



Mayor Liese	
Councilmember Maher	At-Large
Councilmember Finley	Ward 1
Councilmember Sheppard	Ward 2
Councilmember Harwood	Ward 3
Councilmember Clark	Ward 4

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, July 07, 2026

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation - Councilmember Sheppard

Pledge of Allegiance

Roll Call

Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday July 21, 2026 at 6:00 p.m. in the Council Chambers located at City Hall.
- b. Police Chief - Swearing in Ceremony

City Manager's Report.

Public Comments on Agenda Items.

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve June 16, 2026 Regular Meeting Minutes.
2. **PUBLIC HEARING** - 2026-093 Utility Cut Ordinance

Resolutions:

3. **2026-119:** Motion to ratify Proclamation of Existence of Local Emergency as of 10:00 a.m. on June 17, 2026 for flooding and severe weather related to potential Tropical Cyclone One (TS Arthur).

Consent Agenda:

4. **2026-116:** Motion to approve and enter into contract with Razzoo Band for music services in the amount of \$800.00 for the Diamondhead Blessing of the Classics to be held on October 7, 2026.
5. **2026-117:** Motion to approve Pay Application 1 in the amount of \$186,197.15 to Holliday Construction, for the Montjoy Creek Nature Trail.
6. **2026-118:** Motion to approve Pay Application 2 in the amount of \$152,587.10 to Gill's Crane & Dozer Services, for the Jourdan River Boardwalk Project.
7. **2026-120:** Motion to accept audit engagement correspondence with Wright Ward Hatten Guel outlining FY25 audit services and objectives.

- [8.](#) **2026-121:** Motion to approve Pay Application 1 in the amount of \$405,667.48 to JE Talley Construction, Inc. for the Canal Dredging Rebid Project.
- [9.](#) **2026-122:** Motion to approve the Business Associate Agreement with Hub Gulf South for commitment of compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996.
- [10.](#) **2026-123:** Motion to approve Pay Application 4 in the amount of \$229,153.21 to Gulf Pride Paving, LLC., for the Diamondhead Paving Project 2026.
- [11.](#) **2026-125:** Motion to approve payment to Covington Civil & Environmental, LLC in the amount of \$1,125.00 for On-Call Survey Services, in the amount of \$2,328.50 for Site Development Plan, and in the amount of \$3,100.00 for Diamondhead Paving 2026.
- [12.](#) **2026-126:** Motion to advertise for bids for the Pond 6 Remediation at Pine Golf Course.
- [13.](#) **2026-127:** Motion to ratify and enter into a new commercial lease agreement for the Vacant lot on Noma Drive between Tellus Boat Storage and City Parking Lot with Purcell Co., Inc. for three (3) days, commencing on July 3, 2026 and expiring at midnight on July 5, 2026 in the sum of One Dollar (\$1.00).
- [14.](#) **2026-128:** Motion to ratify and enter into a new commercial lease agreement for the Vacant lot on Noma Drive with Tellus Diamondhead, LLC., for three (3) days, commencing on July 3, 2026 and expiring at midnight on July 5, 2026 in the sum of One Dollar (\$1.00).
- [15.](#) **2016-130:** Motion to accept the proposed timeline for FY2027 Budget adoption.

Action Agenda.

- [16.](#) **2026-124:** Motion to approve a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line. The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.
- [17.](#) **2026-129:** Motion to consider and adopt amendments to Article 7 of the Zoning Ordinance relating to land clearing, development permits, and building permit requirements. (Liese)

Routine Agenda.

Claims Payable

- [18.](#) Motion to approve Docket of Claims (DKT233881- DKT233920) in the amount of \$1,534,084.95.
- [19.](#) Motion to approve Payroll Payables DKT233781 in the amount of \$90.72, DKT233800 in the amount of \$90.72, DKT233861-DKT233870, PRCLAIM000272 in the amount of \$29,841.94, PRCLAIM000273 In the amount of \$33,689.86 and PRCLAIM000274 in the amount of \$3,030.37.

Department Reports

- [a.](#) Court
- Police
- Code Enforcement
- Building Department
- [b.](#) May 2026 Financials

Public Comments on Non-Agenda Items.

Council Closing Comments

Executive Session - If Necessary

Adjourn/Recess.

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



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, June 16, 2026
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation- Councilmember Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Anna Liese

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Ricky Sheppard

Ward 3 Jessie Harwood

Ward 4 Austin Clark

Confirm or Adjust Agenda Order

Motion made by Ward 2 Sheppard, Seconded by Ward 3 Harwood to confirm the agenda.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday July 7, 2026 at 6:00 p.m. in the Council Chambers located at City Hall.
- b. City Hall Offices will be closed on Friday, July 3, 2026 in observance of the Independence Day Holiday.
- c. The annual 4th of July Fireworks event will be held on Friday, July 3rd from 7:00 p.m. to 10:30 p.m. at the Noma Drive Recreation Field.
- d. Bank Stabilization Phase I Presentation – Nathan Long, Covington Civil and Environmental

City Manager's Report.

CITY MANAGER REPORT
June 16, 2026

1. Canal Dredging – The contract is for 240 days with the current end date of October 24th. The engineer has set a meeting with the contractor for tomorrow morning to discuss his progress and a path forward to ensure the project is going to be completed by the end of the contract.

2. Paving 2026 – The contract is for 120 days with a current completion date of June 18, 2026. On tonight's agenda, I have submitted a change order to add an additional 27 days to the contract. If approved, the new contract end date will be July 15, 2026. The contractor remobilized last week and did the base repair of Aila Street. Once this rain is gone, they will start final paving.
3. Jourdan River Boardwalk – The contract is for 180 days with the current end date of October 17th. The contractor is making great progress on this project. The crossmembers are being installed with final decking to follow. The first major section of the boardwalk has the piling cut to final height to allow for decking and railing installation. Again, I encourage residents to use caution when driving down to the boat launch.
4. Montjoy Creek Nature Trail – The contract is 180 calendar days with a current end date of October 10th. The contractor has installed the pilings for the raised boardwalk area. Material for this project has also been delivered. Residents need to remain off the trail until all work is completed.
5. Rotten Bayou Nature Trail – The engineer was out last week working on the survey. Once the survey work is completed, they will start the trail design. The wetlands will take about six weeks before the permitting phase can begin. The amended work assignment on tonight's agenda is to correct the engineering for the current grant agreements.
6. Bank Stabilization – The project is on the agenda tonight for permission to advertise for Phase I. This first phase was just presented by the engineers.
7. MDOT Projects – The contractor is working on the multimodal path and the expansion of the Interstate to six lanes. The entrance/exit ramps may be closed to make the final tie into the new roadway. This occurred this weekend, but the city was not notified. We have spoken with the contractor to make sure in the future that the city is notified.
8. Pelican Cove – The engineer has all required permits and plans finalized. They are finishing up on the specification for the project and will be ready to advertise next month.

No additional updates on remaining projects.

9. Fitness Park – The city received the exercise equipment. Public Works will start working on installing everything.
10. East Aloha Drive – The engineers are finishing the sidewalk designs and right-of-way acquisition process with MDOT. The electrical engineering sub-contractor is completing the design and layout for the streetlights. The engineers expect to be able to advertise as soon as the MDOT requirements are completed.
11. West Aloha Drive – I am working with American Towers to finalize the egress into the driveway access to North Bay Auto and AutoZone.
12. Commercial District – The engineer is completing the final design. Additional sewer realignment is needed to finish the project.
13. Landscaping Project – Keep Diamondhead Beautiful and their landscape architect company are working on the project scope. The city has expressed that the landscaping cannot obstruct driver's view.
14. Unit Price Contracts
 - Crooked Stick – A design has been created. A work directive will be submitted.
 - Mauna Loa Drive – A design has been created. A work directive will be submitted.
 - Ewa St @ Hilo Way – A design has been created. A work directive will be submitted.
 - Koula Drive – A design has been created. An OPC has been issued for budget needs.

15. Hazard Mitigation Grant Program – The kickoff meeting with FEMA was held two weeks ago for the Outdoor Emergency Siren System. The project is waiting on a period of performance extension from FEMA. The bid advertisement and specifications will be on the agenda at the next council meeting for your review and approval.
16. Dog Park – The turf for the entrance to the dog park has been delivered. Public Works will be closing the entrance to the park while they are working on repairing the damage caused by the rain and while installing the turf.

Public Comments on Agenda Items - None

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve June 2, 2026 Regular Meeting Minutes.
Motion made by Ward 2 Sheppard, Seconded by Councilmember-At-Large Maher to approve June 2, 2026 Regular Meeting Minutes.
Voting Yea: Mayor Liese, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Sheppard, Ward 3 Harwood, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Resolutions:

2. **2026-109:** Motion to adopt Resolution 2026-015 thereby establishing salary of the Police Chief in the amount of \$76,960.99 effective July 8, 2026.
Motion made by Ward 1 Finley, Seconded by Ward 2 Sheppard to adopt Resolution 2026-015 thereby establishing salary of the Police Chief in the amount of \$76,960.00 effective July 8, 2026.
Voting Yea: Mayor Liese, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Sheppard, Ward 3 Harwood, Ward 4 Clark
MOTION CARRIED UNANIMOUSLY
3. **2026-113:** Motion to adopt Res 2026-016 authorizing grant application for FY28 Tidelands Funding to the MS Department of Marine Resources in the amount of \$500,000.00 for the Lily Pond Project.
Motion made by Ward 3 Harwood, Seconded by Ward 2 Sheppard to adopt Res 2026-016 authorizing grant application for FY28 Tidelands Funding to the MS Department of Marine Resources in the amount of \$500,000.00 for the Lily Pond Project.
Voting Yea: Mayor Liese, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Sheppard, Ward 3 Harwood, Ward 4 Clark
MOTION CARRIED UNANIMOUSLY
4. **2026-114:** Motion to adopt Resolution 2026-017 thereby authorizing the City Manager to make application to Mississippi Department of Marine Resources for FY27 GOMESA funding in the amount of \$2,000,000 for Phase IV Bank Stabilization Project and for other related purposes.

Motion made by Councilmember-At-Large Maher, Seconded by Mayor Liese to adopt Resolution 2026-017 thereby authorizing the City Manager to make application to Mississippi Department of Marine Resources for FY27 GOMESA funding in the amount of \$2,000,000 for Phase IV Bank Stabilization Project and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

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

5. **2026-110:** Motion to approve FY27 Appropriation of Funding for the Metropolitan Planning Organization of the Mississippi Gulf Coast in the amount of \$3,810.00.
6. **2026-111:** Motion to approve Change Order No. 1 for twenty seven (27) additional days to the contract with Gulf Pride Paving, LLC for the Diamondhead Paving Project 2026 with no change to contract price and new substantial completion date July 15, 2026.
7. **2026-112:** Motion to advertise for bids for Bank Stabilization Phase I. (Hancock County)
8. **2026-115:** Motion to rescind amended Work Assignment #1 in the amount of \$144,000.00 and and approve amended Work Assignment #2 under the Master Service Agreement with Chiniche Engineering and Surveying Environmental in the amount not to exceed \$69,371.60 for the Design, Permitting, Bidding, Construction Administration and Observation for the Rotten Bayou Nature Trail Phase I Project. (Most Grant)

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

9. Motion to approve Docket of Claims (DKT233822- DKT233859) in the amount of \$274,245.67.

Motion made by Ward 2 Sheppard, Seconded by Ward 3 Harwood to approve Docket of Claims (DKT233822- DKT233859) in the amount of \$274,245.67.

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Council Closing Comments

Adjourn/Recess.

At 6:35 p.m. with no further business to come before the council, motion made by Ward 4 Clark, Seconded by Ward 2 Sheppard to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Anna Liese
Mayor

Jeannie Klein
City Clerk

UTILITY CUT ORDINANCE – ZONING ORDINANCE CITY OF DIAMONDHEAD

1. PURPOSE

- 1.1 The purpose of these guidelines is to establish standard procedures to ensure that entities which cut and excavate streets owned by the City have the knowledge, competence and resources needed to perform the scope of work for which they are permitted. It also provides focus on the need for better coordination and accountability and for employing less intrusive, more durable, and cost-efficient methods for restoring utility cuts within paved roads.

2. PERMIT APPLICATION AND NON-CONFORMANCE

2.1 Permitting

- 2.1.1 Any work in the City of Diamondhead maintained street, alley, or right-of-way requires a permit from the City. This permit allows a utility company, a contractor hired by the utility company, or an individual to conduct the work within the right-of-way. Approval of the City is required prior to starting the work.

2.2 Non-Conformance

- 2.2.1 Failure to comply with applicable permitting requirements would be considered a violation of City of Diamondhead Zoning Ordinance Section

2.3 Permit Inspections

- 2.3.1 Prior to proceeding with the utility cut, the Building Department shall be notified by the permit applicant to verify that the cutting limits and the repair procedures have been agreed upon and approved by a representative of the City. Inspection requests shall be made to the Building Department by the permittee at least two (2) days prior to the inspection.
- 2.3.2 For any street closures, approval is required from the City prior to commencing work. The Contractor should request the closure 2 business days prior to the requested work. All emergency personnel, Police and Fire Department, should be notified as well.
- 2.3.3 Replacement of aggregate base or flowable fill shall not be performed until the trench is inspected and approved by a representative of the City.
- 2.3.4 At the completion of the installation of the aggregate base or flowable fill, the City shall be requested to inspect the backfill. After acceptance of the backfill, the asphalt pavement can be applied.

3. CONSTRUCTIBILITY

3.1 The conditions described below apply to all work done within the public right-of-way such as utility line installation or repairs performed by any contractor or utility department, public or private.

3.2 The roadway should be constructed in accordance with City of Diamondhead Ordinance 308.18.1.

3.3 Protection of Existing Improvements

3.3.1 The contractor shall at all times take proper precautions and be responsible for the protection of existing street surfaces, driveway culverts, street intersection culverts or aprons, irrigation system, mailboxes, driveway approaches, curb, gutter, sidewalks, utilities, and all other identifiable installations that may be encountered during construction.

3.3.2 Existing improvements to adjacent property such as landscaping, fencing, utility services, driveway surfaces, etc., that are not to be removed shall be protected from injury or damage resulting from the contractor's operations.

3.3.3 The contractor shall at all times take proper precautions for the protection of property pins/corners and survey control monuments encountered during construction. Any damaged or disturbed survey markers shall be replaced by a registered land survey at the contractor's expense.

3.3.4 The repair of any damaged improvements as described above shall be the responsibility of the permit holder.

3.4 Removals

3.4.1 Any roadway surface will only be cut and/or excavated as described in the permit.

3.4.2 Existing pavements and bases shall be saw cut to clean, straight lines that are perpendicular or parallel to the flow of traffic. Expansion joints removed shall be replaced.

3.4.3 The minimum width of any cut repairs shall be four feet to allow for a roller.

3.4.4 All repairs shall have a 2-foot minimum cutback on all sides except the edge of the pavement.

3.4.5 Asphalt repair adjacent to curb and gutter along a roadway and greater than 24-inches shall have full lane width paving.

3.4.6 Diagonal repairs will be required to be squared off, milled, and paved.

3.4.7 The surface repair of all irregular-shaped excavations shall always be a rectangle with parallel sides that are perpendicular to the direction of travel of the roadway.

3.4.8 The repairs shall be in compliance with these guidelines and the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.

- 3.4.9 Concrete shall be removed to neatly sawed edges to full depth for sidewalks and curb and gutter and shall be cut in straight lines either parallel to the curb or perpendicular to the alignment of the sidewalk or curb.

3.5 Backfill

- 3.5.1 Subgrade should be 6" minimum compacted to 95% Standard Proctor.
- 3.5.2 The final lift, comprised of road base material shall be 6" of 610 Limestone Base or 8" Soil Cement meeting MDOT Specification for Granular Base Course (Limestone) and shall be compacted to ninety-five percent (95%) standard Proctor density.

3.6 Asphalt

- 3.6.1 The construction requirements shall be as prescribed in Sections 401 and 403, Mississippi Standard Specification for Road and Bridge Construction, latest edition, and/or all current Special Provisions.
- 3.6.2 Asphalt shall be 2" Minimum 9.5mm, ST, Hot Bituminous Surface Course and 4" Minimum 12.5mm, ST, Hot Bituminous Base Course.
- 3.6.3 Acceptable thickness of the specified lift shall be in accordance with Section 401.02.4 of the Mississippi Standard Specifications for Road and Bridge Construction, Latest edition, by mixture.
- 3.6.4 The depth of asphalt patches in asphalt streets shall typically be the depth of the existing asphalt surface plus 1 inch or as specified by the City Representative.
- 3.6.5 When excavation for laterals crosses a lane at a frequency of 2 or more lateral excavations within 100 feet of each other, the repair shall include the milling and paving for the full lane width and a minimum of 2 feet beyond the furthest lateral excavation.
- 3.6.6 When excavations exceed 20 feet in length, contractor shall follow typical asphalt detail (CCE-211). This includes 6" or of 610 Limestone Base or 8" Soil Cement meeting MDOT Specification for Granular Base Course (Limestone) and shall be compacted to ninety-five percent (95%) standard Proctor density. Followed by 1 ½" 12.5mm, ST, hot bituminous base course asphalt, and finished with 1 ½" 9.5mm, ST, hot bituminous surface course asphalt.

3.7 Restoration

- 3.7.1 The permittee shall be responsible for repairing all damage to the street resulting from cutting the pavement and/or excavation of or boring under a street.
- 3.7.2 Any damage, even superficial, to existing asphalt surface in the vicinity of the work area shall be repaired at the expense of the Contractor, including but not limited to gouges, scrapes, outrigger marks, backhoe bucket marks, etc.
- 3.7.3 Any disturbed pavement markings must be restored to current MDOT standards.
- 3.7.4 Any traffic control devices which are affected by any work done in the roadway shall be repaired or replaced in compliance with criteria set forth in the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

- 3.7.5 Traffic markings should be replaced to match the existing markings. All traffic markings shall be non-slip thermoplastics. Traffic marking areas shall be thoroughly cleaned and prepared in accordance with manufacturers' recommendations. Equipment used to clean the pavement shall not damage the surface. Traffic marking shall be placed in accordance with manufacturers' recommendations. Markings shall be placed in a manner that will result in true and straight lines and the satisfaction of the Building Department. Any lines placed outside of these parameters shall be removed and replaced at the contractor's expense. Newly placed markings shall be protected so that, insofar as possible, paint will not be damaged by pedestrian or vehicular traffic.
- 3.7.6 Any disturbed grass areas within the City ROW, medians, or private properties will need to be regraded and sodded or seeded to match existing conditions.

3.8 Maintenance

- 3.8.1 The permittee shall protect the traveling public by proper warning signs and/or signals both day and night until the street is fully repaired. Warning signs and signals shall be installed by, and at the expense of, the permittee and in accordance with the street closures.
- 3.8.2 The permittee shall maintain the area of the street cut until final acceptance of the work.
- 3.8.3 The permittee shall hold the City, the agencies thereof, and their officers/employees harmless from any and all loss/damage which may arise out of or be connected with the work performed under any permit issued hereunder.
- 3.8.4 The work performed shall be free from workmanship defects for a period of one (1) year after date of acceptance by the City.
- 3.8.5 The Permittee shall guarantee to repair or replace any defective work. This guarantee is part of the permittee promise of performance. Under special circumstances, the City may require the Permittee to provide a performance bond issued by an acceptable surety company. The permittee guarantee and bond shall continue for a period of three years after the work has been finally accepted by the City.

