paid	Payment Method	Code	
2000027-007	00	AVW MURPHY ELECTRIC, INC	05/01/23	RE	823 N BEACH BLVD	DUE	50.00	.00		PE	
2000027-008	00	AVW MURPHY ELECTRIC, INC	05/01/23	RE	823 N BEACH BLVD	PAY	.00	50.00	CHARGE	PE	
2200471-003	17	BB WINKELHAKE, MARK & L	05/01/23	FC	314 HOFFMAN LN	DUE	50.00	.00		PE	
2200471-004	17	BB WINKELHAKE, MARK & L	05/01/23	FC	314 HOFFMAN LN	PAY	.00	50.00	CHARGE	PE	

4 entries for this Transaction date							05-01-23	100.00	100.00		
2300237-001	00	YV BAY-LAND SERVICES, L	05/02/23	FC	108 LAFITTE DR	DUE	109.00	.00			
2300237-002	00	YV BAY-LAND SERVICES, L	05/02/23	FC	108 LAFITTE DR	PAY	.00	109.00	CHARGE		
2300238-001	00	EKS OWNER	05/02/23	BL	124 LAFITTE DR	DUE	102.00	.00			
2300238-002	00	EKS OWNER	05/02/23	BL	124 LAFITTE DR	PAY	.00	102.00	CK 1125		
2300239-001	23	Z MORAN, ANDREW	05/02/23	NC	204 VENUS ST	DUE	1,218.00	.00			
2300239-002	23	Z MORAN, ANDREW	05/02/23	NC	204 VENUS ST	PAY	.00	1,218.00	CK# 2559		
2300240-001	21	C OWNER	05/02/23	BL	1508 BRELAND ST	DUE	69.00	.00			
2300240-002	21	C OWNER	05/02/23	BL	1508 BRELAND ST	PAY	.00	69.00	CHARGE		
2300241-001	23	D AIR-CARE, INC.	05/02/23	ME	308 GORDON ST	DUE	57.00	.00			
2300241-002	23	D AIR-CARE, INC.	05/02/23	ME	308 GORDON ST	PAY	.00	57.00	CK# 9749		

10 entries for this Transaction date							05-02-23	1,555.00	1,555.00		
2300243-001	23	AA VIGE, SHELLY	05/03/23	SD	165 VACATION LN	DUE	50.00	.00			
2300243-002	23	AA VIGE, SHELLY	05/03/23	SD	165 VACATION LN	PAY	.00	50.00	CK# 1218		
2300244-001	00	CSV PERSCHALL DON M	05/03/23	BL	415 SURF ST	DUE	404.00	.00			
2300244-002	00	CSV PERSCHALL DON M	05/03/23	BL	415 SURF ST	PAY	.00	404.00	CK# 259		

4 entries for this Transaction date							05-03-23	454.00	454.00		
2300236-001	00	ADI PITTSBURGE TANK & TO	05/04/23	BL	355 GULF SIDE	DUE	322.00	.00			
2300236-002	00	ADI PITTSBURGE TANK & TO	05/04/23	BL	355 GULF SIDE	PAY	.00	322.00	CHARGE		
2300245-001	22	AH FAVRE ELECTRIC	05/04/23	RE	921 LONGO ST	DUE	115.00	.00			
2300245-002	22	AH FAVRE ELECTRIC	05/04/23	RE	921 LONGO ST	PAY	.00	115.00	CK# 1002		
2300246-001	18	CD OWNER	05/04/23	BL	423 WAVELAND AVE	DUE	71.00	.00			
2300246-002	18	CD OWNER	05/04/23	BL	423 WAVELAND AVE	PAY	.00	71.00	CK 1075		
2300247-001	00	CNV M&M ELECTRICAL	05/04/23	RE	901 SHIPP ST	DUE	25.00	.00			
2300247-002	00	CNV M&M ELECTRICAL	05/04/23	RE	901 SHIPP ST	PAY	.00	25.00	CHARGE		

8 entries for this Transaction date							05-04-23	533.00	533.00		
2300242-001	22	AF BAY-LAND SERVICES, L	05/05/23	PL	309 WAVELAND AVE	DUE	135.00	.00			
2300242-002	22	AF BAY-LAND SERVICES, L	05/05/23	PL	309 WAVELAND AVE	PAY	.00	135.00	CK# 3582		
2300248-001	00	XS BAY-LAND SERVICES, L	05/05/23	PL	426 SEARS AVE	DUE	135.00	.00			
2300248-002	00	XS BAY-LAND SERVICES, L	05/05/23	PL	426 SEARS AVE	PAY	.00	135.00	CK# 3582		
2300250-001	23	AE SOUTHEAST TOWERS COR	05/05/23	CE	315 GULFSIDE ST.	DUE	1,050.00	.00			
2300250-002	23	AE SOUTHEAST TOWERS COR	05/05/23	CE	315 GULFSIDE ST.	PAY	.00	1,050.00	CHARGE		
2300250-003	23	AE SOUTHEAST TOWERS COR	05/05/23	CE	315 GULFSIDE ST.	PAY	.00	.00			

