



Mayor Depreo  
Councilmember Maher At-Large  
Councilmember Finley Ward 1  
Councilmember Liese Ward 2  
Councilmember Cumberland Ward 3  
Councilmember Clark Ward 4

**AGENDA**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, October 01, 2024**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

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**Call to Order.**

Invocation  
Pledge of Allegiance  
Roll Call  
Confirm or Adjust Agenda Order

**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held Tuesday, October 15, 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. The 12th Annual Blessing of the Classics will be Wednesday, October 9th from 1 p.m. - 7 p.m. at City Hall. Cruisers, live music and food on the Town Green. Cruisers' parade to the blessing circle will be from 4 p.m. - 5 p.m.
- c. Diamondhead Police Department's National Night Out will be held on Thursday, October 17, 2024 from 5:30 p.m. - 7:00 p.m. at City Hall.
- d. Proclamation White Cane Day

City Manager's Report.

Public Comments on Agenda Items.

Council Comments.

**Policy Agenda.**

**Minutes:**

1. Motion to approve the September 17, 2024 Regular Meeting Minutes.

**Resolutions:**

2. **2024-250:** Motion to adopt Resolution 2024-042 thereby establishing salaries and rates effective October 7, 2024 for Fiscal Year 2025.
3. **PUBLIC HEARING- 2024-252:** Motion to adopt Resolution 2024-043 thereby finding, determining and adjudicating that the residence at 8 Live Oak Court, Diamondhead, Mississippi is a menace to the public safety and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring property into compliance with city ordinances and for other related purposes. The property is located at 8 Live Oak Court, Parcel No. 132G-1-03-003.000 and the property owner is Pamela C. Picnot.

## Consent Agenda:

- 4.** **2024-248:** Motion to approve Change Order No. 1 to the contract with LJ Construction Inc. in the net amount of \$6,469.95 for a total contract amount of \$213,563.45 for Kolo Court Drainage Project.
- 5.** **2024-249:** Motion to approve FY25 Appropriation of Funding for the Metropolitan Planning Organization of the Mississippi Gulf Coast in the amount of \$3,810.00.
- 6.** **2024-251:** Motion to proclaim the local emergency commencing on or about September 10, 2024 as the result of Tropical/Hurricane Francine no longer necessary and further to proclaim the local emergency terminated.
- 7.** **2024-253:** Motion to amend Rostan Solutions, Inc. Task Order No. 4 (generator/sirens) to increase total compensation to \$35,000.00 and the performance period to March 26, 2025 and amend Task Order No. 5 (Residential Acquisition) to increase total compensation to \$85,000.00 and the performance period to March 26, 2025.
- 8.** **2024-254:** Motion to declare surplus property and proceed with proper disposal.
- 9.** **2024-255:** Motion to authorize the disposal of scrap metal and aluminum items via sale to SA Recycling, LLC.
- 10.** **2024-256:** Motion to approve amendment No. 1 for the Master Services Agreement work assignment in the amount of \$67,500.00 with Covington Civil and Environmental for the Turnberry Drainage Project.
- 11.** **2024-257:** Motion to approve amendment No. 1 for the Master Services Agreement work assignment in the amount of \$25,500.00 with Covington Civil and Environmental for the Kalae Way Drainage Project.
- 12.** **2024-258:** Motion to approve amendment No. 1 for the Master Services Agreement work assignment in the amount of \$95,000.00 with Covington Civil and Environmental for the Kaleki Way Drainage Project.
- 13.** **2024-260:** Motion to approve the amended and restated Grant Agreements with Mississippi Department of Environmental Quality.

## Action Agenda.

- 14.** **2024-259:** Motion to request the Mayor to provide the Council with copies of any and all evidence she has collected, reported and/or provided to state authorities including, but not limited to, the state auditor, attorney general, and ethics commission, regarding any alleged impropriety involving city administration, staff, and employees, as she announced via social media on 8/25/24. (Liese)

## Routine Agenda.

### Claims Payable

- 15.** Motion to approve Docket of Claims (DKT232164 - DKT232194) in the amount of \$120,578.91.

**Public Comments on Non-Agenda Items.**

**Council Closing Comments**

**Executive Session - If Necessary**

**Adjourn/Recess.**

*NOTE: THE CITY OF DIAMONDHEAD WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO SERVICES AND ACTIVITIES OF THE CITY. A WRITTEN REQUEST BY OR ON BEHALF OF QUALIFYING INDIVIDUALS SHALL BE SUBMITTED IN A TIMELY MANNER TO THE CITY CLERK.*



**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, September 17, 2024**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

**Call to Order.**

Mayor Depreo called the meeting to order at 6:02 p.m. via teleconference.

Invocation - Councilmember Liese

Pledge of Allegiance

Roll Call

**PRESENT**

Mayor Nancy Depreo via teleconference

Councilmember-At-Large Gerard Maher

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Austin Clark

**ABSENT**

Ward 1 Shane Finley

Confirm or Adjust Agenda Order

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to adjust the agenda adding the following resolutions:

- 2.a. 2024-245: PUBLIC HEARING** – Motion to adopt Resolution 2024-039 thereby finding, determining and adjudicating that the residence at 782 Hilo Court, Diamondhead Mississippi is a menace to the public, safety, and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring the property into compliance with city ordinances and for other related purposes. The property is located at 782 Hilo Court, Parcel No. 067Q-0-36-059.000 and the property owner is Stephen Parr.
- 2.b. 2024-246: PUBLIC HEARING** – Motion to adopt Resolution 2024-040 thereby finding, determining and adjudicating that the residence on Bayou Drive, Diamondhead Mississippi is a menace to the public, safety, and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring the property into compliance with city ordinances and for other related purposes. The property is located on Bayou Drive, Parcel No. 067M-1-35-284.000 and the property owner is Prominence Homes & Communities, LLC.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**



**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held Tuesday, October 1, 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Annual Paddle Paradise Event will be held Saturday, September 28th at the south side kayak launch. Participants may register in advance on the City's website or on-site registration beginning at 8:00 a.m. the morning of the event.
- c. Proclamation -White Cane Day
- d. Presentation - Brody Coat - Eagle Scout Project

City Manager's Report.

