



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, April 02, 2024
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

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 April 16, 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Frank Bordeaux- Cadence Insurance

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the March 19, 2024 Regular Meeting Minutes.

Tabled Matters:

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
3. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)
4. **2024-073:** Motion to adopt Resolution 2024-011 authorizing Cusick & Williams, PLLC, City Attorneys, on behalf of the City of Diamondhead to negotiate acquisition of drainage utility easements and to prosecute suits for eminent domain pertaining to the projects listed herein.
5. **2024-072:** Motion to approve the Procedures And Rental Agreement for the Noma Drive Ball Fields.

- 6.** **2024-079:** Motion to approve insurance renewals/policies for the period April 8, 2024 - April 8, 2025 through Cadence Insurance for property insurance through Velocity in the amount of \$28,355, Inland Marine through Ascot Insurance Company in the amount of \$17,516, Equipment Breakdown through Hartford Steam Boiler in the amount of \$1,035 and General Liability in the amount of \$17,620 and Public Officials Liability in the amount of \$12,392 both through Travelers-The Charter Oak, Business Auto in the amount of \$44,174 through Travelers Property and Casualty and Crime and Cyber in the amount of \$10,133 through Travelers Casualty and Surety for a total annual premium of \$131,225.00.

Resolutions:

- 7.** **2024-084:** Motion to adopt Resolution 2024-016 for Intergovernmental Transfer of Assets to the Hancock County Board Of Supervisors.
- 8.** **2024-086:** Motion to adopt Resolution 2024-017 thereby acquiring by donation Lot 7, Block 1, Unit 10, Phase 2 from Diamondhead Country Club and Property Owners Association, Inc. for drainage and greenspace purposes.
- 9.** **2024-087:** Motion to adopt Resolution 2024-018, thereby amending Ordinance 2019-003 Procedural Ordinance under Presentation Agenda by moving Council Comments to follow Public Comments on Agenda Items and to add Council Closing Comments to follow Public Comments on Non-Agenda Items. (Liese)

Consent Agenda:

- 10.** **2024-082:** Motion to authorize the City Manager to enter into the agreement for the 2024 Cruisin' The Coast Blessing of the Classics event and to approve payment of the event fee in the amount of \$4,000.
- 11.** **2024-083:** Motion to accept the Memorandum of Understanding with the Mississippi Outdoor Stewardship Board of Trustees for the allocation of funds for Noma Drive Walking Path and authorize City Manager to execute same.
- 12.** **2024-085:** Motion to authorize the use of city-owned police units for off-duty officer detail related to the MDOT I-10 widening project to be reimbursed at the rate of \$10.00 per hour by the project contractor.
- 13.** **2024-089:** Motion to approve to re-advertise for bids for the Noma Drive Waterfront Improvement Project (Tidelands).

Action Agenda.

- 14.** **2024-088:** Motion to concur with the Planning Commission recommendation to deny Lemous Thompson, Jr.'s application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of an accessory structure within 10' of the principal residence. The property address is 7336 Anela Place. The tax parcel number is 068R-3-41-090.000. The property is in the R-2 zoning district. The setback from the principal residence is 8'. The variance requested is 2'. The Case File Number is 202400069.

Routine Agenda.

Claims Payable

15. Motion to approve Docket of Claims (DKT231613- DKT231636) in the amount of \$214,369.09.

Public Comments on Non-Agenda Items.

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, March 19, 2024
6:00 PM CST

Call to Order.

Mayor Depreo called the meeting to order at 6:01 p.m.

Invocation - Councilmember Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Austin Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to adjust the agenda to move consent agenda item **14. 2024-072** to the action agenda.

14. 2024-072: Motion to approve the Procedures and Rental Agreement for the Noma Drive Ball Fields.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to adjust the agenda to table item **18. 2024-079** under the consent agenda.

18. 2024-079: Motion to approve insurance renewals for general liability, auto, employment practices liability and equipment.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, 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 April 2, 2024 at 6:00 p.m. in Council Chambers located at City Hall.

Council Comments.

Councilmember Maher announced the Open Jam will resume on Thursday, March 21, 2024 and will continue on the third Thursday of each Month until October 2024.

CITY MANAGER REPORT

March 19, 2024

1. Park Ten Road –The contract is for 270 Calendar Days with an end date of June 1st. Contractor is making great progress. The area is very difficult to navigate, so residents need to be aware of this when traveling to the DWSD office.
2. Noma Drive Restoration – The contractor has returned to the job site to complete the multimodal path area. The original contract is for 195 Calendar Days with an end date of March 24th. A second change order is on the agenda to extend the contract end date to May 3rd.
3. Beaux Vue 2 – The engineer is working on updated documents for the contractor so the project can begin. Waiting for a schedule from the contractor to issue the notice to proceed.
4. Bond Paving Diamondhead Drive – The punch list has been established. Currently waiting to hear back from the engineer on a schedule to complete the punch list items.
5. Montjoy Creek – Engineer is completing design on this project and will provide plans for review.
6. Noma Drive Phase 1b – Bids came in well over the engineer’s estimate. The project is on the agenda tonight to reject all bids received. The engineer will redesign the project with the new cost estimate to stay under budget.
7. Kaleki Way –The city has received the contract documents today and will set up a pre-construction meeting before issuing the notice to proceed.
8. Bayou Drive – The contractor has returned all bonds and contract. The pre-construction meeting is set up for Thursday. A notice to proceed and schedule will be determined at that meeting.
9. Hilo Projects – Met with engineer regarding the four projects to determine final design request. Engineers will get 90% of the drawings back to the city by the end of the month.
10. Canal Dredging – MDEQ recently received comments from the RESTORE Council regarding the project workplan. They are currently reviewing and responding to those comments. Once the comments are returned, the RESTORE Council will review and should start the final process for the award. MDEQ is aware of the time limitations and has requested that the RESTORE Council prioritize this project in their review process.
11. MDOT Roundabout Project – Notice to Proceed is April 15th.
12. MDOT Interstate Widening Project – Notice to proceed was March 14th.
13. Noma Drive Walking Trail – The engineer is surveying the area for walking trail and trailheads. The city has been awarded \$500,000 from the MS Outdoor Stewardship Grant Fund. The city received the grant agreement on Monday and will have it on the next agenda for approval.
14. Dog Park – Neel-Shaffer is coordinating with the surveyor on the original survey to determine level of effort and lead time. Once complete, they will request for re-subdivision process. The re-subdivision request will also include the dedication of the road to the city.

- 15. Noma Drive Boardwalk – **No updated information this meeting.** Engineer is working on the drawings for this project. All easements have been recorded. MDEQ is going through the final steps with the MS TIG getting everything approved and will be in touch regarding the subaward.
- 16. Detention Ponds – **No updated information this meeting.** This project has been reduced to two ponds as the other two will be a part of separate larger drainage projects.
- 17. Pelican Cove Drainage Project – **No updated information this meeting.** Engineer has been provided the work assignment and will begin the surveying on this project.

- 18. ARPA/GOMESA Projects – The following projects have been assigned to the engineering firms listed below and are currently in the design phase.

- | | |
|-------------------------------------|---------------------------------------|
| a. Coon Branch – Chiniche | b. Koloa Steet @ Ala Moana – Chiniche |
| c. Lots 7 & 8 – Chiniche | d. Kolo Court – Covington |
| e. Turnberry – Covington | f. Ahuli Place – Covington |
| g. Kome Drive – Covington | h. Kalae Street – Covington |
| i. DH Drive East/Kalani – Covington | j. Fairway Drive – Covington |
| k. Veterans/Substation – Covington | l. Anahola Place – Covington |

Email Request Received

- 1. Alakoko Place – Councilmember asked about the rear ditch on this property. A work order was issued to Public Works. Project is on the PW’s list to clean out.
- 2. Pecan Ridge – Councilmember asked about a sink hole in right-of-way. A work order was created for public works to address.
- 3. 56131 DH Drive East – Councilmember asked about a sink hole in right-of-way. A work order was created for public works to address.
- 4. Alia Street & DH Drive East – Councilmember asked about a sink hole in right-of-way. A work order was created for public works to address.
- 5. E-Blast – Councilmember asked about a text message system, similar to the "E-Blast". This is a component of the Constant Contact program and is being set up for use by the administration.
- 6. Dog Park Donations – Councilmember asked for total donations received, including grant funding, for the dog park up to now. This amount was provided.
- 7. E-Blast Policy – Councilmember asked if there was an E-Blast policy. My research determined at the council requested the city manager and city attorney to develop a policy. This policy was never introduced to the council for approval. I have added the policy to the agenda tonight for discussion and approval.
- 8. Traffic Engineer – Councilmember asked if the City Engineer could not also be the Traffic Engineer for the city. I had discussions with the City Engineer about this last week.
- 9. 9810-9816 Ana Hula – Councilmember asked about an AT&T box with several wires coming out of it. The area has been left this way for several months. I have contacted AT&T and am awaiting a response.

- 10. 682 Hilo Way – Councilmember reported a vehicle parking in median and causing ruts. A work order has been issued for public works to repair median.
- 11. 3 Whispering Branch – Councilmember reporting the new streetlight installed in cul-de-sac is too bright. The Oaks Subdivision has decorative light fixtures that only accept one LED wattage bulb supplied by Coast Electric. I have spoken with the HOA president about changing out the light fixture so that Coast Electric can install a lower wattage bulb.
- 12. Makiki Drainage – Councilmember requested the city purchase a lot on Kui Place behind the drainage project.

Public Comments on Agenda Items.

Leo Marino - Drainage Easement

Ron Quibodeaux - Drainage Easement

Bill Atkinson - Noma Ballfield

Beverly O'Hara - P&Z Committee Resumes

Policy Agenda.

