



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, September 19, 2023
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held October 3, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Annual Paddle Paradise Event will be held Saturday, September 23rd at the south side kayak launch. Participants may register in advance on the City's website or on-site registration beginning at 8:00 a.m. the morning of the event.
- c. The 11th Annual Blessing of the Classics will be Wednesday, October 4th from 1 - 7 p.m. at City Hall. Cruisers, live music and food on the Town Green. Cruisers' parade to the blessing circle will be from 4-5 p.m.
- d. Proclamation Proclaiming September 17 - 23, 2023 as Constitution Week

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the September 5, 2023 Regular Meeting Minutes.

Tabled:

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)

Resolutions:

3. **2023-325:** Motion to adopt Resolution 2023-040 thereby establishing salaries and rates effective October 9, 2023 for Fiscal Year 2024.

Consent Agenda:

- 4.** **2023-321:** Motion to accept substantial completion of the Noma Drive Waterfront Site Utility and Drainage Improvements Project as of August 31, 2023.
- 5.** **2023-322:** Motion to approve payment to Bottom 2 Top Construction, LLC. in the amount of \$266,219.73 for Noma Drive Phase I Utilities, Drainage Road Improvements Project.
- 6.** **2023-323:** Motion to authorize the City Manager to make offer to purchase from the Estate of Myrtle Haas real property (a portion of parcel located in Government Lot 6, Section e, Township 8 South, Range 14 West, Hancock County, Mississippi) at the purchase price of \$15,459.37 based on the highest appraisal and \$1,138.00 Total Settlement Charges for the Right of Way for the town center project (Park Ten Drive) and further authorize the City Manager to execute any and all documents necessary to effectuate the purchase.
- 7.** **2023-324:** Motion to approve payments in the amount of \$290.00(July) and \$217.50(August) to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements, in the amount of \$475.00(July) and \$3,837.50 (August) for Roadway Improvements Phase 4 and in the amount of \$8,615.00(July) and \$1,000.00(August) for the Bond Paving Project.
- 8.** **2023-326:** Motion to approve Mississippi Department of Environmental Quality Subaward Agreement for Mississippi Municipality and County Water Infrastructure Grant.
- 9.** **2023-327:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$5,126.50 for Drainage Pond Remediation, in the amount of \$3,144.00 for Noma Drive Dredging and in the amount of \$7,893.00 for Coon Branch Drainage.
- 10.** **2023-330:** Motion to approve payments to Covington Civil & Environmental, LLC for the Commercial District Transformation Project in the amount of \$11,600.00 for the Standard Specifications and Drawings, and in the amount of \$57,750.00 for the Bank Stabilization Project.
- 11.** **2023-332:** Motion to authorize the City Manager to allow the Diamondhead Property Owners Association to use barricades as needed for the purpose of traffic control.

Action Agenda.

- 12.** **2023-328:** Motion for discussion and possible action to continue the Public Relations Contract between the City of Diamondhead and Hancock County Chamber of Commerce. (Depreo)
- 13.** **2023-329:** Motion for discussion and possible action reviewing a Skate Park in the City of Diamondhead. (Depreo)
- 14.** **2023-331:** Motion to dissolve all existing city committees and the formation of any future committees will be at the discretion of the City Manager. (Cumberland)

Routine Agenda.

Claims Payable

- 15.** Motion to approve Docket of Claims (DKT231050 - DKT231094) in the amount of \$591,052.96.
- 16.** Motion to approve Payroll Payables PRCLAIM010170 in the amount of \$2,523.58, PRCLAIM010171 in the amount of \$29,084.41, PRCLAIM010172 in the amount of \$29,043.98 and Claims DKT231040 thru DKT231049 in the amount of \$46,607.52.

Department Reports

- [a.](#) Department Reports
 - Court
 - Police
 - Building
 - Code Enforcement
- [b.](#) July 2023 Financials
- [c.](#) August 2023 Financials

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.

**PROCLAMATION
CONSTITUTION WEEK 2023**

WHEREAS: September 17th, 2023, marks the two hundred and twenty sixth anniversary of the drafting of the constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and the anniversary of its creation; and

WHEREAS: It is fitting and proper to officially recognize the patriotic celebrations which will commence this occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

NOW, THEREFORE We, the Diamondhead City Council, do hereby proclaim the week of September 17th through the 23rd as

CONSTITUTION WEEK

AND in Diamondhead ask our citizens to reaffirm that ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have here onto set my hand and caused the seal of the City of Diamondhead to be affixed this 19th day of September of the year of our Lord two thousand and twenty-three.

Signed _____
Nancy Depreo, Mayor

Attest _____
Jeannie Klein, City Clerk

September 2023

Diamondhead City Council and Mayor Depreo,

I am a member of The National Society Daughters of the American Revolution (NSDAR), Mississippi Daughters of the American Revolution (MSSDAR) and The Friendship Oak Chapter. I am the Vice Regent of The Friendship Oak Chapter. This is a local NSDAR chapter consisting of women from Hancock and Harrison counties. Our area is mainly Long Beach and west to the Mississippi/ Louisiana state line. The NSDAR is a non-political organization. We are a service organization consisting of women who can trace their direct lineage to a person that aided somehow with the formation of The United States of America. The NSDAR's motto is God, Home, Country. The objectives of NSDAR are Patriotism, Education, and Historic Preservation. Any woman 18 years or older, regardless of race, religion, or ethnic background, who can prove lineal descent from a patriot of the American Revolution is encouraged to join.

The Friendship Oak Chapter is requesting that a proclamation be issued for the 2023 Constitution week. Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America. If possible, please issue at the meeting that is the closest to September 17th, which is Constitution Day. I am contacting all the cities in our area to issue a local proclamation. Please consider placing it on your docket and announcing it at your meeting. I have included samples of NSDAR Constitution Week Proclamations. You may use one or create one of your own. I would like to be present to accept it when it is issued. My contact information is located at the bottom of this letter.

Thank you,

Darla Goodfellow

Dcgoodfellow0118@gmail.com

228—596-2244



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, September 05, 2023
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation - Councilmember Clark

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland via teleconference

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to confirm agenda.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held September 19, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Annual Paddle Paradise Event will be held Saturday, September 23rd at the south side kayak launch. Participants may register in advance on the City's website or on-site registration beginning at 8:00 a.m. the morning of the event.
- c. Proclamation recognizing National Library Card Sign Up Month.
- d. John Brdecka - Hancock County Library System 2023 Update

City Manager's Report.

CITY MANAGER REPORT

September 05, 2023

1. Park Ten Road – The pre-construction meeting was held August 24th. The Notice to Proceed was issued on August 30th. The contractor will start on September 5th. The contract is for 270 Calendar Days with an end date of June 1st. This is Phase I of the Commercial District Transformation Project.
2. Noma Drive Restoration – The pre-construction meeting was held August 24th. The Notice to Proceed will be issued on September 11th. The contract is for 150 Calendar Days with an end date of February 7th. This is Phase II of the Commercial District Transformation Project.
3. Phase 4 paving – The contractor has remobilized this project. They are currently completing the paving on Bayou Circle and surrounding streets. The contact end date for this project is September 15th.
4. Diamondhead Drive Paving – Digital Engineering has set the preconstruction meeting for September 06th and will issue a notice to proceed thereafter. Current expected start date for this project will be after our Crusin’ the Coast Event in October.
5. Noma Drive Utility Improvements – Substantial completion was issued on August 30th. A walkthrough is scheduled for Wednesday. The contract end date is September 2nd.
6. Makiki Drive – Project has been advertised and bids are due September 25th. A notice to award should be on the October 3rd agenda.
7. ARPA/GOMESA Projects – The following projects have been assigned to an engineering firm and are currently in the design phase.
 - a. Coon Branch
 - b. Koloa Steet @ Ala Moana
 - c. Lots 7 & 8
 - d. Kolo Court
 - e. Turnberry
 - f. Ahuli Place
 - g. Kaleki Way
 - h. Kalae Street
 - i. Hilo Way -- West
 - j. Hilo Way to Hapuna Place
 - k. Hilo Way at Koko Street
 - l. Aukai Place/DH Dr East
 - m. DH Drive East/Kalani
 - n. Veterans/Substation
 - o. Bayou Drive Culvert
 - p. Anahola Place
 - q. Fairway Drive
 - r. Kome Drive

Email Request Received

1. Drainage Ditch – Request to clean out drainage ditch behind 3, 4, and 5 Rabbit Run. Work order is still open.
2. I-10 & Gex Drive Lights – Resident informed me that most of the lights on I-10 and Gex Drive were not working. Electrical vendor has been contacted, waiting on date available.
3. Guard Shack – Resident expressed concerns regarding the condition of front entrance and the guard shack. Public Works is going to perform the needed maintenance on the building.
4. Kanoa Way – Large debris piles from lot clearing are still on site. Code enforcement has issued a 27-19-11 notification to the owner. The owner has started clearing the property. Chief Munger is also contacting the landowner and sprayed down the debris.
5. 734 Akaka Court – Grass not mowed. Code enforcement has been notified and will contact the landowner.
6. #4 Rabbit Run – Shed behind the house where it was reported the Owner or resident was operating a dog grooming business. Code enforcement has been asked to check on this issue.
7. #4 Rabbit Run – Two vehicles in the drive that appear inoperable and with out-of-date license plates. Code enforcement has been asked to check on this issue.
8. #5 Rabbit Run – Owner has created a rock/broken concrete drive that runs parallel to the 'standard' concrete drive. This is not a city ordinance violation.
9. #1 Holly Corner – Inoperable vehicle has not been moved in almost a year. Code enforcement contacted the owner, and the vehicle has been removed.
10. Apuwai Place – Loose rocks covering the roadway. Work order was created. Public Works has cleaned the street of all loose rocks.
11. Park Ten Lane Extension – Resident expressed concern about the parallel parking. This was considered but due to the width of roadway, it was not possible to install angled parking.
12. Park Ten Lane Extension – The entry into the DHWS could be reversed. As drawn, you drive past DHWS and then turn into the parking lot. As I feel most of the traffic will be coming from the east the entry should be there and the exit on the west side. You may have to enlarge this entry some to account for DHWS employee/trucks.
13. Park Ten Lane Extension – The sign does not show any drainage or overhead lighting, and this is also something I may have missed in my comments on the Noma extension/walking path. Lighting should be included.

Public Comments on Agenda Items.

Mary Gobert - Library Funding

Gerry McClesky - Library Funding

Mary Coyne Jackson - Library Funding, Tree Ordinance

Jimmy Glass - Dog Park, Library, Tree Ordinance

Penny Crawford - Dog Park, Tree Ordinance

Beverly O'Hara - Dog Park, Tree Ordinance

Barbara Gibbons - Dog Park

Eric Nolan - Tree Ordinance

Howard Thickman - Dog Park, Tree Ordinance

Policy Agenda.

Minutes:

1. Motion to approve the August 15, 2023 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve the August 15, 2023 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Tabled:

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)

NO ACTION TAKEN

Resolutions:

3. **2023-305:** Motion to adopt Resolution 2023-032 thereby authorizing an amended application to the Mississippi Development Authority for a FY23 Gulf Coast Restoration Fund Grant in the amount of \$2,400,000 (83% or \$2,000,000 GCRF share and 17% or \$400,000 local match funding) for the Commercial District Transformation Project Phase 3 and for other related purposes.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2023-032 thereby authorizing an amended application to the Mississippi Development Authority for a FY23 Gulf Coast Restoration Fund Grant in the amount of \$2,400,000 (83% or \$2,000,000 GCRF share and 17% or \$400,000 local match funding) for the Commercial District Transformation Project Phase 3 and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

- 4. **2023-309:** Motion to adopt Resolution 2023-033 thereby appointing Eric Nolan (Ward 1) to serve as Commissioner on the Diamondhead Water & Sewer District Board of Commissioners to fill an expired term effective September 29, 2023 and expiring September 28, 2028.

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to adopt Resolution 2023-033 thereby appointing Eric Nolan (Ward 1) to serve as Commissioner on the Diamondhead Water & Sewer District Board of Commissioners to fill an expired term effective September 29, 2023 and expiring September 28, 2028.

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

MOTION CARRIED UNANIMOUSLY

- 5. **2023-311:** Motion to adopt Resolution 2023-034 thereby adopting the FY24 Budget for the period beginning October 1, 2023 and ending September 30, 2024.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to adopt Resolution 2023-034 thereby adopting the FY24 Budget for the period beginning October 1, 2023 and ending September 30, 2024.

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

MOTION CARRIED UNANIMOUSLY

- 6. **2023-312:** Motion to adopt Resolution 2023-035 thereby setting the tax levy for FY2024 to be 29.5 mills and for other related purposes.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to adopt Resolution 2023-035 thereby setting the tax levy for FY2024 to be 29.5 mills and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

- 7. **2023-313:** Motion to adopt Resolution 2023-036 thereby requesting the Hancock County Board of Supervisors donation or long-term lease real property located north and/or south of Ahoni Street for the construction of dog park and for other related purposes.

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to adopt Resolution 2023-036 thereby requesting the Hancock County Board of Supervisors donation or long-term lease real property located north and/or south of Ahoni Street for the construction of dog park and for other related purposes.

Voting Yea by roll call: Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

Voting Nay by roll call: Mayor Depreo

MOTION CARRIED

- 8. **2023-316:** Motion to adopt Resolution 2023-037 to approve a Text Amendment to the Tree Ordinance Article 11 – Tree Ordinance. The proposed text amendment is to replace the ordinance in it's entirety with Article 11 - Tree Preservation and Protection. The file case number is 202300337.

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to adopt Resolution 2023-037 to approve a Text Amendment to the Tree Ordinance Article 11 – Tree Ordinance. The proposed text amendment is to replace the ordinance in its entirety with Article 11 - Tree Preservation and Protection. The file case number is 202300337.

Motion amended by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to send the Text Amendment to the Tree Ordinance Article 11 –back to the Planning and Zoning Commission for further review and revision. The file case number is 202300337.

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

MOTION CARRIED UNANIMOUSLY

- 9. **2023-317:** Motion to adopt Resolution 2023-038 thereby confirming existing election wards and polling precincts for the City of Diamondhead municipal elections and for other related purposes.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to adopt Resolution 2023-038 thereby confirming existing election wards and polling precincts for the City of Diamondhead municipal elections and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

- 10. **2023-218: PUBLIC HEARING** - Motion to adopt Resolution 2023-039 to adjudicate that the piles of debris on 6435 Kanoa Way (parcel numbers 132R-0-10-028.000, 132R-0-10-030.000 thru 132R-0-10-032.000, 132R-0-10-046.000 thru 132R-0-10-051.000) are a menace to the public health, safety and general welfare of the community. Authorization to advertise for bids and/or obtain quotes to perform the necessary services to remove the piles of debris from the property and assess the costs to said property and for other related purposes. Property owner is 1 D.P.D., LLC registered agent Bradley K. Drude.

2023-218: PUBLIC HEARING- Mayor Depreo opened the Public Hearing in the matter of 6435 Kanoa Way (parcel numbers 132R-0-10-028.000, 132R-0-10-030.000 thru 132R-0-10-032.000, 132R-0-10-046.000 thru 132R-0-10-051.000) and called on three (3) occasions for property owner Bradley K. Drude with no response.

Mary Coyne Jackson spoke in favor of the City’s efforts to clean the property.

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to adopt Resolution 2023-039 to adjudicate that the piles of debris on 6435 Kanoa Way (parcel numbers 132R-0-10-028.000, 132R-0-10-030.000 thru 132R-0-10-032.000, 132R-0-10-046.000 thru 132R-0-10-051.000) are a menace to the public health, safety, and general welfare of the community. Authorization to advertise for bids and/or obtain quotes to perform the necessary services to remove the piles of debris from the property and assess the costs to said property and for other related purposes. Property owner is 1 D.P.D., LLC registered agent Bradley K. Drude.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the following consent items:

11. **2023-306:** Motion to approve Change Order No. 1 to the contract with Moran Hauling, Inc. in the net amount of \$8,481.63 for a total contract amount of \$40,955.63 for Bayou Drive and Bayou Circle Drainage Improvements.
12. **2023-307:** Motion to approve final payment to Moran Hauling, Inc in the amount of \$40,955.63 for Bayou Drive and Bayou Circle Drainage Improvements.
13. **2023-308:** Motion to accept the Memorandum of Understanding with the Mississippi Outdoor Stewardship Board of Trustees for the allocation of funds for Noma Drive Boat Ramp Improvements and authorize City Manager to execute same.
14. **2023-310:** Motion to approve to declare salvage equipment and proceed with proper disposal.
15. **2023-314:** Motion to authorize travel and related expenses for the City Manager and Councilmember(s) (TBD) to attend the American Planning Association Mississippi Chapter 2023 Fall Chapter Conference to be held October 18-20, 2023 in Starkville.
16. **2023-315:** Motion to approve Work Assignment Modification under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount of \$10,000.00 not to exceed \$39,500.00 for Site Development Plan Review as needed.
17. **2023-320:** Motion to terminate contract with Jani King effective October 6, 2023.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

18. **2023-319:** Motion to direct the City Manager to establish a procedure for naming city property and create required naming criteria. (Liese)

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to direct the City Manager to establish a procedure for naming city property and create required naming criteria.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

19. Motion to approve Docket of Claims (DKT230997 - DKT231039) in the amount of \$148,662.24.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve Docket of Claims (DKT230997 - DKT231039) in the amount of \$148,662.24.

