



Mayor Depreo
Councilmember L'Ecuyer At-Large
Councilmember Finley Ward 1
Councilmember Moran Ward 2
Councilmember Morgan Ward 3
Councilmember Clark Ward 4

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, May 04, 2021

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.

Council Comments.

- a. The next Regular Meeting of the City Council will be held May 18, 2021 at 6:00 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.
- b. The Dog Park Day has been rescheduled to be held Sunday, May 16th from 1 - 4 p.m.
- c. Introduction - Ella Nolan, City of Diamondhead Representative 2021 Deep Sea Fishing Rodeo Princess Pageant
- d. Shane Finley - Update on Construction Material Market
- e. John Hall - Update on Residential Real Estate market

City Manager's Report.

Public Comments on Agenda Items.

Minutes:

1. Motion to approve April 20, 2021 Regular Meeting Minutes.

Policy Agenda.

Public Hearing.

- a. Motion to open Public Hearing for Proposed Tax Increment Financing for Diamondhead Medical Center Project.

Ordinances:

Resolutions:

2. **2021-135:** Motion to adopt Resolution 2021-024 thereby determining the necessity for and invoking the authority granted to the City by the Legislature with respect to tax increment financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining the Diamondhead Medical Center project is eligible for tax increment finance under the Laws of

the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan and for other related purposes.

Consent Agenda:

- 3. 2021-132:** Motion to approve Budget Amendments 2021-23 and 2021-24.
- 4. 2021-133:** Motion to approve the proposed FY22 Budget Calendar.
- 5. 2021-139:** Motion to authorize work assignment under the Master Service Agreement with James J. Chiniche in an amount not to exceed \$1,500 to survey Diamondhead Dog Park parcel.
- 6. 2021-141:** Motion to approve a Work Assignment under the Engineering Master Services Agreement with Pickering Firm in an amount not to exceed \$42,600 for engineering, permitting, bidding and construction phases for Makiki Drive Culvert Replacement Project.

Action Agenda.

- 7. 2021-136:** Motion to concur with the recommendation of the Planning & Zoning Commission and thereby to change the current zoning district classification from PRF (public facilities and recreation district) to R-1 (low density single family residential district) in accordance with Zoning Ordinance (Article 2.8) for the purpose of constructing a single family residence. The property address is 7448 Turnberry Drive. The tax parcel number is 068R-1-41-071.000. The legal description is Glen Eagle Phase 1, Lot 48 less 8 feet. The case file number is 202100017.
- 8. 2021-137:** Motion to authorize the Planning Commission to hold a public hearing to consider the elimination of Coastal AE Zones in the Flood Damage Prevention Ordinance (Ordinance No. 2012-006) and authorize legal notice publication.
- 9. 2021-138:** Motion to approve the resubdivision of Diamondhead Phase 1, Block 5, Unit 6, Lots 1-3. The property owner is Bonnacarrere's Magnolia Ridge, LLC., represented by Matthew Evans, Managing Member. The property address is 8352 Mohonua Place. The Tax Parcel number is 068J-2-41-030.000.
- 10. 2021-140:** Motion to approve the request for the installation of two (2) speed bumps/humps on Hanalei Circle.
- 11. 2021-142:** Motion to rescind action taken on April 6, 2021 whereby a decision not to seek FEMA reimbursement for Hurricane Zeta street damages was made and further to authorize the administration with Rostan Solution consultants to pursue reimbursement for any damage to streets resulting from Hurricane Zeta.
- 12. 2021-143:** Motion to authorize the administration in coordination with Rostan Solutions consultants to appeal FEMA disapproval of the city's request for Disaster Debris Removal from Commercial Properties Project #172669.
- 13. 2021-145:** Motion to approve the Security and Reimbursement Agreement for the Diamondhead Medical Center Project.
- 14. 2021-146:** Motion to approve submission of Notice of Intent to the MEMA for Hazard Mitigation Program Grant funding for an outdoor emergency warning siren system in the amount of \$200,000 and portable generator and lights in the of \$70,000.

Routine Agenda.

Claims Payable

15. Motion to approve the Docket of Claims (DKT158373-DKT158407) in the amount of \$107,420.47

Department Reports

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.



| | | |
|------------------------|---|-------------|
| Mayor Depreo | A | Item No. 1. |
| Councilmember L'Ecuyer | | |
| Councilmember Finley | | Ward 1 |
| Councilmember Moran | | Ward 2 |
| Councilmember Morgan | | Ward 3 |
| Councilmember Clark | | Ward 4 |

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, April 20, 2021
6:00 PM CST
Council Chambers, City Hall

Call to Order.

At 6:00 p.m. Mayor Depreo called the meeting to order.

Invocation

Pledge of Allegiance

Roll Call

Present:

Ward 1 Councilmember Finley

Ward 2 Councilmember Moran

Ward 3 Councilmember Morgan

Ward 4 Councilmember Clark

At-Large Councilmember L'Ecuyer

Mayor Depreo

Confirm or Adjust Agenda Order

Motion made by At-Large L'Ecuyer, seconded by Ward 1 Finley to Amend Agenda to Add Item to Presentation Agenda to allow DWSD to make Bond Issue Presentation.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next regular meeting of the City Council will be held on May 4, 2021 at 6 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.
2. Dog Park Day will be held at Twin Lakes on Sunday, May 2, 2021 from 1:00 - 4:00 p.m.
3. CASA Red Beans & Rice Cook-off will be held Saturday, May 8th on the City Hall Town Green.
4. Senator Philip Moran and Representative Jay McKnight - Legislative Update.

Trey Bobinger, Senator Moran and Representative McKnight provided legislative updates.

5. Cruisin' The Coast "Blessing of the Classics" - Mark Duffy

Mark Duffy presented information on the 9th Annual Cruisin' The Coast event to be held in Diamondhead on October 6, 2021.

6. Proclaim April 2021 Child Abuse Prevention Month in the City of Diamondhead

Mayor Depreo presented the Hancock County CASA organization with a proclamation making April, 2021 "Child Abuse Prevention" Month in Diamondhead, MS.

7. John Kirschenbaum and Bryan Griffith made a presentation on behalf of DWSD.

City Manager's Report.

1. CASA Red Beans and Rice Cookoff – On Saturday, May 8, the city will co-sponsor the red beans and rice cookoff for CASA on the city hall grounds. There will be a live band, the David Mayley Band, and amazing food. We hope our residents will come out to enjoy the food, music, and community event. Local businesses and residents are encouraged to sponsor a team and compete to see if you have the best red beans in town. All are welcome!
2. Comprehensive Plan – The draft of the new comprehensive plan is now available online on the Envision Diamondhead 2040 Website for residents to review. We have scheduled a presentation to the public on April 29th at 6pm at City Hall. This will provide time for public comments before the final version goes to council for approval.
3. Heritage Grant – DMR has asked the city to submit a different grant application for the \$150K that will be used to fund part of the dog park at Twin Lakes. Basically, there are different buckets of funds that are available at DMR, and this is the grant funds that they would like to use to help on this project.
4. Dog Park Grants – There are 4 grants applications on the agenda tonight. All of these grants will be used to help fund the dog park project. We will continue to identify other potential funding sources to get this project completed for our residents.
5. Rostan Solutions – There are two items on the agenda for our new Disaster Recovery Consultant. The first designates two of their staff as additional MEMA applicant's agents, so they can communicate for Diamondhead for the Hazard Mitigation Grant Program. The second is their first task order to assist the City with Hurricane Zeta project worksheets. This expense is 100% reimbursable by FEMA.
6. Main Street Association – For many years, there has been talk about creating a Main Street Association in Diamondhead. I have met with the Biloxi Main Street director as well as representatives from Mississippi Main Street, and I feel this could benefit our businesses and residents. We would like to set up a committee to begin working to create the Diamondhead Main Street organization.
7. Stop Signs – Councilman Moran asked that the city administration look at adding new stop signs in his ward because of speeding. I met with our police chief and public works director to review the locations, which have been provided to the council on a map. I am concerned about adding the stop signs on Kapalama at the intersection of Koloa Street. This is a high traffic area since all traffic leaving the rear of Diamondhead passes this intersection. It may slow vehicles down making it safer, but it will also back up traffic causing other problems.
8. COVID Vaccine Shots – I wanted to thank Memorial Hospital for arranging 4 days to provide COVID vaccines at City Hall. They distributed 1,988 doses of the vaccine in those 4 days.
9. April Showers – As everyone knows, the gulf coast has received a great amount of rain in April. Diamondhead is reported to have received 14.7 inches of rain in the first 18 days of this month, and most of that was last week. Even with all this rain, no streets were closed in our city because of

flooding. The ditches and culverts worked as designed, but it did get backed up a bit with the amount of rain we received at times. Once the rain stops, the drainage system flows and empties most ditches. With this amount of rain, we will see ponding of water in places that we do not normally see water. This was the case at my home which is at 85 ft elevation. Residents are asked to please remove leaves, sticks or anything that can block the ditches in front of their homes before a storm. This really helps.

Public Comments on Agenda Items.

Bill Atkinson spoke in opposition to the stop signs on Kapalama Drive.

Peter Yanez spoke in favor of the DWSD bond.

Policy Agenda.

Minutes:

1. Motion to approve April 6, 2021 Regular Meeting Minutes.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve the minutes from the April 6, 2021 Regular Meeting of the City Council.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Resolutions:

2. **2021-115:** Motion to adopt Resolution 2021-019 thereby authorizing a grant application for funding in the amount \$150,000 to the Mississippi Coast National Heritage Area Program through the Mississippi Department of Marine Resources for \$150,000 for the Twin Lakes Fishing Pier and Boardwalk and for other related purposes.

Motion made by Ward 2 Moran, seconded by Ward 4 Clark to adopt Resolution 2021-019 thereby authorizing a grant application for funding in the amount \$150,000 to the Mississippi Coast National Heritage Area Program through the Mississippi Department of Marine Resources for \$150,000 for the Twin Lakes Fishing Pier and Boardwalk and for other related purposes.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

3. **2021-116:** Motion to adopt Resolution 2021-020 thereby authorizing the preparation and submittal of a 2021 AARP Community Challenge Grant Application in the amount of \$52,000 for the dog park and for other related purposes.

Motion made by Ward 2 Moran, seconded by Ward 3 Morgan to adopt Resolution 2021-020 thereby authorizing the preparation and submittal of a 2021 AARP Community Challenge Grant Application in the amount of \$52,000 for the dog park and for other related purposes.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 4. **2021-118:** Motion to adopt Resolution 2021-021 thereby authorizing the preparation and submittal of the PetSafe Bark For Your Park Grant Application in the amount of \$25,000 and for other related purposes.

Motion made by Ward 2 Moran, seconded by Ward 4 Clark to adopt Resolution 2021-021 thereby authorizing the preparation and submittal of the PetSafe Bark For Your Park Grant Application in the amount of \$25,000 and for other related purposes.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 5. **2021-128:** Motion to adopt Resolution 2021-022 authorize the preparation and submittal of the Raising Cane's Community Program in the amount of \$100,000 and for other related matters.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to adopt Resolution 2021-022 authorize the preparation and submittal of the Raising Cane's Community Program in the amount of \$100,000 and for other related matters.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 6. **2021-131:** Motion to adopt Resolution 2021-023 thereby designating Kyle Jones and Jamie Welsh both of Rostan Solutions, Inc. to serve as additional MEMA Applicant's Agent for the City of Diamondhead for Hazard Mitigation and other related purposes.

Motion made by At-Large L'Ecuyer, seconded by Ward 3 Morgan to adopt Resolution 2021-023 thereby designating Kyle Jones and Jamie Welsh both of Rostan Solutions, Inc. to serve as additional MEMA Applicant's Agent for the City of Diamondhead for Hazard Mitigation and other related purposes.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 2 Moran, Seconded by Ward 3 Morgan to Move Item #13 from Consent Agenda to Action Agenda.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 7. **2021-112:** Motion to approve payment of Digital Engineering invoices for professional services between February 28, 2021 to April 3, 2021 for GIS maintenance in the amount of \$630.50 and Plan Reviews in the amount of 2336.50.

- 8. **2021-113:** Motion to authorize payment of the Pickering Firm Invoice #88913 for \$1140 and Invoice #88914 for \$3462.50 for professional services relating to NRCS Grants and NFWF appropriations for 2022.
- 9. **2021-114:** Motion to approve payment to Environmental Management Services, Inc. in the amount of \$9,647 for hydrographic survey of the Diamondhead canals.
- 10. **2021-117:** Motion to approve Task Order No. 1 with Rostan Solutions in an amount not to exceed \$115,000 for Hurricane Zeta administration services.
- 11. 2021-119 Motion to pay Machado Patano in the amount of \$1,015.50 for Memorial Diagnostic Clinic Plan Review.
- 12. **2021-123:** Motion to create a committee to review forming a Main Street Association in the City of Diamondhead.
- 14. **2021-130:** Motion to accept and award the low quote received from Dana Safety Supply, Inc. in the amount of \$13,579.98 for the purchase of various equipment and supplies to outfit the three (3) Chevy Silverado units for the Police Department.

Motion made by Ward 1 Finley, seconded by Ward 3 Morgan to approve Items 7-12 and Item 14 by Consent. Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 13. **2021-129:** Motion to approve request for roadway traffic signage (STOP signs) at specified intersections.

Motion made by Ward 2 Moran, seconded by Ward 3 Morgan to place stop signs for Items 3, 4, 5, 6 which include intersections at Koloa Street & Kalae Street, Koloa Street & Ana Hulu Street, Koloa Street & Honalo Place and Ana Hulu Street & Ala Moana Street and to exclude placement of stop signs described in Items 1, 2 & 7, for intersections of Kapalama Drive & Kino Street, Kapalama Drive & Koloa Street and Kapalama Drive & Golf Club Drive.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 15. **2021-126:** Motion to approve the resubdivision of Glen Eagle Phase 1, Lots 64 and 65. The property owners are John and Susan McDonough. The property address is 7516 Turnberry Drive. The tax parcel numbers are 067N-1-35-036.000 and 067N-1-35-037.000

Motion made by Ward 4 Clark, seconded by Ward 1 Finley to approve the re-subdivision of Glen Eagle Phase 1, Lots 64 and 65. The property owners are John and Susan McDonough. The property address is 7516 Turnberry Drive. The tax parcel numbers are 067N-1-35-036.000 and 067N-1-35-037.000.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

16. **2021-127:** Motion to approve the resubdivision of Diamondhead Phase 2, Unit 7A, Tract A. The property owner is Elliott Homes, LLC. The property address is 8919 Maili Way. The Tax Parcel number is 067J-3-36-001.000.

Motion made by Ward 1 Finley, seconded by Ward 3 Morgan to approve the re-subdivision of Diamondhead Phase 2, Unit 7A, Tract A. The property owner is Elliott Homes, LLC. The property address is 8919 Maili Way. The Tax Parcel number is 067J-3-36-001.000.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

17. **2021-120:** Motion to approve statement of support for the petition requesting an election on Diamondhead Water Sewer District's \$12.5 million dollar bond.

DIED FOR LACK OF MOTION

18. **2021-121:** Motion for discussion and possible action regarding non-bonding referenda regarding consolidation.

DIED FOR LACK OF MOTION

19. **2021-124:** Motion to direct the City Manager and City Attorney to attend all meetings of the Diamondhead Fire District and Diamondhead Water and Sewer Commission and to report on status to council.

Motion made by Mayor Depreo, seconded by Ward 3 Morgan to direct the City Manager and City Attorney to attend all meetings of the Diamondhead Fire District and Diamondhead Water and Sewer Commission and to report on status to Council.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

20. **2021-125:** Motion to extend invitation the Diamondhead Water & Sewer District Commissioners and Diamondhead Fire Department District Commissioner to resume holding its meetings at Diamondhead City Hall in Council Chambers in order to promote social distancing and to utilize the City's live streaming technology at no charge.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to extend invitation the Diamondhead Water & Sewer District Commissioners and Diamondhead Fire Department District Commissioner to resume holding its meetings at Diamondhead City Hall in Council Chambers to promote social distancing and to utilize the City's live streaming technology at no charge.

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

21. Motion to approve the Docket of Claims (DKT158329-DKT158372) in the amount of \$194,689.37.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve the Docket of Claims (DKT158329-DKT158372) in the amount of \$194,689.37.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

22. Motion to approve Payroll Payables APPKT01442 in the amount of \$9,319.28, APPKT01460 in the amount of \$37,699.96, PRCLAIM080 in the amount of \$29,795.63, PRCLAIM081 in the amount of \$2,720.31 and PRCLAIM082 in the amount of \$30,363.83 for the month of March, 2021.

Motion made by Ward 2 Moran, seconded by Ward 3 Morgan to to approve Payroll Payables APPKT01442 in the amount of \$9,319.28, APPKT01460 in the amount of \$37,699.96, PRCLAIM080 in the amount of \$29,795.63, PRCLAIM081 in the amount of \$2,720.31 and PRCLAIM082 in the amount of \$30,363.83 for the month of March, 2021.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 1 Finley, seconded by Ward 3 Morgan to accept the Department Reports by consent.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- a. March 2021 Financials
- b. Police Dept. Report
- c. Building Dept. Report
- d. Privilege License Report
- e. Code Enforcement Report
- f. Solid Waste Report
- g. AMR Response Report

Public Comments on Non-Agenda Items.

Bryan Griffith spoke on Rip Rap hazards.

Executive Session - None

City Attorney, Derek Cusick updated Council on the suit filed by several Mississippi coastal counties and cities relating to the opening of the Bonne Carre Spillway.

Adjourn/Recess.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to adjourn meeting at 7:48 p.m.

Voting Yea: Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

The City Clerk reported that pursuant to a resolution of the City Council (the “Governing Body”) of the City of Diamondhead, Mississippi (the “City”), calling for a hearing to be held at 6:00 P.M. on Tuesday, May 4, 2021, with respect to the *Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021* (the “TIF Plan”), she did cause such notice of the public hearing to be published in the *Sea Coast Echo*, a newspaper having a general circulation in the City on April 21, 2021, as evidenced by the proof of publication on file in the office of the Clerk. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Councilmember _____ offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION OF AND IMPLEMENTATION OF THE “TAX INCREMENT FINANCING PLAN DIAMONDHEAD MEDICAL CENTER PROJECT, DIAMONDHEAD, MISSISSIPPI, 2021.”

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), the Governing Body, on April 6, 2021, did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF DIAMONDHEAD, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE CITY BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE DIAMONDHEAD MEDICAL CENTER PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Sea Coast Echo*, a newspaper having a general circulation within the City, and was so published in said newspaper on April 21, 2021, a date not less than ten (10) days nor more than twenty (20) days prior to said hearing date as required by the TIF Act, as evidenced by the publisher’s proof of publication of the same attached hereto as **EXHIBIT A**, presented to the Governing Body and filed with the Clerk;

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body in City Hall, located at 5000 Diamondhead Circle, Diamondhead, Mississippi, at 6:00 P.M. on the 4th day of May, 2021, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 6:00 P.M. on Tuesday, May 4, 2021, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on

the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE. That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO. That the Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan, attached hereto as **EXHIBIT B**, and do hereby adopt and approve such TIF Plan as presented in order to assist in the development of the proposed Project (as defined in the TIF Plan) and may participate jointly with Hancock County, Mississippi, to issue tax increment financing bonds or notes in one or more series in an amount not to exceed One Million Dollars (\$1,000,000) (the “Bonds”) to finance the cost of various improvements in connection with the TIF Plan.

SECTION THREE. That the Bonds of the City shall be issued pursuant to further proceedings of the Governing Body of the City.

Councilmember _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

- Mayor Nancy Depreo voted: _____
- Councilmember Lindsay L’Ecuyer voted: _____
- Councilmember Shane Finley voted: _____
- Councilmember Alan Moran voted: _____
- Councilmember Jamie Wetzel Morgan voted: _____
- Councilmember Charles S. Clark voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of the Governing Body, the Mayor declared the motion carried and the resolution adopted this 4th of May, 2021.

