



Mayor Depreo	
Councilmember Maher	At-Large
Councilmember Finley	Ward 1
Councilmember Moran	Ward 2
Councilmember Sheppard	Ward 3
Councilmember Clark	Ward 4

## **AGENDA**

### **REGULAR MEETING OF THE CITY COUNCIL**

**Tuesday, November 02, 2021**

**6:00 PM CST**

Council Chambers, City Hall  
and via teleconference, if necessary

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#### **Call to Order.**

Invocation

Pledge of Allegiance

Confirm or Adjust Agenda Order

Roll Call

#### **Presentation Agenda.**

Council Comments.

- a. The next regular scheduled City Council Meeting will be November 16, 2021 at 6:00 p.m. in City Hall Council Chambers.
- b. The City of Diamondhead's Festival and BBQ Competition is scheduled for Saturday, November 13th from 10:00 a.m. to 7 p.m. at Harbor Circle.
- c. Ron Slade with Orion Planning - Aloha District Zoning & Urban Design Update
- d. Covington Civil & Environmental - Ben Benvenuti Town Center Roadway Project Update
- e. Update from Kyle Jones with Rostan Solutions.
- f. Koby Koulon - Pickering Firm - Makiki Drive Drainage Study Report

City Manager's Report.

Public Comments on Agenda Items.

#### **Policy Agenda.**

#### **Minutes:**

1. Motion to approve October 19, 2021 Minutes.

#### **Ordinances:**

2. **2021-356:** Motion to adopt Ordinance 2012-008.01 thereby adopting the 2018 Edition of the Family of the International Codes as published by the International Code Council including the adoption of the 2020 edition of the National Electric Code as published by the National Fire Protection Association.

#### **Resolutions:**

3. **2021-072:** Motion to approve the Investment Consulting and Advisory Agreement with Trinity Capital Services, approve to the Custody Agreement with Trustmark, adopt Resolution 2021-072

providing signatory authority to the City Manager and City Clerk with regards to matters relating to funds invested with Trustmark National Bank, N. A..

- 4. 2021-363:** Motion to adopt Resolution 2021-074 thereby concurring with The Planning Commission recommendation and approving the City of Diamondhead Text Amendment to require all new street names to be Hawaiian in the Subdivision Regulations (Ordinance Number 2020-001). The proposed text amendment shall add to the end of Article 308.7. "All other street names shall be Hawaiian". The Case File Number is 202100385.

#### **Consent Agenda:**

- 5. 2021-313:** Motion to authorize Master Service Agreement Work Assignment with Pickering Firm for Kolo Court Ditch Improvements and Culvert Replacement.
- 6. 2021-357:** Motion to accept the donation of services in the amount of \$549.00 from The Casano Law Firm, P.A. in relation to the City's acquisition of Lot #58 Kaimuki Court.
- 7. 2021-358:** Motion to authorize pursuant to Mississippi Code §21-19-57 a donation to the American Red Cross in the amount of \$500.
- 8. 2021-359:** Motion to authorize submittal of Permit Application to the Department of Marine Resources for the Noma Drive Public Access Improvements Project by Jason Chiniche.
- 9. 2021-361:** Motion to declare the State LESO Program Humvee Utility Truck (S/N230652) surplus and approve the transfer of same to Calhoun County Sheriff's Office.
- 10. 2021-362:** Motion to approve Master Service Agreement Work Assignments with Digital Engineering for GIS System Maintenance as needed not to exceed \$12,000 and Developer Plan/Spec Review services as needed not to exceed \$10,000.
- 11. 2021-364:** Motion to approve Master Service Agreement Work Assignment with Machado Patano in the amount not to exceed \$10,000 for Developer Plan/Spec Review services as needed.
- 12. 2021-365:** Motion to approve Change Order No. 3 in the amount of \$18,646.71 for the NRCS Channel Stabilization Project at Diamondhead Drive East and Alkii Way.
- 13. 2021-367:** Motion to approve Budget Amendments 2022-04, 2022-05 BA0060 and BA0060, BA0A0061, 2022-06 and 2022-07.
- 14. 2021-366:** Motion to approve Rostan Solutions, LLC Task Order No.4 in an amount not to exceed \$15,000 for Building Resilient Infrastructure and Communities (BRIC) FEMA Grant Application Development and Benefit Cost Analysis for the Turnberry Drainage Project.

#### **Action Agenda.**

- 15. 2021-000:** Motion to concur with the Planning Commission recommendation to deny David Dreher's application requesting a variance from the Zoning Ordinance (Article 4.18.3 D ii) to allow the construction of a roof over a concrete slab basketball court totaling 4875 sf. and 25' 6" high. This would be the second accessory building at this address. The property address is 8438 Kimo Court. The tax parcel number is 067M-1-35-175.000. The property is in an R-2 zoning district. The maximum square footage allowed for an accessory structure is 800 sf. The variance requested is 4,075 sf. The maximum height allowed is 25'. The variance requested is 6". There shall only be one accessory structure on a property. The variance requested is a second accessory building on this property. The Case File Number is 202100343.

**Routine Agenda.**

**Claims Payable**

- [16.](#) Motion to approve the Docket of Claims (Claims DKT158974- DKT159013) in the amount of \$113,943.00.

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

**Executive Session - If Necessary**

**Adjourn/Recess.**

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



Mayor Depreo	At	Item No. 1.
Councilmember Maher		
Councilmember Finley		Ward 1
Councilmember Moran		Ward 2
Councilmember Sheppard		Ward 3
Councilmember Clark		Ward 4

**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, October 19, 2021**  
**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 Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Alan Moran

Ward 3 Ricky Sheppard – present via teleconference

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to confirm and approve the agenda order.

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

**MOTION CARRIED UNANIMOUSLY**

**Presentation Agenda.**

Council Comments.

1. The next Regular Council Meeting will be held November 2, 2021 at 6:00 p.m. in Council Chambers at City Hall 5000 Diamondhead Circle.
2. Hancock County's Household Hazardous Waste Collection Event will be held Saturday, October 30, 2021 from 8:00 a.m. to 1:00 p.m. at the Hancock County Arena located at 4184 Kiln-Delisle Road.
3. The Diamondhead Festival and BBQ Competition will be held Saturday, November 13th from 10 am to 7 pm at Harbor Circle on the south side.

City Manager's Report.

1. Hurricane Ida Debris – Ashbritt has completed the debris clean up from Hurricane Ida. We drove the city yesterday and confirmed all piles from all yards were removed. Going forward, residents will have to utilize the bulky waste services of Waste Management as part of their weekly garbage collection services for shrubbery and other trash. The public works staff will not be picking this up since we do not have proper equipment or staff for this type of garbage collection. Residents



can bring up to 10 cubic yards of trash to the King Landfill every month for free. Any contractor doing work for residents are required to remove all trash/shrubbery.

2. Festival and BBQ Competition – The festival is scheduled for Saturday, November 13. Anyone interested in being sponsor, vendor, or BBQ team, please visit our website for information. There will be a sponsor party on Friday night. There will also be a prayer service for veterans at 10am on the 13<sup>th</sup> before the festival opens for music, food, and drinks. All are invited to this free event.
3. Hazardous Waste Collection Event – The hazardous waste collect event is Saturday, Oct 30 from 8am to 1pm. This is a free event for residents to bring things like tires, electronics, TVs and computers, paint, and other hazardous waste. Volunteers are needed to assist if anyone is interested in helping.
4. Police Cars – There is a motion to approve the purchase of 2 police cars using the State contract pricing. This is part of the FY22 budget.
5. Police Tasers - There is a motion to approve the lease purchase of police tasers with Axon as a sole source purchase. This is a 5-year term and is part of the FY22 budget.
6. Engineering Firms – Our team has reviewed the RFQs for the engineering firms. We recommend hiring Ben Benvenuti with Covington Engineer as the city engineer and to hire 6 firms for our master service agreement and the same 6 firms to be pre-qualified for Federal projects. If the council approves, we will begin negotiation for the monthly retainer rate for the city engineer and the rates for the pre-qualified firms for Federal Projects. The rates for the master service agreement are already set in that agreement.
7. Transunion Risk and Alternative Data Solutions – There is a motion to approve the subscription for the police for a monthly rate of \$100. This was included in the FY22 budget. This will assist police with investigations.
8. E. Aloha Improvements - I am asking for authorization to bid phase I of the improvements for E. Aloha Drive. This includes roadway improvement from curb to curb. This will create parallel parking along the road with bulb outs for landscaping. Phase 2 will add 10 ft. sidewalks on both sides of the road, decorative streetlights, landscaping, and benches. The goal is to make this a walkable main street for our community to enjoy and it is focused on detailed the urban design to make it a great place to hang out. Orion Planning was instrumental in working with Chinichi Engineering to design this project. Orion is also working to create a new zoning code for this area.
9. Landscape Culverts – I am asking the council to put a moratorium on the installation of landscape culverts in the city. This is often used by residents to cover the ditches in their front or side yards, but it can create drainage problems since it limits the amount of flow that can be conveyed in a ditch. We would like to discontinue permitting this until the city engineer can help develop a policy for this in the city.
10. Subdivision Regulations – After discussion with Covington Engineering who wrote the city subdivision regulation, we are recommending that we amend the regulation to require developers to design for a 100-year storm event regarding storm water drainage and storage. This agenda item will allow the administration to begin this text amendment process.
11. City Hall Parking Lot Improvements – The contractor will be mobilizing this week to begin construction on the city hall parking lot to improve ADA parking. They will fence off their work

area. Residents are asked to park in the administrative parking lot for meetings during construction. We will unlock the hallway doors to make it easy for people to get into the building.

12. MDOT Update on Exit 16 Improvements – Mayor Depreo to provide update.

Public Comments on Agenda Items - None.

**Policy Agenda.**

**Minutes:**

1. Motion to approve the October 5, 2021 Regular Meeting Minutes.

Motion made by Ward 1 Finley, Seconded by Ward 3 Sheppard to approve the October 5, 2021 Regular Meeting Minutes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 3 Sheppard, Ward 4 Clark. Abstained – Ward 2 Moran.

**MOTION CARRIED**

**Resolutions:**

2. **2021-338:** Motion to adopt Resolution 2021-071 thereby abandoning the drainage/utility easement on each side of the common property line between Lots 33 and 34, Devil's Elbow Phase 1 common property line between Lots 33 and 34,, Devil's Elbow (Condon/Prudhomme).

Motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard to adopt Resolution 2021-071 thereby abandoning the drainage/utility easement on each side of the common property line between Lots 33 and 34, Devil's Elbow Phase 1 common property line between Lots 33 and 34,, Devil's Elbow (Condon/Prudhomme).

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

**MOTION CARRIED UNANIMOUSLY**

**Consent Agenda:**

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

3. **2021-337:** Motion to approve Payment Application No. 2 in the amount of \$153,571.69 to Warren Paving, Inc. for the Roadway Improvements Phase 3 project.
4. **2021-339:** Motion to approve Payment Application No. 5 in the amount of \$52,146.79 to ERS, Inc. for NRCS Grant Channel Stabilization at Diamondhead Drive East at Alkii Way Project.
5. **2021-340:** Motion to approve payments to Pickering Firm in the amount of \$1,556.50 Makiki Drive Culvert Replacement, \$6,130.00 for NRCS Grant Channel Stabilization Diamomdhead Dr. at Alkii Way, \$2,108.68 Hilo Street Culvert Replacement, \$1,024.50 Kolo Court Drainage and \$660.55 Lily Pond Dredging.
6. **2021-341:** Motion to approve payments to Digital Engineering in the amount of \$2,110.00 Roadway Improvements Phase 3 and in the amount of \$262.50 for GIS Maintenance.
7. **2021-343:** Motion to approve Budget Amendments 2022-01, 2022-02 and 2022-03.

8. **2021-344:** Motion to approve the purchase of 2 Dodge Durangos for the Police Department through State Contract #8200059516 in the amount of \$30,699 each for a total purchase of \$61,398.
9. **2021-345:** Motion to enter into contract with Assumed Risk Band, LLC in the amount of \$1,000 for the Diamondhead Festival and BBQ Competition and further authorize the City Manager execute same.
10. **2021-347:** Motion to approve Lease Purchase Agreement with Axon as sole source purchase of tasers for the Police Department for a term of five (5) years with annual payments and authorizing the City Manager to execute the necessary documents all subject to legal counsel review and concurrence with contract.
11. **2021-348:** Motion to accept proposals and award Master Service Engineering Service Contracts, authorize City Manager to negotiate fees with selected Federal Program Engineering Firms and negotiate contract and retainer for City Engineer.
12. **2021-349:** Motion to approve subscription to Transunion Risk and Alternative Data Solutions, Inc. for the Police Department in the monthly amount of \$100.00.
13. **2021-350:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$37,500 for Stormwater Sub-Basin A Master Plan and \$14,355 for Turnberry Drainage Study Phase 2.
14. **2021-351:** Motion to approve payment to Machado-Patano in the amount of \$1,195 for developer plan/spec review services.
15. **2021-354:** Motion to authorize Master Service Agreement Work Assignment with Digital Engineering for Beau Vue II drainage study and project design.
16. **2021-355:** Motion to authorize for bids for East Aloha Improvements Phase 1, a Small Municipalities and Limited Population Grant Funded Project.

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

**MOTION CARRIED UNANIMOUSLY**

**Action Agenda.**

17. **2021-352:** Motion to place a moratorium on the use of landscape culverts in the City of Diamondhead effective immediately and until such time engineer review and new policy is created and approved by Council.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to place a moratorium on the use of landscape culverts in the City of Diamondhead effective immediately and until such time engineer review and new policy is created and approved by Council.

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

**MOTION CARRIED UNANIMOUSLY**

- 18. 2021-353:** Motion to authorize a public hearing before the Planning Commission to consider a text amendment to the Zoning Ordinance and Subdivision Regulations to design for a 100 year storm event regarding storm water drainage and storage.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to authorize a public hearing before the Planning Commission to consider a text amendment to the Zoning Ordinance and Subdivision Regulations to design for a 100 year storm event regarding storm water drainage and storage.

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

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

19. Motion to approve the Docket of Claims (DKT158913 -DKT158972) in the amount \$433,699.85.

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to approve the Docket of Claims (DKT158913 -DKT158972) in the amount \$433,699.85.

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

**MOTION CARRIED UNANIMOUSLY**

20. Motion to approve Payroll Payables Claims APPKT01607, PRCLAIM099, PRCLAIM100 and PRCLAIM101 for the month of September 2021.

Motion made by Ward 1 Finley, Seconded by Ward 3 Sheppard to approve Payroll Payables Claims APPKT01607, PRCLAIM099, PRCLAIM100 and PRCLAIM101 for the month of September 2021.

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

**MOTION CARRIED UNANIMOUSLY**

**Department Reports**

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to accept Department Reports and Financial Reports for the month of September 2021.

- a. Police Department  
Code Enforcement  
Building Department  
Privilege License
- b. Finance Report September 2021

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

**MOTION CARRIED UNANIMOUSLY**

**Public Comments on Non-Agenda Item – None.**

**Adjourn/Recess.**

At 6:46 p.m. and with no further business to come before the Council, Motion made by Ward 4 Clark, Seconded by Ward 2 Moran to adjourn.

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

**MOTION CARRIED UNANIMOUSLY**

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Nancy Depreo  
Mayor

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Jeannie Klein  
City Clerk

**AN ORDINANCE FOR ADOPTION OF  
THE FAMILY OF 2018 EDITION OF INTERNATIONAL BUILDING CODES  
AND NATIONAL ELECTRIC CODE , 2020 EDITION  
FOR THE CITY OF DIAMONDHEAD**

WHEREAS, the statues of the State of Mississippi, Section 19-5-9 of the Mississippi Code of 1972, as amended, empowered the City to enact construction codes published by a nationally recognized code group which sets minimum standards and has the proper provisions to maintain up-to-date amendments with minimum standard guides for building, plumbing, electrical, gas, sanitary, and other related codes in Mississippi; and

WHEREAS, an ordinance of the City of Diamondhead adopting The Family of International Building Codes, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures in the City of Diamondhead; providing for the issuance of permits and collection of fees therefore; and repealing all other ordinances and parts of the ordinances in conflict therewith.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Diamondhead, Mississippi, that the following The Family of International Building Codes and National Electric Code as herein below as follows:

**Section 1.** That The Family of International Building Codes and the National Electric Code one (1) copy in the Building Department, the City of Diamondhead being marked and designated as follows:

**International Building Code, 2018 edition**, including Appendix Chapters A, B, E, F, G, I, J, and K (see International Building Code Section 101.2.1, 2018 edition), as published by the International Code Council;

**International Residential Code, 2018 edition**, including Appendix Chapters A, B, C, D, E, H, J, M, O, and P (see International Residential Code Section R102.5, 2018 edition), as published by the International Code Council;

**International Mechanical Code, 2018 edition** as published by the International Code Council;

**International Plumbing Code, 2018 edition**, including Appendix Chapters C and E (see International Plumbing Code, Section 101.2, 2018 edition), as published by the International Code Council;

**International Fuel Gas Code, 2018 edition**, including Appendix Chapters A, B and C (see International Plumbing Code, Section 101.3, 2018 edition), as published by the International Code Council;

**International Swimming Pool and Spa Code 2018 edition**, as published by the International Code Council;

**International Existing Building Code 2018 edition**, including Appendix Chapters B and C (see International Existing Building Code Section 101.6, 2018 edition), as published by the International Code Council;

**International Property Maintenance Code, 2018 edition**, including Appendix Chapter A, as published by the International Code Council;

**International Fire Code, 2018 edition**, including Appendix Chapters A, B, C, D E, F, H, I, J, and K (see International Fire Code Section 101.2.1, 2018 edition), as published by the International Code Council;

**NFPA 70 National Electric Code, 2020 edition**, as published by the National Fire Protection Association, Inc.;

These codes are hereby adopted as the Building Codes of the City of Diamondhead, in the State of Mississippi for regulating and governing the conditions and maintenance of all property, building, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Codes on file in the Office of the City Clerk of the City of Diamondhead are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

**Section 2.** The following code sections are hereby revised:

### **International Building Code**

**1612.3 Establishment of flood hazard areas.** To establish flood hazard areas, the City Council has adopted a flood hazard map and supporting data. The flood hazard map includes, at a minimum, areas of a special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Diamondhead, Mississippi and Incorporated Areas," dated May 7, 2012, as amended or revised with the accompanying Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be a part of this section.

### **International Residential Code**

**R313 Automatic Fire Sprinkler Systems** ~~Delete~~ in its entirety.

**E3902.16 Arc-fault circuit-interrupter protection.** ~~Delete strike through.~~ Branch circuits that supply 120-volt, single-phase, 15- and 20-ampere outlets installed in ~~kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, laundry areas and similar rooms or areas~~ shall be protected by any of the following:...

### **International Property Maintenance Code.**

The following sections are hereby revised:

**IMPC Section 101.1. Insert: (NAME OF JURISDICTION) City of Diamondhead, MS**

**IMPC Section 103.5. Insert: (APPROPRIATE SCHEDULE) ( Ordinance #2013-035.1)**

**IMPC Section 112.4. Insert: The fine shall be under Section 1-14 General Penalty in municode.**

**IMPC Section 302.4. Insert: (6 inches) (HEIGHT IN INCHES)**

**IMPC Section 304.14. Insert: (DATES IN TWO LOCATIONS) January 1<sup>st</sup> to December 31<sup>st</sup>**

**IMPC Section 602.3. Insert: (DATES IN TWO LOCATIONS) October 1<sup>st</sup> till May 1<sup>st</sup>**

**Section 602.4. Insert: (DATES IN TWO LOCATIONS) October 1<sup>st</sup> till May 1<sup>st</sup>**

**Section 3.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The City of Diamondhead hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 4.** That nothing in this ordinance or in these Building Codes hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of

action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 5.** That the City Clerk of the City of Diamondhead is hereby ordered and directed to cause this ordinance to be published as per Mississippi Code of 1972, as amended, Section 19-5-9, the full text of the order adopting and approving the codes, and will publish the city order in the official newspaper of the city three (3) times, and shall be completed within thirty (30) days after the passage of the order in compliance with state law.

