

Agenda  
Special Meeting of The Board of Mayor & Aldermen  
Monday, October 30, 2023  
5:00 pm.

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Motion to accept the Fiscal Year ending 9/30/23 Amended to Actual Budgetary Schedule
5. Discuss all City Projects
6. Discuss the Waveland Civic Center - 1A, 1B, 1C & 1D
7. Discuss 'Avenue of Oaks', Mr. Jim Meggett

## Lisa Planchard

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**From:** Ronald Artigues  
**Sent:** Wednesday, October 18, 2023 6:24 PM  
**To:** Lisa Planchard  
**Subject:** FW: Ground Zero museum information  
**Attachments:** Bylaws approved 081920 as adopted signed.pdf; GZM agreement draft with comments.pdf; some of docs requested and extra.pdf

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**From:** Basil Kennedy <bk4348@yahoo.com>  
**Date:** Wednesday, October 18, 2023 at 4:53 PM  
**To:** Ronald Artigues <RArtigues@waveland-ms.gov>  
**Subject:** Re: Ground Zero museum information

Attached you will find a file that contains the following:

- 990's since incorporation 8/25/20.
- Our budgets for the last five years
- We do not have audited or reviewed statements. We were an entity under the Hancock County Community Development Foundation until incorporation and separation 8/25/20. Prior to that time, they had their books and we kept our own which are enclosed. The financials since then are attached as part of the filing with the Secretary of State.
- The bylaws are in a separate file
- The only written agreement I can find is attached. I think my questions were answered and it was signed. Cannot find a signed copy. There was also a later action passed during the last administration, but I don't think we were party to it. Note that this agreement is with the HCCDF
- Also Included in the file are the following
  - Tax number assignment
  - IRS determination letter
  - Initial registration with SOS
  - Current list of officers and directors

Basil Kennedy bk4348@yahoo.com 228 216-5527

On Monday, October 16, 2023 at 05:16:40 PM CDT, Ronald Artigues <rtartigues@waveland-ms.gov> wrote:

Basil,

The Mayor and Board of Aldermen are holding a meeting next Monday to discuss the use of the old Waveland School/Community Center in which Sugar Pop and the Ground Zero Museum are located. The Mayor and Board have requested information regarding the Ground Zero Museum organization in preparation for the meeting. Your assistance in providing the information to the Mayor as soon as possible would be greatly appreciated.

1. Copies of all Form 990s completed and filed since the inception of the non-profit organization.
2. A copy of the organization's Bylaws.
3. The organization's yearly budgets.
4. The organization's yearly financial statements for the last five years (audited financial statements if they exist, reviewed financial statements if not).
5. All agreements that the organization has with the City of Waveland.

Again, your help in obtaining this information in advance of Monday's meeting is greatly appreciated.

Sincerely,  
Ronnie

**Ronald J. Artigues, Jr.**

City Attorney

Waveland City Hall

301 Coleman Avenue

Waveland, MS 39576

1-228-493-5587

1-A

**NON-PROFIT BYLAWS**  
**OF**  
**WAVELAND'S GROUND ZERO HURRICANE MUSEUM,**  
**INC.**

Adopted 8/19/2020

**PREAMBLE**

The following Bylaws shall be subject to, and governed by, the Non-Profit Corporation Act of Mississippi and the Articles of Incorporation of Waveland's Ground Zero Hurricane Museum, Inc. In the event of a direct conflict between the herein contained provisions of these Bylaws and the mandatory provisions of the Non-Profit Corporation Act of Mississippi, said Non-Profit Corporation Act shall be the prevailing controlling law. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of Corporation/Organization, it shall then be these Bylaws which shall be controlling.

**ARTICLE 1 – NAME**

The legal name of the Non-Profit Corporation/Organization shall be known as Waveland's Ground Zero Hurricane Museum, Inc. and shall herein be referred to as the "Corporation/Organization."

**ARTICLE 2 – PURPOSE**

The general purposes for which this Corporation/Organization has been established are as follows:

The purpose for which the Non-Profit Corporation is formed is set forth in the attached Articles of Incorporation.

The Corporation/Organization is established within the meaning of IRS Publication 557 Section 501(c)(3) Organization of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code and shall be operated exclusively for acquiring and maintaining exhibits and operation of Waveland's Ground Zero Hurricane Museum.

In addition, this Corporation/Organization has been formed for the purpose of performing all things incidental to, or appropriate in, the foregoing specific and primary purposes. However, the Corporation/Organization shall not, except to an insubstantial degree, engage in any activity or exercise any powers which are not in furtherance of its primary non-profit purposes.

The Corporation/Organization shall hold and may exercise all such powers as may be conferred upon any nonprofit organization by the laws of the State of Mississippi and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the Corporation/Organization. At no time and in no event shall the Corporation/Organization participate in any activities which have not been permitted to be carried out by a Corporation/Organization exempt under Section 501(c) of the Internal Revenue Code of 1986 (the "Code").

### **ARTICLE 3 – OFFICES**

The principal office of the Corporation/Organization shall be located at 335 Coleman Avenue, Waveland, Mississippi 39576.

The Corporation/Organization may have other such offices as the Board of Directors may determine or deem necessary, or as the affairs of the Corporation/Organization may find a need for from time to time.

### **ARTICLE 4 – DEDICATION OF ASSETS**

The properties and assets of the Corporation/Organization are irrevocably dedicated to and for non-profit purposes only. No part of the net earnings, properties, or assets of this Corporation/Organization, on dissolution or otherwise, shall inure to the benefit of any person or any member, director, or officer of this Corporation/Organization. On liquidation or dissolution, all remaining properties and assets of the Corporation/Organization shall be distributed and paid over to an organization dedicated to non-profit purposes which has established its tax-exempt status pursuant to Section 501(c) of the Code.

## **ARTICLE 5 – BOARD OF DIRECTORS**

### **General Powers and Responsibilities**

The Corporation/Organization shall be governed by a Board of Directors (the "Board"), which shall have all the rights, powers, privileges, and limitations of liability of directors of a non-profit corporation organized under the Non-Profit Corporation Act of Mississippi. The Board shall establish policies and directives governing business and programs of the Corporation/Organization and shall delegate to the Executive Director and Corporation/Organization staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

### **Number and Qualifications**

The Board shall have up to 20, but no fewer than 4, Board members. The number of Board members may be increased beyond 20 members or decreased to less than 4 members by the affirmative vote of two-thirds of the then serving Board of Directors. A Board member need not be a resident of the State of Mississippi.

In addition to the regular membership of the Board, representative(s) of such other organizations or individuals as the Board may deem advisable to elect shall be *Ex-Officio Board Members*, whom will have the same rights and obligations, excluding voting power, as the other directors.

### **Board Compensation**

The Board shall receive no compensation other than for reasonable expenses. However, provided the compensation structure complies with Sections relating to "Contracts Involving Board Members and/or Officers" as stipulated under these Bylaws, nothing in these Bylaws shall be construed to preclude any Board member from serving the Corporation/Organization in any other capacity and receiving compensation for services rendered.

### **Board Elections**

The Nominating Committee shall present nomination for new and renewing Board members at the first meeting of each calendar year. Recommendations from the Nominating Committee shall be made known to the Board in writing before nominations are made and voted on. New and renewing Board members shall be approved by a majority of those Board members at a Board meeting at which a quorum is present.

### **Term of Board**

All appointments to the Board shall be for a term of 3 years. No person shall serve more than 3 consecutive terms unless a majority of the Board, during the course of a Board meeting at which a quorum is present, votes to appoint a Board member to 1 additional year. No person shall serve more than 10 consecutive years. After serving the maximum total number of consecutive years on the Board, a member may be eligible for reconsideration as a Board member after 1 year shall have passed since the conclusion of such Board member's service.

### **Vacancies**

A vacancy on the Board of Directors may exist at the occurrence of the following conditions:

- a) The death, resignation, or removal of any director;
- b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, found by final order or judgment of any court to have breached a duty pursuant to the Corporation Code and/or Act of the law dealing with the standards of conduct for a director, or has missed 3 consecutive meetings of the Board of Directors, or a total of 3 meetings of the Board during any one calendar year;
- c) An increase in the authorized number of directors; or
- d) The failure of the directors, at any annual or other meeting of directors at which director(s) are to be elected, to elect the full authorized number of directors.

The Board of Directors, by way of affirmative vote of a majority of the directors then currently in office, may remove any director without cause at any regular or special meeting, provided that the director to be removed has been notified in writing in the manner set forth in Article 5 – Meetings that such action would be considered at the meeting.

Except as provided in this paragraph, any director may resign effective upon giving written notice to the chair of the Board, the secretary of Corporation/Organization, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective. Unless the Attorney General of Mississippi is first notified, no director may resign when the Corporation/Organization would then be left without a duly elected director in charge of its affairs.