(SEAL)

Mayor
City of Diamondhead, Mississippi

ATTEST:

City Clerk
City of Diamondhead, Mississippi

(SEAL)

EXHIBIT A

Proof of Publication of Notice of Public Hearing

EXHIBIT B

TIF Plan

58048822.v1

The Sea Coast Echo

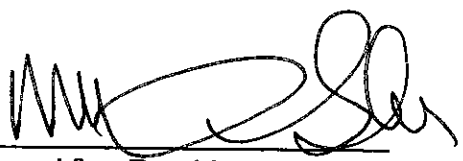
POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

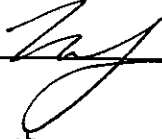
STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, MICHAEL SCHUVER, vice president of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 weeks to-wit:

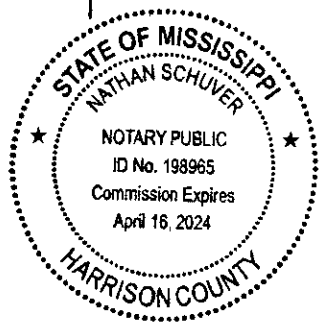
On the 21st day of April 2021
On the _____ day of _____ 2021
On the _____ day of _____ 2021
On the _____ day of _____ 2021


Vice President

Sworn to and subscribed before me A NOTARY PUBLIC



This 21st day of April 2021



NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER
PROJECT, DIAMONDHEAD,
MISSISSIPPI, 2021
Notice is hereby given that a public hearing will be held at 6:00 p.m. on May 4, 2021 in the regular meeting place of the City Council located at 5000 Diamondhead Circle, Diamondhead, Mississippi (the "City"), on the Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021 (the "TIF Plan"). The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Diamondhead, Mississippi, 2020 (the "Redevelopment Plan") to designate the project described in the TIF Plan as appropriate for development and tax increment financing.
The general scope of the TIF Plan is for the City to issue Tax Increment Financing Revenue Bonds, and may do so jointly with Hancock County, Mississippi (the "County"), in one or more series in an amount not to exceed One Million Dollars (\$1,000,000) ("TIF Bonds") for a term of not to exceed 15 years for the purpose of providing funds necessary to pay for the construction of various infrastructure improvements in connection with the construction of the Diamondhead Medical Center Project (the "Project"), including, but not limited to, installation,

rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, improving, relocation or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks; on-site parking, paving and other related parking lot improvements; installation and relocation of electrical lines, lighting, and signalization; construction, renovation, improving, or rehabilitation of buildings; landscaping of rights-of-way; purchasing land for any of the foregoing purposes; and related architectural and engineering fees, attorney's fees; TIF Plan preparation fees, TIF Bond issuance costs, capitalized interest, and other related soft costs. The TIF Bonds shall be secured by a pledge of the City's incremental increase in ad valorem tax revenues on real and personal property generated from the Project and the City's incremental increase in sales tax revenues generated from the Project. The TIF Bonds may also be secured by the County's pledge of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the Sections 21-45-1 et. seq. Mississippi Code of 1972, as amended (the "TIF Act"). Provided, however, the amount of the tax increment pledged shall be agreed in under the terms of a development and reimbursement agreement consistent with the TIF Act. The TIF Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales taxes set forth above. Construction of the Project and payment of the TIF Bonds issued to construct the Project will be paid as hereinafter set forth and will not require an increase in any kind or type of taxes within the City. The TIF Act authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Diamondhead, Mississippi. This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act. Witness my signature and seal, this the 6th day of April, 2021.
s/ Jesmine Klein, City Clerk
S.E.A.L.
04/21/21

TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER
PROJECT

DIAMONDHEAD, MISSISSIPPI

2021



TAX INCREMENT FINANCING PLAN DIAMONDHEAD MEDICAL CENTER PROJECT DIAMONDHEAD, MISSISSIPPI, 2021

ARTICLE I. PURPOSE AND INTENT

Section 1.01 Preamble

(a) The administration and implementation of this Tax Increment Financing Plan, *Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021* (the “**TIF Plan**”), will be a joint undertaking of the City of Diamondhead (the “**City**”), and Hancock County, Mississippi (the “**County**”) pursuant to Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the “**TIF Act**”).

The City and County will enter into an inter-local agreement, or a regional economic development alliance agreement (the “**Agreement**”) under the Regional Economic Development Act Section 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the “**REDA Act**”) or the Inter-local Agreement Act, Section 17-3-1 *et seq.*, Mississippi Code of 1972, as amended (the “**Inter-local Act**”) together with the REDA Act and the TIF Act, the “**Act**”) as applicable, that will designate the City as the primary party in interest in carrying the Project (as defined below) forward. The issuance of bonds, notes, or other similar debt obligations (the “**TIF Bonds**”) in one or more series to provide funds to finance a portion of the cost of construction of various public infrastructure and related site improvements in connection with the Diamondhead Medical Center Project (the “**Project**”) to be built in multiple Phases (the “**Phase(s)**”) as further defined in this TIF Plan. The TIF Plan shall be a joint undertaking of the City and County; whereby the City will issue one or more series of TIF Bonds as authorized herein to finance the Project in multiple Phases as more fully described herein.

(b) The funds received from the TIF Bonds and other funds as identified herein will be used to defray a portion of the cost of construction and installation of various public infrastructure improvements in connection with the Project and other activities to serve the Project and the community as a whole.

(c) The total cost of the infrastructure, site improvements, and other activities making up the First Phase of the Project as defined below is estimated to be approximately FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000) in new construction, part of which will be funded through the TIF Bonds issued by the City in one or more series in an amount not to



exceed ONE MILLION DOLLARS (\$1,000,000) pursuant to the TIF Plan and the Act. Marshall Land Holdings, LLC (the “Developer”) also expects to invest additional funds in additional developments for future Phases once the construction of the First Phase of the Project is completed.

(d) The descriptions of the Project are attached as Exhibit I titled “Project Summary” and the tax revenue Projections were provided by the Developer and the County Tax Assessor’s office.



Section 1.02 Statement of Intent

As provided in the Preamble of this TIF Plan, the City, acting on behalf of itself and, may jointly with the County, proposes to issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000), which will be secured solely by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project within the Tax Increment Financing District (the “**TIF District**”) and all of the City’s incremental increase in sales tax rebates received by the State of Mississippi (the “**State**”) from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project within the TIF District; however, the principal amount of the TIF Bonds shall be sized based upon the City’s pledge of up to seventy-five percent (75%) of the increase in real and personal property ad valorem taxes generated by the Project, and up to fifty percent (50%) of the City’s incremental increase in retail sales tax rebates received by the State from the same, and may also be sized by a pledge by the County of up to seventy-five percent (75%) of the increased real and personal property ad valorem taxes generated by the construction and development of the Project located within the boundaries of the TIF District proposed herein. The proceeds of the TIF Bonds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements over multiple Phases of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering the infrastructure improvements; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developer. Construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare and serve the best interest of the City and the County. A more detailed scope of work, along with budgets, will be identified in development agreements and/or a security and reimbursement agreement with the Developer as necessary and appropriate.



Section 1.03 Public Convenience and Necessity

The public convenience and necessity require participation by the City and County in this Project. The public interest will be served by the City and County's participation in the public infrastructure and other public improvement and facilities costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County:

(a) **Private Investment** Construction of the First Phase of the Project will represent a private investment of approximately \$4,600,000 on 2.2+/- undeveloped acres of the 14.73 +/- acres included in the TIF District with a positive impact of those funds into the local economy (the "First Phase").

(b) **Increase in City Ad Valorem Taxes** Increased City real and personal property taxes generated from the Diamondhead Medical Center Project are estimated to be as follows:

| <u>Entity</u> | <u>Current Tax</u> | <u>Taxes After Improvements</u> | <u>Total Increase</u> |
|--------------------------|--------------------|---------------------------------|-----------------------|
| City (29.50 mils) | | | |
| Real Property | \$2,142 | \$20,462 | \$18,320 |

(c) **Increase in County Ad Valorem Taxes** Increased County real and personal property taxes generated from the Diamondhead Medical Center Project are estimated to be as follows:

| <u>Entity</u> | <u>Current Tax</u> | <u>Taxes After Improvements</u> | <u>Total Increase</u> |
|----------------------------|--------------------|---------------------------------|-----------------------|
| County (49.01 mils) | | | |
| Real Property | \$3,558 | \$33,993 | \$30,435 |

(d) **Increase in School Ad Valorem Taxes** The First Phase of the Project will generate the following estimated real and personal property taxes for the School District:

| <u>Entity</u> | <u>Current Tax</u> | <u>Taxes After Improvements</u> | <u>Total Increase</u> |
|----------------------------------|--------------------|---------------------------------|-----------------------|
| School Dist. (49.53 mils) | | | |
| Real Property | \$3,596 | \$34,354 | \$30,758 |



(f) Summary of Benefits

- The Project and its economic effects will have a positive impact on the local economy related to increases in employment and new tax revenues, which will positively impact both the local citizens and the surrounding market trade area served by the City and the County.
- The Project will accommodate the medical needs of the City of Diamondhead’s citizens through a new development of an upscale medical center and retail pharmacy that is convenient and safe for residents and patrons.
- The Project will create a newly positioned medical corridor, acting as a flagship catalyst for future medical facilities. The Project will act as a catalyst for additional complimentary development opportunities in the immediate vicinity such as additional restaurants, and other retail developments attributed to increased traffic and new employment.
- The Project will help the City of Diamondhead meet its goal to complete a foot path contiguous with existing commercial developments by providing for the construction of sidewalks and other public infrastructure to enhance the connectivity of the Diamondhead Center to the other businesses such as restaurants, entertainment and retail in the immediate area.
- The proposed facility is located in a unique location in regards to City utilities making the development cost higher than other projects, but the Project will provide funding resources to help the City expand their utilities and therefore improve opportunities for future commercial growth in the area.
- The Project is expected to result in a private investment of over \$4.6 million dollars in Diamondhead and will create 55-65 permanent full and part-time jobs upon completion with an **estimated annual payroll in excess of \$3,000,000 dollars**
- The Project will generate **new annual retail sales estimated** to reach Two Million Seven Hundred Fifty Thousand Dollars (**\$2,750,000**).
- The Project will substantially **increase property taxes** to an estimated Seventy-Nine Thousand Five Hundred Thirteen Dollars (**\$79,513**) for the City, County, and the local school district.



- The proposed Project could result in a **sales tax rebates from the State of Mississippi** to the City of Diamondhead in excess of Thirty-Five Thousand Six Hundred Thirteen Dollars (\$35,613) annually.
- The Project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other local business and services in the market trade area.
- Once constructed the services from the Project will provide a convenience to the local community to have easier access to medical services and pharmacy products.
- The size and noteworthy appeal of the Project will accommodate the City’s desire to realize a significant private sector investment being made into an area that has not seen any similar economic development in a very long time.
- This Project will make a significant contribution to the image and progress of the City’s economic health based on its planned prominent location at one of the highest traffic locations near the City’s main corridor.
- The Project will likely encourage additional investment dollars in the local trade area as private sector confidence is built on tangible Projects of the size and nature of this Project.

(g) Increase in State Sales Tax

Assuming that eighty-five percent (85%) of the projected Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of estimated first year retail sales are anticipated to be new tax revenues for the State, and in favor of the City; the First Phase of the Project will place approximately One Hundred Sixty-Three Thousand Six Hundred Twenty-Five Dollars (\$163,625) of additional new sales taxes in the State Treasury annually based on an adjusted value of Two Million Three Hundred Thirty Seven Thousand Five Hundred Dollars (\$2,337,500) net new gross retail sales.

(h) Increase in State Sales Tax Rebated to the City

The gross annual retail sales generated by the First Phase of the Project are anticipated to be approximately Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) after the Project is completed, which will result in a sales tax rebate to the City of Thirty-Five Thousand Six Hundred Thirteen Dollars (\$35,613) annually. Assuming eighty-five percent (85%) of that number is new to the City, then the Project will provide an additional Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) to the City in sales tax rebates from the State.



ARTICLE II. PROJECT AND DEVELOPER INFORMATION

Section 2.01 Project Description

Marshall Land Holdings, LLC is proposing to build in its First Phase of development a new medical care facility in conjunction with Memorial Hospital in the City of Diamondhead on currently undeveloped commercial land. This Project includes an in-house compounding pharmacy that requires a specialized environmentally controlled space as well as a separate Love's full-service retail pharmacy including household goods, food products, and other services.

The newly proposed facility will be located on the corner of East Aloha Drive and Veterans Avenue. If developed, the medical care facility will include over 20,000 square feet of new facility space and will offer the citizens of Diamondhead new specialty medical services that are not currently available within the City.

The proposed facility will include a state-of-the-art medical facility and will provide citizens with a cancer care area, a new CT scanning lab, with diagnostic imaging, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms. The newly proposed development aims to accommodate the needs of an aging population while also increasing economic development opportunities for the surrounding area. The proposed development will accommodate over fifty-five (55) medical doctors and staff. The pharmacy will employ five to seven (5-7) full and part-time positions as well.

In addition to the medical facility, the development will also include a retail pharmacy that will generate new retail sales estimated at \$2,750,000 in the first operating year.

Attached hereto as **Exhibit II** are a map and legal description of Phase I and designated areas for future Phases of the TIF District from which the tax revenues will be generated to service the TIF Debt Obligations.



Section 2.02 Developer Information

(a) Name of Developer:

Marshall Land Holdings, LLC
Attn: Rick & Jonathan Marshall

(b) Address of Company:

Marshall Land Holdings, LLC
16 Rivers Bend Dr.
Gulfport, MS 39507

Local Contractors or Agents:

To be determined by the Developer using competitive bids and proposals process.



ARTICLE III. ECONOMIC DEVELOPMENT IMPACT DESCRIPTION.

Section 3.01 Job Creation

(a) Part-Time Construction Jobs

It is expected that the construction of the Project will create scores of construction jobs (estimated at 55-75 full and part-time jobs directly on site for the initial phase of construction) that will generate a significant construction payroll of approximately Three Million Dollars (\$3,000,000) that some of which will be spent locally, and have a positive impact on the economy of the City and the County. The First Phase of the Project is expected to take approximately 14 months of construction time to complete.

(b) Permanent Full and Part-Time Jobs

Upon completion of the total Project, it is expected that the Project will employ an estimated fifty-five to sixty-five (55-65) full time and part-time medical related employees with an estimated annual payroll of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.) An additional five to seven (5-7) full and part-time jobs will be created for the retail pharmacy as well.



Section 3.02 Financial Benefit to The Community

The Project is to be located on the corner of East Aloha Drive and Veterans Avenue in the newly defined commercial downtown district of Diamondhead, near the main entrance corridor to the City. It is expected to enhance commercial activity due to the increase in traffic from other market trade areas, and consumer spending that may otherwise not be concentrating in the area. The expected total retail sales in the first year from the Love’s Pharmacy are estimated to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), with future anticipated growth.

Sales taxes based on an 85% anticipated net new growth in new retail sales generated for the State are estimated to be One Hundred Sixty-Three Thousand Six Hundred Twenty-Five Dollars (\$163,625) annually, with tax rebates from the State to the City estimated to be approximately Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) annually based on 85% of the net incremental sales that are new to the City.

The following table illustrates the new potential sales tax that may be rebated by the State to the City based on an estimated eighty five percent (85%) incremental net increase in retail sales scenario as a result of the initial Phase of the Project.

Furthermore, it is anticipated that the Medical Center infusion services, imaging center and diagnostics specialty services will become a destination to draw on from areas in Hancock County, Pearl River County, and in the State of Louisiana based on its geographic location for new pharmacy sales and will positively appeal to potential consumers outside of the area and give them an opportunity to receive services and compounded specialized pharmaceutical products closer to home. Currently these services and products are only available in Harrison County and Louisiana.

The Developer anticipates that the First Phase of the Project will create new net sales tax revenue for the City that is currently being spent in other economic markets for specialty and retail pharmacy goods and services such as in the State’s other coastal communities, Pearl River County and in the State of Louisiana.

| <u>New Sales Assumption</u> | <u>Total Net New Sales</u> | <u>Total New State Sales Tax</u> | <u>New Tax Rebate to Diamondhead</u> |
|-----------------------------|----------------------------|----------------------------------|--------------------------------------|
| 85% | \$2,337,500 | \$163,625* | \$30,271* |

*Note: Retail sales taxes are 7% in Mississippi, with 18.5% of the sales tax being rebated back to the City from the State of Mississippi



(a) Ad Valorem Property Tax Increases

Currently, property taxes generated by the undeveloped 2.2 +/- acre site that is included in the First Phase of the Project of the total 14.73 +/- acres site included in the TIF District are approximately Nine Thousand Two Hundred Ninety-Six Dollars (\$9,296) annually.

As a result of the First Phase of the Project, real and personal property ad valorem taxes on the 2.2 +/- acres could reach approximately Eighty-Eight Thousand Eight Hundred Nine Dollars (\$88,809). The following table illustrates the estimated ad valorem taxes before and after construction of Phase I of the Project:

ESTIMATED AD VALOREM TAXES

| <u>Entity</u> | <u>Current Tax*</u> | <u>Taxes After Improvements</u> | <u>Total Increase</u> |
|--|---------------------|---------------------------------|-----------------------|
| City (29.50 mils) <i>Real and Personal Property Taxes</i> | \$2,142 | \$20,462 | \$18,320 |
| County (49.01 mils) <i>Real and Personal Property Taxes</i> | \$3,558 | \$33,993 | \$30,435 |
| School District (49.53 mils) <i>Real and Personal Property Taxes</i> | \$3,596 | \$34,354 | \$30,758 |
| Totals (128.04 mils) | \$9,296 | \$88,809 | \$79,513 |

* The estimated taxes for the undeveloped 2.2 +/- acres represented in Phase I of the total 14.73 +/- acres is provided in the foregoing table are based on data provided by the Developer and the County Tax Assessor's office.



Section 3.03 Retail Sales Taxes

The expected total annual retail sales over the initial year of the Project are expected to be over Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), with future anticipated growth as the market share growth occurs.

Total sales will represent at least 85% of net new incremental sales for the local economy. New sales taxes generated for the State as a result of this Project are estimated to be 85% of the projected first year retail sales, which is estimated to be Two Million Three Hundred Thirty-Seven Thousand Five Hundred Fifty Dollars (\$2,337,500) annually, with new tax rebates to the City estimated to be approximately Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) annually, based on the net incremental sales estimates of initial first year of the pharmacy's operations.

A summary of the net increase, based on a projected 85% of gross increase in State sales tax revenue, anticipated increases in retail sales for the City is provided below:

| <u>Estimated New Sales*</u> | <u>New State of Mississippi Retail Sales Taxes*</u> | <u>New Retail Sales Taxes Rebate to City*</u> |
|--|--|--|
| \$2,337,500 | \$163,625 | \$30,271 |

*Assuming that eighty-five percent (85%) of the retail sales will be net new sales for the City, and are rebated to the City.



ARTICLE IV. A STATEMENT OF THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

Section 4.01 Primary Objective

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating over multiple Phases in the "Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021." The TIF Plan will provide a portion of the financing to acquire property, construct public infrastructure, including public and private parking and other improvements to serve the development as described in the preamble to this TIF Plan. The public infrastructure improvements will be constructed in accordance with standards, codes, and ordinances of the City.

The improvements will provide for the health and welfare of the public by providing for safe and adequate street, drainage improvements, public and private parking and public access, adequate utilities, which may include electrical, water, gas, sanitary sewer systems, fire protection and drainage systems. The area will also be landscaped, which will be important since the Project is near one of the main entries into the City.



ARTICLE V. A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN.

5.01 Property Description

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of public infrastructure associated with the Project over multiple Phases and other improvements necessary to serve the public that will induce development in the boundaries of the TIF District and other areas as deemed appropriate through further action of the City and County. This TIF Plan is consistent with the goals and objectives of the Tax Increment Financing Redevelopment Plan of the City of Diamondhead Mississippi 2020. The legal descriptions and survey maps of the TIF District are attached as **Exhibit II**.



ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Section 6.01 Cost Estimate of Redevelopment Project

The development of the Project in the First Phase will represent a private investment in excess of FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000.) As set forth in the Preamble, this TIF Plan will be a joint undertaking of the City and the County, whereby the City and County will enter into an Agreement which will designate the City as the primary party of interest in carrying the Project forward. The City and County propose that the City is to TIF Bonds as authorized in the Preamble in one or more series, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000). The proceeds of the TIF Bonds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developer. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Developer.

Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under the TIF Act.



Section 6.02 Projected Sources of Revenue to Meet Costs

The Developer will secure financing for the private investment. The TIF Bonds shall be secured by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City’s incremental increase in sales tax rebates received from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County’s pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. If deemed necessary and appropriate, the City and the County may require additional security from the Developer.

Section 6.03 Total Amount of Indebtedness to be Incurred

As provided in the Preamble of this TIF Plan, the City will issue up to ONE MILLION DOLLARS (\$1,000,000) in TIF Bonds, in one or more series, which will be secured by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City’s incremental increase in sales tax rebates received from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County’s pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. If deemed necessary and appropriate, the City and the County may require additional security from the Developer to enhance the marketability of the TIF Debt Obligations.

The *Tax Increment Financing Redevelopment Plan, Diamondhead, Mississippi 2020* and the *Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi 2021*, and the *Tax Increment Financing Redevelopment Plan, Hancock County, Mississippi 2021*, and the *Tax Increment Financing Plan, Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi 2021* shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds to provide funds to defray the cost of a portion of the infrastructure improvements.



Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations

It is expected that the TIF Bonds for the Project can be obtained at an annual interest rate of not more than twelve percent (12%) for up to fifteen (15) years of TIF Bonds. Annual principal and interest payments are estimated to be approximately Fifty-Four Thousand Three Hundred Seventy-Two Dollars (\$54,372) assuming a gross bond issue amount of \$564,366, with a 5% interest rate and repayment schedule over a period of fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations

The increase in ad valorem real and personal property tax revenues to be generated within the TIF District for the City as result of the development of the Project are estimated to be Eighteen Thousand Three Hundred Twenty Dollars (\$18,320), and the rebated sales tax increases to the City are expected to be Thirty Thousand, Two Hundred Seventy-One Dollars (\$30,271). The increase in ad valorem real and personal property tax revenues to be generated for the County resulting from the development of the Project are estimated to be Thirty Thousand Four Hundred Thirty-Five Dollars (\$30,435). It is requested that up to seventy-five percent (75%) of the increases in ad valorem real and personal property taxes to the City generated within the TIF District be pledged to size the principal amount of the TIF Bonds. Also, it is requested of the City that up to fifty percent (50%) of the rebated sales tax generated within the TIF District and received from the State be pledged to size the principal amount of the TIF Bonds. The only obligations of the City with respect to securing the payment of the TIF Bonds will be the pledge of all of the increased ad valorem real and personal property tax revenues of the City within the TIF District and all of the retail sales tax rebated from the State as a result of new retail sales generated from the Project generated within the TIF District. The only obligation of the County with respect to securing the payment of the TIF Bonds will be a pledge of all of the increased ad valorem real and personal property tax revenues of the County generated within the TIF District. If deemed necessary and appropriate, the City and/or the County may require additional security from the Developer to enhance the marketability of the TIF Bonds.