Minutes:

- 1. Motion to approve the March 5, 2024 Regular Meeting Minutes.
Motion made by Mayor Depreo, Seconded by Ward 1 Finley to approve the March 5, 2024 Regular Meeting Minutes as amended by the City Attorney.
Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Tabled Matters:

- 2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
NO ACTION TAKEN
- 3. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)
NO ACTION TAKEN

NO ACTION TAKEN

Resolutions:

- 4. **2024-073:** Motion to adopt Resolution 2024-011 authorizing Cusick & Williams, PLLC, City Attorneys, on behalf of the City of Diamondhead to negotiate acquisition of drainage utility easements and to prosecute suits for eminent domain pertaining to the projects listed herein.
Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to adopt Resolution 2024-011 authorizing Cusick & Williams, PLLC, City Attorneys, on behalf of the City of Diamondhead to negotiate acquisition of drainage utility easements and to prosecute suits for eminent domain pertaining to the projects listed herein.

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to amend to table the adoption of Resolution 2024-011 authorizing Cusick & Williams, PLLC, City Attorneys, on behalf of the City of Diamondhead to negotiate acquisition of drainage utility easements and to prosecute suits for eminent domain pertaining to the projects listed herein.

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

MOTION CARRIED UNANIMOUSLY

- 5. **2024-077:** Motion to adopt Resolution 2024-012 thereby appointing Kurt Raymond to the position of Planning & Zoning Commissioner Ward 2 for a three (3) year term, effective immediately. (Liese)

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to adopt Resolution 2024-012 thereby appointing Kurt Raymond to the position of Planning & Zoning Commissioner Ward 2 for a three (3) year term, effective immediately.

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

MOTION CARRIED UNANIMOUSLY

- 6. **2024-071:** Motion to adopt Resolution 2024-013 thereby reappointing Lynn Debrow to the position of Planning & Zoning Commissioner Ward 4 for a three (3) year term, expiring March 2027. (Clark)

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to adopt Resolution 2024-013 thereby reappointing Lynn Debrow to the position of Planning & Zoning Commissioner Ward 4 for a three (3) year term, expiring March 2027.

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

MOTION CARRIED UNANIMOUSLY

- 7. **2024-080:** Motion to adopt Resolution 2024-014 Authorizing the Mayor to execute amended Interlocal Cooperation Agreement Between Hancock County, Mississippi Tax Collector and the City of Diamondhead for the collection of taxes.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to adopt Resolution 2024-014 Authorizing the Mayor to execute amended Interlocal Cooperation Agreement Between Hancock County, Mississippi Tax Collector and the City of Diamondhead for the collection of taxes.

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

MOTION CARRIED UNANIMOUSLY

- 8. **2024-081:** Motion to adopt Resolution 2024-015 Authorizing the Mayor to execute amended Interlocal Cooperation Agreement Between Hancock County, Mississippi Tax Collector and the City of Diamondhead for the collection of solid waste fees.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 1 Finley to adopt Resolution 2024-015 Authorizing the Mayor to execute amended Interlocal Cooperation Agreement Between Hancock County, Mississippi Tax Collector and the City of Diamondhead for the collection of solid waste fees.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve the following consent items:

9. **2024-066:** Motion to accept and approve the engagement letter with Wright, Ward, Hatten & Guel for the FY23 annual audit.
10. **2024-067:** Motion to approve Change Order No. 2 for forty (40) additional days to the contract with Moran Hauling for the Noma Drive Improvements with no change to contract price.
11. **2024-068:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$2,920.00 for Canal Dredging, in the amount of \$5,030.00 for Pond Remediation, in the amount of \$2,489.50 for Tidelands Nature Trail Planning, in the amount of \$3,695.00 for Montjoy Creek Nature Trail and in the amount of \$9,028.50 for Coon Branch Drainage.
12. **2024-069:** Motion to approve Pay Application 6 in the amount of \$247,809.09 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
13. **2024-070:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$15,178.25 for Support for Makiki Drive Project, in the amount of \$5,345.00 for Kolo Court, in the amount of \$10,015.00 for Kome Drive and Fairway Drive Drainage Project, in the amount of \$15,622.50 for On-Call Survey Services, in the amount of \$25,000.00 for Bayou Drive Drainage Project, in the amount of \$5,600.00 for Kaleki Way Drainage, in the amount of \$28,233.30 for Commercial District Transformation Project, in the amount of \$8,900.00 for Bank Stabilization Project, in the amount of \$15,750.00 for East Aloha Phase II Sidewalks and in the amount of, \$4,211.38 and \$797.50 for Site Development Plan Reviews.
15. **2024-074:** Motion to approve amendment #1 to Work Assignment 00-03-2024 with Covington Civil and Environmental, LLC in the amount of \$15,000.00 for a total amount not to exceed \$35,000.00 for the On-Call Survey Services FY 2024.
16. **2024-075:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$20,000.00 for Support for 2024 Annual Unit Price Contract.
17. **2024-076:** Motion to reject bids received for Noma Drive Waterfront Improvements Phase I Boat Launch, Parking and Comfort Station Project.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 14. 2024-072:** Motion to approve the Procedures and Rental Agreement for the Noma Drive Ball Fields.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to table the approval of the Procedures And Rental Agreement for the Noma Drive Ball Fields.

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

MOTION CARRIED UNANIMOUSLY

- 19. 2024-078:** Motion to approve E-Blast policy.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to approve E-Blast policy.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 20. Motion to approve Docket of Claims (DKT231562 - DKT231588) in the amount of \$580,681.07.

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to approve Docket of Claims (DKT231562 - DKT231588) in the amount of \$580,681.07.

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

MOTION CARRIED UNANIMOUSLY

- 21. Motion to approve Payroll Payables DKT231552 -DKT231561 in the amount of \$49,603.53, PRCLAIM0190 in the amount of \$29,898.07, PRCLAIM01091 in the amount of \$29,425.47 and PRCLAIM01092 in the amount of \$2,752.79.

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to approve Payroll Payables DKT231552 -DKT231561 in the amount of \$49,603.53, PRCLAIM0190 in the amount of \$29,898.07, PRCLAIM01091 in the amount of \$29,425.47 and PRCLAIM01092 in the amount of \$2,752.79.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to approve the following department reports:

- a. a. Police
- b. Court
- c. Code Enforcement
- d. Building
- b. February 2024 Financial Report

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items -None

Adjourn/Recess.

At 7:14 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 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda


AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance.

REQUIRED SIGNATURE

REQUESTED BY:



COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

Agenda Item #2023- 408

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting.

REQUIRED SIGNATURES

REQUESTED BY:
City Manager:
City Attorney:

COUNCIL ACTION:
 Approved Denied Tabled/Deferred Info Only Completed:

Resolution # 2024- 011

RESOLUTION OF THE CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO AUTHORIZE, CUSICK & WILLIAMS, PLLC, CITY ATTORNEYS, ON BEHALF OF THE CITY OF DIAMONDHEAD TO NEGOTIATE ACQUISITION OF DRAINAGE UTILITY EASEMENTS AND TO PROSECUTE SUITS FOR EMINENT DOMAIN PERTAINING TO THE PROJECTS LISTED HEREIN.

WHEREAS, the City Council (the “Governing Body”) of the City of Diamondhead, Mississippi (the “City”), acting for and on behalf of the City, hereby finds and determines as follows:

WHEREAS, certain temporary and permanent utility easements for construction, operation and maintenance of drainage in the City of Diamondhead are required for the following projects:

- 1. Turnberry
- 2. Kome
- 3. Coon Branch
- 4. Kolo Ct.
- 5. Bank Stabilization
- 6. Kome Drive
- 7. Ahuli
- 8. Kalae Street
- 9. Beaux Vue 2
- 10. Hilo Street Projects
- 11. Kaleki Way
- 12. Fairway Drive

and,

WHEREAS, said parcels have been appraised at the instance of the City of Diamondhead by Global Valuation Services, Real Estate Appraiser, and said appraisals are to be reviewed and confirmed by a second, Real Estate Appraiser, for the purposes of determining just compensation and damages based on fair market values that the City of Diamondhead may reasonably pay to acquire said easements and property interests; and,

WHEREAS, Cusick & Williams, PLLC, City Attorneys, should be authorized to proceed with negotiation and acquisition of the easements and real property interests remaining to be acquired for said projects, and to proceed with suits for eminent domain if efforts to acquire the property interests by negotiation for the appraised compensation as hereinafter set forth fail; and,

WHEREAS, special checks in the amount of \$161.00 per lawsuit should be hereby authorized to pay to the Clerk of the County Court of Hancock County, Mississippi as required to file eminent domain suits, if suit is filed and the Special Court of Eminent Domain appoints and appraisal pursuant to their statutory authority, special checks in the amount not to exceed \$1,000 per lawsuit should be authorized to pay to the court appointed appraiser; and, if the City’s offer of just compensation based upon the above referenced appraisals is accepted by the property owners and interested parties, upon receipt of proper acceptance and tax information from the property owners, the Governing Authority finds that to expedite the projects, special checks should be hereby authorized to be issued to the property owners and interested parties for conveyance of easements and required property interests for the appraised values as hereinafter set forth; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, 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 Cusick & Williams, PLLC, City Attorneys, be and are hereby employed and authorized to do any and all acts necessary and proper as attorneys on behalf of the City of Diamondhead, Mississippi, to offer to acquire the easements and required property interests from property owners and interested parties for the City's appraised values as hereinafter set forth, and to commence and prosecute suits for eminent domain to take and condemn said easements and property interests where negotiations fail, and when suit is required, special checks in the sum of \$161.00 per lawsuit are hereby authorized to be issued to the County Court Clerk for filing fees and special checks in the sum not to exceed \$1,000 per lawsuit are hereby authorized to be issued to the Court appointed appraiser in each lawsuit, if such appraiser is appointed by the Special Court of Eminent Domain.

SECTION 3. The aforesaid City Attorneys are hereby authorized to do any and all things necessary and proper to acquire the easements and property interests hereinabove recited for the appraised value of compensation and damages as listed above; and special checks are authorized to be issued to the owners and interested parties for the total sum not to exceed the appraised values as set forth above when easements are delivered and all documentation and tax information is received to complete the purchase.