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CITY OF WAVELAND

Transaction	Proj#	Responsible Party	Trans Date	Per Typ	Permit Location	Trn Typ	Fees Due	Fees Paid	Payment Method	Code
2300251-001	00	A	05/05/23	AS	101 DUMMY LN	DUE	.00	.00		
8 entries for this Transaction date							05-05-23	1,320.00	1,320.00	
2300254-001	00	AQM SAMUEL B. DAY CONSTR	05/09/23	PL	115 HONEY'S LN	DUE	55.00	.00		
2300254-002	00	AQM SAMUEL B. DAY CONSTR	05/09/23	PL	115 HONEY'S LN	PAY	.00	55.00	CHARGE	
2 entries for this Transaction date							05-09-23	55.00	55.00	
2300025-001	00	ABC O'SULLIVAN JOSEPH	05/10/23	NC	133 FAVRE ST	DUE	2,702.00	.00		
2300025-002	00	ABC O'SULLIVAN JOSEPH	05/10/23	NC	133 FAVRE ST	PAY	.00	2,702.00	CK# 1482	
2300253-001	00	AIA SAMUEL B. DAY CONSTR	05/10/23	DM	454 HWY 90	DUE	100.00	.00		
2300253-002	00	AIA SAMUEL B. DAY CONSTR	05/10/23	DM	454 HWY 90	PAY	.00	100.00	CK 3955	
2300256-001	22	M BACKYARD LIVING	05/10/23	PO	204 ST JOSEPH ST	DUE	150.00	.00		
2300256-002	22	M BACKYARD LIVING	05/10/23	PO	204 ST JOSEPH ST	PAY	.00	150.00	CK#30908	
6 entries for this Transaction date							05-10-23	2,952.00	2,952.00	
2300258-001	00	AQM STAY COOL HEATING &	05/11/23	ME	115 HONEY'S LN	DUE	57.00	.00		
2300258-002	00	AQM STAY COOL HEATING &	05/11/23	ME	115 HONEY'S LN	PAY	.00	57.00	CHARGE	
2300259-001	23	AG KIM BUCKNER - MANAGE	05/11/23	CC	2057 WAVELAND AV #111	DUE	100.00	.00		
2300259-002	23	AG KIM BUCKNER - MANAGE	05/11/23	CC	2057 WAVELAND AV #111	PAY	.00	100.00	CHARGE	
2300260-001	23	AH KIM BUCKNER - MANAGE	05/11/23	CC	2057 WAVELAND AV #115	DUE	100.00	.00		
2300260-002	23	AH KIM BUCKNER - MANAGE	05/11/23	CC	2057 WAVELAND AV #115	PAY	.00	100.00	CHARGE	
2300261-001	23	AI KIM BUCKNER - MANAGE	05/11/23	CC	2057 WAVELAND AV #148	DUE	100.00	.00		
2300261-002	23	AI KIM BUCKNER - MANAGE	05/11/23	CC	2057 WAVELAND AV #148	PAY	.00	100.00	CHARGE	
8 entries for this Transaction date							05-11-23	357.00	357.00	
2300262-001	23	Z DUPREY ELECTRIC LLC	05/12/23	RE	204 VENUS ST	DUE	115.00	.00		
2300262-002	23	Z DUPREY ELECTRIC LLC	05/12/23	RE	204 VENUS ST	PAY	.00	115.00	CK 14870	
2300263-001	00	ESG ADAMS AIR & ELECTRIC	05/12/23	ME	4184 ARTIC ST - ANNEX	DUE	45.00	.00		
2300263-002	00	ESG ADAMS AIR & ELECTRIC	05/12/23	ME	4184 ARTIC ST - ANNEX	PAY	.00	45.00	CK 5836	
2300265-001	18	BW OWNER	05/12/23	BL	121 MOLLERE DR	DUE	157.00	.00		
2300265-002	18	BW OWNER	05/12/23	BL	121 MOLLERE DR	PAY	.00	157.00	CHARGE	
2300266-001	00	BIS OWNER	05/12/23	BL	307 HUNTER HOLLOW	DUE	157.00	.00		
2300266-002	00	BIS OWNER	05/12/23	BL	307 HUNTER HOLLOW	PAY	.00	157.00	CK 552	
2300267-001	00	CXR OWNER	05/12/23	CO	1431 MARGIE	DUE	50.00	.00		
2300267-002	00	CXR OWNER	05/12/23	CO	1431 MARGIE	PAY	.00	50.00	CHARGE	
10 entries for this Transaction date							05-12-23	524.00	524.00	
2100503-003	00	DFZ BELL ELECTRIC, LLC	05/15/23	RE	624 DICKS ST	DUE	50.00	.00		PE
2100503-004	00	DFZ BELL ELECTRIC, LLC	05/15/23	RE	624 DICKS ST	PAY	.00	50.00	CHARGE	PE
2300264-001	00	CUA OWNER	05/15/23	BL	830 SPRUCE ST	DUE	119.00	.00		

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CITY OF WAVELAND

Transaction	Proj#	Responsible Party	Trans Date	Per Typ	Permit Location	Trn Typ	Fees Due	Fees Paid	Payment Method	Code
2300264-002	00	CUA OWNER	05/15/23	BL	830 SPRUCE ST	PAY	.00	119.00	CK 7645	
2300268-001	00	AWQ SYSTEM SOLUTIONS, LL	05/15/23	PL	410 HWY 90	DUE	35.00	.00		
2300268-002	00	AWQ SYSTEM SOLUTIONS, LL	05/15/23	PL	410 HWY 90	PAY	.00	35.00	CHARGE	
2300269-001	21	BA OWNER	05/15/23	BL	225 MACKEREL ST	DUE	39.00	.00		
2300269-002	21	BA OWNER	05/15/23	BL	225 MACKEREL ST	PAY	.00	39.00	CHARGE	

8 entries for this Transaction date			05-15-23				243.00	243.00		
2100496-003	00	DFZ OWNER	05/16/23	BL	624 DICKS ST	DUE	50.00	.00		PR
2100496-004	00	DFZ OWNER	05/16/23	BL	624 DICKS ST	PAY	.00	50.00	CK# 2223	PR
2300270-001	00	CRZ LIVEWIRE ELECTRICAL	05/16/23	RE	805 HERLIHY ST	DUE	100.00	.00		
2300270-002	00	CRZ LIVEWIRE ELECTRICAL	05/16/23	RE	805 HERLIHY ST	PAY	.00	100.00	CHARGE	
2300271-001	23	D BAY-LAND SERVICES, L	05/16/23	PL	308 GORDON ST	DUE	105.00	.00		
2300271-002	23	D BAY-LAND SERVICES, L	05/16/23	PL	308 GORDON ST	PAY	.00	105.00	CK 3635	