Section 6.06 Excess Taxes to be Added to General Funds

Any surplus of ad valorem real and personal property tax and any sales tax rebates received from the State by the City that is not used or needed for the repayment of TIF Bonds will be deposited in the general funds of the City to be used for any lawful purpose. In addition, any surplus of the County's ad valorem real and personal property taxes received that is not used or needed for the repayment of TIF Bonds will be deposited in the general funds of the County to be used for any lawful purpose.

The TIF Bonds will be issued in one or more series proportionate with the level of City and County ad valorem taxes, and any rebated sales taxes received from the State as a result of retail sales



generated within the TIF District in amounts and percentages to be defined in the development agreements between the Developer, the County and/or the City. If deemed necessary and appropriate, the City and/or County may require additional security from the Developer to enhance the marketability of the TIF Bonds.

The amount of TIF Bonds, the timing of their issuance, and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Section 6.07 TIF Bonds to be Issued in an Amount that is Commensurate with Pledged Tax Revenue

The TIF Debt Obligations will be issued proportionate to the level of the City's, and the County's pledged ad valorem real and personal property taxes and sales tax rebates generated within the TIF District in amounts and percentages to be defined in the development agreements between the Developer, the City, and/or the County. If deemed necessary and appropriate, the City and/or the County may require additional security from the Developer to enhance the marketability of the TIF Bonds. The amount of TIF Bonds, the timing of the issuance, and the percentage of debt service to be repaid by the County and the City shall be determined pursuant to further proceedings of the City and the County.



ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING PLAN

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues and sales tax rebates from the State will be generated to finance the TIF Bonds will be approximately 14.73 +/- acres. The Project will be constructed in multiple Phases, with the First Phase on approximately two point two plus or minus undeveloped acres (2.2+/-) within the TIF District. (see Exhibit II).



ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the *TIF Plan* will be twenty-five (25) years, or as long as TIF Bonds are outstanding.



ARTICLE IX. ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

Section 9.01 Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of the new ad valorem tax revenues expected to be generated as a result of the First Phase of the Project:

ESTIMATED AD VALOREM TAXES

| <u>Entity</u> | <u>Current Tax*</u> | <u>Taxes After Improvements</u> | <u>Total Increase</u> |
|--|---------------------|---------------------------------|-----------------------|
| City (29.50 mils) <i>Real and Personal Property Taxes</i> | \$2,142 | \$20,462 | \$18,320 |
| County (49.01 mils) <i>Real and Personal Property Taxes</i> | \$3,558 | \$33,993 | \$30,435 |
| School District (49.53 mils) <i>Real and Personal Property Taxes</i> | \$3,596 | \$34,354 | \$30,758 |
| Totals (128.04 mils) | \$9,296 | \$88,809 | \$79,513 |

* The estimated taxes for the undeveloped 2.2+/- acres represented in Phase I of the total 14.73+/- acres is provided in the foregoing table are based on data provided by the Developer and the County Tax Assessor's office.



Section 9.02 Retail Sales Taxes

It is expected that the total retail sales from the initial Phase of the Project could reach approximately Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) annually. Retail sales taxes for the State are anticipated to total One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500), of which Thirty-Five Thousand Six Hundred Thirteen Dollars (\$35,613) will be rebated to the City. Assuming that eighty-five percent (85%) of the retail sales will be net new sales for the City (i.e., Two Million Three Hundred Thirty-Seven Thousand Dollars (\$2,337,000), this will be an annual increase of sales taxes of One Hundred Sixty-Three Thousand Six Hundred Twenty-Five Dollars (\$163,625). The net increase in the rebates to the City would be Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) annually. A summary of the increase in sales tax revenue is provided below:

| <u>Estimated New Sales*</u> | <u>New State of Mississippi Retail Sales Taxes*</u> | <u>New Retail Sales Taxes Rebate to City*</u> |
|--|--|--|
| \$2,337,500 | \$163,625 | \$30,271 |

*Assuming that eighty-five percent (85%) of the total retail sales will be net new sales for the State, and are rebated to the City.



ARTICLE X. A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE

A separate fund entitled "Tax Increment Financing Plan, Diamondhead Medical Center Project, Diamondhead, Mississippi 2021" shall be established by the City and the County to receive real and personal property ad valorem taxes, as well as any rebated sales tax revenue from the State as result of retail sales established in the boundaries of TIF District as a result of the Project, and the proceeds of any other financial assistance received in connection with this TIF Plan.



ARTICLE XI.

THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, AND ANY REBATED SALES TAXES RECEIVED FROM THE STATE OF MISSISSIPPI THAT ORIGINATED FROM RETAIL SALES IN THE BOUNDARIES OF THE TAX INCREMENT PLAN IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *TIF Plan*, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.



ARTICLE XII. PLAN OF FINANCING

Section 11.01 Pledges of Increases in Taxes

The TIF Plan provides for the City, acting on behalf of itself and may jointly with the County, proposes to issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000), which will be secured solely by a pledge of all of the City's incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City's incremental increase in sales tax rebates received from the same, and may also be secured by all of the County's incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City's incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County's pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. If deemed necessary and appropriate, the City and/or the County may require additional security from the Developer to enhance the marketability of the TIF Bonds. Such decision on the most advantageous method for the City and/or the County to incur the debt will be made pursuant to further proceedings of the City and the County.

Section 11.02 Funding Through Issuance of TIF Bonds

Such decision on the most advantageous method for the City and the County to incur the debt will be made pursuant to further proceedings of the City and the County.

Section 11.03 Amount, Timing, and other Terms of TIF Bonds

The Project may be funded in whole or in part through the following source: tax increment financing revenue bonds, notes or other similar debt instruments issued in one or more series in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) by the City issued pursuant to the Act.

The amount of TIF Bonds the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.



Exhibit I

Project Summary Document



Tax Increment Financing Plan Diamondhead Medical Center Diamondhead, Mississippi, 2021

PROJECT SUMMARY

I. Project Description and Location

Marshall Land Holdings, LLC is proposing to build a new medical care facility in the City of Diamondhead on currently undeveloped commercial land. This Project includes an in-house compounding pharmacy that requires a specialized environmentally controlled space as well as a separate Love’s full-service retail pharmacy including household goods, food products, and other services.

The newly proposed facility will be located on the corner of East Aloha Drive and Veterans Avenue. If developed, the medical care facility will include over 20,000 square feet of facility space and will offer the citizens of Diamondhead new medical services that are not currently available within the City.

The proposed facility will include a state-of-the-art medical facility and will provide citizens with a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms. The newly proposed development aims to accommodate the needs of an aging population while also increasing economic development opportunities for the surrounding area. The proposed development will accommodate over fifty-five (55) medical doctors and staff. The pharmacy will employ five to seven (5-7) full and part-time positions as well.

In addition to the medical facility, the development will also include a retail pharmacy that will generate new retail sales estimated at \$2,750,000.

II. Private Investment

The project represents an estimated private investment in excess of \$4,600,000, which includes the cost of land acquisition, architectural, engineering, landscaping, infrastructure, construction, furniture, fixtures, equipment, and other soft cost.



III. Jobs

Construction Jobs: It is expected that the development will create 55 to 75 construction jobs and additional ancillary trade work during construction. The payroll associated with the temporary construction jobs is estimated to be in excess of one million dollars.

Permanent Full-time and Part-Time Jobs: Upon completion of the development of the Project, it is expected that the medical center and pharmacy will create approximately **55-65 full-time and part-time jobs** representing an estimated **payroll in excess of \$3,000,000 annually.**

IV. New Incremental Sales Forecast

Conservative sales projections for the new Medical and Professional Center expect retail sales associated with the Love’s pharmacy to reach an estimated \$2,750,000 after completion.

Retail Sales Taxes (\$2,750,000)

The following table illustrates the new potential sales tax revenue for the City of Diamondhead based on the assumption that 85% of the pharmacy and medical retail sales will be net new sales for the City:

| <u>New Sales Assumption</u> | <u>Total Sales</u> | <u>State Sales Tax</u> | <u>Tax Rebates to Diamondhead</u> |
|-----------------------------------|--------------------|------------------------|-----------------------------------|
| Estimated retail sales | \$2,750,000 | \$192,500 | \$35,613 |
| Assumption of net new sales (85%) | \$2,337,500 | \$163,625 | \$30,271 |



V. **Property Taxes**

The First Phase of the Project will occupy a 2.2 +/- acre parcel. Currently, combined real and personal property ad valorem taxes to the city, county and school district total \$9,296.

As a result of this proposed project, the real and personal ad valorem property taxes could reach approximately Eighty-Eight Thousand Eight Hundred Nine Dollars (\$88,809)

The following is a tabular presentation of the anticipated increase in ad valorem taxes that could be generated for the City of Diamondhead, Hancock County, and the local school district by the development.

Estimates for real and personal property tax projections below after the proposed project are based on an *increase in the assessed* value of Six Hundred Twenty-One Thousand Dollars (\$621,000) for land, buildings, and FF&E as provided by the developer, the City, and the County's tax assessor's office.

Real & Personal Property Taxes Estimated

| <u>Entity</u> | <u>Millage Rates</u> | <u>Current</u> | <u>After Project</u> |
|---|----------------------|----------------|----------------------|
| City Real & Personal Property | (29.50) | \$2,142 | \$20,462 |
| County Real & Personal Property | (49.01) | \$3,558 | \$33,993 |
| School District Real & Personal Property | (49.53) | \$3,596 | \$34,354 |
| Totals | (128.04) | \$9,296 | \$88,809 |

- Illustration assumes use of 90% of the estimated permit value for the development to estimate the assessed value to illustrate real ad valorem taxes increases. Personal ad valorem tax estimates and increase assessed land values are not reflected above.

30



VI. Partial Listing of the Diamondhead Center Project Benefits

- The Project will accommodate the medical needs of the City of Diamondhead’s citizens through a new development of an upscale medical center and retail pharmacy that is convenient and safe for residents and patrons.
- The Project will create a newly positioned medical corridor, acting as a flagship catalyst for future medical facilities. The Project will act as a catalyst for additional complimentary development opportunities in the immediate vicinity such as additional restaurants, and other retail developments attributed to increased traffic and new employment.
- The Project will help the City of Diamondhead meet its goal to complete a foot path contiguous with existing commercial developments by providing for the construction of sidewalks and other public infrastructure to enhance the connectivity of the Diamondhead Center to the other businesses such as restaurants, entertainment and retail in the immediate area.
- The proposed facility is located in a unique location in regards to City utilities making the development cost higher than other projects, but the Project will provide funding resources to help the City expand their utilities and therefore improve opportunities for future commercial growth in the area.
- The Project is expected to result in a private investment of over \$4.6 million dollars in Diamondhead and will create 55-65 permanent full and part-time jobs upon completion with an **estimated annual payroll in excess of \$3,000,000 dollars.**
- The Project will generate **new annual retail sales estimated** to reach Two Million Seven Hundred Fifty Thousand Dollars (**\$2,750,000**).
- The Project will substantially **increase property taxes** to an estimated Seventy-Nine Thousand Five Hundred Thirteen Dollars (**\$79,513**) for the City, County, and the local school district.
- The proposed Project could result in a **sales tax rebates from the State of Mississippi** to the City of Diamondhead in excess of Thirty-Five Thousand Six Hundred Thirteen Dollars (**\$35,613**) annually.



- The Project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other local business in the market trade area.

VII. Project Feasibility/Assistance Requested

An extensive feasibility analysis for the Project reveals that public assistance is required; otherwise, the development cannot go forward. The following list highlights cost factors that render the development unfeasible without public participation in Tax Increment Financing to support the project.

- high cost of land acquisition
- extensive site preparation, earthwork, and required retaining structure needed for the access road, building site, and parking facilities
- increased building material costs due to specialized services and medical equipment foundation requirements
- development requirements related to public utilities that are not currently present

The following is a list of necessary infrastructure requirements and costs that will be financed with the requested TIF funds.

| | |
|--|--------------------|
| Access road and related expenses | \$18,688 |
| Parking lot, sidewalks, and related improvements | \$385,100 |
| Demolition, site work, retaining wall, earthwork, fill for parking and road work | \$165,032 |
| Lighting, landscaping, and drainage (including a detention pond) | \$148,803 |
| Utility connections, water, gas, 3 phase electric services, fiber optics | \$128,574 |
| Professional TIF related fees (engineering, architectural design, legal, administration) | <u>\$155,000</u> |
| Total Estimated TIF Related Expenses | \$1,001,197 |



VIII. Tax Increment Financing (TIF)

The following **Table I** illustrates a proposed Tax Increment Financing scenario for principal sizing purposes with up to 75% of the incremental increase of the City’s real and personal ad valorem tax increases being pledged by the City, along with up to 50% of the sales tax rebates received from the State of Mississippi as a result of net new retail sales generated by the project, and up to 75% of the increase in real and personal ad valorem taxes received by the County towards the payment of the TIF Bond debt at an interest rate projected for illustration purposes of 5% for 15 years, with no debt reserve, holdback fund, or TIF Bond issuance fees reflected.

Table I

| | <u>TIF Bond Issue</u> | <u>Estimated Annual Payment</u> | <u>Tax Increase Available</u> |
|---|-----------------------|---------------------------------|-------------------------------|
| <u>Terms:</u> 15yrs. @ 5% 75% City participation 75% County participation 50% sales tax rebates | \$564,366 | \$54,372 | \$72,179 |

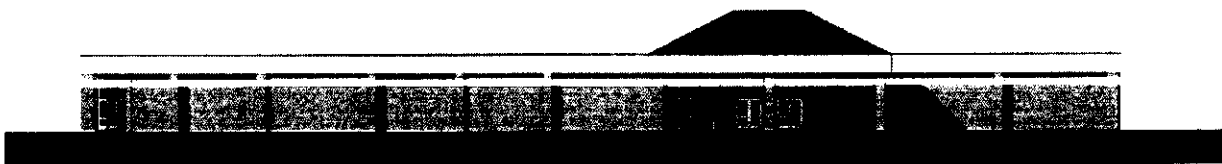
NOTES: These estimates assume no debt reserve or hold back funds and reflect only the net projected increase in ad valorem taxes based on estimates of 90% of the estimated permit cost of the development that were provided by the developer, City, and County Tax Assessor’s office.

Unverified millage rates illustrated and used (City-29.50 County-49.01) with an assumed allocation, for principal sizing purposes, of up to 75% pledge commitment of increased amounts of City real and personal ad valorem property taxes and up to 50% pledge from the City of rebated sales taxes received from the State of Mississippi as a result of new retail sales generated by the project and originating in the TIF district as a result of the Project. Also, assumed is a pledge from the County of up to 75% on any incremental tax increase of real and personal ad valorem property taxes calculated using the millage rates designated towards the proposed TIF Bond debt service payments. An estimated 5% interest rate on a 15-year payout is also assumed in the example illustrated above with no debt reserve, TIF Bond issuance cost, or TIF Bond holdback funds reflected in the estimated values.



Exhibit I

Diamondhead Center Elevation Rendering



URBAN DEVELOPMENT 

Exhibit 2 Google Map View

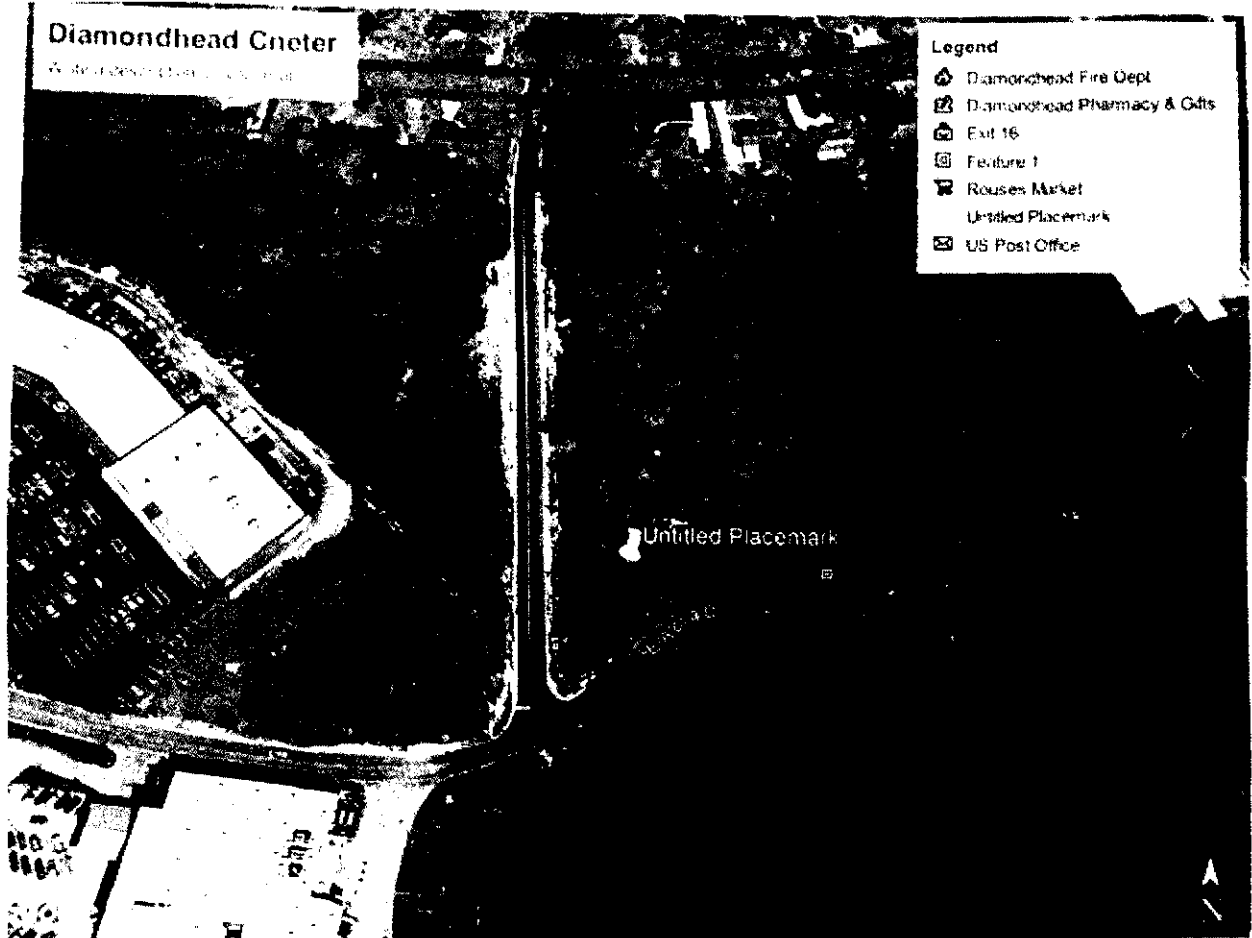
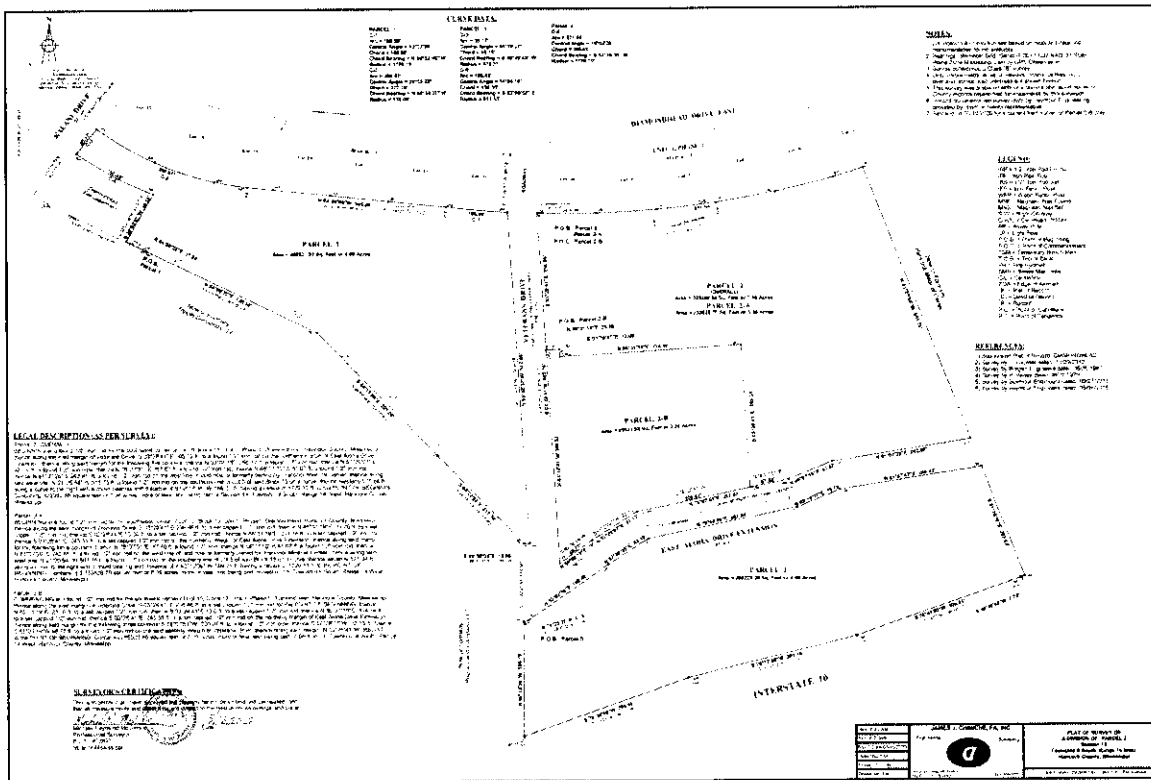