SECTION 4. This Resolution shall be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

CITY OF DIAMONDHEAD
NOMA DRIVE BALL FIELDS
PROCEDURES AND RENTAL AGREEMENT

1. Dates for use of the Noma Drive Ball Fields are awarded on a first come first serve basis with priority given to organizations within the City of Diamondhead.
2. Only persons twenty-one (21) years of age and older may reserve the Noma Drive Ball Fields.
3. The facility is the total responsibility of the lessee while under a rental agreement. Lessee assumes complete liability for all participants and spectators and any injuries or accidents that may occur at the event.
4. The Lessee or designated representative must be on-site for the duration of the event.
5. Person(s) or group(s) renting the facility shall provide proof of general liability insurance coverage not less than \$1,000,000.00 for the event being held. The City of Diamondhead shall be named as an additional insured on such insurance policy. A copy of the liability insurance must be attached to the original application with proof of listing the City of Diamondhead as an additional insured provided at least 72 hours prior to the event.
6. Any damage to the facility is the responsibility of the lessee. Missing items are also the responsibility of the lessee.
7. Lessee is responsible for leaving the facility in a clean state including, but not limited to, parking areas, concessions, restrooms, bleacher areas, and playing fields. Lessee must assist with litter pick up and trash removal.
8. NO GLASS BOTTLES OR ALCOHOLIC BEVERAGES ARE ALLOWED ON THE PREMISES.
9. The City of Diamondhead will assume no responsibility for the lining of fields. The lessee will be responsible for dragging and lining fields for the duration of the season.
10. Concession shall only be provided by the lessee.
11. Merchandise and food vendors may be allowed with permission from lessee and City approval. A vendor permit must be attained per vendor. Lessee must collect applicable sales tax.
12. Lessee may charge a gate admission fee and shall have full rights to gate admission. during the season.
13. Lessee shall secure all doors and gates each night during the season.

14. All activities at the facility must be concluded by 10:00 pm each day.
15. Lessee will be responsible for the conduct of all players and spectators attending the event and shall enforce all applicable rules and regulations.

RULES AND REGULATIONS

1. No overnight parking permitted.
2. No weapons, including but not limited to, firearms, barbecue grills, or other cooking apparatus are permitted at the complex, including parking lots.
3. No tobacco use, vaping, or smoking permitted within the complex.
4. With the exception of service dogs, no pets or animals permitted within the complex.
5. No profanity or foul language permitted.
6. No bicycles, skateboards, rollerblades, scooters, or motorcycles are permitted in the playing area.
7. All persons shall wear shirts, pants or shorts, and appropriate footwear at all times.
8. No graffiti or defacing City property will be tolerated.
9. Children must have adult supervision at all times.
10. Picnic tables, ramps, or other equipment shall not be used as "grinding" or "jumping" areas.
11. No tents or canopies permitted on ballfields.
12. Any EZ up tents or canopies must use sandbags/weights – no anchors.
13. Guests, spectators, or any individual violating any rule will be asked to comply with these Rules and Regulations. Anyone not complying with these Rules will be reported to the Diamondhead Police Department for appropriate action.
14. No additional electrical support will be provided.
15. No sunflower seeds will be sold or consumed at the complex.

The City reserves the right to change and/or amend these Rules and Regulations at any time. Notice of changes will be provided to all Organizations with pending Use Agreements.

RENTAL AGREEMENT FOR NOMA DRIVE BALL FIELDS

Name of Person and Organization Requesting Facility _____

Street _____ City _____

State _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

Date of Season _____ To _____

Other Organization Contacts: _____

PLEASE READ CAREFULLY BEFORE SIGNING:

- 1. LESSEE represents that it is fully aware of all of the applicable laws, ordinances and rules pertaining to the use of this property and lessee will fully abide by such laws, ordinances and rules.
- 2. LESSEE further represents that it will not conduct, nor allow to be conducted, any improper or unlawful act or deed in or on the Noma Ball Fields and, specifically, that it will not violate such laws, rules and ordinances concerning curfew, minor rights, disorderly conduct, alcoholic beverages, or like or similar activities or deeds and, in consideration of lease of premises, does further indemnify and hold harmless the City of Diamondhead, its officers, agents, and employees.
- 3. LESSEE further agrees, if permission is granted, to abide by the Rules and Regulations of the City, to assume responsibility and liability, and to be answerable for any and all accidents or injuries to persons or damages to property resulting from the use of the facility.

Signature of Responsible Party _____ Date _____

-----OFFICE USE ONLY-----

Date Permit Issued _____

Proof of Insurance Received _____ City Listed as Additional Insured _____

Signature of City Manager _____

Evaluation or Comments



2024-079

Item No.6.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

March 26, 2024

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Property, Equipment, Liability, Auto, Public Officials, The City’s Property, Equipment, General Liability, Auto, Public Officials, Employment Practices and Equipment Breakdown Insurance Coverages.

Frank Bordeaux and his staff have completed the marketing process and provided a proposal for renewal with a total combined premium in the amount of \$131,225. This is an increase \$11,562 over last year’s combined premium \$119,663. It is recommended to renew policies through Cadence Insurance for property through Velocity in the amount of \$28,355, Inland Marine through Ascot Insurance Company in the amount of \$17,516, Equipment Breakdown through Hartford Steam Boiler in the amount of \$1,035, General Liability in the amount of \$17,620 and Public Officials Liability in the amount of \$12,392 both through Travelers-The Charter Oak, Business Auto in the amount of \$44,174 through Travelers Property and Casualty and Crime and Cyber in the amount of \$10,133 through Travelers Casualty and Surety. All policies renewing will expire April 8, 2025. A summary of the policy and insured values are as follows:

PREMIUM SUMMARY

COVERAGE	COMPANY	AM BEST RATING	RENEWAL PREMIUM	EXPIRING PREMIUM
Property	Velocity (Various Insurers)	A- or Better	\$28,355 \$4,802,003 TIV	\$23,931 \$4,670,851 TIV
Inland Marine	Ascot Insurance Company	A XIII	\$17,516 \$1,480,372 TIV	\$21,892 \$1,887,263 TIV
Equipment Breakdown	Hartford Steam Boiler Inspection and Ins	A++XV	\$1,035 \$4,612,851 TIV	\$946 \$4,612,851 TIV
General Liability	Travelers- The Charter Oak Fire Insurance Co	A++XV	\$17,620	\$12,988
Public Officials/EPL Liability	Travelers- The Charter Oak Fire Insurance Co	A++XV	\$12,392	\$10,645
Business Auto	Travelers Property and Casualty Co of America	A++XV	\$44,174 42 Units	\$38,928 39 Units
Crime and Cyber	Travelers Casualty and Surety Co of America	A++XV	\$10,133	\$10,333
TOTAL ESTIMATED ANNUAL PREMIUM			\$131,225	\$119,663

Sincerely,

 Jon McCraw
 City Manager

PREMIUM SUMMARY

COVERAGE	COMPANY	AM BEST RATING	RENEWAL PREMIUM	EXPIRING PREMIUM
Property	Velocity (Various Insurers)	A- or Better	\$28,355 <i>\$4,802,003 TIV</i>	\$23,931 <i>\$4,670,851 TIV</i>
Inland Marine	Ascot Insurance Company	A XIII	\$17,516 <i>\$1,480,372 TIV</i>	\$21,892 <i>\$1,887,263 TIV</i>
Equipment Breakdown	Hartford Steam Boiler Inspection and Ins	A++XV	\$1,035 <i>\$4,612,851 TIV</i>	\$946 <i>\$4,612,851 TIV</i>
General Liability	Travelers- The Charter Oak Fire Insurance Co	A++XV	\$17,620	\$12,988
Public Officials/EPL Liability	Travelers- The Charter Oak Fire Insurance Co	A++XV	\$12,392	\$10,645
Business Auto	Travelers Property and Casualty Co of America	A++XV	\$44,174 <i>42 Units</i>	\$38,928 <i>39 Units</i>
Crime and Cyber	Travelers Casualty and Surety Co of America	A++XV	\$10,133	\$10,333
TOTAL ESTIMATED ANNUAL PREMIUM			\$131,225	\$119,663

OPTIONAL QUOTE

COVERAGE	COMPANY	DESCRIPTION	PREMIUM CHANGE
Commercial Auto	Travelers	Delete Uninsured/Underinsured Motorists Coverage (currently 750K limit)	-\$3,714

*Option: Policy Billed by: Cadence Insurance, A Gallagher Company
Pay Online – <https://cadenceinsurance.epaypolicy.com/>
Credit Card – 3.50%

Renewal Notes:

Property – Renewal premium is up this year due to market conditions and 3% increase in building value as inflation guard. Deductibles are increasing from 2% to 3% Named Storm and from \$10,000 to \$25,000 All Other Wind/Hail Deductible. We're still waiting to hear back from a few markets but so far no one has been able to compete with the renewal terms.

Inland Marine – Total values decreased by 22%. Evanston offered a flat rate renewal at \$18,792 however with increased deductibles from \$5,000 to \$25,000 Wind/Hail/Quake except \$10,000 to \$25,000 Flood; plus excluding flood/quake on I-10 Exit Interchange Lighting and adding a \$100,000 Wind/Hail Deductible. We will not be renewing those terms and we will instead replace them with Ascot Insurance for more favorable pricing and deductibles: \$17,516 with \$10,000 Flood/Quake Deductibles and 3%/\$25,000 Minimum Wind/Hail Deductible.

GL/PO/EPL/Auto Package – Per the underwriter, rates increased this year due to GL loss ratio sitting at 309%.

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD, MS
FOR THE INTERGOVERNMENTAL TRANSFER OF ASSETS
TO THE HANCOCK COUNTY BOARD OF SUPERVISORS**

WHEREAS, the City of Diamondhead has one (1) 2014 (VIN#1FM5K8AR1EGA14642) Ford Explorer police vehicle, one (1) 2014 (VIN#1FM5K8AR2EG25538) Ford Explorer police vehicle, and one (1) 2016 (VIN#1FM5K8ARGGA97109) Ford Explorer police vehicle which are no longer being utilized or needed for municipal purposes, and whereas the City of Diamondhead is incurring costs associated with the ownership of said vehicles;

WHEREAS, the Hancock County Sheriff’s Department has agreed to accept ownership of the vehicle for law enforcement operations and acceptance for that purpose would benefit the citizens of the Hancock County and the State of Mississippi;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council for the City of Diamondhead, do hereby declare surplus one (1) 2014 (VIN#1FM5K8AR1EGA14642) Ford Explorer police vehicle, one (1) 2014 (VIN#1FM5K8AR2EG25538) Ford Explorer police vehicle, and one (1) 2016 (VIN#1FM5K8ARGGA97109) Ford Explorer police vehicle and further agree to the intergovernmental transfer of same, absent any guarantees or assurances as to the performance or condition of said vehicles, to the Hancock County Sheriff’s Department for and in consideration of \$3.00 dollars (\$1.00 each).