**CITY MANAGER REPORT**

September 17, 2024

- 1. MDOT Projects –MDOT progress has been slow due to the weather. The curbing for the South roundabout is being installed. The barricades have been removed and the ramp is now open. Residents need to continue to use caution when driving through the construction areas.
- 2. Park Ten Road – The contract is for 403 Calendar Days with a current end date of October 12<sup>th</sup>. Again, progress has stalled due to the weather. The contractor is working on the East end of the new roadway getting curbing, sidewalk, and irrigation installed.
- 3. Beaux Vue 2 – The new end date for this project is December 4<sup>th</sup>. Once materials are delivered to the site, the contractor will begin work.
- 4. Kaleki Way – The contractor has asked for a time extension on this agenda. The additional time is to allow them to repair the roadway that was damaged during this project.
- 5. Noma Drive Phase 1b – The contract is for 180 Calendar Days with a current end date of January 7<sup>th</sup>. The contractor is estimated to be 41% complete as of the current pay request. The engineer expects the project to be completed ahead of time. The new bulkhead is being installed and clearing for the comfort station and sidewalk has begun.
- 6. Kolo Court – A sewer line conflict has been identified requiring the installation of a steel casing. The contractor is requesting change order #01 which is on the agenda tonight for your approval. This change order will also add 12 additional days to the contract with a new end date of November 07, 2024. The contractor will be closing Bayou Drive Wednesday morning. It will remain closed until Friday afternoon. Residents will have to use the Bayou Place/Kapalama access road while the road is closed.
- 7. Turnberry Way – This project is for 120 days. The current end date is set for December 25, 2024. The contractor has started the dredging of the detention pond. This will increase the capacity of the pond by 4,325 CY.
- 8. Hilo Master Drainage – This contract is for 150 days. The current end date for this project is January 24, 2025. There are 4 sub-projects included within this contract. The contractor has not indicated at which location they will start. The city is currently waiting for a schedule for this project.

9. Ahuli Place Drainage – The contract for this project is for 120 days, with a current end date of December 25, 2024. The city is currently waiting for a schedule for this project.
10. Kalae Street – This project is for 90 days, with a current end date of November 25, 2024.
11. Coon Branch – Met with the engineer on Monday regarding the preliminary design for the project. We are working on a November date to advertise this project.
12. Noma Drive Dredging – The bids for this project are due on October 1<sup>st</sup>. The permit for this project is in place. We are waiting on the bids to determine if it is within the approved budget.
13. Jourdan River Boardwalk – We met on Monday with all agencies regarding the project. Permitting is progressing with all applications submitted. The engineer is working on the final design, once complete, it will be sent to the Mississippi Restoration Team and DEQ for approval.
14. Dog Park – The county has fully executed and recorded the Deed of Dedication regarding the road at the Diamondhead Clinic and Library Tract. The meeting with Ochsner had to be rescheduled due to the weather last week. I will follow back up with the council once we have our meeting.
15. Montjoy Creek – The USACE had a few follow-up questions regarding the permit. The engineering firm has responded to the request and is waiting on the final permits.
16. Kome Drive – The engineering firm expects to bid this project out in November. They are currently completing the drawings and will present them to the council in October.
17. Kalipekona Pond – The engineering firm also expects to bid this project out in November. This project will dredge the south end of the pond to remove sediment and install a new culvert under Kalipekona Way. This new culvert will lower the surface level of the pond to allow for more capacity in this detention area.
18. Canal Dredging – The grant agreement is in final review with MDEQ and will be sent to us by next month for approval. The engineer is finishing up the drawings and once the grant agreement is in place will request to advertise this project. The current expectation is November with construction scheduled to start in March/April of 2025.
19. Noma Drive Nature Trail – **No updated information this meeting.** The engineer presented the project to the council tonight.
20. Detention Ponds – **No updated information this meeting.** Engineer has completed design on this project and will provide them to public works to complete the dredging.
21. Pelican Cove Drainage Project – **No updated information this meeting.** Engineer has been provided with the work assignment and will begin the surveying on this project.

### **Email Request Received**

1. 7854 Maui Place – Councilmember contacted me about a sink hole forming and the ditch needing to be cleaned out to allow proper waterflow. A work order has been issued.
2. 7816 Koko Ct – Councilmember asked about this address and the ditch erosion in the area. Public Works has been to the site. The city engineer is surveying the area to determine the proper slope for public works to shape the drainage ditch.
3. 7446 Turnberry Drive – Councilmember asked to put rip rap to stabilize ditch bank and prevent the erosion. A work order has been issued.

4. 698 / 6910 Aukai Place – Councilmember asked about the drainage ditch in this area needing to be addressed. A work order has been issued.
5. Road Delineators – Several road delineators have broken. Public works has been informed and will replace as needed.
6. Bayou Circle – Councilmember asked for the median on Bayou Circle to be filled to prevent vehicles from receiving damage due to the drop off.
7. 6655 Golf Club Drive – Resident had water get into garage. A work order has been issued.
8. Diamondhead Lakes – Resident requested additional street signage. A work order has been issued.
9. Kalipekona Pond – Councilmember asked about the silt fencing on the new subdivision. I will have the building department check on this. The pond is scheduled to be dredged by the first of next year.
10. 9914 Pahoia Court – Councilmember asked about two goats in their yard along with a structure that he built to house them. We have addressed this issue with the resident. He is working on re-homing them.
11. Twin Lakes – Councilmember informed me of a 5-6-foot alligator in the twin lakes. Animal control will contact MS Wildlife to remove the alligator.
12. Mauna Loa Drive off Golf Club – Councilmember asked about speeding after cars turn onto Mauna Loa from Golf Club, they forget there is a speed limit. I have spoken with Darryl about speeding.

Public Comments on Agenda Items. - None

Council Comments.

**Policy Agenda.**

**Minutes:**

1. Motion to approve the September 3, 2024 Regular Meeting Minutes.

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to approve the September 3, 2024 Regular Meeting Minutes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Resolutions:**

2. **2024-232:** Motion to adopt Resolution 2024-038 thereby re-appointing Bryon Griffith (Ward 4) to serve as Commissioner on the Diamondhead Water & Sewer District Board of Commissioners for a term of five (5) years expiring on September 28, 2029. (Maher)

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to adopt Resolution 2024-038 thereby re-appointing Bryon Griffith (Ward 4) to serve as Commissioner on the Diamondhead Water & Sewer District Board of Commissioners for a term of five (5) years expiring on September 28, 2029.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**2.a. 2024-245: PUBLIC HEARING** – Motion to adopt Resolution 2024-039 thereby finding, determining and adjudicating that the residence at 782 Hilo Court, Diamondhead Mississippi is a menace to the public, safety, and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring the property into compliance with city ordinances and for other related purposes. The property is located at 782 Hilo Court, Parcel No. 067Q-0-36-059.000 and the property owner is Stephen Parr.