4. MATERIALS

- 4.1 The permittee shall ensure that all materials meet the requirements of MDOT Specifications.
- 4.1.1 Base course material shall be dense-graded crushed domestic limestone, plant mixed to conform to size NO. 610 per MDOT Specifications.
- 4.1.2 Geotextile fabric used under crushed limestone shall meet the requirements of Type V in Table 1 of Section 714.13.11 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.
- 4.1.3 Hot Bituminous Pavements shall meet the requirements of Section 401 and all other referenced sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

- 4.1.4 Traffic Markings shall be as specified in Sections 625 – Painted Traffic Markings and 626 – Thermoplastic Traffic Markings and all other referenced sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

5. PROTECTION OF THE CITY'S STORMWATER SYSTEM

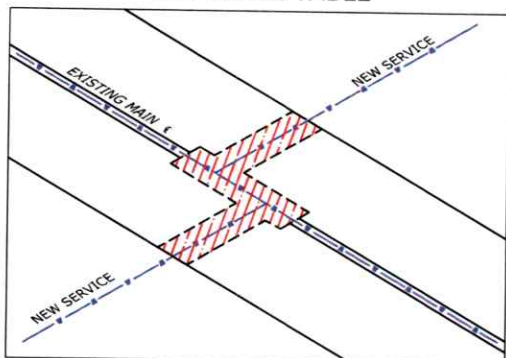
- 5.1 The permittee shall protect all stormwater systems – including drainage appurtenances located adjacent to the construction site. The protection measures used shall be designed to prevent the discharge of pollutants to any portion of the stormwater system.
- 5.1.1 The permittee shall be responsible for the removal of all construction debris, dirt, trash, rock, sediment, sand, or other pollutants that may accumulate in the stormwater conveyance system and stormwater appurtenances as a result of construction activities associated with a permit.
- 5.1.2 No person shall cause the impediment of stormwater flow in the flow line of the curb and gutter. The permittee shall prevent sediment, debris, and all other pollutants from entering the stormwater system during all phases of construction.
- 5.1.3 The cleaning of concrete delivery truck chutes or other equipment is prohibited at the job site.
- 5.1.4 The permittee shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis.
- 5.1.5 The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited.
- 5.1.6 The discharge to the storm sewer system of water used for flushing off paved surfaces is prohibited, unless measures have been taken to remove pollutants from the discharge.

ORDAINED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Diamondhead, Hancock County, Mississippi at its regular meeting held on the ____ day of _____, 2026.

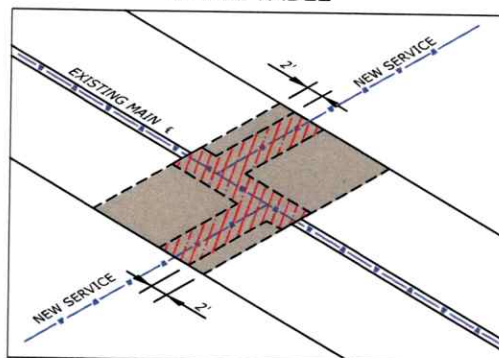
MOTION made to adopt the foregoing Ordinance was made by Council Member _____ and SECONDED by Council Member _____ and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Harwood	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Liese	_____	_____	_____

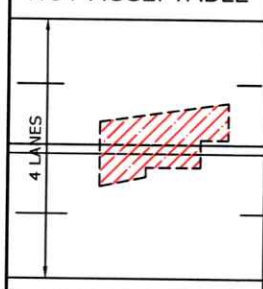
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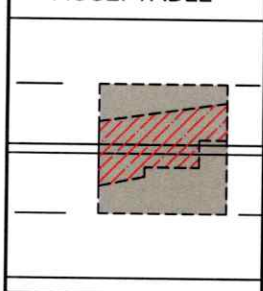
ACCEPTABLE



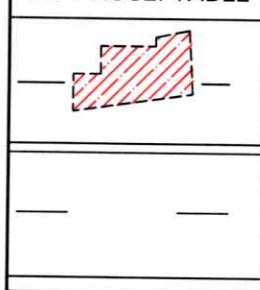
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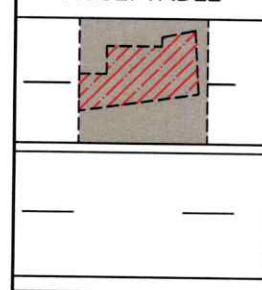
ACCEPTABLE



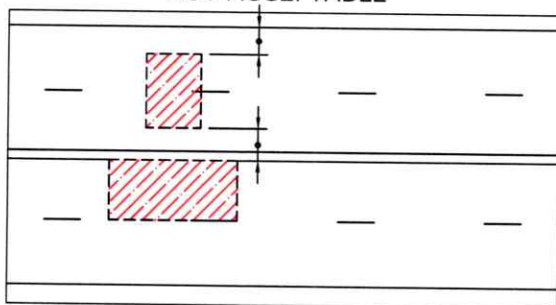
NOT ACCEPTABLE



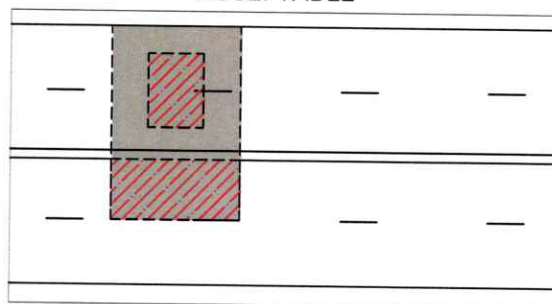
ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE



LEGEND

-  EXISTING PAVEMENT
-  FULL DEPTH REPAIR
-  MILL/PAVE

**PAVEMENT & UTILITY CUT
REPAIR STANDARDS**

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

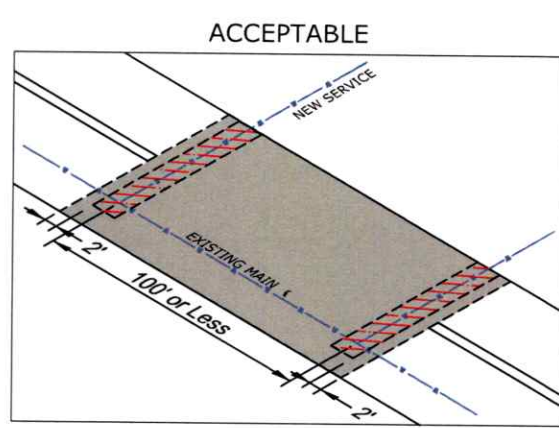
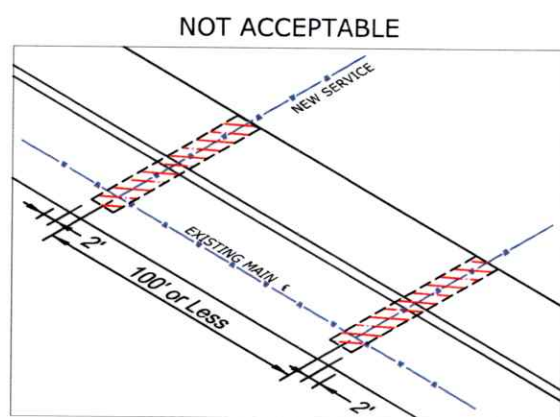
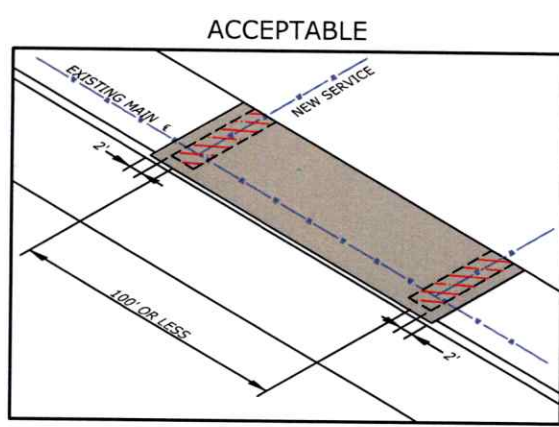
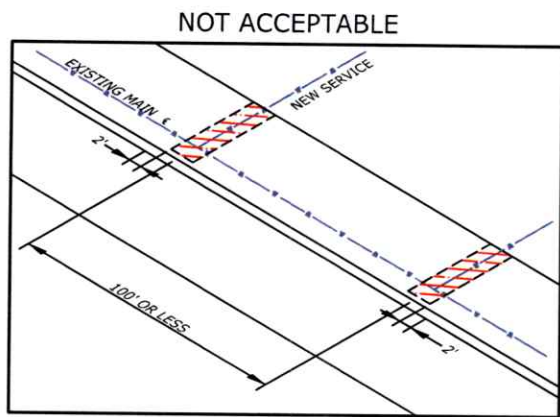
SEPT 2025

TITLE:

CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

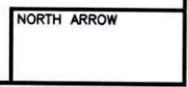
SHEET:

FIG. 1



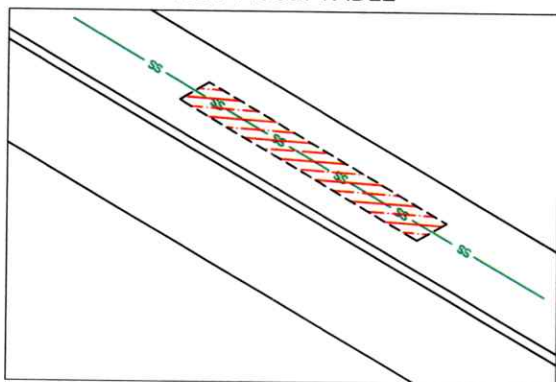
- LEGEND
- EXISTING PAVEMENT
 - FULL DEPTH REPAIR
 - MILL/PAVE

PAVEMENT & UTILITY CUT
REPAIR STANDARDS

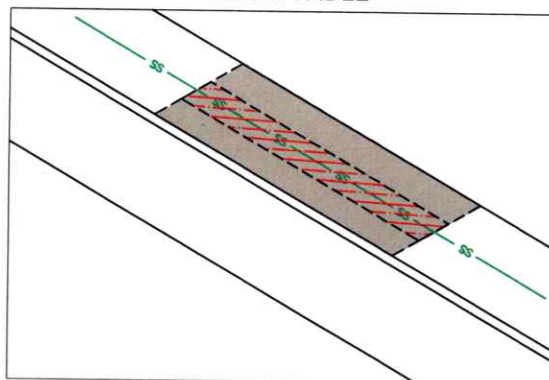


PREPARED BY:		PREPARED FOR:		PROJ NUMBER:
		CITY OF DIAMONDHEAD		16175
228-396-0486 . WWW.CCELLC.US 2300 14th Street Gulfport, Mississippi 39501		LOCATION:		SCALE:
		DIAMONDHEAD, MS		N.T.S.
		DESIGN:	DRAWN:	DATE:
		S. MCLELLAN	T, PARKER	SEPT 2025
TITLE:				SHEET:
CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS				FIG. 2

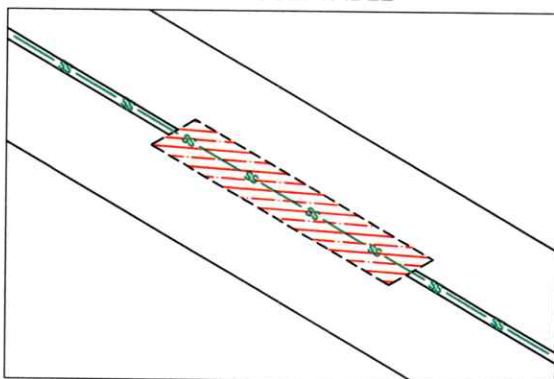
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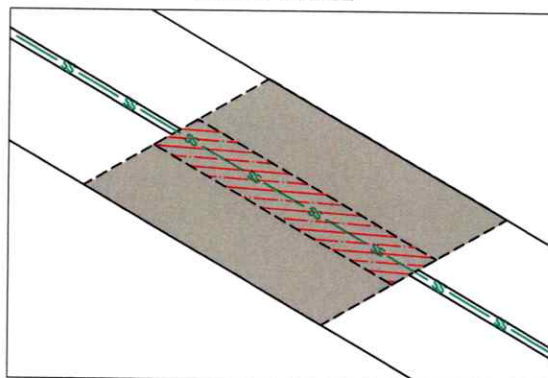
ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE

**LEGEND**

-  EXISTING PAVEMENT
 FULL DEPTH REPAIR
 MILL/PAVE

PAVEMENT & UTILITY CUT REPAIR STANDARDS

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

SEPT 2025

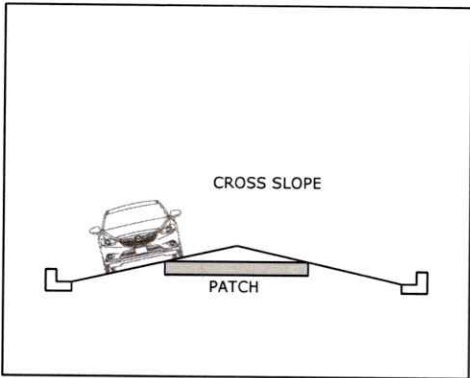
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CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

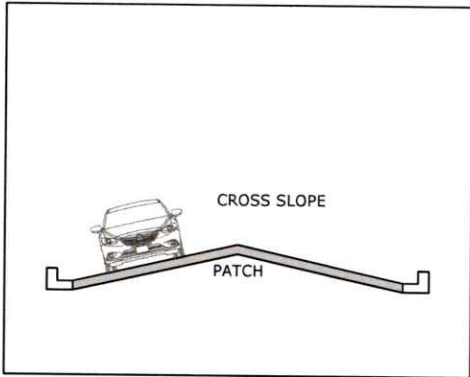
SHEET:

FIG. 3

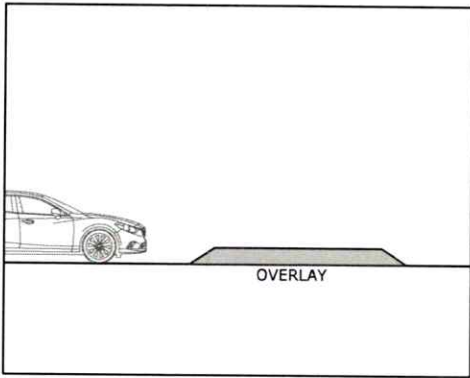
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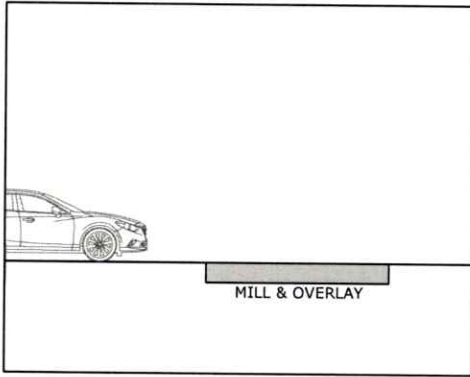
ACCEPTABLE



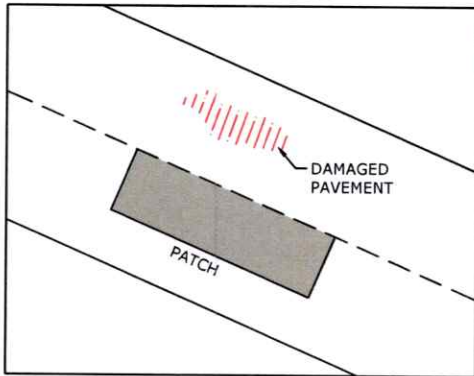
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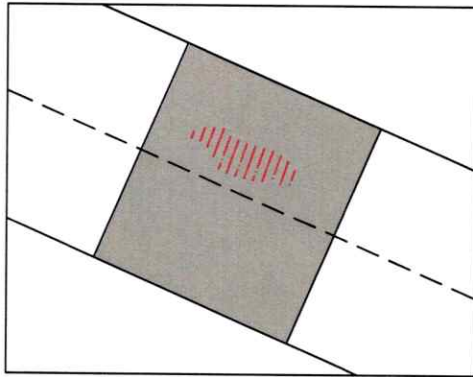
ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE



PAVEMENT MILL / OVERLAY
REPAIR STANDARDS

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

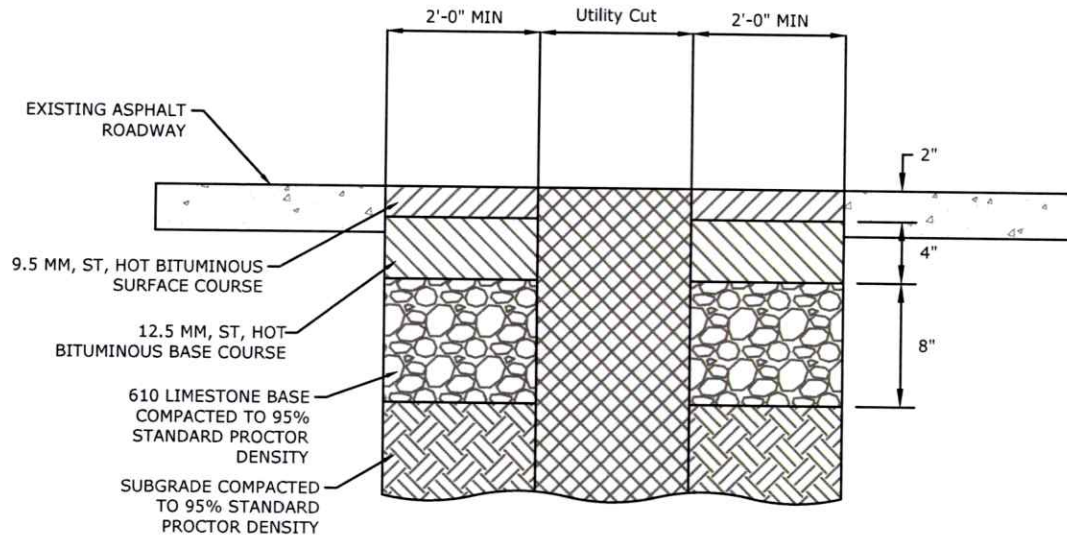
SEPT 2025

TITLE:

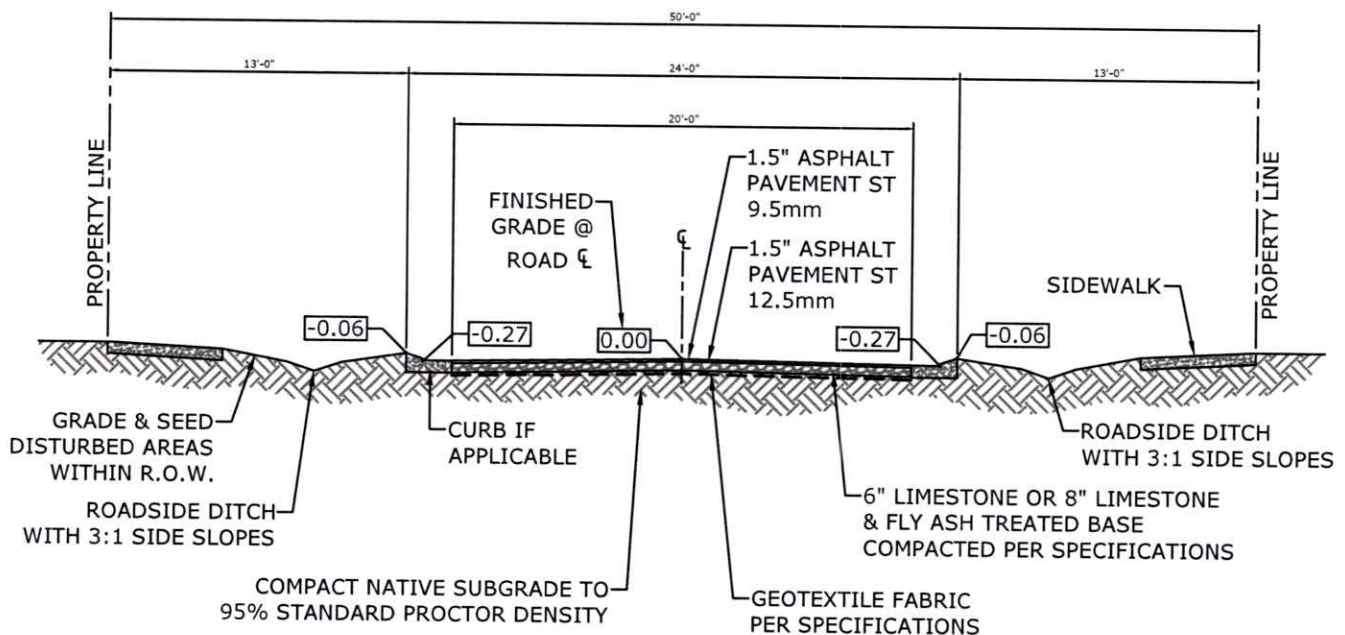
CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

SHEET:

FIG. 4



TYPICAL UTILITY PATCH



TYPICAL ROADWAY SECTION

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

SEPT 2025

TITLE:

CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

SHEET:

FIG. 5

Permit No: _____



**PERMIT APPLICATION FOR THE CONSTRUCTION, REPAIR,
OR ADJUSTMENT OF A UTILITY**

Date Submitted: _____

Ward: _____

 Utility Company: _____
 (Name & Address)

 Utility Company Representative: _____
 (Name & Phone #)

 Represented By: _____
 (Name, Address, & Phone # if a contractor or engineer is submitting the application for the utility company)

 Herein called Applicant, proposes to (check one or more): ☐ Construct ☐ Repair ☐ Adjust

 Along and across _____
 (Name of Street)

 said work to be accomplished between _____
 (Name of Street)

 and _____ in the City of
 Diamondhead, (Name of Street)

 Mississippi, MS One Call No: _____ for requiring a temporary closure time
 of _____ days and hereby make application to the City of Diamondhead for a Permit.
 Attached hereto are drawings or plans for the proposed work, which will not be changed or
 altered without approval of the Building Department, or the authorized representative.