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items- None

Motion made by Mayor Depreo to authorize the City Manager to have engineer update dog park plans for the duck pond.

Motion died for lack of a second

Adjourn/Recess.

At 8:16 p.m. with no further action to come before the Council motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

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

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

RESOLUTION OF THE DIAMONDHEAD CITY COUNCIL PROVIDING FOR A THREE PERCENT (3%) SALARY INCREASE EFFECTIVE OCTOBER 9, 2023 AND ESTABLISHING FISCAL YEAR 2024 COMPENSATION FOR ALL EMPLOYEES OF THE CITY OF DIAMONDHEAD, MISSISSIPPI

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

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

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

Primary Position	FY24 Salary
Court Clerk	53,187.40
Judge	21,745.27
Receptionist	18,540.00
Purchasing Clerk	38,722.85
Executive Assistant	51,500.00
City Clerk	67,980.00
City Manager	97,327.01
Building Clerk	38,110.00
Building Inspector	46,061.60
Building Inspector	41,200.00
Building Official	51,500.00
Code Enforcement Off	32,510.40
P&Z Administrator	49,172.72
Public Works	34,100.74
Public Works	36,420.80
Public Works	36,364.86
Public Works	31,996.74
Public Works	27,274.49
Public Works	49,989.14
Public Works	27,844.87
Public Works	34,093.08
Public Works	28,922.40
Public Works	26,565.76
Public Works	26,565.76
Public Works	28,922.40
Public Works	26,565.76
Public Works	26,565.76
Foreman	42,760.59
Maintenance	32,136.00

Receptionist	18,540.00
Public Works Dir	63,378.17
Admin Support Clerk	
Comptroller	

WHEREAS THE GOVERNING BODY OF THE CITY, does hereby establish and resolve to incorporate into its official record of action FY24 salaries and hourly rates for employees of the City of Diamondhead effective October 9, 2023.

I hereby certify that the above and forgoing Resolution was adopted in the affirmative by the following vote of the Council of the City of Diamondhead on the _____ day of _____, 2023.

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

ATTEST: _____
 JEANNIE KLEIN, CITY CLERK

APPROVED: _____
 NANCY DEPREO, MAYOR

seal



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Diamondhead	Owner's Contract No.:	2023-003
Contractor:	Bottom 2 Top Construction, LLC.	Contractor's Project No.:	NA
Engineer:	Jason Chiniche, PE	Engineer's Project No.:	17-057-00-07
Project:	Noma Drive Waterfront Site, Utility and Drainage Improvements	Contract Name:	Noma Drive Waterfront Site, Utility and Drainage Improvements

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

August 31, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows

The following documents are attached to and made a part of this Certificate: *N/A*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	<u><i>Jason Chiniche</i></u> (Authorized signature)	By:	<u><i>Jon McCraw</i></u> Owner (Authorized Signature)		<u><i>Joseph R Raffeo Jr.</i></u> Contractor (Authorized Signature)
Title:	<u>Jason Chiniche P.E.</u>	Title:	<u>Jon McCraw, City Manager</u>	Title:	<u>Joseph Raffeo, Owner</u>
Date:	<u>8/31/2023</u>	Date:	<u>9/1/23</u>	Date:	<u>9-1-2023</u>



2023-3
Item No.5.

September 1, 2023

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

RE: Pay Application 2 for the Noma Drive Phase 1 Utilities, Drainage and Road Improvements Project

Dear Mr. Jon McCraw,

Please find the attached Pay Application 2 for Bottom 2 Top Construction, LLC, Inc for the amount due of \$266,219.73 for work completed on the Noma Drive Phase 1 Utilities, Drainage and Road Improvements Project. Pay Application 2 has been reviewed, approved, and payment is recommended.

Thank you for your consideration with this matter and if you should have any questions or need any additional information do not hesitate to contact me at 228-467-6755 or jason@jjc-eng.com.

Sincerely,

Jason Chiniche, P.E.
Project Manager

Contractor's Application for Payment

Owner: <u>City of Diamondhead</u>	Owner's Project No.: <u>23-003</u>
Engineer: <u>Chiniche Engineering and Surveying</u>	Engineer's Project No.: <u>17-057-00-07</u>
Contractor: <u>Bottom 2 Top Construction, LLC</u>	Contractor's Project No.: <u>299</u>
Project: <u>Nome Drive P1 Waterfront Site, Utility and Drainage Improvements</u>	
Contract: <u>Water, Sewer and Road Work</u>	

Application No.: 2 **Application Date:** 9/1/2023
Application Period: From 8/1/2023 to 8/31/2023

1. Original Contract Price	\$ 345,964.22
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 345,964.22
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 304,933.30
5. Retainage	
a. <u>5%</u> X \$ <u>304,933.30</u> Work Completed =	\$ 15,246.67
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 15,246.67
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 289,686.63
7. Less previous payments (Line 6 from prior application)	\$ 23,466.90
8. Amount due this application	\$ 266,219.73
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 56,277.59

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

Contractor: Bottom 2 Top Construction
Signature: Joseph R Rappo Jr. **Date:** 9/1/23

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>8/31/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Chinche Engineering and Surveying
 Contractor: Bottom 2 Top Construction, LLC
 Project: Norme Drive P1 Waterfront Site, Utility and Drainage Improvements
 Contract: Water, Sewer and Road Work

Contractor's Application for Payment
 Owner's Project No.: 23-003
 Engineer's Project No.: 17-057-00-07
 Contractor's Project No.: 299

A	B	C	D	E	F	G	H	I	J	K	L	Application Period:		
												From	To	
		Contract Information		Original Contract		Work Completed		Work Completed and Materials Stored to Date		Work Completed and Materials Stored to Date		Application Date:		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C x E) (\$)	Quantity Incorporated in this Pay App	Value of Work Completed this Pay App	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E x G) (\$)	Materials Currently Stored (foot ln G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	09/01/23
1500	Mobilization	1	LS	10,000.00	10,000.00	0.15	1,500.00	1.00	10,000.00	-	10,000.00	100%	-	09/01/23
1510	Maintenance of Traffic	1	LS	2,500.00	2,500.00	0.84	2,100.00	1.00	2,500.00	-	2,500.00	100%	-	
02000-A	Remove Existing Concrete Slab	170.00	SY	8.00	1,360.00	-	-	170.00	1,360.00	-	1,360.00	100%	-	
02000-B	Remove Existing Gate and Fence	1.00	LS	1,500.00	1,500.00	-	-	1.00	1,500.00	-	1,500.00	100%	-	
02020-A	Silt Fence	1,000.00	LF	3.60	3,600.00	-	-	-	-	-	-	0%	3,600.00	
02020-B	Straw Wattles	250.00	LF	17.90	4,475.00	-	-	-	-	-	-	0%	4,475.00	
02100-A	Clearing and Grubbing	0.50	AC	2,500.00	1,250.00	0.50	1,250.00	0.50	1,250.00	-	1,250.00	100%	-	
02300-A	Excavation	1,900	CY	5.00	9,500.00	679.00	3,395.00	1,237.00	6,185.00	-	6,185.00	65%	-	
02700-A	Filter Grid	2,300	SY	10.61	24,403.00	2,300.00	24,403.00	2,300.00	24,403.00	-	24,403.00	100%	-	
02700-B	Select Backfill	1,300	CY	12.00	15,600.00	807.00	9,684.00	1,653.00	19,836.00	-	19,836.00	127%	-	
02700-C	Placement of 610 Limestone	1,000	CY	68.60	68,600.00	1,071.09	74,547.85	1,071.09	74,547.85	-	74,547.85	107%	-	
02700-D	Placement of 57 Stone	500.00	CY	72.82	36,410.00	190.00	13,835.80	190.00	13,835.80	-	13,835.80	38%	-	
02700-E	Placement of 57 Stone Entrance Rd	450	CY	72.82	32,769.00	158.15	11,516.48	158.15	11,516.48	-	11,516.48	35%	-	
02500-A	Installation of 8" CPVC Entrance Rd	1,360	LF	42.14	57,310.40	1,390.00	58,046.20	1,330.00	56,046.20	-	56,046.20	98%	-	
02500-B	Installation of 1 1/2" PVC Water Pipe	80	LF	692.00	55,360.00	80.00	692.00	80.00	692.00	-	692.00	100%	-	
02500-C	Installation of Meter Boxes with Meter Stop (no Meter)	1	EA	1,057.85	1,057.85	1.00	1,057.85	1.00	1,057.85	-	1,057.85	100%	-	
02500-D	Connection to Existing Water Main	1	EA	6,118.95	6,118.95	1.00	6,118.95	1.00	6,118.95	-	6,118.95	100%	-	
02500-E	Installation of Fire Hydrant Assembly	2	EA	6,333.70	12,667.40	3.00	18,401.10	3.00	18,401.10	-	18,401.10	150%	-	
02500-F	Installation of 8" Gate Valve	2	EA	2,257.56	4,515.12	3.00	6,772.68	3.00	6,772.68	-	6,772.68	150%	-	
02415-A	1 1/2" Pressure Sewer Main	1,350	LF	8.90	11,985.00	3.00	26,726.50	1,385.00	14,106.50	-	14,106.50	104%	-	
02415-B	Road Bore	500.00	LF	23.00	11,500.00	50.00	1,150.00	50.00	1,150.00	-	1,150.00	100%	-	
02415-D	2.5" Conduit Sch 80	200	LF	11.42	2,284.00	300.00	3,426.00	300.00	3,426.00	-	3,426.00	150%	-	
02610-A	2.5" Conduit Sch 80	5	LF	12.90	64.50	5.00	64.50	5.00	64.50	-	64.50	100%	-	
02610-B	12" DIAM Inlet	360	LF	40.40	14,544.00	358.00	14,463.20	358.00	14,463.20	-	14,463.20	99%	-	
02610-C	HDPPE Flared End Section	3	EA	3,202.40	9,607.20	3.00	9,610.20	3.00	9,610.20	-	9,610.20	100%	-	
02610-D	Bedding	200.00	CY	881.15	1,762.30	2.00	1,762.30	2.00	1,762.30	-	1,762.30	100%	-	
02710-A	Rip Rap	25.00	SY	98.14	2,453.50	12.00	1,177.68	12.00	1,177.68	-	1,177.68	48%	-	
02920-A	Hydroseeding	1,000	SY	3.15	3,150.00	1,000.00	3,150.00	1,000.00	3,150.00	-	3,150.00	100%	-	
Original Contract Totals:						\$	345,964.22	\$	280,231.31	\$	304,993.30	88%	\$	41,030.92

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Clinchco Engineering and Surveying
 Contractor: Bottom 2 Top Construction, LLC
 Project: Home Drive P1 Waterfront Site, Utility and Drainage Improvements
 Contract: Water, Sewer and Road Work

Contractor's Application for Payment
 Owner's Project No.: 23-003
 Engineer's Project No.: 17-057-00-07
 Contractor's Project No.: 299

A	B	C	D	E		F	G	H	I	J	K	L		
				From	to									
Application No.: 2		Application Period: 08/01/23		to 08/31/23		Application Date: 09/01/23								
Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Quantity Incorporated in this Pay/App	Value of Work Completed this Pay/App	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / E)	Balance to Finish (L - J)	
Change Orders														
Change Order Total:				\$	-	\$	-	\$	-	\$	-	\$	-	
Original Contract and Change Orders				\$	345,954.22	\$	280,231.31	\$	304,993.90	\$	304,993.90	88%	\$	41,060.52
Project Total:				\$	345,954.22	\$	280,231.31	\$	304,993.90	\$	304,993.90	88%	\$	41,060.52
Contract Time						15%								

Address & Tele. of Grantor:

**Jennifer H. Jung, Executrix of the Estate of MYRTLE W. HAAS,
deceased**

201 North Second Street, Bay St. Louis, MS 39520
228-467-6574

Address & Tele. of Grantee:

City of Diamondhead, Mississippi

5000 Diamondhead Circle
Diamondhead, MS 39525
228-222-4626

Prepared by and Return to:

File No. 20-5249-3

Caroline E. Haas Bar No. 104525
Haas & Haas, 201 N 2nd St. Bay St. Louis, MS 39520
Phone No. 228-467-6574

Indexing: Part of Government Lot 6, Section 3, Township 8 South, Range
14 West, Hancock County, Mississippi.

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

WARRANTY DEED

For and in consideration of the sum and amount of Ten and 00/100--
----- (\$10.00) Dollars, cash in hand paid, receipt of which is hereby
acknowledged and other good and valuable consideration, the receipt of
which is hereby acknowledged, I, **Jennifer H. Jung, Executrix of the**

Estate of MYRTLE W. HAAS, deceased, Cause No. 23CH1:21-cv-00397-JP, CHANCERY COURT, HANCOCK COUNTY, MISS., do hereby convey and warrant unto **City of Diamondhead, Mississippi,** the following described real property located in Hancock County, Mississippi, to-wit:

A parcel of land located in Government Lot 6, Section 3, Township 8 South, Range 14 West, Hancock County, Mississippi being a portion of the property conveyed to Myrtle J. Haas per Deed Book 2010, Page 5209 being more particularly described as follows:

Begin at a ½ inch iron rod with cap being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; having grid coordinates of N 318930.054 and E 810737.360 based on the Mississippi Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984493 and a convergence angle of -00 degrees 16 minutes 41.678 seconds (at the P.O.B.); thence South 89 degrees 16 minutes 25 seconds East 185.20 feet along the north line of said Haas property to a ½ inch iron rod with cap; thence South 00 degrees 28 minutes 23 seconds West 41.02 feet along the west line of the property conveyed to the City of Diamondhead, Mississippi per Deed Book 2020, Page 1741; thence North 89 degrees 16 minutes 25 seconds West 185.36 feet to the west line of said Haas property; thence North 00 degrees 42 minutes 03 seconds East 41.02 feet to the Point of Beginning.

Said parcel containing 7,600 square feet, more or less.

AND

A parcel of land located in Government Lot 6, Section 3, Township 8 South, Range 14 West, Hancock County, Mississippi being a portion of the property conveyed to Myrtle J. Haas per Deed Book 2010, Page 5209 being more particularly described as follows:

Commence at ½ inch iron rod with cap being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; having grid coordinates of N 318930.054 and E 810737.360 based on the Mississippi Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984493 and a convergence angle of -00 degrees 16 minutes 41.678 seconds (at the P.O.C.); thence South 89 degrees 16 minutes 25 seconds East 185.20 feet along the north line of said Haas property to a ½ inch iron rod with cap; thence South 89 degrees 16 minutes 23 seconds East 50.00 feet to a 1/2 inch iron rod; thence South 89 degrees 34 minutes 09 seconds East 120.26 feet along the north line of said Haas property to the Northeast corner of said Haas property and a 1/2 inch iron rod with cap; thence South 00 degrees 16 minutes 02 seconds West 5.00 feet; thence North 89 degrees 34 minutes 09 seconds West 120.27 feet to the east line of property conveyed to the City of Diamondhead, Mississippi per Deed Book 2020, Page 1741 and a 1/2 inch iron rod with cap; thence North 00 degrees 28 minutes 23 seconds East 5.00 feet along the east line of said City of Diamondhead property to the Point of Beginning.

Said parcel containing 601 square feet, more or less.

Being more particularly described in the survey by Tice Engineering, Inc., dated 6/9/2022, Project Number: 1466-21_T8 and attached hereto and made a part hereof as Exhibit "A".

For the same consideration, Grantors do hereby grant and convey unto Grantee a non-exclusive right-of-way and easement for road and utility purposes and for ingress and egress to and from the above described property, over and across a certain roadway which has been established and designated as "Gex Road" by that certain Right-of-Way Easement from Walter J. Gex, et al, dated July 16, 1982, as recorded in Deed Book AA-64, pages 238-242, reference to which is hereby made, over and across the following described property, to-wit:

John B. Ladner Claim # 13, Township 8 South, Range 14 West, being the same land Patented by the United States Government to Frank J. Ladner, by Patent dated October 9, 1907 and recorded in Book B-8, Page 124, Deed Records of Hancock County, Mississippi, and also the N ½ of Government Lot 6, Section 3, Township 8 South, Range 14 West, Hancock County, Mississippi.

Said Right-of-Way Easement is subject to the terms and conditions of the aforesaid Right of Way Easement from Walter J. Gex, et al., particularly those provisions which give Walter J. Gex, et al, the right to relocate the aforesaid Gex Road, so long as said Walter J. Gex, et al, provide another road whereby Grantor has similar ingress and egress.