**PUBLIC HEARING** - Mayor Depreo opened the Public Hearing in the matter of property located at 782 Hilo Court, Parcel No. 067Q-0-36-059.000 and called on three (3) occasions for property owner Stephen Parr with no response. The **PUBLIC HEARING** was closed.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to adopt Resolution 2024-039 thereby finding, determining and adjudicating that the residence at 782 Hilo Court, Diamondhead Mississippi is a menace to the public, safety, and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring the property into compliance with city ordinances and for other related purposes. The property is located at 782 Hilo Court, Parcel No. 067Q-0-36-059.000 and the property owner is Stephen Parr.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**2.b. 2024-246: PUBLIC HEARING** – Motion to adopt Resolution 2024-040 thereby finding, determining and adjudicating that the residence on Bayou Drive, Diamondhead Mississippi is a menace to the public, safety, and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring the property into compliance with city ordinances and for other related purposes. The property is located on Bayou Drive, Parcel No. 067M-1-35-284.000 and the property owner is Prominence Homes & Communities, LLC.

**PUBLIC HEARING** - Mayor Depreo opened the Public Hearing in the matter of property located on Bayou Drive, Diamondhead, Mississippi, Parcel No. 067M-1-35-284.000 and called on three (3) occasions for property owner Prominence Homes & Communities, LLC. with no response. The **PUBLIC HEARING** was closed.

Motion made by Ward 3 Cumberland, Seconded by Mayor Depreo to adopt Resolution 2024-040 thereby finding, determining and adjudicating that the residence on Bayou Drive, Diamondhead Mississippi is a menace to the public, safety, and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring the property into compliance with city ordinances and for other related purposes. The property is located on Bayou Drive, Parcel No. 067M-1-35-284.000 and the property owner is Prominence Homes & Communities, LLC.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Consent Agenda:**

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to approve the following consent items:

3. **2024-233:** Motion to approve Work Assignment with Machado Patano, PLLC in the amount of \$2,500.00 for the Site Development Plan Review.
4. **2024-234:** Motion to approve payment in the amount of \$5,000.00 Covington Civil & Environmental, LLC for for East Aloha and Veterans Drive Substation Project, in the amount of \$1,445.00 for Site Development Plan Reviews, in the amount of \$3,200.00 for Ahuli Drainage Project, in the amount of \$1,156.25 for Unit Price Repair Contract, in the amount of \$1,400.00 for Kolo Court Drainage Project and in the amount of \$12,085.18 for the Commercial District Transformation Project.
5. **2024-235:** Motion to approve Change Order No. 1 to the contract with SCI, Inc. in the net amount of -\$1,640.00 for a total contract amount of \$52,869.40 and a decrease in contract time of fifty seven (57) calendar days for the East Aloha Drive & Veterans Drive Substation Drainage Project.
6. **2024-236:** Motion accept substantial completion and to approve payment in the amount of \$52,869.40 to SCI, Inc for the East Aloha Drive & Veterans Drive Substation Drainage Project.
7. **2024-237:** Motion to approve Pay Application 12 in the amount of \$132,835.19 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
8. **2024-238:** Motion to approve Change Order No. 4 to the contract with LJ Construction Inc. to add an additional sixty (60) calendar days and to approve Pay App 5 in the amount of \$49,140.57 to LJ Construction, Inc for the Kaleki Way Drainage Project.
9. **2024-240:** Motion to approve payment to Chiniche Engineering & Surveying in the amount of \$5,203.50 for Coon Branch Drainage, in the amount of \$4,941.50 for Jourdan River Boardwalk and in the amount of \$2,569.50 for Noma Drive Nature Trail.
10. **2024-241:** Motion to approve Budget Amendments 2024-007.
11. **2024-242:** Motion to approve interfund transfer in the amount of \$250,000 from General Fund to ARPA Fund for engineering expenses.
12. **2024-243:** Motion to approve release of annual fire rebate funds received in the amount of \$61,564.30 and approve payment of said funds to the Hancock County Board of Supervisors for Diamondhead Fire Department operations/equipment pursuant to the Interlocal Agreement approved May 7, 2024 between Hancock County, Diamondhead Fire Department and the City.
13. **2024-244:** Motion to approve Pay Application 1 in the amount of \$281,960.00 to Gill's Crane & Dozer Services, Inc. for the Noma Drive Waterfront Improvements Project.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Action Agenda.**

- 14. **2024-239:** Motion to ratify Proclamation of Existence of a Local Emergency as the result of Tropical Storm Francine commencing on or about 7:00 a.m. on September 10, 2024.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to ratify Proclamation of Existence of a Local Emergency as the result of Tropical Storm Francine commencing on or about 7:00 a.m. on September 10, 2024.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

- 15. Motion to approve Docket of Claims (DKT232118 - DKT232153) in the amount of \$759293.03 and DKT232154 in the amount of \$20.00.

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to approve Docket of Claims (DKT232118 - DKT232153) in the amount of \$759293.03 and DKT232154 in the amount of \$20.00.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

- 16. Motion to approve Payroll Payables Docket of Claims DKT232109-DKT232117 in the amount of \$42,724.09, PRCLAIM10209 in the amount of \$30,982.45, PRCLAIM10210 in the amount of \$27,931.33, PRCLAIM10211 in the amount of \$3,048.79 and PRCLAIM 10212 in the amount of \$28,359.86.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to approve Payroll Payables Docket of Claims DKT232109-DKT232117 in the amount of \$42,724.09, PRCLAIM10209 in the amount of \$30,982.45, PRCLAIM10210 in the amount of \$27,931.33, PRCLAIM10211 in the amount of \$3,048.79 and PRCLAIM 10212 in the amount of \$28,359.86.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Department Reports**

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve department reports a. and b.