Any vacancy on the Board may be filled by vote of a two-thirds majority of the directors then in office, whether or not the number of directors then in office is less than a quorum, or by vote of a sole remaining director. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

### **Resignation**

Each Board member shall have the right to resign at any time upon written notice thereof to the Chair of the Board or Secretary. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall take effect upon receipt thereof.

### **Removal**

A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of two-thirds of then-serving Board members.

### **Meetings**

The Board's regular meetings may be held at such time and place as shall be determined by the Board. The Chair of the Board or any 3 regular Board members may call a special meeting of the Board with 5 days' written notice provided to each member of the Board. The notice shall be served upon each Board member via hand delivery, regular mail, email, or fax. The person(s) authorized to call such special meetings of the Board may also establish the place the meeting is to be conducted, as long as it is a reasonable place to hold any special meeting of the Board.

The annual meeting shall be held each calendar year prior to March 31st on a date selected by the Board at which time the officers shall be elected for the coming year and any vacant board positions shall be filled. A nominating committee should be appointed in the month of December by the Chairman to provide a slate of candidates for the positions to be filled.

### **Minutes**

The Secretary shall be responsible for the recording of all minutes of each and every meeting of the Board in which business shall be transacted in such order as the Board may determine from time to time. However, in the event that the Secretary is unavailable,

the Chair of the Board shall appoint an individual to act as Secretary at the meeting. The Secretary, or the individual appointed to act as Secretary, shall prepare the minutes of the meetings, which shall be delivered to the Corporation/Organization to be placed in the minute books. A copy of the minutes shall be delivered to each Board member via either regular mail, hand delivered, emailed, or faxed within 20 business days after the close of each Board meeting.

### **Action by Written Consent**

Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. The number of directors in office must constitute a quorum for an action taken by unanimous written consent. Such consent shall be placed in the minute book of the Corporation/Organization and shall have the same force and effect as a unanimous vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

### **Quorum**

At each meeting of the Board of Directors or Board Committees, the presence of One-Third (1/3) of the duly elected members shall constitute a quorum for the transaction of business. If at any time the Board voting results in a tie, then the vote of the Chair of the shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committees if during the meeting he or she is present via telephone or web conferencing with the other Board members participating in the meeting.

### **Voting**

Each Board member shall only have one vote.

### **Proxy**

Board members shall not be allowed to vote by written proxy

### **Board Member Attendance**

An elected Board Member who is absent from 3 consecutive regular meetings of the Board during a fiscal year shall be encouraged to reevaluate with the Chair of the Board his/her commitment to the Corporation/Organization. The Board may deem a Board member who has missed 3 consecutive meetings without such a reevaluation with the Chair to have resigned from the Board.

## **ARTICLE 6 – OFFICERS**

### **Officers and Duties**

The Board shall elect officers of the Corporation/Organization which shall include a Chair of the Board (Chief Executive Officer), Executive Director, Vice President, a Secretary, a Treasurer (Chief Financial Officer), [Do you want all these officers?] and such other officers as the Board may designate by resolution. The same person may hold any number of offices, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board or the Executive Director. In addition to the duties in accordance with this Article, officers shall conduct all other duties typically pertaining to their offices and other such duties which may be required by law, Articles of Incorporation, or by these bylaws, subject to control of the Board of Directors, and they shall perform any other such additional duties which the Board of Directors may assign to them at their discretion.

The officers will be selected by the Board at its annual meeting, and shall serve the needs of the Board, subject to all the rights, if any, of any officer who may be under a contract of employment. Therefore, without any bias or predisposition to the rights of any officer that may be under any contract of employment, any officer may be removed with or without cause by the Board. All officers have the right to resign at any time by providing notice in writing to the Chair of the Board, and/or Secretary of the Corporation/Organization, without bias or predisposition to all rights, if any, of the Corporation/Organization under any contract to which said officer is a part thereof. All resignations shall become effective upon the date on which the written notice of resignation is received or at any time later as may be specified within the resignation; and unless otherwise indicated within the written notice, a stated acceptance of the resignation shall not be required to make the resignation effective.

Any and all vacancies in any office because of death, resignation, disqualification, removal, or for any other cause, shall be filled in accordance to the herein prescribed

bylaws for regular appointments to such office. The compensation, if any, of the officers shall be fixed or determined by resolution of the Board of Directors.

**Chair of the Board (Chief Executive Officer)(President)**

It shall be the responsibility of the Chair of the Board, when present, to preside over all meetings of the Board of Directors and Executive Committee. The Chair of the Board is authorized to execute, in the name of the Corporation/Organization, any and all contracts or other documents which may be authorized, either generally or specifically, by the Board to be executed by the Corporation/Organization.

**Executive Director**

It shall be the responsibility of the Executive Director, in general, to supervise and conduct all activities and operations of the Corporation/Organization, subject to the control, advice and consent of the Board of Directors. The Executive Director shall keep the Board of Directors completely informed, shall freely consult with them in relation to all activities of the Corporation/Organization, and shall see that all orders and/or resolutions of the Board are carried out to the effect intended. The Board of Directors may place the Executive Director under a contract of employment where appropriate. The Executive Director shall be empowered to act, speak for, or otherwise represent the Corporation/Organization between meetings of the Board. The Executive Director shall be responsible for keeping the Board informed at all times of staff performance and for implementing any personnel policies which may be adopted and implemented by the Board. The Executive Director is a member of the board without voting rights.

**Vice Chair (Vice President)**

In the absence of the Chairman of the Board, or in the event of his/her inability or refusal to act, it shall then be the responsibility of the Vice Chair to perform all the duties of the Chairman, and in doing so shall have all authority and powers of, and shall be subject to all of the restrictions on, the Chairman.

**Secretary**

The Secretary, or his/her designee, shall be the custodian of all records and documents of the Corporation/Organization, which are required to be kept at the principal office of the Corporation/Organization, and shall act as secretary at all meetings of the Board of Directors, and shall keep the minutes of all such meetings on file in hard copy or electronic format. S/he shall attend to the giving and serving of all notices of the Corporation/Organization and shall see that the seal of the Corporation/Organization, if any, is affixed to all documents, the execution of which on behalf of the

Corporation/Organization under its seal is duly authorized in accordance with the provisions of these bylaws.

**Treasurer (Chief Financial Officer)**

It shall be the responsibility of the Treasurer to keep and maintain, or cause to be kept and maintained, adequate and accurate accounts of all the properties and business transactions of the Corporation/Organization, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements.

The Treasurer shall be responsible for ensuring the deposit of, or cause to be deposited, all money and other valuables as may be designated by the Board of Directors. Furthermore, the Treasurer shall disburse, or cause to be disbursed, the funds of the Corporation/Organization, as may be ordered by the Board of Directors, and shall render to the Chair of the Board, and directors, whenever they request it, an account of all the Treasurer's transactions as treasurer and of the financial condition of the Corporation/Organization.

The Treasurer shall give the Corporation/Organization a bond, if so requested and required by the Board of Directors, in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the Treasurer's office and for restoration to the Corporation/Organization of all its books, papers, vouchers, money and other property of every kind in the Treasurer's possession or under the Treasurer's control upon the Treasurer's death, resignation, retirement, or removal from office. The Corporation/Organization shall pay the cost of such a bond.

**ARTICLE 7 – COMMITTEES**

**Committees of Directors**

The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws. Each such committee shall consist of two (2) or more directors, and may also include persons who are not on the Board but whom the directors believe to be reliable and competent to serve at the specific committee. However, committees exercising any authority of the Board of Directors may not have any non-director members. The Board may designate one or more alternative members of any committee who may replace any absent member at any meeting of the

committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

- a) Approve of any action that, pursuant to applicable Law, would also require the affirmative vote of the members of the Board if this were a membership vote.
- b) Fill vacancies on, or remove the members of, the Board of Directors or any committee that has the authority of the Board.
- c) Fix compensation of the directors serving on the Board or on any committee.
- d) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws.
- e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable.
- f) Appoint any other committees of the Board of Directors or their members.
- g) Approve a plan of merger, consolidation, voluntary dissolution, bankruptcy, or reorganization; or a plan for the sale, lease, or exchange of all or considerably all of the property and assets of the Corporation/Organization otherwise than in the usual and regular course of its business; or revoke any such plan.
- h) Approve any self-dealing transaction, except as provided pursuant to law.

Unless otherwise authorized by the Board of Directors, no committee shall compel the Corporation/Organization in a contract or agreement or expend Corporation/Organization funds.

#### **Meetings and Actions of Committees**

Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article 5 - Board of Directors of these bylaws concerning meetings and actions of the directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee.

Minutes shall be kept of each meeting of any committee and shall be filed with the Corporation/Organization records. The Board of Directors may adopt rules not consistent with the provisions of these bylaws for the governance of any committee.