The Applicant shall be responsible for future maintenance and repair of the utility facility. The Applicant shall make future adjustments in, or relocate, the facilities when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as described herein, it will be adjusted to comply with same without cost to the City, unless a variance has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans. The Applicant further understands and agrees that subsequent to the installation of the Applicant's facilities that the right-of-way and road surface will be restored to their original condition or better, and that the City of Diamondhead Building Department or a duly authorized representative will inspect the completed work and any modifications or adjustments which are needed as determined by the Building Department will be immediately corrected by the Applicant.

I. The Applicant also agrees to adhere to the following regulations:

1. Pay all Fees, if applicable;
2. Submit a Performance Bond per City Ordinance;
3. Provide Compaction Testing of Soils as required;
4. All road surfaces which are excavated to permit a utility crossing will be repaired as per Diamondhead Utility Cut Ordinance – Zoning Ordinance 19;
5. Asphalt shall be repaired within 10 business days of completing work within the project area;
6. Area of work to be dressed and finished such that the project site will be in as good or better condition after the utility installation; and,
7. Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

II. The City of Diamondhead agrees to the following stipulations:

1. To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the City Roadway and Utility Facility;
2. To use any and all legal means to see the City standards, except to the extent of a variance shown on the plans filed herewith and approved, are complied with in the facility installation;

3. If the City of Diamondhead Building Department or other authorized representative of the Mayor and City Council approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with installation; if the drawings, sketches, and plans are not approved, he or she shall promptly notify the Applicant, and advise it of the reason or reasons. He or she will also act as the duly appointed representative of the Mayor and City Council and will give his approval to the completed work as being in compliance with the location and standards for installation.
4. Should any term or provision of this application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant of the City any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

Name: _____ Title: _____
 (Signature of Applicant)

Name: _____ Title: _____
 (Signature of Notary Public)

WITNESS the signature of the Applicant this the _____ day of _____, 20____.

PERMIT APPROVAL

Fees to be paid by Applicant:

Initial/Base Permit Filing Fee:

\$ _____

(a) Openings or excavations up to 100 feet - \$200.00; and

(b) Openings or excavations over 100 feet - \$2.00 per foot for every foot over 100 feet plus \$100.00.

Street/Right-of-Way Temporary Closure Fee:

\$ _____

In addition to any other fees required under this Article, permits requiring the temporary closure of any portion of the City's streets or rights-of-way shall be subject to the following fees:

Length of Closure	Application	Inspection
3 days or less	\$15.00	\$0.00
4 days through 10 days	\$15.00	\$10.00
11 days through 20 days	\$15.00	\$20.00
21 days through 30 days	\$15.00	\$30.00
31 days through 45 days	\$15.00	\$45.00
46 days through 90 days	\$15.00	\$50.00*

*plus \$1.00/day

Closures in excess of ninety (90) days are prohibited.

Total Fees: \$ _____

Date Paid _____

Bond Requirements:

Every person obtaining a permit shall at the time of receiving the same, make, execute and deliver to the permitting division of the City's Code Office or any authorized representative, a good and sufficient bond, to cover the costs of replacing permanent pavement and any improvements, payable to the City with a surety company doing business in the state as surety thereon, in such amount as the Code Enforcer or his or her designee may require, not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00).

Bond Amount Required: \$ _____

Date Bond Received: _____

Date Bond Expires: _____

Following the process, the Permit for the installation or adjustment of the Utility applied for above is granted pending receipt of fees and bonds.

Approved this the _____ day of _____, 20____.

Building Department
City of Diamondhead, Mississippi

**APPLICANT WILL COMPLETE THE FOLLOWING AND RETURN TO THE CITY
OF DIAMONDHEAD BUILDING DEPARTMENT**

This Permit Application for the Construction, Repair, or Adjustment of a Utility, we
are hereby notifying you that all work along and

across _____ for Permit
(Name of Street)

No. _____ submitted _____, has
(Date)

been completed to comply with the Standards for the City of Diamondhead as stated in the Permit.

Date Completed: _____

Utility Name: _____

Representative: _____

CITY OF DIAMONDHEAD BUILDING DEPARTMENT WILL COMPLETE THE FOLLOWING:

The City of Diamondhead Building Department or a duly authorized representative has
inspected the work completed on _____ as described in
(Name of Street)

Permit No. _____ submitted _____ and finds that
(Date)

the work: ☐ Does ☐ Does not comply with City of Diamondhead Standards for installation.

Inspected By: _____

Date Inspected: _____

City Representative: _____

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

WHEREAS, the City Manager, Mayor and City Council of the City of Diamondhead, does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said county,
Flooding and Severe Weather Related to Potential Tropical Cyclone One
 commencing on or about 10:00 AM/PM on the 17th day of June, 2026 and

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

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

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

DATE: 06-17-2026

ATTEST: Pammi Klein
 City Clerk for the City of Diamondhead

Rana Hese
 Mayor, City of Diamondhead

[Signature]
 Council, District 1

[Signature]
 Council, District 2

[Signature]
 Council, District 3

[Signature]
 Council, District 4

[Signature]
 Council, At-Large



Hancock County
 State of Mississippi

MEMA DR-3 (Rev 12.01)

RAZZOO BAND PERFORMANCE CONTRACT – Andrea Galvin 10-7-2026

This contract (the "Agreement") is made on this day of June 15, 2026 between (Operator) City of Diamondhead and Andrea Galvin (Operator's Representative) and Marsha Gaines, RAZZOO (the "Band") for the hiring of the Band as independent contractors to perform Wednesday, October 7th, 2026 at City of Diamondhead Blessing of the Classics Stage 5000 Diamondhead Circle, Diamondhead, MS 39525.

1. **Place, date, time of Show:** The parties agree that the time and place of Show are as follows: City of Diamondhead Blessing of the Classics Stage 5000 Diamondhead Circle, Diamondhead, MS 39525 with the band beginning at 1:00 P.M. and concluding at 4:00 P.M.
2. **Description of Show:** Show will be a musical performance for 3 hours consisting of 1 – 1-hour set and 2 – 40-minute sets with 20-minute breaks in between.
3. **Payment:** Compensation for the Show will be \$800 payable in **CHECK made out to Marsha Gaines** immediately upon the conclusion of the Band's Show. No deposit is required.
4. **Sound System Set-Up:** The band will arrive at 11:30 A.M. to set up stage equipment on Wednesday, October 7th, 2026. The main stage and P.A. equipment and soundman to be provided by Operator.
5. **Cancellation:** If Operator cancels the event after signing this Agreement, Operator shall pay band in full. In the event of rain, the band shall be paid in full.

The below signed Band Representative warrants s/he has the authority to e-sign this agreement for Band in its entirety. The below e-signed Operator's Representative warrants s/he has the authority to bind the Operator.

Band Representative's Signature: Marsha Gaines

Band's Representative name and phone number: Marsha Gaines – 228-324-0354
gaines2317@att.net

Operator Representative's Signature: _____

Operator Representative's name and phone number: Andrea Galvin – 228-222-4626
agalvin@diamondhead.ms.gov



June 8, 2026

Jon McCraw
City Manager
5000 Diamondhead Circle,
Diamondhead, MS 39525

RE: Pay Application #1 Montjoy Creek Nature Trail

Dear Mr. McCraw,

Please find the attached Pay Application #1 for Holliday Construction for the amount due of \$186,197.85 for work complete on the Montjoy Creek Nature Trail Project. This Pay Application #1 has been reviewed, approved, and payment is recommended.

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

Sincerely,

Jason Chiniche, P.E.
Project Manager

Contractor's Application for Payment

Owner:	<u>City of Diamondhead</u>	Owner's Project No.:	<u>N/A</u>
Engineer:	<u>Chiniche Engineering & Surveying</u>	Engineer's Project No.:	<u>17-057-003</u>
Contractor:	<u>Holliday Construction, LLC</u>	Contractor's Project No.:	<u>N/A</u>
Project:	<u>Montjoy Nature Trail</u>		
Contract:	<u>Montjoy Nature Trail</u>		
Application No.:	<u>1</u>	Application Date:	<u>6/5/2026</u>
Application Period:	<u>From 4/13/2026</u>	to	<u>5/31/2026</u>

1. Original Contract Price	\$	909,558.38
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	909,558.38
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	195,997.00
5. Retainage		
a. <u>5%</u> X \$ <u>195,997.00</u> Work Completed =	\$	9,799.85
b. <u> </u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	9,799.85
6. Amount eligible to date (Line 4 - Line 5.c)	\$	186,197.15
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	186,197.15
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	723,361.23

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: Holliday Construction LLC

Signature: [Signature] **Date:** 6/5/26

Recommended by Engineer		Approved by Owner	
By:	<u>[Signature]</u>	By:	<u> </u>
Title:	<u>Project Engineer</u>	Title:	<u> </u>
Date:	<u>6/9/24</u>	Date:	<u> </u>
Approved by Funding Agency			
By:	<u> </u>	By:	<u> </u>
Title:	<u> </u>	Title:	<u> </u>
Date:	<u> </u>	Date:	<u> </u>

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Chiniche Engineering & Surveying
 Contractor: Holliday Construction, LLC
 Project: Montjoy Nature Trail
 Contract: Montjoy Nature Trail

Contractor's Application for Payment

Owner's Project No.: N/A
 Engineer's Project No.: 17-057-003
 Contractor's Project No.: N/A

Application No.: 1		Application Period: From 04/13/26 to 05/31/26		Application Date: 06/05/26									
A	B	C	D	E	F	1	2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / I) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantities Incorporated this Pay Application	Value of Work Incorporated this Pay Application (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract													
01500A	MOBILIZATION	1.00	LS	23,320.00	23,320.00	1.00	23,320.00	1.00	23,320.00		23,320.00	100%	-
01510A	MAINTENANCE OF TRAFFIC	1.00	LS	4,500.00	4,500.00	0.21	945.00	0.21	945.00		945.00	21%	3,555.00
02020A	SILT FENCE	4300.00	LF	4.00	17,200.00		-		-		-	0%	17,200.00
02020B	STRAW WATTLES	200.00	LF	11.00	2,200.00		-		-		-	0%	2,200.00
02100A	CLEARING - SELECTIVE	1.50	AC	9,000.00	13,500.00		-		-		-	0%	13,500.00
02310A	EXCAVATION (PARKING AREA, KAYAK ACCESS, GRAVEL PATH, &	500.00	CY	13.00	6,500.00		-		-		-	0%	6,500.00
02310B	GRADING AND PREP (SOD PATH, GRAVEL PATH)	4300.00	SY	6.25	26,875.00		-		-		-	0%	26,875.00
02310C	SELECT BACKFILL	400.00	CY	20.00	8,000.00		-		-		-	0%	8,000.00
02700A	GEOTEXTILE (GRAVEL PATH, PARKING, RIPRAP)	1600.00	SY	7.00	11,200.00		-		-		-	0%	11,200.00
02700B	TIMBER EDGING WITH ANCHORS (GRAVEL PATH)	1800.00	LF	18.00	32,400.00		-		-		-	0%	32,400.00
02700C	57 STONE (PARKING AND GRAVEL PATH)	200.00	CY	145.00	29,000.00		-		-		-	0%	29,000.00
02700D	610 STONE (PARKING AND GRAVEL PATH)	325.00	CY	140.00	45,500.00		-		-		-	0%	45,500.00
02750A	100LB RIPRAP (SEDIMENT TRAP RECONDITIONED)	30.00	CY	156.00	4,680.00		-		-		-	0%	4,680.00
04000A	LANDSCAPING (CLUMPING BAMBOO)	1.00	LS	10,000.00	10,000.00		-		-		-	0%	10,000.00
06100A	PILINGS CLASS B, 30' AND 40' (BOAEDWALK OBSERVATORY, &	4800.00	LF	39.03	187,344.00	4440.00	173,293.20	4400.00	171,732.00		171,732.00	92%	15,612.00
06100B	8' WIDE PEDESTRIAN BRIDGE INCLUDING CONCRETE FOOTING,	1.00	EA	213,627.12	213,627.12		-		-		-	0%	213,627.12
06100B	8' ELEVATED TIMBER BOARDWALK-INCLUDING FRAMING, TIMBER	510.00	LF	379.28	193,432.80		-		-		-	0%	193,432.80
06100C	20'X20' TIMBER 2 LEVEL BIRD OBSERVATORY WITH STAIRS,	1.00	LS	63,739.46	63,739.46		-		-		-	0%	63,739.46
07000A	WHEEL STOPS	14.00	EA	160.00	2,240.00		-		-		-	0%	2,240.00
07000B	BENCH	3.00	EA	1,300.00	3,900.00		-		-		-	0%	3,900.00
07000C	TRASH RECEPTACLES	2.00	EA	2,200.00	4,400.00		-		-		-	0%	4,400.00
07000D	ENTRANCE SIGN	1.00	EA	6,000.00	6,000.00		-		-		-	0%	6,000.00
Original Contract Totals:					\$ 909,558.38		\$ 197,558.20		\$ 195,997.00	\$ -	\$ 195,997.00	22%	\$ 713,561.38



June 4, 2026

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

RE: Pay Application 2 for the Jourdan River Boardwalk Project

Dear Mr. Jon McCraw,

Please find attached Pay Application 2 for Gill's Crane & Dozer Services, Inc for the amount due of \$152,587.10 for work completed on the Jourdan River Boardwalk Project. Pay Application 2 has been reviewed, approved, and payment is recommended.

Thank you for your consideration with this matter. If you have any questions or need any information, contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

Jason Chiniche, P.E.
Principal Engineer

PAYMENT APPLICATION AND CERTIFICATE

Application No: 2

6/3/2026

Period: 5/1/26-5/31/26

Sheet 1 of 3

Project: JOURDAN RIVER BOARDWALK

Gill's Crane and Dozer Service, Inc.

116 Marlin Drive

Slidell, LA 70461

1	Original contract sum		\$	1,266,140.00
2	Contract modifications approved in previous applications:			
	Additions: \$ _____ Deductions: \$ _____		\$	-
3	Contract modifications approved this period			
	Additions: \$ _____ Deductions: \$ _____		\$	-
4	Net change by contract modifications	(Sum of lines 2 & 3)	\$	-
5	Revised contract amount:	(Sum of lines 1 & 4)	\$	1,266,140.00
6	Total value of work to date	(Attached payment breakdown)	\$	236,290.00
7	Percent Project Complete	(Line 6 divided by 5 x 100)		19%
8	Materials on hand	(Listing Attached)	\$	-
9	Partial payment undelivered equipment	(Listing Attached)	\$	-
10	Subtotal	(Sum of lines 6, 8, 9)	\$	236,290.00
11	Less amount retained	5%	\$	11,814.50
12	Total amount retained to date		\$	11,814.50
13	Approved retainage reduction		\$	-
14	Subtotal	(Line 10 - Line 11)	\$	224,475.50
15	Less previous certificates for payment	(Item 14 from Previous Application)	\$	71,888.40
16	Current payment due	(Difference between lines 14 & 15)	\$	152,587.10

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Gill's Crane & Dozer Service, Inc.

Contractor

By

6/3/2026
Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

CHINICHE ENGINEERING, INC.

Engineer

By

6/4/2026
Date

SHEET 3 OF 3

APPLICATION NO: 2

PROJECT: JOURDAN RIVER BOARDWALK

PERIOD: 5/1/26-5/31/26

CONTRACTOR: GILL'S CRANE & DOZER SERVICE, INC.

**PAYMENT APPLICATION AND
CERTIFICATE MATERIALS
ON HAND SCHEDULE**

BID ITEM #	DESCRIPTION	VALUE PREVIOUS APPLICATION	VALUE OF MATERIAL INCORPORATED INTO STORED THIS PERIOD	VALUE OF ADDITIONAL MATERIAL STORED THIS PERIOD	TOTAL VALUE OF STORED MATERIAL THIS APPLICATION
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$0.00
	SUBTOTAL/TOTAL			\$0.00	\$0.00

FN: MyDocuments\BlankForms\PaymentApplicationandCertificate.xls Sheet3

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

*Certified Public Accountants*MICHAEL E. GUEL, CPA, CVA, PFS, CFP, CFE
SANDE W. HENTGES, CPA, CFE

CHARLENE KERKOW, CPA

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MEMBERS

AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPASTELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPCPA.COM

June 24, 2026

To Mayor, City Council and Management
City of Diamondhead, Mississippi

We are pleased to confirm our understanding of the services we are to provide for the City of Diamondhead, Mississippi for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Diamondhead, Mississippi as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Diamondhead, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Diamondhead, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies City of Diamondhead, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of Surety Bonds
- 3) Combining Financial Statements

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Elected Officials
- 2) Organizational Chart

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Diamondhead, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Diamondhead, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Diamondhead, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of

accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from

those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Diamondhead, Mississippi in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten & Guel, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten & Guel, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Sande Hentges, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$36,600 if a single audit is required, and if no single audit is required our fee will be \$31,100. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

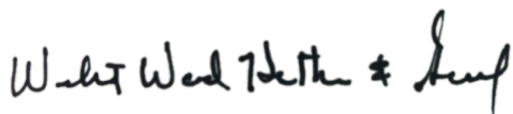
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Diamondhead, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Diamondhead, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Wright, Ward, Hatten & Guel, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Diamondhead, Mississippi.

Management signature:

Title:

Governance signature:

Title:

2026-121

Item No.8.



June 25, 2026

Jon McCraw, City Manger
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: 2025-012 Diamondhead Canal Dredging Rebid
Pay Application #1

Dear Mr. McCraw,

Please find attached Pay Application #1 for JE Talley Construction, Inc. for the amount due of \$405,667.48 for work completed on the 2025-012 Diamondhead Canal Dredging Rebid project.

This recommendation for payment is based upon intermittent site inspections of the Work, review of submitted pay quantities, and information available to the Engineer at the time of review, and as verified by the Contractor. While the Engineer has reviewed the pay application and supporting documentation in accordance with professional judgment and standard practice, Chiniche Engineering & Surveying is not retained for full-time construction inspection services. Therefore, this recommendation is based on periodic observations and available project information rather than continuous verification of all work in place and quantities claimed.

Accordingly, Pay Application #1 is recommended for payment.