- a. Court
- Police
- Building
- Code Enforcement

b. August 2024 Financials

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Public Comments on Non-Agenda Items - None**

**Council Closing Comments**

**Adjourn/Recess.**

At 6:42 p.m. with no further business to come before the council, motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to adjourn.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

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Nancy Depreo  
Mayor

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Jeannie Klein  
City Clerk

**RESOLUTION OF THE DIAMONDHEAD CITY COUNCIL PROVIDING FOR A THREE PERCENT (3%) SALARY INCREASE EFFECTIVE OCTOBER 7, 2024 AND ESTABLISHING FISCAL YEAR 2025 COMPENSATION FOR ALL EMPLOYEES OF THE CITY OF DIAMONDHEAD, MISSISSIPPI**

*WHEREAS*, the City Council is entrusted with the authority to budget annually for the salaries and hourly rates of City employees where in its official record of action shall such salaries be recorded; and

*WHEREAS*, the City Council salaries and hourly rates of compensation for employees of the City of Diamondhead; and

*WHEREAS*, does hereby establish and resolve to incorporate into its official record of action FY24 salaries and hourly rates for specified positions and those employees of the City as follows:

Primary Position	FY25 Salary
Court Clerk	54,781.17
Judge	22,388.08
Receptionist	19,099.50
Purchasing Clerk	39,891.49
Executive Assistant	53,045.82
City Clerk	70,013.63
Cty Mgr	100,242.90
Building Clerk	39,248.77
Building Inspector	47,454.16
Building Inspector	42,440.94
Building Official	53,045.82
Code Enforcement Off	33,485.71
P&Z Administrator	50,646.34
Public Works	38,084.80
Public Works	38,084.80
Public Works	28,080.00
Public Works	28,080.00
Public Works	28,080.00
Public Works	28,080.00
Public Works	28,496.00
Public Works	20,600.32
Public Works	35,350.00
Public Works	28,496.00
Public Works	31,200.00
Public Works	28,080.00
Public Works	28,080.00
Public Works	28,080.00
Foreman	41,600.00
Mechanic	33,280.00



Receptionist	19,099.50
Public Works Dir	65,278.93
Admin Support Clerk	
Comptroller	

WHEREAS THE GOVERNING BODY OF THE CITY, does hereby establish and resolve to incorporate into its official record of action FY25 salaries and hourly rates for employees of the City of Diamondhead effective October 7, 2024.

I hereby certify that the above and forgoing Resolution was adopted in the affirmative by the following vote of the Council of the City of Diamondhead on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

	Aye	Nay	Absent
Mayor Depreo	_____	_____	_____
Councilmember Maher	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____

ATTEST: \_\_\_\_\_  
JEANNIE KLEIN, CITY CLERK

APPROVED: \_\_\_\_\_  
NANCY DEPREO, MAYOR

seal

There came on for consideration at a meeting of the City Council of the City of Diamondhead, Mississippi, held on the 1st day of **October, 2024**, the following Resolution:

**A RESOLUTION THE CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PROPERTY HAS OVERGROWN GRASS, A DETERIOTED LEANING WOODEN FENCE, AND SCATTERED DERELICT ITEMS AND DEBRIS THAT POSES A SERIOUS PROBLEM TO THE COMMUNITY AND WELARE OF THE CITIZENRY OF THE CITY AND AUTHORIZING ADVERTISEMENT FOR BIDS OR TO OBTAIN QUOTE(S) TO REMOVE OVERGROWN GRASS, DETERIOTED LEANING WOODEN FENCE, AND SCATTERED DERELICT ITEMS LOCATED ON PARCEL NUMBER (132G-1-03-003.000) AND TO ASSESS THE COSTS TO THE SAID PROPERTY OWNER**

**WHEREAS**, the Mayor and City Council of the City of Diamondhead, Mississippi, (the "City"), pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, finds, determines, and adjudicates, based upon the investigation of the City's Building/Code Enforcement Department, that the residence described below is such a menace to the public safety, and welfare of the citizenry of the City; and

**WHEREAS**, said residence, as described herein, is within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi; and

**WHEREAS**, the overgrown grass, deteriorated leaning wooden fence and scattered derelict items and debris located on the property have been investigated by the Building Department and recommended by the Code Enforcement Official for adjudication as the existence thereof is presenting serious concern and potential adverse effect to the public health, safety and welfare of the citizenry of the City is identified as:

Property is located at 8 Live Oak Court, Diamondhead, Mississippi (Parcel Number 132G-1-03-003.000). The property is owned by Pamela C. Picnot.

**WHEREAS**, the property owner was provided notice by the City pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, by mail to Pamela C. Picnot, 8 Live Oak Court, Diamondhead, MS 39525, notice posted on site at 8 Live Oak Court, Diamondhead, Mississippi by City of Diamondhead Code Enforcement Officer, A. J. Gambino and notice posted on the bulletin boards at City Hall, all within Diamondhead, Mississippi; and

**WHEREAS**, the City Council of the City of Diamondhead further finds, determines and adjudicates advertisement for bids or obtaining quotes the removal and disposal of overgrown grass, deteriorated leaning wooden fence, and scattered derelict items and debris from the property located at 8 Live Oak Court, Diamondhead, MS should be made in the form and manner as provided by law; and

**WHEREAS**, the City Council further finds, determines, and adjudicates that the cost of clean up and grass cutting shall not exceed the aggregate amount of \$20,000.00 per parcel per calendar year or the fair market value of the property subsequent to removal, whichever is more. Said amount including a penalty shall be assessed as a lien against said property as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, as other judgments are enrolled, and /or in the office of the Chancery Clerk of Hancock County, Mississippi; and

**WHEREAS**, the City Council of the City of Diamondhead further finds, determines, and grants authority to the Building Department or designee to re-enter the properties for a period of two (2) years without any further hearings if notice is posted on these properties and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the properties for resolution of the same type of violation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1.** That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**SECTION 2.** That the property located at 8 Live Oak Court, Diamondhead, MS, be and hereby is declared to be a menace to the public health, safety, and welfare of the citizenry of the City of Diamondhead.

**SECTION 3.** That the City Clerk be and hereby is authorized to advertise for bids or obtain quote(s) and/or utilize city resources to clean up and cut grass located on the above described property and lying within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi.

**SECTION 4.** That the cost of clean up and grass cutting, including any penalty assessed, shall be a lien against said properties as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, and/ or in the office of the Chancery Clerk of Hancock County, Mississippi.

**SECTION 5.** That City Council of the City of Diamondhead further finds, determines, and hereby grants authority to the Building Department or any designee thereof to re-enter the property for a period of two (2) years without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the properties for resolution of the same type of violation.



Councilmember \_\_\_\_\_ moved for the adoption of the Resolution,  
which was seconded by Councilmember \_\_\_\_\_.

Upon being put to a roll call vote, the following ballots were cast:

	Aye	Nay	Absent
Councilmember Finley	—	—	—
Councilmember Liese	—	—	—
Councilmember Cumberland	—	—	—
Councilmember Clark	—	—	—
Councilmember Maher	—	—	—
Mayor Depreo	—	—	—

WHEREUPON the Mayor declared the Motion carried and the Resolution adopted, this  
the 1st day of October, 2024.