**Section 6.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days from and after the date of its final passage and adoption.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Diamondhead, Mississippi, that The 2018 edition of the Family of International Codes and the National Electric Code, 2020 edition, of the City of Diamondhead, Mississippi, and filed and recorded on the City Council Minute Book Number \_\_\_\_\_, Pages \_\_\_\_\_, in the office of the City Clerk, the City of Diamondhead, Mississippi.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

ATTEST: \_\_\_\_\_  
CITY CLERK

APPROVED \_\_\_\_\_  
MAYOR

SEAL

THIS IS TO CERTIFY THAT THE FOREGOING ORDINANCE WAS ADOPTED BY THE CITY OF DIAMONDHEAD, MISSISSIPPI, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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



**RESOLUTION FOR ACTION BY UNANIMOUS WRITTEN  
CONSENT OF THE  
GOVERNING BODY  
OF  
City of Diamondhead, Mississippi**

The undersigned, being all of the Members ("Governing Body") City of Diamondhead, Mississippi ("Client"), in accordance with its Bylaws/Operating Agreement, and in lieu of a formal meeting, hereby waive the notice of time, place and purpose of a meeting of the Governing Body and do hereby consent to the adoption of the following resolution, which shall have the same force and effect as a unanimous vote taken at a duly called and held meeting and hereby direct that this Action be filed with the Minutes or other governing documents of the Client.

**WHEREAS**, the Client holds assets with Trustmark National Bank, N.A. ("Trustmark") in a custodial capacity.

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Body hereby grant(s) signatory authority to the individuals listed below for the purposes of transacting business on accounts held in Trustmark's Tailored Wealth Division as follows (check the appropriate selection):

☒ To execute all applicable governing instruments included the appointment of other individuals authorized on the account(s).

☒ To initiate transaction included, but not limited to cash disbursements and cash transfers amongst Client accounts.

☒ To execute appropriate documents to authorize third party access to Client accounts, as required, i.e. Investment Managers.

☐ Other: \_\_\_\_\_

\_\_\_\_\_

Michael Reso, City Manager  
**Printed Name**

\_\_\_\_\_  
**Signature**

Jeannie Klein, City Clerk  
**Printed Name**

\_\_\_\_\_  
**Signature**

This Action may be execution in one or more counterparts, and delivered by facsimile transaction or otherwise, each of which be deemed to be an original and all of which together shall constitute one and the same document.

When signed by the Governing Body, this Action be filed in the permanent records of the Client, and any member of the Governing Body shall be authorized to attest and certified the adoption of resolutions set forth herein.

This Action remains fully enforce until such time as a new resolution is delivered to Trustmark.

**SO BE IT RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The above and foregoing Resolution of the Mayor and Council of the City of Diamondhead, after having been first reduced to writing, was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ and the matter being put to a vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

Mayor Nancy Depreo  
**Printed Name**

\_\_\_\_\_  
**Signature**

**ATTEST:**

\_\_\_\_\_  
**Jeannie Klein, City Clerk**

seal

## INVESTMENT CONSULTING AND ADVISORY AGREEMENT

THIS INVESTMENT CONSULTING AND ADVISORY AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Trinity Capital Investors, a Mississippi corporation ("TRINITY") and Diamondhead, Mississippi ("City").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Investment Consulting and Advisory Services.** TRINITY shall provide investment consulting and advisory services to City and shall assist City in effecting and/or executing securities transactions in connection with the investment of certain of City's property and securities. TRINITY shall provide its services in the manner and to the extent that TRINITY shall determine to be appropriate and as reasonably requested by City.

In accordance with the investment objectives duly approved and adopted by City's City Mayor and/or City Manager and /or City Clerk, as set forth in Exhibit A attached hereto and incorporated herein by this reference (hereinafter City's "Investment Plan"), TRINITY will assist City in effecting and/or executing such trades of securities or other property as TRINITY, acting through its Investment Committee, in the exercise of its discretion, determines to be prudent and appropriate; provided all such trades and transactions shall be in accordance with the limitations and restrictions on the investment of municipal funds under applicable Mississippi laws and regulations, including, but not limited to, Sections 21-33-323 and 31-19-5 of the Mississippi Code of 1972, as amended; and provided, further, all such trades and transactions must be previously approved and acknowledged in writing by City or its designated representative prior to settlement.

At least annually, City's Mayor and/or City Manager and/or City Clerk will re-approve its Investment Plan or review its Investment Plan in accordance with City's current financial circumstances and investment objectives. City shall promptly notify TRINITY of such re-approval or of any revisions in its Investment Plan.

3. **Compensation.** City shall pay to TRINITY for its investment consulting and advisory services a percentage fee based upon the total dollar amount of funds over or in connection with which TRINITY provides investment advisory and consulting services. Such fee shall be calculated as follows: in the amount of one quarter of one percent (1/4 of 1% or .25 of 1%). City shall pay such fee to TRINITY quarterly upon submission by TRINITY to City of an invoice detailing the calculation of such fee and any other information reasonably requested by City.

4. **Records and Reports.** TRINITY shall provide City with written confirmations of each trade, monthly brokers' statements, quarterly investment reports and such other periodic reports concerning transactions effected by or on behalf of City. TRINITY shall furnish continuous advice as to the investment of City's funds on the basis of the individual needs of City, and, at least quarterly, provide City with a statement and/or report of City's funds and/or investments which shall constitute a reminder to City to communicate to TRINITY any change in City's financial situation and investment objectives to TRINITY.

5. **Term and Termination.** The term of this Agreement shall be for a period of one (1) year commencing \_\_\_\_\_, 2021, provided that this Agreement shall be automatically renewed for successive additional one year terms without further action by the parties. This Agreement may be terminated by either party, without cause, upon thirty (30) days' prior written notice, and may be terminated immediately by either party, with cause, upon receipt by the non-terminating party of written notice of termination. For purposes of this Agreement, "cause" shall be defined as a breach of any material provision of this Agreement. Upon termination, City shall pay TRINITY all fees earned or accrued by TRINITY up to the effective date of termination. TRINITY shall make such disposition of the securities or other property of City as directed by City.

6. **Subject to Law.** All transactions under this Agreement shall be subject to applicable laws, rules and regulations of governmental authorities, and the applicable regulations and customs of exchanges, markets and clearing houses. Whenever any law, rule or regulation is enacted by any governmental authority, exchange, market or clearing house which shall affect in any manner or be inconsistent with any of the provisions hereof, the provision(s) of this Agreement so affected shall be deemed modified or superseded to the extent necessary to avoid violation of such law, rule or regulation and consistent with the original intention of the parties.

7. **Waiver.** No provision of this Agreement shall be waived, altered, amended, or modified except in writing signed by the party against whom such waiver, alteration, amendment or modification is sought to be enforced.

8. **No Assignment or Delegation.** Neither party may assign this Agreement, in whole or in part, nor delegate, except as contemplated herein, all or part of the performance of duties required of such party by this Agreement without the prior written consent of the other party.

9. **No Liability.** City specifically acknowledges and agrees that (a) TRINITY is not warranting to City that the information or advice given to City is correct or accurate, or that City's assets will necessarily increase in value or retain their value as a result of TRINITY's advisory and/or consulting services, and (b) except for negligence, malfeasance, misfeasance or violation of applicable law, neither TRINITY nor any of TRINITY's members, officers, directors, managers, agents or employees shall be liable hereunder for any action performed or omitted to be performed or for any errors in judgment as a result of or in connection with the provision by TRINITY of the services required hereunder. Nothing herein shall in any way constitute a waiver or limitation of any rights which City may have under any state or federal securities laws.

10. **Notice.** Any notice, request or instruction to be given hereunder shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid; if the TRINITY, to Trinity Capital Investors, 1675 Lakeland Drive, Suite 400, Jackson, MS 39216; and if to City, to the address set forth below its signature. Notices, requests and instructions shall be deemed received upon personal delivery or, if sent by certified or registered mail, five (5) days after deposit with the carrier.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and such federal statutes, rules and regulations as may be applicable hereto.

12. **Proxies.** TRINITY will not be required to take any action with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of City may be invested from time to time.

13. **Valuation.** In computing the market value of any investment of City, each security listed on any national securities exchange and for which recent market quotations are readily available shall be valued at the last report sale price on the principal exchange on which such security is traded, or, if there has been no reported sale, at the last reported bid price. Any other security or asset shall be valued in the manner determined in good faith by TRINITY to reflect its fair market value.

14. **Ownership of Funds.** City shall maintain every indicia of ownership of its funds, including, (1) the right to withdraw, hypothecate, vote or pledge securities, and (2) the receipt of notification of each security transaction.

15. **Services to Other Cities; Violation of Laws.**

(A) It is understood by City that TRINITY performs investment consulting and advisory services for various Cities. City acknowledges that TRINITY may give advice and take action with respect to securities and other property of any of its other Cities which may differ from the advice given with respect to any security or other property of City, or the timing or nature of action taken with respect to any security or other property of City.

(B) Nothing in this Agreement shall impose upon TRINITY any obligation to purchase or sell, or to recommend for purchase or sale, any security for City which TRINITY, or its members, principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other City, if, in the discretion of TRINITY, such investment would be unsuitable for City; or is TRINITY determines, in the best interest of City, it would be impracticable or undesirable.

(C) TRINITY shall have no obligation hereunder to cause City to engage in any transaction on the basis of any information known to TRINITY's members, principals, affiliates, employees or agents wherein the utilization of such information might, in TRINITY's judgment, constitute or involve a violation of law, or a breach of any fiduciary or confidential relationship by TRINITY and/or its members, principals, affiliates, employees or agents.

IN WITNESS WHEREOF, City and TRINITY have executed this Agreement as of date first above written.

**DIAMONDHEAD, MISSISSIPPI**

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

Its: \_\_\_\_\_

Address: 5000 Diamondhead Circle  
Diamondhead, MS 39525

**TRINITY CAPITAL INVESTORS**

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



# Custody Agreement

THIS CUSTODY AGREEMENT ("Agreement") is made and entered into on this the 3rd day of November, 20 21, by and between Trustmark National Bank, a national banking association organized and existing under the laws of the United States of America ("Trustmark") in its capacity as custodian and City of Diamondhead, Mississippi, a Political Subdivision (the "Client").

## 1. DEFINITIONS.

- a. "Assets" shall include, without limitation, any common or preferred stock and other equity securities, bonds, debentures, and other debt securities, notes, mortgages or other obligations, private placements, limited partnerships, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interest therein (whether represented by a certificate or held with a Subcustodian or on the books of the issuer).
- b. "Authorized Person" shall be any person, whether or not an officer or employee of Client, duly authorized by Client to give Oral and/or Written Instructions with respect to one or more Accounts; such person shall be designated in a Certificate of Authorized Persons which contains a specimen signature of such person.
- c. "Available Funds" shall mean sufficient money in your Account available for immediate use.
- d. "Electronic Services" means myTailoredWealth and any computer software, proprietary data and documentation provided by Trustmark to Client in connection therewith.
- e. "Investment Manager" shall mean an organization that is authorized by Client to conduct activities in Client's Account(s) on behalf of Client including, but not limited to, day-to-day buying and selling of securities to portfolio monitoring, transaction settlement, performance measurement, and regulatory and client reporting.
- f. "Oral Instructions" shall mean instructions received verbally by Trustmark and afterwards confirmed in writing by the Client or Authorized Person(s).
- g. "Subcustodian" shall mean a bank or other financial institution (other than a Depository) which is utilized by Client in connection with the purchase, sale or custody of Assets hereunder and identified to Client from time to time.
- h. "Written Instructions" shall mean written communications actually received by Trustmark by letter, facsimile transmission, email, Electronic Services, or other method or system specified by Trustmark as available for use in connection with the services hereunder.

## 2. APPOINTMENT OF CUSTODIAN, ACCEPTANCE BY CUSTODIAN AND ESTABLISHMENT OF THE ACCOUNT.

Client hereby appoints Trustmark as custodian of certain assets, including cash, negotiable and/or nonnegotiable securities and/or other property (the "Assets") at any time delivered to Trustmark during the term of this Agreement. Trustmark hereby accepts such appointment and agrees to establish and maintain one or more custody accounts (each an "Account" and

collectively the "Accounts") for and in the name of Client to hold therein all Assets deposited with or collected by Trustmark under the terms of this Agreement.

### 3. ACCEPTANCE OF ASSETS.

a. Trustmark shall accept delivery from and on behalf of Client such Assets as are acceptable to Trustmark. Any Assets now held by Trustmark for Client under a prior custody agreement shall be deemed to have been deposited hereunder. Trustmark shall have no responsibility to (i) determine the validity, genuineness or alteration of the Assets or related instruments delivered pursuant to the terms hereof; (ii) review the Assets; or (iii) provide advice to Client relative to the purchase, retention, sale, exchange, disposition, or call for redemption of the Assets or related instruments. The parties acknowledge that Trustmark is performing the services hereunder merely as a custodian of Client, and this does not relieve Client of its duty to manage and keep itself informed of information affecting its own portfolio.

b. Client authorizes Trustmark, for any Assets held hereunder, to use the services of any Subcustodian it deems appropriate and where it may hold any of its own securities. Assets and cash held through Subcustodians shall be held subject to the terms and conditions of Trustmark's agreement with such Subcustodians. Subcustodians may be authorized to hold Assets in central securities depositories or clearing agencies in which such Subcustodians participate. Unless otherwise required by local law or practice or a particular sub-custodian agreement, Assets deposited with Subcustodians will be held in a commingled account in the name of Trustmark as custodian for its customers. Trustmark shall identify on its books and records the Assets and cash belonging to Client. Trustmark shall have no liability for the acts or failure to act of any such Subcustodian.

c. Whenever Assets (including, but not limited to, warrants, options, tenders, options to tender or non-mandatory puts or calls) confer optional rights on Client or provide for discretionary action or alternative courses of action by Client, Client, or its Authorized Persons, shall be responsible for making any decisions relating thereto and for directing Trustmark to act. Absent Trustmark's timely receipt of such Written Instructions, Trustmark shall not be liable for failure to take any action relating to or to exercise any rights conferred by such Assets. Trustmark will monitor information distributed to holders of Assets about upcoming shareholder meetings, proxies, consents, elections, instructions, directions, approvals and periodic reports (collectively "and act in accordance with Client's Written Instructions in relation to such").

d. Trustmark is authorized to exchange temporary certificates for definitive certificates, and old certificates for new or over-stamped certificates evidencing a change therein.

### 4. AUTHORIZED PERSONS.

Client shall designate in writing the person(s) permitted to take any actions on the account by furnishing to Trustmark a Certificate of Authorized Persons, which is incorporated herein by reference. That designation is binding on Client until Trustmark receives (and has a reasonable opportunity to act on) written notice from the Client that the designation is amended or terminated. Client shall furnish to Trustmark a new Certificate of Authorized Persons in the event of any change to Client's Authorized Persons. Until such new Certificate is received and Trustmark has a reasonable opportunity to act, Trustmark shall be fully protected in acting upon Oral Instructions and/or Written Instructions of such Authorized Person(s). Trustmark is authorized to follow and rely upon all instructions given by any such Authorized Person(s), will be under no duty to make any investigation or inquiry with respect to any such notice, instruction, direction, or approval received from Client, or Authorized Person(s), and shall not incur any liability to anyone, including, but not limited to, Client, resulting from actions taken by Trustmark in reliance on such instructions.

### 5. AUTHORIZED INVESTMENT MANAGER(S).

Client may designate in writing one (1) or more duly authorized Investment Manager(s) to conduct activities in Client's Account(s) by furnishing to Trustmark a Certificate of Authorized Investment Manager(s), which is incorporated herein by reference. The Investment Manager may be granted all rights and privileges associated with the Account, or may be limited, at the discretion of the Client and Trustmark. Once established, any transaction or other order received under the Investment



Manager's credentials (user name and password) will be considered authorized and may be accepted, and acted upon, by Trustmark. It is the Client's responsibility to monitor any and all actions of the Investment Manager. It is also the responsibility of the Client to notify Trustmark immediately if the designated Investment Manager is no longer authorized by Client to transact business on the Account. Trustmark assumes no liability or fault for transactions or orders authorized by any Investment Manager unless we have been notified and have had a reasonable time to act in removing or restricted the access of that Investment Manager.

The Investment Manager shall have the ability to designate one or more persons (each a "Designee") to conduct business within the Account (including online access through Trustmark's electronic system of record) on behalf of Client. Trustmark assumes, and has, no liability or responsibility in monitoring the authorization of those Designees, and we may act on any transaction or order initiated by any of those Designees within the rights and privileges assigned to them by the Investment Manager.

#### 6. COLLECTION OF FUNDS.

Trustmark agrees to collect and receive the (1) principal of all Assets when and as the same may mature, be redeemed or be sold upon Client's order, (2) dividends, (3) interest, (4) other income from the Assets, and/or (5) any other cash receipt, as directed in writing by Client, and, unless instructed otherwise in writing, will credit such items to the Account. Charges, if any, will be charged to the Account, unless Client instructs otherwise in writing. Trustmark is authorized to collect, receive and receipt for the principal of all Assets when and as the same may mature, be redeemed, or be sold upon the order of Client. Trustmark will use commercially reasonable efforts to collect the Assets and other property at maturity and at dates of call for payment, and such dividends, interest and other income from the Assets, but assumes no responsibility for its inability to do so due to the acts or omissions of Client, any issuer of Assets or such issuer's paying agent, or any third party. Trustmark shall not be obligated to institute or participate in any legal proceedings relative to any such acts or omissions. Trustmark is hereby authorized to sign, on Client's behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends, or other income on Assets. Trustmark will not be liable for the insolvency or default in the payment of principal or interest, or in the performance of the issuer of any Assets.

#### 7. WITHDRAWAL OF ASSETS.

The Assets will be released only upon Trustmark's receipt of Written Instructions from an Authorized Person. Same day processing is available for requests received prior to 1:00 PM Central if there are available funds to fund the request. Transaction requests received on or after 1:00 PM will be processed on the next business day. All transactions scheduled to go on a holiday or day when the markets are closed will be processed the next business day. Trustmark is not obligated to effect any transaction or make any payment in connection therewith unless there are sufficient Available Funds on deposit in the Account or funds have otherwise been made available for current or other expected future payments. If Client has delivered to Trustmark pledged Assets, such pledged Assets will be released only upon the receipt of (i) a written notice by an Authorized Person, (ii) a written release of the pledgee, and (iii) a certificate of Client certifying that the signature of the pledgee is authorized and authentic.

#### 8. STANDARD OF CARE.

Trustmark shall exercise commercially reasonable care expected of a professional custodian for hire in receiving, holding and handling the Assets in its possession or control. Trustmark shall be liable for Client's direct damages to the extent they result from Trustmark's gross negligence or willful misconduct in performing its duties as set out in this Agreement or Trustmark's breach of the standard of care set forth herein. Under no circumstances shall Trustmark be liable for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such claim may be brought, with respect to the Account, Trustmark's performance under this Agreement, or Trustmark's role as custodian.



## 9. CLIENT OF DUTIES.

- a. Client may appoint one or more investment managers ("Investment Managers") with respect to the Account by delivering an executed Authorization of New Sub Account Form and an updated Certificate of Investment Manager(s) Form (collectively referred to as "Investment Manager Form"); said Investment Manager Form is incorporated herein by reference and shall remain in effect until Client provides written notice of the revocation/termination of such Investment Manager.
- b. Promptly after each purchase or sale of Assets by Client, an Authorized Person shall deliver to Trustmark Written Instructions specifying all information necessary for Trustmark to settle such purchase or sale. Trustmark shall be entitled to rely upon Written or Oral Instructions actually received by Trustmark and reasonably believed by Trustmark to be duly authorized and delivered. Client agrees that an Authorized Person shall forward to Trustmark Written Instructions confirming Oral Instructions by the close of business of the same day that such Oral Instructions are given to Trustmark. Client agrees that the fact that such confirming Written Instructions are not received or that contrary Written Instructions are received by Trustmark shall in no way affect the validity or enforceability of transactions authorized by such Oral Instructions and effected by Trustmark. In the event that Trustmark shall receive conflicting instructions from one or more of Client's Authorized Persons regarding any particular transaction, Trustmark shall make reasonable efforts to resolve such conflict; provided, however, Trustmark may rely upon the instruction first received by Trustmark, and Trustmark is hereby held harmless from all consequences of such reliance.
- c. If Client utilizes Electronic Services to view Account balances or initiate transactions, Client for itself and its Authorized Person(s) represents that it has read and understands all applicable agreements, disclosures and terms of use including any agreements of Trustmark's third party processors (collectively "Other Agreements") and agrees that the Other Agreements, and any amendments or modifications thereto, are a part of this Agreement and are incorporated by reference herein.
- d. Client is responsible for providing notice to Custodian of any and all changes to its Authorized Person(s) in accordance with Section 4 hereof.
- e. Client is responsible for maintaining Available Funds in the Account for all transactions initiated by Client.