Thank you for your consideration with this matter. If you have any questions or need any information, please contact me at (228) 467-6755 or jason@chiniche.com.

Sincerely,

Jason Chiniche, P.E.

Jason Chiniche, P.E.
Principal Engineer

Enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

PROJECT NAME AND NUMBER:
2025-012 Canal Dredging - Rebid

PAGE 1 OF 2 PAGES

APPLICATION NUMBER: 1 Distribution to:
PERIOD TO: 6/16/2026 () OWNER
ARCHITECT'S PROJECT NO: (x) ARCHITECT
CONTRACT DATE: () CONTRACTOR

FROM (CONTRACTOR):

JE Talley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

VIA (ENGINEER)
Chiniche Engineering and Surveying
407 Highway 90
Bay St. Louis, MS 39520

% Complete Time:
% Complete Value:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

CHANGE ORDER SUMMARY			
Number	Date Approved	Addition	
TOTALS		\$0	\$0
Net change by Change Orders		\$0	\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for the previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JE Talley Construction, Inc.

By: *[Signature]*
Joseph E. Talley - Vice President

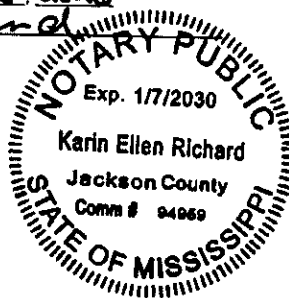
Date: 6/16/2026

State of: MISSISSIPPI

County of: Jackson

Subscribed and sworn to before me this 16TH day of JUNE, 2026Notary Public: *Karin Ellen Richard*

My Commission expires: January 7, 2030



1. ORIGINAL CONTRACT SUM	\$3,277,820.00
2. Net Change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE	\$3,277,820.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 427,018.40
(Column G on continuation sheet)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$ 21,350.92
(Col. D+E on continuation sheet)	
b. 5 % of Stored Material	\$ -
(Col. F on continuation sheet)	
Total retainage (Line 5a+5b or	
total in column I of continuation sheet.)	\$21,350.92
6. TOTAL EARNED LESS RETAINAGE	\$405,667.48
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$405,667.48
9. BALANCE TO FINISH, PLUS RETAINAGE	\$2,872,152.52
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the owner that to the best of their knowledge, information and belief the work has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 405,667.48

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the continuation sheet that are changed to conform to the amount certified.)

ENGINEER:

By: *Jaron Chiniche, P.E.*

Date: 6/22/2026

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractors signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

1

APPLICATION DATE:

06/18/26

PERIOD TO:

06/13/26

ARCHITECT'S PROJECT NO:

0

PERIOD TO:													ARCHITECT'S PROJECT NO:					0		
06/13/28																				
Contractors shall furnish retainage for all items may apply																				
A	B1	B2	B3	B4	C	D1	D2	D3	E1	E2	E3	F	G		H	I				
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	COMPLETED PREVIOUS	TOTAL WORK IN UNITS		TOTAL WORK VALUE			MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E3+F)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL.			
							COMPLETED THIS PERIOD	COMPLETED TO DATE (D1+D2)	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (E1+E2)									
200-A	Mobilization	1	LS	\$ 56,500.00	\$ 56,500.00	0	1	1	\$ -	\$ 56,500.00	\$ 56,500.00	\$ -	\$ 56,500.00	100%	0.0	\$ -	\$ 2,825.00			
201-A	Canal Dredging	102000	CY	\$ 11.87	\$ 1,210,740.00		11815	11815	\$ -	\$ 140,244.05	\$ 140,244.05	\$ -	\$ 140,244.05	12%	90185.0	\$ 1,070,495.95	\$ 7,012.20			
212-A	Transportation of Dredged Material	102000	CY	\$ 11.58	\$ 1,181,160.00		11815	11815	\$ -	\$ 136,817.70	\$ 136,817.70	\$ -	\$ 136,817.70	12%	90185.0	\$ 1,044,342.30	\$ 6,840.89			
212-B	Placement of Dredged Material Removal & Disposal or Useons, Obstructions & unsuitable	102000	CY	\$ 7.91	\$ 806,820.00		11815	11815	\$ -	\$ 93,456.65	\$ 93,456.65	\$ -	\$ 93,456.65	12%	90185.0	\$ 713,363.35	\$ 4,672.83			
214-A	Material	1000	CY	\$ 22.60	\$ 22,600.00	0		0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	1000.0	\$ 22,600.00	\$ -			
TOTALS					\$ 3,277,820.00				\$ -	\$ 427,018.40		\$ -	\$ 427,018.40			\$ 2,850,801.60	\$ 21,350.92			



Project Coordinate System: NAD83(2011) SPC83 MS East (ft)
EPSG: 6507
Height: MLLW
Scale: 1:6500

NOT FOR NAVIGATION

Abstract: March 13, 2026 NVision Solutions performed a baseline hydrographic survey of a client-specified portion of the Diamondhead Channel and adjacent canals. Data acquisition was performed using a SeaRobotics Surveyor M1.8 with hull mounted edgetech 2205 multiphase echo sounder and SBG Ekinox GNSS.

Organization: NVision Solutions, Inc
Technical Lead: Ryan Dodd
Contact: rdodd@nvisionsolutions.com





Project Coordinate System: NAD83(2011) SPC83 MS East (ft)
 EPSG: 6507
 Height: MLLW
 Scale: 1:6500

NOT FOR NAVIGATION

Abstract: June 13, 2026 NVision Solutions performed a post-dredge hydrographic survey of a client-specified portion of the Diamondhead Channel. Data acquisition was performed using a pole mounted Edgetech 6205s2 with internal SBG micro INS.

Organization: NVision Solutions, Inc
 Technical Lead: Ryan Dodd
 Contact: rdodd@nvisionsolutions.com



**Barge Log for
Pay Application #1**

Count	Date	Time	Yardage
1	4/20/2026	11:14AM	256
2	4/20/2026	2:39PM	177
3	4/23/2026	10:54AM	177
4	4/24/2026	6:28AM	256
5	4/24/2026	10:17AM	177
6	4/28/2026	2:45PM	256
7	4/30/2026	10:18AM	256
8	5/1/2026	3:02PM	177
9	5/5/2026	10:18AM	256
10	5/6/2026	5:56PM	177
11	5/11/2026	1:05PM	256
12	5/12/2026	9:35AM	177
13	5/13/2026	10:48AM	177
14	5/13/2026	4:31PM	256
15	5/14/2026	10:26AM	177
16	5/14/2026	4:45PM	256
17	5/15/2026	9:20AM	177
18	5/15/2026	6:04PM	256
19	5/16/2026	2:06PM	177
20	5/18/2026	6:23AM	256
21	5/19/2026	6:27AM	177
22	5/19/2026	10:49AM	256
23	5/19/2026	2:19PM	177
24	5/20/2026	8:30AM	256
25	5/20/2026	11:04AM	177
26	5/20/2026	5:39PM	256
27	5/21/2026	9:36AM	177
28	5/21/2026	2:27PM	256

**Barge Log for
Pay Application #1**

29	5/22/2026	7:34AM	177
30	5/22/2026	1:27PM	256
31	5/23/2026	8:51AM	177
32	5/26/2026	9:48AM	256
33	5/26/2026	2:38PM	177
34	5/27/2026	7:29AM	256
35	5/28/2026	7:01AM	177
36	5/29/2026	7:10AM	256
37	5/29/2026	10:23AM	177
38	5/30/2026	6:30AM	256
39	5/30/2026	10:17AM	177
40	5/30/2026	1:56PM	256
41	6/1/2026	7:29AM	177
42	6/1/2026	12:46PM	256
43	6/2/2026	6:43AM	177
44	6/2/2026	12:45PM	256
45	6/3/2026	8:20AM	256
46	6/4/2026	1:02PM	177
47	6/5/2026	6:20AM	256
48	6/5/2026	11:06AM	177
49	6/6/2026	6:49AM	256
50	6/6/2026	11:16AM	177
51	6/9/2026	10:05AM	256
52	6/9/2026	1:48PM	177
53	6/10/2026	7:17AM	256
54	6/10/2026	11:54AM	177
55	6/11/2026	12:41PM	177
56	6/12/2026	6:28AM	256
57	6/12/2026	11:35AM	150
58	6/12/2026	6:14PM	256

**Barge Log for
Pay Application #1**

59	6/13/2026	8:37AM	177
60	6/13/2026	1:32PM	256
Pay App 1 Total			12963

[illegible]

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “BAA”), dated as of **June 24, 2026**, is entered into by and between **Hub Gulf South** (“Business Associate”) and each “health plan” (as defined in 45 CFR 160.103) of **The City of Diamondhead** Parts 160 and 164, Subpart C (each a “Covered Entity”) and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to either (1) one or more service agreements between the Plan Sponsor and Business Associate or (2) if in the absence of such agreements, the broker of record letter designating Business Associate as Plan Sponsor’s insurance broker with respect to the insurance contracts underlying the Covered Entity (in either case, the “Agreements”), Business Associate provides services to Covered Entity that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- C. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- D. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- E. *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103.

- F. *Protected Health Information.* “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.
- G. *Reproductive Health Care.* “Reproductive Health Care” is healthcare that affects the health of an individual in all matters relating to the reproductive system and its functions and processes.
- H. *Required By Law.* “Required by Law” shall have the same meaning as the term “required by law” at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- I. *Secretary.* “Secretary” shall mean the Secretary of HHS.
- J. *Security Incident.* “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- K. *Transaction.* “Transaction” shall have the meaning as the term “transaction” in 45 CFR §160.103.
- L. *Unsecured Protected Health Information.* “Unsecured protected health information” shall have the meaning as the term “unsecured protected health information” in 45 CFR §164.402.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.
- B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA, a “Successful Security Incident” is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and

agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any "Unsuccessful Security Incident," which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore this BAA constitutes the report from Business Associate that these incidents occur.

- E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.
- F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.
- H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate's compliance with the HIPAA Rules.
- I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
- J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose

Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).

- K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.
- L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.
- N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.
- O. Effective December 23, 2024, to comply under HIPAA regarding privacy protections for PHI related to an individual's Reproductive Health Care. Business Associate will not use or disclose such PHI, which may include information on an individual's identity or health information, if that use or disclosure is for the purposes of a state civil, criminal or administrative investigation, and if the applicable Reproductive Health Care was provided lawfully. If Business Associate receives a request for PHI potentially related to Reproductive Health Care, and the purpose of the request is identified pursuant to 45 CFR § 164.512(d), (e), (f), or (g)(1), it will forward such request to the Covered Entity so that the Covered Entity may obtain a signed written attestation form from the person requesting the PHI that the use or disclosure is not for a prohibited purpose.
- P. Effective February 16, 2026, to comply with the Confidentiality of Substance Use Disorder (SUD) Patient Record Regulations under 42 CFR Part 2 in alignment with HIPAA as it applies to the Business Associate's use or disclosure of the records.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.
- B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.
- C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

- A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the

date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.

B. Termination for Cause. Without limiting the rights of the Parties respecting termination under the Parties' Agreements:

1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.
2. **By Business Associate.** Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. Effect of Termination. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.
- B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- C. **Survival.** The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.
- D. **Governing Law.** This BAA shall be governed by the laws of the State of Mississippi.
- E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.

- F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- G. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.
- I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.
- J. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: Hub Gulf South

By: _____

Name: _____

Title: _____

Address of Business Associate:

1311 Spring Street
Gulfport, MS 39507

For Notices, a copy (which will not constitute notice) shall be sent to:

Hub International Limited
c/o Legal Department
150 North Riverside Plaza, 17th Floor
Chicago, IL 60606

PLAN SPONSOR: City of Diamondhead
on behalf of its group health plan as Covered Entity

By: _____

Name: _____

Title: _____

Address of Plan Sponsor:

5000 Diamondhead Circle
Diamondhead, MS 39525



June 29, 2026

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

**Re: Pay Application #4
Diamondhead Paving Project 2026
Gulf Pride Paving, LLC**

Dear Mr. McCraw:

Enclosed, please find Pay Application #4 to be considered for approval by the City Council at the next meeting. The Application includes the period from 5/23/2026 to 6/26/2026. At the end of the application period, we are approximately 89% complete on contract value and 87% on contract time.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council approve payment to Gulf Pride Paving, LLC, in the amount of \$229,153.21. Please do not hesitate to contact me should you have any questions.

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah McLellan". The signature is fluid and cursive, with the first and last names being more prominent.

Sarah McLellan, P.E.
Project Engineer

Enclosures: Pay Application #4 Signed

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 of 2 PAGES

To Owner: City of Diamondhead

PROJECT: Diamondhead Paving 2026

APPLICATION NO: 4

Distribution to:

☐	GC
☒	ENGINEER
☐	CONTRACTOR
☐	OWNER

FROM CONTRACTOR:

VIA ENGINEER: Covington Engineering

PERIOD TO: 6/26/26

Gulf Pride Paving, LLC

10200 Logan Cline Road

Gulfport, MS 39503

PROJECT NOS: 16175.08 - WA #37

CONTRACT FOR: Diamondhead Paving

CONTRACT DATE: 02/03/26

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- | | | |
|---|----|-------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>699,797.00</u> |
| 2. Net change by Change Orders | \$ | <u>0.00</u> |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | <u>699,797.00</u> |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | <u>620,673.64</u> |
| 5. RETAINAGE: | | |
| a. <u>5</u> % of Completed Work | \$ | <u>31,033.68</u> |
| (Column D + E on G703) | | |
| b. _____ % of Stored Material | \$ | _____ |
| (Column F on G703) | | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | |
| | | <u>589,639.96</u> |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | |
| | \$ | <u>360,486.75</u> |
| 8. CURRENT PAYMENT DUE | \$ | <u>229,153.21</u> |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | <u>79,123.36</u> |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	-	
TOTALS	-	-
NET CHANGES by Change Order	-	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Gulf Pride Paving, LLC

By: 

Date: 6/2

State of: Mississippi

County of: Hancock

Subscribed and sworn to before me this

day of

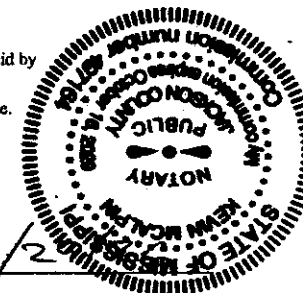
June 2026

Notary Public:

My Commission expires:

21 May 2029

16 October 2029

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the

Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 229,153.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: Sarah McLellan

Date: 6/29/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION NO: 4
 APPLICATION DATE: 6/26/26
 PERIOD TO: 6/26/26
 ENGINEERS PROJECT NO: 16175.08 - WA #37

ITEM NO.:	ITEMS:	UNITS:	ESTIMATED CONTRACT QUANTITY:	UNIT PRICE:	ESTIMATED CONTRACT AMOUNT:	COMPLETED THIS PERIOD:	AMOUNT THIS PERIOD:	COMPLETED TO DATE:	AMOUNT TO DATE:
Base Bid									
1	Mobilization	1.00	LS	\$25,000.00	\$25,000.00		\$ -	100%	\$ 25,000.00
2	Maintenance of Traffic	1.00	LS	\$17,500.00	\$17,500.00	30%	\$ 5,250.00	88%	\$ 15,400.00
3	Silt Fence	500.00	LF	\$2.50	\$1,250.00		\$ -		\$ -
4	Wattles	300.00	LF	\$10.00	\$3,000.00		\$ -		\$ -
5	Removal of Pavement (All Types and Thicknesses)	3,150.00	SY	\$12.00	\$37,800.00	50	\$ 600.00	3040	\$ 36,480.00
6	Excess Excavation, PM	1,000.00	CY	\$11.00	\$11,000.00	11	\$ 121.00	684	\$ 7,524.00
7	Borrow Material, LVM	100.00	CY	\$20.00	\$2,000.00		\$ -		\$ -
8	Geotextile Fabric - MDOT Type V	3,150.00	SY	\$4.00	\$12,600.00	50	\$ 200.00	3040	\$ 12,160.00
9	610 Granular Aggregate Base	580.00	CY	\$200.00	\$116,000.00	8	\$ 1,600.00	508	\$ 101,800.00
10	1.5" 9.5 mm, ST, Asphalt Pavement	11,000.00	SY	\$15.98	\$175,780.00	2335	\$ 37,313.30	10648	\$ 170,155.04
11	2" 12.5 mm, ST, Asphalt Pavement	3,150.00	SY	\$20.00	\$63,000.00	448	\$ 8,960.00	3040	\$ 60,800.00
12	Thermoplastic Traffic Markings, 24" Stop Bar	125.00	LF	\$12.25	\$1,531.25	77	\$ 943.25	77	\$ 943.25
13	4" Thermoplastic, Traffic Stripe, Continuous Yellow	9,200.00	LF	\$1.85	\$17,020.00	6116	\$ 11,314.60	6116	\$ 11,314.60
14	4" Thermoplastic, Traffic Stripe, Continuous White	8,900.00	LF	\$1.85	\$16,465.00	6209	\$ 11,486.65	6209	\$ 11,486.65
15	Manhole and Valve Riser	4.00	EA	\$500.00	\$2,000.00		\$ -	4	\$ 2,000.00
16	Solid Sodding	50.00	SY	\$15.00	\$750.00		\$ -		\$ -
Alternate 2 - Alia Street									
A2-1	Removal of Pavement (All Types and Thicknesses)	1250	SY	\$12.00	\$15,000.00	1175	\$ 14,100.00	1175	\$ 14,100.00
A2-2	Excess Excavation, PM	395	CY	\$11.00	\$4,345.00	264	\$ 2,904.00	264	\$ 2,904.00
A2-3	Borrow Material, LVM	50	CY	\$20.00	\$1,000.00		\$ -		\$ -
A2-4	Geotextile Fabric - MDOT Type V	1250	SY	\$4.00	\$5,000.00	1175	\$ 4,700.00	1175	\$ 4,700.00
A2-5	610 Granular Aggregate Base	230	CY	\$200.00	\$46,000.00	196	\$ 39,200.00	196	\$ 39,200.00
A2-6	1.5" 9.5 mm, ST, Asphalt Pavement	5150	SY	\$15.98	\$82,297.00	4945	\$ 79,021.10	4945	\$ 79,021.10
A2-7	2" 12.5 mm, ST, Asphalt Pavement	1250	SY	\$20.00	\$25,000.00	1175	\$ 23,500.00	1175	\$ 23,500.00
A2-8	Thermoplastic Traffic Markings, 24" Stop Bar	25	LF	\$12.25	\$306.25		\$ -		\$ -
A2-9	4" Thermoplastic Traffic Stripe, Continuous Yellow	3800	LF	\$1.85	\$7,030.00		\$ -		\$ -
A2-10	4" Thermoplastic Traffic Stripe, Continuous White	3850	LF	\$1.85	\$7,122.50		\$ -		\$ -
A2-11	Manhole and Valve Riser	8	EA	\$500.00	\$4,000.00	0.00	\$ -	4.77	\$ 2,385.00
TOTAL					\$ 699,797.00		\$ 241,213.90		\$ 620,673.64



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

Project Title Project Number Invoice #		WA #39 - On-Call Survey Services			
		16175.08			
		16175.08-258			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Site Survey Services	\$ 35,000.00	\$ 22,782.00	\$ 1,125.00	\$ 11,093.00	68%
Total	\$ 35,000.00	\$ 22,782.00	\$ 1,125.00	\$ 11,093.00	68%

 **COVINGTON**
CIVIL AND ENVIRONMENTAL
2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08258

Invoice Date: 6/9/2026

Due Date: 7/9/2026

Project: WA #39 On-Call Survey ...

P.O. Number: 39-00-05-2026

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services On-Call Survey Services - WA 39 Services Provided 05/01/26 - 05/31/26			
Sarah McLellan, Engineer III	6	185.00	1,110.00
Suellen Radich, Administrative	0.25	60.00	15.00
Subtotal			1,125.00

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

Total \$1,125.00

Payments/Credits \$0.00

Balance Due \$1,125.00

Covington Civil & Environmental, LLC

Item No.11.