Exhibit II

Legal Descriptions and Map of the TIF District





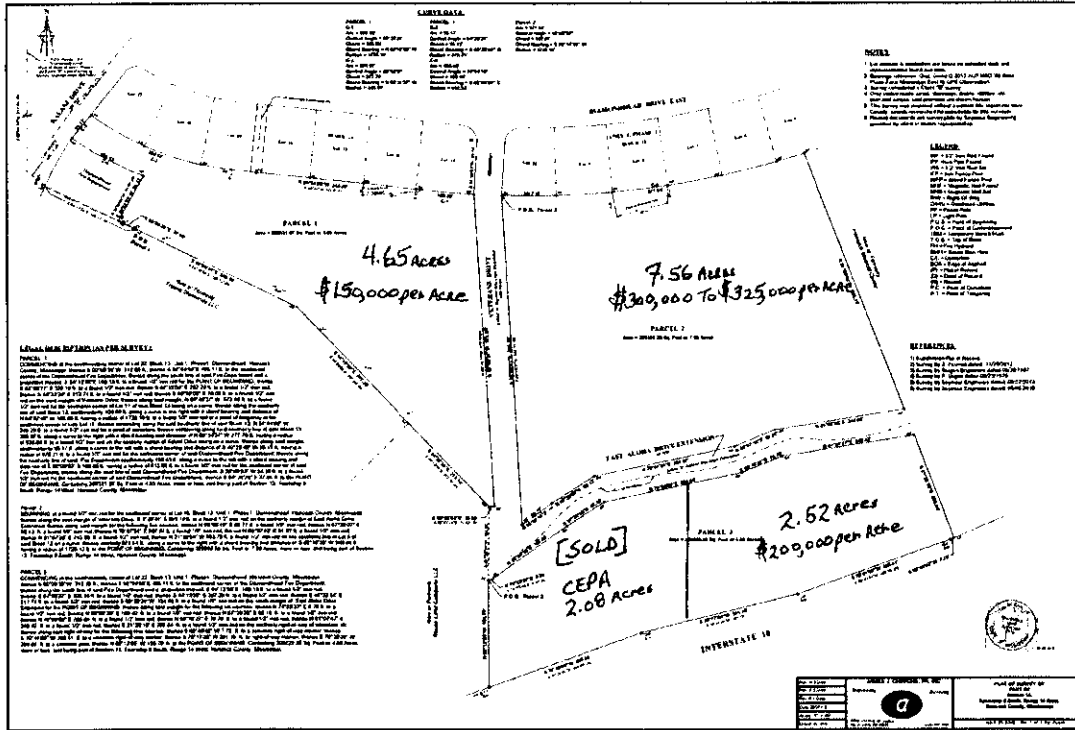
URBAN DEVELOPMENT toolbox

tax increment financing plans • economic development strategies • urban planning • code enforcement

7600 Joe Fountain Road • Ocean Springs, Mississippi
58051582.v1

(601) 301-8500 • E-Mail: laurence@toolboxmail.com

Exhibit 1



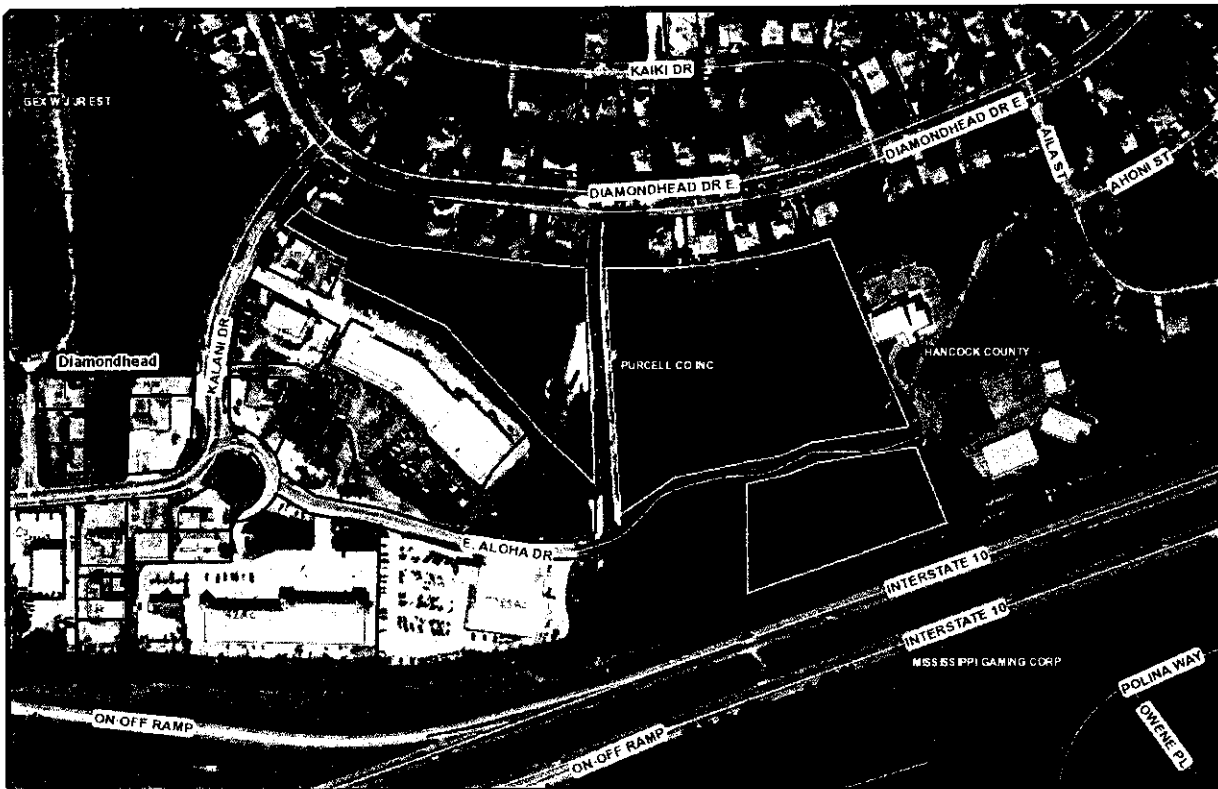
URBAN DEVELOPMENT

tax increment financing plans • economic development strategies • urban planning • code enforcement

7600 Joe Fountain Road • Ocean Springs, Mississippi

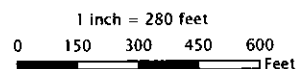
601.301.8500 • E-Mail: laurence@toolboxmail.com

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.

March 1, 2021



URBAN DEVELOPMENT

tax increment financing plans • economic development strategies • urban planning • code enforcement

7600 Joe Fountain Road • Ocean Springs, Mississippi 38877 • Phone: 601.301.8500 • E-Mail: laurence@toolboxmail.com
 58051582.v1

City of Diamondhead
Budget Adjustments
For the Fiscal Year Ending September 30, 2021

| Budget Entry No. (InCode) | Account | ACCT DESCRIPTION | Adjustment Amount | Effect on Budget | Description | Form to Council | Agenda Item | Council Approval | Posted to InCode Date | InCode Packet |
|---|----------------|-----------------------------------|-------------------|------------------|--|-----------------|-------------|------------------|-----------------------|---------------|
| <u>ZETA Administrative Disaster Assistance</u> | | | | | | | | | | |
| 2021-23 | 001-000-354.00 | Other Revenue | 115,000.00 | (115,000.00) | ZETA Adm Disaster Assistance - Eligible for 100% Reimb | | | | 5/4/2021 | |
| 2021-23 | 001-140-601.00 | Professional Fees - Consulting | 115,000.00 | 115,000.00 | ZETA Administrative Disaster Assistance | | | | 5/4/2021 | |
| | | | \$ | - | <u>ZETA Administrative Disaster Assistance</u> | | | | | |
| <u>Reclass for PW Equipment</u> | | | | | | | | | | |
| 2021-24 | 001-301-571.00 | Repairs & Maintenance - Equipment | (6,100.00) | (6,100.00) | Reclass for PW Equipment | | | | 5/4/2021 | |
| 2021-24 | 001-301-917.00 | Capital Outlay - Mobile Equipment | 6,100.00 | 6,100.00 | Bobcat 72" Brushcat Attachment | | | | 5/4/2021 | |
| | | | \$ | - | <u>Reclass for PW Equipment</u> | | | | | |



Timeline for **FY2022** Budget

| Date | Action |
|-----------|--|
| May 5 -28 | Meet with department heads to discuss current budget and future needs |
| May 4 | Discuss and adopt timeline for FY22 Budget process; (Regular Council Meeting) |
| June 1 | Presentation FY21 year-end projection (Regular Council Meeting) |
| June 15 | City Manager Presents FY22 Proposed Budget (5:00 p.m. Recess Meeting) |
| July 6 | Budget Workshop to discuss/formulate FY22 Budget (5:00 p.m. Recess Meeting) |
| July 13 | Recess Meeting - Budget Workshop to discuss/formulate FY22 Budget |
| July 20 | Council accepts FY22 Budget/authorizes necessary publications & hearing (Regular Council Meeting) |
| Aug 4 | First Advertisement for Public Hearing (§27-39-203) <ul style="list-style-type: none"> • Advertise the adoption of the tax levy • Meeting must be set after business hours • Meeting must not be the same time as any other taxing entity in the county |
| Aug 11 | Second Advertisement Public Hearing (§27-39-203) |
| Aug 17 | Public Hearing (Regular Meeting) <ul style="list-style-type: none"> • Accept FY22 Budget • Adopt/Set Millage by Resolution (§21-33-45) • Immediately send certified copy of resolution to county tax collector and state tax commission; certified copy of resolution must be available to the public (§21-33-47) • Publish Resolution in paper within 10 days after adoption (§21-33-47) • Announce Date of Adoption of FY22 Budget to be September 7, 2021 at time TBD; announcement must be a part of the agenda |
| Sept 7 | Meeting to Adopt the FY22 Budget (§21-35-5 & §21-33-47) (Regular Council Meeting) Give public notice of availability of FY22 Budget for inspection; include as announcement on the August 3rd Meeting Agenda |

*** NOTE -ALL DATES ARE DETERMINED APPLYING STATE STATUTE WHERE NO INCREASE IN MILLAGE IS PROPOSED***

BUDGET WORKSHOPS scheduled for Recess Meetings beginning at 5:00 p.m. or 5:30 p.m. immediately preceding the Regular Meeting.

EXHIBIT "A"
ENGINEER' PROPOSAL

EXHIBIT "B"

SCOPE OF SERVICES

Engineer shall provide professional services for the City pursuant to Work Assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to Water, Wastewater, Streets, Bridges, Storm Drainage, Traffic Control, and Landscape Design. Engineer may be asked to provide preliminary engineering reports, designs, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed to in advance, funding identified, and a specific work authorization issued for each assignment. (See Exhibit "C" for format.)

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO ____ - ____ 20__ . __

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and James J. Chiniche PA Inc. on _____ day of _____ 2021

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

Boundary Surveying services required for parcel 067F-2-26-107.000

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____ *October 28, 2020* ____.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until ____ ____, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be _____ %

KEYPERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY

CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do business in the State of Mississippi)

PROGRESS SCHEDULE

MAXIMUM ALLOWABLE COST { Delete the other cost methods not used}

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$__1,500.00_____ (Total of all Charges) without the prior written consent of both parties.

The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

| NAMES | LABOR CLASSIFICATION | RATE |
|-------------------|------------------------|------|
| Jason Chiniche PE | Senior Project Manager | 105 |
| Nancy Hoelzel | Project Engineer | 75 |
| Alex Bertagnolli | Cad Technician | 50 |
| Kent Conn | RPR | 70 |
| | | |

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City

By;

WITNESS this my signature in execution hereof, this the _____ day of _____, 20____.

James J. Chiniche, PA Inc

By: Jason Chiniche, PE

ATTEST: _____

EXHIBIT "D" FEES

AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a _____ assignment. The Engineer shall prepare an estimate for the specific work identified for the cost of _____ transportation improvement, and the City shall

review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment.

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City _____
Attn: _____

Date _____

Invoice No. 0000
Period _____, 20____ Through _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No ____ - ____ - ____ - ____ - ____ Mississippi

Work Assignment ____ - ____ - ____ - ____

Engineer: _____

-----:
_

| | Current Period | Previous Estimate | Total Allowed to Date |
|-------------------------|----------------|-------------------|-----------------------|
| Labor Costs * | \$ | \$ | \$ |
| Direct Costs ** | \$ | \$ | \$ |
| Project Total | \$ | \$ | \$ |
| Amount Due this Invoice | | | \$ |

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMAT

SUPPORTING DATA (Sample Only)

ProjectNo. 00-0000-00-000-00

County _____

| <u>Employee and Classification</u> | <u>Rate of Pay</u> | <u>Current Period Hours</u> | <u>Current Period Costs</u> | <u>Previous Period Costs</u> | <u>Cost to Date</u> |
|---------------------------------------|---------------------|-----------------------------|-----------------------------|------------------------------|---------------------|
| John P. Public Jr. <u>Engineer</u> | \$0.00/hour | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| John P. Public Jr. <u>Designer</u> | \$0.00/hour | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| John P. Public Jr. <u>Technician.</u> | \$0.00/hour | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| SUBTOTAL | \$ 0.00/hour | 0.00 | \$0.00 | \$0.00 | \$0.00 |

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"
PROGRESS REPORT

| | |
|-------------------------------|-------|
| MONTHLY PROJECT STATUS REPORT | |
| Reporting Period: | _____ |
| City Representative: | _____ |
| -Consultant: _____ | |
| Project No.: | _____ |
| Project Description: | _____ |
| Work Completed: | _____ |
| Work Planned: | _____ |
| Issues to be Addressed; | _____ |

Report Submitted by _____

Date: _____

EXHIBIT "G"**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.

327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel-personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"- for compliance with 23 CFR, Part 634.

EXHIBIT "H"**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.
- (2) The Engineer further certifies, to the best of his/her knowledge and belief, that:
- (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted,

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____ -

{Enter Consultant's Name }

{Type name }

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"

**PRIME CONSULTANT / CONTRACTOR EEV
CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____ 20____

NOTARY PUBLIC
My Commission Expires : _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verizy™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CITY OF DIAMONDHEAD
2016 ENGINEERING MASTER SERVICES AGREEMENT
ENGINEERING FEES
STANDARD HOURLY RATES SCHEDULE

| POSITION | BILLING RATE |
|---------------------------------|--------------|
| Principal Engineer | \$ 135.00 |
| Professional Engineer | \$ 97.00 |
| Senior Project Manager | \$ 105.00 |
| Project Engineer | \$ 75.00 |
| Professional Land Surveyor | \$ 80.00 |
| Survey Crew Chief | \$ 47.00 |
| Instrument Person | \$ 35.00 |
| CAD Technician | \$ 50.00 |
| Clerical | \$ 43.00 |
| Resident Project Representative | \$ 70.00 |
| Engineering Technician | \$ 50.00 |

WORK ASSIGNMENT

WORK ASSIGNMENT NO. _____

PROJECT NUMBER: 26040.00; Makiki Drive Culvert Replacement and associated swales

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Pickering Firm, Inc. on the 19th day of August, 2016.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

See 'Attachment A – Scope of Services'

WORK ASSIGNMENT TERM

No new Work Assignments shall be executed after October 31, 2021 at 11:59 P.M. CDT.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 31, 2021 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL

The DBE goal established for this Work Assignment shall be zero percent (0%).

KEY PERSONNEL

CITY PROJECT MANAGER:

Mike Reso

**CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do
business in the State of Mississippi)**

Cara Wagner, PE (MS #26030)

PROGRESS SCHEDULE

Applications, meetings, and other items requested by the client will be prepared and submitted in a timely fashion following client request.

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed **\$42,600** (Total of all Charges) plus the cumulative fee for Easement Plats as referenced below, without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

Table 1: Compensation for Services Breakdown

| Basic Services | | |
|----------------|---|----------------------------|
| Phase # | Phase Title | Fee (labor hour/unit cost) |
| I | Wetland Delineation | \$ 5,000 |
| II | Wetland Permitting Assistance | \$ 7,800 |
| III | Boundary and Topographic Survey | \$ 4,500 |
| IV | Easement Plats* | \$ 2,000 |
| V | Engineering Assessment | \$2,500 |
| VI | Engineering Design | \$10,800 |
| VII | Project Bidding | \$4,000 |
| IIX | Construction Engineering and Inspection | \$8,000 |

*Easement Plat Fee shown is a “per each” fee. Based on GIS data, approximately 11 of these may be required for a total fee of \$22,000. Actual number of easements will be determined during design. Easement work will not begin without prior consent from the City.

Table 2: Rate Schedule for Labor Hours


| NAMES | LABOR CLASSIFICATION | RATE |
|-------|---------------------------------|--------|
| | Principal Engineer | \$ 135 |
| | Professional Engineer | \$ 97 |
| | Senior Project Manager | \$ 105 |
| | Project Engineer | \$ 75 |
| | Professional Land Surveyor | \$ 80 |
| | Survey Crew Chief | \$ 47 |
| | Instrument Person | \$ 35 |
| | CAD Technician | \$ 50 |
| | Clerical | \$ 43 |
| | Resident Project Representative | \$ 70 |
| | Engineering Technician | \$ 50 |

Both parties hereto represent that they have authority to enter into this Work Assignment as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

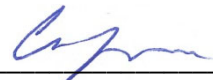
SO EXECUTED AND AGREED THIS THE _____ DAY OF _____,
City of Diamondhead, Mississippi

By:

WITNESS this, my signature, in execution hereof, this the 29th day of April 2021.
Pickering Firm, Inc.

ATTEST: 

Andy Phelan, PE



By: Cara Wagner, PE

General Project Description

In general, the Engineer will perform environmental permitting, boundary and topographic survey, preparation of easement plats, engineering analysis, engineering design (including production of construction documents), bid phase, and construction engineering and inspection services relative to the replacement or rehabilitation of the culvert that crosses Makiki Drive just east of its intersection with Kui Place. Additionally, the incoming channels (roadside and through lot) and outflowing channel will be analyzed for appropriate capacity in the 25-year design storm event. Finally, a new swale traveling generally easterly behind the first 4-5 homes fronting Makiki Drive will be considered to assist with rear yard drainage.

Items not specifically outlined below are excluded from this proposal; subsequent services may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

Phase I – Wetland Delineation (\$5,000)

We understand the project to consist of a Wetland Delineation and a submittal of a Joint Permit Application and Notification to the Mississippi Department of Marine Resources (DMR) and the United States Army Corps of Engineers (USACE), in accordance with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, for the proposed Makiki Drive Culvert and Channel Rehab project.

For the delineation, the Engineer will perform the following:

- Mobilization to the site;
- Traversal of the project area and immediately surrounding areas;
- Establishment of representative sampling locations;
- Observation and identification of vegetation, soils, and hydrologic conditions at each sampling location;
- Record field data including photographs of site conditions and sampling locations;
- Identification of portions of the site qualifying as potential “waters of the U.S.”, if present;
- Locating, flagging, and mapping of wetland boundaries, if present; and
- Mapping of the sampling locations and potential wetland boundaries using mobile GPS unit capable of sub-meter accuracy.

Upon completion of the field activities, we will submit our request for a jurisdictional determination (JD) from the USACE, Mobile District. This scope of work will be guided by Section 404 of the Clean Water Act.

Phase II – Wetland Permitting Assistance (\$7,800)

For the permitting phase, the Engineer will perform the following:

- Obtain and review any Environmental Assessments or other environmental studies that have been conducted in the project area.
- Provide a written report documenting potential impacts to wetlands and “other waters of the U.S.”
- Solicit written correspondence from Federal, State, and Local resource agencies, as necessary, regarding proposed Project.
- Consult with the US Army Corps of Engineers, Department of Marine Resources, the Mississippi Department of Environmental Quality, and the US Fish and Wildlife Service.
- Consult with the Mississippi Secretary of State.
- Submit a Section 10/Section 404 Joint Permit Application and Notification to the Department of Marine Resources and the US Army Corps of Engineers.
- Provide permitting assistance, as required, to obtain the necessary permits for the construction phase of the project.

The following is specifically excluded from the aforementioned Scope of Work for this task order. However, these items can be provided if necessary, with a revision to the Scope of Work and fees. If the Client requests that any of these services be performed by the Consultant, then the Client will pay the Consultant for these authorized additional services on the basis of a negotiated lump sum fee or on the basis of the hourly rates plus reimbursable expenses.

1. Mitigation Plan

- Wetland mitigation assessment and planning for “other waters of the U.S.” are not included in this proposal
- Wetland Acreage/Stream mitigation credits to be purchased are unknown at this time

2. A cultural resources survey and threatened and endangered species survey could be required by the US Army Corps of Engineers prior to Section 404 permit authorization.

Phase III – Boundary and Topographic Survey (\$4,500)

We will perform a topographic survey of the above referenced project site. The survey will define one-foot contours and will include all buildings, finished floor elevations, roads, drives, sanitary sewer and storm drainage features, along with other utilities and features necessary. Underground utilities will be plotted from records made available to us by local utility agencies. The survey will be performed in accordance with Standards of Practice for Surveying in Mississippi.

Our surveying services will not include:

- Complete boundary surveys. We will do a limited amount of boundary surveying in order to show approximate property lines. However, more surveying will likely be necessary if it is determined that easements are required.
- Investigation or location of underground utilities by means of excavation, ground penetrating radar, smoke testing, etc. Observed evidence of utilities, markings by MS One Call representatives, and information provided by the utility companies will be combined to develop a view of the underground utilities. However, lacking excavation, the exact location

of underground features cannot be accurately and completely depicted. In addition, in some jurisdictions, 811 utility locate requests from surveyors may be ignored or result in an incomplete response. Where more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

- Investigation or location of underground structures or facilities which are not observable from the surface (gas tanks, treatment plants, etc).
- Wetlands delineations. We will coordinate with any qualified wetlands delineator to show applicable wetlands on the survey. We will not, however, be performing any wetlands delineation.