## 10. TRUSTMARK DUTIES.

- a. Trustmark shall receive or deliver, or shall instruct any Subcustodian to receive or deliver, Assets and credit or debit the Account, in accordance with Oral or Written Instructions from Client. Trustmark or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with Assets held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as Client may direct in properly authorized and timely written instructions to Trustmark.
- b. Trustmark shall supply to Client at periodic intervals, no less than quarterly, a written statement of accounting with respect to all Assets held in the Account. In the event that Client does not inform Trustmark in writing of any exceptions or objections to such statement within sixty (60) days after receipt of such statement, Client shall be deemed to have approved such statement.
- c. All securities and proceeds of securities held by Trustmark pursuant hereto shall be subject to the full and exclusive control of Client, and Trustmark does not assume any obligation to review the securities held by it for Client, or to supervise, advise or recommend to Client the purchase, retention, sale, exchange or deposit in reorganization or otherwise, at any time, unless provided for by a separate written agreement between the parties. Trustmark shall be responsible only as a gratuitous bailee, regardless of whether any compensation for its services is actually paid, and shall give Client securities in its custody the same degree of care and protection it gives its own securities of like kind, and Client agrees that Trustmark shall only be liable for its own gross negligence or willful misconduct for failure to comply with the terms of this Agreement. Trustmark shall not be responsible for the genuineness, alteration or validity of any Client securities, Trustmark shall not be required to carry any

form of insurance for the Account or securities, but Client may carry for its own account such insurance as Client may deem necessary or desirable.

d. At all times during Trustmark's regular business hours and upon receipt of at least five (5) Business Days written notice from Client or Authorized Person(s), any officer or employee of Client, any independent accountant(s) selected by Client who has furnished to Trustmark properly authorized instructions to that effect, and/or any person designated by any regulatory authority having jurisdiction over Client shall be entitled to examine the books and records related to the Account on Trustmark's premises, provided, such examination shall be consistent with Trustmark's obligations of confidentiality to other parties. Trustmark's reasonable costs and expenses in facilitating such examinations, including, but not limited to, the cost to Trustmark of providing personnel in connection with examinations, shall be borne by Client, according to the research fee set forth in the Fee Schedule.

e. Trustmark will promptly transmit to Client upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of the Assets, and all information relating to exchange or tender offers received from offerors with respect to the Assets. Trustmark is authorized to accept and open on Client's behalf all mail or communications received by it or directed to its care. Trustmark will act in accordance with Client's Written or Oral Instructions in relation to tender offers and/or private placements. Notwithstanding the foregoing, Trustmark shall not be responsible to transmit any of the above supplied to client directly from a third party.

f. Trustmark shall reply to reasonable requests for external audit confirmations of assets held in the Account in a timely manner.

#### 11. FEES AND EXPENSES.

a. Client will pay Trustmark for its services under this Agreement such fees as may be agreed upon in Exhibit A Fee Schedule hereof, and such fees shall be automatically deducted from the Client's account on a monthly basis, 1/12<sup>th</sup> of the annual fee calculated on the average account balance for the preceding month. Such schedule may be amended from time to time, effective upon 30 days' prior written notice by Trustmark to Client. Trustmark may also charge reasonable out-of-pocket or incidental expenses, including, but not limited to, reasonable legal fees and tax or related fees incidental to processing, charged directly or indirectly by governmental authorities, issuers or their agents. Trustmark will invoice the Client for amounts owing to it and such amounts will be payable within thirty (30) days of the invoice date. Trustmark will be entitled to deduct amounts owing to it from Available Funds in the Account if the Client has not objected to the invoice in writing within thirty (30) days of the date of the invoice (or such other period as the parties may agree in writing). If the Client disputes an invoice, it shall nevertheless pay, or allow Trustmark to deduct, such portion of the invoice that is not subject to a bona fide dispute. Without prejudice to Trustmark's other rights, Trustmark reserves the right to charge interest on overdue amounts from the due date until actual payment at such rate as Trustmark may reasonably determine.

b. If a debit to any currency in the Account results in a debit balance, then Trustmark may, in its discretion, (i) advance an amount equal to the overdraft, (ii) or refuse to settle in whole or in part the transaction causing such debit balance, or (iii) if any such transaction is posted to the Account, reverse any such posting. If Trustmark elects to make such an advance, the advance will be deemed a loan to Client, payable on demand, bearing interest at the applicable rate charged by Trustmark from time to time, for such overdrafts, from the date of such advance to the date of payment (both after, as well as before, judgement) and otherwise on the terms on which Trustmark makes similar overdrafts available from time to time. No prior action or course of dealing on Trustmark's part with respect to the settlement of transactions on Client's behalf will be asserted by Client against Trustmark for Trustmark's refusal to make advances to the Account or to settle any transaction for which Client does not have sufficient Available Funds in the Account.

c. Trustmark shall have a lien on the Assets held in the Account to secure payment of such fees and expenses, taxes and other charges incurred under this Agreement. Client agrees that Trustmark's lien shall be a continuing lien and security interest in and on any Assets at any time held by or through it in accordance with this Agreement, for the benefit of Client or in which Client may have an interest which is then in Trustmark's possession or control or in possession or control of any third party

acting on Trustmark's behalf. Upon failure by Client to cure any overdraft amounts, or to reimburse Trustmark for fees and expenses, taxes and other charges, within 48 hours after the request for payment, fees and expenses paid in overdraft may be charged against Available Funds in the Account. The parties agree that upon Client's receipt of such request for payment, Client shall not transfer or dispose of any securities except as agreed to by the parties until appropriate reimbursement is made. Trustmark shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in the State of Mississippi from time to time with respect to the Assets. Client may not grant a security interest in, transfer, or assign Client's account to anyone other than Trustmark without Trustmark's prior written agreement which agreement may be withheld in Trustmark's sole discretion.

#### 12. INVESTMENT RESPONSIBILITY.

Unless otherwise agreed in writing by Client and Trustmark, Trustmark shall have no investment discretion; all actions shall be sent by Written Instructions from one or more Authorized Person(s). Trustmark's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on Trustmark.

#### 13. POWER OF ATTORNEY.

Trustmark is authorized and empowered in the name of and on behalf of Client to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that Trustmark may fulfill its obligations hereunder as required in connection with any Assets.

#### 14. AMENDMENTS.

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; provided, however, Trustmark may, at any time, in its sole discretion, amend any of the provisions of this Agreement upon thirty (30) days' prior written notice to Client.

#### 15. SUCCESSORS AND ASSIGNS.

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

#### 16. COMPLETENESS OF AGREEMENT.

This Agreement and any agreements incorporated herein by reference constitute the full and complete agreement between Trustmark and Client, and no other understanding or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for convenience only and have no effect on a party's responsibilities or liabilities.

#### 17. GOVERNING LAW.

This Agreement shall be governed by the applicable laws of the State of Mississippi without giving effect to the choice of law principals thereof. This agreement is performable in Hancock County, Mississippi and venue for all purposes incident to this agreement shall be in Hancock County, Mississippi.

#### 18. TERMINATION.

This Agreement may be terminated by either Client or Trustmark upon at least thirty (30) days prior written notice to the other. However, upon request of Client, Trustmark shall continue to operate as the holder of securities for Client under the

terms and conditions of this Agreement and subject to Trustmark's then current fee schedule for a period of up to sixty (60) days while Client engages another safekeeping entity. In the event Client does not engage another safekeeping entity within sixty (60) days, Trustmark, at its option, shall have the right to designate, upon prior notice to Client, a successor safekeeping entity, who shall be a bank or trust company with an active, fully staffed trust department with custodial powers, and transfer such Assets to such successor custodian. Client agrees to accept such successor custodian designated by Trustmark as successor custodian and to waive any requirement to sign any acceptance of such successor custodian.

#### 19. NOTICES.

Notices (other than Oral or Written Instructions) under this Agreement will be served by certified mail return-receipt requested, overnight courier service, or hand delivered to the address of the respective party set forth on the signature page of this Agreement, unless notice of a new address is given to the other party in writing. Notice will not be deemed to be given unless it has been received.

#### 20. LEGAL PROCESS.

Trustmark may accept, act on and/or comply with any legal process that Trustmark believes to be valid, whether served in person, by mail, or by facsimile transmission at any of Trustmark's offices. Trustmark may refuse to allow any withdrawals or to honor any instruction or transaction on the Account until the dispute or matter is resolved. "Legal process" includes, but is not limited to, a subpoena, restraining order, injunction, writ of attachment or execution, sequestration, levy, garnishment, tax withholding order, search warrant, seizure, forfeiture or other similar order or procedure relating to Client and/or the Account. Any legal process against Client and/or the Account is subject to Trustmark's right of setoff and Trustmark's security interest in the account. If a bankruptcy or similar proceeding is filed by or against Client, Trustmark may place an administrative hold on part or all of the balance of the Account while Trustmark seeks to have the automatic stay lifted or pending a turnover order.

#### 21. MISCELLANEOUS.

- a. This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. Trustmark shall not be liable in damages for any loss or damage beyond its reasonable control, including, but not limited to acts of God, war or terrorist act, fire, storm, or other catastrophe, interruption of transmission or communication facilities, equipment failure, or electrical or computer failure.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

Trustmark National Bank
By:
Title: <b>Vice-President</b>
Date:

Client Name: <b>City of Diamondhead, Mississippi</b>
By:
Title: <b>Michael Reso, City Manager</b>
Date: <b>11/3/2021</b>



## Institutional Custody Services

As institutional custodians, we provide the highest level of service to a varied and sophisticated client base in taxable and tax-exempt securities issues, master custody, and escrow account needs. We work with Depository Trust Company for securities services. We offer a broad range of services, such as:

- Safekeeping of assets
- Coordinating trades, settlement of securities, and income collection as directed by the client
- Consolidated reporting
- Online, real-time portfolio access
- Capital changes
- Automated cash management
- Proxy execution
- Data extract and loading to third-party vendors
- Personal, hands-on delivery
- Account administered by a Relationship Manager and an Account Administrator
- Oversight by Quality Assurance and Compliance Units
- Performance measurement
- Website access to account information and statements
- Tax withholding and depositing to IRS when necessary

Asset Based Standard Fee on Average Daily Balance	Agreed Upon Fee
Securities Eligible for Standard Industry Trading and Settlement Practices	0.05%
Securities Not Eligible for Standard Industry Trading and Settlement Practices	0.055%
Money Market Sweep Fund****	0.25%
Minimum Annual Asset Based Fee	\$ 1,500

Activity and Maintenance Fees	Agreed Upon Fee
Annual Maintenance Fee for Accounts Holding Securities Not Eligible for Standard Industry Trading and Settlement Practices	\$ 0
Outgoing wire transfers*	\$ 35
Transaction fee physical security free or valued movements**	\$ 100
Transaction fee for untimely trade affirmations and inaccurate trade**	\$ 100
Expedited physical checks	\$ 10
Contributions by Check	\$ 5
Performance measurement services per Account (Marketable Securities only)***	\$ 1,500
Tax Information Services (See addendum)	Service Based

\*Outgoing wire instructions received after 1:00 p.m. Central time will be handled on a best efforts basis but may not reach final credit until the following business day. There are no charges for incoming wires, or any ACH transactions. \*\*Trustmark National Bank does not expect any of these type of transactions.

\*\*\*Not requested for these account(s) currently. \*\*\*\*On yields above 1.0%.

When an account terminates, a termination fee will be determined based on the actual cost of transfers of securities. Fees are subject to change and are computed and charged on a monthly basis. You will have a choice of an electronic statement or printed statement, plus a comprehensive year-end statement. Expenses calculated separately: domestic and international securities transactions priced at cost; and extraordinary services at an hourly rate: \$75 an hour for an Account Administrator, \$175 an hour for Relationship Manager and \$225 an hour for other managers and Senior Officers. Transaction fees on Foreign Ordinary Securities will be billed separately according to the fees of the respective foreign exchange.

Trustmark Tailored Wealth

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

Relationship Manager: Bob Hewston

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





## Tax Information Services

(addendum to account fee agreement)

- Tax Return Preparation
  - \*Trust Income
  - \*Estate Income
  - \*Private Foundations
  - \*Grantor Letters
  - \*Non-Profit Organizations
  - \*Split-Interest Trust Information
- Handling tax correspondence from government agencies
- Computing and filing quarterly tax payments
- Computing Tax Projections
- Preparing comprehensive and detailed Tax Worksheets, adjusted for information, reclassification or allocation from reporting investment entities on transactions at a time later for than the occurrence of the original transaction.
- Providing personal guidance on the information in the Tax Worksheet to you or your preparer (with client authorization) to speed the tax preparation process and reviewing the tax return provided to us by the preparer.

Tax Information and Filing Services	Standard Fee
Tax Form 1099 Reporting	\$150
Tax Worksheet Reporting	\$200
Preparation and Filing of Grantor Trust Tax Return	\$250
Preparation and Filing of Simple Trust Tax Return	\$300
Preparation and Filing of Complex Trust Tax Return	\$350
Preparation and Filing of Estate Income Tax Return	\$275
Preparation and Filing of Charitable Remainder Return	\$450
Preparation and Filing of Private Foundation/Non-Profit Tax Return	\$800

Returns filed by Tailored Wealth and prepared by outside tax preparers must be delivered to Trustmark Tailored Wealth Firm Operations by April 5<sup>th</sup> to allow timely filing and payment of returns to avoid extension filing. Guidance of the timing requirements will be provided to the outside tax preparers. Extraordinary services will be billed at an hourly rate: \$75 an hour for an Account Administrator, \$175 an hour for Relationship Manager and \$225 an hour for other managers and Senior Officers.

The assurance of complete and accurate Tax Worksheets is dependent on the timeliness of investment entities to provide any information that may require transaction adjustments or income allocation. Tax Worksheets will be provided to you or your preparer within a reasonable time after receiving complete information from the reporting investment entities.



## Institutional Custody Services

As institutional custodians, we provide the highest level of service to a varied and sophisticated client base in taxable and tax-exempt securities issues, master custody, and escrow account needs. We work with Depository Trust Company for securities services. We offer a broad range of services, such as:

- Safekeeping of assets
- Coordinating trades, settlement of securities, and income collection as directed by the client
- Consolidated reporting
- Online, real-time portfolio access
- Capital changes
- Automated cash management
- Proxy execution
- Data extract and loading to third-party vendors
- Personal, hands-on delivery
- Account administered by a Relationship Manager and an Account Administrator
- Oversight by Quality Assurance and Compliance Units
- Performance measurement
- Website access to account information and statements
- Tax withholding and depositing to IRS when necessary

Asset Based Standard Fee on Average Daily Balance	Agreed Upon Fee
Securities Eligible for Standard Industry Trading and Settlement Practices	0.05%
Securities Not Eligible for Standard Industry Trading and Settlement Practices	0.055%
Money Market Sweep Fund****	0.25%
Minimum Annual Asset Based Fee	\$ 1,000

Activity and Maintenance Fees	Agreed Upon Fee
Annual Maintenance Fee for Accounts Holding Securities Not Eligible for Standard Industry Trading and Settlement Practices	\$ 0
Outgoing wire transfers*	\$ 35
Transaction fee physical security free or valued movements**	\$ 100
Transaction fee for untimely trade affirmations and inaccurate trade**	\$ 100
Expedited physical checks	\$ 10
Contributions by Check	\$ 5
Performance measurement services per Account (Marketable Securities only)***	\$ 1,500
Tax Information Services (See addendum)	Service Based

\*Outgoing wire instructions received after 1:00 p.m. Central time will be handled on a best efforts basis but may not reach final credit until the following business day. There are no charges for incoming wires, or any ACH transactions. \*\*Trustmark National Bank does not expect any of these type of transactions.

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Trustmark Tailored Wealth

Relationship Manager: Bob Hewston

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





## Tax Information Services

(addendum to account fee agreement)

- Tax Return Preparation
  - \*Trust Income
  - \*Estate Income
  - \*Private Foundations
  - \*Grantor Letters
  - \*Non-Profit Organizations
  - \*Split-Interest Trust Information
- Handling tax correspondence from government agencies
- Computing and filing quarterly tax payments
- Computing Tax Projections
- Preparing comprehensive and detailed Tax Worksheets, adjusted for information, reclassification or allocation from reporting investment entities on transactions at a time later for than the occurrence of the original transaction.
- Providing personal guidance on the information in the Tax Worksheet to you or your preparer (with client authorization) to speed the tax preparation process and reviewing the tax return provided to us by the preparer.

Tax Information and Filing Services	Standard Fee
Tax Form 1099 Reporting	\$150
Tax Worksheet Reporting	\$200
Preparation and Filing of Grantor Trust Tax Return	\$250
Preparation and Filing of Simple Trust Tax Return	\$300
Preparation and Filing of Complex Trust Tax Return	\$350
Preparation and Filing of Estate Income Tax Return	\$275
Preparation and Filing of Charitable Remainder Return	\$450
Preparation and Filing of Private Foundation/Non-Profit Tax Return	\$800

Returns filed by Tailored Wealth and prepared by outside tax preparers must be delivered to Trustmark Tailored Wealth Firm Operations by April 5<sup>th</sup> to allow timely filing and payment of returns to avoid extension filing. Guidance of the timing requirements will be provided to the outside tax preparers. Extraordinary services will be billed at an hourly rate: \$75 an hour for an Account Administrator, \$175 an hour for Relationship Manager and \$225 an hour for other managers and Senior Officers.

The assurance of complete and accurate Tax Worksheets is dependent on the timeliness of investment entities to provide any information that may require transaction adjustments or income allocation. Tax Worksheets will be provided to you or your preparer within a reasonable time after receiving complete information from the reporting investment entities.



# Certificate of Authorized Persons

## CLIENT – ORAL AND WRITTEN INSTRUCTIONS

The undersigned hereby certifies that he/she is the duly elected and acting \_\_\_\_\_ of  
 City of Diamondhead, Mississippi (the "Client"), and further certifies that

1. The Client is a(n) :

### TYPE OF ORGANIZATION

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Partnership  |
| <input type="checkbox"/> Foundation                | <input checked="" type="checkbox"/> Political Subdivision: <u>Mississippi Public Entity</u> |
| <input type="checkbox"/> General Partnership       | <input type="checkbox"/> Unincorporated Association   |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____   |

2. The following individual(s) have been duly authorized in conformity with the Client's Articles of Incorporation, By-Laws, Partnership Agreement, Association Agreement, Operating Agreement, other governance document(s), or as authorized by applicable law, to deliver Oral and Written Instructions on behalf of Client to Trustmark National Bank ("Trustmark") pursuant to the Custody Agreement between Client and Trustmark dated \_\_\_\_\_, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Michael Reso	City Manager	
Jeannie Klein	City Clerk	
Nancy Depreo	Mayor	

This certificate supersedes any certificate of authorized individuals you may currently have on file.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date set forth below.