SO BE IT RESOLVED, the _____ day of _____, 2024. The above and foregoing Resolution of the Mayor and Council of the City of Diamondhead, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and the matter being put to a vote, the result was as follows:

	AYES:	NAYS:	ABSENT
Councilmember Finely	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

ATTEST:

APPROVED:

Jeannie Klein, City Clerk

Mayor Nancy Depreo

SEAL

Resolution # 2024- 017

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION FROM DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

WHEREAS, the City Council (the “Governing Body”) of the City of Diamondhead, Mississippi (the “City”), acting for and on behalf of the City, hereby finds and determines as follows:

- 1. The City is in need of acquiring certain real property for drainage and greenspace purposes that is currently owned by Diamondhead Country Club & Property Owners Association, Inc.
- 2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
- 3. Diamondhead Country Club & Property Owners Association, Inc. has expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto as Exhibit “A” to this resolution.
- 4. The City is willing to accept the donation of the aforementioned properties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City will accept the donation of the aforementioned property.

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned property by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject property and to execute the Dedication Deed on behalf of the City attached collectively hereto as Exhibit “A.”

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
CUSICK & WILLIAMS, PLLC
Post Office Box 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

LOT 7, BLK 1, UNIT 10,
DIAMONDHEAD, PHASE 2,
HANCOCK COUNTY, MISSISSIPPI

GRANTORS ADDRESS:
DIAMONDHEAD COUNTRY CLUB &
PROPERTY OWNERS ASSOCIATION, INC.
7610 COUNTRY CLUB CIRCLE
DIAMONDHEAD, MS 39525
(228) 255-1900

GRANTEE'S ADDRESS:
CITY OF DIAMONDHEAD, MS
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD MS 39525
(228) 222-4626

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ____ day of _____, 2024, by and between DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC, GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi ("City"), GRANTEE.

****WITNESSETH****

WHEREAS, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

WHEREAS, the City wishes to acquire the property and assume the cost and responsibilities for maintaining same; and

WHEREAS, on _____, the Diamondhead City Council passed a resolution and order accepting the dedication of the property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. hereby dedicates, grants, conveys, covenants and agrees as follows:

DEDICATION OF ONE UNDEVELOPED TRACT

For and in consideration of the City accepting the property and maintaining the property as greenspace and drainage, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., being the sole owner of, and the only party having any interest in, the property, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a greenspace and for drainage, the property described herein below and improvements thereon and appurtenances thereto, if any. This dedication of the property is made without warranties of any kind.

The City specifically accepts the dedication of the property without warranty and subject to the following conditions:

The conveyance herein is made subject to such valid mineral reservations and/or conveyances, if any, as may have been heretofore made on the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all easements located on, over and across the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all rights-of-way and/or easements for public utilities in, on and under the property.

The conveyance herein is made subject to the City maintaining the property as greenspace and for drainage and said property is not to be developed.

Legal Description of the Undeveloped Tract:

Lot 7, Block 1, Unit 10, Diamondhead, Phase 2, according to the map or plat thereof recorded in the Office of the Chancery Clerk of Hancock County, Mississippi

Together with all improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

IT IS FURTHER UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between Grantors and Grantee, there being no other oral agreements or representations of any kind or nature whatsoever.

EXECUTED, this the ____ day of _____, 2024.

GRANTOR:

DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC.

BY: _____

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that he is the President of the Board of the Diamondhead Country Club & Property Owners Association, Inc. and that he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____
CITY MANAGER

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that he is City Manager of the City of Diamondhead, Mississippi, and that in said representative capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

A TEXT AMENDMENT TO ORDIANANCE 2019-013 -PROCEDURUAL ORDINANCE.

A resolution of the City Council of the City of Diamondhead amending Ordinance No. 2019-013 reordering the existing Presentation Agenda with regard to Council Comments and adding Council Closing Comments.

WHEREAS, the current City Council Meeting agenda is prepared in accordance with Procedural Ordinance 2019-003 adopted May 21, 2019 and includes Council Comments prior the City Manager’s Report.

PROPOSED AGENDA AMENDMENT

Amendment No. 1 – Reordering the City Council Meeting format to allow for Council Comments to follow Public Comments on Agenda Items;

Amendment No. 2 – Adding City Council Closing Comments under Routine Agenda following Public Comments on Non-Agenda Items.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Diamondhead do hereby amend Ordinance No. 2019-013Parliamentary Procedures as follows:

Amendment No. 1 – Reordering the City Council Meeting format to allow for Council Comments to follow Public Comments on Agenda Items;

Amendment No. 2 – Adding City Council Closing Comments under Routine Agenda following Public Comments on Non-Agenda Items.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

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

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 2nd DAY OF APRIL, 2024.

NANCY DEPREO, MAYOR

ATTEST: _____
Jeannie Klein, City Clerk

seal



March 12, 2024

Mr. Jon McGraw, City Manager
 City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead Ms 39525

Re: Cruisin' The Coast 2024

Dear Jon:

With preparations for Cruisin' The Coast 2024 well underway, we would like to pause a bit and thank you for your support of our event last year. I'm sure you've heard it was a record-breaker, eclipsing the 10,000 registered vehicle milestone for the first time! We are grateful for all you do. Thank you for your years of support.

The following proposal defines the agreement between Cruisin' The Coast (CTC) and the City of Diamondhead for the event, Blessing of the Classics, to be held Wednesday, October 9

City of Diamondhead will provide:

- Event fee of \$4,000
- Volunteers to staff the event
- Traffic control
- Port-o-lets
- Signage
- Liaison between City and CTC.

Cruisin' The Coast will provide:

- Promotion of the event in all appropriate printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. Printing of 10,000 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC NLT 3 p.m., September 25.
- 10 tickets to the Kickoff Sponsor Party.
- 10 Sponsor T-shirts

General:

- Outside vendors, not associated with a local merchant, will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. The City of Diamondhead is responsible for any sales tax issue arising from the event.
- ET Motorgear is the official apparel vendor of Cruisin' The Coast, other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast.
- All media releases, press conferences, and any collateral materials promoting the event must be approved in advance by CTC. CTC must approve any advertisements by sponsors of event. CTC is a registered trademark and any use of the CTC logo and the words "Cruisin" The Coast" must be approved by CTC.
- The City of Diamondhead will obtain appropriate liability insurance and list CTC as an additional insured.

Enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 3001, Gulfport, MS 39505

Representative of CTC

Representative of City of Diamondhead

[Handwritten Signature]
Signature

Signature

Sherwood R. "Woody" Bailey, Jr.
Print Name

Print Name

Executive Director
Title

Title

3/12/24
Date

Date



March 12, 2024

INVOICE

FROM: SHERWOOD R. BAILEY, JR.
CRUISIN' THE COAST® EXECUTIVE DIRECTOR

TO: Mr. Jon McGraw, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead Ms 39525

AMOUNT: \$4,000.00

FOR: CRUISIN' THE COAST® 2024 EVENT SPONSORSHIP

THANK YOU FOR YOUR SUPPORT OF CRUISIN' THE COAST.

DUE DATE: May 3, 2024

PLEASE MAKE CHECK PAYABLE TO: CRUISIN' THE COAST, INC.
P.O. BOX 3001
Gulfport, MS 39505

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Diamondhead, MS (Sponsor) and applies to the "Cruisin the Coast" event of: Wednesday, Oct. 9, 2024. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Wednesday, Oct. 9, 2024.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$4,000 as consideration for hosting a portion of the event at its site.
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.
10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.
11. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. CTC retains the exclusive right to permit and contract with any individual at the Event Site for the purposes of event promotions, concessions, activities, performances and/or charitable purposes. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other activity, vendors and/or charitable entities during the event in the area committed for use by CTC or in reasonable proximity to the site so as to serve as a disruption to registrants, patrons and other vendors of CTC.
12. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 11, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 11, the Sponsor will compel and removal any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that

those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing.

13. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.

14. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.

15. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on it's premises.

16. Sponsor and CTC agree to indemnify the other as it may relate to any claim or suit that is the result of the negligence of the other. As such, sponsor will agree to indemnify CTC for any claim or suit which alleges negligence of sponsor concerning the premises tendered or any conduct or activity of sponsor that resulted in a suit or claim by a third person. Likewise, CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury is alleged including any suit for conduct arising out of the activities of CTC.

17. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.

18. No lewd or lascivious activity will be engaged in by CTC, or it's agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

19. Time is of the essence of this agreement.

20. This agreement may be amended but only upon a writing and signed by the parties.

21. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.

22. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor, except with it's express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

23. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

24. Subject to paragraph 23, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."


25. Notwithstanding paragraph 24, both parties agree to resolve all claims by and between themselves and for those arising out of or pursuant to this agreement by arbitration which will be preceded by voluntary mediation. Any mediator or arbitrator obtained herein shall be selected by agreement of the parties or pursuant to the procedures set out and mandated by the American Arbitration Association or equivalent. In the event of any claim by and between the parties hereto, such mediation or arbitration shall occur only in Harrison County, Mississippi.

- 26. Subject to the provisions of paragraph 25, no suit may be filed by and between the parties in any jurisdiction other than Harrison County except to enforce the mediation and/or arbitration provisions herein or an award of an arbitrator.
- 27. This agreement shall expire at midnight on the last full day of the event as scheduled.
- 28. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
- 29. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.
- 30. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 20.
- 31. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport, Miss. 39505 and to: cruisinthecoast@cruisinthecoast.com. Likewise, all notice under this agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

32. Special Provisions, if any, are attached and constitute an amendment under Paragraph 20 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' the Coast, Inc.

City of Diamondhead, MS

By: 
 SHERWOOD R. BAILEY, JR.