TIME AND EXPENSES

FILTERS USED :

Time Expense Date In : 5/1/2026 To 5/31/2026
and Bill Status In : Un Billed
and Project In : 16175.08 City of Diamondhead | WA #39 On-Call Survey Services

Sort By Date: Ascending * A=Approved , B= Billable , S= Submit , Bd= Billed

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
Sarah McLellan							
SERVICES							
16175.08 City of Diamondhead WA #39 On-Call Survey Services							
5/15/2026	Engineer III:	Engineer III NRCS Letter for Rain event	1.00		\$185.00	\$185.00	A B
5/19/2026	Engineer III:	Engineer III NRCS Call about Drainage Letter	1.00		\$185.00	\$185.00	A B
5/20/2026	Engineer III:	Engineer III Submitted Rain Event Letter to NRCS	1.00		\$185.00	\$185.00	A B
5/21/2026	Engineer III:	Engineer III NRCS WFPO Letter	0.50		\$185.00	\$92.50	A B
5/26/2026	Engineer III:	Engineer III Submitted NRCS assistance letter for PL-566, Fairway Pond Culvert	1.50		\$185.00	\$277.50	A B
5/27/2026	Engineer III:	Engineer III Submitted NRCS Letter for Fairway Pond	1.00		\$185.00	\$185.00	A B
TOTAL SERVICES FOR 16175.08 City of Diamondhead WA #39 On-Call Survey Services:			6.00	0.00		\$1,110.00	
Total Services:			6.00			\$1,110.00	
Total Services For Sarah McLellan:			6.00			\$1,110.00	
Grand Total Billable Services:			6.00			\$1,110.00	

GROUPED BY Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

Item No.11.

GROUPED BY Employee



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

Project Title Project Number Invoice #		WA #38: Site Development Plan Review FY26			
		16175.08			
		16175.08-257			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Site Development Plan Review	\$ 25,000.00	\$ 2,328.50	\$ 400.00	\$ 22,271.50	11%
Total	\$ 25,000.00	\$ 2,328.50	\$ 400.00	\$ 22,271.50	11%
(Hourly)					



Invoice

Invoice #: 16175.08257

Invoice Date: 6/9/2026

Due Date: 7/9/2026

Project: WA #38 FY26 Site Dev ...

P.O. Number: 38-00-04-2026

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services Site Development Plan Review FY 26 - WA 38 Services Provided 04/01/26 - 05/31/26			
Sarah McLellan, Professional Engineer	2	185.00	370.00
Suellen Radich, Administrative	0.5	60.00	30.00
Subtotal			400.00

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

Total \$400.00

Payments/Credits \$0.00

Balance Due \$400.00

Covington Civil & Environmental, LLC

Item No.11.

TIME AND EXPENSES

FILTERS USED :

Time Expense Date In : 4/1/2026 To 5/31/2026

and Bill Status In : Un Billed

and Project In : 16175.08 City of Diamondhead | WA# 38 Site Development Plan Review

Sort By Date: Ascending

* A=Approved , B= Billable , S= Submit , Bd= Billed

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
Sarah McLellan							
SERVICES							
16175.08 City of Diamondhead WA# 38 Site Development Plan Review							
5/11/2026	Engineer III:	Engineer III 7513 Crooked Stick Drive Re-ditching Drawing Review	0.50		\$185.00	\$92.50	A B
5/13/2026	Engineer III:	Engineer III Call with Duke Levy about 7513 Crooked Stick Ditch Rerouting	0.50		\$185.00	\$92.50	A B
5/29/2026	Engineer III:	Engineer III 10851 Ala Moana Street Landscape Culvert Review	1.00		\$185.00	\$185.00	A B
TOTAL SERVICES FOR 16175.08 City of Diamondhead WA# 38 Site Development Plan Review:			2.00	0.00		\$370.00	
Total Services:			2.00			\$370.00	
Total Services For Sarah McLellan:			2.00			\$370.00	
Suellen Radich							
SERVICES							
16175.08 City of Diamondhead WA# 38 Site Development Plan Review							
4/30/2026	Administrative:	Administrative Financial Oversight/Review	0.50		\$60.00	\$30.00	A B
TOTAL SERVICES FOR 16175.08 City of Diamondhead WA# 38 Site Development Plan Review:			0.50	0.00		\$30.00	
Total Services:			0.50			\$30.00	
Total Services For Suellen Radich:			0.50			\$30.00	
Grand Total Billable Services:			2.50			\$400.00	

GROUPED BY Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

Item No.11.

GROUPED BY Employee



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

Project Title Project Number Invoice #		WA #37: Diamondhead Paving 2026			
		16175.08			
		16175.08-259			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Design Phase Services	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	100%
Task 2: Bid and Construction Phase Services	\$ 62,000.00	\$ 46,500.00	\$ 3,100.00	\$ 12,400.00	80%
Total	\$ 142,000.00	\$ 126,500.00	\$ 3,100.00	\$ 12,400.00	91%



Invoice

Invoice #: 1617508259

Invoice Date: 6/23/2026

Due Date: 7/23/2026

Project: WA #37 2026 Diamondh...

P.O. Number: 00-01-2026

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services WA #37 - Diamondhead Paving 2026 For work, as outlined, on the following streets: * Op La Way * Ieke Drive and Analii Street * Ahoni Street and Aila Street * Cherryhill Drive * Aulena Place Services provided from 05/01/26 - 05/31/26 PO #00-01-2026			
Task 1: Design Phase Services	0	80,000.00	0.00
Task 2: Bid and Construction Phase Services	0.05	62,000.00	3,100.00
Subtotal			3,100.00

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

Total \$3,100.00

Payments/Credits \$0.00

Balance Due \$3,100.00

00100 ADVERTISEMENT FOR BIDS**ADVERTISEMENT FOR BIDS****GENERAL NOTICE**

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

Pond 6 Remediation at Pine Golf Course

Sealed bids for the construction of the Project will be received at the City of Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead MS 39525, until Wednesday, August 26, 2026 at 10:00 am local time. At that time, all bids received will be publicly opened and the bid amount read aloud.

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

Drainage improvements, including the installation of culverts, grading of ditches, dredging of a pond and modifications to the pond outfall structure.

OBTAINING THE BIDDING DOCUMENTS

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

www.diamondheadbids.com

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

The Issuing Offices for the Bidding Documents is:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

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

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

00100 ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

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

The required documents shall be submitted in a sealed envelope and the outside of the envelope shall be marked plainly as: **Pond 6 Remediation at Pine Golf Course** and the **Certificate of Responsibility Number**.

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

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

Approved by the order of the City of Diamondhead City Council, this July 7, 2026.

Jeannie Klein, City Clerk

PUBLISH:

1st Advertisement Date: July 23, 2026

2nd Advertisement Date: July 30, 2026

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the 29th day of June, 2026, by and between Purcell Co., Inc. (hereinafter "Lessor"), and City of Diamondhead, Mississippi, (hereinafter "Lessee"). Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee the following land and any improvements thereon (hereinafter "the leased property"): Unimproved land located North of Interstate 10 in Diamondhead, Mississippi more particularly described as: Vacant lot on Noma Drive between Tellus Boat Storage and City Parking Lot (See: Attached Exhibit A)
2. The term of this lease shall be for a primary term of three (3) days, commencing on July 3, 2026, and expiring at midnight on July 5, 2026, unless extended as provided for herein.
3. During the primary term, Lessee shall pay to Lessors, as rental, the sum of One Dollar (\$1.00) per day, in advance, on or before the first day of the lease term.
4. The leased property, which Lessee accepts in its "AS IS, WHERE IS" condition, may be used for the following purposes and for no other purposes: Parking for Sponsored Events held by the City of Diamondhead, Mississippi, including but not limited to: Fourth of July Celebration; or other lawful purpose approved by Lessors. Lessee shall provide security for all Sponsored Events held by the City of Diamondhead, Mississippi.
5. (A) Indemnity: Lessors and Lessee shall indemnify, defend and hold harmless the other as follows:
 - (i) Lessee shall indemnify, defend and hold Lessor harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from its (including its employees, guests, invitees) negligence, breach, or violation or non-performance of any condition hereof.
 - (ii) Lessor shall indemnify, defend and hold Lessee harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from its negligence, breach, or violation or non-performance of any condition hereof.
- (B) Insurance: Lessee shall, during the entire term of the Lease keep in full force and effect a policy of public liability insurance with respect to the Property. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessors ten (10) days prior written notice.
6. Lessee will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance. Lessee shall be allowed to mow and otherwise maintain the property in advance of the event to enable visitors to access and park on the property.
7. Lessee shall permit Lessors and his agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the property, (ii) to make repairs to the Property as the Lessor is obligated or may elect to make, and (iii) to post notices of non-responsibility for alterations or additions or repairs.
8. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessors have no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessors.

9. All notices from Lessee to Lessors shall be served or sent to:

Jon McCraw, City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Until further written notice to Lessors, all notices from Lessors to Lessee shall be served or sent to Lessee at the following address:

Artis E. James, Jr., President
Purcell Co., Inc.
4401 East Aloha Drive
Diamondhead, MS 39525

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

10. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.
11. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.
12. This Agreement shall be governed in accordance with the laws of the State of Mississippi.

WITNESS the signatures of the parties, as of this the 29th day of June, 2026.

LESSOR: Purcell Co., Inc.

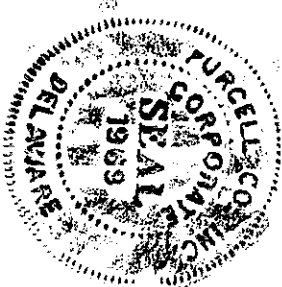
LESSEE: City of Diamondhead, Mississippi

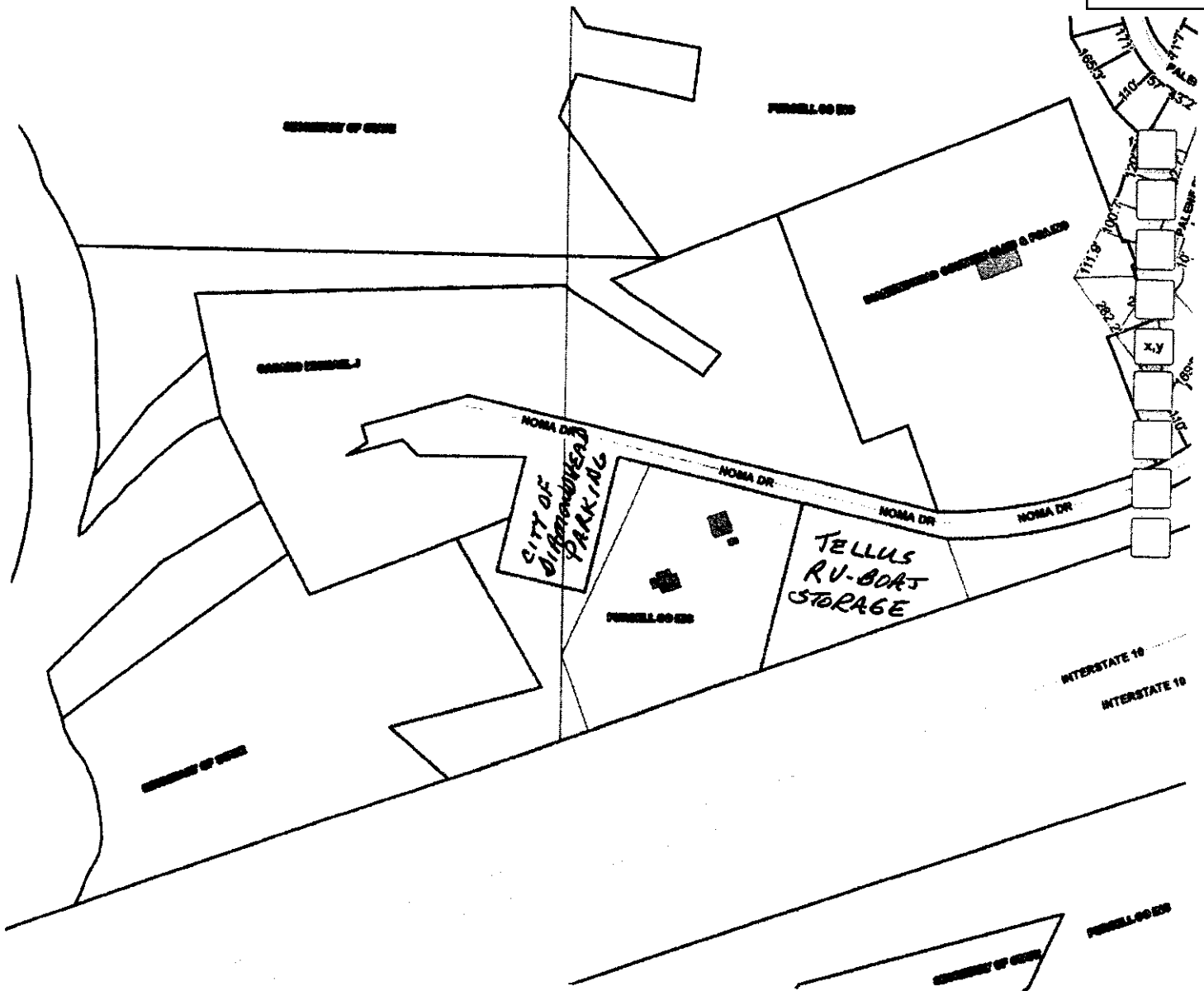
By:

Artis E. James, Jr.
Artis E. James, Jr., President

By:

Jon McGraw
Jon McGraw, City Manager





Parcels

132 -0-09-001.001

Parcel Number: 132 -0-09-001.001
 Owner Name: PURCELL CO INC
 Owner Address: 4401 E ALOHA DR
 Owner City, State ZIP: DIAMONDHEAD, MS 39525
 Physical Address:
 Improvement Type:
 Year Built: 0
 Base Area: 0
 Adjusted Area: 0
 Actual Total Value: 953
 Taxable Total Value: 0
 Estimated Tax: 17.95
 Homestead Exemption: No
 Deed Book: 2023
 Deed Page: 17341
 Local Description 1: PT GOV LOT 1 & PT

Close Export

Exhibit "A"

0 100 200ft

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the _____ day of _____, 2026, by and between Tellus Diamondhead, LLC (hereinafter "Lessors"), and City of Diamondhead, Mississippi, (hereinafter "Lessee"). Lessors and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee the following land and any improvements thereon (hereinafter "the leased property"): Unimproved land located North of Interstate 10 in Diamondhead, Mississippi more particularly described as: vacant lot on Noma Drive.
2. The term of this lease shall be for a primary term of three (3) days, commencing on _____, 2026, and expiring at midnight on _____, 2026, unless extended as provided for herein.
3. During the primary term, Lessee shall pay to Lessors, as rental, the sum of One Dollar (\$1.00) per day, in advance, on or before the first day of the lease term.
4. The leased property, which Lessee accepts in its "AS IS, WHERE IS" condition, may be used for the following purposes and for no other purposes: Parking for Sponsored Events held by the City of Diamondhead, Mississippi, including but not limited to: Fourth of July Celebration; or other lawful purpose approved by Lessors. Lessee shall provide security for all Sponsored Events held by the City of Diamondhead, Mississippi. Lessee, at its sole cost and expense, may place gravel, crushed stone, or similar base material on the leased property as reasonably necessary to provide a stable parking surface for guests, provided Lessee first obtains Lessors' written approval of the type, depth, and placement of such material. Lessee shall provide Lessors with written notice of each Sponsored Event, including the expected date, duration, and anticipated number of vehicles, no fewer than ten (10) business days prior to such event. Any rock, gravel, or other material placed on the leased property shall, at Lessors' sole election, either (i) remain on the property as a permanent improvement without compensation to Lessee, or (ii) be removed by Lessee at its own expense, with the property restored to substantially the same condition that existed prior to such placement, within fifteen (15) days following expiration or termination of this Agreement.
5. (A) Indemnity: Lessors and Lessee shall indemnify, defend and hold harmless the other as follows:
 - (i) Lessee shall indemnify, defend and hold Lessor harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from its (including its employees, guests, invitees) negligence, breach, or violation or non-performance of any condition hereof.
 - (ii) Lessor shall indemnify, defend and hold Lessee harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from its negligence, breach, or violation or non-performance of any condition hereof.
 - (iii) Lessee, as the sponsor and operator of each Sponsored Event, shall additionally indemnify, defend and hold Lessor harmless from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind arising out of or related to the Sponsored Event, including but not limited to bodily injury, death, or property damage suffered by attendees, guests, or third parties while on the leased property, regardless of whether such losses arise from the negligence of Lessee, except to the extent caused by the gross negligence or willful misconduct of Lessor. This indemnity is subject to the limitations, caps, and immunities, if any, applicable to Lessee under the Mississippi Tort Claims Act, Miss. Code Ann. §§ 11-46-1 et seq., as may be amended.
- (B) Insurance: Lessee shall, during the entire term of the Lease keep in full force and effect a policy of public liability insurance with respect to the Property. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessors ten (10) days prior written notice. Such policy shall provide minimum combined single limit coverage of not less than \$1,000,000 per occurrence

and \$2,000,000 in the aggregate, shall name Tellus Diamondhead, LLC as an additional insured, and shall be primary and non-contributory as to any insurance carried by Lessor. Lessee shall furnish Lessor with a certificate of insurance evidencing such coverage no later than ten (10) business days prior to the commencement of the lease term and prior to each Sponsored Event held thereafter.

6. Lessee will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations. Lessee shall provide for the removal of its own trash, waste paper, boxes and cartons and shall not permit any accumulation of such materials. Lessee shall not engage in any act which shall constitute a nuisance. Lessee shall be allowed to mow and otherwise maintain the property in advance of the event to enable visitors to access and park on the property. Lessee shall be responsible, at its sole cost, for repairing any damage to the leased property caused by Lessee, its employees, agents, contractors, invitees, or guests during the term of this Agreement, ordinary wear and tear excepted, and shall complete such repairs within fifteen (15) days following the date the damage occurs or is discovered, whichever is later. Lessor and Lessee shall jointly document the condition of the leased property, including photographs, immediately before and immediately after each Sponsored Event. Prior to the commencement of the lease term, Lessee shall deposit with Lessor the sum of \$0.00 as a damage deposit, to be held by Lessor and applied toward the cost of any repairs required under this Section, with any unused portion refunded to Lessee within thirty (30) days after the conclusion of the lease term.
7. Lessee shall permit Lessors and his agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the property, (ii) to make repairs to the Property as the Lessor is obligated or may elect to make, and (iii) to post notices of non-responsibility for alterations or additions or repairs.
8. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessors have no ownership in the Lessee's enterprise and the Agreement shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessors.
9. All notices from Lessee to Lessors shall be served or sent to:

Jon McCraw, City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Until further written notice to Lessors, all notices from Lessors to Lessee shall be served or sent to Lessee at the following address:

Tellus Diamondhead, LLC
Attn: T Davis Gordon
PO Box 3630, Bay St Louis, MS 39521

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.
10. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest.
11. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining

provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

12. This Agreement shall be governed in accordance with the laws of the State of Mississippi.

WITNESS the signatures of the parties, this the 26 day of June, 2026.