ATTEST:

ADOPTED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Res 2024-043  
Agend 2024# 252



5000 Diamondhead Circle

Phone: 228.222.4626 Fax: 228222-4390

September 6<sup>th</sup>, 2024

Pamela C. Picnot  
8 Live Oak Ct.  
Diamondhead, MS 39525

**COPY**

RE: Notice of Violation  
8 Live Oak Ct  
Parcel Number: 132G-1-03-003.000

Dear Pamela C. Picnot :

This letter will serve as your official notification that the premises and exterior property of the above referenced location has overgrown grass, a deteriorated leaning wooden fence, and scattered derelict items and debris which could lead to risk to public safety. In accordance with the International Property Maintenance Code, Section 301.3, "Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting or adversely affect the public health or safety."

Violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code (IPMC).

The violations are as follows: Public safety hazzard, IPMC Section 301.3;  
MS Statute Section 21-19-11

Based on the violations identified, the City requests that you take the following corrective actions:

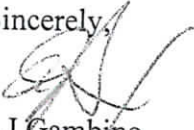
Cut the grass, remove deteriorated leaning fence and scattered derelict items and debris from property

The City is asking that you please take the above actions within the next twenty-five (25) days to prevent further action as set out in the paragraph below.

**NOTICE OF HEARING**

If you have not taken the above corrective actions within the 25 days provided, you are hereby given notice of and invited to attend a hearing before the Diamondhead City Council on October 1, 2024, at 6:00 PM in the City Council chambers at 5000 Diamondhead Circle, Diamondhead, MS 39525, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Diamondhead to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-222-4626, if you have any questions about this letter or if the requested corrective actions are taken within the TWENTY-FIVE (25) days period in order to avoid our proceeding with a hearing on your property.

If you have any questions, please contact the Building Department at 228-222-4626. Thank you in advance for your attention to this matter.

Sincerely,  
  
AJ Gambino  
Code Enforcement

Cc: City Council  
City Manager, City Attorney

**COPY**



---

September 6, 2024

Mr. Jon McCraw  
City Manager  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

**Re: Change Order #1  
Kolo Court Drainage Project  
LJ Construction Inc.**

Dear Mr. McCraw:

For consideration by the Council, I have enclosed Change Order #1 for this project. This Change Order serves to:

- Include the furnishing and installation of steel casing for protection of the sanitary sewer crossing at Bayou Drive;
- Increase the Contract Time by an additional 12 days, making the new Substantial Completion date November 7, 2024.

Based on this Change Order, the Contract Value will be a net increase of \$6,469.95 resulting in a new total of \$213,563.45.

Therefore, I recommend that the Council approve this Change Order #1.

Should you have any questions, please do not hesitate to contact me at 228-396-0486 or [nathan@ccellc.us](mailto:nathan@ccellc.us).

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

*Nathan Long*

Nathan Long, E.I.  
Project Engineer

Enclosures: Change Order 1 Signed



**CHANGE ORDER**

**OWNER:**  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

**CHANGE ORDER NO.** 1  
**DATE:** September 6, 2024

**CONTRACTOR:**  
LJ Construction Inc.  
11226 Dobson Road  
Gulfport, MS 39503

**ENGINEER:** Covington Civil &  
Environmental  
**PROJECT:** Kolo Court Drainage Project

**SUMMARY:**

This change order serves to increase the Contract Amount and Add 12 Days to Contract Time.

The addition of steel casing is required for protection of the existing sanitary sewer crossing.

The Net Change to the Contract Amount will therefore be plus. \$6,469.95

**THE CONTRACT IS AMENDED AS SHOWN BELOW:**

**(Not valid until executed by the Owner, Engineer, and Contractor)**

The original Contract Sum:	\$207,093.50
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$207,093.50
The Contract Sum will now Change (+):	\$6,469.95
The New Contract Sum including this Change Order will be:	\$213,563.45
The original Contract Time:	10/26/2024
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	10/26/2024
The Contract Time will now Change by (+) days:	12
The New Date of Substantial Completion will be:	11/7/2024

**CONTRACTOR:**

By: [Signature]  
Date: 9/6/24

**ENGINEER:**

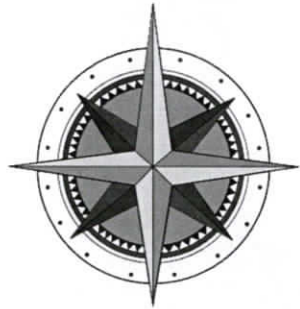
By: [Signature]  
Date: 9/9/24

**OWNER:**

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

249

Item No.5.



### Gulf Regional Planning Commission

**Date:** August 22, 2024

**Invoice:** MPO FY2025

**BILL TO:** Mr. Jon McGraw, City Manager  
 City of Diamondhead  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

	DESCRIPTION	TOTAL
	<p align="center"><b>FY2025 / October 1, 2024 - September 30, 2025</b></p> <p><b>Annual Appropriation of Funding for            the Metropolitan Planning Organization            of the Mississippi Gulf Coast</b></p>	<b>\$3,810.00</b>
	<b>TOTAL AMOUNT DUE</b>	<b>\$3,810.00</b>

**Thank you!!**

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY  
(by the City Manager, Mayor and City Council, City of Diamondhead)

WHEREAS, the City Manager, Mayor and City Council of the City of Diamondhead,  
does hereby find that conditions of extreme peril to the safety of persons and  
property have arisen within said county, caused by

Tropical Storm Francine

(Severe storm, tornado, damaging winds, flash flooding, river flooding, drought, wild land fire, structural fire, hail,  
hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 7:00 A.M. AM/PM on the 10th day of September, 2024  
and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation  
of the existence of a local emergency in order to provide for the health and safety of the citizens  
and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-  
17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said  
City; and shall be reviewed every thirty (30) days until such local emergency is no longer in  
effect and proclaimed terminated by the City Council of Diamondhead, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City agencies and departments shall  
render all possible assistance and discharge their emergency responsibilities as set forth in the  
City Emergency Operations Plan.

DATE: 9/10/24

*Nancy Depina*  
Mayor, City of Diamondhead

ATTEST: *Janice Klein*  
City Clerk for the  
City of Diamondhead

*[Signature]*  
Council, District 1

*[Signature]*  
Council, District 2

*[Signature]*  
Council, District 3

*[Signature]*  
Council, District 4

*[Signature]* - At Large  
Council, District 5



Hancock County  
State of Mississippi

MEMA DR-3 (Rev 12.01)

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 04

Amendment: 01

Subject to the Agreement for Professional Services between the City of Diamondhead ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of March 26, 2021 ("**Agreement**") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**

Project Name: Mitigation Consulting Services  
DR-4536 Severe Storms  
DR-4576 Hurricane Zeta

Services Project Location: Diamondhead, MS

CLIENT Representative: Jeannie Klein, City Clerk

ROSTAN Representative: Jamie Welsh, Sr. Project Manager

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be **July 1, 2021**, through **March 25, 2025**.
- 4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$35,000.00**.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.
- 6. **Amendment:** [01] This Task Order amends a previously executed Task Order No. 04 to increase the total compensation to \$35,000.00 and extend the period of service through March 26, 2025.