By:   
 Signature

Name:   
 Printed Name

Title:

Date:



# Standing Wire and ACH Transfer Instructions Form

**CLIENT NAME:**

City of Diamondhead, Mississippi

**Client Tax Identification No. (TIN):**

45-4475966

From time to time, the Client may direct Trustmark Tailored Wealth to wire or ACH transfer funds from a Tailored Wealth account tied to its TIN referenced above to the Client's DDA. By Client signature below, Trustmark may rely upon the following standing wire and or ACH instructions without further authorization or confirmation from the Client or Authorized Person. Client understands and agrees that Trustmark Tailored Wealth's enhanced due diligence procedures will NOT be followed for transfers initiated using the following standing wire instructions, even if the instructions come through electronic mail:

WIRE INSTRUCTIONS	ACH INSTRUCTIONS
Account No.: <input type="text"/>	Account No.: <input type="text"/>
ABA Routing No.: <input type="text"/>	ABA Routing No.: <input type="text"/>
Financial Institution Name <input type="text"/>	Financial Institution Name <input type="text"/>
Financial Institution Street Address <input type="text"/>	Financial Institution Street Address <input type="text"/>
City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>	City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>
For Further Credit: <input type="text"/>	For Further Credit: <input type="text"/>
Reference: <input type="text"/>	Reference: <input type="text"/>
Account Short Name: <input type="text"/>	Account Short Name: <input type="text"/>

WIRE INSTRUCTIONS	ACH INSTRUCTIONS
Account No.: <input type="text"/>	Account No.: <input type="text"/>
ABA Routing No.: <input type="text"/>	ABA Routing No.: <input type="text"/>
Financial Institution Name <input type="text"/>	Financial Institution Name <input type="text"/>
Financial Institution Street Address <input type="text"/>	Financial Institution Street Address <input type="text"/>
City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>	City <input type="text"/> State <input type="text"/> Zip Code <input type="text"/>
For Further Credit: <input type="text"/>	For Further Credit: <input type="text"/>
Reference: <input type="text"/>	Reference: <input type="text"/>
Account Short Name: <input type="text"/>	Account Short Name: <input type="text"/>

Client Authorized Party Signature

Title

Client Authorized Party Printed Name





# Identification and Authorization of Third Party Investment Manager Form

**CLIENT NAME:**

City of Diamondhead, Mississippi

("Client")

Client hereby authorizes Trustmark Tailored Wealth, as Custodian (the "Custodian"), to:

1. Open a sub account(s) styled in the name of the Client and Third Party Investment Manager(s) listed below; and
2. Act upon instructions for asset buys and sells<sup>1</sup>, including transfer and/or disbursement of funds, received from any of the individuals identified below to the same extent that the Custodian would act upon the instructions of the Client; and
3. Unless otherwise instructed, process payment of invoices for services rendered by the Investment Manager according to the separate fee agreement signed by the Client and Investment Manager.

This Form shall remain in effect until such time as written notice of revocation is delivered to Trustmark's Trust Custody Department.

I authorize Custodian to accept and act upon instructions or inquiries received via telephone, facsimile, and/or electronic access from any person(s) identified below within the following Tailored Wealth Accounts. I understand that instructions accepted pursuant to this authorization are binding on Client as though provided by Client to Custodian. Client accepts all liability which may arise as a result of the investment/allocation instructions, as well as instructions to deduct investment advisor fees, and agrees to hold Custodian harmless against any loss, cost or expense arising out of any instructions effected.

<b>Tailored Wealth Account No.:</b>	<b>Third Party Investment Manager:</b>	<b>Contact Name:</b>
	Trinity Capital Investors	Jeff Wilson & Scott Wilson
	Trinity Capital Investors	<b>Title:</b>
		President & Vice President
		<b>Email Address:</b>
		jswilson@trinitycap.net scott@trintycap.net
		<b>Telephone No.:</b>
		601-956-3511

<b>Tailored Wealth Account No.:</b>	<b>Third Party Investment Manager:</b>	<b>Contact Name:</b>
		<b>Title:</b>
		<b>Email Address:</b>
		<b>Telephone No.:</b>

Client or Authorized Party Signature

Date



Client or Authorized Party Printed Name

Title

<sup>1</sup>From time to time, Custodian may receive instructions from the Third Party Investment Manager to buy/sell between accounts for which the Third Party Investment Manager has authority. Custodian may perform those transactions without further disclosure to Client.

A TEXT AMENDMENT TO THE SUDIVISION REGULATIONS AMENDING  
Article III– Procedures

A resolution of the Mayor and City Council of the City of Diamondhead amending Subdivision Regulations No. 2020-001 Article III Procedures, Article 308.7

WHEREAS, the Mayor and City Council of the City of Diamondhead wish to continue the heritage of naming city streets Hawaiian.

WHEREAS, the proposed text amendment is as follows: Add the following text to the end of **Article 308.7**, “All other proposed street names shall be Hawaiian.”

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City Council adopted the proposed text amendment as stated.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 2ND DAY OF NOVEMBER, 2021.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

\_\_\_\_\_  
MAYOR NANCY DEPREO

ATTEST: \_\_\_\_\_  
Jeannie Klein, City Clerk



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator 

DATE: October 27, 2021

SUBJECT: Recommendation from Planning Commission Text Amendment “Hawaiian Street Names”

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to require all new street names to be Hawaiian in the Subdivision Regulations (Ordinance Number 2020-001).

The proposed text amendment shall add to Article 308.7. “All other proposed street names shall be Hawaiian.”. The Case File Number is 202100385.

At its regular meeting on October 26, 2021, the Planning Commission voted 5-0 to recommend approve the text amendment.



# City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

## STAFF REPORT TO PLANNING COMMISSION

DATE: October 18, 2021

CASE FILE NUMBER: 202100385

APPLICANT: City of Diamondhead

ZONING DISTRICT: ALL

TYPE OF APPLICATION: Text Amendment

NATURE OF REQUEST: The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to require all new street names to be Hawaiian in the Subdivision Regulations (Ordinance Number 2020-001).

The proposed text amendment shall add to Article 308.7. "All other proposed street names shall be Hawaiian.". The Case File Number is 202100385.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: October 26, 2021

RECOMMENDATION TO PLANNING COMMISSION: To **approve** the Text Amendment as petitioned.

The staff recommends approving the Text Amendment based on the following finding of fact.

The recently adopted Comprehensive Plan mentions that Diamondhead is known as the city with Hawaiian named streets. The city feels that it should promote this image by continuing to name our streets Hawaiian.





Commissioner F. Item No.4.  
Commissioner Layer  
Commissioner Debrow  
Commissioner Rubar  
Commissioner Hourin  
Commissioner Torguson  
Commissioner Hector

## **AGENDA**

### **PLANNING AND ZONING COMMISSION**

**Tuesday, October 26, 2021**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

---

#### **Call to Order**

#### **Statement of Purpose**

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

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Confirmation or Adjustments to Agenda**

#### **Approval of Minutes**

2. Approval of August 24, 2021 minutes.

#### **New Business**

3. David Dreher has filed an application requesting a variance from the Zoning Ordinance (Article 4.18.3 D ii) to allow the construction of a roof over a concrete slab basketball court totaling 4875 sf. and 25' 6" high. This would be the second accessory building at this address. The property address is 8438 Kimo Court. The tax parcel number is 067M-1-35-175.000. The property is in an R-2 zoning district. The maximum square footage allowed for an accessory structure is 800 sf. The variance requested is 4,075 sf. The maximum height allowed is 25'. The variance requested is 6". There shall only be one accessory structure on a property. The variance requested is a second accessory building on this property. The Case File Number is 202100343.

*Approved  
S-D*

4. The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to require all new street names to be Hawaiian in the Subdivision Regulations (Ordinance Number 2020-001). The proposed text amendment shall add to Article 308.7. "All other proposed street names shall be Hawaiian.". The Case File Number is 202100385.

5. Approval of 2022 Planning and Zoning Commission Calendar.

#### **Unfinished Business**

#### **Open Public Comments to Non-Agenda Items**

#### **Commissioners' Comments**

#### **Communication / Announcements**



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

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to require all new street names to be Hawaiian in the Subdivision Regulations (Ordinance Number 2020-001).

The proposed text amendment shall add to Article 308.7. "All other proposed street names shall be Hawaiian.". The Case File Number is 202100385.

The City Council shall have jurisdiction with respect to all Text Amendments. The Planning Commission shall review and submit a recommendation to the City Council on Text Amendments.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, October 26, 2021, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.

### 308 – Streets and Alleys

Street improvements shall be provided in each proposed subdivision as prescribed below:

308.1 The location, grade, width and character of all streets shall be correlated with existing planned streets and topographical conditions for public safety and convenience and in relation to the proposed use of the land to be served by such streets.

308.2 In cases where the subdivision plat embraces or abuts any part of a major street, arterial street, highway or parkway, the following will apply:

308.2.1 Residentially zoned subdivisions will be required to accomplish one of the following:

- a. Include minor streets in additional right-of way parallel to and along the side of the major street or highway which functions as a service drive for any lots facing toward the major street.
- b. Have all lots along the major street or highway as double frontage lots with no direct access to the major street. Double frontage lots are prohibited on minor streets.

308.2.2 Commercially or industrially zoned subdivisions: shall be required to accomplish one of the following:

- a. Include minor streets in additional right-of-way parallel to and along the side of the major street or highway which would function as a service drive for any lots adjacent to the major street or highway unless a service drive already exists or is permitted by MDOT or the City.
- b. Have a limited number of access points onto the major street or highway with the specific access location and widths approved by the Commission at the time of the sketch plat approval. Mississippi Department of Transportation must approve access points and widths along highways prior to the Developer's request for preliminary plat approval.

308.3 Proposed streets shall be designed to conform to the contour of the land so as to produce the required street grade and lots of usable character, but shall not exceed grades listed in Article 308.9, unless a variance from these grades are granted by the Commission and City Council due to site conditions.

308.4 Minor streets shall be laid out so that their use by through traffic will be discouraged.

308.5 No new half-streets or half-alleys will be accepted.

308.6 Streets designed to have one end permanently closed (Cul-de-Sac) shall provide, at the closed end, a turnaround with a minimum right-of-way of one hundred (100) feet (diameter) and a minimum driving surface radius of thirty five (35) feet, unless a median is provided, then the minimum driving surface width shall be twenty (20) feet. No street terminating with a cul-de-sac shall exceed six hundred (600) feet in length unless a variance is granted pursuant to Section 321. No dead-end streets will be allowed.

- a. Temporary cul-de-sacs may be approved by Commission and City Council during sketch plat approval.

308.7 No street names shall be used which will duplicate or be confused with the names of existing streets in the city. Proposed streets in alignment with existing streets shall bear the names of existing streets.

*All other proposed street names shall be HAWAIIAN.*

## The Casano Law Firm, P.A.

4403 West Aloha Drive  
Diamondhead, MS. 39525

Phone (228) 255-0035  
Facsimile (228) 255-0078

### Invoice statement

October 26, 2021

Bill to: City of Diamondhead

Re: Purchase of Lot 58, Kaimuki Court

---

Title Search:	\$175.00
Recording:	\$26.00
Donation of Services:	\$549.00

---

<b>Total Due</b>	<b><u>\$201.00</u></b>
------------------	------------------------

\*\*\* PLEASE REMIT PAYMENT TO THE ADDRESS LISTED ABOVE\*\*\*



2021- 358

Item No.7.

5000 Diamondhead Circle ·  
Diamondhead, MS 39525-3260

October 27, 2021

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

Dear Councilmembers:

Re: Annual Contribution to the American Red Cross

Mississippi Code §21-19-57 provides for a donation to the American Red Cross an amount not to exceed \$100 per \$1 million dollars of assessed valuation. An annual allocation in the amount of \$500 is included in the FY22 Budget.

If you are in agreement with the budgeted contribution, your approval to process payment in the amount of \$500.00 is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Reso", is written over a light blue circular stamp.

Michael Reso  
City Manager

# JOINT APPLICATION AND NOTIFICATION

Item No.8.

U.S. ARMY CORPS OF ENGINEERS  
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY/OFFICE OF POLLUTION CONTROL

This form is to be used for proposed activities in waters of the United States in Mississippi and for the erection of structures on suitable sites for water dependent industry. Note that some items, as indicated, apply only to projects located in the coastal area of Hancock, Harrison and Jackson Counties.

**1. Date**

10/29/21

month day year

**2. Applicant name, mailing address, phone number and email address:**  
City of Diamondhead/Michael Reso-City Man.  
5000 Diamondhead Circle, Diamondhead, MS  
228-222-4626 mreso@diamondhead.ms.gov

**Agent name, mailing address, phone number and email address:**  
Chiniche Engineering and Surveying  
Jason Chiniche  
407 Highway 90, Bay St. Louis, MS 39520  
228-467-6755 - jason@jjc-eng.com

**3. Official use only**

COE \_\_\_\_\_  
DMR \_\_\_\_\_  
DEQ \_\_\_\_\_  
A95 \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_

**4. Project location**

Street Address Noma Drive City/Community Diamondhead  
Name of Waterway Jourdan River Latitude 30.220922° Longitude (if known) 89.55118°  
Geographic location: Section 9 Township 8S Range 14W County Hancock

**5. Project description**

New work ☒ Maintenance work \_\_\_\_\_

**Dredging**

<input type="checkbox"/> Channel	length _____	width _____	existing depth _____	proposed depth _____
<input type="checkbox"/> Canal	length _____	width _____	existing depth _____	proposed depth _____
<input type="checkbox"/> Boat Slip	length _____	width _____	existing depth _____	proposed depth _____
<input type="checkbox"/> Marina	length _____	width _____	existing depth _____	proposed depth _____
<input type="checkbox"/> Other-Mooring Basin	length _____	width _____	existing depth _____	proposed depth _____

Cubic yards of material to be removed \_\_\_\_\_ Type of material \_\_\_\_\_

Location of spoil disposal area \_\_\_\_\_

Dimensions of spoil area \_\_\_\_\_ Method of excavation \_\_\_\_\_

How will excavated material be contained? \_\_\_\_\_

**Construction of structures**

<input type="checkbox"/> Bulkhead	Total length _____	Height above water _____	
<input checked="" type="checkbox"/> Pier	length <u>150' and 25'</u>	width <u>12' and 8'</u>	height _____
<input type="checkbox"/> Boat Ramp	length _____	width _____	slope _____
<input type="checkbox"/> Boat House	length _____	width _____	height _____

☒ Structures on designed sites for water dependent industry (Coastal area only). Explain in item 11 or include as attachment.

☐ Other (explain) \_\_\_\_\_

**Filling**

Dimensions of fill area \_\_\_\_\_

Cubic yards of fill 1550 CY Type of fill Granular

**Other regulated activities (i.e. Seismic exploration, burning or clearing of marsh) Explain.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Additional information relating to the proposed activity**Does project area contain any marsh vegetation? Yes ☒ No ☐(If yes, explain) WetlandsIs any portion of the activity for which authorization is sought now complete? Yes ☐ No ☒

(If yes, explain) \_\_\_\_\_

Month and year activity took place \_\_\_\_\_

If project is for maintenance work on existing structures or existing channels, describe legal authorization for the existing work. Provide permit number, dates or other form(s) of authorization. \_\_\_\_\_

Has any agency denied approval for the activity described herein or for any activity that is directly related to the activity described herein?

Yes ☐ No ☒ (If yes, explain) \_\_\_\_\_**7. Project schedule**Proposed start date March 2022 Proposed completion date September 2022

Expected completion date (or development timetable) for any projects dependent on the activity described herein. \_\_\_\_\_

**8. Estimated cost of the project** \$600,000**9. Describe the purpose of this project. Describe the relationship between this project and any secondary or future development the project is designed to support.** The purpose of this project is to increase access to public waterways.Intended use: Private ☐ Commercial ☐ Public ☒ Other (Explain) \_\_\_\_\_**10. Describe the public benefits of the proposed activity and of the projects dependent on the proposed activity.****Also describe the extent of public use of the proposed project.**Increase recreational use and access to coastal waters.**11. Narrative Project Description:**

The City of Diamondhead proposes to improve Public Access to coastal waterways at Noma Drive to include an improved boat launch, 2 timber access piers, parking, portable restroom facilities, landscaping, property acquisition and utilities.

12. Provide the names and addresses of the adjacent property owners. Also identify the property owners of view of the drawing described in Attachment "A". (Attach additional sheets if necessary.)

1. Diamondhead Properties, Inc.

Registered Agent: Patrick Floyd  
367 St. Augustine Drive  
Madison, MS 39110

Officer/Director: Joseph E Floyd  
P.O. Box 6292  
Diamondhead, MS 39525

2. Purcell Co, Inc.

4401 E Aloha Drive  
Diamondhead, MS 39525

3. Peter Casano

7511 Turnberry Drive  
Diamondhead, MS 39525

13. List all approvals or certifications received or applied for from Federal, State and Local agencies for any structures, construction, discharges, deposits or other activities described in this application. Note that the signature in Item 14 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required, place N/A in the space for Type Approval.

<u>Agency</u>	<u>Type Approval</u>	<u>Application Date</u>	<u>Approval Date</u>
Dept. of Environmental Quality			
Dept. of Marine Resources			
Army Corps of Engineers			
City/County _____			
Other _____			

**14. Certification and signatures**

Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with and responsible for the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I am the owner of the property where the proposed project is located or that I have a legal interest in the property and that I have full legal authority to seek this permit.

U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals, or covers up by any trick, scheme or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

**Mississippi Coastal Program (Coastal area only)**

I certify that the proposed project for which authorization is sought complies with the approved Mississippi Coastal Program and will be conducted in a manner consistent with the program.

---

Signature of Applicant or Agent

---

Date



**15. Fees**

Payable to MS Dept. of Marine Resources  
 \$50.00 Single-family residential application fee  
 \$500.00 Commercial application fee  
 Public notice fee may be required

Please include appropriate fees for all projects  
 proposed in coastal areas of Hancock, Harrison and  
 Jackson Counties.

**16. If project is in Hancock, Harrison or Jackson Counties, send one completed copy of this application form and appropriate fees listed in Item 15 to:**

Department of Marine Resources  
 Bureau of Wetlands Permitting  
 1141 Bayview Avenue  
 Biloxi, MS 39530  
 (228) 374-5000

**If project IS NOT in Hancock, Harrison or Jackson Counties, send one completed copy of this application form to each agency listed below:**

District Engineer  
 Mobile District  
 Attn: CESAM-RD  
 P.O. Box 2288  
 Mobile, AL 36628-0001

District Engineer  
 Vicksburg District  
 Regulatory Branch  
 Attn: CEMVK-OD-F  
 4155 Clay Street  
 Vicksburg, MS 39183-3435

Director  
 Mississippi Dept. of Environmental Quality  
 Office of Pollution Control  
 P.O. Box 10385  
 Jackson, MS 39289

**17. In addition to the completed application form, the following attachments are required:*****Attachment "A" Drawings***

Provide a vicinity map showing the location of the proposed site along with a written description of how to reach the site from major highways or landmarks. Provide accurate drawings of the project site with proposed activities shown in detail. All drawings must be to scale or with dimensions noted on drawings and must show a plan view and cross section or elevation. Use 8 1/2 x 11" white paper or drawing sheet attached.

***Attachment "B" Authorized Agent***

If applicant desires to have an agent or consultant act in his behalf for permit coordination, a signed authorization designating said agent must be provided with the application forms. The authorized agent named may sign the application forms and the consistency statement.

***Attachment "C" Environmental Assessment (Coastal Area Only)***

Provide an appropriate report or statement assessing environmental impacts of the proposed activity and the final project dependent on it. The project's effects on the wetlands and the effects on the life dependent on them should be addressed. Also provide a complete description of any measures to be taken to reduce detrimental offsite effects to the coastal wetlands during and after the proposed activity. Alternative analysis, minimization and mitigation information may be required to complete project evaluation.

***Attachment "D" Variance or Revisions to Mississippi Coastal Program (Coastal area only)***

If the applicant is requesting a variance to the guidelines in Section 2, Part III or a revision to the Coastal Wetlands Use Plan in Section 2, Part IV of the Rules, Regulations, Guidelines and Procedures of the Mississippi Coastal Program, a request and justification must be provided.