6 entries for this Transaction date			05-16-23				255.00	255.00		
2200280-004	22	AH MAUFFRAY, PRESTON	05/17/23	NC	921 LONGO ST	DUE	50.00	.00		PE
2200280-005	22	AH MAUFFRAY, PRESTON	05/17/23	NC	921 LONGO ST	PAY	.00	50.00	CK# 1809	PE

2 entries for this Transaction date			05-17-23				50.00	50.00		
1900400-003	00	DHQ ZIVIC, MILJANA	05/18/23	BL	703 BARLOW ST	DUE	50.00	.00		PE
1900400-004	00	DHQ ZIVIC, MILJANA	05/18/23	BL	703 BARLOW ST	PAY	.00	50.00	CHARGE	PE
2000155-003	00	DHQ ZIVIC, MILJANA	05/18/23	PL	703 BARLOW ST	DUE	50.00	.00		PE
2000155-004	00	DHQ ZIVIC, MILJANA	05/18/23	PL	703 BARLOW ST	PAY	.00	50.00	CHARGE	PE
2300272-001	00	AR INTERGRITY ROOFING	05/18/23	BL	2326 KILN-WAVELAND CU	DUE	119.00	.00		
2300272-002	00	AR INTERGRITY ROOFING	05/18/23	BL	2326 KILN-WAVELAND CU	PAY	.00	119.00	CHARGE	

6 entries for this Transaction date			05-18-23				219.00	219.00		
2300273-001	00	BXS WYATT, PHILLIP	05/19/23	BL	620 JEFF DAVIS	DUE	432.00	.00		
2300273-002	00	BXS WYATT, PHILLIP	05/19/23	BL	620 JEFF DAVIS	PAY	.00	432.00	CK# 2530	
2300274-001	00	BFH FAMIGLIO, RICHARD	05/19/23	FC	313 ROBERT ST	DUE	102.00	.00		
2300274-002	00	BFH FAMIGLIO, RICHARD	05/19/23	FC	313 ROBERT ST	PAY	.00	102.00	CK# 110	

4 entries for this Transaction date			05-19-23				534.00	534.00		
2300275-001	23	AK BRADFORD, JORDAN	05/22/23	BL	614 FAITH ST	DUE	1,027.00	.00		
2300275-002	23	AK BRADFORD, JORDAN	05/22/23	BL	614 FAITH ST	PAY	.00	1,027.00	CK# 5106	
2300276-001	00	CSV M&M ELECTRICAL	05/22/23	RE	415 SURF ST	DUE	115.00	.00		
2300276-002	00	CSV M&M ELECTRICAL	05/22/23	RE	415 SURF ST	PAY	.00	115.00	CHARGE	

4 entries for this Transaction date			05-22-23				1,142.00	1,142.00		

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CITY OF WAVELAND

Transaction	Proj#	Responsible Party	Trans Date	Per Typ	Permit Location	Trn Typ	Fees Due	Fees Paid	Payment Method	Code	
2300277-001	22	AL BUCK RAMOND HEATING	05/24/23	ME	913 VICTORIA ST	DUE	63.00	.00			
2300277-002	22	AL BUCK RAMOND HEATING	05/24/23	ME	913 VICTORIA ST	PAY	.00	63.00	CHARGE		
2300279-001	00	BBG OWNER	05/24/23	BL	321 COLEMAN AVE	DUE	140.00	.00			
2300279-002	00	BBG OWNER	05/24/23	BL	321 COLEMAN AVE	PAY	.00	140.00	CK 1155		

4 entries for this Transaction date							05-24-23	203.00	203.00		
2300281-001	23	L BILLIOT PLUMBING SER	05/26/23	PL	213 COLEMAN AVE	DUE	96.00	.00			
2300281-002	23	L BILLIOT PLUMBING SER	05/26/23	PL	213 COLEMAN AVE	PAY	.00	96.00	CK# 7971		
2300282-001	23	M BILLIOT PLUMBING SER	05/26/23	PL	215 COLEMAN AVE	DUE	96.00	.00			
2300282-002	23	M BILLIOT PLUMBING SER	05/26/23	PL	215 COLEMAN AVE	PAY	.00	96.00	CK# 7971		
2300283-001	00	DHQ ZIVIC, MILJANA	05/26/23	RE	703 BARLOW ST	DUE	25.00	.00			
2300283-002	00	DHQ ZIVIC, MILJANA	05/26/23	RE	703 BARLOW ST	PAY	.00	25.00	CHARGE		

6 entries for this Transaction date							05-26-23	217.00	217.00		
1800516-005	00	DGT CHARLES KIHNEMAN	05/30/23	BL	4327 CASPIAN ST - ANN	DUE	50.00	.00		PE	
1800516-006	00	DGT CHARLES KIHNEMAN	05/30/23	BL	4327 CASPIAN ST - ANN	PAY	.00	50.00	CHARGE	PE	
1800517-005	00	DGT CHARLES KIHNEMAN	05/30/23	RE	4327 CASPIAN ST - ANN	DUE	50.00	.00		PE	
1800517-006	00	DGT CHARLES KIHNEMAN	05/30/23	RE	4327 CASPIAN ST - ANN	PAY	.00	50.00	CHARGE	PE	