By: _____
 [name]

Date: 3/12/24

Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Outdoor Stewardship Board of Trustees (hereinafter the "Board") and the City of Diamondhead (hereinafter "Entity") (collectively, the "parties") for the purpose of establishing the agreed upon conditions under which the Board may disburse funds to assist the Entity in paying costs associated with the local (project) Noma Drive Walking Path (hereinafter the "Project") specified in Miss. Code Ann. Section 49-39-7 (hereinafter the "Act"). The Project is described in the application provided to the Board October 2023 and is incorporated herein by reference. This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed **(\$500,000.00)** (hereinafter the "Project Funds"), for the Project. **(IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Board is a state agency that acts as Mississippi Outdoor Stewardship Trust Fund with a principal place of business at 501 N. West St., Suite 1301, Jackson, MS 39201.

WHEREAS, the Entity is a state agency, or governmental entity with a principal place of business at 5000 Diamondhead Circle Diamondhead, MS 39525.

WHEREAS, Miss. Code Ann. Section 49-39-7, authorized expenditures from the Mississippi Outdoor Stewardship Trust Fund for certain projects.

WHEREAS, pursuant to Miss. Code Ann. Section 49-39-7, the Legislature has appropriated funds to the entity to pay the costs of the Project.

WHEREAS, the Act authorizes the Board to disburse monies in the Mississippi Outdoor Stewardship Trust Fund to pay the costs of the Project.

WHEREAS, the Board finds that it is in the best interest of the Board and the Entity that the funds on deposit in the Mississippi Outdoor Stewardship Trust Fund for the Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE BOARD AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The Entity agrees to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference.

Section 2. The Entity agrees to abide by the Mississippi Outdoor Stewardship Program Manual and is incorporated herein by reference.

Section 3. the Entity shall obtain or require contractor to obtain a builder's risk insurance policy at the time any construction begins. The insurance must cover potential losses after initiation, but before completion, of the construction or modernization caused by theft, fire, vandalism, and other types of accidental loss or damage to the project. The Board may waive this requirement if the Entity shows that it is effectively self-insured against the risks involved. The term “effectively self-insured” shall mean that the recipient has sufficient funds to pay for any damage, including total replacement, if necessary, or to satisfy any claims against the project.

Section 4. The Board shall retain ten percent (10%) of each reimbursement request. Upon the completion of the project and all required documentation has been submitted and approved by the Board, the retainage amount shall be released to the Entity after a final audit is conducted.

Section 5. The Entity agrees that the Board shall reimburse the Entity once project expenses have been incurred and paid for by the Entity, proper itemized expenditure documentation has been submitted to the Board, and the Board has approved the requested reimbursement up to the amount in this agreement. Proper documentation includes all invoices, receipts and associated with the reported expenditures. Reimbursement requests shall be provided within thirty (30) days of each calendar end of the month.

Section 6. The Entity agrees expenses directly related to the project scope but incurred prior to this agreement are not reimbursable. Appraisals, project planning, and environmental compliance review expenses may be counted as match only if incurred within eighteen (18) months of this agreement.

Section 7. The Entity agrees that any incidental costs or items not directly associated and essential for the completion and execution of a project shall be ineligible for reimbursement or match. Entity should refer to federal regulations on cost principles to assist in determining allowable costs appropriate for the project.

Section 8. The Entity agrees that the value of donations and third-party contributions provided at no cost cannot be reimbursed and to be counted towards a project's match, the Entity shall provide an invoice and a letter from the organization acknowledging the donation and its fair market value.

Section 9. The Entity agrees that labor donations shall be valued at an hourly rate of pay to be calculated using the Mississippi Median Hourly Wage standards for the most

comparable occupation identified on the U.S. Bureau of Labor Statistics site, found at https://www.bls.gov/oes/current/oes_ms.htm, excluding taxes, benefits, and overtime.

Section 10. The Entity agrees to expend the funds within twenty-four (24) months from the date of this agreement.

Section 11. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the Board regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 12. The Entity agrees that the Entity may request project term extensions if the project is expected to exceed the 24-month deadline. Extensions must be requested within a reasonable time before the expiration of the original 24-month deadline. At a minimum, extension requests must inform the Board of the current status of the project, current expenditures, anticipated completion date, and reason for the delay. The Board, at its discretion, may request any additional information necessary to make its determination. Extensions are limited to ninety (90) day increments and subject to approval by the Board. If approved, the Entity shall sign a Project Agreement Amendment. If disapproved, and this agreement cannot be fulfilled, the Board may deobligate in part or in whole the funds appropriated in this agreement.

Section 13. The Entity agrees to provide quarterly reports to the Board which provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the Board and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide to the Board a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project.

Section 14. The Board, pursuant to the Act, shall disburse the Project Funds from the Mississippi Outdoor Stewardship Trust Fund upon written request of the Entity to reimburse the costs associated with the Project.

Section 15. The Entity certifies and agrees to make every effort to expend all funds received from the Mississippi Outdoor Stewardship Trust Fund within twenty-four (24) months from the date of this agreement and solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 16. The Entity agrees to execute any procurements utilizing the funding in a commercially reasonable manner. Failure to adhere may cause the Board to withhold all sums for the Project and/or seek recovery of the same. Further, the Entity agrees to

maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein.

Section 17. The Entity agrees to provide the Board quarterly notarized reports as set forth hereinabove, in a format prescribed by the Board. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the Board with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 18. The Entity agrees to conduct an independent annual audit and provide the Board with each annual audit report during the term of this Agreement. The Entity agrees to obtain an audit in accordance with auditing standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

Section 19. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the Mississippi Outdoor Stewardship Trust Fund sufficient to satisfy and confirm, to Board satisfaction, that such funds have been expended solely for the costs of the project as authorized and provided by the Act.

Section 20. The Entity agrees that if any proceeds from the Project Fund are remaining at the completion of the Project, the Entity will immediately notify and consult with the Board regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 21. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the Board to withhold funds for the Project or seek recovery of same.

Section 22. Any notice from one party to the other under this Agreement shall be in writing and may be either personally delivered, emailed, or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow, or to such other addresses provided for in this Agreement, or as the Parties may hereinafter designate in writing. Any such notice shall be deemed to have been given as of the date transmitted.

(Entity)
City of Diamondhead
Attn: Jon McCraw
5000 Diamondhead Circle
Diamondhead, MS 39525
Phone: (228) 222-4626
jmccraw@diamondhead.ms.gov

Mississippi Outdoor Stewardship Trust Fund
Attention: Ricky Flynt, Executive Director
501 N. West St., Suite 1301
Jackson, MS 39201
Ph. (601) 359-2526
Ricky.Flynt@dfa.ms.gov

Section 23. This MOU may be amended or modified only by written agreement signed by both parties.

Section 24. The Board has authority to hear, oversee, and resolve any disputes that may arise in carrying out the duties of the parties under this MOU. The Parties agree to undertake a good faith attempt to resolve any such disputes before seeking Board resolution.

Section 25. If any term or provision of this MOU is prohibited by the laws of the State of Mississippi or declared void by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable.

Section 26. Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this MOU and caused by the party's own principals, agents, employees, contractors, or subcontractors while performing under this MOU. Further, the parties do not assume liability for any actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

Section 27. The Entity's tort liability, as political subdivision of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Board's liability, as a political subdivision of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the Entity, Board, or the State under statute.

Section 28. It is understood and agreed that this document constitutes the entire understanding of the parties with respect to the subject matter contained herein and supersedes and replaces all prior negotiations, understandings, and agreements, written or oral, between the parties relating to the subject matter.

Section 29. This MOU, including any exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. § 25-61-1, *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this MOU may

be subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.*

Section 30. Neither Party shall have the right to assign this MOU to a third party without the prior written consent of the other Party. Any permitted assignee shall assume all obligations of its assignor under this MOU. No assignment shall relieve any party of responsibility for the performance of any obligations that have accrued prior to such assignment.

Section 31. The failure of either Party to insist upon the strict observation or performance of any provision of this MOU or to exercise any right or remedy shall not impair or waive any such right or remedy in the future. Every right and remedy given by this MOU to the Parties may be exercised from time to time as often as appropriate.

Section 32. The Board and the Entity each represent and warrant to the other that the person signing below has all requisite legal power and authority to execute this MOU on behalf of each party and each party shall thereby be bound.

Section 33. This MOU is effective on the date of the final signature to the MOU ("Effective Date of this MOU"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purpose of this MOU.

Section 34. Entity agrees and understands that it shall not proceed with any action requiring reimbursement, excepting items exempt in the MOSTF Program Manual, until Entity has been issued a Notice to Proceed Letter.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI OUTDOOR STEWARDSHIP BOARD OF TRUSTEES

By: _____
Van Ray, Chairman

Date: _____

(ENTITY NAME)

By: _____
Name, Title

Date: _____

EXHIBIT A

The Entity shall maintain on file for Board review, the following items in relation to the Project:

1. A copy of the Program of Work for the Project.
2. A copy of any and all construction documents including contracts.
3. A copy of all contractor pay requests and professional pay requests and approval of payment for said services.
4. All invoices.
5. A copy of annual audit reports.
6. All contracts.
7. Any and all other documentation which may be required to document, to the Board satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

2024-085

Item No. 12.



5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

March 26, 2024

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

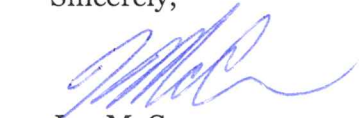
Re: Authorize use of city-owned police units for off-duty officer detail for the MDOT Interstate Widening Project

Approval is hereby requested to authorize the use of city-owned police units by off-duty officers to perform traffic control detail during construction hours for the MDOT Interstate Widening Project. The project contractor will reimburse the City at a rate of \$10.00 per hour for the vehicle(s) used for the traffic control detail.

We have discussed insurance coverage for the usage of vehicles with our auto insurance agent(s) and have been informed there are no concerns it relates to our vehicle insurance policy and coverage.

Thank you in advance for your approval in this matter.

Sincerely,


Jon McCraw
City Manager

ADVERTISEMENT FOR BIDS

Bid No. 2024-005

GENERAL NOTICE

The City of Diamondhead is requesting Bids for the construction of the following Project:

NOMA DRIVE WATERFRONT IMPROVEMENTS

Sealed bids for the construction of the Project will be received at the City of Diamondhead located at 5000 Diamondhead Circle, Diamondhead, MS 39525, until Tuesday, May 14, 2024, at 10:00 AM local time. At that time, all bids received will be publicly opened and the bid amount read aloud.