**CHINICHE**  
ENGINEERS & ARCHITECTS

407 Hwy 90  
Bay St. Louis, MS 39520  
Office: (228) 467-6755  
Email: jchinic@chiniche.com  
Website: www.chiniche.com

**OWNER INFORMATION**

THE CITY OF DIAMONDHEAD  
5000 DIAMONDHEAD CIRCLE  
DIAMONDHEAD, MS 39525

**SHEET TITLE**

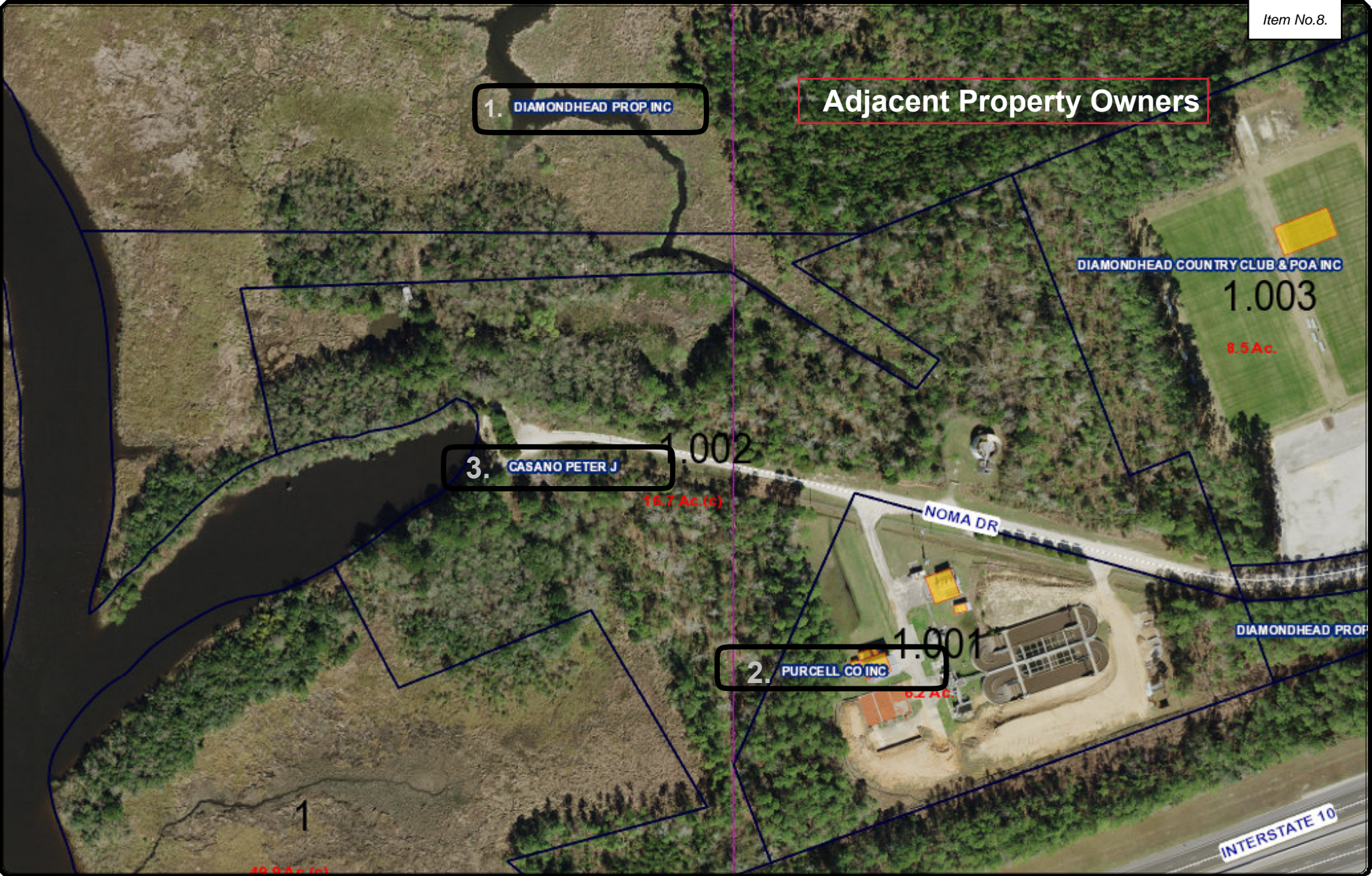
TITLE SHEET, SHEET INDEX & VICINITY MAP

**PRELIMINARY FOR REVIEW**



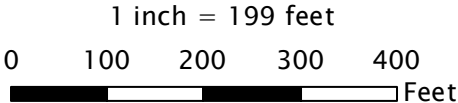

Noma Drive Improvements

Item No.8.



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

October 19, 2021





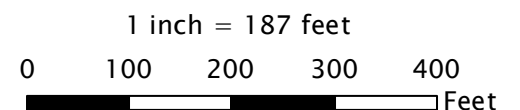
# Noma Drive Improvements

Item No.8.



October 19, 2021

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

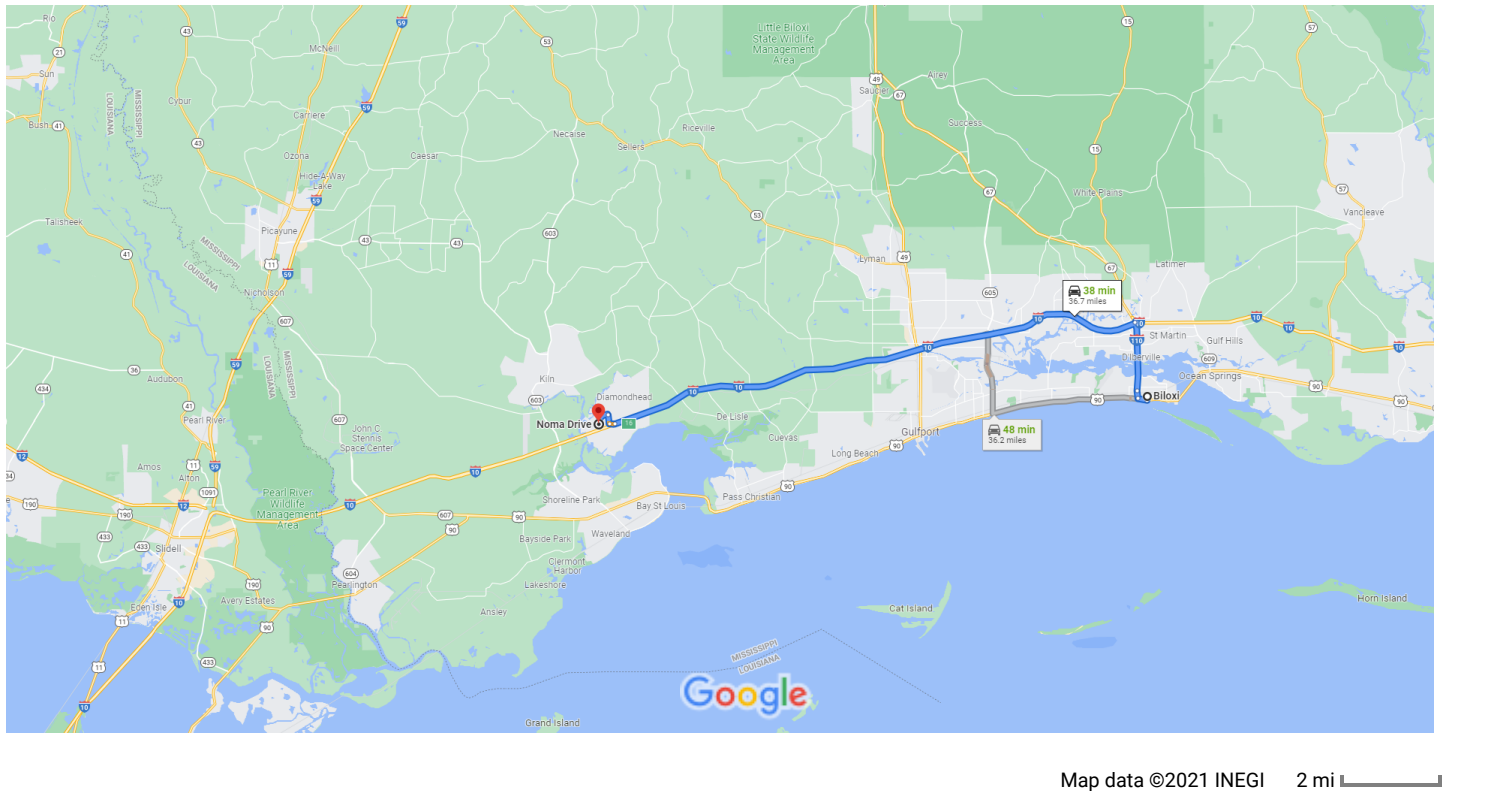




Google Maps

Biloxi, MS to Noma Dr, Diamondhead, MS 39525

Drive 36.7 miles, 38 min



Biloxi

Mississippi

Get on I-110 N/MS-15 N from Beach Blvd

- 4 min (1.2 mi)
- ↑

1. Head west on Howard Ave toward Main St

85 ft
- ↶

2. Turn left at the 1st cross street onto Main St

0.2 mi
- ↷

3. Turn right onto Beach Blvd

0.5 mi
- ⤴

4. Use the right lane to take the Interstate 110/MS-15 ramp to I-10

0.4 mi

Take I-10 W to Gex Dr in Diamondhead. Take exit 16 from I-10 W

- 32 min (34.1 mi)
- ↑

5. Continue onto I-110 N/MS-15 N

3.7 mi
- ↷

6. Take exit 4C to merge onto I-10 W toward New Orleans

20.0 mi



7. Take exit 16 toward Diamondhead

0.3 mi

Item No.8.

Follow Gex Dr to Noma Dr

4 min (1.4 mi)



8. Merge onto Gex Dr



Pass by Dairy Queen Grill & Chill (on the left)

0.5 mi



9. At the traffic circle, take the 3rd exit onto Noma Dr

0.8 mi



10. At the traffic circle, take the 1st exit and stay on Noma Dr

0.2 mi

Noma Dr

Diamondhead, MS 39525

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

## **Attachment “B” – Agent Authorization**





# MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

## Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Jason Chiniche

(name of agent)

Noma Drive

(location of project)

407 Highway 90

(address)

Diamondhead, MS 39525

Bay St. Louis, MS 39520

(city, state, zip code)

228-467-6755

(agent phone number)

Mike Reso

(print applicant name)

\_\_\_\_\_  
(applicant signature)

\_\_\_\_\_  
(date)

Do you want the permit mailed to the agent?  X  Yes      \_\_\_\_\_ No

## Attachment “C” – Environmental Assessment

**Attachment “D” – Variance or Revisions to Mississippi Coastal Program**



2021-361

Item No.9.

5000 Diamondhead Circle ·  
Diamondhead, MS 39525-3260

October 27, 2021

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

Dear Councilmembers:

Re: Surplus Humvee Utility Truck

The City has one Humvee Utility Truck (S/N 230652) that is no longer of use to the police department. This vehicle was acquired through the LESO Program of Mississippi Office of Surplus Property (Department of Finance & Administration). An in-state transfer of the vehicle to the Calhoun County Sheriff's Department was approved through the LESO Program. Approval to transfer the vehicle is hereby requested.

Sincerely,

  
Michael Reso  
City Manager

**EXHIBIT "C"****WORK ASSIGNMENT****WORK ASSIGNMENT NO. 001****GIS SYSTEM MAINTENANCE****ENGINEERS PROJECT NUMBER:** \_\_\_\_\_

This Work Assignment is executed in accordance with the Master Services Agreement entered into by **THE CITY OF DIAMONDHEAD** and **DIGITAL ENGINEERING**, on the 29<sup>th</sup> day of October, 2021.

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

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

Work Assignment will include monthly maintenance to the City of Diamondhead GIS System. Updates will be made to the GIS System as requested by the City of Diamondhead for a period of up to 12 months.

**WORK ASSIGNMENT TERM**

No new Work Assignments shall be executed after October 28, 2024.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28, 2024., at 11:59 P.M/ CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

**DBE GOAL**

*The DBE goal established for this Work Assignment shall be 0%.*

**KEY PERSONNEL****PRINCIPAL ENGINEER**

L. Bruce Newton, PE

**SENIOR PROJECT MANAGER**

John M. Stein, PE

**PROFESSIONAL ENGINEER**

Christina Wheeler-Shurley, PE

**CADD TECHNICIAN**

Michael Prine

**CLERICAL**

Candice Cox

**PROGRESS SCHEDULE**

This Work Assignment will include maintenance to the City of Diamondhead GIS system, as requested by the City of Diamondhead, for a period of one year.

**MAXIMUM ALLOWABLE COST****Contract Maximums:**

Under no circumstances shall the amount payable by the Owner for this assignment exceed **\$12,000.00** (Total of all Charges) without the prior consent of both parties. The Labor Rate has been identified in Table 1: Rate Schedule for Labor Hours.

**Table 1: Rate Schedule for Labor Hours**

<b>NAMES</b>	<b>LABOR CLASSIFICATION</b>	<b>RATE</b>
L. Bruce Newton, PE	PRINCIPAL ENGINEER	\$ 162
John M. Stein, PE	SENIOR PROFESSIONAL ENG	\$ 145
Christina Shurley, PE	SENIOR PROFESSIONAL ENG	\$ 145
Michael Prine	SR. CADD TECHNICIAN	\$ 90
Candice Cox	CLERICAL	\$ 50

Both parties hereto represent that they have authority to enter into this Work Assignment No. 001, as "Exhibit "C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

**SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Michael Reso, City Manager

**WITNESS** this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021,

**DIGITAL ENGINEERING**

\_\_\_\_\_  
L. Bruce Newton, PE., Executive Vice President

**ATTEST:** \_\_\_\_\_

**EXHIBIT “C”****WORK ASSIGNMENT****WORK ASSIGNMENT NO. 002****DEVELOPER PLANS AND SPECIFICATIONS REVIEW**

**ENGINEER’S PROJECT NUMBER:** \_\_\_\_\_

This Work Assignment is executed in accordance with the Master Services Agreement entered into by **THE CITY OF DIAMONDHEAD** and **DIGITAL ENGINEERING**, on the 29<sup>th</sup> day of October, 2021.

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

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

Work Assignment No. 002 is to review developer plans and specifications for general conformance with CITY criteria (commercial or residential) to include drainage assessments and recommendations. Digital Engineering will provide the City with written comments after each review.

**WORK ASSIGNMENT TERM**

No new Work Assignments shall be executed after October 28, 2024.

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

**DBE GOAL**

*The DBE goal established for this Work Assignment shall be 0%.*

**KEY PERSONNEL****PRINCIPAL ENGINEER**

L. Bruce Newton, PE

**SENIOR PROJECT MANAGER**

John M. Stein, PE

**PROFESSIONAL ENGINEER**

Christina Wheeler-Shurley, PE

**CADD TECHNICIAN**

Michael Prine

**CLERICAL**

Candice Cox

**SCHEDULE**

Plans and specifications will be reviewed within 30 days of receipt.

**MAXIMUM ALLOWABLE COST****Contract Maximums:**

Under no circumstances shall the amount payable by the Owner for this assignment exceed **\$10,000** (Total of all Charges) without the prior consent of both parties. The intention of this work assignment is to provide funding for multiple review assignments. An accounting of remaining funds in the budget will be required prior to the start of each assignment to ensure that adequate funds are available. The Labor Rate has been identified in Table 1: Rate Schedule for Labor Hours.

**Table 1: Rate Schedule for Labor Hours**

<b>NAMES</b>	<b>LABOR CLASSIFICATION</b>	<b>RATE</b>
L. Bruce Newton, PE	PRINCIPAL ENGINEER	\$ 162
John M. Stein, PE	SENIOR PROFESSIONAL ENG	\$ 145
Christina Shurley, PE	SENIOR PROFESSIONAL ENG	\$ 145
Michael Prine	CADD TECHNICIAN	\$ 90
Candice Cox	CLERICAL	\$ 50

Both parties hereto represent that they have authority to enter into this Work Assignment No. 002, as "Exhibit "C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

**SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**CITY OF DIAMONDHEAD**

\_\_\_\_\_  
Michael Reso, City Manager

**WITNESS** this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 2021,

**DIGITAL ENGINEERING**

\_\_\_\_\_  
By: L. Bruce Newton, PE., Executive Vice President

**ATTEST:**\_\_\_\_\_



**EXHIBIT "C"****WORK ASSIGNMENT****WORK ASSIGNMENT NO 1**  
(Open Work Assignment for Plan Review)

PROJECT NUMBER: - \_\_\_\_\_

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29<sup>th</sup>, 2021.

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

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

**SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE**

The Scope of Work is as follows:

- Review the construction plans for Various developments in Diamondhead for compliance with the 2012 edition of the International Building, Mechanical, Plumbing, Fire and Gas (if needed) codes and the 2011 edition of the National Electrical Code.
- Review the construction and site plans for compliance with Accessible and Usable Buildings and Facilities ICC A117.1-2009
- Review the site plans for compliance with the Stormwater Ordinance and the Zoning Ordinance as it relates to stormwater.
- Provide a written report identifying non-compliance issues. Please state if more information is required.
- Complete the review and submit report within 10 business working days upon given a Notice To Proceed by the Building Official and/or City Manager\*.
- Participate in a Development Review Committee meeting with the developer, contractor and/or their representative and other City representatives to discuss your report.
- Complete reviews and make recommendations to the city on individual drainage issues that may arise throughout the city.
- If re-submittals are required, you shall also review and comment on those submittals.

**WORK ASSIGNMENT TERM** No new Work Assignments shall be executed after October 28, 2024.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

## DBEGOAL

*The DBE goal established for this Work Assignment shall be N/A %*

## KEYPERSONNEL

Principal in Charge  
Sr. Professional Engineer  
Project Manager  
Project Manager

Gerrod Kilpatrick, P.E.  
Nick Moody, P.E.  
Bradford Jones, AIA  
Fernanda Silva, AIA

## PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 10,000 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 1, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

City of Diamondhead

By; \_\_\_\_\_

WITNESS this my signature in execution hereof, this the 28<sup>th</sup> day of October, 2021.

By:

 \_\_\_\_\_

Gerrod Kilpatrick, P.E.,

ATTEST:  \_\_\_\_\_

October 28, 2021

Mike Reso  
City Project Manager  
City of Diamondhead Public Works  
5000 Diamondhead Circle  
Diamondhead, Ms  
Ph: 228-222-4626 Fax: 228-222-4390  
Sent via Email to: [mreso@diamondhead.ms.gov](mailto:mreso@diamondhead.ms.gov)

Re: NRCS Channel Stabilization at Diamondhead @ Alkii Way - Change Order 3  
Pickering Firm, Inc. Project No. 25748.00

Mr. Reso,

Site visits and discussions were held on Tuesday, September 26, 2021 to address multiple issues concerning quantity changes and bank stabilization along the length of the concrete paved ditch.

The attached spreadsheet details the base bid, projected quantities to complete the project, and any differenced in quantities and cost including this change order.

- 21-1 Common Excavation removed from the site (lvm) increased by 314 cubic yards from 100cy to 414cy.
- 23-1 Earthfill (off-site) decreased from 180cy to 98cy saving \$1,968.00.
- CO1 Limestone, Item CO1 that was added to the project by the first change order overran by 78tons and cost the project \$4,924.71. Items mentioned above add \$12,376.71 to the project total.

The extension of the existing riprap lined channel 15' to bypass the trunk and root system along the west bank of the concrete paved ditch being constructed behind 573 Alkii Way in Diamondhead. This method was chosen to complete the transition between the newly paved concrete lined ditch and the existing riprap without compromising the fence lining the perimeter of the back yard or the newly paved concrete lined ditch. It was estimated to require 30 square yards of 300lb riprap and 4cy of grout and will cost approximately \$4,770.00.

Last, the addition of three concrete flumes to the east side of the concrete ditch would benefit the bank stabilization and assist in directing flow. The addition of this item will cost \$1,500.00

Please find a copy of the change order document requesting: 3ea. Concrete Flumes, extension of the existing Grouted Riprap for stability, and other project overruns for the amount of \$18,646.71. A time extension of 15 calendar days is also requested. Pickering recommends approval of Change Order No. 3 to ERS, Inc. for additional monetary amount of \$18,646.71 with an extension to the contract time of 15 additional calendar days. The contract amount remains at \$382,971.71 and substantial completion date of November 18, 2021.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,

**PICKERING FIRM, INC.**



Koby Coulon, PE  
Civil Engineer

**Change Order No. 3**

Date of Issuance: 10/28/2021

Effective Date: Date of full Execution below

Owner: City of Diamondhead

Owner's Contract No.: \_\_\_\_\_

Contractor: ERS, Inc

Contractor's Project No.: \_\_\_\_\_

Engineer: Pickering Firm, Inc.