LESSOR:

LESSEE:

Tellus Diamondhead, LLC

By:  T. Davis Gordon
Title: Owner

City of Diamondhead, Mississippi

By: Jon McCraw
Title: City Manager



Timeline for **FY2027** Budget

Date	Action
July 7	City Manager -FY26 Year End Projections
July21	Budget Workshop to discuss/formulate FY27 Budget (5:00 p.m. recess meeting)
August 4	Budget Workshop to discuss/formulate FY27 Budget (5:00 p.m. recess meeting)
August 18	Council accepts FY27 Budget/authorizes necessary publications & hearing
August 20	First Advertisement for Public Hearing (§27-39-203) • Advertise the adoption of the tax levy • Meeting must be set after business hours • Meeting must not be the same time as any other taxing entity in the county
August 27	Second Advertisement Public Hearing (§27-39-203)
September 1	Public Hearing (Regular Meeting) • Accept FY27 Budget • Adopt/Set Millage by Resolution (§21-33-45) • Immediately send certified copy of resolution to county tax collector and state tax commission; certified copy of resolution must be available to the public (§21-33-47) • Announce Date of Adoption of FY27 Budget to be September 1, 2026; announcement must be a part of the agenda
Sept 15	Meeting to Adopt the FY27 Budget (§21-35-5 & §21-33-47) (Regular Council Meeting) • Give public notice of availability of FY27 Budget for inspection • Publish Resolution in paper within 10 days after adoption (§21-33-47)

*** NOTE -ALL DATES ARE DETERMINED APPLYING STATE STATUTE SET FOR NO INCREASE IN MILLAGE ***



Commissioner
Commissioner
Commissioner Parrish
Commissioner Peters
Commissioner Raymond
Commissioner Sutherland
Commissioner White

Item No.16.

AGENDA

PLANNING AND ZONING COMMISSION

Tuesday, June 23, 2026

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 May 26, 2026, minutes.

Tabled Items

3. Greg Grassel has filed an application requesting a variance from the Zoning Ordinance Article 4.3.7 to allow a second accessory structure within 16" of a side property line. The property address is 7828 Alawai Avenue. The tax parcel number is 067Q-0-36-221.000. The property is in a R-6 zoning district. One accessory structure per residence is allowed. The setback for an accessory structure from the side property line is 5'. The variance requested is a second accessory structure 3'-8" from side property line. The Case File Number is 202600301.

5-0 recommend to
approve

Architectural Review

New Business

4. Jacob Malley has filed an application requesting a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line. The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

5. The next City Council meeting is Tuesday, July 7, 2026.



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390
www.diamondhead.ms.gov

STAFF REPORT – 7840 MAUI CIRCLE VARIANCE

TO: Planning & Zoning Commission

FROM: Beau King, Building Official

DATE: June 22, 2026

SUBJECT: Variance request before the Planning & Zoning Commission – 7840 Maui Circle

NATURE OF REQUEST: Jacob Malley has filed an application requesting a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line. The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

DATE OF PUBLIC HEARING: June 23, 2026, at 6:00 PM.

RECOMMENDATION: To **approve** the variance as petitioned.

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

- A. That special conditions and circumstances *do* 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. *The lot narrows unevenly on the side variance is wanted.*
- 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. *There are homes in the area which are closer than 10' to side property line.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant. *Conditions are created by the lot shape.*
- 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. *other similar variances have been granted.*
- 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. *Floor plan is conservative in size compared to lot size.*
- F. The Variance *does* observe the spirit of the Ordinance and *will not* change the character of the district (area). *7.4' rear setback still gives ample setback.*
- G. The Variance *will* observe the spirit of the Comprehensive Plan. *Observed.*
- H. That the Variance requested *will not* result in any change in use or density of the subject property. *No change in use or density.*



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

APPLICATION FOR VARIANCE REQUEST

Case Number: 202600344Date 4/30/2026Applicant: Jacob MalleyApplicant's Address: 5 Oakmont Place, Long Beach, MS 39568Applicant's Email Address: [REDACTED]Applicant's Contact Number: (Home) _____ (Work) _____ (Cell) [REDACTED]Property Owner: Jacob Malley

Owner's Mailing Address: _____

Owner's Email Address: _____

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

Tax Roll Parcel Number: 067R-2-36-187.000Physical Street Address: 7840 Moai CircleLegal Description of Property: Phase 2, Unit 3, Block 7, Lot 1

Zoning District: _____

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

Requesting variance to allow 7.4' side setback instead of 10'

Highlighted triangular area is 2.6' into the setback.

REQUIRED ITEMS:

- A. A statement describing the variance request and all the reasons why it complies with the criteria for variances provided in Section 2.6.5, specifically.
THE CONDITIONS FOR GRANTING A VARIANCE: (SEE ATTACHED SHEET #4)
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?
 2. WOULD LITERAL INTERPRETATION OF THE ZONING ORDINANCE DEPRIVE THE OWNER/APPLICANT OF RIGHTS COMMONLY ENJOYED BY OTHER PROPERTIES IN THE SAME ZONING DISTRICT?
 3. ARE THE SPECIAL CONDITIONS OR CIRCUMSTANCES NOT CAUSED BY THE OWNER/APPLICANT?
 4. WOULD THE REQUESTED VARIANCE NOT GIVE THE OWNER/APPLICANT ANY SPECIAL PRIVILEGES OR RIGHTS NOT SHARED BY OWNERS OF SIMILAR PROPERTIES?
- B. The property address and the name and mailing address of the owner of each lot within 300 feet of the subject property and a map with parcels keyed to the ownership and address data.
- C. Site plans, preliminary building elevation, preliminary improvement plans, or other maps or drawings, sufficiently dimensioned as required to illustrate the following, to the extent related to their variance application:
- i. Existing and proposed location and arrangement of uses on the site, and on abutting sites within 100 feet.
 - ii. Existing and proposed site improvements, buildings, and other structures on the site, and any off-site improvements related to or necessitated by the proposed use. Building elevations shall be sufficient to indicate the general height, bulk, scale, and architectural character.
 - iii. Existing and proposed topography, grading, landscaping, and screening, irrigation facilities, and erosion control measures.
 - iv. Existing and proposed parking, loading, and traffic and pedestrian circulation features, both on the site and any off-site facilities or improvement related to or necessitated by the proposed use.
 - v. The Zoning Administrator may request additional information necessary to enable a complete analysis and evaluation of the variance request, and determination as to whether the circumstances prescribed for the granting of a variance exist.
 - vi. A fee established by the City Council shall accompany the application. A single application may include request for variances from more than one regulation applicable to the same site, or for similar variances on two or more adjacent parcels with similar characteristics.
- D. Payment of fee for Variance request: \$100.00 as per Ordinance 2012-020

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

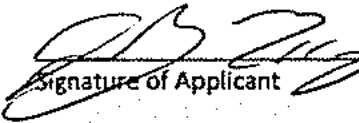
That additional information may be required by the Planning Commission prior to final disposition.

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

The Public Hearing will be held on JUNE 23RD 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 N/A
☒ List of Property Owner

☒ Application Signed
☒ Written Project Description
☐ Drainage Plan NA ☒
☐ Notarized Statement NA ☒

REQUIRED ITEM A

Property Owner

Jacob Malley

Street Address

Maui Circle

Statement Describing Variance Request

Requesting variance to allow 7.4' side setback instead of 10'.highlighted triangular area is 2.6' into the setback

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: Yes. The property narrows in the rear, which
limits the allowable width of the house.

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

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

Response: Yes. They are not caused by the owner.

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

Response: Yes. As I understand, these kinds of variances
are commonly granted.

Prepared By:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035
File No.: 26-0094

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

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

WARRANTY DEED

For and in consideration of the sum of Ten And No/100 Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I

The Thomas J. and Lisa N. Vergano Revocable Trust dated the 1st day of June, 2016, Grantor

7620 Fairway Drive
Diamondhead, MS 39525
Phone: [REDACTED]

Does hereby sell, convey, bargain and warrant to

Jacob Malley, Grantee
5 Oakmont Place
Long Beach, MS 39560
Phone: [REDACTED]

The following described real property situated and located in Hancock County, Mississippi, more particularly and certainly described as follows:

Lot 1, Block 7, Unit 3, Diamondhead, Phase 2, according to the map or plat thereof recorded in Plat Book 4, at pages 23-25, inclusive, in the office of the Chancery Clerk of Hancock County, Mississippi.

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

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

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

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

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years taxes are specifically assumed by Grantee herein.

WITNESS OUR SIGNATURES, this the 18th day of February, 2026.

The Thomas J. and Lisa N. Vergano Revocable Trust dated the 1st day of June, 2016

BY: Thomas J. Vergano
Thomas J. Vergano, Trustee

BY: Lisa N. Vergano
Lisa N. Vergano, Trustee

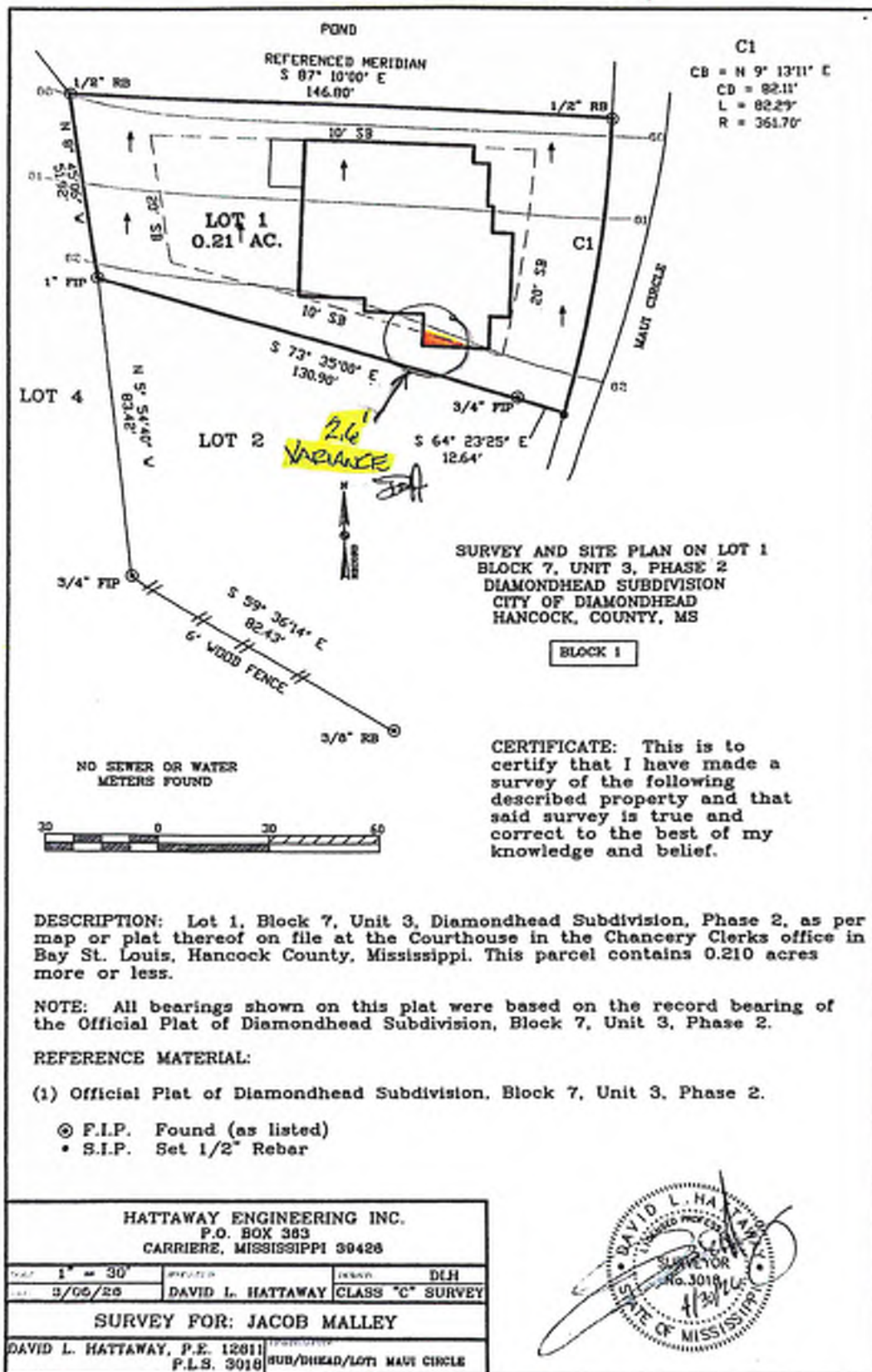
STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 18th of February, 2026, Thomas J. Vergano, Trustee of The Thomas J. and Lisa N. Vergano Revocable Trust dated the 1st day of June, 2016 and Lisa N. Vergano, Trustee of The Thomas J. and Lisa N. Vergano Revocable Trust dated the 1st day of June, 2016, who acknowledged that they/he/she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.



Tabitha Garrard
Notary Public

My Commission Expires: _____



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

Jacob Malley has filed an application requesting a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line.

The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

In accordance with the Comprehensive Zoning Ordinance Article 9.8, 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, June 23, 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 Beau King, Building Official, at bking@diamondhead.ms.gov or 228-222-4023.

OWNER_N/ LRMADD CITY_ST_ZIP_OWNR

✓ DUGAN JEN 7854 HILO DIAMONDHEAD, MS 39525
 ✓ NICHOLSO 7812 HILO DIAMONDHEAD, MS 39525
 ✓ LUNDE KIM 7810 MAUI DIAMONDHEAD, MS 39525
 ✓ PARR STEPI 6680 STATE ADA, OH 45810
 ✓ LILES DUST 7818 HILO DIAMONDHEAD, MS 39525
 ✓ KEIM EDWII 780 MAUI C DIAMONDHEAD, MS 39525
 ✓ BYE SANDF 7810 LOA C DIAMONDHEAD, MS 39525
 ✓ HANKS FRE 7832 MAUI DIAMONDHEAD, MS 39525
 ✓ CONRY LEC 7826 MAUI DIAMONDHEAD, MS 39525
 ✓ BROWN JES 784 HILO P DIAMONDHEAD, MS 39525
 ✓ DUKE JAME 784 HILO C DIAMONDHEAD, MS 39525
 ✓ STOVALL S 788 MAUI C DIAMONDHEAD, MS 39525
 ✓ SHIYOU RO 784 MAUI C DIAMONDHEAD, MS 39525
 ✓ ARGUELLO 780 HILO C DIAMONDHEAD, MS 39525
 ✓ FORET JAS C 7816 HILO DIAMONDHEAD, MS 39525
 ✓ RICCI GRE C 7810 MAUI DIAMONDHEAD, MS 39525
 ✓ TRUEX AND 7816 HILO DIAMONDHEAD, MS 39525
 ✓ BLAISDELL 7858 HILO DIAMONDHEAD, MS 39525
 ✓ MCELVEEN 786 LOA CT DIAMONDHEAD, MS 39525
 ✓ VERGANO 17620 FAIRV DIAMONDHEAD, MS 39525
 ✓ BOGOLIN C 7810 HILO DIAMONDHEAD, MS 39525
 ✓ SPANGLER 7830 MAUI DIAMONDHEAD, MS 39525
 ✓ SOLLOD AL 7812 HILO DIAMONDHEAD, MS 39525
 ✓ BROWN JES 784 HILO P DIAMONDHEAD, MS 39525
 ✓ MOOAR SH 78105 HILC DIAMONDHEAD, MS 39525
 ✓ HALTERMAI 762 MAUI C DIAMONDHEAD, MS 39525
 ✓ SEALS THO 683 HILO V DIAMONDHEAD, MS 39525
 ✓ STRADER R 7822 HILO DIAMONDHEAD, MS 39525
 ✓ WHITE GER 7814 HILO DIAMONDHEAD, MS 39525
 ✓ MEYER PAT 7856 HILO DIAMONDHEAD, MS 39525
 ✓ SIMMS J JIL 782 HILO P DIAMONDHEAD, MS 39525
 ✓ ENTREVIEW 18825 MANC DIAMONDHEAD, MS 39525
 ✓ SHERWOOD 7814 MAUI DIAMONDHEAD, MS 39525
 ✓ THE CLAIB C 7843 HILO DIAMONDHEAD, MS 39525
 ✓ CURIA LOR 7810 HILO DIAMONDHEAD, MS 39525

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The Sea Coast Echo

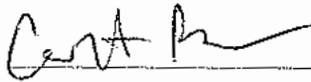
POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

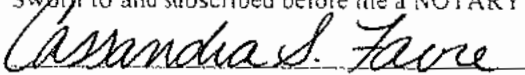
PERSONALLY appeared before me the undersigned authority in and for said County and State. GEOFF BELCHER, Publisher of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 1 week(s) to-wit:

On the 4 day of June 2026
On the _____ day of _____ 2026
On the _____ day of _____ 2026
On the _____ day of _____ 2026

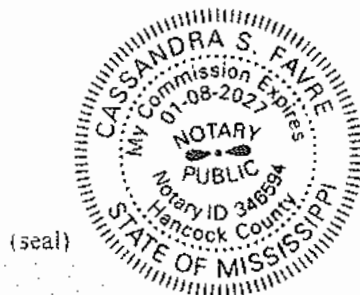


Publisher

Sworn to and subscribed before me a NOTARY PUBLIC



This 4 day of June 2026



NOTICE OF PUBLIC HEARING

PLANNING AND ZONING COMMISSION

DIAMONDHEAD, MS

Jacob Malley has filed an application requesting a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line.

The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000.

The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

In accordance with the Comprehensive Zoning Ordinance Article 9.8, 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, June 23, 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 Beau King, Building Official, at bking@diamondhead.ms.gov or 228-222-4023.

PUBLISH DATE: 6/4/26

June 3, 2026 at 9:06 AM
63780 Diamondhead Dr N
Diamondhead MS 39525

NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS

Jacob Malley has filed an application requesting a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line.

The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

In accordance with the Comprehensive Zoning Ordinance Article 9.8, 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, June 23, 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 Beau King, Building Official, at bkine@diamondhead.ms.gov or 228-222-4023.

June 3, 2026 at 9:05 AM
 63780 Diamondhead Dr N
 Diamondhead MS 39525

NOTICE OF PUBLIC HEARING
 PLANNING AND ZONING COMMISSION
 DIAMONDHEAD, MS

Paula Melley has filed an application requesting a variance from the Zoning Ordinance Article 2.4.1 to allow a residence within 7.4' of a side property line.

The property address is 7449 Mast Circle. The tax parcel number is 6678-2-15-11 1,000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 90'. The variance requested is 2.4'. The Case File Number is 203600344.

In accordance with the Comprehensive Zoning Ordinance Article 9.8, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for on as a conditional form or subject to conditions or the application may be denied. A variance may be rescinded, 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, June 23, at 6:00 p.m. The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5800 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 Bess King, Building Official, at king@diamondhead.ms.gov or 228-272-1873.



Agenda Item #2026- 129

City of Diamondhead, MS
Request for Council Action

TO: City Council/City ClerkFROM: Anna LieseDATE: 6/25/26

☐ Ordinance ☒ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☐ Other

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED

7/7/26

ORDINANCE/RESOLUTION CAPTION:

Motion to consider and adopt amendments to Article 7 of the Zoning Ordinance relating to land clearing, development permits, and building permit requirements.

REQUIRED SIGNATURE

REQUESTED BY:



COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Motion Only

Compl



City of Diamondhead, MS

Docket of Claims Register - Council

Item No.18.