If a director relies on information prepared by a committee of the Board on which the director does not serve, the committee must be composed exclusively of any or any combination of (a) directors, (b) directors or employees of the Corporation/Organization whom the director believes to be reliable and competent in the matters presented, or (c) counsel, independent accountants, or other persons as to matters which the director believes to be within that person's professional or expert competence.

### **Executive Committee**

Pursuant to Article 7 - Committee of Directors, the Board may appoint an Executive Committee composed of the Chair of the Board, Secretary, and Treasurer. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation/Organization between meetings of the Board, provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Article 7 - Committee of Directors. The Secretary of the Corporation/Organization shall send to each director a summary report of the business conducted in any meeting of the Executive Committee.

## **ARTICLE 8 - STANDARD OF CARE**

### **General**

A director shall perform all the duties of a director, including, but not limited to, duties as a member of any committee of the Board on which the director may serve, in such a manner as the director deems to be in the best interest of the Corporation/Organization and with such care, including reasonable inquiry, as an ordinary, prudent, and reasonable person in a similar situation may exercise under similar circumstances.

In the performance of the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a) One or more officers or employees of the Corporation/Organization whom the director deems to be reliable and competent in the matters presented;
- b) Counsel, independent accountants, or other persons, as to the matters which the director deems to be within such person's professional or expert competence;  
or
- c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director deems to merit confidence, as long as in any such case the director acts in good faith, after reasonable inquiry when the need may be indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except as herein provided in Article 8 - Standard of Care, any person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limitation of the following, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation/Organization, or assets held by it, are dedicated.

### **Loans**

The Corporation/Organization shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the Mississippi Attorney General; provided, however, that the Corporation/Organization may advance money to a director or officer of the Corporation/Organization or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or director as long as such individual would be entitled to be reimbursed for such expenses absent that advance.

### **Conflict of Interest**

The purpose of the Conflict of Interest policy is to protect the Corporation/Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable corporations/organizations and is not intended as an exclusive statement of responsibilities.

### **Restriction on Interested Directors**



Not more than 25% (percent) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the Corporation/Organization for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director; and (2) any brother, sister, parent, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the interested person.

### ***Duty to Disclose***

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors who are considering the proposed transaction or arrangement.

### ***Establishing a Conflict of Interest***

After the disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the potential conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

### ***Addressing a Conflict of Interest***

In the event that the Board should establish that a proposed transaction or arrangement establishes a conflict of interest, the Board shall then proceed with the following actions:

- a) Any interested person may render a request or report at the Board meeting, but upon completion of said request or report the individual shall be excused while the Board discusses the information and/or material presented and then votes on the transaction or arrangement proposed involving the possible conflict of interest.
- b) The Chair of the Board shall, if deemed necessary and appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Board shall determine whether the Corporation/Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interest of the Corporation/Organization, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction arrangement in conformity with this determination.

### **Violations of Conflict of Interest Policy**

Should the Board have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the Board shall then inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's explanation, and after making further investigation as may be warranted in consideration of the circumstances, the Board determines the interested person intentionally failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

### **Procedures and Records**

All minutes of the Board Meetings, when applicable, shall contain the following information:

a) The names of all the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

b) The names of the persons who were present for discussions and any votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any vote taken in connection with the proceedings.

### **Violation of Loyalty - Self-Dealing Contracts**

A self-dealing contract is any contract or transaction (i) between this Corporation/Organization and one or more of its Directors, or between this Corporation/Organization and any corporation, firm, or association in which one or more of the Directors has a material financial interest ("Interested Director"), or (ii) between this Corporation/Organization and a corporation, firm, or association of which one or more of

its directors are Directors of this Corporation/Organization. Said self-dealing shall not be void or voidable because such Director(s) of corporation, firm, or association are parties or because said Director(s) are present at the meeting of the Board of Directors or committee which authorizes, approves or ratifies the self-dealing contract, if:

a) All material facts are fully disclosed to or otherwise known by the members of the Board and the self-dealing contract by the Interested Director(s) is approved in good faith (without including the vote of any membership owned by said interested Director(s));

b) All material facts are fully disclosed to or otherwise known by the Board of Directors or committee, and the Board of Directors or committee authorizes, approves, or ratifies the self-dealing contract in good faith—without counting the vote of the Interested Director(s)—and the contract is just and reasonable as to the Corporation/Organization at the time it is authorized, approved, or ratified; or

c) As to contracts not approved as provided in above sections (a) and/or (b), the person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the Corporation/Organization at the time it was authorized, approved, or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof, which authorizes, approves, or ratifies a contract or transaction as provided for and contained in this section.

### **Indemnification**

To the fullest extent permitted by law and solely to the available limits of insurance policies purchased for same, the Corporation/Organization shall indemnify its "agents," as described by law, including its directors, officers, employees and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," and including any action by or in the right of the Corporation/Organization, by reason of the fact that the person is or was a its "agent" as described in the Non-Profit Corporation Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

The Corporation/Organization shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation/Organization, to the fullest extent permitted by

law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

**Acknowledgement of Conflict of Interest Policy**

Each director, principal officer, and member of a committee with Board delegated powers shall be required to sign a statement which affirms that such person:

- a) Has received a copy of the conflict of interest policy;
- b) Has read and understands the policy;
- c) Has agreed to comply with the policy; and
- d) Understands that the Corporation/Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**ARTICLE 9 – EXECUTION OF CORPORATE INSTRUMENTS**

**Execution of Corporate Instruments**

The Board of Directors may, at its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except when otherwise provided by law, and such execution or signature shall be binding upon the Corporation/Organization.

Unless otherwise specifically determined by the Board of Directors or otherwise required by law, formal contracts of the Corporation/Organization, promissory notes, deeds of trust, mortgages, other evidences of indebtedness of the Corporation/Organization, other corporate/organization instruments or documents, memberships in other corporations/organizations, and certificates of shares of stock owned by the Corporation/Organization shall be executed, signed, and/or endorsed by the Chairman.

All checks and drafts drawn on banks or other depositories on funds to the credit of the Corporation/Organization, or in special accounts of the Corporation/Organization, shall be signed by such person or persons as the Board of Directors shall authorize to do so.

### **Loans and Contracts**

No loans or advances shall be contracted on behalf of the Corporation/Organization and no note or other evidence of indebtedness shall be issued in its name unless and except as the specific transaction is authorized by the Board of Directors. Without the express and specific authorization of the Board, no officer or other agent of the Corporation/Organization may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation/Organization.

## **ARTICLE 10 – RECORDS AND REPORTS**

### **Maintenance and Inspection of Articles and Bylaws**

The Corporation/Organization shall keep at its principal office the original or a copy of its Articles of Incorporation and bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

### **Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns**

The Corporation/Organization shall keep at its principal office a copy of its federal tax exemption application and its annual information returns for three years from their date of filing.

### **Maintenance and Inspection of Other Corporate Records**

The Corporation/Organization shall keep adequate and correct books and records of accounts and written minutes of the proceedings of the Board and committees of the Board. All such records shall be kept at a place or places as designated by the Board and committees of the Board, or in the absence of such designation, at the principal office of the Corporation/Organization. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any form capable of being converted into written, typed, or printed form. Upon leaving office, each officer, employee, or agent of the Corporation/Organization shall turn over to his or her successor or the Chair of the Board in good order, such corporate/organization monies, books, records, minutes, lists, documents, contracts or other property of the Corporation/Organization as have been in the custody of such officer, employee, or agent during his or her term of office.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the

Corporation/Organization and each of its subsidiary corporations/organizations. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts of documents.

**Preparation of Annual Financial Statements** The Corporation/Organization shall prepare annual financial statements using generally accepted accounting principles. The Corporation/Organization shall make these financial statements available to the Mississippi Attorney General and members of the public for inspection no later than 60 days after the close of the fiscal year to which the statements relate if required by law.

### **Reports**

The Board shall ensure an annual report is sent to all directors within 60 days after the end of the fiscal year of the Corporation/Organization, which shall contain the following information:

- a) The assets and liabilities, including trust funds, of this corporation at the end of the fiscal year.
- b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- c) The expenses or disbursements of the Corporation/Organization for both general and restricted purposes during the fiscal year.
- d) The information required by Non-Profit Corporation Act concerning certain self-dealing transactions involving more than \$50,000 or indemnifications involving more than \$10,000 which took place during the fiscal year.

The report shall be accompanied by any pertinent report from an independent accountant or, if there is no such report, the certificate of an authorized officer of the Corporation/Organization that such statements were prepared without audit from the books and records of the Corporation/Organization.

## **ARTICLE 11 – FISCAL YEAR**

The fiscal year for this Corporation/Organization shall end on December 31.