Engineer's Project No.: 25748.00

Project: Channel Stabilization at Diamondhead Drive @ Alkii Way

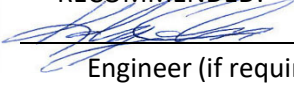
Contract Name: \_\_\_\_\_

The Contract is modified as follows upon execution of this Change Order:

Description: Addition of 15 calendar days to contract time, project overruns, extension of existing grouted riprap bank for stabilization.

Attachments: Cost breakdown, Letter from ERS, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>342,905.00</u>	Original Contract Times: Substantial Completion: <u>August 15, 2021</u> Ready for Final Payment: _____
Increase from previously approved Change Orders No. ____ to No. ____:  \$21,420.00	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>September 4, 2021</u> Ready for Final Payment: _____
Contract Price prior to this Change Order:  \$ <u>364,325.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 3, 2021</u> Ready for Final Payment: _____
Increase of this Change Order:  \$ 18,646.71	Increase of this Change Order: Substantial Completion: <u>15 calendar days</u> Ready for Final Payment: _____
Contract Price incorporating this Change Order:  \$ <u>382,971.71</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 18, 2021</u> Ready for Final Payment: _____

<p><b>RECOMMENDED:</b></p> <p>By: <u></u> By: _____</p> <p>Engineer (if required)</p> <p>Title: <u>Civil Engineer</u> Title: _____</p> <p>Date: <u>10/28/2021</u> Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____ By: _____</p> <p>Owner (Authorized Signature) Contractor (Authorized Signature)</p> <p>Title: _____ Title: _____</p> <p>Date: _____ Date: _____</p>
--	--

Approved by Funding Agency (if applicable)

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

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

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

ERS, Inc. : 1635 Lelia Drive, Suite 202 Joackson, MS 39216 COR No. 09317-MC						PROJECTED		DIFFERENCE	
BASE BID									
Item No.	Description	Unit	Qty	Unit Price	Extension	Qty	Extension	Qty	Extension
4-1	CHANNEL CLEARING & SHAPING	LF	780	\$ 62.00	\$ 48,360.00	780	\$ 48,360.00	-	\$ -
5-1	POLLUTION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	-	\$ -
6-1	SEEDING, SPRIGGING, & MULCHING	AC	0.19	\$ 2,000.00	\$ 380.00	0.19	\$ 380.00	-	\$ -
6-2	EROSION CONTROL BLANKET	SY	920	\$ 6.00	\$ 5,520.00	920	\$ 5,520.00	-	\$ -
7-1	CONSTRUCTION SURVEY	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	-	\$ -
8-1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 13,000.00	\$ 13,000.00	1	\$ 13,000.00	-	\$ -
11-1	REMOVAL OF WATER	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	-	\$ -
21-1	COMMON EXCAVATION (REMOVED FROM SITE) (LVM)	CY	100	\$ 30.00	\$ 3,000.00	414	\$ 12,420.00	314	\$ 9,420.00
21-2	UNCLASSIFIED EXCAVATION (PM)	CY	825	\$ 22.00	\$ 18,150.00	825	\$ 18,150.00	-	\$ -
23-1	EARTHFILL (OFF-SITE) (LVM)	CY	180	\$ 24.00	\$ 4,320.00	98	\$ 2,352.00	(82)	\$ (1,968.00)
66-1	CONCRETE PAVED DITCH (PM)	CY	290	\$ 755.00	\$ 218,950.00	290	\$ 218,950.00	-	\$ -
66-2	LOOSE ROCK RIP RAP, 300 LB	SY	115	\$ 115.00	\$ 13,225.00	115	\$ 13,225.00	-	\$ -
CO1	limestone	TON	340	\$ 63.00	\$ 21,420.00	418	\$ 26,344.71	78	\$ 4,924.71
CO3.1	individual flumes	ea		\$ 500.00		3	\$ 1,500.00	3	\$ 1,500.00
CO3.2	additional riprap (15'x23' Area)	SY		\$ 115.00		30	\$ 3,450.00	30	\$ 3,450.00
CO3.3	grout	CY		\$ 440.00		3	\$ 1,320.00	3	\$ 1,320.00
TOTAL - BASE BID					\$ 364,325.00		\$ 382,971.71		\$ 18,646.71



2021-367

Item No. 13.

**City of Diamondhead**  
**Budget Adjustments**  
**For the Fiscal Year Ending September 30, 2022**

Budget Entry				Adjustment	Effect on		Form to	Agenda	Council	Posted to InCode	
No. (InCode)	Account	Account Name	Account Type	Amount	Budget	Description	Council	Item	Approval	Date	Packet
Reopen Fund 116 in FY22 - Project Extended-Delayed due to Rain											
2022-04	116-301-254.00	Grant Funds-NRCS-Emergency Watershed	Revenue	288,750.00	(288,750.00)	Remaining FY21 Grant Funds	11/2/2021				
2022-04	116-301-381.00	Transfer In/Grant Match-NRCS-Emergency Watershed	Revenue	0.00	0.00	no change	11/2/2021				
2022-04	116-301-602.00	Professional Fees - Engineering NRCS-Emer Water	Expense	10,336.07	10,336.07	Remaining FY21 Available Engineering Funds	11/2/2021				
2022-04	116-301-912.00	Capital Outlay - Streets/Drainage-Emerg Watershed	Expense	90,862.26	90,862.26	Remaining FY21 Available Engineering Funds	11/2/2021				
				\$ (187,551.67)	Reopen Fund 116 in FY22 - Project Extended-Delayed due to Rain						
Fund 116-NRCS-Emergency Watershed Project-Change Order 3											
2022-05	001-900-951.00	Transfers Out-GRANT MATCH	Expense	18,646.71	18,646.71	Increase Transfer-Out Budget to cover change order	11/2/2021				
2022-05	116-301-381.00	Transfer In/Grant Match-NRCS-Emergency Watershed	Revenue	18,646.71	(18,646.71)	Increase in project cost not currently funded by grant	11/2/2021				
2022-05	116-301-912.00	Capital Outlay - Streets/Drainage-Emerg Watershed	Expense	18,646.71	18,646.71	Increase in project cost-Change Order #3	11/2/2021				
2022-05	001-301-900.00	Capital Outlay - Land	Expense	(18,646.71)	(18,646.71)	Reclass Funds to cover increased project cost	11/2/2021				
				\$ -	Fund 116-NRCS-Emergency Watershed Project-Change Order 3						
Amend Budget for Rollforward of 2021 Open Purchase Orders											
BA0060	001-140-601.00	Professional Fees - Consulting	Expense	4,500.00	4,500.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-140-602.00	Professional Fees - Engineering	Expense	8,534.51	8,534.51	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-140-604.00	Professional Fees - Architectural Services	Expense	8,500.00	8,500.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-140-901.00	Capital Outlay - Building	Expense	197,872.25	197,872.25	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-200-501.00	Supplies	Expense	1,224.00	1,224.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-200-535.00	Uniforms	Expense	1,699.72	1,699.72	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-200-918.00	Capital Outlay - Officer's Equipment	Expense	4,713.50	4,713.50	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-280-505.00	FF&E Non-Capitalized	Expense	3,988.12	3,988.12	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-280-602.00	Professional Fees - Engineering	Expense	11,410.50	11,410.50	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-280-605.00	Professional Fees - IT	Expense	4,093.33	4,093.33	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-280-620.00	Advertising	Expense	114.02	114.02	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-280-922.00	Capital Outlay - Software	Expense	14,520.00	14,520.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-501.00	Supplies	Expense	492.40	492.40	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-571.00	Repairs & Maintenance - Equipment	Expense	254.60	254.60	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-601.00	Professional Fees - Consulting	Expense	31,213.75	31,213.75	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-602.00	Professional Fees - Engineering	Expense	69,946.51	69,946.51	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-635.00	Professional Fees - R&M Outside Services	Expense	4,300.00	4,300.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-681.00	Other Services & Charges	Expense	590.00	590.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-301-683.00	Professional Fees - Debris Removal	Expense	90,650.00	90,650.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	001-653-601.00	Professional Fees - Consulting	Expense	7,615.47	7,615.47	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	115-000-602.00	Professional Fees - Engineering Tidelands FY20	Expense	47,208.85	47,208.85	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0060	117-301-602.00	Professional Fees - Engineering MDA East Aloha In	Expense	5,420.06	5,420.06	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0061	001-301-583.00	Gravel, Sand, Rip Rap	Expense	4,850.00	4,850.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
BA0061	156-653-602.00	Professional Fees - Engineering - Commercial Dist	Expense	262,900.00	262,900.00	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021				
				\$ 786,611.59	Amend Budget for Rollforward of 2021 Open Purchase Orders						
Correct BA0000060 & BA0000061											
2022-06	115-000-602.00	Professional Fees - Engineering Tidelands FY20	Expense	(47,208.85)	(47,208.85)	BA0060- PO 2021-138 & 2021-0533 Grant Funds have already been rebudgeted	11/2/2021				
2022-06	117-301-602.00	Professional Fees - Engineering MDA East Aloha In	Expense	(5,420.06)	(5,420.06)	BA0060- PO 2021-0141 - Grant Funds have already been rebudgeted	11/2/2021				
2022-06	156-653-602.00	Professional Fees - Engineering - Commercial Dist	Expense	(262,900.00)	(262,900.00)	BA0061- PO 2021-0508 - Grant Funds have already been rebudgeted	11/2/2021				
				\$	Correct BA0000060 & BA0000061						

**City of Diamondhead**  
**Budget Adjustments**  
**For the Fiscal Year Ending September 30, 2022**

<u>Budget Entry</u>				<u>Adjustment</u>	<u>Effect on</u>		<u>Form to</u>	<u>Agenda</u>	<u>Council</u>	<u>Posted to InCode</u>
<u>No. (InCode)</u>	<u>Account</u>	<u>Account Name</u>	<u>Account Type</u>	<u>Amount</u>	<u>Budget</u>	<u>Description</u>	<u>Council</u>	<u>Item</u>	<u>Approval</u>	<u>Date</u> <u>Packet</u>
<b><u>Amend Budget for Rollforward of 2021 Open Purchase Orders</u></b>										
2022-07	001-140-601.00	Professional Fees - Consulting	Expense	58,962.50	58,962.50	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021			
2022-07	001-280-602.00	Professional Fees - Engineering	Expense	5,301.55	5,301.55	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021			
2022-07	001-301-602.00	Professional Fees - Engineering	Expense	44,187.56	44,187.56	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021			
2022-07	001-301-912.01	Capital Outlay - Paving	Expense	166,970.43	166,970.43	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021			
2022-07	104-301-912.00	Capital Outlay - Streets/Drainage	Expense	1.21	1.21	2021 Open Purchase Orders Rolled to FY 2022	11/2/2021			
				<b>\$ 275,423.25</b>	<b><u>Amend Budget for Rollforward of 2021 Open Purchase Orders</u></b>					

**PROFESSIONAL SERVICES TASK ORDER**

Item No. 14.

**Task Order Number # 4**

**BRIC Application Development and Benefit Cost Analysis (BCA)**

Subject to the Agreement between the City of Diamondhead [CLIENT] and Rostan Solutions, LLC [ROSTAN], effective March 26<sup>th</sup>, 2021, the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

---

**1. Basic Project Information**

Project Name: 2021 BRIC Application Development and Benefit Cost Analysis (BCA)

Project Location: 5000 Diamondhead Circle, Diamondhead, MS 39525

CLIENT Representative: Jeannie Klein, City Clerk

ROSTAN Representative: Adam Ferguson, Sr. Project Manager

2. **Scope of Services:** ROSTAN shall perform its Basic and Optional Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
3. **Period of Service:** The period of service shall **October 27, 2021 – November 30, 2021**
4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$15,000.00**
5. This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.

**ISSUED AND AUTHORIZED BY:**

**ACCEPTED AND AGREED TO BY:**

CITY OF DIAMONDHEAD, MS

ROSTAN SOLUTIONS, LLC

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

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

Title:

Title: Vice President

**Task Order Number # 4**  
**BRIC Application Development and Benefit Cost Analysis (BCA)**

**Attachment 1**

**Scope of Services**

**1.) Mitigation Consulting Services**

**Grant Management Tasks:**

- Provide general grant management consulting services.
- Provide consulting services for mitigation projects as appropriate and participate/facilitate meeting with MEMA, FEMA, Etc.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation and respond to all STATE/FEMA Requests for Information (RFI).
- Prepare application for mitigation program and submit in accordance with respective grant program guidelines.

**Eligibility Tasks:**

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to mitigate against future damages.
- Develop Benefit Cost Analysis (BCA) and supporting methodology.
- Assist CLIENT in developing approach to filing and tracking costs.
- Prepare Letters of No Objection.
- Prepare Letters of Project Support.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs for presentation to FEMA and STATE.
- Assist CLIENT to prepare project reconciliations.

**Engagement Task Deliverables:**

- Work with STATE and FEMA representatives to facilitate the coordination of the project application submittal.
- Status meetings; Notes / Actions Items.
- Recommendation Memos regarding FEMA Process and/or Policy (as needed).
- Support Services for project engagement.
- Support in required responses to information requests and state/federal RFIs.

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking Direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of the mitigation program.

**CLIENT Responsibilities:**

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person/key contacts.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

**PROFESSIONAL SERVICES TASK ORDER**

*Item No. 14.*

**Task Order Number # 4**  
**BRIC Application Development and Benefit Cost Analysis (BCA)**

**Attachment 2**

- 1.) Pricing. The scope of services set forth herein for Task Order 4 is being estimated based upon current knowledge of project scope. The budget estimate for this Task Order is a not-to-exceed amount of \$15,000.00. The Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) Expenses and Travel. Rates are inclusive of all costs.
- 3.) Rate Schedule. See Schedule B of the Agreement for Professional Services.



TO: Mayor, City Council and City Manager

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

DATE: October 27, 2021

SUBJECT: Recommendation from Planning Commission Accessory Building Variance Request David Dreher

David Dreher has filed an application requesting a variance from the Zoning Ordinance (Article 4.18.3 D ii) to allow the construction of a roof over a concrete slab basketball court totaling 4875 sf. and 25' 6" high. This would be the second accessory building at this address. The property address is 8438 Kimo Court. The tax parcel number is 067M-1-35-175.000. The property is in an R-2 zoning district. The maximum square footage allowed for an accessory structure is 800 sf. The variance requested is 4,075 sf. The maximum height allowed is 25'. The variance requested is 6". There shall only be one accessory structure on a property. The variance requested is a second accessory building on this property. The Case File Number is 202100343.

This is a request for 3 variances. Adding the roof to the basketball court makes it an accessory structure. The ordinance regarding accessory structures states:

1. Shall not exceed 800 sf. This variance would grant 6 times the maximum sf. The accessory structure will be larger than most houses in Diamondhead.
2. Shall only be one on a property. A pool house already exists.
3. Maximum height shall not exceed 25'.

Received and read into the record a letter from 4 residents objecting to the variance.

At its regular meeting on October 26, 2021, the Planning Commission voted 5-0 to recommend denying the variance.



A swimming pool designated to contain a water depth of twenty four (24") inches or more shall not be located, constructed, or maintained on any lot or land area except in conformity with the following requirements:

- i. Location. No pool shall be located in front of the principal building. No above or in-ground pool shall be located within ten (10') feet of a side or rear lot line or under any electrical lines, or over any utility or drainage facility. No portion of any walkway or pool appurtenance structure shall be closer than four (4') feet to any lot line.
- ii. Fence. Swimming pools shall be fenced in accordance with the applicable building code in force for the City of Diamondhead.

*D. Residential Accessory Building, Structure or Use.*

Permitted residential accessory buildings, structures or uses include:

- i. Parking Spaces and Garages shall be provided in accordance with Article 8, but no parking garage shall be detached from the main structure.
- ii. Structures.
  - (a) Uses: A principal structure shall be already constructed on the same lot.
  - (b) Use Limitation: Accessory structures shall not be used as a habitable dwelling unit.
  - (c) Types of structures i.e. bathhouses, greenhouses, outdoor kitchens, storage sheds, detached decks, pergolas and RV/camper storage etc. not otherwise addressed herein.
  - (d) Area limitation: Accessory structures shall be limited to 30% of the footprint of the primary structure but not to exceed 800 square feet whichever is less.
  - (e) Maximum height: The maximum height shall not exceed twenty-five (25') feet. However, the height of the accessory structure shall not exceed the height of the primary structure. The accessory structure shall not exceed one (1) story (see f).
  - (f) Setbacks: The structure shall not be located in front of nor within ten (10') feet of the principal building and not within five (5') feet from a side lot line, nor within ten (10') feet of a rear lot line. If the height exceeds fifteen (15') feet, the accessory structure shall meet the required setbacks of the primary structure.
  - (g) Types of Materials: To insure architectural compatibility, building design shall be in keeping with the design patterns and architectural features consistent with the primary structure.
  - (h) Number of structures: There shall only be one accessory structure on a property.



# City of Diamondhead

Item No. 15.

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

## STAFF REPORT TO PLANNING COMMISSION

DATE: October 18, 2021

CASE FILE NUMBER: 202100343

APPLICANT: David Dreher, Jr.

ZONING DISTRICT: R-2 Medium Density Single Family

TYPE OF APPLICATION: Variance

NATURE OF REQUEST: David Dreher has filed an application requesting a variance from the Zoning Ordinance (Article 4.18.3 D ii) to allow the construction of a roof over a concrete slab basketball court totaling 4875 sf. and 25' 6" high. This would be the second accessory building at this address.

The property address is 8438 Kimo Court. The tax parcel number is 067M-1-35-175.000. The property is in an R-2 zoning district. The maximum square footage allowed for an accessory structure is 800 sf. The variance requested is 4,075 sf. The maximum height allowed is 25'. The variance requested is 6". There shall only be one accessory structure on a property. The variance requested is a second accessory building on this property. The Case File Number is 202100343.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: October 26, 2021

### ACTION BY THE PLANNING COMMISSION:

FINDINGS: The Planning Commission may recommend granting a variance provided affirmative findings of fact are made on each of the following criteria:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district. By way of example, special conditions circumstances peculiar to land could include irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions.
- B. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title.
- C. That special conditions and circumstances do not result from the actions of the applicant.
- D. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.



- F. The Variance would observe the spirit of the Ordinance and would not change the character of the district.
- G. The Variance would observe the spirit of the Comprehensive Plan.
- H. That the Variance requested will not result in any change in use or density of the subject property.

NOTES: In recommending that any variance be granted, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with the zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the zoning ordinance and punishable as determined within the zoning ordinance.

Under no circumstances shall the Planning Commission or Mayor and City Council grant a variance to allow a use not permissible under the terms of the zoning ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the zoning ordinance in said district.

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

The staff recommends denying the Variance based on the following findings of fact.

- A. That special conditions and circumstances do not exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district
- B. That literal interpretation of the provisions of this title would not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title.
- C. That special conditions and circumstances do result from the actions of the applicant.
- D. That granting the variance requested will confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, is beyond the minimum variance that will afford relief and will not represent the least modification possible of the regulation in issue. It is extremely excessive.
- F. The Variance would not observe the spirit of the Ordinance and would change the character of the district.
- G. The Variance would not observe the spirit of the Comprehensive Plan.
- H. That the Variance requested will not result in any change in use or density of the subject property.



Commissioner Item No. 15.  
Commissioner  
Commissioner Debrow  
Commissioner Rubar  
Commissioner Hourin  
Commissioner Torguson  
Commissioner Hector

## **AGENDA**

### **PLANNING AND ZONING COMMISSION**

**Tuesday, October 26, 2021**

**6:00 PM CST**

Council Chambers, City Hall  
and via teleconference, if necessary

---

#### **Call to Order**

#### **Statement of Purpose**

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

#### **Pledge of Allegiance**

#### **Roll Call**

#### **Confirmation or Adjustments to Agenda**

#### **Approval of Minutes**

2. Approval of August 24, 2021 minutes.

#### **New Business**

3. David Dreher has filed an application requesting a variance from the Zoning Ordinance (Article 4.18.3 D ii) to allow the construction of a roof over a concrete slab basketball court totaling 4875 sf. and 25' 6" high. This would be the second accessory building at this address. The property address is 8438 Kimo Court. The tax parcel number is 067M-1-35-175.000. The property is in an R-2 zoning district. The maximum square footage allowed for an accessory structure is 800 sf. The variance requested is 4,075 sf. The maximum height allowed is 25'. The variance requested is 6". There shall only be one accessory structure on a property. The variance requested is a second accessory building on this property. The Case File Number is 202100343.
4. The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to require all new street names to be Hawaiian in the Subdivision Regulations (Ordinance Number 2020-001). The proposed text amendment shall add to Article 308.7. "All other proposed street names shall be Hawaiian.". The Case File Number is 202100385.
5. Approval of 2022 Planning and Zoning Commission Calendar.