The work included in the Contract shall consist primarily of Construction of the following items:

- Construction of boat launch, 150' timber pier, floating ADA kayak launch, and timber Pavilion with ADA ramp for comfort station trailer.

OBTAINING THE BIDDING DOCUMENTS

Information and Bidding Documents for the Project can be found at the following designated website:

www.diamondheadbids.com

Plans and Specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.diamondheadbids.com. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders are to contact the Plan House at (228) 248-0181. No partial sets of drawings or project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

The Issuing Offices for the Bidding Documents is:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

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

Prospective Bidders may examine the Bidding Documents at the Issuing Offices on Monday-Thursday between 8:00-5:00 and Friday 8:00-12:00.

INSTRUCTIONS TO BIDDERS

Bids must be submitted upon the standard forms contained within these contract documents furnished by the Engineer, noted in the Information for Bidders. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the owner as bid security. Bidders shall also submit a current financial statement, if requested by the Owner. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The required documents shall be submitted in a sealed envelope and the outside of the envelope shall be marked plainly as: Bid No. 2024-005 Noma Drive Waterfront Improvements and the Certificate of Responsibility Number.

Bids shall be deposited with the City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525 or for those interested, bids can be submitted at www.diamondheadbids.com under the project page, prior to the hour and date designated above. No oral, telegraphic, telephonic, or e-mail proposals shall be considered. All interpretations of drawings and specifications shall be directed to Jason Chiniche at Chiniche Engineering & Surveying by email to: jason@chiniche.com. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening without Owner's consent. The Owner reserves the right to reject any or all bids and to waive any or all informalities.

Work to be performed shall be in accordance with all Federal, State and Local Regulations and Codes.

Approved by the order of the City of Diamondhead City Council, this the April 2, 2024.

Jeannie Klein
City Clerk

PUBLISH:

1st Advertisement Date: Thursday, April 11, 2024

2nd Advertisement Date: Thursday, April 18, 2024



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

A handwritten signature in black ink, appearing to read "J. Pat Rich", is written over the printed name.

DATE: March 27, 2024

SUBJECT: Lemous Thompson, Jr. Setback Variance

Mr. Thompson requested a variance to the 10' setback from the primary structure to construct an accessory structure, shed.

- Accessory structure was not placed where indicated on the drawing.
- There are no special conditions and circumstances. Lot width is sufficient to meet the setback requirement.
- The lot is in a flood zone and must be raised 2'.
- Staff recommendation was to deny the variance based on the literal interpretation of the reasons for granting a variance.

The Planning & Zoning Commission voted 5-0 to recommend denying the variance.



Commissioner Bennett
Commissioner Brewer
Commissioner Debrow
Commissioner Flowers
Commissioner Harwood
Commissioner Parrish
Commissioner Nicaud

AGENDA PLANNING AND ZONING COMMISSION

Tuesday, March 26, 2024

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Statement of Purpose

1. May our decisions today be made with wisdom, careful deliberation and in the best interest of the City of Diamondhead. May we display patience and kindness in our dealings with each other and all who are in attendance and may any decisions made today promote the health, safety and welfare of the citizens of Diamondhead and the enhancement of the City as a whole.

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of February 27, 2024 minutes.

New Business

*Denied
S-D*

3. Lemous Thompson, Jr. has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of an accessory structure within 10' of the principal residence. The property address is 7336 Anela Place. The tax parcel number is 068R-3-41-090.000. The property is in the R-2 zoning district. The setback from the principal residence is 8'. The variance requested is 2'. The Case File Number is 202400069.
4. Revised draft of proposed Text Amendment to the Code of Ordinances Appendix A - Zoning. The proposed text amendment is a comprehensive revision of the Zoning Ordinance to reflect Envision Diamondhead 2040, the city's Comprehensive Plan. Case File Number is 202300448.

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

Adjourn or Recess



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: March 26, 2024

NATURE OF REQUEST: Lemous Thompson, Jr. has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of an accessory structure within 10' of the principal residence. The property address is 7336 Anela Place. The tax parcel number is 068R-3-41-090.000. The property is in the R-2 zoning district. The setback from the principal residence is 8'. The variance requested is 2'. The Case File Number is 202400069.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: March 26, 2024

RECOMMENDATION TO PLANNING COMMISSION: To **deny** the variance as petitioned.

The staff recommends approving the variance based on the following findings of fact.

- A. That special conditions and circumstances *do not* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *Lot width is sufficient to meet the residence setback requirement.*
- B. That literal interpretation of the provisions of this title *would not* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title.
- C. That special conditions and circumstances, if any, *do* result from the actions of the applicant. *Accessory structure was not placed where indicated on drawing and no inspections were requested.*
- D. That granting the variance requested *will* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, *will not* represent the minimum variance that will afford relief and *will not* represent the least modification possible of the regulation in issue.
- F. The Variance *does not* observe the spirit of the Ordinance and *will* change the character of the district (area).
- G. The Variance *will not* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will* result in any change in use or density of the subject property.

March 25, 2024

Attention: Planning & Zoning Commission, City Hall, Diamondhead

Subject: Public Hearing City Hall, Tuesday March 25, 2024 6pm – Variance Request for Accessory Structure on Property 7336 Anela

We are the property owners in Anela Place whose residences are in close proximity to 7336 Anela Place. On February 03, 2024, an XL “Accessory Structure” resembling a Katrina Home with attached deck and stairs was installed on said property. It is situated prominently center front close to the road where it gives the appearance of a temporary dwelling while the actual residence is set back on the property over shadowed by this structure.

Our concerns are as follows:-

- (1) Due to the structure’s imposing size and present position it looks out of place in our R-2 Zoning area.
- (2) Does this building comply with the zoning laws for an “Accessory Structure” with regard to appearance size and where it may be placed on the property?
- (3) We spend money and time on the upkeep of our properties and we are concerned that the look size and placement of this structure will negatively affect our property values.

We understand that the Owner was granted permission by Diamondhead to install the structure on his property under “Accessory Structure” but we are at a loss to understand why permission was granted to situate such a large building so prominently close to the road. Therefore, we respectfully request that the structure be set further back on the double lot to a less commanding position.

Thank you for your consideration towards a mutual resolution in this matter.

Elizabeth Johnson, 7330 Anela Place. Cell: 228 342 6678

Gary Fayard, 7328 Anela Place. Cell: 228 304 7633

Stephanie Fayard, 7328 Anela Place. Cell: 850 499 0988

Trudy Aucoin, 7332 Anela Place. Cell: 985 966 4569

Pat Rich

From: Stephanie Fayard <sfayard0620@gmail.com>
Sent: Tuesday, March 19, 2024 3:01 PM
To: Pat Rich
Subject: Zoning R-2

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon, I am sending this email regarding my concern for a structure to be built 2 feet from the road requested by 7336 Anela Pl.

One of many reasons we moved to Diamondhead was because of the environment provided by the regulations for homeowners regarding building and requirements needed for homeowners to keep the community appealing for future and present residents. I realize we all pay homeowners fees and property taxes. The taxes are more than other residential locations in addition to fire department dues and the POA dues paid by residents.

We oppose the variance request because of the appearance it will provide the area. In addition, my understanding based on a conversation the homeowner had with my husband, he desire to have an office at the address because he is now selling insurance.

We live in a residential area and would like to keep the area residential and buildings 8 feet from the road, at the least. If we wanted to move to an area with no property requirements, we would not have chosen Diamondhead.

I was told the homeowner can have tenants in his house renting rooms (the yard is not kept up- trash outside around the garage area and they throw items in the woods across the street [I have witnessed this]) but he is now attempting to change our zoning ordinance. I do wonder what impact this will have on our neighborhood and our property value. We keep our yard nice (when weather permits) and do this to maintain our property value but also because we take pride in our residential community.

Someone with the POA was looking at vacant lots on our street a few weeks ago. My husband and I met them because we were curious what they were doing. The wife and husband asked "what is going on at that address?" They were referring to the "shed." We explained that it was approved by Diamondhead for 7336 Anela Pl to place the "shed" there. They could not believe the "shed" was allowed and advised us to speak to our councilman.

If we decide to sell, I believe 7336 Anela Place will have a negative impact on the ability to sell and the selling price of our home- 7336 is already getting negative comments.

Sincerely A Concerned Homeowner,
Luther and Stephanie Fayard
Home Owners' 7328 Anela Place



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228-222-4390
www.diamondhead.ms.gov

TO: Lemous Thompson, Jr. and adjacent property owners

FROM: J. Pat Rich, Development Coordinator *J. Pat Rich*

DATE: March 11, 2024

SUBJECT: Variance request before the Planning & Zoning Commission

Lemous Thompson, Jr. has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of an accessory structure within 10' of the principal residence. The property address is 7336 Anela Place. The tax parcel number is 068R-3-41-090.000. The property is in the R-2 zoning district. The setback from the principal residence is 8'. The variance requested is 2'. The Case File Number is 202400069.

In accordance with the Comprehensive Zoning Ordinance Article 2.6.4, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited period, or may be granted subject to conditions as the Planning Commission or Mayor and City Council may prescribe.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, March 26, 2024, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact J. Pat Rich, Development Coordinator, at 228-242-1613 or prich@diamondhead.ms.gov.

**NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS**

Lemous Thompson, Jr. has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of an accessory structure within 10' of the principal residence.

The property address is 7336 Anela Place. The tax parcel number is 068R-3-41-090.000. The property is in the R-2 zoning district. The setback from the principal residence is 8'. The variance requested is 2'. The Case File Number is 202400069.

In accordance with the Comprehensive Zoning Ordinance Article 2.6.4, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited period, or may be granted subject to conditions as the Planning Commission or Mayor and City Council may prescribe.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, March 26, 2024, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact J. Pat Rich, Development Coordinator, at p_rich@diamondhead.ms.gov or 228-242-1613.