## **ARTICLE 12 – AMENDMENTS AND REVISIONS**

These bylaws may be adopted, amended, or repealed by the affirmative vote of two-thirds of the directors then in office. Such action is authorized only at a duly called and held meeting of the Board of Directors for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefore, is given in accordance with these bylaws. If any provision of these bylaws requires the vote of a larger portion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed unless by that greater vote.

### **ARTICLE 13 – CORPORATE/ORGANIZATION SEAL**

The Board of Directors may adopt, use, and alter a corporate/organization seal. The seal shall be kept at the principal office of the Corporation/Organization. Failure to affix the seal to any corporate/organization instrument, however, shall not affect the validity of that instrument.

### **ARTICLE 14 – CONSTRUCTION AND DEFINITIONS**

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Non-Profit Corporation Act as amended from time to time shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a Corporation/Organization as well as a natural person. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible (i) the remainder of these bylaws shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

CERTIFICATE OF SECRETARY

I, Donna Martin, certify that I am the current elected and acting Secretary of the benefit Corporation/Organization, and the above bylaws are the bylaws of this Corporation/Organization as adopted by the Board of Directors on August 19, 2020, and that they have not been amended or modified since the above.

**EXECUTED** on this 17 day of October, in the County of Hancock in the State of Mississippi.

*Donna C. Martin*

Donna Martin, Secretary

ATTEST:

*Bernadette Cullen*

Bernadette Cullen, Chairman of the Board

*Basil Kennedy*

Basil Kennedy, Treasurer



1-B

MUSEUM AGREEMENT

THIS MUSEUM AGREEMENT (this "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_ 2015 (the "Effective Date") by and between the CITY OF WAVELAND, MISSISSIPPI, a municipal corporation duly organized under the laws of the State of Mississippi (the "City") and the Hancock County Community Development Foundation, a 501(c)(3) corporation (the "Foundation").

RECITALS

- A. WHEREAS, the City of Waveland, Mississippi ("Waveland" or "City"), a Mississippi municipal corporation operating under special charter, and the Hancock County Community Development Foundation ("Foundation"), a Mississippi non-profit corporation registered with the Mississippi Secretary of State and operating as an economic development non-profit entity, have each evaluated the mutual benefits and the community benefits to be derived from cooperation between them in the area of strategic planning for and operation of Waveland's Ground Zero Museum and ownership of certain displays and chattels;
- B. Whereas, the City and the Foundation have historically cooperated regarding the operation and administration of Waveland's Ground Zero Museum ("Museum") without the benefit of a written agreement;
- C. WHEREAS, the City owns the Waveland Civic Center, located at 335 Coleman Avenue, Waveland, MS, 39576 which houses Waveland's Ground Zero Museum;
- D. WHEREAS, Waveland's Ground Zero Museum is a department and arm of the City under its control and authority;
- E. WHEREAS, the Foundation acts as an umbrella organization for the Ground Zero Museum Board ("Board") which intends to act as a fund raising arm of the Museum and act as a owner and conservator of certain identified donations, acquisitions and artifacts;
- F. WHEREAS, the Foundation raises funds to secure exhibits, displays and equipment to support the mission of the Museum;
- G. WHEREAS, the City and the Foundation desire to enter into this Agreement to set forth certain rights and obligations of the Foundation and the City with respect to the Museum operation and exhibits and artifacts associated therewith;

Really?

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.
- 2. This Agreement shall commence upon the valid signature of the last signing party and shall expire upon the last day of the term of the current Board of Mayor and Aldermen, which is December \_\_\_\_, 201\_\_. The Foundation understands that no agreement made by the current Board is binding on successor boards. This agreement may be extended for a term of up to four (4) years if approved by a vote of the successor Board of Mayor and Aldermen by a vote at their first meeting.
- 3. This Agreement may be terminated at any time by either party by providing five days written notice. Neither party shall be entitled to, and hereby waives, claims for lost profits, damages, and expenses related to a termination of the Agreement under this clause.
- 4. The parties acknowledge that the Waveland Community Center is owned by Waveland and that the renting of space to the Foundation is not contemplated.
- 5. The parties acknowledge that the operations and management of the Museum will be under the direct control of the City of Waveland. Waveland will have the final authority for deciding operation hours and policies, which objects will be exhibited and how, and all other matters

related to the daily operation of the Museum.

6. It is contemplated by the parties that the Foundation will loan to the City exhibits which the Foundation owns, or has a loan agreement with a third party, for display in the City Museum located in the Civic Center at no cost to the City. The term "loan" in this Agreement does not involve a transfer of title.
7. The parties acknowledge that the Foundation will fund raise for objects, exhibits, and artifacts to be displayed in the Museum.
8. It is understood that the City may also fund raise, support and publicize activities of the Museum, and seek new exhibits, artifacts, and displays for the Museum.
9. The parties acknowledge that the Foundation will own any new chattel donations and artifacts gathered and received by their efforts unless the donor specifically states an intent to make the donation directly to the City of Waveland.
10. There shall be put in a place by the Foundation a written acknowledgment for the donation of objects by third parties which will acknowledge the separate personality of the City and the Foundation. Such acknowledgment shall state that any donation made to the Foundation for the benefit of the Museum will not be a donation to the City and the City will have no title ownership to such donation.
11. The parties acknowledge that the Foundation, through the Board, has raised monetary funds under the name "Waveland's Ground Zero Museum" and "Ground Zero Museum." The City releases claim, if any, to such funds now existing and to future funds. However, in soliciting such funds it shall be made clear to all donors that funds solicited for the Foundation do not directly benefit the City of Waveland.
12. The Foundation is responsible for maintaining its own records regarding monetary and chattel donations, fund raising, and acquisition of assets.
13. The Foundation and the City agree that all objects currently located in the Museum have been inventoried by the parties and the objects are in acceptable condition with no findings of damage.
14. Attached to this Agreement is an Exhibit "A" which represents all the current objects, displays, and artifacts located in the Ground Zero Museum. The parties agree that the items highlighted in yellow are owned by the Foundation. The City releases any ownership right to those objects, displays, and artifacts highlighted in yellow. All items not highlighted will remain the property of the City.
15. The Foundation agrees to loan to the City those objects, displays, and artifacts highlighted in yellow in Exhibit "A" in accordance with the terms of this Agreement.
16. The Parties acknowledge that there should be in place a procedure for the City and the Foundation to memorialize acceptance of the loan of future items to be displayed. In the event that a new item is displayed in the Museum, a representative of the Foundation will present to the Mayor and Board of Aldermen for the City of Waveland a letter of offer to loan the item. This letter will be placed on the City's agenda for Board approval of acceptance of the loan. This letter shall state any restrictions, limitations, or conditions of the loan; any special maintenance requirements of the item; the term of the loan; and a statement that the item is owned by a clear and unrestricted title by the Foundation.
17. The City is under no obligation to accept any item or artifact offered for loan to display in the Museum.
18. Damage or loss of objects during the loan period must be reported by the City in writing to the person designated for contact for the Foundation in this Agreement.
19. Should the City decide to relocate the Museum to a different location, the City will obtain written permission from the Foundation prior to relocation.

20. The Foundation and the City may mutually consent in writing to utilize exhibits, displays, and artifacts on loan to the City for temporary "off site" exhibitions on behalf of the Museum to generate additional visitor traffic and interest in the Museum. The City will not be obligated to provide insurance on items removed from the Civic Center.
21. Should the City decide to close the Museum, all items loaned to the City by the Foundation shall be made available for return to the Foundation within a reasonable time, not to exceed seven (7) calendar days.
22. Objects on loan will be made available for return within seven (7) calendar days to the Foundation when the loan period expires or this Agreement is terminated.
23. The City may add other objects, displays, and artifacts to the Museum that would be in addition to the Ground Zero Hurricane Museum. Items that would be Hurricane Katrina related would be considered a display of the Ground Zero Museum. ~~Other displays that are not related to Hurricane Katrina would be considered exhibited under a separate titled museum.~~ *OR OTHER HURRICANES OR HISTORIC ART EDUCATION*
24. All photography, reproduction, or replication of borrowed objects are approved by the Foundation.
25. The City agrees to obtain an insurance policy that provides coverage for losses of loaned items from the Foundation displayed in the Civic Center and name the Foundation as an additionally insured on its insurance policy.
26. Neither the Foundation nor its employees, agents, volunteers or representatives shall be deemed or considered employees of Waveland or entitled to claim any employment or other benefit from Waveland.
27. Neither party is authorized or empowered to act as an agent of the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.
28. The parties acknowledge that operation of the Museum in the Waveland Civic Center on Coleman Avenue is a fundamental and primary consideration of the City to the release of any claim of potential ownership to existing exhibits, artifacts and other donations. Accordingly, the parties agree that Waveland's Ground Zero Museum, and exhibits associated therewith, shall operate and remain within the Waveland Civic Center premises unless otherwise contemplated by this Agreement.
29. The parties further acknowledge that a release of claims for past actions is a fundamental and primary consideration of the City to the release of any claim of potential ownership to existing exhibits, artifacts, and/or other donations. Accordingly, the parties mutually agree to the following:
  - A. The Parties, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the operation of Waveland's Ground Zero Museum prior to this Agreement.
  - B. This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach

of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs and attorneys fees related to or arising from past interactions between the parties.