**ISSUED AND AUTHORIZED BY:**  
CITY OF DIAMONDHEAD, MS

**ACCEPTED AND AGREED TO BY:**  
ROSTAN SOLUTIONS, LLC

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

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

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

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

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

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

**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: 05

Amendment: 01

Subject to the Agreement for Professional Services between the City of Diamondhead ("CLIENT") and Rostan Solutions, LLC ("ROSTAN"), effective as of March 26, 2021 ("Agreement") the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

**1. Basic Project Information.**

Project Name: Residential Mitigation Consulting Services  
DR-4626 Hurricane Ida

Services Project Location: Diamondhead, MS

CLIENT Representative: Jeannie Klein, City Clerk

ROSTAN Representative: Jamie Welsh, Sr. Project Manager

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be **June 27, 2022**, through **March 25, 2025**.
- 4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$85,000.00**.
- 5. **Fee Schedule:** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.
- 6. **Amendment:** [01] This Task Order amends a previously executed Task Order No. 05 to increase the total compensation to \$85,000.00 and extend the period of service through March 26, 2025.

**ISSUED AND AUTHORIZED BY:**  
CITY OF DIAMONDHEAD, MS

**ACCEPTED AND AGREED TO BY:**  
ROSTAN SOLUTIONS, LLC

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

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

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

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

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

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



City of Diamondhead, MS  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

**Equipment Disposition Request**

Department : Police/Public Works Departments

Fixed Asset #	Description of Item	QTY Disposed	Month/Yr Purchased	Asset Tag #	Unit Cost	Net Asset Value	Equipment Condition	Recommended Disposition Method/Action
048	Swingline Paper Shredder	1	05/2019	087	999.64	0.00	P	destroy
000	Kabota 100" front flex deck mower attachment to FA266	1	01/2015	000	0.00	0.00	P	scrap sale
058	Broyhill Stadium Vacuum	1	03/2013	058	0.00	1,300.00	P	Auction
170	2010 Crown Victoria Unit 287	1	09/2012	170	23,000.00	2,300.00	F	Auction
160	2010 Crown Victoria Unit 155	1	09/2012	165	21,890.00	2,189.00	F	Auction
165	2010 Crown Victoria Unit 111	1	09/2012	160	21,900.00	21,890.00	F	Auction
398	2017 Ford Explorer	1	01/2017	363	32,970.00	3,297.00	F	Auction
385	2017 Ford Explorer	1	11/2016	350	33,070.00	0.00	P	Auction

Approval Signature

Date

FA Coordinator : *[Signature]*  
 City Manager : \_\_\_\_\_

9/25/24  
 \_\_\_\_\_

**Physical Condition Guide:**

- P - Poor
- F- Fair
- G- Good
- E- Excellent
- U - Unknown

**Jeannie Klein**

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**From:** Ty Wiltz  
**Sent:** Wednesday, September 25, 2024 3:08 PM  
**To:** Jeannie Klein  
**Cc:** Jon McCraw  
**Subject:** Council Meeting

We have accumulated a significant amount metal and aluminum items in the Public Works scrap pile that need to be brought to recycling center. Will you add this to the agenda for the next available council meeting.

Thank you,

Ty Wiltz  
Public Works Director



AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: City of Diamondhead
Engineer: Covington Civil and Environmental
Project: Turnberry Drainage Project - 608
Effective Date of Owner-Engineer Agreement: July 31, 2023
Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
Modifications to services of Engineer
Modifications to responsibilities of Owner
Modifications of payment to Engineer
Modifications to time(s) for rendering services
Modifications to other terms and conditions of the Agreement

Description of Modifications:

The City of Diamondhead requested the scope of work be modified to convey stormwater flow upstream of Turnberry Way to Turnberry Pond through closed channel flow under Turnberry Drive. Additional modifications are required at the Turnberry Pond and conflict boxes along Turnberry Drive. These changes require the modification to the drainage study, additional surveying and new roadway and drainage plans. The additional design fee to make these changes is \$67,500.00. The contract time has been extended until March 15, 2025.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is October 1, 2024.

Owner: City of Diamondhead
Engineer: Covington Civil and Environmental, LLC
By: [Signature]
Date: October 1, 2024 / 10/22/2024
Name: Jon McCraw / Benjamin Benvenuti
Title: City Manager / Principal Engineer



**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. 1**

Owner: **City of Diamondhead**  
Engineer: **Covington Civil and Environmental**  
Project: **Kalae Way Drainage Project**  
Effective Date of Owner-Engineer Agreement: **July 31, 2023**  
Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The City of Diamondhead requested the scope of work be modified to include additional study and project area for stormwater improvements. This change requires additional surveying and new roadway and drainage plans. The additional design fee to make these changes is \$25,500.00. The contract time has been extended until March 15, 2025.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **October 1, 2024**.

Owner  
City of Diamondhead  
 (typed or printed name of organization)

By: \_\_\_\_\_  
 (individual's signature)

Date: October 1, 2024  
 (date signed)

Name: Jon McCraw  
 (typed or printed)

Title: City Manager

Engineer  
Covington Civil and Environmental, LLC  
 (typed or printed name of organization)

By:   
 (individual's signature)

Date: 10/22/2024  
 (date signed)

Name: Benjamin Benvenuti  
 (typed or printed)

Title: Principal Engineer

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. 1**

Owner: **City of Diamondhead**  
Engineer: **Covington Civil and Environmental**  
Project: **Kaleki Way Drainage Project**  
Effective Date of Owner-Engineer Agreement: **July 31, 2023**

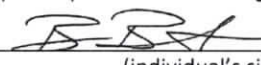
Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The City of Diamondhead requested the scope of work be modified from open channel flow to closed channel flow throughout the project area. This change requires the modification to the drainage study, additional surveying and new roadway and drainage plans. The additional design fee to make these changes is \$95,000.00. The contract time has been extended until March 15, 2025.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **October 1, 2024**.