Phase IV – Easement Plats (\$2,000 per each)

At the City’s discretion, legal description and plat for easements needed will be provided. This will include setting rods at the easement corner.

Phase V – Engineering Assessment (\$2,500)

Consultant will perform an initial site Investigation that will include verification of surveyed information as well as review of existing stormwater conveyances for obvious signs of overflows, repetitive failures, maintenance issues, and other visual observances that may affect the performance of the culverts, channels, or other unique drainage features.

Following the initial conditions assessment, Engineer will:

1. Review and assimilate reports, preliminary survey data, existing mapping, readily-available topographic information, and other relevant data provided by the CLIENT or by others;
2. Perform hydrologic and hydraulic analysis using computerized modeling software and produce expected existing water surface profiles, flow rates, and flow velocities for various storm events.
3. Develop recommendations for proposed improvements based on conditions and on capacity. Both upstream improvements and detention basin improvement recommendations will be made.
4. Develop preliminary opinion of costs for proposed improvements;
5. Produce documentation / engineering letterform report outlining existing conditions, proposed recommendations and effects of proposed recommendations;
6. Project meeting with the CLIENT, as required.

Phase VI – Engineering Design (\$10,800)

Utilizing information acquired in previous phases and per any other deliverable subject to any CLIENT-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CLIENT, for the general scope of work described above, the Engineer shall:

1. Prepare engineering drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor. 1 set of the engineering documents and any other deliverables will be provided to the CLIENT for review. Following their review, CLIENT shall submit to the Engineer any comments regarding the Design Phase documents and any other deliverables.
2. Provide an updated engineer's Opinion of Probable Construction Cost with final construction documents.
3. Prepare and furnish bidding documents for review by CLIENT, its legal counsel, and other advisors, and assist CLIENT in the preparation of other related documents. CLIENT shall submit to Engineer any comments and instructions for revisions and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the CLIENT.

Phase VII – Bidding Phase (\$4,000)

After acceptance by CLIENT of the final bidding documents prepared in Phase II and the final Opinion of Probable Construction Cost, and upon written authorization by the CLIENT to proceed, Engineer shall:

1. Assist CLIENT in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by CLIENT in the course of any negotiations with prospective contractors.
4. Consult with CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist CLIENT in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Phase VIII – Construction Phase (including RPR) (\$8,000)

- A. Upon successful completion of the Bidding Phase, and upon written authorization from CLIENT, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR, as needed, at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
 3. *Selecting Independent Testing Laboratory:* Assist CLIENT in the selection of an independent testing laboratory, where necessary
 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of

Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between CLIENT and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents

(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents:* Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 10 above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 11 above.
 16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of CLIENT, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
 17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written

recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. For purposes of this proposal, a construction phase of not more than 30 days was assumed.

- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Additional Services

Any service not specifically outlined above is excluded from Pickering Firm, Inc.'s scope of work. In the event you request additional services over and above the subject scope of work, we will perform said additional services under a new work assignment or an amendment to this work assignment. Additional Services may include, but are not limited to: preparation of right-of-way or easement acquisition documents, environmental assessments, project permitting, engineering design of proposed improvements not outlined above.



Commissioner Flo Item No.7.
Commissioner Layer
Commissioner Debrow
Commissioner Rubar
Commissioner Hourin
Commissioner Torguson
Commissioner Hector

AGENDA PLANNING AND ZONING COMMISSION

Tuesday, April 27, 2021

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 March 23, 2021 Minutes

Unfinished Business

New Business

3. David Carden, General Manager Diamondhead Water and Sewer District - Proposed new water tower.
4. Bob Barber, Orion Planning - Discussion of Long Term and Short Term Rental Policy.
5. Josh Shelton and Courtney Jassby, represented by Jeff Jassby of Jassby Custom Homes, have filed an application requesting to change the current zoning district classification from PRF (public facilities and recreation district) to R-1 (low density single family residential district) in accordance with Zoning Ordinance (Article 2.8) for the purpose of constructing a single family residence. The property address is 7448 Turnberry Drive. The tax parcel number is 068R-1-41-071.000. The legal description is Glen EaglePhase 1, Lot 48 less 8 feet. The case file number is 202100017.
6. Timothy and Gina Stockstill have filed an application requesting a variance from the Zoning Ordinance (Article 4.6.5 E iii) to allow the construction of a screened enclosure of an existing deck which is 2 feet 4 inches from the rear property line. The rear yard set back is a minimum of 20 feet. The variance requested is 17 feet 8 inches. The property address is 689 Oahu Street. The tax parcel number is 067Q-0-36-090.000. The legal description is Diamondhead Subdivision Phase 2, Unit 3, Block 5, Lot 63 and a portion of Lot 64. The property is located in a R-2 zoning district. The case file number is 202100031.

Open Public Comments to Non-Agenda Items

Commissioners' Comments



5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: April 27, 2021

CASE FILE NUMBER: 202100017

APPLICANT: Jeff Jassby, Jassby

Custom Homes

PROPERTY OWNER: Josh Shelton and

Courtney Jassby

TAX PARCEL NUMBER: 068R-1-41-071.000

PHYSICAL STREET ADDRESS: 7448 Turnberry Drive

LEGAL DESCRIPTION: Glen Eagle Phase 1, Lot 48 less 8 feet

ZONING DISTRICT: PFR Public Facilities & Recreation

TYPE OF APPLICATION: Rezoning

NATURE OF REQUEST: Josh Shelton and Courtney Jassby, represented by Jeff Jassby of Jassby Custom Homes, have filed an application requesting to change the current zoning district classification from PRF (public facilities and recreation district) to R-1 (low density single family residential district) in accordance with Zoning Ordinance (Article 2.8) for the purpose of constructing a single family residence. The property address is 7448 Turnberry Drive. The tax parcel number is 068R-1-41-071.000. The legal description is Glen Eagle Phase 1, Lot 48 less 8 feet. The case file number is 202100017.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: April 27, 2021

ACTION BY THE PLANNING COMMISSION:

FINDINGS: This ordinance, including the zoning map, is based on comprehensive planning studies and is intended to carry out the objectives of a sound, stable and desirable environment. It is recognized that casual amendments of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

- A. Error: There was an error in the initial zoning of the property as it was brought into the city.
- B. Change in Condition: Changed or changing conditions in a particular area in the city or metropolitan area generally, resulting from changes in population, both of the area proposed to be rezoned and in the surrounding areas, including changes in existing road patterns or traffic, including traffic volumes, and also including development of new roadways in the vicinity.

Approved 6-0

- C. Changes in whatever is classified as the "neighborhood" (which may not necessarily be limited to that of a relatively concise area), and which may include changes in population, development trends, and the existing character of nearby property and/or changes that have occurred in the character of nearby property.

Item No.7.

RECOMMENDATION TO PLANNING COMMISSION: To **approve** the rezoning as petitioned;

The staff recommends to approve the rezoning based on the following findings of fact.

- A. Changes have occurred in the neighborhood resulting in the need for additional R-1 lots. Several developments that were proposed for R-1 became R-2.
- B. R-1 zoning is the most restrictive zoning and the rest of Glen Eagle is R-1.
- C. The more restrictive is at the request of the owner.
- D. Rezoning protects the neighborhood from more intrusive development, such as restaurants, municipal buildings, general business offices, etc.
- E. In the past, the City has allowed rezoning to a more restrictive use to ensure future development stays consistent with the neighborhood.
- F. As a condition for rezoning, in addition to a building permit, a development permit is also required.

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



Office 228-222-4626
Fax 228-222-4390
www.Diamondhead.ms.gov

APPLICATION FOR ZONING CHANGE

CASE NO. 2021-00017

DATE 3/8/21

APPLICANT: Jeff Jassby (Jassby Custom Homes)

APPLICANT'S ADDRESS: 8230 Maulalani Place

APPLICANT'S TELEPHONE: (HOME) 228-255-3400 (WORK) 228-255-3400

PROPERTY OWNER: Josh Shelton / Courtney Jassby

MAILING ADDRESS: 8230 Maulalani Place - DH, MS 39525

TELEPHONE NUMBER: (HOME) 949-375-4638 (WORK) 949-375-4638

TAX ROLL PARCEL NUMBER: 068R-141-091.000

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: LOT 48 c/s' Glenn Eagle Pt 1

7448 Turnberry Drive - Diamondhead, MS 39525

ZONING CHANGE (FROM) AFR (TO) ~~R2~~ ~~R3~~ R-1

STATE PURPOSE OF REZONING: Get the land back that the City zoned incorrectly

RECEIVED
MAR 08 2021
BY: [Signature]

STATEMENT OF UNDERSTANDING

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

The application fee of \$²⁰⁰600.00 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 designated 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 change 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 April 27, 2021 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.

[Signature]
Signature of Applicant

[Signature]
Signature of Property Owner

_____ For Official Use Only _____

- ~~\$600.00~~ ^{200.00}
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owners NA ()

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



The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035
File No: 21-0002

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, we

Jim Grotkowski and Jeff Jassby , Grantors
758 Augusta Way
Diamondhead, MS 39525
Phone: 228-216-6919

Do hereby sell, convey, bargain and warrant to

Joshua R. Shelton and Courtney Jassby , Grantees
8230 Maunalani Place
Diamondhead, MS 39525
Phone: 949-375-4638

As joint tenants with 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:

A survey of Lot 48, less the east 4 feet, Glen Eagle at Diamondhead Subdivision, Phase 1, City of Diamondhead, Hancock County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar found at the southeast corner of said Lot 48; thence N 49°33'05" W 4.18 feet along the north margin of Turnberry Drive to a 1/2" rebar set and being the Point of Beginning; thence continue N 49°33'05" W 89.96 feet to a 1/2" rebar found; thence 50.04 feet along a curve to the left having a radius of 406.09 feet and also having a chord bearing and distance of N 52°41'36" W 50.01 feet to a 1/2" rebar set at the southwest corner of said Lot 48; thence N 09°01' 35" E 129.31 feet to a 1/2" rebar found at the northwest corner of said Lot 48; thence S 86°15'14" E 178.49 feet along the north line of said Lot 48 to a 1/2" rebar set; thence S 23°46'09" W 223.69 feet to the Point of Beginning. Said parcel of land contains 26,419 square feet, more or less.

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

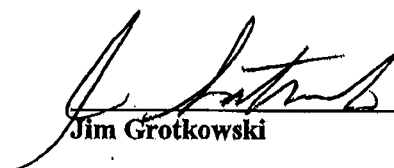
This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

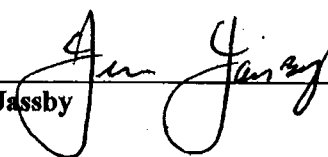
If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the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

The Grantors hereby certify that the property herein above conveyed forms no part of the homestead of said Grantors.

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 Grantees herein.

WITNESS OUR SIGNATURES, this the 5th day of February, 2021.

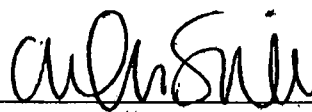

Jim Grotkowski


Jeff Jassby

**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 5th day of February, 2021, Jim Grotkowski and Jeff Jassby, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.




Notary Public
My Commission Expires: 6-14-21

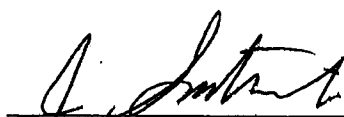
State of: Mississippi
County of: Hancock
Sellers: Jim Grotkowski and Jeff Jassby
Buyers: Joshua R. Shelton and Courtney Jassby
Property Address: Turnberry Dr
Diamondhead, MS 39525

Compliance Agreement

The undersigned for and in consideration of the above referenced property conveyance, agree, if requested by Lender or Closing Agent, to fully cooperate and adjust for clerical errors, including any erroneous proration of taxes, any or all closing documentation deemed necessary or desirable in the reasonable discretion of Lender or closing agent to enable Lender or purchaser to sell, convey, seek guaranty or market said loan to any entity including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or the Veterans Administration.

The undersigned do hereby so agree and covenant in order to assure that this closing documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or convey by purchaser or by Lender of its interest in and to said documentation.

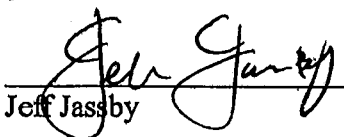
Date: February 5, 2021



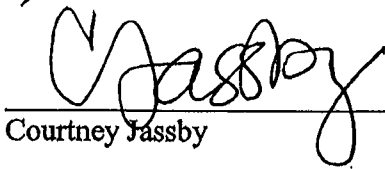
Jim Grotkowski



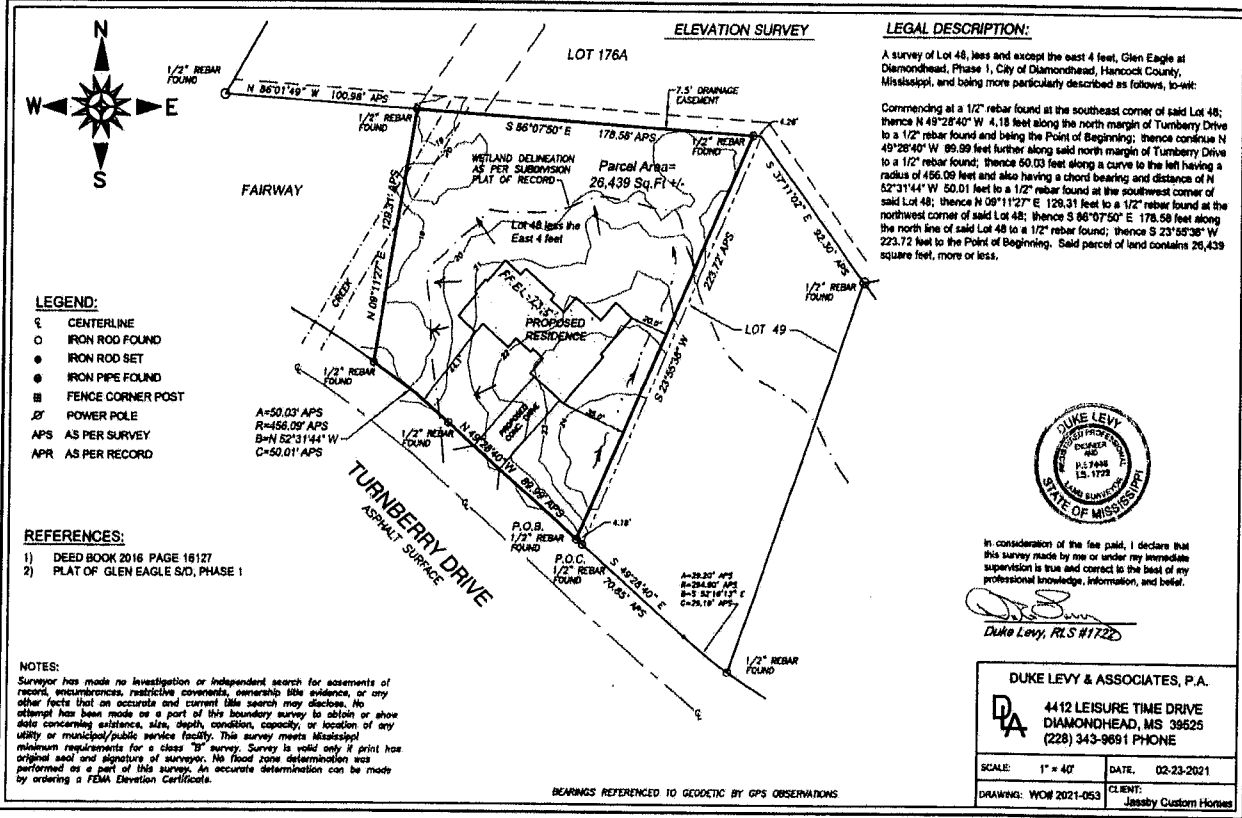
Joshua R. Shelton



Jeff Jassby



Courtney Jassby



LEGAL DESCRIPTION:
 A survey of Lot 48, less and except the east 4 feet, Glen Eagle at Diamondhead, Phase 1, City of Diamondhead, Hancock County, Mississippi, and being more particularly described as follows, to-wit:
 Commencing at a 1/2" rebar found at the southeast corner of said Lot 48; thence N 49°28'40" W 4.18 feet along the north margin of Turnberry Drive to a 1/2" rebar found and being the Point of Beginning; thence continue N 49°28'40" W 89.89 feet further along said north margin of Turnberry Drive to a 1/2" rebar found; thence 50.03 feet along a curve to the left having a radius of 456.09 feet and also having a chord bearing and distance of N 52°31'44" W 50.01 feet to a 1/2" rebar found at the southwest corner of said Lot 48; thence N 09°11'27" E 129.31 feet to a 1/2" rebar found along the northwest corner of said Lot 48; thence S 86°07'50" E 178.58 feet along the north line of said Lot 48 to a 1/2" rebar found; thence S 23°55'38" W 223.72 feet to the Point of Beginning. Said parcel of land contains 26,439 square feet, more or less.

- LEGEND:**
- ⊕ CENTERLINE
 - IRON ROD FOUND
 - IRON ROD SET
 - ⊙ IRON PIPE FOUND
 - ⊞ FENCE CORNER POST
 - ⌘ POWER POLE
 - APS AS PER SURVEY
 - APR AS PER RECORD

- REFERENCES:**
- 1) DEED BOOK 2016 PAGE 15127
 - 2) PLAT OF GLEN EAGLE SD, PHASE 1

NOTES:
 Surveyor has made no investigation or independent search for assessments of records, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by obtaining a FEMA Elevation Certificate.



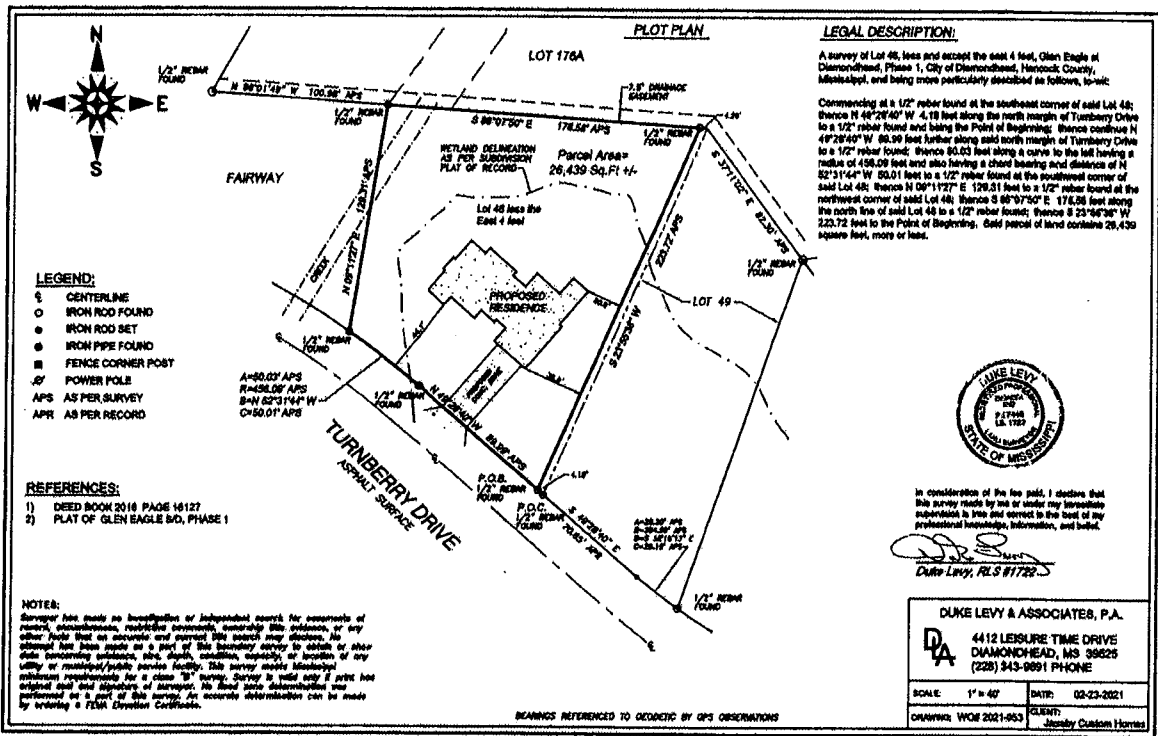
In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy
 Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.
 4412 LEISURE TIME DRIVE
 DIAMONDHEAD, MS 39525
 (228) 343-9691 PHONE

| | |
|-----------------------|------------------------------|
| SCALE: 1" = 40' | DATE: 02-23-2021 |
| DRAWING: WOV 2021-053 | CLIENT: Jessaby Custom Homes |

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



LEGAL DESCRIPTION:
 A survey of Lot 48, less and except the east 4 feet, Glen Eagle of Diamondhead, Phase 1, City of Diamondhead, Hancock County, Mississippi, and being more particularly described as follows, to-wit:
 Commencing at a 1/2" rebar found at the southeast corner of said Lot 48; thence N 44°28'40" W 4.18 feet along the north margin of Turnberry Drive to a 1/2" rebar found and being the Point of Beginning; thence continue N 49°28'40" W 88.99 feet further along said north margin of Turnberry Drive to a 1/2" rebar found; thence 80.03 feet along a curve to the left having a radius of 458.09 feet and also having a chord bearing and distance of N 52°31'54" W 50.01 feet to a 1/2" rebar found at the southwest corner of said Lot 48; thence N 09°19'27" E 126.81 feet to a 1/2" rebar found at the northwest corner of said Lot 48; thence S 60°37'50" E 176.58 feet along the north line of said Lot 48 to a 1/2" rebar found; thence S 23°48'00" W 220.72 feet to the Point of Beginning. Said parcel of land contains 26,439 square feet, more or less.