C. The Parties acknowledge that this Agreement may not be construed as an admission of liability by either party and is not to be construed as an admission of any wrongful, tortious or unlawful activity by any representative of either party.

30. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

31. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

32. This Agreement shall be construed in accordance with the laws of the State of Mississippi.

33. No amendment or modification of this Agreement shall be valid or effective unless made in writing and approved by the City of Waveland Mayor and Board of Aldermen and a Foundation representative.

34. Nothing contained in this Agreement shall be construed to permit either party to assign any of its rights or delegate any of its duties under this Agreement and any such assignment is expressly prohibited unless consented to by all parties in writing.

35. The persons executing below represent that he/she has the authority to bind the entity indicated.

36. The Foundation acknowledges and understands that the existence of the Hancock County Economic Development Foundation as a non-profit economic development entity registered with the Mississippi Secretary of State is an express term of this agreement. The Foundation agrees to notify the City if there is a change in nonprofit status or if the relationship between the Foundation and the Museum Board is terminated.

37. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

To the Foundation:

To the City of Waveland:

Lisa Planchard, City Clerk  
City of Waveland, Mississippi

301 Coleman Avenue

Waveland, Mississippi 39576

Tel. (228) 467-4134

IN WITNESS WHEREOF, under the terms and conditions and acknowledging the mutual consideration contained herein, the City of Waveland, Mississippi does hereby under its hand on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2015 enter this Agreement with the  
Hancock County Community Development Foundation, effective on the \_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
CITY OF WAVELAND, MISSISSIPPI

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

\_\_\_\_\_  
Mike Smith, Mayor, by and through the  
authority of the Board of Mayor and  
Aldermen of \_\_\_\_\_  
City of Waveland, Mississippi

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

\_\_\_\_\_  
Hancock County Economic Community Foundation

- Issue of appointment of two members at large to the museum board

1-C

### Information copy. Do not send to

Form **990-N**

Department of the Treasury  
Internal Revenue Service

**Electronic Notice (e-Postcard)**

For Tax-Exempt Organizations not Required To File Form 990 or 990-E

**A** For the 2022 calendar year, or full year beginning 01/01/2022 and ending 12/31/2022.

**B** Check if applicable **C** Name of organization: **Wavelands Ground Zero H**

**D** Terminated, Out of Business **E** EIN: **330 COLEMAN AVE WAWELAND Mississippi 39578 Un States**

**E** Does receipt are normally \$50,000 or less

**F** Website: **F** Name of Principal Officer: **David Kennedy**

**638 W Beach Blvd Bay Saint Louis Mississippi 39620 Unites States**

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the United States. You are required to give us the information. We need it to ensure that you are complying with

The organization is not required to provide the information requested on a form that is subject to the Paperwork Reduction Act (44 CFR 101.71) if the organization is not required to file the form or the instructions must be filed with the organization in the administration of any Internal Revenue law. The rules governing the conditions in code 2500 (EOL).

The time needed to complete and file this form and related schedules will vary depending on individual circumstances. The average time is 15 minutes.

Note: This message is provided for your records only. Do NOT mail this page to the IRS. The IRS will not accept your Form 990-N (e-Postcard) electronically.



Form 990-N

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury  
Internal Revenue Service

For Tax-Exempt Organization not Required to File Form 990 or 990-EZ \*

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning 2020-01-01 and ending 2020-12-31

B Check if applicable:

Terminated for noncompliance

Gross receipts are annually \$50,000 or less

C Name of Organization: WAVELANDS GROUND ZERO

HURRICANE MUSEUM INC

333 Coleman Ave, Waveland,

MS, US, 39576

D Employer Identification

Number 65-2547286

E Website:

F Name of Principal Officer: BERNADETTE CULLEN

216 JEFF DAVIS AVE,

Waveland, MS, US, 39576

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average time is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Expense Summary - All Enterprises

2019 Budget

et Inc	Budget Exp
1000.00	
5000.00	
1700.00	
1800.00	
	900.00
	200.00
	100.00
	200.00
	2000.00
0.00	500.00
	1000.00
	500.00
	1800.00
	50.00
	500.00
	100.00
	200.00
	300.00
	400.00
	700.00
	1000.00
9300.00	9550.00

↙ 9300.00 / 9550.00 ↘

2020 Budget Summary - All Categories

2020 Budget		YTD Budget	
Budget Inv.	Budget Exp.	Var.	
		0.00	Dues
4000.00		-3334.25	Cash Contributions
1100.00		-7800.00	Grants
1700.00		-1700.00	Hem Fair
1400.00		-1000.00	Christmas Dinner
	500.00	500.00	Kalina Klamodal-Soni
		0.00	Christmas Open House
		145.17	
		2327.00	
	200.00	200.00	Miscellaneous
	100.00	100.00	Operating Expenses
	200.00	200.00	Maint. And Repair
	2000.00	1875.00	Advertising and Market
	400.00	400.00	Office Supplies
	1000.00	1000.00	Exhibit Purchases
	500.00	500.00	Exhibit Maintenance
	1000.00	1000.00	IT Expenses
	80.00	80.00	Postage
	500.00	500.00	Decorations
		0.00	Meetings and Conferen
	200.00	200.00	Membership Fees
		0.00	Miscellaneous Event E
		0.00	Annual Report
		0.00	Unallocated Expenses
		0.00	Gifts for Donors
		0.00	
		-17.17	
		-51.25	
	300.00	300.00	Volunteer Appreciation
	750.00	750.00	HGCCF Fees
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	
		0.00	Prepaid Credit Card
		0.00	
		0.00	
24000.00	4300.00	-2012.54	Totals - All Categories
Beginning Bal		0.00	
Proposed cash in		14000.00	
Total funds available		14000.00	
Projected cash expenses		6200.00	
Net funds at end of yr.		6500.00	

Budget	YTD Budget	
Budget Exp.	Var.	
	1000.00	Over
	2077.09	Cash Contributions
	-4000.00	Grants
	0.00	Hot Food
	-1000.00	Christmas Bazaar
	300.00	Kathia Memorial Serv
	0.00	Christmas Open House
	0.00	
	500.00	
X	0.00	Miscellaneous
	500.00	Operating Expenses
	300.00	Travel And Repair
	3000.00	Advertising and Market
	400.00	Office Supplies
	500.00	Exhibit Purchases
	500.00	Exhibit Maintenance
	2000.00	IT Expenses
	50.00	Postage
	500.00	Decorations
	0.00	Meetings and Conferences
	200.00	Membership Fees
	0.00	Miscellaneous Event E
	0.00	Annual Report
	0.00	Unallocated Expenses
	0.00	Gifts for Doctors
	2500.00	
	50.00	
	50.00	
	300.00	Volunteer Appreciation
	0.00	HOPEF Fees
	-20.25	
	0.00	
	-30.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	Prepaid Credit Card
	0.00	
	0.00	
C	12,150.00	Total - All Categories

Bl	3667.42
US in	10000.00
variable	20787.42
US expenses	12150.00
end of yr.	8897.42

99 Summary - All Enterprises

122 Budget

Category	Income	Expense	Bud var	
Don	10000	0	(1,478.01)	Dues+AR10:ASAR10:AS50
Cash Cont	4,800.00	0	(774.06)	Cash Contributions
Grant	-	0	-	Grants
MP Grant	3,500.00	0	-	Hem Fest
Christmas	-	0	-	Christmas Bazaar
Christmas Ma	-	0	-	Kathina Memorial Service
Christmas	-	0	-	Christmas Open House
RP Grant	18500	30000	(215.14)	-
Memorials	-	0	-	-
miscellane	-	0	-	Miscellaneous
Printing	-	1000	(254.50)	Operating Expenses
Maint. And	-	300	(84.25)	Maint. And Repair
Advertising	-	1000	(27.00)	Advertising and Marketing
Supplies	-	1000	327.03	Office Supplies
Exhibition	-	0	-	Exhibit Purchases
Exhibition	-	0	-	Exhibit Maintenance
Expenses	-	1500	150.00	IT Expenses
Postage	-	50	50.00	Postage
Decorations	-	100	100.00	Decorations
Meetings	-	729.51	-	Meetings and Conferences
Membersh	-	415	-	Membership Fees
Miscellane	-	152.28	-	Miscellaneous Event/Expense
Annual Re	-	250	250.00	Annual Report
Unallocated	-	0	-	Unallocated Expenses
Gifts for Do	-	0	-	Gifts for Donors
	-	0	-	
Bank Serv	-	50	4.42	
	-	0	-	
Volunteer	-	300	158.18	Volunteer Appreciation
HCCCF Fe	-	0	-	HCCCF Fees
Medical	-	50	(26.00)	
Consulting	-	0	-	
Memorials	-	0	(107.24)	
Travel Exp	-	0	-	
Selling ex	-	0	-	
Temporary	-	0	-	
Temporary	-	0	-	
	-	0	-	Prepaid Credit Card
	-	0	-	
Travel exp	-	0	-	
Gifts - All	36,600.00	35845.79	-1005.20	

total of 1 (46,79)