5000 Diamondhead Circle
Diamondhead, MS 39525
Ph: 228-222-4626
FX: 228-222-4390

APPLICATION FOR VARIANCE REQUEST

Case Number: 2024000069

Date 2/16/24

Applicant: Remous Thompson Jr

Applicant's Address: 7336 Anela Pl

Applicant's Email Address: _____

Applicant's Contact Number: (Home) 228-368-2417 (Work) _____ (Cell) _____

Property Owner: Same as above

Owner's Mailing Address: _____

Owner's Email Address _____

Owner's Contact Number: (Home) _____ (Work) _____ (Cell) _____

Tax Roll Parcel Number: _____

Physical Street Address: 068 R - 3 - 41 - 090.000

Legal Description of Property: Ph 1, Unit 2, BIK 4 Lots 9+10

Zoning District: _____

State Purpose of Variance: (Front/Side/Rear/Lot Size/Parking/Building/Coverage)
(Signage-Size-Height) _____

Variance of 10' setback requirement for Accessory Building from residence. Building is 8' from Residence Requesting variance of 2'

STATEMENT OF UNDERSTANDING

As the applicant or owner/s for the requested Variance in the City of Diamondhead, I (we) understand the following:

The application fee of \$100.00 must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

As the applicant or owner/s, I (we), or the designed representative, must be present at the public hearing.

That all information provided with this application is true and correct to the best of my knowledge.

That this application represents only property owned by me (us) and that any other adjoining property owners must apply for a Variance on his own behalf.

That all required attachments have been provided to the City of Diamondhead.

That additional information may be required by the Planning Commission prior to final disposition.

The City Council will not accept new case evidence once the recommendation has been made by the Planning Commission. If new evidence needs to be presented, the applicant will need to request that the matter be referred back to the Planning Commission for review.

The Public Hearing will be held on March 26, 2024 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

If a continuance of the hearing is necessary at my (our) request, the request must be made to the Zoning Official a minimum of seven (7) days prior to the hearing. If such request is not made in writing, I understand that a new application must be filed and an application fee paid to the City.

If the application is denied by the City Council, a new application for the subject property may not be submitted for one (1) year from the date of denial.

Lemon Hayes

Signature of Applicant

Signature of Property Owner

For Official Use Only

- \$100.00
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owner

- Application Signed
- Written Project Description
- Drainage Plan NA
- Notarized Statement NA

REQUIRED ITEM A

Property Owner _____

Street Address _____
Statement Describing Variance Request

The reasons why it complies with the criteria for variances:

1. DO THE SPECIAL CONDITIONS AND/OR CIRCUMSTANCES EXIST WHICH AFFECT ONLY THE LAND OR STRUCTURE IN QUESTION AND NO OTHER SURROUNDING OR SIMILAR PROPERTIES?

Response: _____

2. WOULD LITERAL INTERPRETATION OF THE ZONING ORDINANCE DEPRIVE THE OWNER/APPLIANT OF RIGHTS COMMONLY ENJOYED BY OTHER PROPERTIES IN THE SAME ZONING DISTRICT?

Response: _____

3. ARE THE SPECIAL CONDITIONS OR CIRCUMSTANCES NOT CAUSED BY THE OWNER/APPLICANT?

Response: _____

4. WOULD THE REQUESTED VARIANCE NOT GIVE THE OWNER/APPLICANT ANY SPECIAL PRIVILEGES OR RIGHTS NOT SHARED BY OWNERS OF SIMILAR PROPERTIES?

Response: _____

Beau King

From: Beau King
Sent: Thursday, February 15, 2024 11:44 AM
To: LEMOUS72@GMAIL.COM
Cc: Timothy Simmons; Steven J Torone; Pat Rich
Subject: RE: THINGS YOU NEED

Upon inspection of the shed, we have found the following violations:

- Shed is closer than 10' from the house and is in front of the house.
- The shed construction does not meet the engineered plans for wind rating.
- The shed is not made with flood resistant materials and does not have flood vents installed.

Beau King
Building Official
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Office: 228-222-4626 Ext. 1807
Direct: 228-222-4023



From: Beau King
Sent: Tuesday, January 9, 2024 1:59 PM
To: LEMOUS72@GMAIL.COM
Cc: Tammy Braud <tbraud@diamondhead.ms.gov>
Subject: FW: THINGS YOU NEED

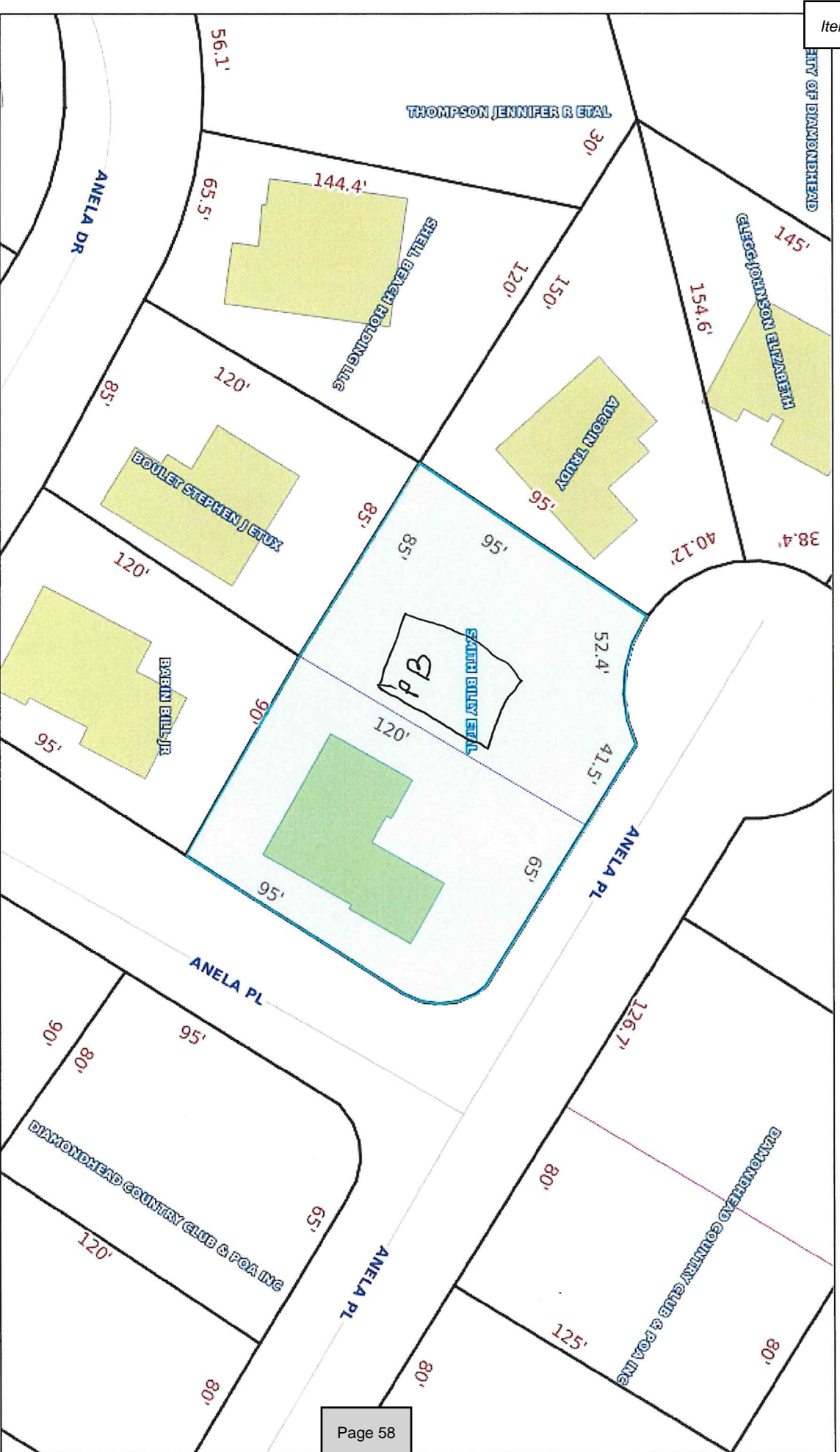
Good afternoon,

I received the deed and the setbacks. The shed proposed is 384 square feet. It would have to be elevated to 1 foot above your base flood elevation, which is 17 feet, because your house is in an AE 17 flood zone. If you do not want to elevate, it would need to be no greater than 299 square feet, made with flood resistant materials, and have flood vents installed.

Beau King
Building Official
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Office: 228-222-4626 Ext. 1807
Direct: 228-222-4023

Item No. 14.

Geoportal Map



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









2022 3150
Recorded in the Above
Deed Book & Page
02-25-2022 12:07:40 PM
Timothy A Keller
Hancock County

Prepared By:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035
File No: 21-1216

Return To:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035

STATE OF MISSISSIPPI
COUNTY OF Hancock

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I

Scott G Corey , Grantor
110 Leland Ct.
Dothan, AL 36303
Phone: 251-599-3775

Do hereby sell, convey, bargain and warrant to

Billy Smith and Lemous Thompson,, Grantee
7336 Anela Place
Diamondhead, MS 39525
Phone: 228-365-2427

As joint tenants with the right of survivorship and not as tenants in common, the following described real property situated and located in **Hancock** County, Mississippi, more particularly and certainly described as follows:

Lots 9 and 10, Block 4, Amended Plat of Unit 2, Diamondhead, Phase 1, Hancock County, Mississippi as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

The Grantor herein certifies that the property herein above conveyed forms no part of the homestead of said Grantor.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years taxes are specifically assumed by Grantee herein. That certain Covenant Agreement recorded in the office of the Chancery Clerk which sets forth specific covenants and agreements which constitute perpetual covenants and restrictions running with and encumbering the above described property, including but not limited to the covenant as to flood insurance which states that any commercial or residential structure located on any part of the above-described property shall, at all times, be insured under a policy of flood insurance in the amount of 100% of the fully insurable value as determined by a property insurer.

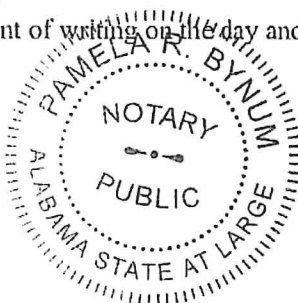
WITNESS MY SIGNATURE, this the 18th day of February, 2022.