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

The above-described property is subject to any restrictive covenants, reservations and easements of record and is commercial real property and is not a part of the Grantors Homestead.

The Grantor reserves unto the Estate of MYRTLE W. HAAS, and her successors in Interest all of the Oil, Gas, and other minerals, if any.

AFFIX \$1.00 D.M.S.

Ad Valorem Taxes for the year 2023 will be paid by the Grantor herein. Ad Valorem Taxes for the year 2024 and thereafter will be paid by the Grantee herein.

WITNESS MY SIGNATURE on this, the ____ day of September, 2023.

Estate of MYRTLE W. HAAS, deceased

By: _____
Jennifer H. Jung, EXECUTRIX

**STATE OF MISSISSIPPI
PARISH/COUNTY OF HANCOCK**

Personally appeared before me, the undersigned authority in and for the said parish/county and state, within my jurisdiction, the within **Jennifer H. Jung**, who acknowledged to me that she is **Executrix** of the **Estate of MYRTLE W. HAAS, deceased**, and that in said representative capacity she/he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND and seal of office, this the _____ day of September, 2023.

NOTARY PUBLIC
My commission expires: _____

(NOTARY SEAL REQUIRED)

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: Diamondhead 20-5249-3

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes and/or assessments, levied and assessed against the Land, which are due and payable.
5. Execution of an Owner's and Contractor's Affidavit, Owner's/Seller's Affidavit and Notice of Availability of Owner's Title Insurance, all forms acceptable to the Company.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Execution and recordation, without intervening rights, of a Warranty Deed from Estate of MYRTLE W. HAAS, deceased (and spouse, when required by law) conveying the Land described in Schedule A hereof to City of Diamondhead, Mississippi.
7. Provide a land survey satisfactory to the Company, prepared by a registered land surveyor, dated no more than 90 days prior to closing this transaction, and certified to the proposed Insured(s) and the Company or the standard survey exception will remain (unless the underwriting requirements are satisfied to issue the Short Form Loan Policy, Eagle Owner's Policy, or Eagle Loan Policy). Upon review of the survey, the Company reserves the right to make such additional requirements as it may deem necessary.
8. As to each grantor/mortgagor who is a legal entity, provide proof of proper formation and due authorization prior to closing the transaction by obtaining: (a) confirmation of current good standing; (b) copies of the entity's formation documents (e.g., articles of incorporation, certificate of formation, etc.) and any amendments thereto; (c) copies of the entity's current governing documents (e.g., by-laws, operating agreement, partnership agreement, etc.) and any amendments thereto; and (d) a written consent or resolution executed by the governing body of the entity authorizing the transaction and designate the person(s) who will execute the instruments. The resolution must set forth the consideration and the terms of the transaction. Upon review of these documents, the Company reserves the right to make such additional requirements as it may deem necessary.
9. If the transaction is commercial in nature, execution of a sworn statement that (a) there are no unpaid or disputed real estate broker commissions, (b) all compensation due or to become due under any brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and (b) that there has been no written notice received concerning any unpaid real estate commission which could give rise to a broker's lien under Mississippi law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI (Cont.)	

Commitment No.: Diamondhead 20-5249-3

**SCHEDULE B, PART I
Requirements**

- 10. Immediately prior to disbursement of the closing proceeds, the search of the Public Records must be continued from the Commitment Date. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: Diamondhead 20-5249-3

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.


The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records are shown in Schedule B.
6. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously, under water.
7. The Company does not insure the area, square footage, or acreage of the Land.
8. Taxes and assessments for the year 2023 and subsequent years and not yet due and payable.
9. Easement for Gex Road as set forth in those certain instruments filed in Book AA46, Pages 500-501, Book AA64, Pages 238-242 of the Deed records of Hancock County, Mississippi reserving right to relocate road with equal access.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII (Cont.)	

Commitment No.: Diamondhead 20-5249-3

- 10. Easement for Road to Hancock County, Mississippi AKA Park Ten Drive filed in Book BB183, Page 501 of said Records.
- 11. Road Right of Way Easement to Hancock County, Mississippi filed in Book BB189, Page 785 of said Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

Item No.6.

2023 323

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> CONV. UNINS.	6. File Number: Diamondhead 20-5249-3
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.		7. Loan Number:
			8. Mortgage Ins. Case No.:
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: City of Diamondhead, Mississippi, 5000 Diamondhead Circle, Diamondhead, MS 39525		F. Name & Address of Lender:	
		G. Property Location: Vacant Park Ten Drive N 1/2 Lot 6, Sec. 3, T8S,R14W Diamondhead, MS 39525	
E. Name & Address of Seller: Estate of MYRTLE W. HAAS, deceased, 201 North Second Street, Bay St. Louis, MS 39520		H. Settlement Agent: Caroline E. Haas 201 N. Second Street Bay St. Louis, MS 39520	
		Name: Haas & Haas Phone: 228-467-6574	
		Place of Settlement: Haas & Haas 201 N. Second Street Bay St. Louis, MS 39520	
I. Settlement Date: 09/13/2023		Disbursement Date: 09/13/2023	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	15,459.37	401. Contract sales price	15,459.37
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,138.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$16,597.37	420. Gross Amount Due to Seller	\$15,459.37
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	0.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	\$16,597.37	601. Gross amount due to Seller (line 420)	\$15,459.37
302. Less amounts paid by/for Borrower (line 220)	(\$0.00)	602. Less reductions in amounts due Seller (line 520)	(\$0.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$16,597.37	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$15,459.37

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.	to				
705.	to				
800. Items Payable in Connection with Loan					
801. Our origination charge		(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen		(from GFE #2)			
803. Your adjusted origination charges		(from GFE A)			
804. Appraisal fee to		(from GFE #3)			
805. Credit report to		(from GFE #3)			
806. Tax service to		(from GFE #3)			
807. Flood certification to		(from GFE #3)			
808.					
809.					
810.					
811.					
812.					
813.					
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from 09/23/2022 to	@	/day	days	(from GFE #10)	
902. Mortgage insurance premium for	months to			(from GFE #3)	
903. Homeowner's insurance for	yrs. to			(from GFE #11)	
904.	yrs. to				
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account				(from GFE #9)	
1002. Homeowner's insurance	months @		per month		
1003. Mortgage insurance	months @		per month		
1004. Property Taxes	months @		per month		
1005.	months @		per month		
1006.	months @		per month		
1007.	months @		per month		
1008. Aggregate Adjustment					
1100. Title Charges					
1101. Title services and lender's title insurance				(from GFE #4)	0.00
1102. Settlement or closing fee to Haas & Haas					750.00
1103. Owner's title insurance				(from GFE #5)	150.00
1104. Lender's title insurance					0.00
1105. Lender's title policy limit \$0.00					
1106. Owner's title policy limit \$15,459.37					
1107. Agent's portion of the total title insurance premium \$105.00 to Haas & Haas					
1108. Underwriter's portion of the total title insurance premium \$45.00 to First American Title Insurance Company					
1109. Abstract & Updates to First American Abstracts & Haas & Haas					105.00
1110. Binder Fee to First American Title Insurance Company					107.00
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges				(from GFE #7)	26.00
1202. Recording Fees:	Deed: 26.00	Mortgage:	Release:		0.00
1203. Transfer taxes				(from GFE #8)	
1204. City/County tax/stamps:	Deed:	Mortgage:			
1205. State tax/stamps:	Deed:	Mortgage:			
1206.					
1207.					
1208.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for				(from GFE #6)	
1302. Survey POC City of Diamondhead to Tice Engineering, Inc.					
1303.					
1304.					
1305.					
1306.					
1307.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					
					\$1,138.00
					\$0.00

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: Haas & Haas
 Issuing Office: 201 N. Second Street, Bay St. Louis, MS 39520
 Issuing Office's ALTA® Registry ID: Loan ID No.:
 Commitment No.: Diamondhead 20-5249-3 Issuing Office File No.: Diamondhead 20-5249-3
 Property Address: Vacant Park Ten Drive, N 1/2 Lot 6, Sec. 3, T8S,R14W, Diamondhead, MS 39525
 Revision Number:

SCHEDULE A

1. Commitment Date: August 22, 2023 @ 8:00AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
 Proposed Insured: City of Diamondhead, Mississippi
 Proposed Policy Amount: \$15,459.37
 - (b) Proposed Insured:
 Proposed Policy Amount: \$
 - (c) None
 Proposed Insured:
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in: Estate of MYRTLE W. HAAS, deceased
5. The Land is described as follows:
 The land referred to herein is located in the City/Town of Diamondhead, County of Hancock, State of Mississippi and is described as set forth in Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY


By: _____

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
 Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Exhibit A	

File No.: Diamondhead 20-5249-3

The Land referred to herein below is situated in the County of Hancock, State of Mississippi, and is described as follows:

A parcel of land located in Government Lot 6, Section 3, Township 8 South, Range 14 West, Hancock County, Mississippi being a portion of the property conveyed to Myrtle J. Haas per Deed Book 2010, Page 5209 being more particularly described as follows:

Begin at a 1/2 inch iron rod with cap being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; having grid coordinates of N 318930.054 and E 810737.360 based on the Mississippi Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984493 and a convergence angle of -00 degrees 16 minutes 41.678 seconds (at the P.O.B.); thence South 89 degrees 16 minutes 25 seconds East 185.20 feet along the north line of said Haas property to a 1/2 inch iron rod with cap; thence South 00 degrees 28 minutes 23 seconds West 41.02 feet along the west line of the property conveyed to the City of Diamondhead, Mississippi per Deed Book 2020, Page 1741; thence North 89 degrees 16 minutes 25 seconds West 185.36 feet to the west line of said Haas property; thence North 00 degrees 42 minutes 03 seconds East 41.02 feet to the Point of Beginning.

Said parcel containing 7,600 square feet, more or less.

AND

A parcel of land located in Government Lot 6, Section 3, Township 8 South, Range 14 West, Hancock County, Mississippi being a portion of the property conveyed to Myrtle J. Haas per Deed Book 2010, Page 5209 being more particularly described as follows:

Commence at 1/2 inch iron rod with cap being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; having grid coordinates of N 318930.054 and E 810737.360 based on the Mississippi Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984493 and a convergence angle of -00 degrees 16 minutes 41.678 seconds (at the P.O.C.); thence South 89 degrees 16 minutes 25 seconds East 185.20 feet along the north line of said Haas property to a 1/2 inch iron rod with cap; thence South 89 degrees 16 minutes 23 seconds East 50.00 feet to a 1/2 inch iron rod; thence South 89 degrees 34 minutes 09 seconds East 120.26 feet along the north line of said Haas property to the Northeast corner of said Haas property and a 1/2 inch iron rod with cap; thence South 00 degrees 16 minutes 02 seconds West 5.00 feet; thence North 89 degrees 34 minutes 09 seconds West 120.27 feet to the east line of property conveyed to the City of Diamondhead, Mississippi per Deed Book 2020, Page 1741 and a 1/2 inch iron rod with cap; thence North 00 degrees 28 minutes 23 seconds East 5.00 feet along the east line of said City of Diamondhead property to the Point of Beginning.

Said parcel containing 601 square feet, more or less.

2023-324

Item No.7.



DIGITAL ENGINEERING & IMAGING, INC.

August 11, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements
DE Invoice No.: 730-1001-35

Dear Mr. McCraw:
Attached please find Invoice No. 35 for professional services on the above referenced project in the amount of **\$290.00** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script that reads 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

August 11, 2023
 Project No: B7301001.000
 Invoice No: 35

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from July 02, 2023 to July 29, 2023

Phase 003 Beaux Vue Ph. 2 Drainage Improvements
 Task 20 Design

Professional Personnel

	Hours	Rate	Amount
Stein, John	2.00	145.00	290.00
Totals	2.00		290.00
Total Labor			290.00

Billing Limits

	Current	Prior	To-Date
Total Billings	290.00	21,815.00	22,105.00
Limit			22,612.00
Remaining			507.00
		Total this Task	\$290.00
		Total this Phase	\$290.00

Billings to Date

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	290.00	21,815.00	22,105.00
Totals	290.00	26,160.00	26,450.00
		Total this Invoice	\$290.00

Billing Backup

Friday, August 11, 2023

Digital Engineering & Imaging, Inc.

Invoice 35 Dated 8/11/2023

8:40:59 AM

Project	B7301001.000	City of Diamondhead Master Services Agreement 2021
Phase	003	Beaux Vue Ph. 2 Drainage Improvements
Task	20	Design

Professional Personnel

			Hours	Rate	Amount	
0111	35 - Stein, John	7/6/2023	.50	145.00	72.50	
0111	35 - Stein, John	7/7/2023	1.50	145.00	217.50	
	Totals		2.00		290.00	
	Total Labor					290.00

Total this Task \$290.00

Total this Phase \$290.00

Total this Project \$290.00

Total this Report \$290.00



DIGITAL ENGINEERING & IMAGING, INC.

Item No.7.

August 11, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 4 Roadway Improvements Phase 4
DE Invoice No.: 730-1001-36

Dear Mr. McCraw:

Attached please find Invoice No. 36 for professional services on the above referenced project in the amount of **\$475.00** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in black ink that reads 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

August 11, 2023
 Project No: B7301001.000
 Invoice No: 36

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from July 02, 2023 to July 29, 2023

Phase 004 Roadway Improvements Phase 4
 Task 40 Construction Administration
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Admin	12,750.00	100.00	12,750.00	12,275.00	475.00
Total Fee	12,750.00		12,750.00	12,275.00	475.00
	Total Fee				475.00
			Total this Task		\$475.00
			Total this Phase		\$475.00

Billings to Date

	Current	Prior	Total	
Fee	475.00	60,150.00	60,625.00	
Labor	0.00	8,287.50	8,287.50	
Totals	475.00	68,437.50	68,912.50	
			Total this Invoice	\$475.00



DIGITAL ENGINEERING & IMAGING, INC.

August 9, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 7 Bond Paving Project
DE Invoice No.: 730-1001.007-06

Dear Mr. McCraw:
Attached please find Invoice No. 06 for professional services on the above referenced project in the amount of **\$8,615.00** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script that reads 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

August 09, 2023
 Project No: B7301001.007
 Invoice No: 6

Project B7301001.007 COD_Bond Paving Project

Professional Services from July 02, 2023 to July 31, 2023

Phase 010 Preliminary
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	40,845.00	100.00	40,845.00	40,845.00	0.00
Design	136,150.00	100.00	136,150.00	136,150.00	0.00
Bidding	13,615.00	100.00	13,615.00	5,000.00	8,615.00
Construction Admin	75,000.00	0.00	0.00	0.00	0.00
Total Fee	265,610.00		190,610.00	181,995.00	8,615.00
Total Fee					8,615.00
Total this Phase					\$8,615.00
Total this Invoice					\$8,615.00

Billings to Date

	Current	Prior	Total
Fee	8,615.00	181,995.00	190,610.00
Totals	8,615.00	181,995.00	190,610.00

September 12, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements
DE Invoice No.: 730-1001-37

Dear Mr. McCraw:

Attached please find Invoice No. 37 for professional services on the above referenced project in the amount of **\$217.50** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING



L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

September 12, 2023
Project No: B7301001.000
Invoice No: 37

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from July 30, 2023 to August 26, 2023

Phase 003 Beaux Vue Ph. 2 Drainage Improvements
Task 20 Design

Professional Personnel

	Hours	Rate	Amount
Stein, John	1.50	145.00	217.50
Totals	1.50		217.50
Total Labor			217.50

Billing Limits

	Current	Prior	To-Date
Total Billings	217.50	22,105.00	22,322.50
Limit			22,612.00
Remaining			289.50
		Total this Task	\$217.50
		Total this Phase	\$217.50

Billings to Date

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	217.50	22,105.00	22,322.50
Totals	217.50	26,450.00	26,667.50
		Total this Invoice	\$217.50

Billing Backup

Tuesday, September 12, 2023

Digital Engineering & Imaging, Inc.

Invoice 37 Dated 9/12/2023

4:46:50 PM

Project	B7301001.000	City of Diamondhead Master Services Agreement 2021
Phase	003	Beaux Vue Ph. 2 Drainage Improvements
Task	20	Design

Professional Personnel

			Hours	Rate	Amount	
0111	35 - Stein, John	8/3/2023	.50	145.00	72.50	
0111	35 - Stein, John	8/7/2023	.50	145.00	72.50	
0111	35 - Stein, John	8/8/2023	.50	145.00	72.50	
	Totals		1.50		217.50	
	Total Labor					217.50

Total this Task \$217.50

Total this Phase \$217.50

Total this Project \$217.50

Total this Report \$217.50



DIGITAL ENGINEERING & IMAGING, INC.

Item No.7.