- LEGEND:**
- ⊕ CENTERLINE
 - IRON ROD FOUND
 - IRON ROD SET
 - ⊙ IRON PIPE FOUND
 - FENCE CORNER POST
 - ⚡ POWER POLE
 - APR AS PER SURVEY
 - APR AS PER RECORD

- REFERENCES:**
- 1) DEED BOOK 2018 PAGE 16127
 - 2) PLAT OF GLEN EAGLE BD, PHASE 1

NOTES:
 Surveyor has made no investigation of independent records for encumbrances of record, encroachments, recorded easements, recording title relations, or any other facts that are accurate and current. No search was made. No attempt has been made as a part of this boundary survey to obtain for other data concerning substance, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if performed by original and the signature of Surveyor. No final data determination was performed as a part of this survey. An accurate determination can be made by retaining a FEMA Elevation Certificate.

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy
 Duke Levy, RLS #17722

DUKE LEVY & ASSOCIATES, P.A.
 DL 4412 LEISURE TIME DRIVE
 DIAMONDHEAD, MS 39825
 (228) 343-9891 PHONE

| | |
|------------------------|----------------------------|
| SCALE: 1" = 40' | DATE: 02-23-2021 |
| DRAWN BY: WOF 2021-003 | CLIENT: Jessy Custom Homes |

Pat Rich

From: Pat Rich
Sent: Thursday, March 4, 2021 11:14 AM
To: Jeff Jassby (jassbycustomhome@bellsouth.net)
Cc: Michael J. Reso; Ronald Jones; Beau King; Tammy Braud; derekcusick
Subject: 7448 Turnberry Dr. Rezoning
Attachments: Application for Zoning Change.pdf

Jeff,

The above property is currently zoned PFR (Public Facilities & Recreation) in which Residential Uses are not permitted. In order to build a residential structure on the property, you must request zoning change (application attached). Please complete and return to this office, along with the \$200 fee, by March 15, 2021. It will be added to the Planning Commission meeting on April 27, 2021. The following defines the only conditions for rezoning a property:

2.8. - AMENDMENT (REZONING) PROCEDURE.
[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTION](#)

2.8.1 *Title and Purpose.*

A. Section 2.8.1 through Section 2.8.11 shall be known as the Amendment Procedure. The purpose of this procedure is to prescribe the manner in which changes shall be made in the text of the Zoning Regulations (Text Amendment) and the application of such regulations to property within the City of Diamondhead, Mississippi, by means of the Zoning Map (Rezoning).

B. This ordinance, including the zoning map, is based on comprehensive planning studies and is intended to carry out the objectives of a sound, stable and desirable environment. It is recognized that casual amendments of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

- i. Error: There was an error in the initial zoning of the property as it was brought into the city.
- ii. Change in Condition: Changed or changing conditions in a particular area in the city or metropolitan area generally, resulting from changes in population, both of the area proposed to be rezoned and in the surrounding areas, or changes in existing road patterns or traffic, including traffic volumes, and also including the development of new roadways in the vicinity.
- iii. Changes in whatever is classified as the "neighborhood" (which may not necessarily be limited to that of a relatively concise area), and which may include changes in population, development trends, and the existing character of nearby property and/or changes that have occurred in the character of nearby property.

2021-137

Item No.8.



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

TO: Mayor and City Council, City Manager
FROM: Ronald Jones *Ronald*
DATE: April 30, 2021
SUBJECT: Elimination of Coastal A zones from the Flood Damage Prevention Ordinance

When the City Council adopted the Flood Damage Prevention Ordinance in 2012, it included the provision of Coastal A zone. It is a choice that a local government can adopt. It is a higher standard and not mandatory to participate in the NFIP.

What is a coastal A zone? It is property that is actually in an A zone but having to meet the requirements of the V zone i.e. only minor grading and fill allowed, no obstruction below the BFE, breakaway walls.

Where is this Coastal A zone boundary? It runs parallel and north of the V zone on the south side and generally runs east of and parallel to the Jordan river. The primary impact to residential area would be Airport Road and Coelho Way. You can look at the flood zone map in the Building office to see the definitive boundary.

I am asking the City Council to authorize the publication of a legal notice and for the Planning Commission to hold a public hearing to eliminate the Coastal A zone in the Flood Damage Prevention Ordinance.



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

TO: Mayor, City Council and City Manager

FROM: Ronald R. Jones, Building Official

DATE: April 28, 2021

SUBJECT: Resubdivision of Diamondhead Phase 1, Unit 6, Lots 1-3 by Bonnacarrere’s Magnolia Ridge, LLC

Matthew Evans, Managing Member is requesting to resubdivide 3 lots.

The property address of the original lot is 8352 Mohonua Place. The tax parcel number is 068J-2-41-030.000. The legal description is Diamondhead Phase 1, Block 5, Unit 6, Lots 1-3. The property is in a R-1 zoning district.

In accordance with the Subdivision Regulations, the 2 newly created parcels meet or exceed the minimum requirements in the Zoning Ordinance and Subdivision Regulations. Drainage and utility easements are also dedicated to the City. Therefore, I recommend acceptance of the resubdivision final plat of Lots 64 and 65.

| Minimum Requirements-R-1 | Parcel A | Parcel B |
|--------------------------|-----------|-----------|
| Min lot area 10,000 sf | 15,621 sf | 30,220 sf |
| Lot width 80’ | 90’ | 221’ |
| Lot frontage 40’ | 81’ | 165’ |
| FYSB 20’ | 20’ | 20’ |
| SYSB 10’ | 10’ | 10’ |
| RYSB 20’ | 20’ | 20’ |

To Whom It May Concern:

In regards to the property 8352 Mohonua Pl. Diamondhead, MS 39525, We request a subdivision of lots 1,2,3 into two parcels:

LOT 1 (Lot 1, Block 5 First addition to Unit 6, Phase 1 Diamondhead, Hancock County, MS, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock MS) and LOT 2 (Lot 2, Block 5, First Addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in plat book 4, page 17, in the office of the Chancery Clerk, Hancock County, MS) as one entity.


LOT 3 (LOT 3, block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, MS, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, MS) as on entity.

Thank you for your time and consideration on this matter.



Matthew Evans
Bonnecarrere's Magnolia Ridge, LLC
Managing Member

Sworn to and subscribed before me, Notary,
this 21st day of April, 2021 in Baton Rouge, Louisiana.


Keith S. Garcia
06065

RECEIVED
APR 23 2021
BY: _____

2020 9805
Recorded in the Above
Deed Book & Page
08-28-2020 12:43:57 PM
Timothy A Kellar
Hancock County

Prepared by and Return to:
Michael J. Casano/ MSB #10085
4403 West Aloha Drive
Diamondhead, MS 39525
Telephone: (228) 255-0035
Fax: (228) 255-0078
File No: Maria/Bonnecarrere Estate

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

EXECUTRIX'S DEED

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

PAMELA GIARDINA
Executrix of the Estate of Donald B. Bonnecarrere
5934 Goodwood Avenue
Baton Rouge, LA 70806
225-892-1410

pursuant to the Judgment Approving First and Final Accounting, for Approval of the Final Disbursement of Assets and for Final Discharge of the Executrix, entered by the Chancery Court of Hancock County, in Case No. 23CH1:20-cv-00025-JP, *In the Matter of the Estate of Donald B. Bonnecarrere, Deceased*, do hereby convey unto the following:

RECEIVED
APR 15 2021
BY: _____

2020 9806
Deed Book & Page

Bonnecarrere's Magnolia Ridge LLC
5934 Goodwood Avenue
Baton Rouge, LA 70806
225-892-1410

all right, title and interest in that certain parcel of property, previously owned by Donald B. Bonnecarrere, together with all improvements situated thereon, and being more particularly described as follows:

Lot 1, Block 5, First Addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Hancock County, Mississippi;

Lot 2, Block 5, First Addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat Book 4, at Page 17, in the Office of the Chancery Clerk of Hancock County, Mississippi; and,

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, Addition 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 anywise appertaining.

RECEIVED
APR 15 2021
BY: _____

2020 9807
Deed Book & Page

This conveyance is subject to any and all recorded restrictive covenants, rights of way, and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

Witness my signature on this the 10th day of August, 2020.

Pamela Giardina
Pamela Giardina, Executrix
of the Estate of Donald B. Bonnacarrere

STATE OF Louisiana
COUNTY/PARISH OF E. Baton Rouge

This day appeared before me, the undersigned authority for the jurisdiction aforesaid, the within named Pamela Giardina, Executrix of the Estate of Donald D. Bonnacarrere, who acknowledged that she signed and delivered the above and foregoing Executrix's Deed on the day and year herein mentioned as her own free and voluntary act and deed for the purposes intended therein.

(SEAL) Given under by hand and official seal of office, on this the 11 day of August 2020.

Brod J Brumfield
24982
NOTARY PUBLIC
My Commission Expires: death

RECEIVED
APR 15 2021
BY: _____

FILED

AUG 04 2020

TIMOTHY A. KELLAR
CHANCERY CLERK

BY: BT D.C.

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
DONALD B. BONNECARRERE, DECEASED.

CAUSE NO: 23CH1:20-cv-00025-JP

PAMELA GIARDINA, PETITIONER.

**JUDGMENT FOR APPROVAL OF FIRST AND FINAL ACCOUNTING,
DISBURSEMENT OF ASSETS AND DISCHARGE OF EXECUTRIX**

THIS DAY this cause came on to be heard on approval of the First and Final Accounting, for Approval of the Final Disbursement of Assets and for final discharge of the Executrix after such distribution has been made and in support hereof would show unto the Court the following:

I.

That the Petitioner is the duly qualified and acting Executrix of the Last Will and Testament of Donald B. Bonnacarrere, deceased, having been appointed by decree entered herein on February 10, 2020, and Letters Testamentary having been issued to the Petitioner on February 21, 2020.

II.

That the decedent, Donald B. Bonnacarrere, died testate on October 23, 2019. At the time of his death the decedent had a fixed place of residence in, and being an adult resident of the State of Louisiana but owned certain real property located within the jurisdiction of this Court in Hancock County, Mississippi.

III.

That in accordance with law, an affidavit has been filed with this Court executed by Pamela Giardina, Executrix under the Last Will and Testament of Donald B. Bonnacarrere, deceased, on March 4, 2020, acknowledging that the Petitioner has made reasonably diligent efforts to identify all persons having claims against the estate of Donald B. Bonnacarrere. Further, that pursuant to law a Notice to Creditors was published in The Sea Coast Echo, a newspaper published in Hancock

RECEIVED
APR 15 2021
BY: _____

County, on March 11, 2020; March 18, 2020; and March 25, 2020. That said Proof of Publication is on file with this Court and the time within which claims may be probated against the estate has expired, and no claims have been filed.

IV.

That the decedent's estate consists of a residence located at 8352 Mohionua Place, Diamondhead, Mississippi 39525, and is more particularly described as follows:

Lot 1, Block 5, First Addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Hancock County, Mississippi;

Lot 2, Block 5, First Addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat Book 4, at Page 17, in the Office of the Chancery Clerk of Hancock County, Mississippi; and,

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, Addition 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 anywise appertaining.

V.

That the Petitioner would show that Bonnecarriere's Magnolia Ridge LLC is the designated beneficiary to receive the decedent's property as contained in Article XI of the Judgment of Possession attached to Petition to Probate Will for Letters Testamentary and for Issuance of Letters Testamentary as Exhibit "A."

VI.

That this estate has been finally administered except for the payment of such allowances as this Court may make for attorney's fees, executor's fees and Court costs. That the Petitioner has performed valuable services as Executrix of the estate but does hereby waive any claim for compensation or entitlement to a fee for such services. That Michael J. Casano of The Casano

RECEIVED
APR 15 2021
BY: _____

Law Firm has rendered valuable legal services to the Petitioner in connection with the estate, and that the Executrix should be authorized to pay unto him a reasonable attorney's fee in the amount of \$1,000.00 plus expenses.

VII.

That this Court gives full faith and credit to the Judgment of Possession (19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana in Case No. 107062, Division "25" Succession of Donald Bert Bonnacarrere) and the Petitioner should be authorized to pay over and deliver unto the decedent's beneficiary the assets of the estate as may remain in her hands as Executrix, consistent with and pursuant to the terms and conditions of the decedent's Last Will and Testament, upon payment of the unpaid fees, expenses and costs mentioned herein. Specifically, the Executrix will execute an Executrix's Deed conveying unto Bonnacarrere's Magnolia Ridge LLC the following property:

Lot 1, Block 5, First Addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Hancock County, Mississippi;

Lot 2, Block 5, First Addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat Book 4, at Page 17, in the Office of the Chancery Clerk of Hancock County, Mississippi; and,

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, Addition 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 anywise appertaining.

It is therefore,

ORDERED AND ADJUDGED that the First and Final Accounting, Distribution of Assets and Discharge of the Executrix of the estate of Donald B. Bonnacarrere, deceased, is hereby approved. The Petitioner further prays that the Court will approve a reasonable amount for



attorney's fees in the sum of \$1,000.00 for the legal services provided by Michael J. Casano of The Casano Law Firm, plus any costs expended herein. It is further,

ORDERED AND ADJUDGED that the Petitioner is authorized to execute an Executrix's Deed to Bonnacarrere's Magnolia Ridge, LLC, for the property more particularly described as above. It is further,

ORDERED AND ADJUDGED that the Petitioner is authorized to pay all accrued court costs and any other incidental expenses of administration. Finally, that upon receipt of proper legal vouchers showing the payment of the administration expenses and costs and upon distribution of the remaining assets as herein provided, that the Executrix, Pamela Giardina, shall stand finally discharged.

SO ORDERED AND ADJUDGED this the 31 day of July, 2020.

[Signature]
CHANCELLOR

Prepared and Presented By:

[Signature]
Michael J. Casano, Esq.
MS Bar No. 10085
The Casano Law Firm, P.A.
4403 W. Aloha Drive
Diamondhead, Mississippi 39525
Telephone No.: (228) 255-0035
Facsimile No.: (228) 255-0078

ICC



Handwritten signature

Hancock County
I certify this instrument was filed on
08-28-2020 12:43:57 PM
and recorded in Deed Book
2020 at pages 9805 - 9811
Timothy A Kellar

RECEIVED
APR 15 2021
BY: _____

CORPORATE RESOLUTION OF BONNECARRERE’S MAGNOLIA RIDGE, LLC

On February 21, 2021, a meeting was held with the shareholders of Bonnacarrere’s Magnolia Ridge, LLC, namely, Matthew James Evans, Managing Member, Richard Kyle Evans, member, Ryan Casey Evans, member, Joseph Saverio Giardina, member, Alexandra Grace Giardina, member, Julienne Marie Bonnacarrere, member, and Thomas Seth Bonnacarrere, member.

At the meeting it was unanimously agreed to and HEREBY RESOLVED by the members and the managing member that Power of Attorney would be granted by Bonnacarrere’s Magnolia Ridge, LLC and all its members to Matthew James Evans to conduct in their names as CLIENTS of the Power of Attorney the following transactions:

1. For CLIENTS and in their name, to make, seal, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, and tenements, and accept the possession of all lands, and all deeds and other assurances, in the law therefore, and to lease, let, demise, bargain, sell, release, convey, mortgage, and hypothecate lands, and tenements on the terms and conditions and under the covenants as ATTORNEY thinks fit insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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



A portion of which bears the municipal address of 8352 MOHONUA PLACE ,
DIAMONDHEAD, MISSISSIPPI, 39525

2. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, chose in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of every nature and kind insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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

A portion of which bears the municipal address of 8352 MOHONUA PLACE ,
DIAMONDHEAD, MISSISSIPPI, 39525

3. And also for CLIENTS and in their name, and as CLIENTS' acts and deeds, to sign, seal, execute, deliver, and acknowledge the deeds, leases, mortgages, hypothecations,



contracts, charter, bills of lading, bills, bonds, notes, receipts, evidence or debt, releases and satisfaction of mortgage, judgments and other debts, and other instruments in writing of every kind and nature that may be necessary or proper in the premises insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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

A portion of which bears the municipal address of 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525

- 4. GIVING AND GRANTING to the ATTORNEY in fact full power and authority to do and in person every act necessary, requisite, or proper to be done as fully as CLIENTS might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the Attorney in fact may lawfully do or cause to be done by virtue of this Power of Attorney insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;



Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

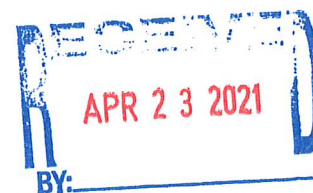
Together with all and singular the rights, privileges, improvements, and appurtenances to the same belonging or in anywise appertaining.

A portion of which bears the municipal address of 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525

All power and authority granted in this Power of Attorney remains in effect until the completion of the sale closing as it relates to the land and improvements owned by CLIENTS and located at 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525 which is included in the following description of property in the records of the Chancery Clerk, Hancock County, Mississippi, as follows:


Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and



Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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



BONNECARRERE'S MAGNOLIA RIDGE, LLC, BY ITS
MANAGING MEMBER, MATTHEW JAMES EVANS



RICHARD KYLE EVANS



RYAN CASEY EVANS



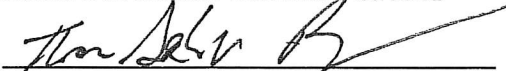
JOSEPH SAVERIO GIARDINA



ALEXANDRA GRACE GIARDINA

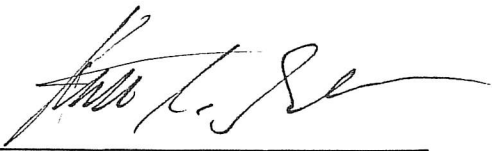


JULIENNE MARIE BONNECARRERE



Thomas Seth Bonnacarrere

SWORN TO AND SUBSCRIBED before me, NOTARY, this 21st day of FEBRUARY, 2021, in Baton Rouge, Louisiana.



NOTARY PUBLIC; BAR NO. 06065

Keith S. Giardina

RECEIVED
APR 23 2021
BY: _____

GENERAL POWER OF ATTORNEY

This General Power of Attorney (the "Agreement") is made and effective as of February 25, 2021,

BETWEEN: Matthew James Evans, Individually and as Managing Member of Bonnacarrere's Magnolia Ridge, LLC, (the "ATTORNEY"), brother of Richard Kyle Evans, Ryan Casey Evans, Joseph Saverio Giardina and Alexandra Grace Giardina and cousin of Thomas Seth Bonnacarrere and nephew of Julienne Marie Bonnacarrere, all of whom are the only shareholders of Bonnacarrere's Magnolia Ridge, LLC;

AND

Bonnacarrere's Magnolia Ridge, LLC, a duly licensed Limited Liability Company registered in the State of Louisiana, Richard Kyle Evans, Ryan Casey Evans, Joseph Saverio Giardina, Alexandra Grace Giardina, Julienne Marie Bonnacarrere, all persons of the full age of majority, and residents of the Parish of East Baton Rouge, State of Louisiana, and Thomas Seth Bonnacarrere, a person of the full age of majority and a resident of the State of Texas, all of whom are the only shareholders of Bonnacarrere's Magnolia Ridge, LLC; (the "CLIENTS"),

TERMS

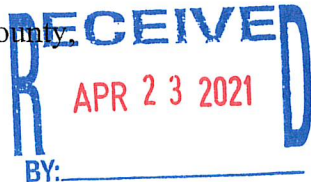
KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by CLIENTS to ATTORNEY and that the CLIENTS do hereby appoint ATTORNEY to be THEIR attorney and to do in their name and on their behalf anything that the CLIENTS can lawfully do by an attorney, including, but not limited to:

1. For CLIENTS and in their name, to make, seal, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, and tenements, and accept the possession of all lands, and all deeds and other assurances, in the law therefore, and to lease, let, demise, bargain, sell, release, convey, mortgage, and hypothecate lands, and tenements on the terms and conditions and under the covenants as ATTORNEY thinks fit insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County,



Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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

A portion of which bears the municipal address of 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525

2. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, chose in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of every nature and kind insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

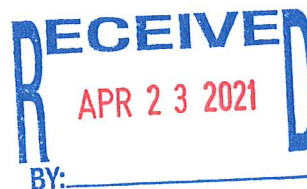
Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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

A portion of which bears the municipal address of 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525

3. And also for CLIENTS and in their name, and as CLIENTS' acts and deeds, to sign, seal, execute, deliver, and acknowledge the deeds, leases, mortgages, hypothecations, contracts, charter, bills of lading, bills, bonds, notes, receipts, evidence or debt, releases and satisfaction of mortgage, judgments and other debts, and other instruments in writing of every kind and nature that may be necessary or proper in the premises insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:



Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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

A portion of which bears the municipal address of 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525

- 4. GIVING AND GRANTING to the ATTORNEY in fact full power and authority to do and in person every act necessary, requisite, or proper to be done as fully as CLIENTS might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the Attorney in fact may lawfully do or cause to be done by virtue of this Power of Attorney insofar as it relates to the land and improvements owned by CLIENTS and identified in the Hancock County, Mississippi Chancery Clerk of Court records as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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

A portion of which bears the municipal address of 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525



All power and authority granted in this Power of Attorney remains in effect until the completion of the sale closing as it relates to the land and improvements owned by CLIENTS and located at 8352 MOHONUA PLACE , DIAMONDHEAD, MISSISSIPPI, 39525 which is included in the following description of property in the records of the Chancery Clerk, Hancock County, Mississippi, as follows:

Lot 1, Block 5, First addition to Unit 6, Phase 1, Diamondhead, Hancock County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi;

Lot 2, Block 5, First addition to Unit 6, Diamondhead, Phase 1, according to the map or plat thereof recorded in Plat book 4, at page 17, in the office of the Chancery Clerk, Hancock County, Mississippi; and

Lot 3, Block 5, Phase 1, Diamondhead, Unit 6, addition 1, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk, Hancock County, Mississippi.