Scott G Corey

Scott G Corey

STATE OF ALABAMA
COUNTY OF Houston

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 16th day of February, 2022, Scott G Corey, who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.




Pamela R Bynum

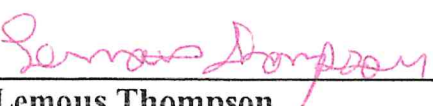
Notary Public
My Commission Expires:

PAMELA R. BYNUM
Notary Public, AL State at Large
My Comm. Expires Jan. 25, 2025

THE GRANTEES HEREIN EXECUTE THIS DOCUMENT
ACKNOWLEDGING THEY HAVE BEEN FULLY ADVISED OF
THE EXCEPTIONS TO THE WARRANTY SET FORTH HEREIN.



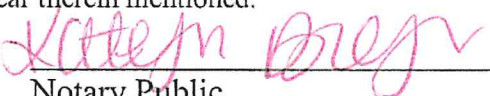
Billy Smith



Lemous Thompson

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 18th day of February, 2022, Billy Smith and Lemous Thompson, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.



Notary Public
My Commission Expires:



Hancock County
I certify this instrument was filed on
02-25-2022 12:07:40 PM
and recorded in Deed Book
2022 at pages 3150 - 3152
Timothy A Kellar



City of Diamondhead, MS

Docket of Claims Register

Item No. 15.

APPKT02148 - 4.2.24 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount			
DKT231613	AGJ	04/02/2024	113060	HOSTED EXCHANGE	001-140-605.00	Professional Fees - IT		2,404.28			
							MSP-112823	BACKUP	001-140-605.00	Professional Fees - IT	31.50
									001-140-605.00	Professional Fees - IT	40.00
									001-140-605.00	Professional Fees - IT	250.00
									001-140-605.00	Professional Fees - IT	2,019.78
						Professional Fees - IT	63.00				
DKT231614	Amazon com LLC	04/02/2024	1LPJ-V6PW-HF73	RC CAR	001-280-501.00	Office Supplies		353.68			
									001-301-502.00	Small Hand Tools	54.32
									001-280-501.00	Office Supplies	23.96
									001-140-501.00	Supplies	52.54
									001-140-501.00	Supplies	143.88
				001-301-502.00	Small Hand Tools	15.99	62.99				
DKT231615	BLADES GROUP, LLC	04/02/2024	18044388	ASPHALT PATCH	001-301-581.00	Asphalt/Concrete		1,240.00			
											1,240.00
DKT231616	CADENCE INSURANCE	04/02/2024	MARCH 2024	AUTO INSURANCE	001-140-625.00	Insurance		131,225.68			
								1,140.17			
								20,462.51			
								3,292.88			
								28,355.00			
								10,133.00			
								1,035.00			
								17,620.00			
								17,516.00			
	12,392.00										
		001-200-625.00	Insurance	19,278.44							
DKT231617	CHRISTOPHER ALLEN STRICKLAND	04/02/2024	2440	FA #227 REPAIRS - HYDRAULIC CYLINDER	001-301-635.00	Professional Fees - R&M Outside Services		2,430.00			
								2,430.00			

Docket of Claims Register - Council

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount			
	Payable Date	Payable Number				Line	Amount		
DKT231618	Coast Electric Power Association		MONTHLY ELECTRIC BILL				19,662.98		
	04/02/2024	3/11/24-001				001-301-630.00	Utilities - Streetlights & Other	11,319.96	
		3/11/24-002				001-301-630.00	Utilities - Streetlights & Other	1,623.76	
		3/18/24-026				001-301-630.00	Utilities - Streetlights & Other	56.35	
		3/9/24-003				001-140-630.00	Utilities - General	1,986.23	
						001-301-630.00	Utilities - Streetlights & Other	2,759.80	
		3/9/24-005				001-301-630.00	Utilities - Streetlights & Other	83.54	
		3/9/24-007				001-301-630.00	Utilities - Streetlights & Other	55.04	
		3/9/24-010				001-140-630.00	Utilities - General	71.86	
		3/9/24-012				001-140-630.00	Utilities - General	56.07	
		3/9/24-016				001-301-630.00	Utilities - Streetlights & Other	52.80	
		3/9/24-017				001-301-630.00	Utilities - Streetlights & Other	234.23	
		3/9/24-018				001-301-630.00	Utilities - Streetlights & Other	66.72	
		3/9/24-020				001-301-630.00	Utilities - Streetlights & Other	1,240.74	
		3/9/24-19				001-301-630.00	Utilities - Streetlights & Other	55.88	
	DKT231619	Coastal Hardware and Rental Co LLC							
	04/02/2024	D2034765	INVERTED WHITE MARKER PAINT	001-301-501.00	Supplies	94.68			
DKT231620	Coastal Tire and Auto LLC						286.00		
	04/02/2024	77344	JOHN DEERE GATOR TIRES	001-301-571.00	Repairs & Maintenance - Equipment	143.00			
				001-301-571.00	Repairs & Maintenance - Equipment	143.00			
DKT231621	CSpire Cell Service						1,002.97		
	04/02/2024	3/18/24	CELLULAR SERVICE FOR FEBRUARY	001-140-632.00	Telephone - Cell	44.91			
				001-200-612.00	Internet	344.80			
				001-280-632.00	Telephone - Cell	179.64			
				001-301-632.00	Telephone - Cell	433.62			
DKT231622	CUSICK & WILLIAMS, PLLC						15,512.50		
	04/02/2024	1309	GENERAL MATTERS -- MARCH	001-140-603.00	Professional Fees - Legal	10,856.25			
		1310	PLANNING AND ZONING -- MARCH	001-280-603.00	Professional Fees - Legal	1,531.25			
		1311	CITY PROSECUTOR -- MARCH	001-110-603.00	Professional Fees - Legal	3,000.00			
		1312	BYCHURCH -- MARCH	001-140-603.00	Professional Fees - Legal	125.00			
DKT231623	Diamondhead Water and Sewer District						306.58		
	04/02/2024	4/10/24-020	WATER	001-140-630.00	Utilities - General	104.59			
				001-140-630.00	Utilities - General	52.29			
		4/10/24-021		001-301-630.00	Utilities - Streetlights & Other	24.95			
		4/10/24-170		001-301-630.00	Utilities - Streetlights & Other	24.95			
		4/10/24-2070		001-301-630.00	Utilities - Streetlights & Other	24.95			
		4/10/24-2075		001-301-630.00	Utilities - Streetlights & Other	24.95			
		4/10/24-2080		001-301-630.00	Utilities - Streetlights & Other	24.95			
		4/10/24-830		001-301-630.00	Utilities - Streetlights & Other	24.95			

Docket of Claims Register - Council

APPKT02148 Item No. 15. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
							Amount	
DKT231624	Eagle Energy	04/02/2024	42141	PUBLIC WORKS FUEL	001-301-525.00	Fuel		3,221.09
								9.59
								1,594.25
			42142		001-301-525.00	Fuel		1,617.25
DKT231625	Fuelman	04/02/2024	NP66117094	FOR THE WEEK ENDING 3/17/24	001-200-525.00	Fuel		1,892.80
								894.92
			NP66143791	FOR THE WEEK ENDING 3/24/24	001-280-525.00	Fuel		40.76
								870.63
			001-200-525.00	Fuel		86.49		
			001-280-525.00	Fuel				
DKT231626	Hancock County Sheriffs Office	04/03/2024	2024-DHLE-012	INTERLOCAL AGREEMENT FOR WEEK ENDING 3.9.24	001-200-690.00	Interlocal Agreement		31,174.00
								30,928.00
					001-200-612.00	Internet		246.00
DKT231627	Lowe's Home Improvement	04/02/2024	971774-MRBUZA	40% DEET BUG SPRAY	001-301-501.00	Supplies		62.48
								62.48
DKT231628	Mid South Uniform and Supply	04/02/2024	647797	POLICE UNIFORM SUPPLIES	001-200-535.00	Uniforms		115.00
								12.00
								10.00
								60.00
					001-200-535.00	Uniforms		33.00
DKT231629	MS Valuations LLC	04/02/2024	MS01-24-0102	JENNY INC/RJD PROPERTY APPRAISALS	164-653-681.00	Professional Services - Other		2,100.00
								1,050.00
			MS01-24-0103		164-653-681.00	Professional Services - Other		1,050.00
DKT231630	Napa of Bay St Louis	04/02/2024	376772	HYDRAULIC FLUID	001-301-501.00	Supplies		149.97
								149.97
DKT231631	South MS Business Machines Gulfport	04/02/2024	456387	PER COPY CHARGE FOR MARCH	001-280-506.00	Copier Usage/Maintenance		60.74
								60.74
DKT231632	TIFFANY COWMAN	04/02/2024	8727	RELEASE OF CLAIM - MITRENGA	001-140-681.00	Other Services & Charges		27.00
								27.00

Docket of Claims Register - Council

APPKT02148 Item No. 15. ET

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231633	UMB Card Services	04/02/2024	5264042	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00	Membership Dues/Fees	86.00	409.14
					001-140-623.00	Membership Dues/Fees	15.99	
	MARCH2024	CHILI COOKOFF SUPPLIES	001-140-650.00	Promotions	7.50			
			001-140-650.00	Promotions	2.50			
			001-140-650.00	Promotions	4.95			
			001-140-650.00	Promotions	216.66			
			001-140-650.00	Promotions	75.54			
DKT231634	UniFirst Corporation	04/02/2024	1530135527	UNIFORM RENTAL FOR THE WEEK ENDING 3/25/24	001-301-535.00	Uniforms	132.86	265.72
			153014165	UNIFORM RENTAL FOR THE WEEK ENDING 3/18/24	001-301-535.00	Uniforms	132.86	
DKT231635	Waste Management	04/02/2024	0827798-4768-8	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	72.48	72.48
DKT231636	WESLEY SANDERFORD	04/02/2024	MARCH 2024	OPEN JAM BAND SERVICES	001-653-650.00	Promotions	300.00	300.00
Total Claims: 24							Total Payment Amount:	214,369.09