#### **Unfinished Business**

#### **Open Public Comments to Non-Agenda Items**

#### **Commissioners' Comments**

#### **Communication / Announcements**

*Denied  
5-0*

October 19, 2021

Dear Mr. Rich,

We are writing this letter in protest to Case File Number 202100343, regarding the addition of a second accessory building to this property at 8438 Kimo Court. It is stated in your letter to the families residing on Kimo Court that **"there shall be only one accessory structure on a property."** Mr. Dreher has one accessory building on-site. The one accessory building is a Pool House, which is the size of a small home.

Recently, Mr. Dreher added an extended addition to his home, which was a new garage area. Many neighbors did not notice a **Building Permit** in the window of the home or on the external fence around the yard, perhaps the **Building Permit** was in the home. According to the Diamondhead website, **"most construction projects require a permit."** This structure *does not detract* from the curb appeal of his home, so the neighbors did not feel intruded upon.

With the request of the second accessory, it will affect his direct neighbors and surrounding neighbors. The structure will change the view of his direct neighbor's backyard that is tranquil and has a beautiful view of nature!

Building a roof over the concrete slab basketball court and possible baseball batting cage disrupts the character of the homes that already exist on Kimo Court. We are not talking about a small area to be constructed, but an area of 4,075 square feet. The surrounding neighbors do not want to view a "towering roof," that is not a primary domicile, as they walk on Kimo Court or sit on their property to enjoy an evening with nature.

The second accessory building should not be permitted to be developed, since the structure could alter the market value of the surrounding homes on Kimo Court. If a gym is needed for children to play basketball, perhaps the city of Diamondhead should consider building one on an undeveloped area away from residential homes.

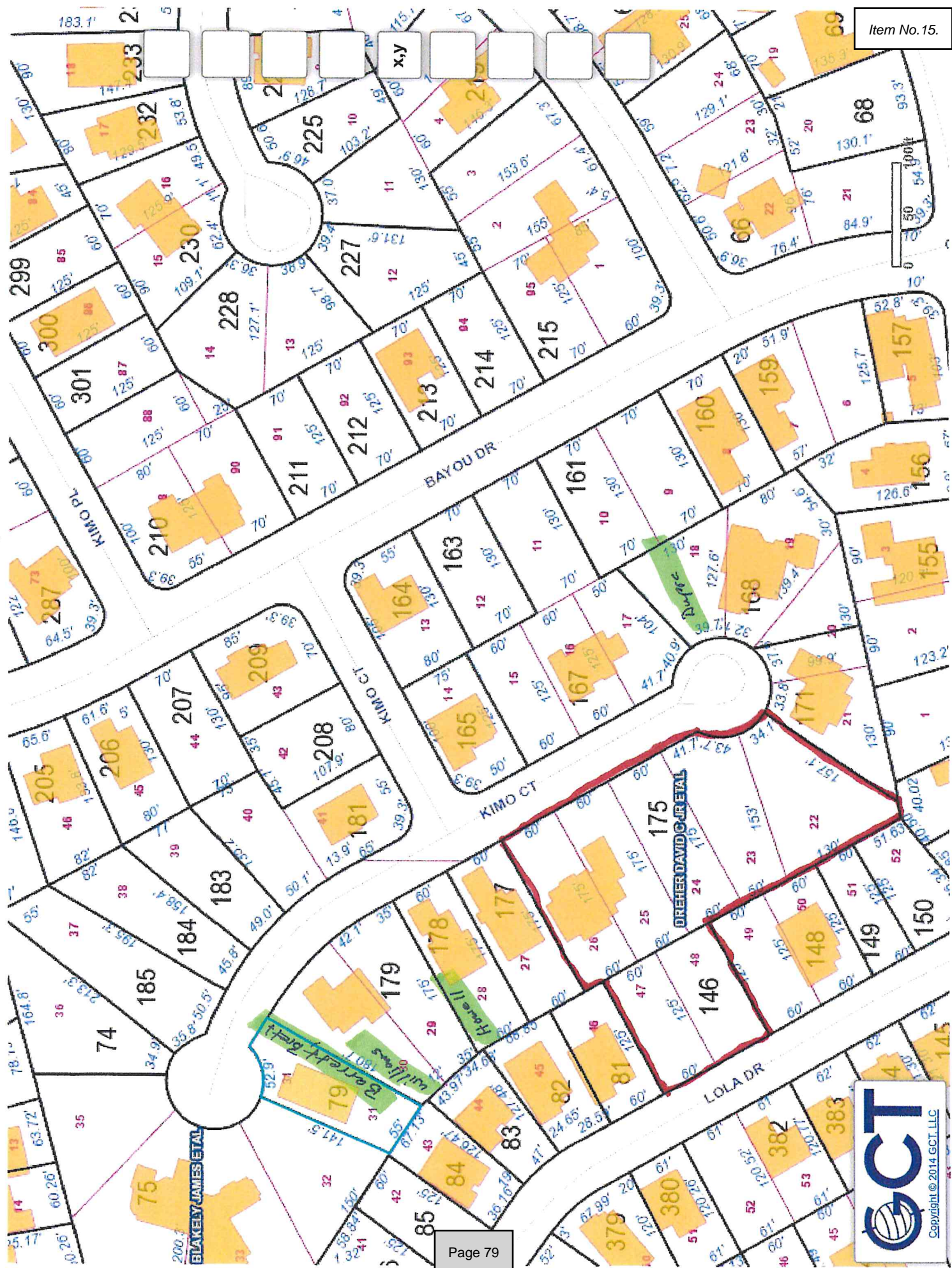
For the specific reason of "pushing limits," **we protest the construction on the property of 8438 Kimo Court for the roof over the basketball court and possible baseball batting cage.** We would like to keep our peaceful and naturesque street intact!

Respectfully,

The Families Residing on Kimo Ct.

Maria C. Burnett 8432  
 Deborah Williams 8430  
 Derek A. Williams  
 Ronald E. Howell 8432  
 Edurnia DuCre  
 Michael DuCre 8448





Item No. 15.



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

## APPLICATION FOR VARIANCE REQUEST

Case Number: 202100343Date 8/25/2021Applicant: David C. Dreher Jr.Applicant's Address: 8438 Kimo CourtApplicant's Email Address: Gulfcoastgolfcourts@gmail.comApplicant's Contact Number: (Home) N/A (Work) 228-255-0092 (Cell) 228-669-2304Property Owner: David & Lynsey DreherOwner's Mailing Address: 8438 Kimo CourtOwner's Email Address: Gulfcoastgolfcourts@gmail.comOwner's Contact Number: (Home) \_\_\_\_\_ (Work) 228-255-0092 (Cell) 228-255-0092Tax Roll Parcel Number: 067M01-35-175.00Physical Street Address: 8438 Kimo CourtLegal Description of Property: 25-26 Blk 4 UN 6. Diamondhead P

Zoning District: \_\_\_\_\_

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

To apply for a roof over a basketball court on a  
pre-existing slab on my property behind my fence.

(estimate size 68x70) 4,830 sq. ft.



REQUIRED ITEM AProperty Owner David & Lynsey DeherStreet Address 8438 Liano Court

Statement Describing Variance Request

To apply for a roof over a basketball court on a pre-existing  
slab on my property behind my fence.  
(estimate size 69x70)

The reasons why it complies with the criteria for variances:

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

Response: It only affects the structure in question and  
no other surrounding properties.

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

Response: No it will not.

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

Response: No they are not.

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

Response: No it will not.

## STATEMENT OF UNDERSTANDING

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

The application fee of \$100.00 <sup>2 (+1.00 A/H fee) = total of 101.00</sup> must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

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

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

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

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

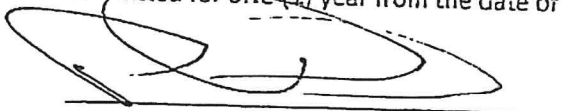
That additional information may be required by the Planning Commission prior to final disposition.

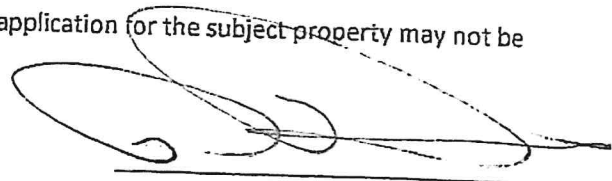
The City Council will not accept new case evidence once the recommendation has been made by the Planning Commission. If new evidence needs to be presented, the applicant will need to request that the matter be referred back to the Planning Commission for review.

The Public Hearing will be held on October 26, 2021 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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

  
Signature of Applicant

  
Signature of Property Owner

\_\_\_\_ For Official Use Only \_\_\_\_

☒ \$100.00

☐ Copy of Deed, Lease or Contract

☐ Site Plan

☐ Parking Spaces

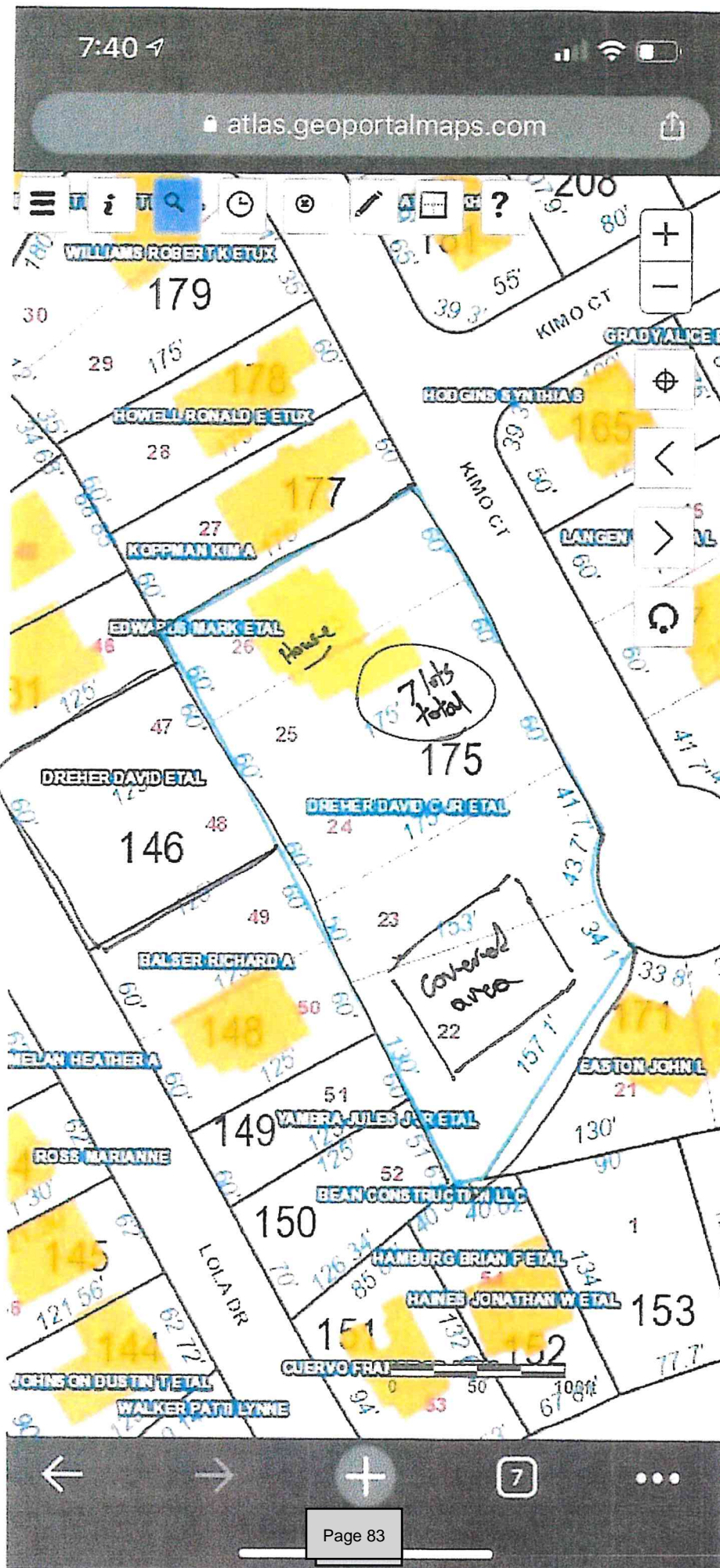
☐ List of Property Owner

☐ Application Signed




☐ Written Project Description


☐ Drainage Plan NA ☐








☐ Notarized Statement NA ☐





7:40   


atlas.geoportalmaps.com 

179 178 177 165 16 153






HOWELL RONALD E ETAL  
KOPPMAN KIM A  
EDWARDS MARK ETAL  
HODGINS SYNTHIAS  
LANCEN W  
EASTON JOHN L  
PRINCE MARE

KIMO CT  
DIAMONDHEAD DR W

**DREHER DAVID C JR ETAL**  Street View

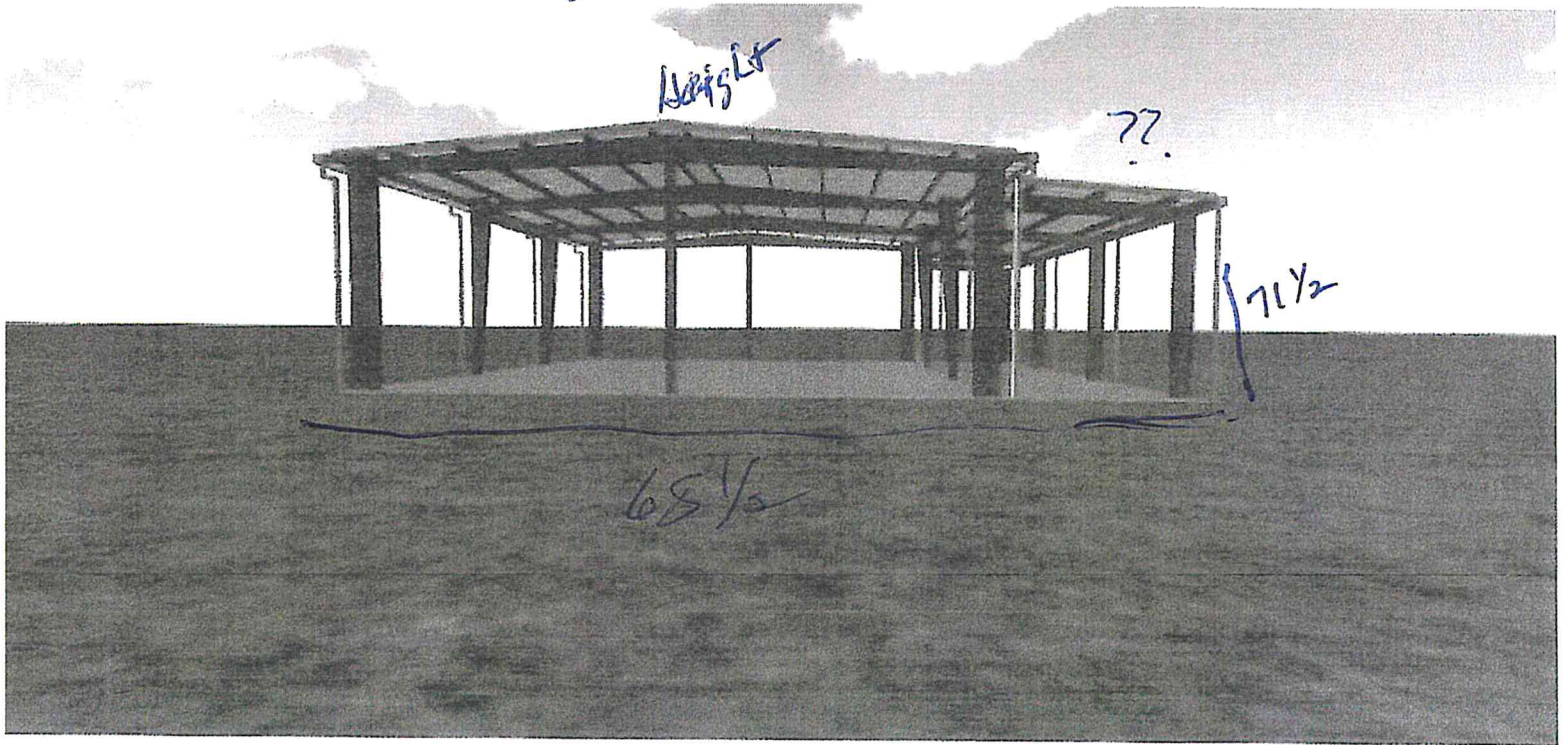
Parcel Number: 067M-1-35-175.000  
 Owner Name: DREHER DAVID C JR ETAL  
 Owner Address: 8438 KIMO COURT  
 Owner City, State ZIP: DIAMONDHEAD, MS 395250000  
 Physical Address: 8438 KIMO CT  
 Improvement Type: RES  
 Year Built: 2012  
 Base Area: 2897  
 Adjusted Area: 4836  
 Improvement Value: 494390  
 Land Value: 60000  
 Total Value: 554390  
 Estimated Tax: 6798.41  
 Homestead Exemption: Yes  
 Deed Book: 2010  
 Deed Page: 7309  
 Legal Description 1: 25-26 BLK 4 UN 6  
 DIAMONDHEAD P  
 Legal Description 2: H#2  
 Legal Description 3:

Close Export Print Labels

Page 84

25'6" Dimensions



Concrete PAD  $68\frac{1}{2} \times 71\frac{1}{2}$

**Owner City, State ZIP:** DIAMONDHEAD, MS 395250000  
**Physical Address:** 8438 KIMO CT  
**Improvement Type:** RES  
**Year Built:** 2012  
**Base Area:** 2897  
**Adjusted Area:** 4836  
**Improvement Value:** 494390  
**Land Value:** 60000  
**Total Value:** 554390  
**Estimated Tax:** 6798.41  
**Homestead Exemption:** Yes  
**Deed Book:** 2010  
**Deed Page:** 7309  
**Legal Description 1:** 25-26 BLK 4 UN 6 DIAMONDHEAD P  
**Legal Description 2:** H#2  
**Legal Description 3:**  
**Legal Description 4:**  
**Legal Description 5:**  
**Legal Description 6:**  
**Longitude:** -89.37469675  
**Latitude:** 30.39538154  
**Square Footage:** 53761.078536987305

Sketches

Sketch	Sketch Name
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	067M-1-35-175_00001-Model.gif
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Condos



## QUOTE AND ORDER DOCUMENT

**NUCOR BUILDING SYSTEMS**

Nucor Buildings Group – TX  
600 Apache Trail - Terrell, TX 75160  
- Phone: (972) 524-5407 - Fax: (972) 524-5417

NBS PROJECT #

NBS QUOTE #

CUST QUOTE #: 117721

LABEL: 0 - Base

CONTROL #: P202102021214

Page 1

Item No. 15.