4 entries for this Transaction date							05-30-23	100.00	100.00		
2300284-001	00	XS MAYO'S HEATING & AIR	05/31/23	ME	426 SEARS AVE	DUE	57.00	.00			
2300284-002	00	XS MAYO'S HEATING & AIR	05/31/23	ME	426 SEARS AVE	PAY	.00	57.00	CHARGE		
2300285-001	20	K MCCLOSKEY, DON & KIM	05/31/23	AS	315 HILLCREST ST	DUE	69.00	.00			
2300285-002	20	K MCCLOSKEY, DON & KIM	05/31/23	AS	315 HILLCREST ST	PAY	.00	69.00	CK# 5864		
2300286-001	00	DSF LOUIS KONG ARCHITECT	05/31/23	BL	529 HWY 90	DUE	1,937.00	.00			
2300286-002	00	DSF LOUIS KONG ARCHITECT	05/31/23	BL	529 HWY 90	PAY	.00	1,937.00	CHARGE		

6 entries for this Transaction date							05-31-23	2,063.00	2,063.00		
110 Total Entries by Transaction date								12,876.00	12,876.00		
Total Checks: 7,842.00			Total Cash: .00			Total Charges: 5,034.00					

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):

- f. Community Service report for the month of May, 2023

City of Waveland			
Community Service Board Report			
<u>ID Number</u>	<u>Date</u>	<u>Assigned Hours</u>	<u>Hours Worked</u>
220230191	5/4/2023	50.5	45
120230657	5/4/2023	68.5	40
220230108	5/4/2023	30.5	0
120230675	5/4/2023	66	66
220230046	5/4/2023	40.5	24
120230613	5/4/2023	25.5	0
220230172	5/11/2023	43	43
220230131	5/11/2023	61.75	24
120230501	5/11/2023	68.5	0
120230548	5/11/2023	71	16

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - g. Ground Zero Museum report for the month of May, 2023



VISITOR REPORT

THIS MONTH, MAY. 2023 OUR VISITORS WERE FROM:

Visitors that were from Waveland	16
Visitors that were from Hancock County	34
Visitors that were from somewhere else in Mississippi	71
Visitors that were from another state in the U.S. South	76
Visitors that were from a state outside the U.S. South	178
Visitors that were from another country	10

Total Visitor Count (this month): **385**

Total Annual Visitor Count (to date): 2326

LAGNIAPPE:

- New Zealand 5
- Mexico 4
- Canada 1

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - h. Court Department report for the month of May, 2023

June 1, 2023

MAY 2023

AMS

MAY 2023: \$2,423.43

NCOURT

Total Paid: \$22,839.98

Adjustments: \$20.73 (over payments)

Fines: \$22,819.25

PAID TO/COLLECTED BY COURT

\$8,410.52

Paid through ASAP: \$270.00

TOTAL:\$33,923.20

RETAINED BY CITY: \$ 19,133.11

BREAKDOWN BY GENERAL LEDGER ACCOUNT

Paid to: Interlock Device Fund \$0.00

Paid to: Municipal Court Collections \$97.50

Paid to: State Treasury \$15,104.09

Paid to: State Dept. Public Safety \$1,080.00

Paid to: City of Waveland – Hancock Co. Law Library \$183.00

Paid to: State Treasury – Crimestoppers \$230.00

Paid to: City of Waveland – Fine/Court Notice \$12,051.11

Paid to: City of Waveland – Admin. Fee \$7,082.00

Paid to: Restitution \$75.00

Paid to: Cash Bonds \$1,350.00 - JAIL (APRIL)

 Cash Bonds \$1,350.00 – directly to Waveland (MAY)

Paid to: Cash Bond Refunds \$1,170.50

Paid to: Miscellaneous \$0.00

CITY OF WAVELAND MUNICIPAL COURT
 MONTHLY SETTLEMENT RECAP FOR: 5/ 1/2023 THRU 5/31/2023

CODE	AMOUNT	GL-ACCT	Description
UMI	2629.50	001000138	UNINSURED MOTORIST
TVA	8934.34	001000138	TVA
CC	57.00	001000138	COURT CONSITUENTS
LL	183.00	001000140	LAW LIBRARY
ADMIN	7082.00	001000332	ADMINISTRATIVE FEE
WIRELESS	1080.00	001000139	WIRELESS COMMUNICATION
CRIMESTOP	230.00	001000139	CRIMESTOPPERS
FINE	11526.11	001000330	FINE
TT10	310.00	001000138	TRAUMA TRAFF 10.00
BOND	-3200.00	001000330	CASH BOND
TT	170.00	001000138	TRAUMA TRAFFIC
OM	1732.25	001000138	OTHER MISD
VPF	130.75	001000138	VICTIMS BOND FEE
ABF	276.25	001000138	APPEARANCE BOND FEE
OM2	97.50	001000138	OTHER MISD TO CLERKS
REFUND	1170.50	001000330	BOND REFUND
NOTICE	525.00	001000330	COURT NOTICE
MVL	784.00	001000138	MVL-INSURANCE FINE
IC	50.00	001000138	IMPLIED CONSENT
ALIT	50.00	001000138	ADDL LITTER
TT30	30.00	001000138	TRAUMA TRAFFIC \$30
REST	75.00	001000358	RESTITUTION
TOTAL	33923.20		

BREAKDOWN BY GL-ACCT	AMOUNT	PAY TO
001000138	50.00	
001000138	97.50	MUNICIPAL CRT COLLECTIONS
001000138	15104.09	STATE TREASURER
001000139	1080.00	STATE DEPT. OF PUBLIC SAF
001000139	230.00	STATE TREASURER
001000140	183.00	CITY OF WAVELAND
001000330	-3200.00	BONDS
001000330	1170.50	BOND REFUND
001000330	12051.11	CITY OF WAVELAND
001000332	7082.00	CITY OF WAVELAND
001000358	75.00	RESTITUTION
TOTAL	33923.20	