APPKT02599 - 7.7.26 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount
	Payable Date	Payable Number				Line Amount
DKT233881	AGJ					3,467.30
	06/24/2026	132803	IT - MONTHLY BILLING - JUNE 2026	001-140-605.00	Professional Fees - IT	40.50
				001-140-605.00	Professional Fees - IT	376.00
				001-140-605.00	Professional Fees - IT	63.00
		MSP-132694	BACKUP	001-140-605.00	Professional Fees - IT	2,945.80
				001-140-605.00	Professional Fees - IT	42.00

Docket of Claims Register - Council

APPKT02599

Item No.18.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT233882	Amazon com LLC						1,617.47
	06/30/2026	1DLR-RTWP-GLR9	GENERATOR ADAPTERS	001-301-501.00	Supplies	99.76	
				001-301-501.00	Supplies	39.98	
				001-301-501.00	Supplies	6.99	
		1DTN-MTKR-LTF4	FIREWORK CELEBRATION / FISHING RODEO SUPPLIES	001-653-650.00	Promotions	119.99	
				001-653-650.00	Promotions	55.08	
				001-653-650.00	Promotions	11.39	
				001-653-650.00	Promotions	59.99	
				001-140-650.00	Promotions	19.99	
				001-140-650.00	Promotions	15.99	
				001-140-650.00	Promotions	200.00	
				001-140-650.00	Promotions	75.10	
				001-140-650.00	Promotions	23.90	
		1GDT-VN9X-NVFT		001-653-650.00	Promotions	99.99	
		1KHW-VR7D-4DYD	KITCHEN TOWELS, TIRES, PHONE MESSAGE BOOK	001-301-571.00	Repairs & Maintenance - Equipment	286.96	
				001-140-510.00	Cleaning & Janitorial	65.32	
				001-301-571.00	Repairs & Maintenance - Equipment	2.00	
		06/24/2026	1LXT-7DW1-176Y	001-301-571.00	Repairs & Maintenance - Equipment	286.96	
				001-110-501.00	Supplies	20.80	
				001-301-571.00	Repairs & Maintenance - Equipment	11.29	
				001-301-571.00	Repairs & Maintenance - Equipment	2.00	
	06/30/2026	1V3H-MXFF-3C43	001-140-505.00	FF&E Non-Capitalized	113.99		
DKT233883	BLADES GROUP, LLC						1,240.00
	06/22/2026	18053707	ASPHALT PATCH - PALLET	001-301-581.00	Asphalt/Concrete	1,240.00	

Docket of Claims Register - Council

APPKT02599

Item No.18.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT233884	CIVICPLUS, LLC	06/30/2026	376802	WEB OPEN PLATFORM MIGRATION - PREMIUM WEB OPEN ANN	001-140-605.00	Professional Fees - IT	3,825.67 3,825.67
DKT233885	Coast Electric Power Association	06/29/2026	6/16/26-034	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	432.56
		06/30/2026	6/16/26-036		001-301-630.00	Utilities - Streetlights & Other	55.90
		07/02/2026	6/25/26-028		001-301-630.00	Utilities - Streetlights & Other	135.25
			6/26/26-003		001-140-630.00	Utilities - General	2,088.46
					001-301-630.00	Utilities - Streetlights & Other	2,787.29
			6/26/26-005		001-301-630.00	Utilities - Streetlights & Other	55.90
			6/26/26-007		001-301-630.00	Utilities - Streetlights & Other	56.79
			6/26/26-010		001-140-630.00	Utilities - General	75.69
			6/26/26-012		001-140-630.00	Utilities - General	58.19
			6/26/26-017		001-301-630.00	Utilities - Streetlights & Other	259.84
			6/26/26-018		001-301-630.00	Utilities - Streetlights & Other	70.72
			6/26/26-019		001-301-630.00	Utilities - Streetlights & Other	55.90
			6/26/26-020		001-301-630.00	Utilities - Streetlights & Other	1,248.88
			6/26/26-025		001-301-630.00	Utilities - Streetlights & Other	55.90
			6/26/26-026		001-301-630.00	Utilities - Streetlights & Other	61.97
			6/26/26-030		001-301-630.00	Utilities - Streetlights & Other	67.24
			6/29/26-029		001-301-630.00	Utilities - Streetlights & Other	5,014.86
			7/1/26-001		001-301-630.00	Utilities - Streetlights & Other	7,715.39
			7/1/26-002		001-301-630.00	Utilities - Streetlights & Other	2,008.64
DKT233886	Coastal Tire and Auto LLC	06/17/2026	99147	FA #759. #838 TIRE AND FEES	001-301-571.00	Repairs & Maintenance - Equipment	175.00
					001-301-571.00	Repairs & Maintenance - Equipment	2.00
					001-301-571.00	Repairs & Maintenance - Equipment	1.00
					001-301-571.00	Repairs & Maintenance - Equipment	3.50
		06/29/2026	99461	TIRE PRESSURE SENSOR - TRAVERSE	001-280-635.00	Professional Fees - R&M Outside Services	130.00
DKT233887	Covington Civil and Environmental LLC	06/22/2026	16175.08257	2026 SITE DEVELOPMENT PLAN AND REVIEW	001-280-602.00	Professional Fees - Engineering	400.00
			16175.08258	2026 ON CALL SURVEY SERVICES	001-301-602.00	Professional Fees - Engineering	1,125.00
		06/30/2026	1617508259	DIAMONDHEAD PAVING 2026	001-301-602.00	Professional Fees - Engineering	3,100.00
		06/24/2026	JUNE 2026	CITY ENGINEERING SERVICES	001-301-602.00	Professional Fees - Engineering	3,000.00

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233888	CSpire Cell Service	06/22/2026	6/18/26	CELLULAR SERVICE FOR JUNE	001-100-632.00	Telephone - Cell	167.34	1,189.26
					001-140-632.00	Telephone - Cell	45.31	
					001-200-612.00	Internet	344.80	
					001-280-632.00	Telephone - Cell	181.24	
					001-301-632.00	Telephone - Cell	450.57	
DKT233889	Cspire Internet Service	07/02/2026	0690858-83	INTERNET & PHONE RENTAL FOR THE MONTH OF JUNE	001-140-612.00	Internet	199.00	673.74
					001-140-643.00	Rent - Phone System	474.74	
DKT233890	CUSICK & WILLIAMS, PLLC	07/02/2026	2372	PLANNING AND ZONING -- JUNE	001-280-603.00	Professional Fees - Legal	1,343.75	11,156.25
			2373	CITY PROSECUTOR -- JUNE	001-110-603.00	Professional Fees - Legal	3,000.00	
			2374	GENERAL MATTERS -- JUNE	001-140-603.00	Professional Fees - Legal	6,812.50	
DKT233891	Diamondhead Water and Sewer District	06/30/2026	7/10/26-001	WATER	001-301-630.00	Utilities - Streetlights & Other	390.15	1,167.88
			7/10/26-002		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-004		001-301-630.00	Utilities - Streetlights & Other	78.96	
			7/10/26-010		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-020		001-140-630.00	Utilities - General	100.53	
					001-140-630.00	Utilities - General	50.27	
			7/10/26-021		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-100		001-301-630.00	Utilities - Streetlights & Other	78.96	
			7/10/26-120		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-1352		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-1640		001-301-630.00	Utilities - Streetlights & Other	92.33	
			7/10/26-170		001-301-630.00	Utilities - Streetlights & Other	60.84	
			7/10/26-1740	WATER TWIN LAKES PAVILLION	001-301-630.00	Utilities - Streetlights & Other	78.96	
			7/10/26-2070	WATER	001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-472		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-473		001-301-630.00	Utilities - Streetlights & Other	26.32	
			7/10/26-830		001-301-630.00	Utilities - Streetlights & Other	26.32	
DKT233892	Eagle Energy	06/29/2026	51358	PUBLIC WORKS FUEL	001-301-525.00	Fuel	12.66	4,073.21
					001-301-525.00	Fuel	2,259.30	
			51360		001-301-525.00	Fuel	1,801.25	
DKT233893	FirstPoint Inc	07/02/2026	3000035711	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	54.00	54.00

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233894	FP Mailing Solutions	06/17/2026	RI107279128	POSTBASE RED INK - POSTAGE	001-140-501.00	Supplies	337.96	337.96
DKT233895	Fuelman	06/17/2026	NP70665695	FOR THE WEEK ENDING 6.14.26	001-140-525.00	Fuel	63.66	2,565.15
					001-200-525.00	Fuel	865.39	
					001-280-525.00	Fuel	42.25	
		06/22/2026	NP70686743	FOR THE WEEK ENDING 6.21.26	001-200-525.00	Fuel	748.26	
					001-280-525.00	Fuel	80.16	
		06/30/2026	NP70714561	FOR THE WEEK ENDING 6.28.26	001-200-525.00	Fuel	716.22	
					001-280-525.00	Fuel	49.21	
DKT233896	GILL'S CRANE AND DOZER SERVICE LLC	06/22/2026	2 - JOURDAN RIVER BOAR	JOURDAN RIVER BOARDWALK	166-301-907.00	Capital Outlay-Other	152,587.10	152,587.10
DKT233897	GULF PRIDE PAVING LLC	06/30/2026	4 - PAVING 2026	DIAMONDHEAD PAVING PROJECT 2026	001-301-912.01	Capital Outlay - Paving	43,513.25	229,153.21
					104-301-912.00	Capital Outlay - Streets/Drainage	185,639.96	
DKT233898	Hancock County Sheriffs Office	07/02/2026	2026.DHLE.73	INTERLOCAL AGREEMENT FOR WEEK ENDING 6.27.26	001-200-632.00	Telephone - Cell Service	224.88	39,326.13
					001-200-690.00	Interlocal Agreement	38,856.02	
					001-200-612.00	Internet	205.00	
					001-200-632.00	Telephone - Cell Service	40.23	
DKT233899	HOLLIDAY CONSTRUCTION LLC	06/22/2026	1 - MONTJOY CREEK TRAIL	MONTJOY CREEK NATURE TRAIL	115-000-907.00	Capital Outlay - Other Improvements Tidelands FY20	186,197.15	186,197.15
DKT233900	JE Talley Construction Inc	06/29/2026	1 - CANAL	CANAL DREDGING REBID	121-301-907.00	Capital Outlay Other-RESTORE-DEQ Canal Dredging	405,667.48	405,667.48
DKT233901	JLB CONTRACTORS LLC	06/22/2026	3126	KALIPEKONA POND REPLACEMENT GUARDRAIL	001-301-635.00	Professional Fees - R&M Outside Services	22,022.00	22,022.00
DKT233902	JLM INC	06/30/2026	1-34783	alignment FA#729	001-200-570.00	Repairs & Maintenance - Vehicle	94.45	94.45

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233903	Lee Tractor	06/24/2026	PI24586	BLADE BOLTS - KUB K5651-34372	001-301-571.00	Repairs & Maintenance - Equipment	13.74	561.99
					001-301-571.00	Repairs & Maintenance - Equipment	13.74	
		06/30/2026	PI24602	FA #447 BLADE, PLATE, COLLAR, WASHER	001-301-571.00	Repairs & Maintenance - Equipment	239.56	
					001-301-571.00	Repairs & Maintenance - Equipment	61.86	
					001-301-571.00	Repairs & Maintenance - Equipment	95.49	
					001-301-571.00	Repairs & Maintenance - Equipment	26.72	
					001-301-571.00	Repairs & Maintenance - Equipment	18.16	
					001-301-571.00	Repairs & Maintenance - Equipment	18.56	
					001-301-571.00	Repairs & Maintenance - Equipment	69.00	
					001-301-571.00	Repairs & Maintenance - Equipment	5.16	
DKT233904	Marvin J Bobinger III	06/30/2026	JUNE 2026	LOBBYING SERVICES FOR CODH	001-653-601.00	Professional Fees - Consulting	4,000.00	4,000.00
DKT233905	MAYLEY'S PEST CONTROL	06/29/2026	144163	PEST CONTROL SERVICES	001-140-634.00	Pest Control	115.00	115.00
DKT233906	Mow Life LLC	07/02/2026	23448	FA #831, #833 BLACK CANOPY AND DECK BELT	001-301-571.00	Repairs & Maintenance - Equipment	579.99	1,321.98
					001-301-571.00	Repairs & Maintenance - Equipment	66.00	
					001-301-571.00	Repairs & Maintenance - Equipment	15.00	
					001-301-571.00	Repairs & Maintenance - Equipment	579.99	
					001-301-571.00	Repairs & Maintenance - Equipment	66.00	
					001-301-571.00	Repairs & Maintenance - Equipment	15.00	
DKT233907	MS Department of Public Safety	06/30/2026	MAY 2026A	DUI NON-ADJUDICATION	650-110-131.00	State Assessments Payable	250.00	250.00
DKT233908	Nickys Paint and Body LLC	06/30/2026	26-04205	UNIT 850 TOWING 3/28/26	001-200-681.00	Other Services & Charges	125.00	125.00

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233909	Orion Planning and Design	07/02/2026	26-03-001	ON CALL SERVICES - FY25	001-653-601.00	Professional Fees - Consulting	1,642.50	1,642.50
DKT233910	Petes Services	06/30/2026	6/30/26	DEBRIS HAUL PICKUP - PW YARD	001-301-683.00	Professional Fees - Debris Removal	3,800.00	3,800.00
DKT233911	SEWAH STUDIOS, INC	06/22/2026	49115	BARTAM TRAIL SIGN	001-301-586.00	Street Signs	2,725.00	2,725.00
DKT233912	South MS Business Machines Gulfport	06/22/2026	504945	PER COPY CHARGE FOR JUNE	001-280-506.00	Copier Usage/Maintenance	60.00	60.00
DKT233913	STUMP N GRIND LLC	06/30/2026	6/28/26	TREE REMOVALS - APAKI AND HILO	001-301-681.00	Other Services & Charges	1,575.00	4,725.00
					001-301-681.00	Other Services & Charges	1,575.00	
					001-301-681.00	Other Services & Charges	1,575.00	
DKT233914	SunSouth LLC	07/02/2026	5522136	FA #619 ALAMO SIDE ARM WASHER AND LUG NUT BOLT	001-301-571.00	Repairs & Maintenance - Equipment	21.32	264.68
					001-301-571.00	Repairs & Maintenance - Equipment	16.00	
					001-301-571.00	Repairs & Maintenance - Equipment	197.36	
					001-301-571.00	Repairs & Maintenance - Equipment	30.00	
DKT233915	THE PEOPLES BANK	06/30/2026	8/1/26	S/O BOND SERIES 2022 - CODH GO BOND PROJECT - 2026	104-800-681.00	Other Services & Charges	2,500.00	409,287.95
					104-800-810.00	GENERAL OBLIGATION INTEREST	76,954.00	
					104-800-800.00	GENERAL OBLIGATION PRINCIPAL	329,833.95	
DKT233916	TransUnion Risk and Alternative Data Solutions Inc	07/02/2026	5859551-202606-1	TLOxp FOR JUNE	001-110-681.00	Other Services & Charges	100.00	200.00
			6177932-202606-1		001-200-681.00	Other Services & Charges	100.00	
DKT233917	US BANK NATIONAL ASSOCIATION	06/17/2026	102249944	BUILDING PLANS EXAMINER - BEAU KING	001-280-615.00	Travel & Training	230.00	509.00
		06/30/2026	163619	FISHING RODEO - LULULEMON HEADBANDS	001-140-650.00	Promotions	140.00	
		06/22/2026	6/4/26	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	139.00	

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Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT233918	VULCAN MATERIALS COMPANY						7,293.50
	06/24/2026	6756508	GABION AND RIP RAP	001-301-583.00	Gravel, Sand, Rip Rap	3,699.55	
				001-301-583.00	Gravel, Sand, Rip Rap	3,593.95	
DKT233919	Warran Automotive, Inc						466.00
	06/29/2026	31539	FA #238 REPAIRS	001-301-635.00	Professional Fees - R&M Outside Services	466.00	
DKT233920	Waste Management						80.07
	06/29/2026	0896482-4768-5	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	80.07	
					Total Claims: 40	Total Payment Amount:	1,534,084.95



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APPKT02573 - 5.13.26 SHIERS

By Docket/Claim Number

Docket/Claim #	Vendor Name					Payment Amount
	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT233781	Simpson Law Firm					90.72
	05/13/2026	INV0007626	Garnishment	650-140-106.00	Garnishment Withheld	90.72
					Total Claims: 1	Total Payment Amount: 90.72



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APPKT02577 - 5.27.26 SHIERS

By Docket/Claim Number

Docket/Claim #	Vendor Name					Payment Amount
	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT233800	Simpson Law Firm					90.72
	05/27/2026	INV0007654	Garnishment	650-140-106.00	Garnishment Withheld	90.72
					Total Claims: 1	Total Payment Amount: 90.72



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APPKT02590 - May 2026 Payroll Payables

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT233861	American Fidelity	05/13/2026	INV0007610	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	48.65
			INV0007611	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52
			INV0007612	American Fidelity Whole Life	650-140-113.04	American Fidelity Withheld	10.40
			INV0007613	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	40.25
			INV0007614	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	44.85
			INV0007615	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	313.48
			INV0007616	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld	18.55
		05/27/2026	INV0007617	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld	30.85
			INV0007638	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	48.65
			INV0007639	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52
			INV0007640	American Fidelity Whole Life	650-140-113.04	American Fidelity Withheld	10.40
			INV0007641	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	40.25
			INV0007642	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	44.85
			INV0007643	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	313.48
			INV0007644	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld	18.55
			INV0007645	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld	30.85
DKT233862	Colonial Life	05/13/2026	INV0007618	EE PREMIUM	650-140-113.00	Colonial Withheld	19.88
			INV0007619	Critical Illness	650-140-113.00	Colonial Withheld	3.81
			INV0007620	EE Premium	650-140-113.00	Colonial Withheld	10.95
			INV0007621	EE PREMIUM	650-140-113.00	Colonial Withheld	12.30
			INV0007622		650-140-113.00	Colonial Withheld	12.80
			INV0007623		650-140-113.00	Colonial Withheld	32.78
		05/27/2026	INV0007646		650-140-113.00	Colonial Withheld	19.88
			INV0007647	Critical Illness	650-140-113.00	Colonial Withheld	3.81
			INV0007648	EE Premium	650-140-113.00	Colonial Withheld	10.95
			INV0007649	EE PREMIUM	650-140-113.00	Colonial Withheld	12.30
			INV0007650		650-140-113.00	Colonial Withheld	12.80
			INV0007651		650-140-113.00	Colonial Withheld	32.78

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233863	Guardian							1,615.32
	05/13/2026	INV0007627	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		405.99	
		INV0007628	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		126.96	
		INV0007629	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		89.88	
	05/27/2026	INV0007655		650-140-113.01	Guardian Withheld/Payable		405.86	
		INV0007656	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		126.96	
				650-140-113.01	Guardian Withheld/Payable		-0.50	
		INV0007657	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		89.85	
				650-140-113.01	Guardian Withheld/Payable		370.32	
DKT233864	Internal Revenue Service							20,602.81
	05/01/2026	INV0007607	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable		413.30	
		INV0007608		650-140-122.01	Medicare Withheld/Payable		96.66	
		INV0007609		650-140-123.00	Federal Withholding Tax		20.00	
	05/13/2026	INV0007634		650-140-122.00	Social Security Withheld/Payable		5,400.10	
		INV0007635		650-140-122.01	Medicare Withheld/Payable		1,262.96	
		INV0007636		650-140-123.00	Federal Withholding Tax		2,664.14	
	05/27/2026	INV0007662		650-140-122.00	Social Security Withheld/Payable		6,031.44	
		INV0007663		650-140-122.01	Medicare Withheld/Payable		1,410.60	
		INV0007664		650-140-123.00	Federal Withholding Tax		3,303.61	
DKT233865	Morgan White Group							2,112.61
	05/13/2026	INV0007631	Morgan White	650-140-112.01	Morgan White Payable		1,056.41	
	05/27/2026	INV0007659		650-140-112.01	Morgan White Payable		1,056.20	
DKT233866	MS Department of Revenue Payroll							2,425.00
	05/01/2026	INV0007606	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax		30.00	
	05/13/2026	INV0007633		650-140-134.00	State Withholding Tax		1,090.00	
	05/27/2026	INV0007661		650-140-134.00	State Withholding Tax		1,305.00	
DKT233867	Systematized Benefits and Administrators Inc							11,844.52
	05/13/2026	INV0007624	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable		5,922.26	
	05/27/2026	INV0007652		650-140-110.00	Deferred Compensation Withheld/Payable		5,922.26	
DKT233868	TX Child Support State Disbursement Unit							230.76
	05/13/2026	INV0007625	Garnishment	650-140-106.00	Garnishment Withheld		115.38	
	05/27/2026	INV0007653		650-140-106.00	Garnishment Withheld		115.38	
DKT233869	Texas Life							86.45
	05/13/2026	INV0007632	Texas Life	650-140-113.05	Texas Life Withheld		43.23	
	05/27/2026	INV0007660		650-140-113.05	Texas Life Withheld		43.22	

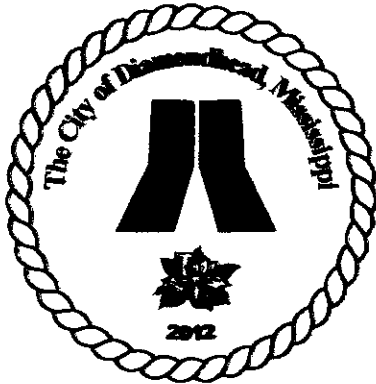
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Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line Amount	
DKT233870	Blue Cross Blue Shield of MS						15,982.68
	05/13/2026	INV0007630	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	6,965.70	
	05/27/2026	INV0007658		650-140-112.00	BCBS Withheld/Payable	2,051.49	
				650-140-112.00	BCBS Withheld/Payable	6,965.49	
Total Claims: 10						Total Payment Amount:	56,130.29

PR Net Wages	Payroll Pd	Seq No. Docket #	Description	Paymt Date	Amount	Agenda
PYPKT01704	04/20-05/03/2026	000272 PRCLAIM000272	Net Wages Payable	5/13/2026	29,841.94	7/7/2026
PYPKT01707	05/04-05/17-2026	000273 PRCLAIM000273	Net Wages Payable	5/27/2026	33,689.86	7/7/2026
PYPKT01709	05/01-05/31/2026	000274 PRCLAIM000274	Net Wages Payable	6/1/2026	3,030.37	7/7/2026



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

Fax: (228) 222-4390

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

To: **DIAMONDHEAD CITY MANAGER**

Stats for the MONTH of MAY 2026.