September 12, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 4 Roadway Improvements Phase 4
DE Invoice No.: 730-1001-38

Dear Mr. McCraw:

Attached please find Invoice No. 38 for professional services on the above referenced project in the amount of **\$3,837.50** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script that reads 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

September 12, 2023
 Project No: B7301001.000
 Invoice No: 38

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from July 30, 2023 to August 26, 2023

Phase 004 Roadway Improvements Phase 4
 Task 45 Resident Inspection

Professional Personnel

	Hours	Rate	Amount	
Boynes, Clinton	19.00	75.00	1,425.00	
Duncan, Justin	8.00	75.00	600.00	
LeBreton, David	2.00	145.00	290.00	
Stein, John	10.50	145.00	1,522.50	
Totals	39.50		3,837.50	
Total Labor				3,837.50

Billing Limits

	Current	Prior	To-Date	
Total Billings	3,837.50	8,287.50	12,125.00	
Limit			27,375.00	
Remaining			15,250.00	
				Total this Task \$3,837.50
				Total this Phase \$3,837.50

Billings to Date

	Current	Prior	Total	
Fee	0.00	60,625.00	60,625.00	
Labor	3,837.50	8,287.50	12,125.00	
Totals	3,837.50	68,912.50	72,750.00	
				Total this Invoice \$3,837.50

Billing Backup

Tuesday, September 12, 2023

Digital Engineering & Imaging, Inc.

Invoice 38 Dated 9/12/2023

4:50:09 PM

Project	B7301001.000	City of Diamondhead Master Services Agreement 2021
Phase	004	Roadway Improvements Phase 4
Task	45	Resident Inspection

Professional Personnel

			Hours	Rate	Amount	
0143	80 - Boynes, Clinton	8/17/2023	3.00	75.00	225.00	
0143	80 - Boynes, Clinton	8/18/2023	2.00	75.00	150.00	
0143	80 - Boynes, Clinton	8/23/2023	6.00	75.00	450.00	
0143	80 - Boynes, Clinton	8/24/2023	8.00	75.00	600.00	
0176	80 - Duncan, Justin	8/25/2023	8.00	75.00	600.00	
0175	70 - LeBreton, David	8/25/2023	2.00	145.00	290.00	
	went to site to cover inspection for asphalt paving on BAYOU Rd					
0111	35 - Stein, John	7/21/2023	.50	145.00	72.50	
0111	35 - Stein, John	7/24/2023	.50	145.00	72.50	
0111	35 - Stein, John	7/26/2023	1.00	145.00	145.00	
0111	35 - Stein, John	8/7/2023	.50	145.00	72.50	
0111	35 - Stein, John	8/8/2023	.50	145.00	72.50	
0111	35 - Stein, John	8/10/2023	1.00	145.00	145.00	
0111	30 - Stein, John	8/14/2023	.50	145.00	72.50	
0111	30 - Stein, John	8/16/2023	1.00	145.00	145.00	
0111	30 - Stein, John	8/17/2023	4.50	145.00	652.50	
0111	30 - Stein, John	8/21/2023	.50	145.00	72.50	
	Totals		39.50		3,837.50	
	Total Labor					3,837.50
				Total this Task		\$3,837.50
				Total this Phase		\$3,837.50
				Total this Project		\$3,837.50
				Total this Report		\$3,837.50

September 13, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 7 Bond Paving Project
DE Invoice No.: 730-1001.007-07

Dear Mr. McCraw:

Attached please find Invoice No. 07 for professional services on the above referenced project in the amount of **\$1,000.00** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING



L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

September 13, 2023
 Project No: B7301001.007
 Invoice No: 7

Project B7301001.007 COD_Bond Paving Project

Professional Services from July 30, 2023 to August 26, 2023

Phase 010 Preliminary
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	40,845.00	100.00	40,845.00	40,845.00	0.00
Design	136,150.00	100.00	136,150.00	136,150.00	0.00
Bidding	13,615.00	100.00	13,615.00	13,615.00	0.00
Construction Admin	75,000.00	1.3333	1,000.00	0.00	1,000.00
Total Fee	265,610.00		191,610.00	190,610.00	1,000.00
Total Fee					1,000.00
Total this Phase					\$1,000.00

Phase 045 Resident Inspection

Billing Limits	Current	Prior	To-Date
Labor	0.00	0.00	0.00
Limit			84,000.00
Remaining			84,000.00
Total this Phase			0.00
Total this Invoice			\$1,000.00

Billings to Date

Fee	Current	Prior	Total
Fee	1,000.00	190,610.00	191,610.00
Totals	1,000.00	190,610.00	191,610.00

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 451-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Diamondhead, UEI Number: K9MIT71V8JM9 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. **SOURCE OF FUNDS**

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

2. **PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Beaux Vue Drainage Improvements" (the "Project").

3. **PURPOSE**

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

4. **SCOPE OF WORK**

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

5. **TERMS AND CONDITIONS**

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$184,479.06**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$92,239.53**;
- ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$92,239.53**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$7,379.16**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Ninety-Two Thousand Two Hundred Thirty-Nine Dollars and Fifty-Three Cents (\$92,239.53)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. SUBAWARDS

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

20. COMPLIANCE WITH LAWS

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. TRANSPARENCY

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

26. PAYMODE

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

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

27. TERMINATION

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. DISPUTES

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

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

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

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

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

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

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

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

If to SUBRECIPIENT:	Attention: Jon McCraw 5000 Diamondhead Circle Diamondhead, MS 39525 Phone: (228) 222-4626 E-mail: jmccraw@diamondhead.ms.gov
---------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF DIAMONDHEAD

Mayor Nancy Depreo
Signature of Authorized Representative

Nancy Depreo
Printed Name

Title

Date

ATTACHMENT A**PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS****PROJECT NAME****Beaux Vue Drainage Improvements****SCOPE OF WORK**

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

The Project includes construction of a concrete block and rip rap ditch to channel stormwater to the existing catch basin located just north of Gold Club Drive.

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

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. Within 15 days of execution of this Agreement, advertise each construction contract for bids, if not already advertised;

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

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

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

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

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

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

ATTACHMENT C

**SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D
ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

2023-32

Item No.9.



INVOICE

BILL TO
 City of Diamondhead

INVOICE # 17-057-0187
DATE 09/13/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/14/2023	17-057-2021 Project Engineer	review of project w/ Johana	0:30	95.00	47.50
08/18/2023	17-057-2021 Project Engineer	Set up surface and analysis data	4:00	95.00	380.00
08/21/2023	17-057-2021 Project Engineer	Surface creation and drainage modeling	8:00	95.00	760.00
08/22/2023	17-057-2021 Project Engineer	Project Engineer and drainage modeling	7:00	95.00	665.00
08/23/2023	17-057-2021 Senior Project Mana	design	0:30	115.00	57.50
08/23/2023	17-057-2021 Project Engineer	drainage modeling	5:00	95.00	475.00
08/24/2023	17-057-2021 Project Engineer	Drainage design pond setting and water discharge.	3:00	95.00	285.00
08/28/2023	17-057-2021 Senior Project Mana	site visit, review w/ Johana	3:00	115.00	345.00
08/28/2023	17-057-2021 Project Engineer	Site visit and update infio	4:00	95.00	380.00
08/29/2023	17-057-2021 Project Engineer	Drainage modeling	3:00	95.00	285.00
08/30/2023	17-057-2021 Senior Project Mana	project review	1:00	115.00	115.00
08/30/2023	17-057-2021 Project Engineer	Reset model and re structure basins	3:00	95.00	285.00
08/31/2023	17-057-2021 Project Engineer	Drainage modeling	4:00	95.00	380.00
09/01/2023	17-057-2021 Project Engineer	Pre drainage set up	3:00	95.00	285.00
09/06/2023	17-057-2021 Senior Project Mana	review with Johana	0:30	115.00	57.50

Item No.9.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/08/2023	17-057-2021 Principal	project review	2	162.00	324.00

Drainage Pond Remediation

BALANCE DUE

\$5,126.50

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



INVOICE

BILL TO
City of Diamondhead

INVOICE # 17-057-0188
DATE 09/13/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/12/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
07/14/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
07/28/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
08/07/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
08/23/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
08/29/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
08/30/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
08/31/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
09/01/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
09/13/2023	Sub-Consulting	Shell Fish and Sav survey	1	2,479.00	2,479.00

Noma Drive Dredging

BALANCE DUE

\$3,144.00

Chiniche Engineering & Surveying

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

**INVOICE****BILL TO**

City of Diamondhead

INVOICE # 17-057-0189**DATE** 09/13/2023**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/07/2023	17-057-2021 Senior Professional	survey review	3:30	145.00	507.50
08/09/2023	17-057-2021 Instrument Person	17-057-00-11-2023	4:45	41.00	194.75
08/09/2023	17-057-2021 Survey Crew Chief	topo	5:00	68.00	340.00
08/09/2023	17-057-2021 Survey Crew Chief	coon branch	4:45	68.00	323.00
08/09/2023	17-057-2021 Professional Land S	Calcs and review with Christina and crew.	2:30	98.00	245.00
08/09/2023	17-057-2021 Senior Professional	project review	3.50	145.00	507.50
08/09/2023	17-057-2021 Principal	project review	2.50	162.00	405.00
08/10/2023	17-057-2021 Survey Crew Chief	topo	3:00	68.00	204.00
08/10/2023	17-057-2021 Survey Crew Chief	topo	3:00	68.00	204.00
08/10/2023	17-057-2021 Survey Crew Chief	coon branch	5:30	68.00	374.00
08/10/2023	17-057-2021 Professional Land S	Calcs and review with crew.	2:30	98.00	245.00
08/15/2023	17-057-2021 Survey Crew Chief	top	9:30	68.00	646.00
08/16/2023	17-057-2021 Senior Professional	project design and coordination	5	145.00	725.00
08/21/2023	17-057-2021 Instrument Person	topo	9:15	41.00	379.25
08/21/2023	17-057-2021 Survey Crew Chief	topo	9:15	68.00	629.00
08/21/2023	17-057-2021	Review data, calcs and allpoints.	3:30	98.00	343.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Professional Land S				
08/22/2023	17-057-2021 Survey Crew Chief	topo	2:45	68.00	187.00
08/22/2023	17-057-2021 Survey Crew Chief	topo	2:45	68.00	187.00
08/22/2023	17-057-2021 Professional Land S	Review data, calcs and allpoints.	3:30	98.00	343.00
08/22/2023	17-057-2021 Senior Professional	project coordination	4	145.00	580.00
09/07/2023	17-057-2021 Principal	project review	2	162.00	324.00

Coon Branch Drainage

BALANCE DUE

\$7,893.00

2023-33

Item No. 10.



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-72
Invoice Date: 9/13/2023
Due Date: 10/13/2023
Project: WA #23 Unit Price Contr...
P.O. Number: 2023-0235
Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Standard Specifications and Drawings Services Provided through 08/31/2023 PO 2023-0235			
Bidding	0	8,000.00	0.00
Develop Bid Package	0.5	12,000.00	6,000.00
Develop Standard Drawings and Specifications	0.2	28,000.00	5,600.00

All payments are due by "Due Date" shown on invoice. Finance fees will be charged for all payments received past "Due Date". Please call 228-396-0486 with any questions about invoice.

Total	\$11,600.00
Payments/Credits	\$0.00
Balance Due	\$11,600.00



Covington Civil & Environmental, LLC
 2300 14th Street
 Gulfport, MS 39501
 228-396-0486

Project Title		Standard Specifications and Drawings			
Project Number		16175.08			
Invoice #		16175.08-72			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Develop Standard Drawings and Specifications	\$ 28,000.00	\$ 21,000.00	\$ 5,600.00	\$ 1,400.00	95%
Develop Bid Package	\$ 12,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	50%
Bidding	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0%
Total	\$ 48,000.00	\$ 21,000.00	\$ 11,600.00	\$ 15,400.00	



2300 14th Street
Gulfport, MS 39501

Bill To:

City of Diamondhead

Invoice

Item No. 10.

Invoice #: 16175.08-71
Invoice Date: 9/13/2023
Due Date: 10/13/2023
Project: FP WA 2
P.O. Number: 2023-0257
Terms: Net 30

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Bank Stabilization Project PO #2023-0257 Requisition #R-05205 Services Provided through 8/31/2023			
Surveying	0.15	120,000.00	18,000.00
Engineering and Design	0.15	265,000.00	39,750.00
Permitting	0	45,000.00	0.00

All payments are due by "Due Date" shown on invoice. Finance fees will be charged for all payments received past "Due Date". Please call 228-396-0486 with any questions about invoice.

Total	\$57,750.00
Payments/Credits	\$0.00
Balance Due	\$57,750.00



Covington Civil & Environmental, LLC
2300 14th Street
Gulfport, MS 39501
228-396-0486

Project Title		Bank Stabilization Project			
Project Number		16175.08			
Invoice #		16175.08-71			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 120,000.00	\$ 24,000.00	\$ 18,000.00	\$ 78,000.00	35%
Engineering and Design	\$ 265,000.00	\$ -	\$ 39,750.00	\$ 225,250.00	15%
Permitting	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0%
Total	\$ 430,000.00	\$ 24,000.00	\$ 57,750.00	\$ 348,250.00	

Agenda Item #2023- 328

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion for discussion and possible action to continue the Public Relations Contract between the City of Diamondhead and Hancock County Chamber of Commerce.

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

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

Agenda Item #2023- 329

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion for discussion and possible action reviewing a Skate Park in the City of Diamondhead.

KIDS DESERVE A PLACE TO GROW
Skateparks build and sustain healthy communities. As a gathering place for dedicated, athletic youth, the skatepark provides the forum for visitors young and old, beginning, and skilled, to meet and share experiences. For many skateboarding youths, the skatepark becomes a home-away-from-home.

REQUIRED SIGNATURES

REQUESTED BY:
City Manager:
City Attorney:

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

City of Diamondhead, MS
Request for Council Action

TO: City Council / City Manager / City Clerk

FROM: John Cumberland - Councilman Ward 3

DATE: 09/13/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to dissolve all existing city committees and the formation of any future committees will be at the discretion of the City Manager.

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:



City of Diamondhead, MS

Docket of Claims Register - Item No. 15.

APPKT02053 - 9.19.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line Amount	
DKT231050	Airgas Inc 09/19/2023	5501805740	ACETYLENE & OXYGEN RENTAL	001-301-640.00	Rentals	93.29	93.29
DKT231051	Amazon com LLC 09/19/2023	1K31-C7L6-YRHY	EVENT SUPPLIES, TV MOUNTS	001-200-501.00 001-000-066.00 001-653-650.00 001-200-501.00 001-301-501.00	Supplies Prepaid Other Promotions Supplies Supplies	21.49 11.99 21.83 51.92 12.86	171.06
		1KB=N4-JPFK-P6W4	PUBLIC WORKS GATORADE AND SUPPLIES	001-301-501.00	Supplies	50.97	
DKT231052	ANDREW RILEY KING 09/15/2023	OCTOBER 2023	CTC BAND - 4-7 BEAU KING	001-000-066.00	Prepaid Other	1,000.00	1,000.00
DKT231053	BOTTOM 2 TOP CONSTRUCTION LLC 09/15/2023	2	NOMA DRIVE WATERFRONT SITE UTILITY AND DRAINAGE	158-000-907.00	Capital Outlay - Other Tidelands FY21	266,219.73	266,219.73

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231054	Coast Electric Power Association	09/19/2023	8/25/23-021	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	45.86	20,219.41
			8/25/23-022		001-301-630.00	Utilities - Streetlights & Other	137.19	
			8/25/23-023		001-301-630.00	Utilities - Streetlights & Other	51.55	
			8/25/23-024		001-301-630.00	Utilities - Streetlights & Other	51.55	
			8/25/23-025		001-301-630.00	Utilities - Streetlights & Other	47.96	
			8/25/23-027		001-301-630.00	Utilities - Streetlights & Other	51.55	
			9/12/23-001		001-301-630.00	Utilities - Streetlights & Other	10,868.94	
			9/12/23-002		001-301-630.00	Utilities - Streetlights & Other	1,600.31	
			9/9/23-003		001-140-630.00	Utilities - General	3,102.46	
					001-301-630.00	Utilities - Streetlights & Other	3,037.15	
			9/9/23-005		001-301-630.00	Utilities - Streetlights & Other	96.50	
			9/9/23-007		001-301-630.00	Utilities - Streetlights & Other	55.34	
			9/9/23-010		001-140-630.00	Utilities - General	73.39	
			9/9/23-012		001-140-630.00	Utilities - General	55.90	
			9/9/23-016		001-301-630.00	Utilities - Streetlights & Other	53.00	
			9/9/23-017		001-301-630.00	Utilities - Streetlights & Other	265.55	
			9/9/23-018		001-301-630.00	Utilities - Streetlights & Other	69.28	
			9/9/23-019		001-301-630.00	Utilities - Streetlights & Other	59.74	
			9/9/23-020		001-301-630.00	Utilities - Streetlights & Other	496.19	
			DKT231055		Covington Civil and Environmental LLC	09/19/2023	16175.08-71	
16175.08-72	STANDARD SPECIFICATIONS AND DRAWINGS	001-301-602.00		Professional Fees - Engineering			11,600.00	
16175.08-74	SURVEY OF FOOTBALL FIELDS	001-140-602.00		Professional Fees - Engineering			6,100.00	
16422.08-19	CITY ENGINEER SERVICES	001-301-601.00		Professional Fees - Consulting			3,000.00	
16422.08-20		001-301-601.00		Professional Fees - Consulting			3,000.00	
DKT231056	Cspire Internet Service	09/19/2023	690858-49	INTERNET & PHONE RENTAL FOR THE MONTH OF AUGUST	001-140-612.00	Internet	208.99	640.78
					001-140-643.00	Rent - Phone System	431.79	
DKT231057	Dana Safety Supply Inc	09/19/2023	855543	UPFITTING FOR POLICE UNITS	001-200-917.00	Capital Outlay - Mobile Equipment	277.50	277.50
DKT231058	DANNY NECAISE JR	09/19/2023	CTC2023	D. JR & SOULSHINE BAND	001-000-066.00	Prepaid Other	1,000.00	1,000.00
DKT231059	DAVID WILLIAMS	09/19/2023	9/13/23	TRANSFORMER WIRING NOMA	001-301-635.00	Professional Fees - R&M Outside Services	762.84	762.84