BOND REFUNDS	DEFENDANT	AMT
220220890	KOHLMAN ALECIA CHRIS 204 OLD SPANISH TRAI WAVELAND MS 39576	\$150.00
220190969	ROBERTS SHAWANDY KRY 43242 DILLON LN. <i>At Williams Bail</i> HAMMOND, LA <i>Bond Co.</i>	\$500.00
120151453	OLIVER RYAN MATTHEW 10084 OLIVER ST BAY ST LOUIS, MS 395	\$150.00
220230190	DELORETTE LEON JOSEP 865 CHINICHE ST. BAY ST LOUIS, MS 395	\$150.00
120220929	HARDY JEKIA NASHA 155 KENDRICK LN. PICAYUNE, MS 39466	\$70.50
220210624	BERTHOLD DEIDRA NICO 17197 CAMELLIA ST. KILN, MS 39556	\$150.00

RESTITUTION CASE	DEFENDANT	AMT
220220608	COOPER NICKOLAS AARO	\$75.00

Case Count Listing

Offense Date 5/ 1/2023 thru 5/31/2023

Case Number Added CHARGE Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	TRAFFIC	5	CARELESS DRIVING
	TRAFFIC	1	CONTEMPT OF COURT-FTA
	TRAFFIC	1	CONTEMPT OF COURT-FTP
	TRAFFIC	1	CHILD RESTRAINT
	TRAFFIC	7	DRIVING WHILE LICENSE SUS
	TRAFFIC	4	DISREGARD FOR TRAFFIC DE
	TRAFFIC	1	DUI OTHER
	TRAFFIC	2	DUI 1ST
	TRAFFIC	7	EXPIRED TAG
	TRAFFIC	1	FOLLOW TO CLOSE
	TRAFFIC	2	FAILURE TO MOVE OVER FOR
	TRAFFIC	1	FAIL TO STOP ON COMMAND O
	TRAFFIC	2	IMPROPER TAG DISPLAY
	TRAFFIC	6	IMPROPER EQUIPMENT
	TRAFFIC	1	LITTERING-THROWING OF TRA
	TRAFFIC	6	NO DRIVERS LICENSE
	TRAFFIC	1	NO TAG
	TRAFFIC	12	SEATBELT VIOLATION
	TRAFFIC	1	SPEEDING SCHOOL ZONE
	TRAFFIC	7	SPEEDING - 10 MILES OVER
	TRAFFIC	12	SPEEDING - 15 MILES OVER
	TRAFFIC	5	SPEEDING - 20 MILES OVER
	TRAFFIC	1	SPEEDING - 25 MILES OVER
	TRAFFIC	3	SPEEDING - 30 MILES OVER
	TRAFFIC	33	NO MV LIABILITY INS 1ST O
	TOTAL COUNT	123	

Case Count Listing

Offense Date 5/ 1/2023 thru 5/31/2023

Case Number Added CHARGE Type

CASE COUNT SUMMARY:	TYPE	COUNT	CHARGE
	CRIMINAL	1	ASSAULT ON A POLICE OFFIC
	CRIMINAL	2	VIO OF CITY ORD 323-RUN A
	CRIMINAL	1	CONTEMPT OF COURT-FTC
	CRIMINAL	3	CONTEMPT OF COURT-FTP
	CRIMINAL	2	DISORDERLY CONDUCT
	CRIMINAL	1	DISTURBING THE PEACE
	CRIMINAL	1	FALSE PRETENSES - MISD
	CRIMINAL	1	VIO CITY ORD 323-NO PROOF
	CRIMINAL	2	POSSESSION OF MARIJUANA 3
	CRIMINAL	3	POSS. OF CONTROLLED SUBST
	CRIMINAL	4	POSSESSION PARPHERNALIA
	CRIMINAL	1	POSS. CONTROLLED SUBSTANC
	CRIMINAL	1	RESISTING ARREST
	CRIMINAL	16	SHOPLIFTING 1ST OFFENSE
	CRIMINAL	6	TRESPASSING
	CRIMINAL	1	VIOLATION OF BOND CONDITI
	TOTAL COUNT	46	

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 1. Hancock County Solid Waste Authority Invoice #1201 dated 6/2/23 in the amount of \$45,075.33.

Hancock County Solid Waste Authority

P.O. Box 2601
Bay St. Louis, MS 39521

Invoice

Date	Invoice #
6/2/2023	1201

82-1

Bill To
City of Waveland P.O. Box 539 Waveland, MS 39576

Description	Amount
May Residential Solid Waste Collection / Carts 2601 x \$14.44	37,558.44
May Residential Solid Waste Bulky Waste Collection 2601 x \$2.89	7,516.89
RECEIVED JUN 02 2023 CITY CLERK	
Total	\$45,075.33

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 2. Hancock County Solid Waste Authority Invoice #1205 dated 6/2/23 in the amount of \$470.00.

CONSENT AGENDA

Hancock County Solid Waste Authority

P.O. Box 2601
Bay St. Louis, MS 39521

Invoice

Date	Invoice #
6/2/2023	1205

8i-2

Bill To
City of Waveland P.O. Box 539 Waveland, MS 39576

Description	Amount
May Service 8yd Front Load Trash (510 Central Ave Softball Field)	150.00
May Service 4yd Front Load Trash (1602 McLauren Police Station)	80.00
May Service 4yd Front Load Trash (355 Coleman Ave Civic Center)	80.00
May Service 4yd Front Load Trash (105 N. Beach Blvd Lighthouse)	80.00
May Service 4yd Front Load Trash (427 Hwy 90 Firestation)	80.00
RECEIVED JUN 02 2023 CITY CLERK	
Total	\$470.00

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):

i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:

3. Chiniche Engineering & Surveying Invoice #22-002-0091 dated 6/12/23 in the amount of \$10,000.00 for Garfield Ladner Memorial Pier project design and coordination.

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



8i-3

INVOICE

BILL TO
City of Waveland

INVOICE # 22-002-0091
DATE 06/12/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/12/2023	Engineering Services	Project design and coordination	1:00	10,000.00	10,000.00

Garfield Pier Project

BALANCE DUE

\$10,000.00

RECEIVED

JUN 12 2023

CITY CLERK

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 4. Chiniche Engineering & Surveying Invoice #22-002-0059 dated 6/12/23 in the amount of \$7,500.00 for Citywide Drainage Conceptual design.