Income and Expense Summary - All Enterprises

2023 Budget

Category	Income	Expense
Dues	1,000.00	-
Cash Contributions	5,500.00	-
Grants	6,000.00	-
DMR Grant		-
Christmas Bazaar	-	-
Katrina Memorial Service	-	-
Christmas Open House	-	-
	-	-
Miscellaneous	-	-
Operating Expenses	-	2,000.00
Maint. And Repair	-	500.00
Advertising and Marketing	-	2,000.00
Office Supplies	-	1,000.00
Exhibit Purchases	-	12,000.00
Exhibit Maintenance	-	1,000.00
IT Expenses	-	1,800.00
Postage	-	50.00
Decorations	-	300.00
Meetings and Conferences	-	1,000.00
Membership Fees	-	500.00
Miscellaneous Event Expense	-	300.00
Annual Report	-	-
Unallocated Expenses	-	-
Gifts for Donors	-	-
	-	60.00
	-	1,200.00
Volunteer Appreciation	-	200.00
HCCCF Fees	-	-
	-	75.00
	-	-
	-	300.00
	-	-
	-	-
	-	-
	-	-
Prepaid Credit Card	-	-
	-	-
	-	-
<b>Dues</b>	<b>12,500.00</b>	<b>23,985.00</b>

excess of revenues over expenses (11,485.00)  
 beginning check bal 14,688.11  
 ending balance 3,203.11

We OPERATED UNDER  
 the Com. Dev. Fund -  
 UNTIL 8-27-20

Income and Expense Summary - All Expenses

	2017 Actual		2018 Actual		2019 Actual
	Total Expenses	Total Revenue	Total Expenses	Total Revenue	
Salaries	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Contractors	500.00	500.00	500.00	500.00	500.00
Materials	200.00	200.00	200.00	200.00	200.00
Travel	100.00	100.00	100.00	100.00	100.00
Utilities	150.00	150.00	150.00	150.00	150.00
Insurance	300.00	300.00	300.00	300.00	300.00
Professional Fees	250.00	250.00	250.00	250.00	250.00
Office Supplies	100.00	100.00	100.00	100.00	100.00
Depreciation	50.00	50.00	50.00	50.00	50.00
Interest	20.00	20.00	20.00	20.00	20.00
Other	10.00	10.00	10.00	10.00	10.00
<b>Total</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>

	2017 Actual		2018 Actual		2019 Actual
	Total Expenses	Total Revenue	Total Expenses	Total Revenue	
Salaries	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Contractors	500.00	500.00	500.00	500.00	500.00
Materials	200.00	200.00	200.00	200.00	200.00
Travel	100.00	100.00	100.00	100.00	100.00
Utilities	150.00	150.00	150.00	150.00	150.00
Insurance	300.00	300.00	300.00	300.00	300.00
Professional Fees	250.00	250.00	250.00	250.00	250.00
Office Supplies	100.00	100.00	100.00	100.00	100.00
Depreciation	50.00	50.00	50.00	50.00	50.00
Interest	20.00	20.00	20.00	20.00	20.00
Other	10.00	10.00	10.00	10.00	10.00
<b>Total</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>

	2017 Actual		2018 Actual		2019 Actual
	Total Expenses	Total Revenue	Total Expenses	Total Revenue	
Salaries	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Contractors	500.00	500.00	500.00	500.00	500.00
Materials	200.00	200.00	200.00	200.00	200.00
Travel	100.00	100.00	100.00	100.00	100.00
Utilities	150.00	150.00	150.00	150.00	150.00
Insurance	300.00	300.00	300.00	300.00	300.00
Professional Fees	250.00	250.00	250.00	250.00	250.00
Office Supplies	100.00	100.00	100.00	100.00	100.00
Depreciation	50.00	50.00	50.00	50.00	50.00
Interest	20.00	20.00	20.00	20.00	20.00
Other	10.00	10.00	10.00	10.00	10.00
<b>Total</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>	<b>3,030.00</b>

WLT OPERATED W/ W O-EL  
 Below  
 W N TUB  
 8-27-20

- duplicate -

Description	2017 Actual		2018 Actual		2019 Actual	
	Capital Expenditures	Operating Expenses	Capital Expenditures	Operating Expenses	Capital Expenditures	Operating Expenses
Depreciation	100	100	100	100	100	100
Amortization	100	100	100	100	100	100
Provision for doubtful accounts	100	100	100	100	100	100
Goodwill impairment	100	100	100	100	100	100
Restructuring costs	100	100	100	100	100	100
Other non-recurring	100	100	100	100	100	100
Other	100	100	100	100	100	100
<b>Total</b>	<b>400</b>	<b>400</b>	<b>400</b>	<b>400</b>	<b>400</b>	<b>400</b>



Hancock County Community Development Foundation

Profit & Loss by Class

January 1 through August 25, 2020

	<u>F Ground Zero Hurricane</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
400 - Fund & Program Revenue	11,853.00	11,853.00
Total Income	<u>11,853.00</u>	<u>11,853.00</u>
Gross Profit	11,853.00	11,853.00
Expense		
6670 - Fund & Program Expense		
6235 - Transaction & Fund Fees Expense	750.00	750.00
6670 - Fund & Program Expense - Other	<u>3,016.33</u>	<u>3,016.33</u>
Total 6670 - Fund & Program Expense	<u>4,366.33</u>	<u>4,366.33</u>
Total Expense	<u>4,366.33</u>	<u>4,366.33</u>
Net Ordinary Income:	<u>7,486.67</u>	<u>7,486.67</u>
Net Income	<u>7,486.67</u>	<u>7,486.67</u>

Final From HCCDF

*PROFIT  
to INCORPORATION*



# Michael Watson

SECRETARY OF STATE

## Waveland's Ground Zero Hurricane Museum, Inc.

### Purpose

support of museum expenses, purchase/maintenance of exhibits, education of public

### Filing Information

Filing Number: 100033430  
Filing Status: Current - Registered  
Initial Date Filed:  
Expiration Date: 05/15/2024

### Address

335 Coleman Ave.  
Waveland, MS 39576

### Contact Information

Registered Name: Waveland's Ground Zero Hurricane Museum, Inc. D/B/A Waveland's Lili Stahler-Murphy Ground Zero Hurricane Museum  
Business Phone: 1-228-467-9012  
Web Address: <https://www.wavelandgroundzero.com/>

## Financial Information

### Fiscal Year: 12/31/2022

	Amount:	Percent:
Total Revenue	\$ 39,053.00	
Total Expenses	\$ 36,530.00	
Program Services Expenses	\$ 31,603.00	87%
Fund Raising Expenses	\$ 0.00	0%
Administrative Expenses	\$ 4,927.00	13%
Other Expenses	\$ 0.00	

**Fiscal Year: 12/31/2021**

	Amount:	Percent:
Total Revenue	\$ 16,360.00	
Total Expenses	\$ 8,081.00	
Program Services Expenses	\$ 7,486.00	93%
Fund Raising Expenses	\$ 0.00	0%
Administrative Expenses	\$ 595.00	7%
Other Expenses	\$ 0.00	

**Fiscal Year: 12/31/2020**

	Amount:	Percent:
Total Revenue	\$ 8,986.00	
Total Expenses	\$ 5,098.00	
Program Services Expenses	\$ 4,855.00	95%
Fund Raising Expenses	\$ 0.00	0%
Administrative Expenses	\$ 243.00	5%
Other Expenses	\$ 0.00	

Date of this notice: 08-17-2020

Employer Identification Number:  
35-2547286

Form: 55-4

Number of this notice: CP 575 A

NAVELANDS GROUND ZERO HURRICANE  
MUSEUM INC  
1 BASIL KENNEDY  
335 COLEMAN AVE  
NAVELAND, MS 39576

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 35-2547286. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 539, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