Docket of Claims Register - Council

APPKT02053 Item No. 15. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231060	Diaz Brothers Printing	09/19/2023	6387	I PADDLED PARADISE SIGN	001-653-650.00	Promotions	50.00	90.00
					001-653-650.00	Promotions	40.00	
DKT231061	Digital Engineering and Imaging Inc	09/19/2023	35	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	290.00	14,435.00
					104-301-602.00	Professional Fees - Engineering	475.00	
					001-301-602.00	Professional Fees - Engineering	55.50	
					001-301-602.00	Professional Fees - Engineering	162.00	
					104-301-602.00	Professional Fees - Engineering	3,837.50	
					302-301-602.00	Professional Fees - Engineering	8,615.00	
					302-301-602.00	Professional Fees - Engineering	1,000.00	
DKT231062	Dixieland Home Farm and Garden Center Inc	09/19/2023	531819	PLASTIC BARRELS	001-301-501.00	Supplies	200.00	200.00
DKT231063	FirstPoint Inc	09/19/2023	18787	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	60.60	60.60
DKT231064	Fuelman	09/15/2023	NP65030085	FOR THE WEEK ENDING 9.3.23	001-200-525.00	Fuel	1,232.74	2,421.03
					001-280-525.00	Fuel	67.37	
					001-140-525.00	Fuel	51.96	
					001-200-525.00	Fuel	1,068.96	
DKT231065	George Blair Attorney	09/19/2023	APRIL 2023	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00	5,000.00
			AUGUST2023		001-110-603.00	Professional Fees - Legal	1,000.00	
			JULY2023		001-110-603.00	Professional Fees - Legal	1,000.00	
			JUNE2023		001-110-603.00	Professional Fees - Legal	1,000.00	
			MAY2023		001-110-603.00	Professional Fees - Legal	1,000.00	
DKT231066	GLOBAL VALUATION SERVICES, INC	09/19/2023	23-2764	REAL ESTATE APPRAISALS	001-140-681.00	Other Services & Charges	2,500.00	2,500.00

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231067	GULF COPY SYSTEMS LLC	09/19/2023	3284	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance		311.47
								20.67
								74.64
								25.85
								130.50
								6.96
								38.56
								1.81
		12.48						
DKT231068	Gulf Regional Planning Commission	09/15/2023	MAY 2023	GIS AND MAP DRAWING	001-140-602.00	Professional Fees - Engineering	221.97	221.97
DKT231069	Haas and Haas Attorneys	09/19/2023	20-5249-3	PARK TEN DRIVE PROPERTY	156-653-900.00	Capital Outlay-Land		16,597.37
							156-653-900.00	1,138.00
DKT231070	Hancock County Chamber of Commerce	09/19/2023	9/8/23	DIGITAL MARKETING & PUBLIC RELATIONS -- SEPTEMBER	001-140-623.00	Membership Dues/Fees	1,000.00	1,000.00
DKT231071	HANCOCK COUNTY FOOD PANTRY, INC	09/15/2023	2023	APPROPRIATION DONATIONS	001-140-704.00	Appropriations - General	500.00	500.00
DKT231072	Hancock County Sheriffs Office	09/15/2023	2023-DH-008H 2023-DHLE-44	INMATE HOUSING FOR AUGUST INTERLOCAL AGREEMENT FOR WEEK ENDING 8.26.23	001-200-689.00	Prisoner's Expense		35,095.36
							001-110-681.00	51.60
							001-200-690.00	34,337.76
							001-200-612.00	246.00
DKT231073	Hancock County Solid Waste	09/15/2023	1230	DECEMBER RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	63,390.72	63,390.72
DKT231074	James J Chiniche PA Inc	09/19/2023	17-057-0187	DRAINAGE POND REMEDIATION PROJECT	001-301-602.00	Professional Fees - Engineering		16,163.50
							17-057-0188	5,126.50
							17-057-0189	3,144.00
				COON BRANCH DRAINAGE IMPROVEMENTS	162-000-602.00	Prof Fees Engineering- GOMESA FY22 Coon Branch	7,893.00	

Docket of Claims Register - Council

APPKT02053 Item No. 15. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount					
							Amount						
DKT231075	Kirks Tire Pros	09/19/2023	0682	UNIT #691 TIRE PATCH	001-200-570.00	Repairs & Maintenance - Vehicle		42.40					
							0907		UNIT #729 TIRE PATCH	001-200-635.00	Professional Fees - R&M Outside Services	21.20	
												21.20	
DKT231076	MEMORIAL HOSPITAL AT GULFPORT	09/15/2023	1130712	EMPLOYEE DRUG SCREENING FOR EMPLOYMENT	001-301-698.00	Misc. Services - Drug Testing & Other	115.00	115.00					
DKT231077	Mid South Uniform and Supply	09/19/2023	642173	UNIFORM PATCHES	001-200-535.00	Uniforms		1,047.54					
							642176		POLICE POLOS AND PATCHES	001-200-535.00	Uniforms	186.00	
												281.00	
												20.00	
												309.90	
												150.00	
							642662		UNIFORM PANT	001-200-535.00	Uniforms	20.00	
80.64													
DKT231078	Moran Hauling Inc	09/15/2023	748	BAYOU DRIVE DRAINAGE IMPROVEMENTS	001-301-912.00	Capital Outlay - Streets/Drainage		40,955.63					
							32,474.00						
DKT231079	MS Department of Public Safety	09/15/2023	AUGUST2023	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable		113.76					
							113.76						
DKT231080	Orion Planning and Design	09/15/2023	3833	GENERAL SERVICES CONSULTING AGREEMENT	001-653-601.00	Professional Fees - Consulting	3,700.00	3,700.00					
DKT231081	ROSTAN SOLUTIONS LLC	09/19/2023	INV7643	COMMUNITY RATING SYSTEM	001-280-601.00	Professional Fees - Consulting	4,800.00	4,800.00					
DKT231082	Sea Coast Echo	09/19/2023	8/2023	PUBLIC HEARING AD	001-140-620.00	Advertising		1,631.22					
							09/15/2023		8/24/23	MAKIKI DRIVE DRAINAGE ADVERTISEMENT	001-140-620.00	Advertising	1,279.24
													198.14
							09/19/2023		9/7/23	P & Z ADS	001-280-620.00	Advertising	32.52
													27.72
													24.96
													35.76
32.88													
DKT231083	SLIDELL ARMY SURPLUS INC	09/19/2023	230913	KINETIC KHAKI PANTS	001-200-535.00	Uniforms	173.55	173.55					

Docket of Claims Register - Council

APPKT02053 - Item No. 15.

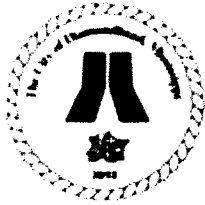
Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231084	SOUTHERN TROPHIES AND MORE	09/15/2023	1894	CTC - CAR PLAQUES	001-000-066.00	Prepaid Other	350.00	350.00
DKT231085	State Treasurer	09/15/2023	AUGUST2023	COURT ASSESSMENT/FINE FOR AUGUST	650-110-131.00	State Assessments Payable	2,363.48	2,436.74
					650-110-131.01	Court Bond Fees Payable	73.26	
DKT231086	Sun Coast Business Supply	09/19/2023	1346466-2	TOILET PAPER, TRIFOLD TOWEL, PAPER TOWELS	001-140-510.00	Cleaning & Janitorial	111.90	111.90
DKT231087	The Dave Mayley Band LLC	09/15/2023	RED BEAN COOKOFF 2023	BAND - RED BEAN COOKOFF	001-000-066.00	Prepaid Other	900.00	900.00
DKT231088	THE STRAYS, LLC	09/15/2023	SEPTEMBER2023	BAND PADDLE PARADISE - VINYL	001-653-650.00	Promotions	800.00	800.00
DKT231089	Timothy A Kellar Chancery Clerk	09/15/2023	AUGUST2023	TAX SALE REDEMPTIONS FOR	001-140-694.00	Collection Fees	620.00	620.00
DKT231090	TransUnion Risk and Alternative Data Solutions Inc	09/19/2023	5859551-202308-1 6177932-202308-1	TLOxp FOR AUGUST	001-110-681.00 001-200-681.00	Other Services & Charges Other Services & Charges	75.00 75.00	150.00
DKT231091	Tree Tech LLC	09/19/2023	8/22/23	TREE REMOVALS	001-301-681.00	Other Services & Charges	1,800.00	1,800.00
DKT231092	UMB Card Services	09/15/2023	64588407646	FP MAILING SOLUTIONS - \$1000 POSTAGE	001-140-611.00	Postage	1,035.00	1,050.99
		09/19/2023	INV217211063	MONTHLY CHARGES FOR ZOOM	001-140-623.00	Membership Dues/Fees	15.99	
DKT231093	UniFirst Corporation	09/19/2023	1530095824	UNIFORM RENTAL FOR THE WEEK ENDING 9/4/23	001-301-535.00	Uniforms	166.30	332.60
			1530096926	UNIFORM RENTAL FOR THE WEEK ENDING 9/11/23	001-301-535.00	Uniforms	166.30	
DKT231094	WageWorks	09/15/2023	0823-DR42799	COBRA PAYMENT FOR	001-140-625.00	Insurance	100.00	100.00
Total Claims: 45							Total Payment Amount:	591,052.96

APPROVED BY COUNCIL

DATE

BY

PR Net Wages	Payroll Pd	Seq No. Docket #	Description	Paymt Date	Amount	Agenda
PKPKT1401	07/01-07/31	000170 PRCLAIM010170	Net Wages Payable	8/1/2023	2,523.58	9/19/2023
PKPKT1409	07/17-07/30	000171 PRCLAIM010171	Net Wages Payable	8/9/2023	29,084.41	9/19/2023
PYPKT1406	7/31-8/13	000172 PRCLAIM010172	Net Wages Payable	8/23/2023	29,043.98	9/19/2023



City of Diamondhead, MS

Docket of Claims Register -

Item No. 16.

APPKT02052 - Payroll Payables August 2023

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount					
DKT231040	American Fidelity	08/09/2023	INV0005631	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	704.74					
							37.85					
							15.52					
							70.75					
							38.63					
							179.67					
							08/23/2023	INV0005657	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85
												15.52
												70.75
												38.63
												179.67
												19.90
												11,427.93
DKT231041	Blue Cross Blue Shield of MS	08/09/2023	INV0005649	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	6,331.40					
							08/23/2023	INV0005675	650-140-112.00	BCBS Withheld/Payable	-601.56	
							650-140-112.00	BCBS Withheld/Payable	5,698.09			
DKT231042	Colonial Life	08/09/2023	INV0005636	EE PREMIUM	650-140-113.00	Colonial Withheld	357.10					
							61.08					
							9.12					
							18.17					
							24.60					
							32.80					
							32.78					
							08/23/2023	INV0005662	Critical Illness	650-140-113.00	Colonial Withheld	61.08
												9.12
												18.17
												24.60
												32.80
												32.78
32.80												

Docket of Claims Register - Council

APPKT02052 - Payroll Payab

Item No. 16.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT231043	Guardian						1,008.06
	08/09/2023	INV0005643		ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	3.44
		INV0005644		ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	5.30
		INV0005646		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	344.04
		INV0005647		ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	111.09
		INV0005648		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	63.53
	08/23/2023	INV0005669		ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	3.43
		INV0005670		ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	5.28
		INV0005672		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	302.66
		INV0005673		ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	100.51
		INV0005674		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	63.50
					650-140-113.01	Guardian Withheld/Payable	5.28
	<hr/>						
	DKT231044	Internal Revenue Service					
08/01/2023		INV0005628		Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	361.64
		INV0005629			650-140-122.01	Medicare Withheld/Payable	84.56
		INV0005630			650-140-123.00	Federal Withholding Tax	145.00
08/09/2023		INV0005653			650-140-122.00	Social Security Withheld/Payable	5,381.80
		INV0005654			650-140-122.01	Medicare Withheld/Payable	1,258.66
		INV0005655			650-140-123.00	Federal Withholding Tax	2,989.22
08/23/2023		INV0005679			650-140-122.00	Social Security Withheld/Payable	5,119.04
		INV0005680			650-140-122.01	Medicare Withheld/Payable	1,197.16
		INV0005681			650-140-123.00	Federal Withholding Tax	2,898.56
<hr/>							
DKT231045	Morgan White Group						1,495.67
	08/09/2023	INV0005650		Morgan White	650-140-112.01	Morgan White Payable	766.70
	08/23/2023	INV0005676			650-140-112.01	Morgan White Payable	728.99
					650-140-112.01	Morgan White Payable	-0.02
<hr/>							
DKT231046	MS Department of Human Services						646.20
	08/09/2023	INV0005645		620583243	650-140-106.00	Garnishment Withheld	323.10
	08/23/2023	INV0005671			650-140-106.00	Garnishment Withheld	323.10
<hr/>							
DKT231047	MS Department of Revenue Payroll						2,131.00
	08/09/2023	INV0005652		Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax	1,066.00
	08/23/2023	INV0005678			650-140-134.00	State Withholding Tax	1,040.00
	09/01/2023	INV0005683			650-140-134.00	State Withholding Tax	25.00
<hr/>							
DKT231048	Texas Life						143.53
	08/09/2023	INV0005651		Texas Life	650-140-113.05	Texas Life Withheld	47.78
	08/23/2023	INV0005677			650-140-113.05	Texas Life Withheld	47.98
					650-140-113.05	Texas Life Withheld	47.77

Docket of Claims Register - Council

APPKT02052 - Payroll Payab

Item No. 16.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231049	Systematized Benefits and Administrators Inc							9,257.65
		08/09/2023	INV0005642	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable	5,149.65	
		08/23/2023	INV0005668		650-140-110.00	Deferred Compensation Withheld/Payable	4,108.00	
Total Claims: 10							Total Payment Amount:	46,607.52



DIAMONDHEAD MUNICIPAL COURT
5000 Diamondhead Circle
Diamondhead, MS 39525
Tel.: (228) 222-4626
Fax: (228) 222-4390

Robert H. Johnson, Jr., Judge
Derek Cusick, Prosecutor
Lolita McSwain, Court Clerk
Lauren Prater, Deputy Clerk

September 13, 2023

To: DIAMONDHEAD CITY MANAGER

STATS FOR THE MONTH OF AUGUST 2023

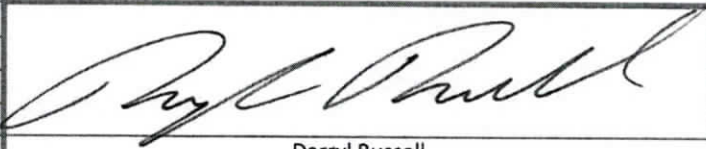
Number of Tickets written: 16 Number of Misdemeanors: 2 **TOTAL: 18**
Violation City Animal Ordinance: 0
Leash Law Violations: 0

Total fines and fees collected: \$5,564.88
State portion of the fees collected: \$2,436.74
Wireless Communication portion collected: \$99.76
Crime Stopper Fund: \$14.00
Remaining balance the City of Diamondhead receives: \$3,014.38

Total inmates held and billed for jail housing: 10
(Housing cost rate of \$20 per day per inmate)
10inmates @ a total of 23 days = \$460.00