**eQuote**

DATE: 2/2/2021

**1) ORDER INFORMATION****Project Name:** GULF COAST GOLF CARTS**Buyer Name:** METAL BUILDING AND SUPPLIES**Buyer Address:** 3521 HWY 43 NORTH

PICAYUNE, MS 39466

United States

**Buyer Contact:** KAUL BUDDY**Contact Phone:** (769) 242-2630**Contact Fax:** (769) 242-2631**Contact Mobile Phone:** (504) 421-8326**Contact Email:** BUDDY.MBAS@YAHOO.COM**Buyer P.O. #:****(For Reference Only)****End Customer:** TBD**Order Type:** Production Order**Anchor Bolt Drawings:** 1 sets**Erection Drawings:** 1 sets**Permit Drawings:** 1 sets**ShakeoutPro:** No**Send Drawings Via:** ☐ Mail ☒ Email (.pdf format only)**Shipping/Jobsite****Address:** Diamondhead, MS 39525

United States

**Jobsite County:** Hancock**Est. # of Trucks:** 1**Freight Method:** EXW Loaded Allowed to Shipping Address**Ferry Transport:** N/A**Building End Use:** 4G - Community residential**Quote Requested:****Requested Delivery:****Buildings in this Order:** 2**Building Warranty:** One Year**Shipping Instructions:****2) BUILDING DESCRIPTION****BUILDING INFORMATION**

Building Name	Building Profile	Building Width	Building Length	Distance to Ridge	Actual Eave Ht.		Roof Slope		Structural Steel Color	
					FSW	BSW	FSW	BSW	Primary	Wall Sec.
COVER	Gable Symmetrical	65' x 70'	70'-0"	25'-6"	18'-0"	18'-0"	1:12"	1:12"	RP	RP
LEAN - TO	Lean-To	14'-0"	70'-0"	N/A	14'-10"	16'-0"	1:12"	N/A	RP	RP

\* Unless noted in Special Requirements all structural members not fabricated of prepainted or galvanized material or treated with a corrosion resistant coating are painted with one coat of shop primer. The coat of shop primer is intended to protect the steel for only a short period of exposure to ordinary atmospheric conditions.

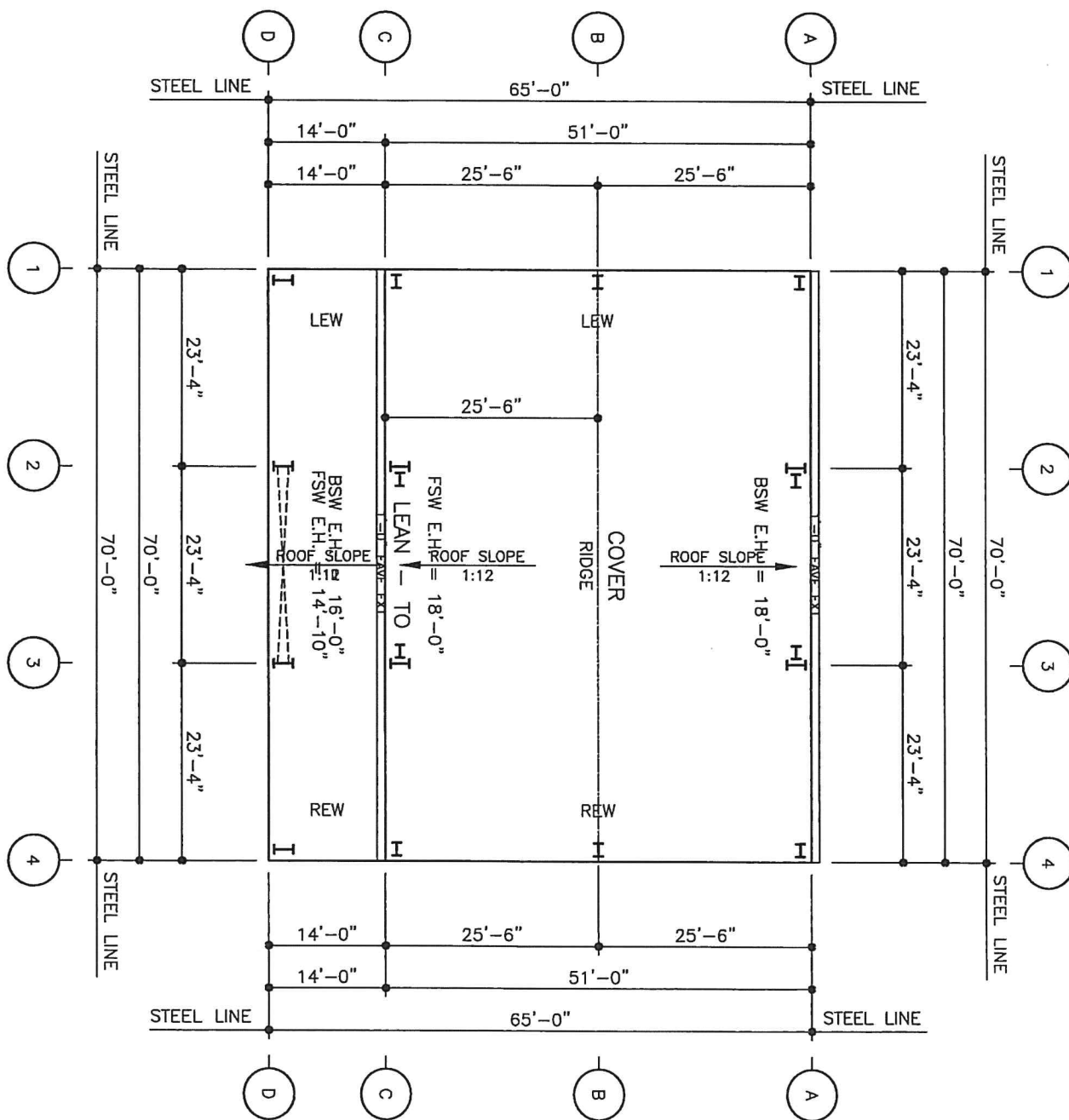
**ROOF SECONDARY INFORMATION**

Building Name	Secondary Type	Purlin Tie-in	Roof Sec. Color	Purlin Depth*	Typical Purlin Spacing	
COVER	Purlins	None	RP	Per NBS	Per NBS	
LEAN - TO	Purlins	None	RP	Per NBS	Per NBS	

\* All program generated depth and spacing is subject to change in final design.

**SIDEWALL AND ENDWALL SPACING**

Building Name	Sidewall Bay Spacing (From LEW)	FSW Soldier Column Spacing (From LEW)	BSW Soldier Column Spacing (From LEW)	Left Endwall (LEW) Column Spacing (From FSW)	Right Endwall (REW) Column Spacing (From FSW)
COVER	3@23'-4"	N/A	N/A	2@25'-6"	2@25'-6"
LEAN - TO	3@23'-4"	N/A	N/A	1@14'-0"	1@14'-0"



DO NOT USE FOR FINAL CONSTRUCTION

SHEET TITLE: 2/2/2021 12:14 PM  
PRELIMINARY FLOOR PLAN

SHEET NUMBER: FP1  
QUOTE NUMBER: 117721

PROJECT NAME:  
GULF COAST GOLF CARTS  
DIAMONDHEAD, MS  
CUSTOMER NAME:  
METAL BUILDING  
PICAYUNE, MS

Page 88





09.23.2021





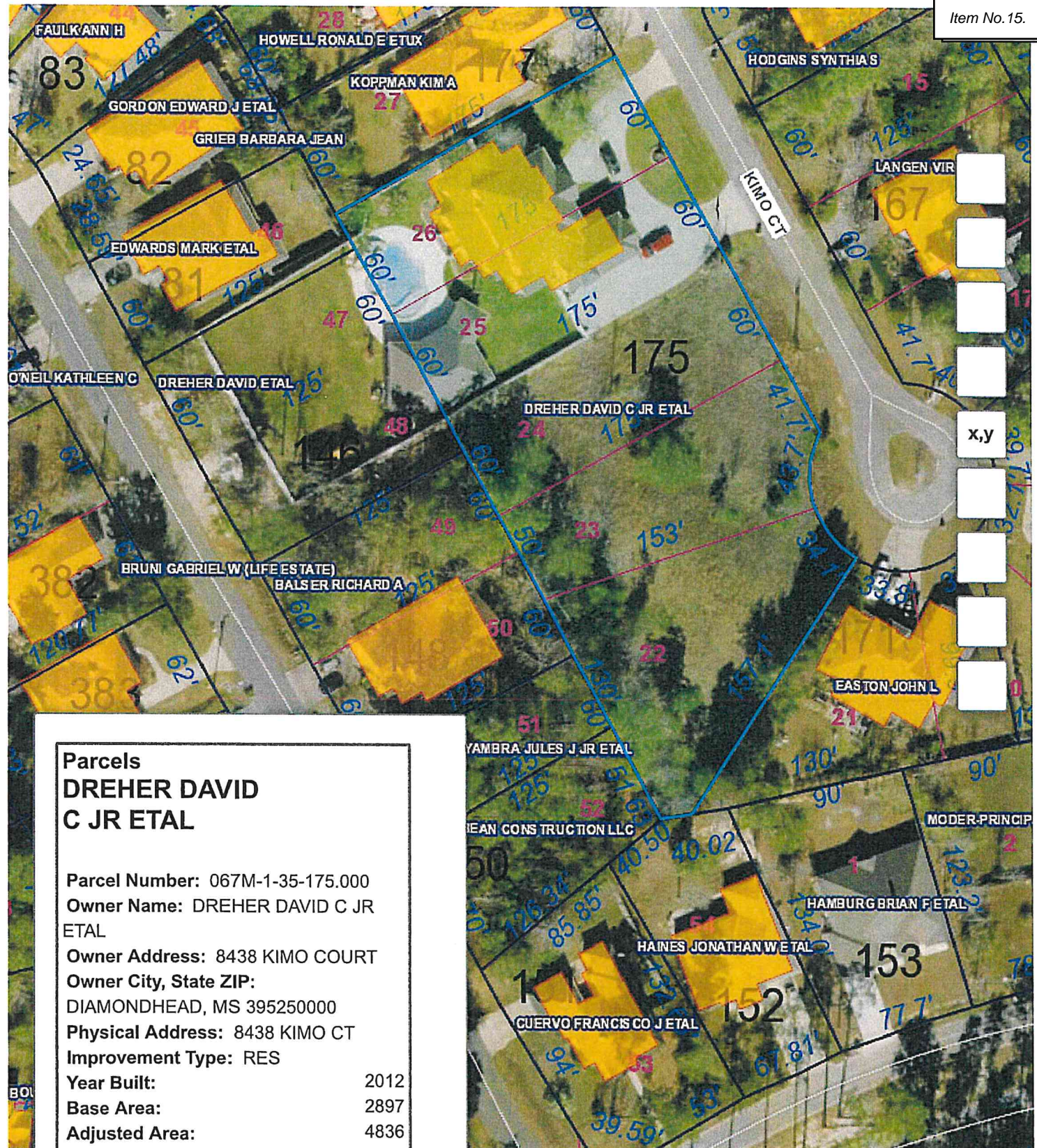
09.23.2021





09 23 2021





### Parcels

## DREHER DAVID C JR ETAL

Parcel Number: 067M-1-35-175.000

Owner Name: DREHER DAVID C JR  
ETAL

Owner Address: 8438 KIMO COURT

Owner City, State ZIP:

DIAMONDHEAD, MS 395250000

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Adjusted Area: 4836

Improvement Value: 494390

Land Value: 60000

Total Value: 554390

Estimated Tax: 6798.41

Homestead Exemption: Yes

Deed Book: 2010

Close

Export

Print Labels





5000 Diamondhead Circle ·  
 Diamondhead, MS 39525-3260  
 Phone: 228.222.4626 Fax: 228-222-4390  
[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

TO: David Dreher and adjacent property owners

FROM: J. Pat Rich *J. Pat Rich*  
 Planning & Zoning Administrator

DATE: October 8, 2021

SUBJECT: Variance application request before the Planning & Zoning Commission

David Dreher has filed an application requesting 2 variances from the Zoning Ordinance (Article 4.18.3 D ii) to allow the construction of a roof over a concrete slab basketball court totaling 4875 sf. and 25' 6" high. This would be the second accessory building at this address.

The property address is 8438 Kimo Court. The tax parcel number is 067M-1-35-175.000. The property is in an R-2 zoning district. The maximum square footage allowed for an accessory structure is 800 sf. The variance requested is 4,075 sf. The maximum height allowed is 25'. The variance requested is 6". There shall only be one accessory structure on a property. The variance requested is a second accessory building on this property. The Case File Number is 202100343.

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

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, October 26, 2021, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.

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

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City of Diamondhead, MS

# Docket of Claims Register - Council

Item No. 16.

APPKT01615 - 11.02.2021 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT158973	AGJ	11/02/2021	MSP-90955	MSP-COMPLETE CARE 1 & BACKUP	001-140-605.00	Professional Fees - IT	2,082.00
					001-140-605.00	Professional Fees - IT	250.00
							1,832.00
DKT158974	Amazon com LLC	11/02/2021	1167-RCF4-6JTQ	OFFICE SUPPLIES	001-200-505.00	FF&E Non-Capitalized	584.37
					001-280-501.00	Office Supplies	519.98
					001-140-501.00	Supplies	6.99
							57.40
DKT158975	B&J PITT STOP LLC	11/02/2021	OCT, 2021	MONTHLY OPEN PURCHASE ORDER	001-200-635.00	Professional Fees - R&M Outside Services	45.00
DKT158976	BANCORPSOUTH BANK	11/02/2021	702375	COPIER LEASE AGREEMENT -- 1 OF	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	475.00
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	422.02
							52.98
DKT158977	CASANO LAW FIRM PA	11/02/2021	58 KAIMUKI COURT	CLOSING COST FOR LOT 58, KAIMUKI COURT	001-301-900.00	Capital Outlay - Land	201.00
DKT158978	Cash	11/02/2021	BBQ AWARDS	BBQ WINNERS AWARDS	001-653-650.00	Promotions	2,500.00
							2,500.00
DKT158979	Cash	11/02/2021	BBQ CASH BOX	CASH BOX FOR BBQ EVENT	001-000-016.10	Event Cash/Change Drawer	2,000.00
							2,000.00
DKT158980	Coast Electric Power Association	11/02/2021	OCT, 2021 -- 026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	42.06
							42.06
DKT158981	CSpire Cell Service	11/02/2021	OCT, 2021	CELLULAR SERVICE FOR OCTOBER	001-140-632.00	Telephone - Cell	1,059.56
					001-200-612.00	Internet	47.35
					001-280-632.00	Telephone - Cell	343.30
					001-301-632.00	Telephone - Cell	91.65
					001-280-612.00	Internet	474.27
							102.99
DKT158982	Diamondhead Property Owners Association Inc	11/02/2021	NOV, 2021	RENTAL OF MAINTENANCE YARD -- NOVEMBER	001-301-640.00	Rentals	1,000.00
							1,000.00



*Item No.16.*

*Item No.16.*

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount	Line Amount
DKT158983	Diamondhead True Value	11/02/2021	OCT, 2021	MONTHLY OPEN PURCHASE ORDER	001-301-501.00	Supplies	10.58	86.49
					001-301-501.00	Supplies	3.96	
					001-301-501.00	Supplies	66.97	
					001-301-501.00	Supplies	-30.00	
					001-301-501.00	Supplies	34.98	
DKT158984	Diamondhead Water and Sewer District	11/02/2021	OCT, 2021 -- 1120-01	WATER	001-301-630.00	Utilities - Streetlights & Other	187.15	556.36
			OCT, 2021 -- 170-01		001-301-630.00	Utilities - Streetlights & Other	40.12	
			OCT, 2021 -- 20-01		001-140-630.00	Utilities - General	257.24	
			OCT, 2021 -- 2070-00		001-301-630.00	Utilities - Streetlights & Other	23.95	
			OCT, 2021 -- 21-01		001-301-630.00	Utilities - Streetlights & Other	23.95	
			OCT, 2021 -- 830-01		001-301-630.00	Utilities - Streetlights & Other	23.95	
DKT158985	Eagle Energy	11/02/2021	32507	FUEL FOR PUBLIC WORKS	001-301-525.00	Fuel	6.77	3,030.83
					001-301-525.00	Fuel	1,789.10	
			32508		001-301-525.00	Fuel	1,234.96	
DKT158986	Eric Nolan	11/02/2021	5631 AHONI PLACE	ARBORIST SERVICES	001-280-681.00	Other Services & Charges	100.00	200.00
			784 MAUI PLACE		001-280-681.00	Other Services & Charges	100.00	
DKT158987	Ferguson Enterprises Inc	11/02/2021	0720601	SPRINKLER SYSTEM REPAIR PARTS	001-301-501.00	Supplies	310.00	310.00
DKT158988	FP Mailing Solutions	10/19/2021	R1105054431	POSTAGE METER RENTAL FOR FIRST QUARTER 2022	001-140-611.00	Postage	81.00	81.00
DKT158989	Fuelman	11/02/2021	AR52857772-B	UNDER PAYMENT OF PREVIOUS INVOICE	001-200-525.00	Fuel	0.08	1,322.38
		11/03/2021	NP52024108-B		001-200-525.00	Fuel	0.09	
		11/02/2021	NP58525546-CR	DUPLICATE PAYMENT OF PRIOR YEAR INVOICE	001-200-525.00	Fuel	-506.81	
			NP60922994	FOR THE WEEK ENDING 10.17.2021	001-200-525.00	Fuel	795.73	
			NP60950710	FOR THE WEEK ENDING 10.24.2021	001-200-525.00	Fuel	1,033.29	
DKT158990	Galls LLC	11/02/2021	019546288	POLICE EQUIPMENT	001-200-505.00	FF&E Non-Capitalized	1,461.47	1,461.47
DKT158991	Gulf States Distributors	11/02/2021	1401505-IN	POLICE AMMUNITION	001-200-501.00	Supplies	2,680.00	2,680.00

Item No. 16.

10/29/2021 3:41:37 PM

## Docket of Claims Register - Council

APPKT01615 - 11.0

Item No. 16.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT158999	Napa of Bay St Louis	11/02/2021	OCT, 2021	MONTHLY OPEN PURCHASE ORDER	001-200-570.00 001-301-570.00	Repairs & Maintenance - Vehicle Repairs & Maintenance - Vehicle	558.18 391.49 166.69
DKT159000	Orion Planning and Design	11/02/2021	3345	ON-CALL SERVICES	001-653-601.00	Professional Fees - Consulting	660.00
DKT159001	Petes Services	11/02/2021	1806	DEBRIS REMOVAL	001-301-683.00	Professional Fees - Debris Removal	1,600.00
DKT159002	RAM TOOL AND SUPPLY CO INC	11/02/2021	9502941378	ROAD REPAIRS	001-301-581.00	Asphalt	811.44
DKT159003	ROBERT HEINDEL	11/02/2021	11132021	BBQ FESTIVAL BAND	001-000-066.00	Prepaid Other	1,000.00
DKT159004	S&L Office Supplies	11/02/2021	93479	JANITORIAL SUPPLIES	001-140-510.00 001-140-510.00 001-140-510.00	Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial	4,305.75 27.39 74.06 33.18
			93609	STORAGE UNITS	001-280-505.00	FF&E Non-Capitalized	4,171.12
DKT159005	Sea Coast Echo	11/02/2021	FY20 AUDIT	AUDIT ADVERTISEMENT	001-140-620.00	Advertising	82.50
DKT159006	SLIDELL ARMY SURPLUS INC	11/02/2021	211910	UNIFORMS FOR NEW EMPLOYEE	001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00	Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms	405.60 142.65 7.80 173.55 15.50 7.65 27.80 14.80 15.85
DKT159007	South MS Business Machines Gulfport	11/02/2021	402172	PER COPY CHARGE FOR OCTOBER	001-200-506.00	Copier Usage/Maintenance	60.60
DKT159008	Southern MS Planning and Development District Inc	11/02/2021	12392	ECONOMIC DEVELOPMENT	001-653-601.00	Professional Fees - Consulting	375.00
DKT159009	STUMP N GRIND LLC	11/02/2021	9543 LAA LA WAY	TREE REMOVAL	001-301-681.00	Other Services & Charges	590.00
DKT159010	Tractor Supply Company	11/02/2021	218528	SPARE TIRE	001-301-571.00	Repairs & Maintenance - Equipment	164.99

Docket of Claims Register - Council

APPKT01615 - 11.

Item No. 16.

APR 10 10:15 - 11:00 AM							
Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
DKT159011	UniFirst Corporation						Line Amount
	11/02/2021	105 0962727		UNIFORM RENTAL FOR THE WEEK ENDING 10.18.2021	001-301-535.00	Uniforms	386.26
		105 0963845		UNIFORM RENTAL FOR THE WEEK ENDING 10.25.2021	001-301-535.00	Uniforms	193.13
DKT159012	Unifirst First Aid Corp						
	11/02/2021	A601139		FIRST AID CABINET REFILL	001-301-501.00	Supplies	106.66
		A601141			001-301-501.00	Supplies	58.99
DKT159013	Waste Management						
	11/02/2021	0753155-4768-9		DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	63.67
							63.67
Total Claims: 41							Total Payment Amount: 113,943.00