WAVELANDS GROUND ZERO HURRICANE  
MUSEUM INC  
C/O BASIL KENNEDY  
335 COLEMAN AVE  
WAVELAND, MS 39576-0000

Date:  
10/07/2020  
Employer ID number:  
65-2547266  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
509(a)(2)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
August 19, 2020  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLR:  
26053634001440

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947 (Rev. 2-2020)  
Catalog Number 35152P



**Michael Watson**  
SECRETARY OF STATE

P.O. BOX 136  
JACKSON, MS 39205-0136

TELEPHONE: (601) 358-1599

## Mississippi Charitable Registration Summary

### Filer Information

EIN: 85-2547286  
Organization Name: Waveland's Ground Zero Hurricane Museum, Inc.  
Phone: (228) 467-5012  
Email: bk4348@yahoo.com

### Address

Mailing: 335 Coleman Ave.  
Waveland, MS 39576  
County: Hancock

### Charity Contact

Basil Kennedy  
638 N. Beach Blvd.  
Bay St Louis, MS 39520  
Email: bk4348@yahoo.com

### Has organization or any of its officers, directors, employees or fund raisers:

- Registered or applied for registration or exemption from registration from any other state
- Had its fundraising activities denied, revoked, or suspended by the Secretary of State or any other state or jurisdiction
- Entered into an assurance or voluntary discontinuance or agreement with any state, jurisdiction, or federal agency

Date of Incorporation: 08/18/2020

State of Incorporation: MS

### IRS Tax Exempt

The organization  has  has applied for Federal Tax Exempt Status  
 Has tax exempt status ever been denied, revoked, or modified

Tax Exempt Status: 501(c)(3)

Date of IRS Letter of Determination: 10/07/2020

### Methods of Solicitations

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Mail   | <input checked="" type="checkbox"/> Telephone      | <input checked="" type="checkbox"/> Personal Contact       |
| <input type="checkbox"/> Radio/TV Appeals  | <input checked="" type="checkbox"/> Special Events | <input checked="" type="checkbox"/> Newspaper/Magazine Ads |
| <input checked="" type="checkbox"/> Online | <input type="checkbox"/> Bingo                     | <input checked="" type="checkbox"/> Other                  |

brochures

### NTEE Code(s)

A - Arts, Culture, Humanities

### Purposes and programs of the organization and those for which funds are solicited

support of museum expenses, purchase/maintenance of exhibits, education of public

**Person Authorized to Receive Service of Process**

A Registered Agent has been designated who has an office in Mississippi and is authorized to receive Service of Process.

Basil Kennedy  
638 N. Beach Blvd.  
Bay St Louis, MS 39520

Phone: (228) 216-5527  
Email: bk4348@yahoo.com

**Two Officers, Board of Directors, or Trustees**

Basil Kennedy  
Treasurer

638 N. Beach Blvd.  
Bay St Louis, MS 39520  
Phone: (504) 338-3021  
Email: bk4348@yahoo.com

Bernadette Cullen  
President

216 Jell Davis Ave  
Waveland, MS 39576  
Phone: (504) 338-3021  
Email: tcbbcullen@yahoo.com

**Related Parties**

Are any of the organization's officers, directors, trustees or employees related by blood, marriage, or adoption to:

- Any other officer, director, trustee or employee
- Any officer, agent, or employee of any fundraising professional firm under contract to the organization
- Any officer, agent, or employee of a supplier or vendor firm providing goods or services to the organization
- Does the organization's officers, directors, trustees or employees, or anyone holding a financial interest in the organization have a financial interest in a business described above OR serve as an officer, director, partner or employee of a business described above
- Have any of the organization's officers, directors, or principal executives been convicted of a felony OR misdemeanor involving misrepresentation, misapplication or misuse of the money or property of another and maintains a position where he or she has access to or control over the funds of the charitable organization

**Responsible Parties**

**Custody of Funds**

Bernadette Cullen  
Basil Kennedy

**Distribution of Funds**

Bernadette Cullen  
Basil Kennedy

**Custody of Financial Records**

Basil Kennedy

**Check Signers**

Donna Martin  
Bernadette Cullen  
Basil Kennedy

**Bank(s)**

The Peoples Bank of Biloxi

152 Lemay St  
Biloxi, MS 39530  
Phone: (228) 435-6511

**Organization Support and Interest**

- The organization receives financial support from other non-profit organizations (foundations, public charities, combined campaigns, etc.)

*Explanation:* Hancock County Community Development Foundation—Hancock County Tourism

- The organization shares revenue or governance with any other non-profit organization.
  - Any other person or organization owns a 10% or greater interest in your organization OR your organization owns a 10% or greater interest in any other organization
-



# FINANCIAL REPORT

Fiscal Year End: 12/31/2019

## Receipts and Income

### Contributions

<i>Project/Source</i>		
Public Support	\$ 5,840.00	
Fund-Raising Events	\$ 7,607.00	
<b>SubTotal Contributions</b>		<b>\$ 13,447.00</b>

### Other Income

Membership Dues	\$ 1,069.00	
<b>SubTotal Other Income</b>		<b>\$ 1,069.00</b>

**TOTAL RECEIPTS AND INCOME** **\$ 14,416.00**

### Expenses

<i>Program Services</i>		<b>\$ 22,830.00</b>
Public Education	\$ 0.00	
exhibits	\$ 22,830.00	
<b>Administration (Management and General)</b>		<b>\$ 6,177.00</b>
<b>Fundraising</b>		<b>\$ 11,047.00</b>

**TOTAL EXPENSES** **\$ 40,054.00**

### Signatures

**Waveland Ground Zero Board of Directors and Officers 2023**

<b>Name:</b>	<b>Address:</b>
<b>Basil Kennedy</b> Incorporator	<b>638 N. Beach Blvd</b> <b>Bay St. Louis, MS 39520</b>
<b>Bernadette Cullen</b> Director, President, Chairman	<b>216 Jeff Davis Ave</b> <b>Waveland, MS 39576</b>
<b>Basil Kennedy</b> Director, Treasurer	<b>638 N. Beach Blvd</b> <b>Bay St. Louis, MS 39520</b>
<b>Donna Martin</b> Director, Secretary	<b>206 Nicholson Ave</b> <b>Waveland, MS 39576</b>
<b>Rick Hill</b> Director	<b>509 Meadow Lane</b> <b>Waveland, MS 39576</b>
<b>Maurice Singleton</b> Director	<b>443 Easterbook</b> <b>Bay St. Louis, MS 39520</b>
<b>Donald Murphy</b> Director	<b>511 Jeff Davis Ave</b> <b>Waveland, MS 39576</b>
<b>John M. Dumoulin</b> Director	<b>242 St. Charles</b> <b>Bay St. Louis, MS 39520</b>
<b>Ashley Ladner</b> Director	<b>Bay St. Louis, MS 39520</b>

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:

Jay Trapini

Mayor

330 Coleman Ave

Waveland, MS 39576

Kathy Brooks

Museum Director

121 Yarborough Pl.

Waveland, MS 39576

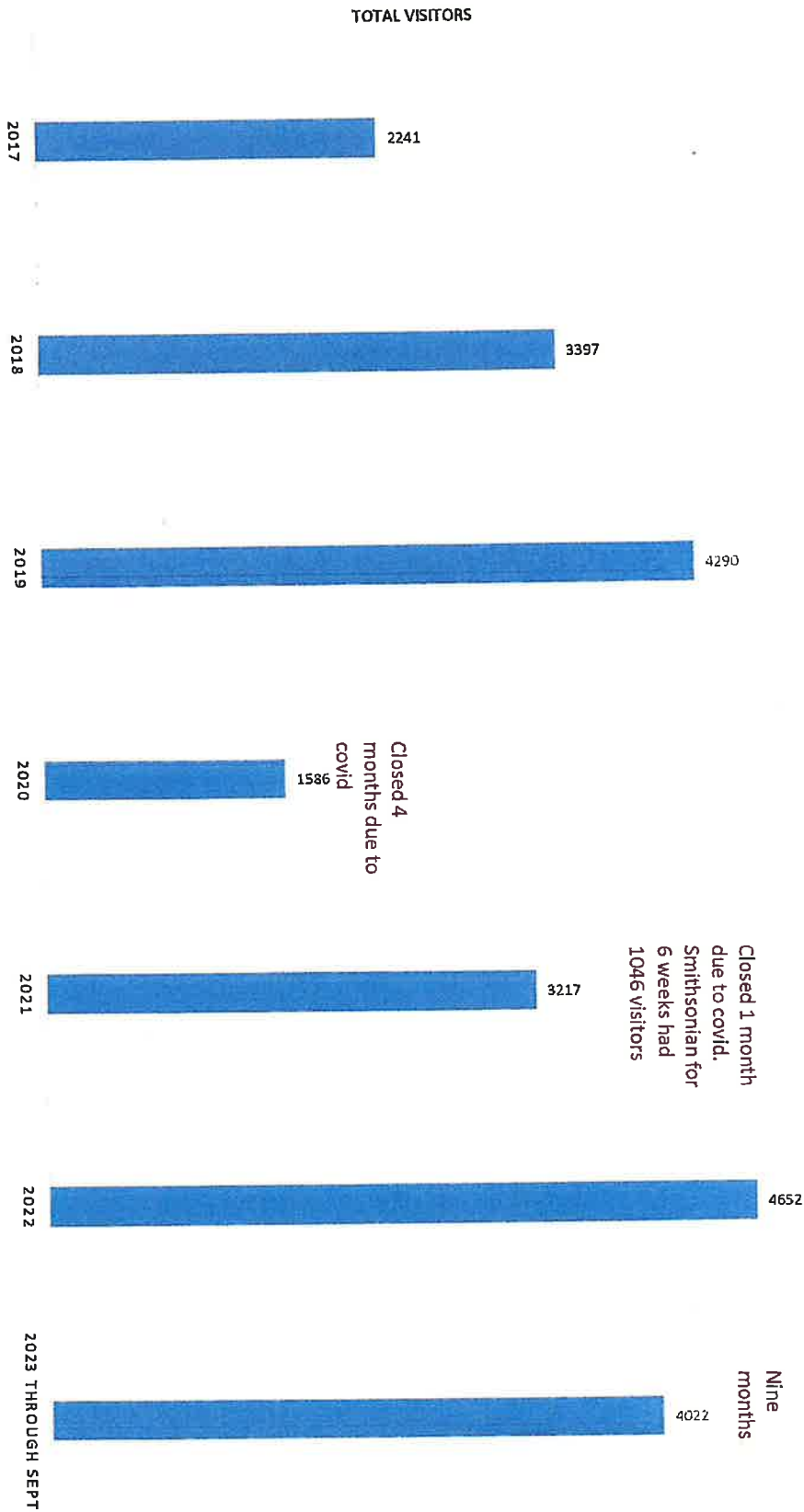
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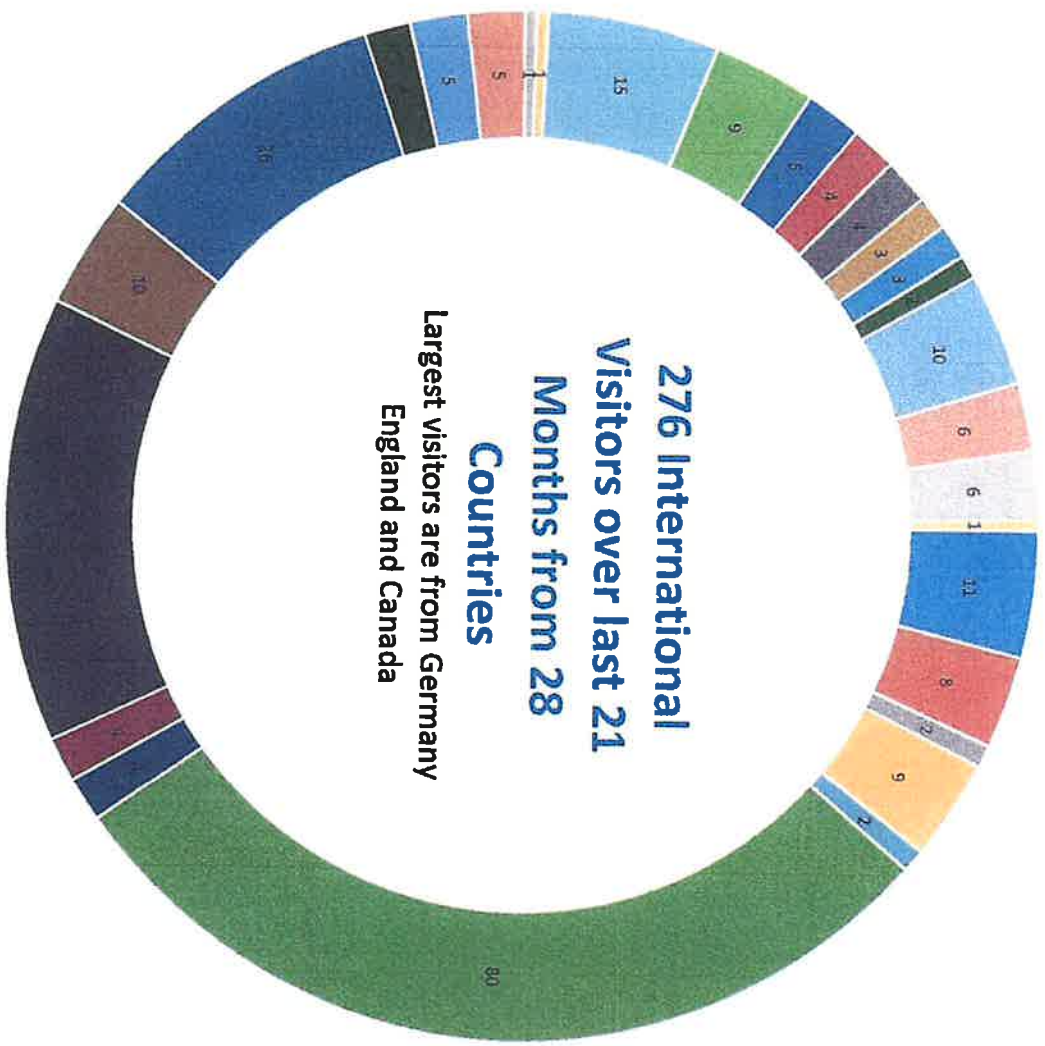
## VISITOR COUNT BY YEAR

23,405 TOTAL SINCE 2017



**276 International  
Visitors over last 21  
Months from 28  
Countries**

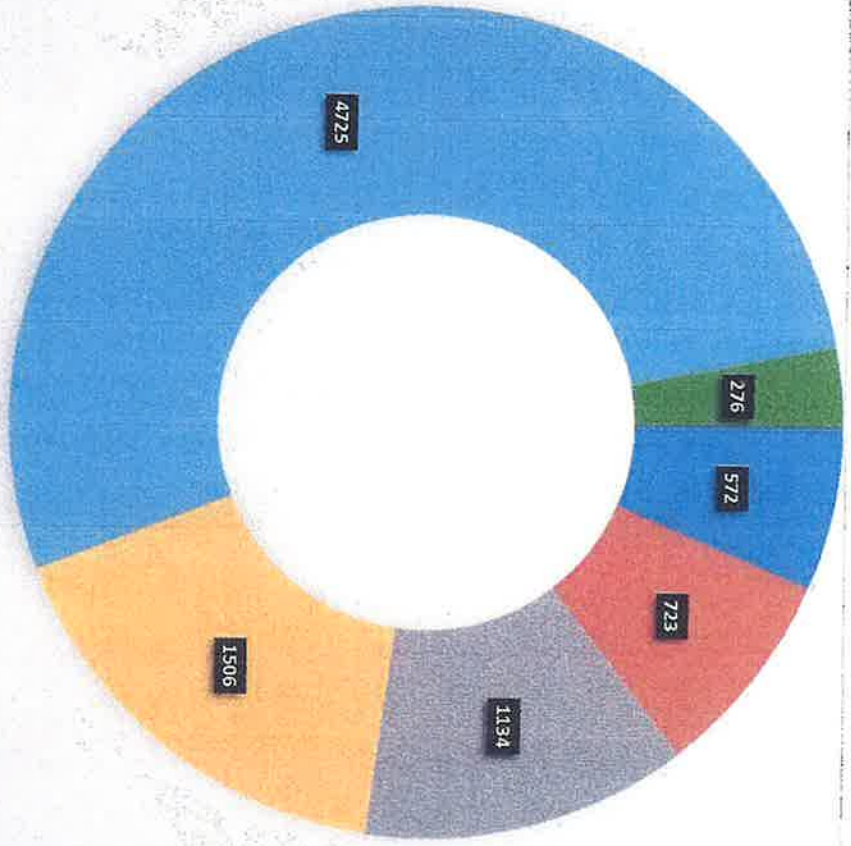
Largest visitors are from Germany  
England and Canada



- Australia
- Austria
- Belgium
- Belize
- British Columbia
- Canada
- Dubai
- Ecuador
- England
- France
- Germany
- Haiti
- Honduras
- Ireland
- Israel
- Italy
- Mexico
- Netherlands
- New Zealand
- Poland
- Puerto Rico
- Scotland
- Singapore
- South America
- Sweden
- Switzerland
- Tanzania

## Visitors over last 21 months by Origin

We have had 89336 visitors with the majority being from outside the US South (47225 or 53%)



- Waveland
- Hancock County
- Rest of MS
- US South
- Rest of US
- Foreign