Diamondhead Monthly Statistics

August-23

Animal Problem / Complaints	14	Civil Disputes / Escorts / Process	27
Drug Law Violation	2	Complaint / See An Officer	23
Fire Structure / Vehicle	2	Death	1
Fireworks	0	Disturbance	11
Funeral Escort	2	False Alarms- Residential/ Business/ 911	26
Littering/Dumping/Haz-Mat Spill	2	Follow ups/ citizen call requests	828
Medical Emergency	9	Juvenile Problem	4
Missing/Runaway	1	Lost/Found Item	4
Parking Violation	3	Miscellaneous	5
Prostitution	0	TOTAL MISCELLANEOUS CALLS	929
Public Drunk	0	Accident – Private Property	1
Shots Fired	0	Accident – Public Roadway	3
Suicide	0	Accident - Hit & Run	1
Suicide / Threat / Attempt	0	Accident - Fatality	0
Suspicious / Person / Vehicle	43	TOTAL ACCIDENTS/COLLISIONS	5
Welfare Concern	10	Assist Motorist	16
TOTAL PUBLIC HEALTH & SAFETY	88	Traffic Stop	258
Animal Bite	0	TOTAL TRAFFIC CALLS	274
Assault By Threat	2		
Assault	0	Total Calls for Service	1322
Child Abuse / Neglect	0	Traffic Citation (Adults)	18
Domestic Violence	1	Traffic Citation (Minors)	0
Harrassment	1	Warrant Arrests	10
Harassing Phone Call	0	Drunk Driver (DUI) Arrests	0
Robbery – Armed	0	Traffic Arrests	0
Sexual Abuse / Molestation	0	Domestic Assault Arrests	1
Stalking	0	Other Arrests	0
TOTAL CRIMES AGAINST PERSON	4	Total Arrests	11
Attempted Burglary	0		
Burglary – Residence	0	Significant Events	
Burglary – Vehicle	0		
Counterfeit Money	1		
Damage – Property	4		
Embezzlement	0		
Forgery / Bad Check/Fraud	4		
Malicious Mischief	2		
Recovered Stolen Property	0		
Recovered Stolen Vehicle	1		
Shoplifting	0		
Stolen Vehicle	1		
Theft (Grand)	2		
Theft (Petit)	5		
Trespassing	2		
Unauthorized Use / Vehicle	0		
TOTAL PROPERTY CRIME	22		
			
		Darryl Russell	
		Captain	

PROJECTS: THRU ZZZZZZZZZZ

REPORT SEQUENCE: Project

PROJECT TYPE: All

CONTRACTOR CLASS: All

- All Contra se

CONTRACTORS: All

Item No.a

APPLIED DATES: 0/00/0000 THRU 99/99/9999

EXPIRE DATES: 0/00/0000 9/

STATUS INCLUDED: All

ISSUED DATES: 8/01/2023 THRU 8/31/

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	5	1,400.00
B02-ADD - RESIDENTIAL ADDITION	5	60.00
B05-REP - RESIDENTIAL REPAIR	5	0.00
ELEC-RES - RESIDENTIAL ELECTRICAL	3	0.00
FENCE-RES - RESIDENTIAL FENCE	4	0.00
FLAT-RES - RESIDENTIAL FLATWORK	6	54.00
GAS-RES - RESIDENTIAL GAS	1	50.00
MECH-COM - COMMERCIAL MECHANICAL	1	0.00
MECH-RES - RESIDENTIAL MECHANICAL	5	0.00
POOL-RES - RESIDENTIAL POOL	1	0.00
PZ-01 - DEVELOPMENT	7	0.00
PZ-05 - CONDITIONAL USE	1	0.00
PZ-06 - VARIANCE	1	0.00
PZ-09 - TEXT AMENDMENT	1	0.00
PZ-10 - REZONING	1	0.00
SIGN - SIGN	1	200.00
TREE - TREE REMOVAL	1	0.00
*** TOTALS ***	49	1,764.00

Projects
Aug. 2023

TASK STATUS REPORT
TOTALS

PAGE:
Item No.a

INC CODE: * - All
TASK CODE: * - ALL
STATUS: * - All

USER: * - All
GROUP: * - All
PRIORITY: * - All
TYPE:

ORIGINATION: 0/00/0000 THRU 99/99/9
DUE: 8/01/2023 THRU 8/31/2
RESOLUTION: 0/00/0000 THRU 99/99/9

		-----PRIORITY-----									
		1	2	3	4	5	6	7	8	9	TOTAL
STATUS	ACTIVE	6									6
	CLOSED	210									210
	VOIDED										
	SUSPENDED										
TOTALS		216									216

-----SEQUENCES-----		
TASK CODE		COUNT
INSPECTION		196
REINSPECTION		19
REVIEW		1
TOTAL INCIDENTS		216

*Inspections
Aug - 2023*

9/08/2023 3:30 PM

L I C E N S E M A S T E R R E P O R T

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE DATES: 8/01/2021

PAGE:

LICENSE CODES: Include: PRIV-MFG, PRIV-RET, PRIV-SERV

EXPIRATION DATES: 0/00/0000

Item No.a

CLASSES: Include: PRIV

COMMENT:

STATUS: ACTIVE

PAY STATUS:

CITY LIMITS: INSIDE, OUTSIDE

REPORT CODE SUMMARY

CODE	DESCRIPTION	NUMBER	BALANCE
RET-SALE	RETAIL SALES	1	0.00
HAIR	HAIR AND/OR NAIL SALON	1	0.00
TOTAL:		2	0.00

Privilege License
Aug - 2023

CODE ENFORCEMENT

Item No.a.

Code Violations Through	8/31/2022	Total	Closed	Open
Abandoned Vehicles		1	1	0
Abandoned/Dilapidated/Deteriorated House (unoccupied)		0	0	0
Advertising/Solicitation		0	0	0
ATV		0	0	0
Boats		1	1	0
Camper		0	0	0
Cars in Yard		0	0	0
Construction Equipment		0	0	0
Dumpster (commercial)		0	0	0
Dumpster (residential)		0	0	0
Fence		1	1	0
Furniture in Yard		0	0	0
Golf Carts		0	0	0
Graffiti		0	0	0
High Grass (overgrown)/Shrubs		2	2	0
Jet Ski		0	0	0
Lack of Maintenance (structure)		0	0	0
Parking		1	1	0
Permit		2	2	0
POD		0	0	0
Pool		0	0	0
RV		2	2	0
Signs		1	1	0
Slab/Driveway Removal		0	0	0
Trailers		1	1	0
Trash & Rubbish		2	2	0
Trash Cans		0	0	0
Unapproved Structure		0	0	0
Cumulative Totals		14	14	0

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statements
Coversheet to Monthly Budget Report
For the Month Ended July 31, 2023

ALL FUNDS HIGHLIGHTS

*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
	Total YTD Revenue	\$ 13,266,425	\$ 9,613,529
	Total Budget	\$ 19,526,777	\$ 16,986,867
	% Actual to Budget	67.9%	
	Current Month % to Fiscal Year	83.3%	83.3%

*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
	Total YTD Expenses Actual Activity	\$ 7,187,224	\$ 8,995,613
	Total YTD Expenses Activity w/ Encumbrances	\$ 8,769,819	\$ 11,114,868
	Total Budget	\$ 23,149,433	\$ 20,001,668
	% Actual to Budget	31.0%	
	% Actual w/ Encumbrances to Budget	37.9%	
	Current Month % to Fiscal Year	83.3%	83.3%

* Excludes Other Financing Sources and Uses

Depository Account Balances as of: July 31, 2023

General Bank Acct:	\$ 8,682,575	Unrestricted	\$ 5,536,705
Accounts Payable Clearing:	16,240	Fiduciary Fund	20,763
Payroll Clearing:	29,974	Solid Waste	201,703
Contingency Operating Fund:	2,116,843	Grant Funds	544,713
		MS Infrastructure	201,215
		Amer Rescue & F	29,974
		GO BONDS 2022	4,310,558
TOTAL	\$ 10,845,632		\$ 10,845,632

Fund Activity	<u>YTD Actual</u>	<u>YTD Actual w/ Encumbrances</u>	<u>Total Current Budget</u>
001 - General Fund	\$ 358,950	\$ (91,335)	\$ (968,727)
104 - MS Infrastructure Modernization Fund	\$ (127,599)	\$ 66,366	\$ -
113 - Grant - GRPC Multi Modal Path	\$ -	\$ -	\$ -
115 - Grant- Tidelands FY20 Rotten Bayou P	\$ (19,510)	\$ -	\$ -
117 - Grant- MDA-SMLP East Aloha Improve	\$ (35,196)	\$ (1,198)	\$ (527)
156 - Grant- GCRF-MDA FY2020 Commerci	\$ 33,589	\$ 307,275	\$ -
157 - Grant- GRPC - East Aloha Improvemer	\$ -	\$ -	\$ -
158 - Grant - Tidelands FY21/22 Noma Drive	\$ (83,926)	\$ (391,742)	\$ -
159 - Grant - GOMESA Marsh Erosion Preve	\$ (593,934)	\$ (823,122)	\$ -
160 - Grant - DMR - Twin Lakes Pier/Boardw	\$ (21,250)	\$ -	\$ -
161 - Grant - GCRF-MDA FY2021 COMMER	\$ (105,538)	\$ (64,039)	\$ (400,000)
162 - Grant-GOMESA FY22 -Coon Branch P	\$ (6,922)	\$ (291,850)	\$ -
190 - American Rescue & Recovery Act	\$ (170,249)	\$ (236,527)	\$ (2,149,813)
302 - FY22 BOND ISSUE	\$ 4,292,605	\$ 4,124,990	\$ -
401 - Solid Waste Fund	\$ (53,645)	\$ (53,645)	\$ (103,590)
TOTAL Surplus (Deficit)	\$ 3,467,376	\$ 2,545,172	\$ (3,622,657)



City of Diamondhead, MS

Item No.b.

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
20 - TAXES	3,068,500.00	3,068,500.00	78,765.48	2,875,857.22	-192,642.78	93.72%
22 - LICENSES AND PERMITS	470,750.00	470,750.00	84,060.89	447,357.88	-23,392.12	95.03%
23 - INTERGOVERNMENTAL REVENUES	1,502,700.00	1,502,700.00	87,166.51	1,416,537.93	-86,162.07	94.27%
28 - CHARGES FOR GOVERNMENTAL SERVICES	500.00	500.00	300.00	1,736.89	1,236.89	347.38%
33 - FINES & FORFEITS	35,000.00	35,000.00	508.95	18,240.26	-16,759.74	52.12%
34 - MISCELLANEOUS REVENUE	40,700.00	40,700.00	20,367.92	170,822.15	130,122.15	419.71%
Department: 000 - NON DEPARTMENTAL Total:	5,118,150.00	5,118,150.00	271,169.75	4,930,552.33	-187,597.67	96.33%
Revenue Total:	5,118,150.00	5,118,150.00	271,169.75	4,930,552.33	-187,597.67	96.33%
Expense						
Department: 100 - LEGISLATIVE - COUNCIL						
40 - PERSONNEL SERVICES	43,060.00	38,060.00	3,139.78	31,415.75	6,644.25	82.54%
50 - SUPPLIES	500.00	500.00	0.00	54.00	446.00	10.80%
60 - CONTRACTUAL SERVICES	14,200.00	14,200.00	0.00	4,127.83	10,072.17	29.07%
Department: 100 - LEGISLATIVE - COUNCIL Total:	57,760.00	52,760.00	3,139.78	35,597.58	17,162.42	67.47%
Department: 110 - COURT						
40 - PERSONNEL SERVICES	140,242.03	131,739.03	5,721.23	86,573.91	45,165.12	65.72%
50 - SUPPLIES	2,500.00	2,500.00	56.42	1,085.67	1,414.33	43.43%
60 - CONTRACTUAL SERVICES	59,350.00	59,350.00	3,262.20	38,741.13	20,608.87	65.28%
Department: 110 - COURT Total:	202,092.03	193,589.03	9,039.85	126,400.71	67,188.32	65.29%
Department: 140 - GENERAL ADMINISTRATION						
40 - PERSONNEL SERVICES	399,075.79	356,455.79	24,923.20	262,417.08	94,038.71	73.62%
50 - SUPPLIES	32,450.00	32,450.00	1,355.28	10,241.91	22,208.09	31.56%
60 - CONTRACTUAL SERVICES	454,440.00	581,488.75	34,649.23	462,080.92	119,407.83	79.47%
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	49,800.00	57,300.00	0.00	57,300.00	0.00	100.00%
90 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	8,100.00	-6,100.00	405.00%
Department: 140 - GENERAL ADMINISTRATION Total:	937,765.79	1,029,694.54	60,927.71	800,139.91	229,554.63	77.71%
Department: 200 - POLICE - PUBLIC SAFETY						
50 - SUPPLIES	81,450.00	81,450.00	7,505.62	46,351.30	35,098.70	56.91%
60 - CONTRACTUAL SERVICES	989,786.10	989,786.10	150,396.42	823,911.09	165,875.01	83.24%
90 - CAPITAL OUTLAY	103,000.00	182,860.61	0.00	157,317.57	25,543.04	86.03%
Department: 200 - POLICE - PUBLIC SAFETY Total:	1,174,236.10	1,254,096.71	157,902.04	1,027,579.96	226,516.75	81.94%
Department: 280 - BUILDING AND ZONING						
40 - PERSONNEL SERVICES	326,932.87	326,932.87	26,484.45	220,408.64	106,524.23	67.42%
50 - SUPPLIES	7,650.00	7,650.00	498.42	3,262.34	4,387.66	42.64%
60 - CONTRACTUAL SERVICES	159,859.00	186,517.00	7,922.86	85,040.00	101,477.00	45.59%
Department: 280 - BUILDING AND ZONING Total:	494,441.87	521,099.87	34,905.73	308,710.98	212,388.89	59.24%
Department: 301 - PUBLIC WORKS						
40 - PERSONNEL SERVICES	836,438.67	771,438.67	50,141.81	487,817.33	283,621.34	63.23%
50 - SUPPLIES	163,800.00	164,803.60	6,211.81	93,460.50	71,343.10	56.71%
60 - CONTRACTUAL SERVICES	472,605.90	926,121.80	35,726.66	403,269.52	522,852.28	43.54%
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00%
90 - CAPITAL OUTLAY	307,000.00	450,622.44	0.00	449,824.15	798.29	99.82%
Department: 301 - PUBLIC WORKS Total:	1,782,844.57	2,315,986.51	92,080.28	1,434,371.50	881,615.01	61.93%
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	135,200.00	135,200.00	11,816.49	95,271.66	39,928.34	70.47%
Department: 653 - ECONOMIC DEVELOPMENT Total:	135,200.00	135,200.00	11,816.49	95,271.66	39,928.34	70.47%

Budget Report

For Fiscal: 2022-2023 Period Ending 07/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 800 - DEBT						
80 - DEBT SERVICE	184,449.99	184,449.99	475.00	179,773.48	4,676.51	97.46%
Department: 800 - DEBT Total:	184,449.99	184,449.99	475.00	179,773.48	4,676.51	97.46%
Department: 900 - INTERFUND TRANSACTIONS						
95 - INTERFUND TRANSFERS OUT	400,000.00	400,000.00	0.00	544,554.40	-144,554.40	136.14%
Department: 900 - INTERFUND TRANSACTIONS Total:	400,000.00	400,000.00	0.00	544,554.40	-144,554.40	136.14%
Expense Total:	5,368,790.35	6,086,876.65	370,286.88	4,552,400.18	1,534,476.47	74.79%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-250,640.35	-968,726.65	-99,117.13	378,152.15	1,346,878.80	-39.04%
Fund: 004 - CONTEGENCY FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
38 - INTERFUND TRANSFERS IN	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Revenue Total:	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Fund: 004 - CONTEGENCY FUND Total:	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Fund: 104 - MS Infrastructure Modernization Fund						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	400,000.00	400,000.00	271,906.31	537,502.99	137,502.99	134.38%
34 - MISCELLANEOUS REVENUE	125.00	125.00	1,536.95	11,449.72	11,324.72	9,159.78%
Department: 000 - NON DEPARTMENTAL Total:	400,125.00	400,125.00	273,443.26	548,952.71	148,827.71	137.20%
Revenue Total:	400,125.00	400,125.00	273,443.26	548,952.71	148,827.71	137.20%
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	0.00	0.00	0.00	18,537.50	-18,537.50	0.00%
90 - CAPITAL OUTLAY	0.00	0.00	0.00	175,427.05	-175,427.05	0.00%
Department: 301 - PUBLIC WORKS Total:	0.00	0.00	0.00	193,964.55	-193,964.55	0.00%
Department: 800 - DEBT						
60 - CONTRACTUAL SERVICES	0.00	0.00	0.00	2,556.30	-2,556.30	0.00%
80 - DEBT SERVICE	400,125.00	400,125.00	0.00	478,493.66	-78,368.66	119.59%
Department: 800 - DEBT Total:	400,125.00	400,125.00	0.00	481,049.96	-80,924.96	120.22%
Expense Total:	400,125.00	400,125.00	0.00	675,014.51	-274,889.51	168.70%
Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit)	0.00	0.00	273,443.26	-126,061.80	-126,061.80	0.00%
Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00%
Revenue Total:	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00%
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	300,000.00	300,000.00	0.00	-33,589.00	333,589.00	-11.20%
90 - CAPITAL OUTLAY	1,550,000.00	1,550,000.00	0.00	0.00	1,550,000.00	0.00%
Department: 653 - ECONOMIC DEVELOPMENT Total:	1,850,000.00	1,850,000.00	0.00	-33,589.00	1,883,589.00	-1.82%
Expense Total:	1,850,000.00	1,850,000.00	0.00	-33,589.00	1,883,589.00	-1.82%
Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District Surplus	0.00	0.00	0.00	33,589.00	33,589.00	0.00%
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	490,000.00	490,000.00	0.00	0.00	-490,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	490,000.00	490,000.00	0.00	0.00	-490,000.00	0.00%
Revenue Total:	490,000.00	490,000.00	0.00	0.00	-490,000.00	0.00%