<p>Owner City of Diamondhead <small>(typed or printed name of organization)</small></p> <p>By: _____ <small>(individual's signature)</small></p> <p>Date: <u>October 1, 2024</u> <small>(date signed)</small></p> <p>Name: <u>Jon McCraw</u> <small>(typed or printed)</small></p> <p>Title: <u>City Manager</u></p>	<p>Engineer Covington Civil and Environmental, LLC <small>(typed or printed name of organization)</small></p> <p>By: <u></u> <small>(individual's signature)</small></p> <p>Date: <u>10/22/ 2024</u> <small>(date signed)</small></p> <p>Name: <u>Benjamin Benvenuti</u> <small>(typed or printed)</small></p> <p>Title: <u>Principal Engineer</u></p>
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**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 443-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9M1T71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 5<sup>th</sup> day of July 2023.

**WITNESSETH THAT:**

Whereas, MDEQ has determined that a modification of the Agreement is required:

**IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:**

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

**7. CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$259,063.45**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$117,144.26**;

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 **\$117,144.26**;

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 **\$24,774.93**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$10,362.54**. 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 Hundred Seventeen Thousand One Hundred Forty-Four Dollars and Twenty-Six Cents (\$117,144.26)** (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.

**{Signature Page Follows}**

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 451-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9MIT71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 22<sup>nd</sup> day of September 2023.

**WITNESSETH THAT:**

Whereas, MDEQ has determined that a modification of the Agreement is required:

**IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:**

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

**7. CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$114,998.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$57,499.00**;

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 **\$57,499.00**;

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 **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$4,599.92**. 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 **Fifty-Seven Thousand Four Hundred Ninety-Nine Dollars and Zero Cents (\$57,499.00)** (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.

**{Signature Page Follows}**

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 454-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9M1T71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15<sup>th</sup> day of August 2023.

**WITNESSETH THAT:**

Whereas, MDEQ has determined that a modification of the Agreement is required:

**IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:**

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

**7. CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,009,357.41**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$431,053.00**;

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 **\$431,053.00**;

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 **\$147,251.41**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$40,374.30**. 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 **Four Hundred Thirty-One Thousand Fifty-Three Dollars and Zero Cents (\$431,053.00)** (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.

**{Signature Page Follows}**

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 605-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9M1T71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 5<sup>th</sup> day of July 2023.

**WITNESSETH THAT:**

Whereas, MDEQ has determined that a modification of the Agreement is required:

**IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:**

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

**7. CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,282,402.80**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$609,247.51**;

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 **\$609,247.51**;

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 **\$63,907.78**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$51,296.11**. 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 **Six Hundred Nine Thousand Two Hundred Forty-Seven Dollars and Fifty-One Cents (\$609,247.51)** (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.

**{Signature Page Follows}**

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1

STATE OF MISSISSIPPI  
COUNTY OF HINDS

MDEQ AGREEMENT NO. 608-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9M1T71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 5<sup>th</sup> day of July 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. CONSIDERATION AND PAYMENT, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$782,168.94**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$362,871.21**;

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 **\$362,871.21**;

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 **\$56,426.52**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$31,286.76**. 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 **Three Hundred Sixty-Two Thousand Eight Hundred Seventy-One Dollars and Twenty-One Cents (\$362,871.21)** (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.

**{Signature Page Follows}**



Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 610-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9M1T71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 5<sup>th</sup> day of July 2023.

**WITNESSETH THAT:**

Whereas, MDEQ has determined that a modification of the Agreement is required:

**IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:**

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

**7. CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$316,124.29**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$148,207.10**;

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 **\$148,207.10**;

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 **\$19,710.09**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$12,644.97**. 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 Hundred Forty-Eight Thousand Two Hundred Seven Dollars and Ten Cents (\$148,207.10)** (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.

**{Signature Page Follows}**

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT  
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 619-2-SW-5.6**

**SUBAWARD AGREEMENT**

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Diamondhead, UEI Number: K9M1T71V8JM9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 5<sup>th</sup> day of July 2023.

**WITNESSETH THAT:**

Whereas, MDEQ has determined that a modification of the Agreement is required:

**IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:**

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

**7. CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$440,348.25**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$219,788.05**;

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 **\$219,788.05**;

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 **\$772.15**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$17,613.93**. 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 **Two Hundred Nineteen Thousand Seven Hundred Eighty-Eight Dollars and Five Cents (\$219,788.05)** (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.

**{Signature Page Follows}**



Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Mayor Nancy Depreo  
Signature of Authorized Representative

\_\_\_\_\_  
Nancy Depreo  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

City of Diamondhead, MS  
Request for Council Action

TO: Council/City Clerk

FROM: Councilmember Liese

DATE: 9/23/24

Ordinance  Resolution  Agreement  Info Only  Work Session  Other

AGENDA LOCATION:  Consent Agenda  Action Agenda

AGENDA DATE REQUESTED

Motion to request the Mayor to provide the Council with copies of any and all evidence she has collected, reported and/or provided to state authorities including, but not limited to, the state auditor, attorney general, and ethics commission, regarding any alleged impropriety involving city administration, staff, and employees, as she announced via social media on 8/25/24.

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

Approved  Denied  Tabled/Deferred  Info Only Completed:



City of Diamondhead, MS

# Docket of Claims Register

Item No. 15.

APPKT02254 - 10.1.24 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
DKT232164	AGJ	10/01/2024	117185	IT SUBSCRIPTION	001-140-605.00	Professional Fees - IT		2,602.26
								40.00
								121.50
								250.00
								2,120.76
DKT232164	MSP-117009			BACKUP	001-140-605.00	Professional Fees - IT		70.00
DKT232165	Airgas Inc	09/30/2024	5510444159	ACETYLENE AND OXYGEN RENTALS	001-301-640.00	Rentals		107.28
DKT232166	ALBERT R JORDAN IV	09/30/2024	AUGUST 2024	COURT APPOINTED ATTORNEY - MAHAFFY	001-110-603.00	Professional Fees - Legal		200.00
DKT232167	All Phase Electric Supply Inc	09/30/2024	2871-1077536	DOUBLE ARMS - RBA-18-RAL7004T	302-301-907.00	Capital Outlay - Other		2,864.00
DKT232168	Amazon com LLC	09/30/2024	1LLQ-7GLM-WP3P	BUILDING DEPARTMENT SMALL HAND TOOLS	001-280-502.00	SMALL HAND TOOLS		406.88
								24.65
								111.99
								57.98
								20.27
								59.99
DKT232168					001-280-502.00	SMALL HAND TOOLS		132.00
DKT232169	ANDREW RILEY KING	10/01/2024	CTC 2024	BEAU KING BAND	001-653-650.00	Promotions		1,000.00
DKT232170	CADENCE EQUIPMENT FINANCE	10/01/2024	796289	COPIER LEASE AGREEMENT -- 36 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021		475.00
								460.03
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021		14.97