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


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date first above written.

ATTORNEY:



MATTHEW JAMES EVANS

CLIENTS:



BONNECARRERE'S MAGNOLIA
RIDGE, LLC, BY ITS MANAGING
MEMBER, MATTHEW JAMES EVANS



RICHARD KYLE EVANS



RYAN CASEY EVANS



JOSEPH SAVERIO GIARDINA



ALEXANDRA GRACE GIARDINA



Julienne Bonnacarrere

JULIENNE MARIE BONNECARRERE

Thomas S. B.

THOMAS SETH BONNECARRERE

WITNESSES:

John Wang
Bonnie Gio

SWORN TO AND SUBSCRIBED before me, NOTARY, this 25th day of FEBRUARY, 2021, in Baton Rouge, Louisiana.

Keith S. Giardina

NOTARY PUBLIC

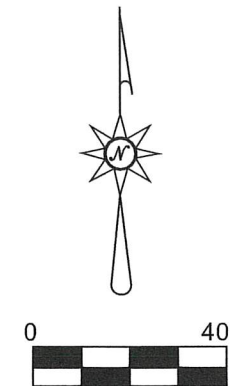
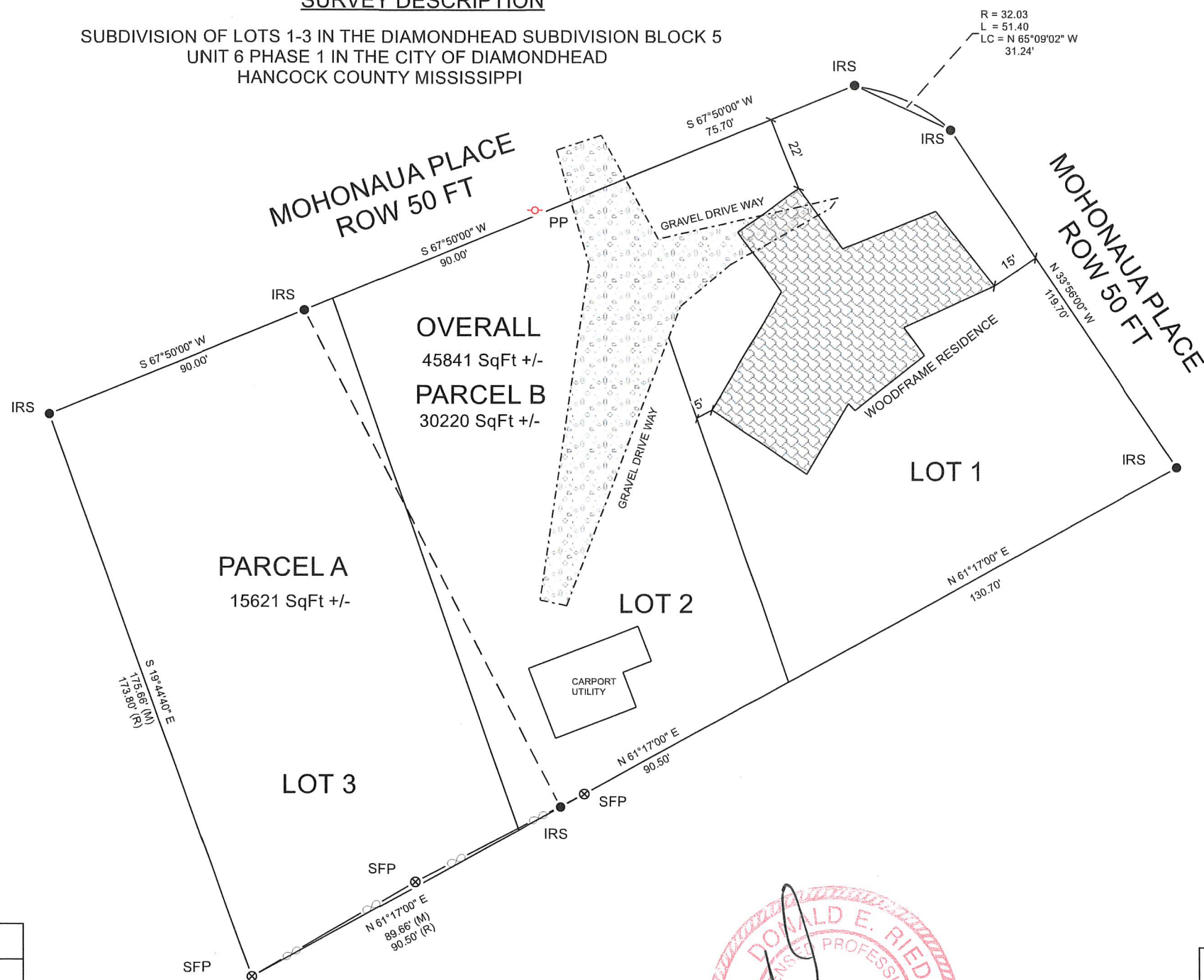
Keith S. Giardina

BAR NO. 06065

RECEIVED
APR 23 2021
BY: _____

SURVEY DESCRIPTION

SUBDIVISION OF LOTS 1-3 IN THE DIAMONDHEAD SUBDIVISION BLOCK 5
 UNIT 6 PHASE 1 IN THE CITY OF DIAMONDHEAD
 HANCOCK COUNTY MISSISSIPPI



ALL BEARINGS SHOWN ARE GRID
 GEOID 12BUS
 CONVERGENCE ANGLE -0°17'08"
 STATE PLANE ZONE MS EAST

| LEGEND | |
|--------|---|
| ● | IRS = 1/2 INCH IRON ROD SET W/ORANGE CAP MARKED RIED ASSOC PLS 3037 |
| ○ | POWER POLE |
| (M) | MEASURED RECORD |
| (R) | RECORD |
| —○—○— | CHAIN LINK FENCE |
| ⊗ | SFP 3 1/2 INCH STEEL FENCE POST FOUND |
| --- | NEW SUBDIVSIION PROPERTY LINE |

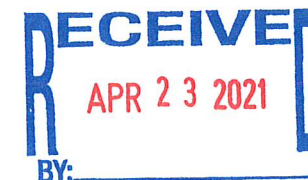
SURVEY IS VALID ONLY IF PLAT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR

NO ATTEMPT HAS BEEN MADE AS PART OF THIS BOUNDARY SURVEY TO OBTAIN SHOW DATA CONCERNING THE EXISTENCE SIZE, DEPTH, CONDITION OR LOCATION OF ANY UTILITY OF PUBLIC SERVICE UTILITY

IN CONSIDERATION OF A FEE PAID I DECLARE THAT THIS SURVEY WAS DONE BY ME OR UNDER MY IMMEDIATE SUPERVISION AND IS CORRECT TO MY PROFESSIONAL KNOWLEDGE AND BELIEF.

THIS IS BASED ON INFORMATION PROVIDED BY THE CLIENT. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH EASEMENTS OF RECORD, ENCUMBERENCES RESTRICTIVE COVENANTS, OWNERSHIP OF TITLE EVIDENCE, OR ANY OTHERS FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE

THIS SURVEY MEETS THE MISSISSIPPI MINIMUM STANDARDS FOR A CLASS B SURVEY



PAGE 1 OF 3

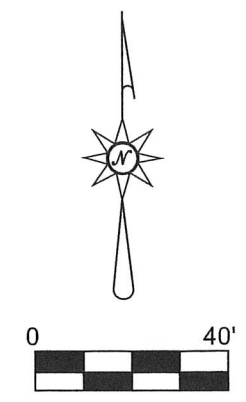
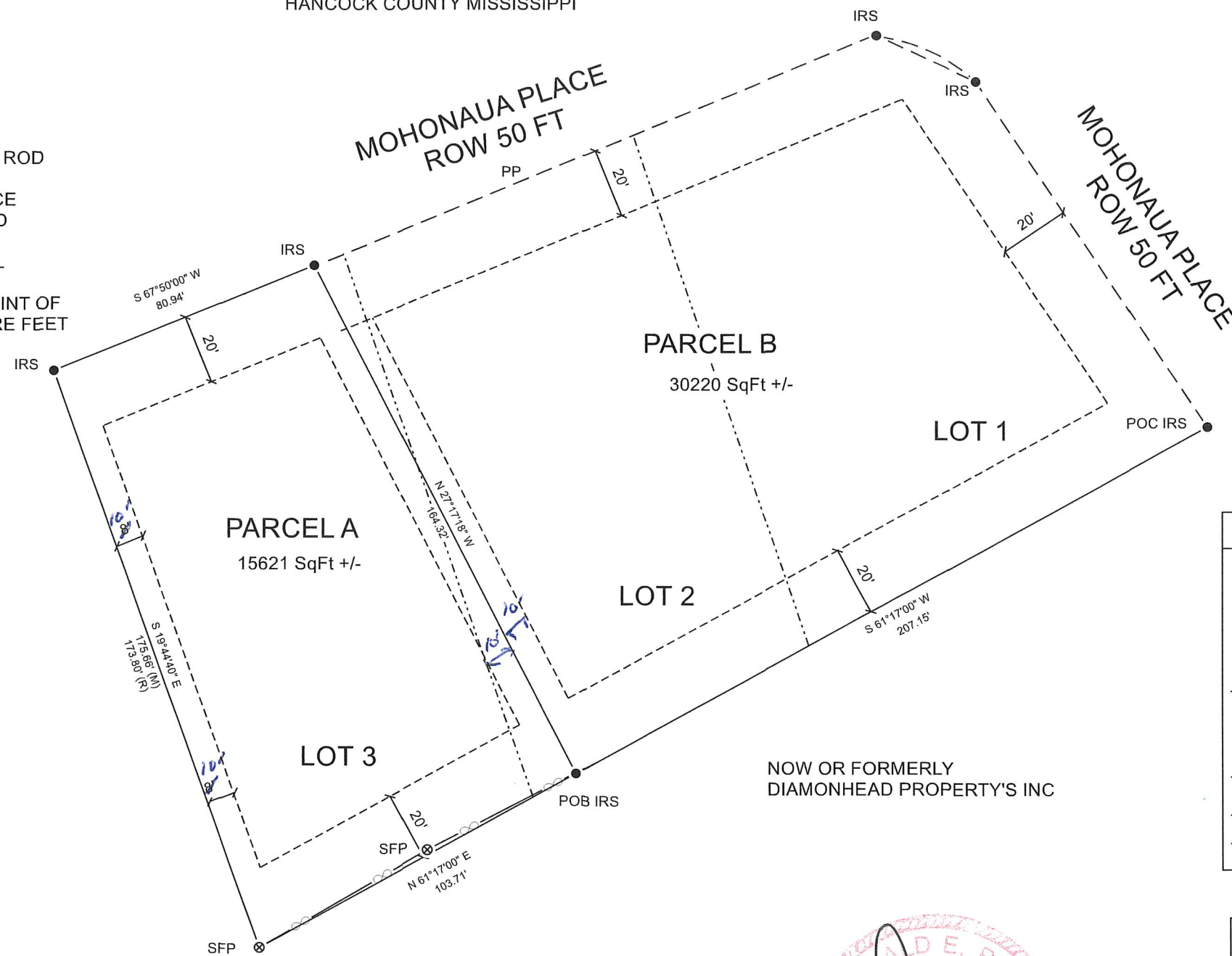
| | | |
|---|--------------------------|--------------------|
| RIED & ASSOCIATES LLC 9526 BENESHEEWAH TRAIL PASSCHRISTIAN MS 39571 PHONE 228 205-4007 | | |
| SUBDIVISION OF LOTS 1-3 IN THE DIAMONDHEAD SUBDIVISION BLOCK 5 UNIT 6 PHASE 1 IN THE CITY OF DIAMONDHEAD HANCOCK COUNTY MISSISSIPPI | | |
| SCALE 60 FT/IN | SURVEY DATE 04/09/21 | DRAWN BY DER |
| JOB 21-043 | DRAWING DATE 04/13/21 | CHECKED BY MLSR |

SURVEY DESCRIPTION

SUBDIVISION OF LOTS 1-3 IN THE DIAMONDHEAD SUBDIVISION BLOCK 5
UNIT 6 PHASE 1 IN THE CITY OF DIAMONDHEAD TAX PARCEL ID 068J-2-41.030.000
HANCOCK COUNTY MISSISSIPPI

PARCELA

COMMENCING AT A IRON ROD AT THE
SOUTHEAST CORNER OF LOT 1 IN THE
DIAMONDHEAD SUBDIVISION, BLOCK 5
UNIT 6 PHASE 1 IN THE CITY OF DIAMONDHEAD
HANCOCK COUNTY MISSISSIPPI
THENCE: S61°17'00"W FOR 207.15 FEET TO A IRON ROD
THENCE: N27°17'18"W FOR 164.32 TO A IRON ROD
AT THE SOUTHERLY MARGIN OF MOHONAUJA PLACE
THENCE: S67°50'00"W FOR 80.94 FEET ALONG SAID
MARGIN TO A IRON ROD
THENCE: S19°44'40"E FOR 175.66 FEET TO A STEEL
FENCE POST
THENCE: N61°17'00"E FOR 103.71 FEET TO THE POINT OF
BEGINNING SAID PARCEL CONTAINS 15621 SQUARE FEET
MORE OR LESS



ALL BEARINGS SHOWN ARE GRID
GEOID 12BUS
CONVERGENCE ANGLE -0°17'08"
STATE PLANE ZONE MS EAST

PAGE 2 OF 3

| LEGEND | |
|------------|---|
| ● | IRS = 1/2 INCH IRON ROD SET W/ORANGE CAP MARKED RIED ASSOC PLS 3037 |
| (M) (R) | MEASURED RECORD |
| —○—○— | CHAIN LINK FENCE |
| ⊗ | SFP 3 1/2 INCH STEEL FENCE POST FOUND |
| --- | NEW SUBDIVSIION PROPERTY LINE |
| --- | OLD LOT LINES |
| --- | SET BACK LINES |

- #### REFERENCES
1. DEED BOOK BB234 PAGE 366
 2. DEED BOOK B104 PAGE 643
 3. PLAT OF RECORD ON FILE AT
HANCOCK COUNTY CHANCERY
CLERKS OFFICE
 4. HANCOCK COUNTY TAX MAP 068J

SURVEY IS VALID ONLY IF PLAT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR

NO ATTEMPT HAS BEEN MADE AS PART OF THIS BOUNDARY SURVEY TO OBTAIN SHOW DATA CONCERNING THE EXISTENCE SIZE, DEPTH, CONDITION OR LOCATION OF ANY UTILITY OF PUBLIC SERVICE UTILITY

IN CONSIDERATION OF A FEE PAID I DECLARE THAT THIS SURVEY WAS DONE BY ME OR UNDER MY IMMEDIATE SUPERVISION AND IS CORRECT TO MY PROFESSIONAL KNOWLEDGE AND BELIEF.

THIS IS BASED ON INFORMATION PROVIDED BY THE CLIENT. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH EASEMENTS OF RECORD, ENCUMBERENCES RESTRICTIVE COVENANTS, OWNERSHIP OF TITLE EVIDENCE, OR ANY OTHERS FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE

THIS SURVEY MEETS THE MISSISSIPPI MINIMUM STANDARDS FOR A CLASS B SURVEY



RIED & ASSOCIATES LLC
9526 BENESHEEWAH TRAIL
PASSCHRISTIAN MS 39571
PHONE 228 205-4007

SURVEY OF PARCEL A PART OF LOT 2 AND ALL OF LOT 3
IN THE DIAMONDHEAD SUBDIVISION BLOCK 5 UNIT 6
PHASE 1 IN THE CITY OF DIAMONDHEAD HANCOCK COUNTY MISSISSIPPI

| | | |
|-------------------|--------------------------|--------------------|
| SCALE 40 FT/IN | SURVEY DATE 04/09/21 | DRAWN BY DER |
| JOB 21-043 | DRAWING DATE 04/13/21 | CHECKED BY MLSR |

A RESUBDIVISION PLAT OF LOTS 1, 2 & 3 BLOCK 5, UNIT 6 PHASE 1
DIAMONDHEAD SUBDIVISION IN THE CITY OF DIAMONDHEAD
HANCOCK COUNTY MISSISSIPPI
TAX PARCEL 068J-2-41-030.000

OWNERS CERTIFICATE AND DEDICATION

This is to certify that the undersigned is the owner of record of the land shown on this plat and declares this to be a correct plat of the resubdivision of Lots 1, 2 & 3 Block 5, Unit 6, Phase 1 of the Diamondhead Subdivision and that said owner hereby dedicates the easements unto the city of Diamondhead and the water and sewer district, as their interest may appear for public utility drainage and roadway purposes

Witness my signature on this _____ Day Of _____ 2021

By: Seth Bonnecarriere owner

ACKNOWLEDGEMENT

State of Mississippi, County of Hancock

Personally appeared before me, The undersigned authority in and for the said county and state on this the ___ day of ___ 2021 within my jurisdiction, the within named, Seth Bonnecarriere who acknowledged to me that he is the owner

Subscribed and sworn before me, in my presence the ___ day of ___ 2021 a Notary Public in and for the County of Harrison State of Mississippi

Given under my hand and seal of office this ___ day ___ 2021

Notary Public

My commission expires

CERTIFICATE OF APPROVAL AND ACCEPTANCE

This resubdivision plat has been submitted to and approved by the mayor and city council of the city of Diamondhead, by order duly adopted on _____ 2021, and entered in the official minutes of the city of Diamondhead in minute Book _____ on pages _____

City of Diamondhead

BY:

City Clerk _____

CERTIFICATE OF FINAL RESUBDIVISION PLAT APPROVAL

All requirements of the city of Dimaondhead subdivision rules and regulations relative to the preparation and submission of a resubdivision plat having been fulfilled approval is hereby granted subject to further provisions of said rules and regulations

CITY OF DIAMONDHEAD BUILDING OFFICIAL

BY: _____
Ronald R Jones

Date of execution

BY: _____
MAYOR

Date of execution

SURVEYORS CERTIFICATE

I Donald E Ried , a Professional Land Surveyor in and for the State of Mississippi, Do Hereby certify that the forgoing plat and description are true and correct to the best of my knowledge and belief

Witness my signature on this 26th day of April 2021

[Signature]

Donald E Ried RLS 3037

ACKNOWLEDGEMENT

State of Mississippi, County of Hancock

Personally appeared before me, The undersigned authority in and for the said county and state on this the 26th day of April 2021 within my jurisdiction, within named, Donald E Ried who acknowledged to me that he signed sealed and delivered the foregoing instrument on the day and year therein mentioned

Given under my hand and seal of office this 26th day of April 2021

[Signature]
Notary Public

Sept. 24, 2024
My Commision expires

CERTIFICATE OF COMPARISON

We the undersigned, do hereby certify that we have compared this duplicate plat of resubdivison plat of Lots 1, 2 & 3 , Block 5, Unit 6, Phase 1 in the Daimondhead Subdivision with the original plat hereof and find the same to an exact copy thereof

Witness our signatures on this ___ day of ___ 2021

City Clerk

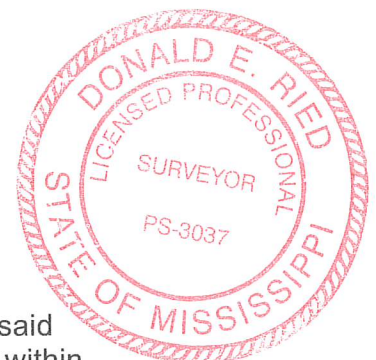
Donald E Ried
RLS 3037

RECORDING CERTIFICATE

Filed and recorded in duplicate on this ___ day of ___ 2021 in the record of Plats of Hancock County Mississippi, In Plat Book ___ on page ___

Tim Kellar , Chancery Clerk

BY: _____
Deputy Clerk



PAGE 3 OF 3

RIED & ASSOCIATES LLC
9526 BENESHEEWAH TRAIL
PASSCHRISTIAN MS 39571
PHONE 228 205-4007

A RESUBDIVISION PLAT OF LOTS 1, 2 & 3 BLOCK 5, UNIT 6 PHASE 1
DIAMONDHEAD SUBDIVISION IN THE CITY OF DIAMONDHEAD
HANCOCK COUNTY MISSISSIPPI
TAX PARCEL 068J-2-41-030.000

| | | |
|---------------|--------------------------|--------------------|
| SCALE N/A | SURVEY DATE 04/09/21 | DRAWN BY DER |
| JOB 21-043 | DRAWING DATE 04/19/21 | CHECKED BY MLSR |



Agenda Item #

City of Diamondhead, MS
Request for Council Action

TO: Honorable Mayor and Members of Council
FROM: Councilmember Clark

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:
 Would like to have 2 speed bumps or speed humps placed/installed on Hanalei Circle

SUMMARY BACKGROUND: Resident lives in the curve & one of his children almost got hit by a speeding car.

IMPACT IF DENIED: Lives could be taken or injured if something is not done to slow down speeders.

IMPACT IF APPROVED: Safer for children & adults to walk or run on the street

FINANCIAL IMPACT:
 No cost can be put on saving a life.

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

2021-142

Item No. 11.



April 27, 2021

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

On April 6, 2021, action was taken whereby the Post-Hurricane Zeta street survey and report conducted by Civilink was accepted. Further action was taken to authorize the administration to notify FEMA of the city's desire not to pursue a project worksheet for damage to roads resulting from the debris removal.

Rostan Services, as a part of the Task Order No. 1, completed an assessment of the major roadways in the City. According to their findings there are damages that meet that minimum threshold for FEMA reimbursement. Our consultant team has indicated the City could submit a project worksheet seeking reimbursement for street damages at a minimum of \$3,300 to the upper end of \$30,000.