Budget Report

For Fiscal: 2022-2023 Period Ending 07/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
90 - CAPITAL OUTLAY	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00%
Department: 653 - ECONOMIC DEVELOPMENT Total:	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00%
Expense Total:	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00%
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2 Surpl	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 158 - Grant - Tidelands FY21/22 Noma Drive Public Access						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	726,872.59	726,872.59	0.00	0.00	-726,872.59	0.00%
Department: 000 - NON DEPARTMENTAL Total:	726,872.59	726,872.59	0.00	0.00	-726,872.59	0.00%
Revenue Total:	726,872.59	726,872.59	0.00	0.00	-726,872.59	0.00%
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	46,872.59	46,872.59	2,570.00	40,436.61	6,435.98	86.27%
90 - CAPITAL OUTLAY	680,000.00	680,000.00	29,755.70	43,489.10	636,510.90	6.40%
Department: 000 - NON DEPARTMENTAL Total:	726,872.59	726,872.59	32,325.70	83,925.71	642,946.88	11.55%
Expense Total:	726,872.59	726,872.59	32,325.70	83,925.71	642,946.88	11.55%
Fund: 158 - Grant - Tidelands FY21/22 Noma Drive Public Access S	0.00	0.00	-32,325.70	-83,925.71	-83,925.71	0.00%
Fund: 159 - Grant - GOMESA Marsh Erosion Prevention						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	495,000.00	495,000.00	0.00	0.00	-495,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	495,000.00	495,000.00	0.00	0.00	-495,000.00	0.00%
Revenue Total:	495,000.00	495,000.00	0.00	0.00	-495,000.00	0.00%
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	495,000.00	495,000.00	2,835.00	27,095.00	467,905.00	5.47%
90 - CAPITAL OUTLAY	0.00	0.00	167,840.61	566,838.90	-566,838.90	0.00%
Department: 000 - NON DEPARTMENTAL Total:	495,000.00	495,000.00	170,675.61	593,933.90	-98,933.90	119.99%
Expense Total:	495,000.00	495,000.00	170,675.61	593,933.90	-98,933.90	119.99%
Fund: 159 - Grant - GOMESA Marsh Erosion Prevention Surplus (D	0.00	0.00	-170,675.61	-593,933.90	-593,933.90	0.00%
Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	149,000.00	149,000.00	0.00	0.00	-149,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	149,000.00	149,000.00	0.00	0.00	-149,000.00	0.00%
Revenue Total:	149,000.00	149,000.00	0.00	0.00	-149,000.00	0.00%
Expense						
Department: 550 - RECREATION						
60 - CONTRACTUAL SERVICES	28,750.00	28,750.00	0.00	21,250.00	7,500.00	73.91%
90 - CAPITAL OUTLAY	120,250.00	120,250.00	0.00	0.00	120,250.00	0.00%
Department: 550 - RECREATION Total:	149,000.00	149,000.00	0.00	21,250.00	127,750.00	14.26%
Expense Total:	149,000.00	149,000.00	0.00	21,250.00	127,750.00	14.26%
Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk Surplus (Defi	0.00	0.00	0.00	-21,250.00	-21,250.00	0.00%
Fund: 401 - SOLID WASTE FUND						
Revenue						
Department: 322 - WASTE COLLECTION						
28 - CHARGES FOR GOVERNMENTAL SERVICES	620,000.00	620,000.00	28,997.90	581,474.72	-38,525.28	93.79%
34 - MISCELLANEOUS REVENUE	250.00	250.00	985.35	8,793.19	8,543.19	3,517.28%
Department: 322 - WASTE COLLECTION Total:	620,250.00	620,250.00	29,983.25	590,267.91	-29,982.09	95.17%
Revenue Total:	620,250.00	620,250.00	29,983.25	590,267.91	-29,982.09	95.17%

Budget Report

For Fiscal: 2022-2023 Period Ending 9/30/2023

Item No. b.

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 322 - WASTE COLLECTION						
60 - CONTRACTUAL SERVICES	723,840.00	723,840.00	64,260.66	642,927.98	80,912.02	88.82%
Department: 322 - WASTE COLLECTION Total:	723,840.00	723,840.00	64,260.66	642,927.98	80,912.02	88.82%
Expense Total:	723,840.00	723,840.00	64,260.66	642,927.98	80,912.02	88.82%
Fund: 401 - SOLID WASTE FUND Surplus (Deficit):	-103,590.00	-103,590.00	-34,277.41	-52,660.07	50,929.93	50.84%
Report Surplus (Deficit):	-354,230.35	-1,072,316.65	-62,952.59	1,533,909.67	2,606,226.32	-143.05%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-250,640.35	-968,726.65	-99,117.13	378,152.15	1,346,878.80
004 - CONTEGENCY FUND	0.00	0.00	0.00	2,000,000.00	2,000,000.00
104 - MS Infrastructure Moderniz:	0.00	0.00	273,443.26	-126,061.80	-126,061.80
156 - Grant- GCRF-MDA FY2020 C	0.00	0.00	0.00	33,589.00	33,589.00
157 - Grant- GRPC - East Aloha Im	0.00	0.00	0.00	0.00	0.00
158 - Grant - Tidelands FY21/22 N	0.00	0.00	-32,325.70	-83,925.71	-83,925.71
159 - Grant - GOMESA Marsh Ero:	0.00	0.00	-170,675.61	-593,933.90	-593,933.90
160 - Grant - DMR - Twin Lakes Pi	0.00	0.00	0.00	-21,250.00	-21,250.00
401 - SOLID WASTE FUND	-103,590.00	-103,590.00	-34,277.41	-52,660.07	50,929.93
Report Surplus (Deficit):	-354,230.35	-1,072,316.65	-62,952.59	1,533,909.67	2,606,226.32

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statements
Coversheet to Monthly Budget Report
For the Month Ended August 31, 2023

ALL FUNDS HIGHLIGHTS

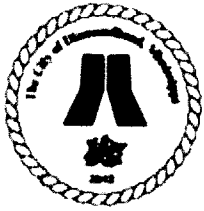
*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
	Total YTD Revenue	\$ 14,142,652	\$ 10,027,791
	Total Budget	\$ 19,526,777	\$ 16,986,867
	% Actual to Budget	72.4%	
	Current Month % to Fiscal Year	91.7%	91.7%
*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
	Total YTD Expenses Actual Activity	\$ 7,856,248	\$ 9,348,246
	Total YTD Expenses Activity w/ Encumbrances	\$ 17,350,629	\$ 11,364,846
	Total Budget	\$ 23,149,433	\$ 20,001,668
	% Actual to Budget	33.9%	
	% Actual w/ Encumbrances to Budget	75.0%	
	Current Month % to Fiscal Year	91.7%	91.7%

* Excludes Other Financing Sources and Uses

Depository Account Balances as of: August 31, 2023

General Bank Acct:	\$ 9,001,947	Unrestricted	\$ 5,346,972
Accounts Payable Clearing:	(8,362)	Fiduciary Fund	22,502
Payroll Clearing:	81,895	Solid Waste	254,128
Contingency Operating Fund:	2,126,138	Grant Funds	982,803
		MS Infrastructure	202,761
		Amer Rescue & F	81,895
		GO BONDS 2022	4,310,558
TOTAL	\$ 11,201,618		\$ 11,201,618

Fund Activity	<u>YTD Actual</u>	<u>YTD Actual w/ Encumbrances</u>	<u>Total Current Budget</u>
001 - General Fund	\$ 170,201	\$ (180,018)	\$ (968,727)
104 - MS Infrastructure Modernization Fund	\$ (128,828)	\$ 69,449	\$ -
113 - Grant - GRPC Multi Modal Path	\$ -	\$ -	\$ -
115 - Grant- Tidelands FY20 Rotten Bayou P	\$ (19,510)	\$ -	\$ -
117 - Grant- MDA-SMLP East Aloha Improve	\$ (35,196)	\$ (1,198)	\$ (527)
156 - Grant- GCRF-MDA FY2020 Commerci	\$ 33,589	\$ (1,167,725)	\$ -
157 - Grant- GRPC - East Aloha Improvemer	\$ -	\$ -	\$ -
158 - Grant - Tidelands FY21/22 Noma Drive	\$ (111,080)	\$ (391,742)	\$ -
159 - Grant - GOMESA Marsh Erosion Preve	\$ (98,934)	\$ (328,122)	\$ -
160 - Grant - DMR - Twin Lakes Pier/Boardw	\$ (21,250)	\$ -	\$ -
161 - Grant - GCRF-MDA FY2021 COMMERC	\$ (137,881)	\$ (1,835,543)	\$ (400,000)
162 - Grant-GOMESA FY22 -Coon Branch Pi	\$ (6,922)	\$ (291,850)	\$ -
190 - American Rescue & Recovery Act	\$ (167,659)	\$ (230,337)	\$ (2,149,813)
302 - FY22 BOND ISSUE	\$ 4,309,558	\$ 803,535	\$ -
401 - Solid Waste Fund	\$ (235)	\$ (235)	\$ (103,590)
TOTAL Surplus (Deficit)	\$ 3,785,854	\$ (3,553,787)	\$ (3,622,657)



City of Diamondhead, MS

Item No.c

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
20 - TAXES	3,068,500.00	3,068,500.00	74,176.34	2,950,033.56	-118,466.44	96.14%
22 - LICENSES AND PERMITS	470,750.00	470,750.00	13,973.75	461,331.63	-9,418.37	98.00%
23 - INTERGOVERNMENTAL REVENUES	1,502,700.00	1,502,700.00	101,725.53	1,518,263.46	15,563.46	101.04%
28 - CHARGES FOR GOVERNMENTAL SERVICES	500.00	500.00	112.88	1,849.77	1,349.77	369.95%
33 - FINES & FORFEITS	35,000.00	35,000.00	3,026.50	21,266.76	-13,733.24	60.76%
34 - MISCELLANEOUS REVENUE	40,700.00	40,700.00	21,430.96	192,253.11	151,553.11	472.37%
Department: 000 - NON DEPARTMENTAL Total:	5,118,150.00	5,118,150.00	214,445.96	5,144,998.29	26,848.29	100.52%
Revenue Total:	5,118,150.00	5,118,150.00	214,445.96	5,144,998.29	26,848.29	100.52%
Expense						
Department: 100 - LEGISLATIVE - COUNCIL						
40 - PERSONNEL SERVICES	43,060.00	38,060.00	3,139.78	34,555.53	3,504.47	90.79%
50 - SUPPLIES	500.00	500.00	0.00	54.00	446.00	10.80%
60 - CONTRACTUAL SERVICES	14,200.00	14,200.00	2,100.00	6,227.83	7,972.17	43.86%
Department: 100 - LEGISLATIVE - COUNCIL Total:	57,760.00	52,760.00	5,239.78	40,837.36	11,922.64	77.40%
Department: 110 - COURT						
40 - PERSONNEL SERVICES	140,242.03	131,739.03	6,790.23	93,364.14	38,374.89	70.87%
50 - SUPPLIES	2,500.00	2,500.00	198.68	1,284.35	1,215.65	51.37%
60 - CONTRACTUAL SERVICES	59,350.00	59,350.00	3,166.20	41,907.33	17,442.67	70.61%
Department: 110 - COURT Total:	202,092.03	193,589.03	10,155.11	136,555.82	57,033.21	70.54%
Department: 140 - GENERAL ADMINISTRATION						
40 - PERSONNEL SERVICES	399,075.79	356,455.79	24,923.19	287,340.27	69,115.52	80.61%
50 - SUPPLIES	32,450.00	32,450.00	647.58	10,889.49	21,560.51	33.56%
60 - CONTRACTUAL SERVICES	454,440.00	581,488.75	30,892.48	492,973.40	88,515.35	84.78%
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	49,800.00	57,300.00	0.00	57,300.00	0.00	100.00%
90 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	8,100.00	-6,100.00	405.00%
Department: 140 - GENERAL ADMINISTRATION Total:	937,765.79	1,029,694.54	56,463.25	856,603.16	173,091.38	83.19%
Department: 200 - POLICE - PUBLIC SAFETY						
50 - SUPPLIES	81,450.00	81,450.00	4,906.27	51,257.57	30,192.43	62.93%
60 - CONTRACTUAL SERVICES	989,786.10	989,786.10	110,949.13	934,860.22	54,925.88	94.45%
90 - CAPITAL OUTLAY	103,000.00	182,860.61	5,920.44	163,238.01	19,622.60	89.27%
Department: 200 - POLICE - PUBLIC SAFETY Total:	1,174,236.10	1,254,096.71	121,775.84	1,149,355.80	104,740.91	91.65%
Department: 280 - BUILDING AND ZONING						
40 - PERSONNEL SERVICES	326,932.87	326,932.87	25,181.27	245,589.91	81,342.96	75.12%
50 - SUPPLIES	7,650.00	7,650.00	306.14	3,568.48	4,081.52	46.65%
60 - CONTRACTUAL SERVICES	159,859.00	186,517.00	19,366.59	104,406.59	82,110.41	55.98%
Department: 280 - BUILDING AND ZONING Total:	494,441.87	521,099.87	44,854.00	353,564.98	167,534.89	67.85%
Department: 301 - PUBLIC WORKS						
40 - PERSONNEL SERVICES	836,438.67	771,438.67	47,899.21	535,716.54	235,722.13	69.44%
50 - SUPPLIES	163,800.00	164,803.60	17,930.21	111,390.71	53,412.89	67.59%
60 - CONTRACTUAL SERVICES	472,605.90	926,121.80	68,082.03	474,351.55	451,770.25	51.22%
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00%
90 - CAPITAL OUTLAY	307,000.00	450,622.44	41,063.45	490,887.60	-40,265.16	108.94%
Department: 301 - PUBLIC WORKS Total:	1,782,844.57	2,315,986.51	174,974.90	1,612,346.40	703,640.11	69.62%
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	135,200.00	135,200.00	5,458.97	100,730.63	34,469.37	74.50%
Department: 653 - ECONOMIC DEVELOPMENT Total:	135,200.00	135,200.00	5,458.97	100,730.63	34,469.37	74.50%

Budget Report

Item No.c

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 800 - DEBT						
80 - DEBT SERVICE	184,449.99	184,449.99	475.00	180,248.48	4,201.51	97.72%
Department: 800 - DEBT Total:	184,449.99	184,449.99	475.00	180,248.48	4,201.51	97.72%
Department: 900 - INTERFUND TRANSACTIONS						
95 - INTERFUND TRANSFERS OUT	400,000.00	400,000.00	0.00	544,554.40	-144,554.40	136.14%
Department: 900 - INTERFUND TRANSACTIONS Total:	400,000.00	400,000.00	0.00	544,554.40	-144,554.40	136.14%
Expense Total:	5,368,790.35	6,086,876.65	419,396.85	4,974,797.03	1,112,079.62	81.73%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-250,640.35	-968,726.65	-204,950.89	170,201.26	1,138,927.91	-17.57%
Fund: 004 - CONTEGENCY FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
38 - INTERFUND TRANSFERS IN	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Revenue Total:	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Fund: 004 - CONTEGENCY FUND Total:	0.00	0.00	0.00	2,000,000.00	2,000,000.00	0.00%
Fund: 104 - MS Infrastructure Modernization Fund						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	400,000.00	400,000.00	0.00	537,502.99	137,502.99	134.38%
34 - MISCELLANEOUS REVENUE	125.00	125.00	1,546.21	12,995.93	12,870.93	10,396.74%
Department: 000 - NON DEPARTMENTAL Total:	400,125.00	400,125.00	1,546.21	550,498.92	150,373.92	137.58%
Revenue Total:	400,125.00	400,125.00	1,546.21	550,498.92	150,373.92	137.58%
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	0.00	0.00	4,312.50	22,850.00	-22,850.00	0.00%
90 - CAPITAL OUTLAY	0.00	0.00	0.00	175,427.05	-175,427.05	0.00%
Department: 301 - PUBLIC WORKS Total:	0.00	0.00	4,312.50	198,277.05	-198,277.05	0.00%
Department: 800 - DEBT						
60 - CONTRACTUAL SERVICES	0.00	0.00	0.00	2,556.30	-2,556.30	0.00%
80 - DEBT SERVICE	400,125.00	400,125.00	0.00	478,493.66	-78,368.66	119.59%
Department: 800 - DEBT Total:	400,125.00	400,125.00	0.00	481,049.96	-80,924.96	120.22%
Expense Total:	400,125.00	400,125.00	4,312.50	679,327.01	-279,202.01	169.78%
Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit)	0.00	0.00	-2,766.29	-128,828.09	-128,828.09	0.00%
Fund: 113 - Grant - GRPC Multi Modal Path						
Revenue						
Department: 550 - RECREATION						
23 - INTERGOVERNMENTAL REVENUES	80,000.00	80,000.00	0.00	0.00	-80,000.00	0.00%
Department: 550 - RECREATION Total:	80,000.00	80,000.00	0.00	0.00	-80,000.00	0.00%
Revenue Total:	80,000.00	80,000.00	0.00	0.00	-80,000.00	0.00%
Expense						
Department: 550 - RECREATION						
90 - CAPITAL OUTLAY	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00%
Department: 550 - RECREATION Total:	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00%
Expense Total:	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00%
Fund: 113 - Grant - GRPC Multi Modal Path Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	556,878.94	556,878.94	0.00	0.00	-556,878.94	0.00%
Department: 000 - NON DEPARTMENTAL Total:	556,878.94	556,878.94	0.00	0.00	-556,878.94	0.00%
Revenue Total:	556,878.94	556,878.94	0.00	0.00	-556,878.94	0.00%

Budget Report

Item No.c.