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



8i-4

INVOICE

BILL TO
City of Waveland

INVOICE # 22-002-0059
DATE 06/12/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/12/2023	Engineering Services	conceptual design cost estimates, preliminary design calculations	1:00	7,500.00	7,500.00

City wide drainage conceptual design

BALANCE DUE

\$7,500.00

RECEIVED

JUN 12 2023

CITY CLERK

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 5. DNA Underground, LLC. Pay Application #2 dated 6/13/23 in the amount of \$38,145.59 for the Waveland Veterans Memorial Repairs Project.

Lisa Planchard

From: Devin Herrington <devin.herrington@neel-schaffer.com>
Sent: Wednesday, June 14, 2023 2:41 PM
To: Lisa Planchard
Cc: Dawn Malley
Subject: Waveland Veterans Memorial Pay Application No. 2
Attachments: Pay App No. 2.pdf

8i-5

Mrs. Lisa,

Please find attached pay application No. 2 for the Waveland Veterans Memorial.

DEVIN HERRINGTON, E.I.



Neel-Schaffer, Inc.

3036 Longfellow Drive, Bay St. Louis, MS 39520

P.O. Box 2795, Bay St. Louis, MS 39521

Office: 228.467.2770

Mobile: 601.569.9282

www.neel-schaffer.com



Neel-Schaffer, Inc. Confidentiality Note:

Information contained in this message along with any attachment(s) may be confidential and protected by legal privilege. This message is meant solely for the use of the individual(s) to whom it is addressed. Viewing or the use of information and attachment(s) within this message without the expressed permission of Neel-Schaffer, Inc. is prohibited. If you are not the intended recipient of this message, Neel-Schaffer, Inc. requests you take immediate action to notify the sender of the error and that you delete this message and all attachments without modifying, copying or distributing its content.



MEMORANDUM

RECEIVED

JUN 14 2023

CITY CLERK

To: City of Waveland
From: Devin Herrington, E.I.
Date: June 14, 2023
Re: Payment Application #2 - Waveland Veterans Memorial Repairs Project to DNA Underground, LLC

Please find attached Payment Application No. 2 for Waveland Veterans Memorial Repairs project. We have reviewed this application and recommend payment in the amount of \$38,145.59 payable to DNA Underground, LLC.

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

engineers | planners | surveyors | environmental scientists | landscape architects

P: 228.467.2770
3036 Longfellow Drive
Bay St. Louis, MS 39520
www.neel-schaffer.com





ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

To (Owner):	City of Waveland	Application Period:	4/5/23 to 6/5/23	Application Date:	6/13/23
Project:	Veterans Memorial Repairs	From (Contractor):	DNA Underground LLC	Via (Engineer):	
Owner's Contract No.:		Contract:		Contractor's Project No.:	
		Engineer's Project No.:			

Application for Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	1. ORIGINAL CONTRACT PRICE
1		-580,687.00	\$ 5156,755.00
			\$ 5142,357.58
			\$ 5711.79
			\$ 5141,645.79
			\$ 5103,500.20
			\$ 381,145.59
			\$ 515,109.21
TOTALS		-580,687.00	
NET CHANGE BY CHANGE ORDERS		-580,687.00	

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Michael A. [Signature] Date: 6/13/23

2. Net change by Change Order: \$ -580,687.00
3. Current Contract Price (Line 1 + 2): \$ 5156,755.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates): \$ 5142,357.58
5. RETAINAGE:
 - 1% X 5142,357.58 Work Completed: \$ 5711.79
 - 5% X 5142,357.58 Stored Material: \$ 5711.79
 - Total Retainage (Line 5.a + Line 5.b): \$ 5711.79
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c): \$ 5141,645.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application): \$ 5103,500.20
8. AMOUNT DUE THIS APPLICATION: \$ 381,145.59
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above): \$ 515,109.21