It is my recommendation to rescind the action authorizing notice not to pursue reimbursement and further to authorize the administration to work with Rostan Services to initiate a project worksheet with FEMA for reimbursement for the street damages related to Hurricane Zeta debris removal.

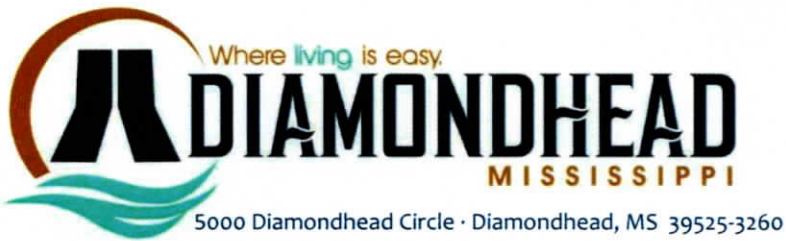
Sincerely,


Michael Reso
City Manager

MR:jk

2021-143

Item No. 12.



April 30, 2021

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Attached is official notice disapproving the City of Diamondhead Request for Disaster Debris Removal from Commercial Properties Project #172669. The cost for the commercial debris removal was \$78,895.05.

The administration is requesting approval to work with Rostan Solution consultants to file an appeal to have these funds obligated and reimbursed. Rostan Solutions has agree to file the appeal on behalf of the City under the current Task Order No. 1. A successful appeal would result in reimbursement of approximately \$59,000 from FEMA and \$9,800 from MEMA.

Thank you in advance for your approval in this matter.

Sincerely,

Michael Reso
City Manager

MR:jk



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRANEY
EXECUTIVE DIRECTOR

April 22, 2021

Michael Reso
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Dear Mr. Reso:

**SUBJECT: FEMA-4576-DR-MS –DIAMONDHEAD, CITY OF, FIPS# 045-19100-00
Ref. Project# 172669, Debris Removal, Cat A
Determination for Debris Removal**

Enclosed is a letter from FEMA regarding the disapproval of the City of Diamondhead's Request for Disaster Debris Removal from Commercial Properties, Reference Project# 172669. FEMA indicates that this request is denied because the City of Diamondhead did not obtain FEMA pre-approval prior to removing the debris from commercial property as required by FEMA policy; therefore, the City's request is denied.

Please review the attached determination letter very carefully. In accordance with Title 44 Code of Federal Regulations §206.206, you have the right to appeal this decision. The appeal must contain documentation supporting your position and include a statement regarding the amount of funds in dispute. The appeal should also cite the applicable provision of the Federal law, regulation and/or policy with which you believe FEMA's determination is inconsistent. The appeal will be processed through the Mississippi Emergency Management Agency who will then forward your appeal to FEMA for consideration.

If you desire to submit such an appeal, this appeal should be submitted, in writing, **within 60 days of the date of FEMA's enclosed Letter**, or by approximately **June 20, 2021**, to the following address:

Mr. Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39288-5644
Attention: John M. "Mike" Siler, Office of Public Assistance

If you have additional questions concerning this matter or would like to discuss any of the above, please contact me at 601-933-6886.

Sincerely,



John M. "Mike" Siler
Director, Office of Public Assistance

Attachments:
Enclosed MEMO

U.S. Department of Homeland Security
Federal Emergency Management Agency
FEMA Joint Field Office
FEMA-3550-EM-MS
FEMA-4538-DR-MS
FEMA-4576-DR-MS
220 Popp's Ferry Road
Biloxi, MS 39531



FEMA

April 21, 2021

RECEIVED
By Dawn Spears at 10:49 am, Apr 22, 2021

John M. "Mike" Siler
Public Assistance Office Director
Post Office Box 5644
Pearl, MS 39288-5644

Attn: Michael Reso
City Manager, Diamondhead, MS
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: Disapproval of City of Diamondhead's Request for Disaster Debris Removal from Commercial Properties

Dear Mr. Siler and Mr. Reso:

This letter is in response to your March 31, 2021 letter requesting the removal of disaster debris from commercial property in the City of Diamondhead (City). For the reasons stated below, the request is denied.

The *Public Assistance Program and Policy Guide* (PAPPG) (v.4), p. 109 (2020), states as follows:

Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, and trailer parks is generally ineligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA may provide an exception. In such cases, the Applicant must meet the requirements of Chapter 7:I.E.1. Approval Process and FEMA must approve the work prior to the Applicant removing the debris.

According to Mr. Siler's March 31, 2021 letter, a City representative of Diamondhead acknowledged that the debris has already been removed. As the City of Diamondhead did not obtain FEMA pre-approval prior to removing the debris from commercial property as required by FEMA policy, the City's request is denied.

Notice of Right to Appeal:

The Applicant may appeal this determination to the Regional Administrator, pursuant to Title 44 of the Code of Federal Regulations § 206.206, Appeals. If the Applicant elects to file an appeal, the

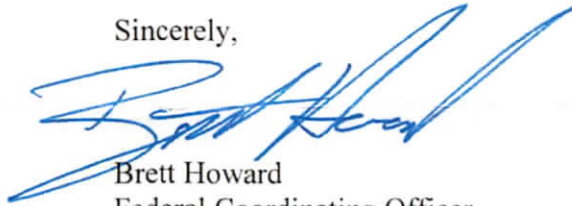
FEMA-4576-DR-MS – Disapproval of City of Diamondhead’s Request for Disaster Debris Removal from Commercial Properties

April 21, 2021

Page 2

appeal must: 1) contain documented justification supporting the Applicant’s position, 2) specify the monetary figure in dispute, and 3) cite the provisions in federal law, regulation, or policy with which the Applicant believes the initial action was inconsistent. The Applicant must submit the written appeal to the Recipient, Mississippi Emergency Management Agency (MEMA), within 60 days of its receipt of this determination. The Recipient’s transmittal of that appeal, with recommendation, is required to be submitted to our office within 60 days of the receipt of the Applicant’s letter. If you have any questions, please contact the MEMA, Andy Hood, at ahood@mema.ms.gov

Sincerely,



Brett Howard
Federal Coordinating Officer
FEMA-4576-DR-MS

2021-146

Item No. 14.



April 30, 2021

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

The administration has been exploring a city-wide outdoor warning siren system as well as portable generators and lights. The administration would like to proceed, with assistance from Rostan Solutions, submitting intent for Hazard Mitigation Program Grant funding for both projects. It is anticipated the emergency warning system cost would be \$200,000 and the generator lights would be \$70,000.

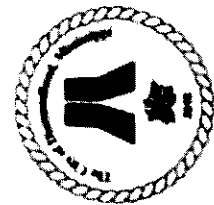
Thank you in advance for your favorable consideration in this matter.

Sincerely,



Michael Reso
City Manager

MR:jk



City of Diamondhead, MS

Docket of Claims Register - Council

APPKT01494 - DOCKET 05.04.2021

By Docket/Claim Number

| Docket/Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|----------------|---|--------------|------------------|-----------------------------------|----------------|----------------------------------|-------------|----------------|
| DKT158373 | AGJ | 05/04/2021 | 86549 | BACKUP | 001-140-605.00 | Professional Fees - IT | 250.00 | 2,082.00 |
| | | | MSP-86446 | MSP AGREEMENT | 001-140-605.00 | Professional Fees - IT | 1,832.00 | |
| DKT158374 | Coast Electric Power Association | 05/04/2021 | APR -026 | MONTHLY ELECTRIC BILL | 001-301-630.00 | Utilities - Streetlights & Other | 40.40 | 40.40 |
| DKT158375 | Cruisin the Coast | 05/04/2021 | CTC 2021 | EVENT FEE FOR CTC 2021 | 001-000-066.00 | Prepaid Other | 4,000.00 | 4,000.00 |
| DKT158376 | CSpire Cell Service | 05/04/2021 | 110000327221 | CELLULAR SERVICE FOR APRIL | 001-140-632.00 | Telephone - Cell | 47.15 | 1,078.82 |
| | | | | | 001-200-612.00 | Internet | 341.90 | |
| | | | | | 001-280-612.00 | Internet | 102.57 | |
| | | | | | 001-280-632.00 | Telephone - Cell | 91.25 | |
| | | | | | 001-301-632.00 | Telephone - Cell | 495.95 | |
| DKT158377 | Diamondhead Property Owners Association Inc | 05/04/2021 | MAY, 2021 | RENTAL OF MAINTENANCE YARD -- MAY | 001-301-640.00 | Rentals | 1,000.00 | 1,000.00 |
| DKT158378 | Diamondhead True Value | 05/04/2021 | APRIL, 2021 | MONTHLY OPEN PURCHASE ORDER | 001-301-501.00 | Supplies | 22.47 | 197.82 |
| | | | | | 001-301-501.00 | Supplies | 32.96 | |
| | | | | | 001-301-501.00 | Supplies | 86.94 | |
| | | | | | 001-301-501.00 | Supplies | 12.46 | |
| | | | | | 001-301-501.00 | Supplies | 42.99 | |
| DKT158379 | Diamondhead Water and Sewer District | 05/04/2021 | APR, 2021 - 1120 | WATER | 001-301-630.00 | Utilities - Streetlights & Other | 131.64 | 588.55 |
| | | | APR, 2021 - 170 | | 001-301-630.00 | Utilities - Streetlights & Other | 180.18 | |
| | | | APR, 2021 - 20 | | 001-140-630.00 | Utilities - General | 204.88 | |
| | | | APR, 2021 - 2070 | | 001-301-630.00 | Utilities - Streetlights & Other | 23.95 | |
| | | | APR, 2021 - 21 | | 001-301-630.00 | Utilities - Streetlights & Other | 23.95 | |
| | | | APR, 2021 - 830 | | 001-301-630.00 | Utilities - Streetlights & Other | 23.95 | |

Docket of Claims Register - Council

| Docket/Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|----------------|---|--------------|----------------|---|----------------|--|-------------|----------------|
| DKT158380 | Diaz Brothers Printing | 05/04/2021 | 3916 | VOTER BALLOT PAPER | 001-140-693.00 | Other - Elections | 420.00 | |
| | | | 3926 | COROPLAST SIGNS FOR DOG PARK EVENT | 001-301-501.00 | Supplies | 80.00 | 500.00 |
| DKT158381 | Dixieland Home Farm and Garden Center Inc | 05/04/2021 | 432123 | 55 GALLON DRUMS | 001-301-501.00 | Supplies | 143.94 | 143.94 |
| DKT158382 | Eagle Energy | 05/04/2021 | 29944 | FUEL FOR PUBLIC WORKS | 001-301-525.00 | Fuel | 6.77 | |
| | | | | | 001-301-525.00 | Fuel | 1,121.15 | 2,500.62 |
| | | | | | 001-301-525.00 | Fuel | 1,372.70 | |
| DKT158383 | Eric Nolan | 05/04/2021 | 04092021-0275 | ARBORIST SERVICE -- 5414 LAKEVIEW CT | 001-280-681.00 | Other Services & Charges | 100.00 | 100.00 |
| DKT158384 | Fuelman | 05/04/2021 | NP59940999 | FOR THE WEEK ENDING 04.18.2021 | 001-200-525.00 | Fuel | 639.93 | |
| | | | NP59967560 | FOR THE WEEK ENDING 04.25.2021 | 001-280-525.00 | Fuel | 54.59 | 1,404.29 |
| | | | | | 001-200-525.00 | Fuel | 652.97 | |
| | | | | | 001-280-525.00 | Fuel | 56.80 | |
| DKT158385 | Gulf States Distributors | 05/04/2021 | 1381279-IN | AMMUNITION FOR POLICE | 001-200-501.00 | Supplies | 165.00 | 165.00 |
| DKT158386 | Hancock County Sheriffs Office | 05/04/2021 | 2021-DHLE-007 | INTERLOCAL AGREEMENT | 001-110-681.00 | Other Services & Charges | 144.93 | |
| | | | 2021-DHLE-008 | INTERLOCAL AGREEMENT FOR WEEK ENDING 04.10.2021 | 001-200-690.00 | Interlocal Agreement | 961.54 | 59,595.92 |
| | | | | | 001-200-690.00 | Interlocal Agreement | 29,060.84 | |
| | | | | | 001-200-690.00 | Interlocal Agreement | 961.54 | |
| | | | | | 001-200-690.00 | Interlocal Agreement | 28,467.07 | |
| DKT158387 | JT & COMPANY INC | 05/04/2021 | 18983 | TOWING OF HUMVEES | 001-200-681.00 | Other Services & Charges | 2,450.00 | 2,450.00 |
| DKT158388 | Jacks G&M Auto Electric Inc | 05/04/2021 | 39771 | MONTHLY OPEN PURCHASE ORDER | 001-200-635.00 | Professional Fees - R&M Outside Services | 66.53 | 66.53 |
| DKT158389 | Law offices of Derek R Cusick PLLC | 05/04/2021 | 236 | GENERAL MATTERS -- APRIL | 001-140-603.00 | Professional Fees - Legal | 7,593.75 | |
| | | | 237 | PLANNING AND ZONING -- APRIL | 001-280-603.00 | Professional Fees - Legal | 1,187.50 | 11,875.00 |
| | | | 238 | CITY PROSECUTOR -- APRIL | 001-110-603.00 | Professional Fees - Legal | 3,000.00 | |
| | | | 239 | LONGANECKER VS CODH -- APRIL | 001-280-603.00 | Professional Fees - Legal | 93.75 | |

Docket of Claims Register - Council

| Docket/Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|----------------|------------------------|--------------|----------------|--|----------------|--|-------------|----------------|
| DKT158390 | Lowes Home Improvement | 05/04/2021 | 61634 | ASPHALT PATCH | 001-301-581.00 | Asphalt | 305.75 | 724.08 |
| | | | | 30-FT WELDLESS VINYL COATED STEEL CABLE SUPPLIES | 001-301-501.00 | Supplies | 31.49 | |
| | | | | | 001-301-501.00 | Supplies | 18.96 | |
| | | | | | 001-301-502.00 | SMALL HAND TOOLS | 72.16 | |
| | | | | | 001-301-501.00 | Supplies | 132.96 | |
| | | | | | 001-301-501.00 | Supplies | 94.60 | |
| | | | | | 001-301-501.00 | Supplies | 68.16 | |
| DKT158391 | Marvin J Bobinger III | 05/04/2021 | APRIL, 2021 | LOBBYING SERVICES FOR APRIL | 001-653-601.00 | Professional Fees - Consulting | 3,000.00 | 6,000.00 |
| | | | | MAY, 2021 | 001-653-601.00 | Professional Fees - Consulting | 3,000.00 | |
| DKT158392 | Mow Life LLC | 05/04/2021 | 5526 | BLADES FOR MOWERS | 001-301-571.00 | Repairs & Maintenance - Equipment | 180.00 | 360.00 |
| | | | | | 001-301-571.00 | Repairs & Maintenance - Equipment | 180.00 | |
| DKT158393 | MS Municipal League | 05/04/2021 | 32247 | MML ANNUAL CONFERENCE REGISTRATION | 001-100-615.00 | Travel & Training | -275.00 | 1,495.00 |
| | | | | | 001-100-615.00 | Travel & Training | -135.00 | |
| | | | | | 001-140-615.00 | Travel & Training | -45.00 | |
| | | | | | 001-100-615.00 | Travel & Training | 1,650.00 | |
| | | | | | 001-140-615.00 | Travel & Training | 275.00 | |
| | | | | | 001-100-615.00 | Travel & Training | 25.00 | |
| DKT158394 | Napa of Bay St Louis | 05/04/2021 | 282139 | MONTHLY OPEN PURCHASE ORDER | 001-200-570.00 | Repairs & Maintenance - Vehicle | 56.94 | 56.94 |
| DKT158395 | North Bay Auto | 05/04/2021 | 37004 | MONTHLY OPEN PURCHASE ORDER | 001-280-635.00 | Professional Fees - R&M Outside Services | 20.00 | 20.00 |
| DKT158396 | S&L Office Supplies | 05/04/2021 | 88416 | MAYOR NAME TAG | 001-100-501.00 | Supplies | 26.20 | 26.20 |
| DKT158397 | Sea Coast Echo | 05/04/2021 | 04212021 | TIF PLAN ADVERTISEMENT | 001-140-620.00 | Advertising | 74.40 | 191.14 |
| | | | | AD FOR BID -- CHANNEL STABILIZATION | 001-140-620.00 | Advertising | 116.74 | |

Docket of Claims Register - Council

| Docket/Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|----------------|---|--------------|-----------------|--------------------------------|----------------|--|-------------|----------------|
| DKT158398 | South MS Business Machines Gulfport | 05/04/2021 | 333768 -- MAY | PAYMENT 31 OF 60 -- BLDG | 001-280-642.00 | Rent - Copier | 281.28 | 1,294.39 |
| | | | 351616 -- APRIL | PAYMENT 21 OF 24 -- ACCOUNTING | 001-140-642.00 | Rent - Copier | 42.07 | |
| | | | 351617 - MAY | PAYMENT 22 OF 24 -- POLICE | 001-200-642.00 | Rent - Copier | 42.07 | |
| | | | 391131 | PER COPY CHARGE FOR MAY | 001-200-506.00 | Copier Usage/Maintenance | 131.88 | |
| | | | 391258 | PER COPY CHARGE FOR APRIL | 001-140-506.00 | Copier Usage/Maintenance | 87.75 | |
| | | | 391259 | | 001-301-506.00 | Copier Usage/Maintenance | 58.38 | |
| | | | 391260 | | 001-280-506.00 | Copier Usage/Maintenance | 98.48 | |
| | | | 391503 | | 001-140-506.00 | Copier Usage/Maintenance | 283.30 | |
| | | | AR295388 - MAY | PAYMENT 51 OF 60 -- ADMIN | 001-140-642.00 | Rent - Copier | 187.21 | |
| | | | AR298523 - MAY | PAYMENT 49 OF 60 -- PUBLIC | 001-301-642.00 | Rent - Copier | 81.97 | |
| DKT158399 | Southern MS Planning and Development District Inc | 05/04/2021 | 12312 | SURVEY & VIDEO INDICATED ROADS | 001-301-602.00 | Professional Fees - Engineering | 3,000.00 | 3,000.00 |
| DKT158400 | Sun Coast Business Supply | 05/04/2021 | 1279517-0 | OFFICE SUPPLIES | 001-200-501.00 | Supplies | 44.45 | 507.85 |
| | | | | | 001-200-501.00 | Supplies | 8.70 | |
| | | | | | 001-200-501.00 | Supplies | 18.83 | |
| | | | | | 001-200-501.00 | Supplies | 18.61 | |
| | | | | | 001-200-501.00 | Supplies | 7.80 | |
| | | | | | 001-200-501.00 | Supplies | 11.65 | |
| | | | | | 001-200-501.00 | Supplies | 30.36 | |
| | | | | | 001-200-501.00 | Supplies | 31.22 | |
| | | | | | 001-200-501.00 | Supplies | 33.62 | |
| | | | | | 001-200-501.00 | Supplies | 20.70 | |
| | | | | | 001-200-501.00 | Supplies | 86.73 | |
| | | | | | 001-200-501.00 | Supplies | 0.38 | |
| | | | | | 001-200-501.00 | Supplies | 0.80 | |
| | | | | | 001-200-501.00 | Supplies | 17.98 | |
| | | | | | 001-200-501.00 | Supplies | 7.18 | |
| | | | | | 001-200-501.00 | Supplies | 4.88 | |
| | | | | | 001-200-501.00 | Supplies | 1.62 | |
| | | | | | 001-200-501.00 | Supplies | 5.28 | |
| | | | | | 001-200-501.00 | Supplies | 4.76 | |
| | | | | | 001-200-501.00 | Supplies | 21.18 | |
| | | | | | 001-200-501.00 | Supplies | 43.03 | |
| | | | | | 001-200-501.00 | Supplies | 66.56 | |
| | | | | | 001-200-501.00 | Supplies | 21.53 | |
| DKT158401 | SUPER CLEAN SERVICES | 05/04/2021 | P41921 | STREET PAINTING | 001-301-635.00 | Professional Fees - R&M Outside Services | 1,950.00 | 1,950.00 |

Docket of Claims Register - Council

APPKT01494 - DOCKET 05.04.2021

| Docket/Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|-------------------------|--------------------------|--------------|----------------|---|----------------|------------------------------------|------------------------------|-------------------|
| DKT158402 | TETRA TECH INC | 05/04/2021 | 51726203 | DEBRIS MONITORING FOR HURRICANE ZETA | 001-301-683.00 | Professional Fees - Debris Removal | 910.75 | 910.75 |
| DKT158403 | The Dave Mayley Band LLC | 05/04/2021 | 111 | BAND FOR COOKOFF | 001-140-650.00 | Promotions | 650.00 | 650.00 |
| DKT158404 | UniFirst Corporation | 05/04/2021 | 105 0934207 | UNIFORM RENTAL FOR THE WEEK ENDING 04.19.2021 | 001-301-535.00 | Uniforms | 171.39 | 171.39 |
| | | | 105 0935303 | UNIFORM RENTAL FOR THE WEEK ENDING 04.26.2021 | 001-301-535.00 | Uniforms | 117.39 | 117.39 |
| DKT158405 | Vulcan Inc | 05/04/2021 | R04096 | STREET SIGNS | 001-301-586.00 | Street Signs | 27.56 | 27.56 |
| DKT158406 | Warren Paving | 05/04/2021 | 43610 | 610 BASE | 001-301-583.00 | Gravel, Sand, Rip Rap | 2,069.66 | 2,069.66 |
| DKT158407 | Waste Management | 05/04/2021 | 0740092-4768-0 | DUMPSTER RENTAL | 001-140-681.00 | Other Services & Charges | 59.23 | 59.23 |
| Total Claims: 35 | | | | | | | Total Payment Amount: | 107,420.47 |