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT232171	CHRISTOPHER ALLEN STRICKLAND	09/30/2024	2562	FA 723 REPAIRS	001-301-635.00	Professional Fees - R&M Outside Services	725.00	725.00
DKT232172	Coast Electric Power Association	09/30/2024	9/18/24-026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	61.69	61.69
DKT232173	CSpire Cell Service	09/30/2024	SEPTEMBER 2024	CELLULAR SERVICE FOR SEPTEMBER	001-140-632.00 001-200-612.00 001-280-632.00 001-301-632.00	Telephone - Cell Internet Telephone - Cell Telephone - Cell	44.90 344.80 179.60 433.45	1,002.75
DKT232174	CUSICK & WILLIAMS, PLLC	09/30/2024	1539 1540 1541 1542 1543 1544	GENERAL MATTERS -- SEPTEMBER PLANNING AND ZONING -- SEPTEMBER CITY PROSECUTOR -- SEPTEMBER LANGKOPP VS CODH -- SEPTEMBER GAMBINO VS MAYOR -- SEPTEMBER KLEIN VS MAYOR -- SEPTEMBER	001-140-603.00 001-280-603.00 001-110-603.00 001-140-603.00 001-140-603.00 001-140-603.00	Professional Fees - Legal Professional Fees - Legal Professional Fees - Legal Professional Fees - Legal Professional Fees - Legal Professional Fees - Legal	6,000.00 1,250.00 3,000.00 62.50 125.00 343.75	10,781.25
DKT232175	DIAMONDHEAD COUNTRY CLUB & POA	10/01/2024	OCTOBER 2024	RENTAL OF MAINTENANCE YARD -- OCTOBER	001-301-640.00	Rentals	1,000.00	1,000.00
DKT232176	Diamondhead Water and Sewer District	09/30/2024	10/10/24-020 10/10/24-021 10/10/24-170 10/10/24-2070 10/10/24-2075 10/10/24-2080 10/10/24-830	WATER	001-140-630.00 001-140-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00	Utilities - General Utilities - General Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other	102.54 51.27 24.95 71.60 24.95 24.95 24.95 24.95	350.16
DKT232177	Eagle Energy	09/30/2024	44267 44271	PUBLIC WORKS FUEL	001-301-525.00 001-301-525.00	Fuel Fuel	1,062.51 1,565.28	2,627.79
DKT232178	Fuelman	09/30/2024	NP67116449 NP67145788	FOR THE WEEK ENDING 9.15.24 FOR THE WEEK ENDING 9.22.24	001-200-525.00 001-280-525.00 001-140-525.00 001-200-525.00 001-280-525.00	Fuel Fuel Fuel Fuel Fuel	558.12 30.67 40.98 674.92 54.36	1,359.05

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount	
							Line	Amount
DKT232179	Hancock County Sheriffs Office	09/30/2024	2024-DHLE-025	INTERLOCAL AGREEMENT FOR WEEK ENDING 9.7.24	001-110-681.00	Other Services & Charges		38,608.96
								106.19
								34,901.08
								246.00
	2024-DHLE-026		HEATH DAVIS AMENDED TRIAL BALANCE	001-200-690.00	Interlocal Agreement		3,355.69	
DKT232180	HOPE HAVEN CHILDREN'S ADVOCACY CENTER	10/01/2024	NOVEMBER 2024	TACO FIESTA REGISTRATION	001-000-066.00	Prepaid Other		150.00
								75.00
					001-000-066.00	Prepaid Other		75.00
DKT232181	Kirks Tire Pros	09/30/2024	9008	UNIT 850 TIRES MOUNT AND BALANCE	001-200-635.00	Professional Fees - R&M Outside Services		891.96
								891.96
DKT232182	Marvin J Bobinger III	09/30/2024	SEPTEMBER 2024	LOBBYING SERVICES FOR	001-653-601.00	Professional Fees - Consulting		4,000.00
								4,000.00
DKT232183	Metrix Solutions LLC	10/01/2024	M112712	BODYWORN ROCKET AGREEMENT 2024-2025	001-200-918.00	Capital Outlay - Officer's Equipment		28,490.73
								28,490.73
DKT232184	MS Municipal Court Clerk Association	10/01/2024	2025	COURT CLERK DUES -- 2025	001-110-623.00	Membership Dues/Fees		100.00
								100.00
DKT232185	MS Municipal League	10/01/2024	39288	2024-2024 MML MEMBER DUES	001-140-623.00	Membership Dues/Fees		4,211.60
								4,211.60
DKT232186	MS Municipal Workers Compensation Group	10/01/2024	0383WC2024-0	WORKER'S COMPENSATION PREMIUM	001-140-625.00	Insurance		10,362.52
								10,362.52
DKT232187	PATRICK RYAN DALY	09/30/2024	SEPTEMBER 2024	CASH BOND REFUND - AMANDA	650-110-110.00	Court Bond Holding		500.00
								500.00
DKT232188	RICHARD MICHAEL GLEBER	09/30/2024	SEPTEMBER 2024	PHOTOGRAPHY SERVICES - PADDLE PARADISE 2024	001-653-650.00	Promotions		250.00
								250.00
DKT232189	South MS Business Machines Gulfport	09/30/2024	467844	PER COPY CHARGE FOR SEPTEMBER	001-280-506.00	Copier Usage/Maintenance		53.53
								53.53
DKT232190	THE STRAYS, LLC	10/01/2024	OCTOBER 2024	VINYL IDOL - CTC BAND	001-653-650.00	Promotions		1,000.00
								1,000.00



Docket of Claims Register - Council

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT232191	ThyssenKrupp Elevator Corporation	10/01/2024 3008143940	MAINTENANCE CONTRACT FOR 2024 - QUARTER 1	001-140-681.00	Other Services & Charges	917.16	917.16
DKT232192	UniFirst Corporation	09/30/2024 1530170034	UNIFORM RENTAL FOR THE WEEK ENDING 9/16/24	001-301-535.00	Uniforms	80.72	161.44
		1530171440	UNIFORM RENTAL FOR THE WEEK ENDING 9.23.24	001-301-535.00	Uniforms	80.72	
DKT232193	Warran Automotive, Inc	09/30/2024 28522	FA #176 TRANSMISSION REPAIRS	001-301-635.00	Professional Fees - R&M Outside Services	5,017.90	5,017.90
DKT232194	WESLEY SANDERFORD	09/30/2024 SEPTEMBER 2024	OPEN JAM BAND SERVICES	001-653-650.00	Promotions	300.00	300.00
<b>Total Claims: 31</b>						<b>Total Payment Amount:</b>	<b>120,578.91</b>