Payment of: \$ 38,145.59 (Line 8 or other - attach explanation of the other amount)
 is recommended by: Dave [Signature] (Engineer) 6-14-23 (Date)
 Payment of: \$ (Line 8 or other - attach explanation of the other amount)
 is approved by: _____ (Owner) _____ (Date)
 Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Veterans Memorial Repairs		Application Number		2		Application Date:		13-Jun-23			
Application Period:		4/5/23 - 6/5/23		Contract Information		B		C		E			
Bid Item No	Item Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+H-G)	% (H/B)	Balance to Finish (B-H)
1	BASE BID Mobilization / Demobilization	1	LS	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00				\$10,000.00	100.0%	\$ -
2	Select Fill Material (FM)	50	CY	\$60.00	\$ 3,000.00	183	\$ 10,980.00	37	\$2,220.00		\$13,200.00	44.0%	\$ (10,200.00)
3	Re-establishment of Vegetation	0.5	ACRE	\$8,000.00	\$ 4,000.00		\$ -	0.1	\$800.00		\$800.00	20.0%	\$ 3,200.00
4	Remove and dispose of existing concrete bench slab	1	LS	\$400.00	\$ 400.00	1	\$ 400.00				\$400.00	100.0%	\$ -
5	42" Aluminum Guardrail	96	LF	\$245.00	\$ 23,520.00		\$ -	103	\$25,235.00		\$25,235.00	107.3%	\$ (1,715.00)
6	Replace/Install Damaged Light Pole	1	LS	\$12,500.00	\$ 12,500.00		\$ -				\$12,500.00	100.0%	\$ 12,500.00
7	Re-Level Brck Pavers	10	SF	\$125.00	\$ 1,250.00	10	\$ 1,250.00				\$1,250.00	100.0%	\$ -
8	Install Rip-Rap (200lb)	70	CY	\$220.00	\$ 15,400.00	70	\$ 15,400.00				\$15,400.00	100.0%	\$ -
9	Replace and install Blue Star Memorial	1	LS	\$6,000.00	\$ 6,000.00		\$ -	0.47	\$2,820.00		\$2,820.00	47.0%	\$ 3,180.00
10	Replace Panel Box & Associated Electrical Components	1	LS	\$12,500.00	\$ 12,500.00		\$ -						\$ 12,500.00
11	Installation of New Cameral System	1	LS	\$6,000.00	\$ 6,000.00		\$ -				\$6,000.00	100.0%	\$ -
12	Replacement of Stormwater Pipe	1	LS	\$2,800.00	\$ 2,800.00	1	\$ 2,800.00				\$2,800.00	100.0%	\$ -
13	New Concrete Bench Slab	1	LS	\$3,800.00	\$ 3,800.00	1	\$ 3,800.00				\$3,800.00	100.0%	\$ -
14	Remove and install 8' Park Bench	1	LS	\$450.00	\$ 450.00		\$ -						\$ 450.00
	ALTERNATE #1												
1	Select Fill Material (FM)	50	CY	\$60.00	\$ 3,000.00	50	\$ 3,000.00				\$3,000.00	100.0%	\$ -
2	Re-establishment of Vegetation	0.16	ACRE	\$8,000.00	\$ 1,280.00		\$ -	0.16	\$1,280.00		\$1,280.00	100.0%	\$ -
3	42" Aluminum Guardrail	15	LF	\$245.00	\$ 3,675.00		\$ -	15	\$3,675.00		\$3,675.00	100.0%	\$ -
4	Re-Level Brck Pavers	10	SF	\$125.00	\$ 1,250.00	10	\$ 1,250.00				\$1,250.00	100.0%	\$ -
	ALTERNATE #2												
1	Mobilization	1	LS	\$5,000.00	\$ 5,000.00	1	\$ 5,000.00				\$5,000.00	100.0%	\$ -
2	Stamped Finish Concrete Expansion at South End (To include footer on exposed edge)	37	CY		\$ 57,350.00	37	\$ 57,350.00				\$57,350.00	100.0%	\$ -
3	Remove all Existing Guardrail and install 42" New Aluminum Rough Finish Guardrail	449	LF	\$218.00	\$ 97,882.00	449	\$ 97,882.00				\$97,882.00	100.0%	\$ -
4	(DEDUCT) Base Bid Select Fill Material	37	CY	-\$60.00	\$ (2,220.00)		\$ -	37	-\$2,220.00		-\$2,220.00		\$ -
5	(DEDUCT) Base Bid Re-establish Vegetation	0.05	ACRE	-\$8,000.00	\$ (400.00)		\$ -	0.05	-\$400.00		-\$400.00		\$ -
6	(DEDUCT) Base Bid 42" Aluminum Guardrail	96	LF	-\$245.00	\$ (23,520.00)	96	\$ (23,520.00)				-\$23,520.00	100.0%	\$ -
7	(DEDUCT) Alternate #1 42" Aluminum Guardrail	15	LF	-\$245.00	\$ (3,675.00)	15	\$ (3,675.00)				-\$3,675.00	100.0%	\$ -
8	(DEDUCT) Base Bid new concrete bench slab	1	LS	-\$3,800.00	\$ (3,800.00)	1	\$ (3,800.00)				-\$3,800.00	100.0%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Veterans Memorial Repairs		Application Number:		2							
Application Period:		4/5/23 - 6/5/23		Application Date:		13-Jun-23							
A				B		C		D		E		F	
Bid Item No	Item Description	Item Quantity	Units	Contract Information		Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E+F+G)	% (H / B)	Balance to Finish (B - H)
				Unit Price	Total Value of Item (\$)								
2	Stamped Finish Concrete Expansion at South End (To include footer on exposed edge)	-37	CY	\$1,550.00	\$ (57,350.00)	-37	\$ (57,350.00)				-\$57,350.00	100.0%	\$ -
3	Remove all Existing Guardrail and Install 42" New Aluminum Rough Finish Guardrail	-449	LF	\$218.00	\$ (97,882.00)	-449	\$ (97,882.00)				-\$97,882.00	100.0%	\$ -
6	(DEDUCT) Base Bid 42" Aluminum Guardrail	-96	LF	-\$245.00	\$ 23,520.00	-96	\$ 23,520.00				\$23,520.00	100.0%	\$ -
7	(DEDUCT) Alternate #1 42" Aluminum Guardrail	-15	LF	-\$245.00	\$ 3,675.00	-15	\$ 3,675.00				\$3,675.00	100.0%	\$ -
	Broom Finish Concrete Expansion at South End (to include footer on exposed edge)	37	CY	\$1,279.73	\$ 47,350.00	46	\$ 58,867.58				\$58,867.58	124.3%	\$ (11,517.58)
Totals					\$ 156,755.00		\$ 108,947.58		\$33,410.00		\$142,357.58	90.89%	\$ 14,397.42



DNAUNDE-01

DJACOBS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2023

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 Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Denise Jacobs, CAWC
	PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465
	E-MAIL ADDRESS: DJacobs@fbbins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : FCCI Insurance Company NAIC # 10178
INSURED DNA Underground LLC 16101 S. Swan Road Gulfport, MS 39503	INSURER B : National Trust Insurance Company 20141
	INSURER C : Luba Casualty Insurance Company 12472
	INSURER D : Nautilus Insurance Company 17370
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP10006689	2/18/2023	2/18/2024	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA100066896	2/18/2023	2/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100066897	2/18/2023	2/18/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	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	028000022036123	2/19/2023	2/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented			CPP10006689	2/18/2023	2/18/2024	Ded: \$1,000 435,000
D	Poil/Prof			CPP203695511	2/18/2023	2/18/2024	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Waveland Veterans Memorial Repairs #221-019.003

CERTIFICATE HOLDER

CANCELLATION

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED DNA Underground LLC 16101 S. Swan Road Gulfport, MS 39503	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations

The general liability policy contains blanket additional insured wording on a primary & non-contributory basis when required by written contract. The automobile liability policy contains blanket additional insured wording when required by written contract. The umbrella policy includes additional insureds as provided by the underlying general liability and/or automobile liability policies when required by written contract. The General Liability, Auto Liability & Workers compensation policies include blanket waiver of subrogation when required by written contract. 30 day notice of cancel in favor of the certificate holder when required by written contract. Dustin Gartman and Kenny Stokes are excluded from Worker's Compensation coverage. All coverage is subject to policy terms, conditions and exclusions.