For Fiscal: 2022-2023 Period Ending: 08/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	42,402.00	42,402.00	0.00	19,509.50	22,892.50	46.01%
90 - CAPITAL OUTLAY	514,476.94	514,476.94	0.00	0.00	514,476.94	0.00%
Department: 000 - NON DEPARTMENTAL Total:	556,878.94	556,878.94	0.00	19,509.50	537,369.44	3.50%
Expense Total:	556,878.94	556,878.94	0.00	19,509.50	537,369.44	3.50%
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access Surp	0.00	0.00	0.00	-19,509.50	-19,509.50	0.00%
Fund: 117 - Grant- MDA-SMLP East Aloha Improvement						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	150,000.00	150,000.00	0.00%
38 - INTERFUND TRANSFERS IN	0.00	0.00	0.00	-155,445.60	-155,445.60	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	-5,445.60	-5,445.60	0.00%
Revenue Total:	0.00	0.00	0.00	-5,445.60	-5,445.60	0.00%
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	0.00	526.81	0.00	-4,247.26	4,774.07	-806.22%
90 - CAPITAL OUTLAY	0.00	0.00	0.00	33,997.31	-33,997.31	0.00%
Department: 301 - PUBLIC WORKS Total:	0.00	526.81	0.00	29,750.05	-29,223.24	5,647.21%
Expense Total:	0.00	526.81	0.00	29,750.05	-29,223.24	5,647.21%
Fund: 117 - Grant- MDA-SMLP East Aloha Improvement Surplus (D	0.00	-526.81	0.00	-35,195.65	-34,668.84	6,680.90%
Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00%
Revenue Total:	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00%
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	300,000.00	300,000.00	0.00	-33,589.00	333,589.00	-11.20%
90 - CAPITAL OUTLAY	1,550,000.00	1,550,000.00	0.00	0.00	1,550,000.00	0.00%
Department: 653 - ECONOMIC DEVELOPMENT Total:	1,850,000.00	1,850,000.00	0.00	-33,589.00	1,883,589.00	-1.82%
Expense Total:	1,850,000.00	1,850,000.00	0.00	-33,589.00	1,883,589.00	-1.82%
Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District Surplus	0.00	0.00	0.00	33,589.00	33,589.00	0.00%
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	490,000.00	490,000.00	0.00	0.00	-490,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	490,000.00	490,000.00	0.00	0.00	-490,000.00	0.00%
Revenue Total:	490,000.00	490,000.00	0.00	0.00	-490,000.00	0.00%
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
90 - CAPITAL OUTLAY	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00%
Department: 653 - ECONOMIC DEVELOPMENT Total:	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00%
Expense Total:	490,000.00	490,000.00	0.00	0.00	490,000.00	0.00%
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2 Surpl	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 158 - Grant - Tidelands FY21/22 Noma Drive Public Access						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	726,872.59	726,872.59	0.00	0.00	-726,872.59	0.00%
Department: 000 - NON DEPARTMENTAL Total:	726,872.59	726,872.59	0.00	0.00	-726,872.59	0.00%
Revenue Total:	726,872.59	726,872.59	0.00	0.00	-726,872.59	0.00%

Budget Report

For Fiscal: 2022-2023 Period Ending 06/30/2023

Item No.c

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	46,872.59	46,872.59	3,687.50	44,124.11	2,748.48	94.14%
90 - CAPITAL OUTLAY	680,000.00	680,000.00	23,466.90	66,956.00	613,044.00	9.85%
Department: 000 - NON DEPARTMENTAL Total:	726,872.59	726,872.59	27,154.40	111,080.11	615,792.48	15.28%
Expense Total:	726,872.59	726,872.59	27,154.40	111,080.11	615,792.48	15.28%
Fund: 158 - Grant - Tidelands FY21/22 Noma Drive Public Access S	0.00	0.00	-27,154.40	-111,080.11	-111,080.11	0.00%
Fund: 159 - Grant - GOMESA Marsh Erosion Prevention						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	495,000.00	495,000.00	495,000.00	495,000.00	0.00	100.00%
Department: 000 - NON DEPARTMENTAL Total:	495,000.00	495,000.00	495,000.00	495,000.00	0.00	100.00%
Revenue Total:	495,000.00	495,000.00	495,000.00	495,000.00	0.00	100.00%
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	495,000.00	495,000.00	0.00	27,095.00	467,905.00	5.47%
90 - CAPITAL OUTLAY	0.00	0.00	0.00	566,838.90	-566,838.90	0.00%
Department: 000 - NON DEPARTMENTAL Total:	495,000.00	495,000.00	0.00	593,933.90	-98,933.90	119.99%
Expense Total:	495,000.00	495,000.00	0.00	593,933.90	-98,933.90	119.99%
Fund: 159 - Grant - GOMESA Marsh Erosion Prevention Surplus (D	0.00	0.00	495,000.00	-98,933.90	-98,933.90	0.00%
Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	149,000.00	149,000.00	0.00	0.00	-149,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	149,000.00	149,000.00	0.00	0.00	-149,000.00	0.00%
Revenue Total:	149,000.00	149,000.00	0.00	0.00	-149,000.00	0.00%
Expense						
Department: 550 - RECREATION						
60 - CONTRACTUAL SERVICES	28,750.00	28,750.00	0.00	21,250.00	7,500.00	73.91%
90 - CAPITAL OUTLAY	120,250.00	120,250.00	0.00	0.00	120,250.00	0.00%
Department: 550 - RECREATION Total:	149,000.00	149,000.00	0.00	21,250.00	127,750.00	14.26%
Expense Total:	149,000.00	149,000.00	0.00	21,250.00	127,750.00	14.26%
Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk Surplus (Defi	0.00	0.00	0.00	-21,250.00	-21,250.00	0.00%
Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Revenue Total:	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	370,000.00	370,000.00	32,343.00	137,881.25	232,118.75	37.27%
90 - CAPITAL OUTLAY	2,030,000.00	2,030,000.00	0.00	0.00	2,030,000.00	0.00%
Department: 653 - ECONOMIC DEVELOPMENT Total:	2,400,000.00	2,400,000.00	32,343.00	137,881.25	2,262,118.75	5.75%
Expense Total:	2,400,000.00	2,400,000.00	32,343.00	137,881.25	2,262,118.75	5.75%
Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT Sur	-400,000.00	-400,000.00	-32,343.00	-137,881.25	262,118.75	34.47%

Budget Report

Item No.c.

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects						
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	0.00	0.00	0.00	6,922.00	-6,922.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	6,922.00	-6,922.00	0.00%
Expense Total:	0.00	0.00	0.00	6,922.00	-6,922.00	0.00%
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects Total:	0.00	0.00	0.00	6,922.00	-6,922.00	0.00%
Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project						
Revenue						
Department: 000 - NON DEPARTMENTAL						
38 - INTERFUND TRANSFERS IN	0.00	0.00	0.00	300,000.00	300,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	300,000.00	300,000.00	0.00%
Revenue Total:	0.00	0.00	0.00	300,000.00	300,000.00	0.00%
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	0.00	0.00	49,925.00	114,100.00	-114,100.00	0.00%
Department: 653 - ECONOMIC DEVELOPMENT Total:	0.00	0.00	49,925.00	114,100.00	-114,100.00	0.00%
Expense Total:	0.00	0.00	49,925.00	114,100.00	-114,100.00	0.00%
Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project Surplus (D)	0.00	0.00	-49,925.00	185,900.00	185,900.00	0.00%
Fund: 164 - Grant - GCRF MDA FY23 Commercial District						
Revenue						
Department: 000 - NON DEPARTMENTAL						
38 - INTERFUND TRANSFERS IN	0.00	0.00	0.00	400,000.00	400,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	400,000.00	400,000.00	0.00%
Revenue Total:	0.00	0.00	0.00	400,000.00	400,000.00	0.00%
Fund: 164 - Grant - GCRF MDA FY23 Commercial District Total:	0.00	0.00	0.00	400,000.00	400,000.00	0.00%
Fund: 190 - American Rescue & Recovery Act						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	2,000,000.00	0.00	0.00	0.00	0.00	0.00%
34 - MISCELLANEOUS REVENUE	500.00	500.00	0.00	55,411.87	54,911.87	11,082.37%
Department: 000 - NON DEPARTMENTAL Total:	2,000,500.00	500.00	0.00	55,411.87	54,911.87	11,082.37%
Revenue Total:	2,000,500.00	500.00	0.00	55,411.87	54,911.87	11,082.37%
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	60,010.00	209,823.37	3,600.00	137,373.05	72,450.32	65.47%
90 - CAPITAL OUTLAY	1,940,490.00	1,940,490.00	0.00	85,697.91	1,854,792.09	4.42%
Department: 000 - NON DEPARTMENTAL Total:	2,000,500.00	2,150,313.37	3,600.00	223,070.96	1,927,242.41	10.37%
Expense Total:	2,000,500.00	2,150,313.37	3,600.00	223,070.96	1,927,242.41	10.37%
Fund: 190 - American Rescue & Recovery Act Surplus (Deficit):	0.00	-2,149,813.37	-3,600.00	-167,659.09	1,982,154.28	7.80%
Fund: 191 - Hancock County Match Bank Stabilization						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	0.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Revenue Total:	0.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00%
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	0.00	626,000.00	57,750.00	81,750.00	544,250.00	13.06%
90 - CAPITAL OUTLAY	0.00	1,374,000.00	0.00	0.00	1,374,000.00	0.00%

Budget Report

For Fiscal: 2022-2023 Period Ending 06/30/2023

Item No.c

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 000 - NON DEPARTMENTAL Total:	0.00	2,000,000.00	57,750.00	81,750.00	1,918,250.00	4.09%
Expense Total:	0.00	2,000,000.00	57,750.00	81,750.00	1,918,250.00	4.09%
Fund: 191 - Hancock County Match Bank Stabilization Surplus (De	0.00	0.00	-57,750.00	-81,750.00	-81,750.00	0.00%
Fund: 192 - ARPA Match - STATE OF MS						
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	0.00	0.00	3,600.00	3,600.00	-3,600.00	0.00%
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	3,600.00	3,600.00	-3,600.00	0.00%
Expense Total:	0.00	0.00	3,600.00	3,600.00	-3,600.00	0.00%
Fund: 192 - ARPA Match - STATE OF MS Total:	0.00	0.00	3,600.00	3,600.00	-3,600.00	0.00%
Fund: 302 - FY22 BOND ISSUE						
Revenue						
Department: 000 - NON DEPARTMENTAL						
34 - MISCELLANEOUS REVENUE	40,000.00	40,000.00	0.00	154,662.96	114,662.96	386.66%
39 - NON REVENUE RECEIPTS	5,000,000.00	5,000,000.00	0.00	4,337,890.50	-662,109.50	86.76%
Department: 000 - NON DEPARTMENTAL Total:	5,040,000.00	5,040,000.00	0.00	4,492,553.46	-547,446.54	89.14%
Revenue Total:	5,040,000.00	5,040,000.00	0.00	4,492,553.46	-547,446.54	89.14%
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	290,000.00	639,610.00	1,000.00	182,995.00	456,615.00	28.61%
90 - CAPITAL OUTLAY	4,750,000.00	4,400,390.00	0.00	0.00	4,400,390.00	0.00%
Department: 301 - PUBLIC WORKS Total:	5,040,000.00	5,040,000.00	1,000.00	182,995.00	4,857,005.00	3.63%
Expense Total:	5,040,000.00	5,040,000.00	1,000.00	182,995.00	4,857,005.00	3.63%
Fund: 302 - FY22 BOND ISSUE Surplus (Deficit):	0.00	0.00	-1,000.00	4,309,558.46	4,309,558.46	0.00%
Fund: 401 - SOLID WASTE FUND						
Revenue						
Department: 322 - WASTE COLLECTION						
28 - CHARGES FOR GOVERNMENTAL SERVICES	620,000.00	620,000.00	118,375.64	699,850.36	79,850.36	112.88%
34 - MISCELLANEOUS REVENUE	250.00	250.00	991.29	9,784.48	9,534.48	3,913.79%
Department: 322 - WASTE COLLECTION Total:	620,250.00	620,250.00	119,366.93	709,634.84	89,384.84	114.41%
Revenue Total:	620,250.00	620,250.00	119,366.93	709,634.84	89,384.84	114.41%
Expense						
Department: 322 - WASTE COLLECTION						
60 - CONTRACTUAL SERVICES	723,840.00	723,840.00	66,941.99	709,869.97	13,970.03	98.07%
Department: 322 - WASTE COLLECTION Total:	723,840.00	723,840.00	66,941.99	709,869.97	13,970.03	98.07%
Expense Total:	723,840.00	723,840.00	66,941.99	709,869.97	13,970.03	98.07%
Fund: 401 - SOLID WASTE FUND Surplus (Deficit):	-103,590.00	-103,590.00	52,424.94	-235.13	103,354.87	0.23%
Report Surplus (Deficit):	-754,230.35	-3,622,656.83	164,335.36	6,286,404.00	9,909,060.83	-173.53%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-250,640.35	-968,726.65	-204,950.89	170,201.26	1,138,927.91
004 - CONTEGENCY FUND	0.00	0.00	0.00	2,000,000.00	2,000,000.00
104 - MS Infrastructure Moderniz:	0.00	0.00	-2,766.29	-128,828.09	-128,828.09
113 - Grant - GRPC Multi Modal P:	0.00	0.00	0.00	0.00	0.00
115 - Grant- Tidelands FY20 Rotte	0.00	0.00	0.00	-19,509.50	-19,509.50
117 - Grant- MDA-SMLP East Aloha	0.00	-526.81	0.00	-35,195.65	-34,668.84
156 - Grant- GCRF-MDA FY2020 C	0.00	0.00	0.00	33,589.00	33,589.00
157 - Grant- GRPC - East Aloha Im	0.00	0.00	0.00	0.00	0.00
158 - Grant - Tidelands FY21/22 N	0.00	0.00	-27,154.40	-111,080.11	-111,080.11
159 - Grant - GOMESA Marsh Eros	0.00	0.00	495,000.00	-98,933.90	-98,933.90
160 - Grant - DMR - Twin Lakes Pi	0.00	0.00	0.00	-21,250.00	-21,250.00
161 - Grant - GCRF-MDA FY2021 C	-400,000.00	-400,000.00	-32,343.00	-137,881.25	262,118.75
162 - Grant-GOMESA FY22 -Coon	0.00	0.00	0.00	-6,922.00	-6,922.00
163 - Grant - GCRF-MDA FY22 Noi	0.00	0.00	-49,925.00	185,900.00	185,900.00
164 - Grant - GCRF MDA FY23 Con	0.00	0.00	0.00	400,000.00	400,000.00
190 - American Rescue & Recover	0.00	-2,149,813.37	-3,600.00	-167,659.09	1,982,154.28
191 - Hancock County Match Ban	0.00	0.00	-57,750.00	-81,750.00	-81,750.00
192 - ARPA Match - STATE OF MS	0.00	0.00	-3,600.00	-3,600.00	-3,600.00
302 - FY22 BOND ISSUE	0.00	0.00	-1,000.00	4,309,558.46	4,309,558.46
401 - SOLID WASTE FUND	-103,590.00	-103,590.00	52,424.94	-235.13	103,354.87
Report Surplus (Deficit):	-754,230.35	-3,622,656.83	164,335.36	6,286,404.00	9,909,060.83