Pollution/Professional Coverage

Occurrence: \$1,000,000
Aggregate: 2,000,000
Deductible: \$25,000

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 6. Neel-Schaffer Invoice #1088207 dated 6/8/23 in the amount of \$585.00 for the Jourdan River Hwy 603 Gas Main Crossing Project.

RECEIVED

JUN 15 2023

CITY CLERK

8i-6

June 8, 2023

Project No:

NS.17845.000

Invoice No:

1088207

City of Waveland
 Attn: Lisa Planchard, City Clerk
 P.O. Box 539
 Waveland, MS 39576

Project NS.17845.000 222-033.004 Jourdan River Hwy. 603 Gas Main Crossing

Professional Services from May 01, 2023 to May 31 2023

Professional Fees

Phase 002: Permitting

	Hours	Rate	Billed
Engineer Intern	3.00	105.00	315.00
Project Engineer	2.00	135.00	270.00
Totals	5.00		585.00

Invoice total **585.00**

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Total Billed	Current Billed
Jourdan River Hwy. 603 Gas Main	20,750.00	10,077.50	10,672.50	9,492.50	10,077.50	585.00
Total	20,750.00	10,077.50	10,672.50	9,492.50	10,077.50	585.00



Federal Tax ID Number:
64-0671634



3036 Longfellow Drive
 Bay St. Louis, MS 39520



P: 228.467.2770

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - i. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 7. Neel-Schaffer Invoice #1088209 dated 6/8/23 in the amount of \$1,030.00 for the Veterans Memorial Project.

8i-7

June 08, 2023
 Project No: NS.17898.000
 Invoice No: 1088209

City of Waveland
 Lisa Planchard, City Clerk
 PO Box 539
 Waveland, MS 39576

Project NS.17898.000 221-019.003 Veterans Memorial
Professional Services from May 01, 2023 to May 31, 2023

Phase 002 CE&I
Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
Malley, Dawn	.50	60.00	30.00	
Engineer Intern III				
Herrington, Devin	3.50	100.00	350.00	
Inspector III				
Heinzel, James	5.00	130.00	650.00	
Totals	9.00		1,030.00	
Total Labor				1,030.00
		Total this Phase		\$1,030.00
		Total this Invoice		\$1,030.00

RECEIVED

JUN 15 2023

CITY CLERK



Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):

- j. Accept resignations of following personnel:
 - 1. Erin Husley
 - 2. Matthew Sekinger, Jr.

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - k. Hire the following for various positions, as listed:

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 1. The Waveland Police Department's award in the amount of \$17,220.00 (Coronavirus Emergency Supplemental Funding Grant).

Lisa Planchard

From: Mike Prendergast
Sent: Monday, June 12, 2023 1:30 PM
To: Lisa Planchard; Jay Trapani
Subject: coronavirus emergency supplemental funding grant

8L

Lisa can you please add to the agenda at the next city meeting that the Waveland police dept was approved the coronavirus emergency supplemental funding grant in the amount of \$ 17,220.00 thank you.

Chief of Police
Michael A Prendergast
1602 McLaurin Street
Waveland MS, 39576
Off 228-467-3669
Fax 228-4673686
MikeP@waveland-ms.gov

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, June 21, 2023
6:30 pm.

CONSENT AGENDA

8. Motion to approve the following Consent Agenda items as numbered Items (a-m):
 - m. Approve Kyleigh Seale, Janita Cole and Kim Boushie to attend the PERS Employer Training Seminar on Friday, July 28, 2023 in Gulfport from 9:00 am to 12:00 noon. A city vehicle will provide transportation.

END CONSENT AGENDA

EXECUTIVE SESSION

9. Motion to consider entering a closed session to discuss
10. Motion to enter an executive session to discuss
11. Motion to come out of executive session without action taken.

ADJOURN

12. Motion to Adjourn

A Message from the Public Employees' Retirement System of Mississippi



PERS Employer Training Seminars provide information on PERS eligibility requirements, relevant regulatory and legislative changes, reporting requirements, how to handle unused leave, and other important topics.

PERS Employer Training Seminars

Below is a schedule for upcoming PERS Employer Trainings, which will be held either in person or via Microsoft Teams. Any personnel responsible for the administration of benefits and the reporting of wage information for covered employees should register for an Employer Training session. See link below to the training registration page on the PERS website.

All seminars run from 9 a.m. to 12 p.m.

Doors open and sign-in begins at 8:30 a.m. each day of in-person seminars

[Click here to register for any seminar listed below](#)

Friday, June 16, 2023 | Pearl | 3805 Highway 80 East, Pearl, MS 39208

Wednesday, June 21, 2023 | Virtual | Microsoft Teams

Wednesday, June 28, 2023 | Virtual | Microsoft Teams

Friday, July 14, 2023 | Tupelo | 1918 Briar Ridge Road, Tupelo, MS 38804

Wednesday, July 19, 2023 | Virtual | Microsoft Teams

Friday, July 28, 2023 | Gulfport | 1890 Switzer Road, Gulfport, MS 39507