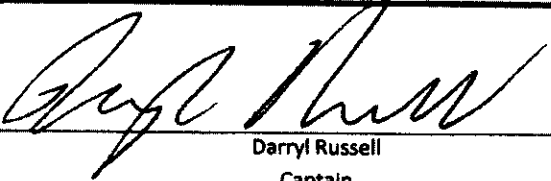
Total number of violations written: 3 violations
Violation of City Animal Ordinance: 0 violation
Cruelty of Animals: 0
DUI Arrests: 0
Leash Law Violation: 0

Total fines and fees collected: \$3,570.00
State portion of the fees collected: \$1,812.78
Wireless Communication Fund: \$92.22
Crime Stopper Fund: \$14.00
The remaining balance the City of Diamondhead receives: \$1,651.00

Total Inmates held and billed for jail housing: 3 Inmates
(Housing cost rate of \$20 per day per inmate)
3 Inmates ---total of 10 days = \$200.00

Diamondhead Monthly Statistics

May-26

Animal Problem / Complaints	13	Civil Disputes / Escorts / Process	20
Drug Law Violation	0	Complaint / See An Officer	7
Fire Structure / Vehicle	4	Death	0
Fireworks	0	Disturbance	15
Funeral Escort	0	False Alarms- Residential/ Business/ 911	12
Littering/Dumping/Haz-Mat Spill	9	Follow ups/ citizen call requests	251
Medical Emergency	11	Juvenile Problem	4
Missing/Runaway	2	Lost/Found Item	2
Parking Violation	4	Miscellaneous	7
Prostitution	0	TOTAL MISCELLANEOUS CALLS	318
Public Drunk	0	Accident - Private Property	2
Shots Fired	0	Accident - Public Roadway	12
Suicide	1	Accident - Hit & Run	1
Suicide / Threat / Attempt	1	Accident - Fatality	0
Suspicious / Person / Vehicle	28	TOTAL ACCIDENTS/COLLISIONS	15
Welfare Concern	30	Assist Motorist	13
TOTAL PUBLIC HEALTH & SAFETY	103	Traffic Stop	26
Animal Bite	1	TOTAL TRAFFIC CALLS	39
Assault By Threat	4		
Assault	2	Total Calls for Service	506
Child Abuse / Neglect	0	Traffic Citation (Adults)	2
Domestic Violence	0	Traffic Citation (Minors)	0
Harrassment	1	Warrant Arrests	1
Harassing Phone Call	2	Drunk Driver (DUI) Arrests	0
Robbery - Armed	0	Traffic Arrests	0
Sexual Abuse / Molestation	0	Domestic Assault Arrests	0
Stalking	0	Other Arrests	0
TOTAL CRIMES AGAINST PERSON	10	Total Arrests	1
Attempted Burglary	0	Significant Events	
Burglary - Residence	2	 Darryl Russell Captain	
Burglary - Vehicle	0		
Counterfeit Money	0		
Damage - Property	5		
Embezzlement	0		
Forgery / Bad Check/Fraud	6		
Malicious Mischief	0		
Recovered Stolen Property	0		
Recovered Stolen Vehicle	0		
Shoplifting	1		
Stolen Vehicle	0		
Theft (Grand)	0		
Theft (Petit)	5		
Trespassing	2		
Unauthorized Use / Vehicle	0		
TOTAL PROPERTY CRIME	21		

City of Diamondhead Code Enforcement Monthly Report

May 2026

Code Violations	Total	Closed	Open
Abandoned Vehicles	1	1	0
Accessory Structure	0	0	0
ATV	1	0	1
Boat & Jet-Ski	8	7	1
Care of Premises	3	0	3
High Grass	2	1	1
Signs	15	15	0
RV & Campers	2	2	0
Trailers	14	11	3
Trees & Lot Clearing	0	0	0
21-19-11	0	0	0
Permits	1	1	0
Miscellaneous	6	4	2
Citations	0	0	0
Cumulative Totals	53	42	11

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

PAGE:

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE DATES: 5/01/2026 TO 5/31/

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

EXPIRATION DATES: 0/00/000

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATUS:

Item No.a. 9/LE

CITY LIMITS: INSIDE, OUTSIDE

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
02000	PRIV-SERV	PROJECT 228 LLC	ACTIVE	PRIV	5/01/2026	
5/01/26-	9/30/26	42156 NOMA DR		SER-MED		5/01/2026
02001	PRIV-SERV	SUNBELT ROOFS LLC	ACTIVE	PRIV	5/07/2026	
5/07/26-	9/30/26	651 KOULA DR		CONT-RES		5/07/2026
02003	PRIV-RET	UPSCALE ELEGANCE	ACTIVE	PRIV	5/11/2026	
5/11/26-	9/30/26	9942 KAHANA ST		RET-SALE		5/11/2026
02007	PRIV-RET	THE HEARING CENTER	ACTIVE	PRIV	5/26/2026	
5/26/26-	9/30/26	4402 E ALOHA DR		RET-SALE		5/26/2026
02009	PRIV-SERV	DIAMONDHEAD TERMITE AND PE	ACTIVE	PRIV	5/26/2026	
5/26/26-	9/30/26	5402 W. ALOHA DR		PROF-SVC		5/26/2026

REPORT TOTALS:

5 LICENSES

privilege license
may-2026

6/08/2026 11:25 AM
PROJECTS: THRU ZZZZZZZZZZ
PROJECT TYPE: All
CONTRACTORS: All
APPLIED DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All

PROJECT MASTER REPORT

PAGE:
REPORT SEQUENCE: Project
CONTRACTOR CLASS: All - All Contra Item No.a se
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
ISSUED DATES: 5/01/2026 THRU 5/31/2026

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	3	2,998.50
B02-ADD - RESIDENTIAL ADDITION	4	421.00
B04-ACC - RESIDENTIAL ACCESSORY	2	0.00
B05-REP - RESIDENTIAL REPAIR	27	225.00
B20-NEW - NEW COMMERCIAL BUILDING	1	465.00
B22-ADD - COMMERCIAL ADDITION	1	0.00
DEMO-RES - RESIDENTIAL DEMOLITION	1	0.00
ELEC-RES - RESIDENTIAL ELECTRICAL	3	0.00
FENCE-RES - RESIDENTIAL FENCE	10	0.00
FLAT-RES - RESIDENTIAL FLATWORK	3	0.00
GAS-RES - RESIDENTIAL GAS	3	0.00
MECH-RES - RESIDENTIAL MECHANICAL	9	0.00
POOL-RES - RESIDENTIAL POOL	3	0.00
PZ-06 - VARIANCE	2	0.00
SIGN - SIGN	5	200.00
TREE - TREE REMOVAL	3	0.00
*** TOTALS ***	80	4,309.50

Projects
May 2026

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

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

ORIGINATION: 0/00/0000 THRU 99/99/99
DUE: 0/00/0000 THRU 99/99/99
RESOLUTION: 5/01/2026 THRU 5/31/2026

		-----PRIORITY-----									TOTAL
		1	2	3	4	5	6	7	8	9	
STATUS	ACTIVE										
	CLOSED	158									158
	VOIDED										
	SUSPENDED										
TOTALS		158									158

-----SEQUENCES-----		COUNT
TASK CODE		
DOCUMENT		3
INSPECTION		126
REINSPECTION		21
REVIEW		8
TOTAL INCIDENTS		158

Inspections
May-2026

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statements
Coversheet to Monthly Budget Report
For the Month Ended May 31, 2026

ALL FUNDS HIGHLIGHTS

*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
Total YTD Revenue	\$	7,208,168	\$ 7,252,041
Total Budget	\$	23,800,277	\$ 28,980,182
% Actual to Budget		30.3%	
Current Month % to Fiscal Year		66.7%	66.7%
*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
Total YTD Expenses Actual Activity	\$	5,830,659	\$ 7,602,908
Total YTD Expenses Activity w/ Encumbrances	\$	12,776,314	\$ 13,024,251
Total Budget	\$	23,778,735	\$ 36,476,280
% Actual to Budget		24.5%	
% Actual w/ Encumbrances to Budget		53.7%	
Current Month % to Fiscal Year		66.7%	66.7%

*Excludes Other Financing Sources and Uses

Depository Account Balances as of: May 31, 2026

General Bank Acct:	\$	5,398,758	Unrestricted	\$	5,283,311
Accounts Payable Clearing:		44,290	Fiduciary Fund		47,364
Payroll Clearing:		32,877	Solid Waste		255,671
Contingency Operating Fund:		2,144,865	Grant Funds		1,285,172
Cap Exp -Commercial District		1,040,446	MS Infrastructure		510,239
Cap Exp - Police Unit		0	Amer Rescue & F		239,032
			GO BONDS 2022		0
			Cap Exp -Commercial District		1,040,446
			Cap Exp - Police Unit		0
TOTAL	\$	8,661,236		\$	8,661,236

Fund Activity	YTD Actual	YTD Actual w/ Encumbrances	Total Current Budget
001 - General Fund	\$ 1,095,874	\$ 321,610	\$ (1,164,366)
104 - MS Infrastructure Modernization Fund	\$ 249,568	\$ (46,229)	\$ (244,408)
115 - Grant- Tidelands FY20 Rotten Bayou P	\$ -	\$ (952,741)	\$ (8,049)
118 - Grant-GRPC/MDOT West Aloha	\$ (50,400)	\$ (134,400)	\$ (334,400)
119 - Grant-HUD-Community Develop	\$ -	\$ -	\$ -
122 - Capital X Funds FY24 Commere	\$ 27,680	\$ 27,680	\$ (1,000,000)
121 - Grant - RESTORE-DEQ Canal I	\$ -	\$ (3,277,820)	\$ 1,822,180
120 - Capital X Funds FY24 Police Unit	\$ (2,691)	\$ (2,691)	\$ 50,000
149 - Grant-Tidelands FY24 Trail/ Mar	\$ (11,892)	\$ (54,319)	\$ 2,130
157 - Grant- GRPC - East Aloha Impr	\$ (27,896)	\$ -	\$ 98,000
162 - Grant-GOMESA FY22 -Coon Branch P	\$ 130,940	\$ 130,940	\$ 322,336
168 - Gant-MS Outdoor MOST FY23-			
164 - Grant - GCRF MDA FY23 Comn	\$ (85,310)	\$ (110,590)	\$ (264,983)
165 - Grant-GOMESA FY23-Kome/Fairway/A	\$ 119,450	\$ 144,012	\$ 1,365,869
166 - Grant -RESTORE-MDEQ Jourdan Rive	\$ 5,888	\$ (1,416,389)	\$ (196,155)
190 - ARPA-American Rescue & Recovery A	\$ 6,473	\$ 6,473	\$ -
191 - Hancock County Match Bank St:	\$ (102,250)	\$ (210,000)	\$ (210,000)
401 - Solid Waste Fund	\$ 100,375	\$ 100,375	\$ 19,337
TOTAL Surplus (Deficit)	\$ 1,455,811	\$ (5,474,090)	\$ 257,489



City of Diamondhead, MS

Item No.b.

Income Statement Group Summary

For Fiscal: 2025-2026 Period Ending: 05/31/2026

SubCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
200 - GENERAL PROPERTY TAXES	3,411,000.00	3,411,000.00	158,342.96	3,053,469.93	3,053,469.93	357,530.07
203 - PRIOR YEAR PROPERTY TAXES	30,000.00	30,000.00	389.59	12,950.48	12,950.48	17,049.52
220 - LICENSES AND PERMITS	450,000.00	450,000.00	17,147.03	340,705.11	340,705.11	109,294.89
250 - STATE REVENUE/GRANTS	389,000.00	520,306.40	0.00	198,076.73	198,076.73	322,229.67
260 - TAX ON SALES	925,000.00	925,000.00	81,675.01	580,350.94	580,350.94	344,649.06
270 - LOCAL GOVERNMENT REVENUE/GRANTS	250,000.00	250,000.00	2,892.41	113,779.63	113,779.63	136,220.37
280 - CHARGES FOR GOVERNMENTAL SERVICES	3,700.00	3,700.00	1,650.00	6,964.94	6,964.94	-3,264.94
330 - FINES & FORFEITS	20,000.00	20,000.00	2,651.00	31,321.70	31,321.70	-11,321.70
340 - MISCELLANEOUS	112,250.00	112,250.00	15,949.96	118,664.38	118,664.38	-6,414.38
380 - TRANSFERS IN	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00
390 - NON REVENUE RECEIPTS	0.00	0.00	0.00	57,410.00	57,410.00	-57,410.00
400 - SALARIES	1,392,542.11	1,392,542.11	94,618.28	798,020.70	798,020.70	594,521.41
460 - EMPLOYEE BENEFITS	326,420.91	326,420.91	26,126.60	201,645.44	201,645.44	124,775.47
500 - SUPPLIES	45,800.00	45,800.00	2,469.84	19,341.05	20,945.95	24,854.05
510 - OPERATING SUPPLIES	125,000.00	125,000.00	3,953.95	46,414.15	51,241.04	73,758.96
560 - REPAIRS & MAINTENANCE SUPPLIES	122,000.00	123,200.00	9,592.66	45,771.88	61,607.96	61,592.04
600 - PROFESSIONAL SERVICES	627,950.00	1,205,043.01	41,813.30	448,616.13	1,048,842.21	156,200.80
610 - GENERAL SERVICES	72,750.00	72,750.00	2,860.86	38,927.96	43,074.04	29,675.96
625 - INSURANCE	195,837.46	195,837.46	75,403.74	140,542.95	140,542.95	55,294.51
630 - UTILITIES	259,500.00	259,500.00	25,423.81	168,156.03	168,156.03	91,343.97
635 - REPAIRS & MAINTENANCE OUTSIDE SERVICES	48,500.00	48,760.00	15,730.95	61,102.32	100,104.42	-51,344.42
640 - RENTALS	8,300.00	8,300.00	815.11	6,928.95	7,578.95	721.05
650 - PROMOTIONS / EXHIBITIONS	56,000.00	56,000.00	300.00	16,355.98	26,070.98	29,929.02
680 - OTHER OUTSIDE SERVICES	1,125,496.28	1,160,496.28	75,461.58	718,833.23	728,483.23	432,013.05
700 - GRANTS, SUBSIDIES AND ALLOCATION	53,400.00	53,400.00	0.00	52,400.00	52,400.00	1,000.00
800 - DEBT SERVICE	189,766.20	189,766.20	0.00	475.00	475.00	189,291.20
900 - CAPITAL OUTLAY	866,500.00	997,806.40	68,648.57	654,287.59	742,895.08	254,911.32
951 - INTERFUND TRANSFERS - GRANT FUNDS	800,000.00	710,000.00	0.00	0.00	0.00	710,000.00
Fund: 001 - GENERAL FUND Surplus (Deficit):	-640,812.96	-1,164,365.97	-162,521.29	1,095,874.48	321,609.86	-1,485,975.83
Fund: 004 - CONTINGENCY FUND						
340 - MISCELLANEOUS	84,000.00	84,000.00	7,365.12	57,061.54	57,061.54	26,938.46
950 - INTERFUND TRANSFERS	84,000.00	84,000.00	0.00	0.00	0.00	84,000.00
Fund: 004 - CONTINGENCY FUND Surplus (Deficit):	0.00	0.00	7,365.12	57,061.54	57,061.54	-57,061.54
Fund: 104 - MS Infrastructure Modernization Fund						
260 - TAX ON SALES	580,000.00	580,000.00	0.00	314,064.71	314,064.71	265,935.29
340 - MISCELLANEOUS	12,000.00	12,000.00	1,725.21	11,358.11	11,358.11	641.89
680 - OTHER OUTSIDE SERVICES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
800 - DEBT SERVICE	483,908.00	483,908.00	0.00	75,854.62	75,854.62	408,053.38
900 - CAPITAL OUTLAY	350,000.00	350,000.00	0.00	0.00	295,797.00	54,203.00
Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit)	-244,408.00	-244,408.00	1,725.21	249,568.20	-46,228.80	-198,179.20
Fund: 115 - Grant- Tideland's FY20 Rotten Bayou Public Access						
250 - STATE REVENUE/GRANTS	553,150.19	553,150.19	0.00	0.00	0.00	553,150.19
600 - PROFESSIONAL SERVICES	59,433.52	67,482.77	0.00	0.00	43,049.25	24,433.52
610 - GENERAL SERVICES	0.00	0.00	0.00	0.00	133.46	-133.46
900 - CAPITAL OUTLAY	493,716.67	493,716.67	0.00	0.00	909,558.38	-415,841.71
Fund: 115 - Grant- Tideland's FY20 Rotten Bayou Public Access Surp	0.00	-8,049.25	0.00	0.00	-952,741.09	944,691.84
Fund: 118 - Grant-GRPC/MDOT West Aloha Streets & Sidewalks						
250 - STATE REVENUE/GRANTS	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00
600 - PROFESSIONAL SERVICES	110,000.00	244,400.00	0.00	50,400.00	134,400.00	110,000.00
900 - CAPITAL OUTLAY	890,000.00	890,000.00	0.00	0.00	0.00	890,000.00
Fund: 118 - Grant-GRPC/MDOT West Aloha Streets & Sidewalks Su	-200,000.00	-334,400.00	0.00	-50,400.00	-134,400.00	-200,000.00

Income Statement

For Fiscal: 2025-2026 Period Ending 6/30/2026

SubCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 119 - Grant-HUD-Community Development-W. Aloha						
250 - STATE REVENUE/GRANTS	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
900 - CAPITAL OUTLAY	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Fund: 119 - Grant-HUD-Community Development-W. Aloha Surplu	0.00	0.00	0.00	0.00	0.00	0.00
Fund: 120 - Capital X Funds FY24 Police Unit						
340 - MISCELLANEOUS	0.00	0.00	0.00	81.02	81.02	-81.02
900 - CAPITAL OUTLAY	0.00	1,518.00	0.00	2,772.34	2,772.34	-1,254.34
Fund: 120 - Capital X Funds FY24 Police Unit Surplus (Deficit):	0.00	-1,518.00	0.00	-2,691.32	-2,691.32	1,173.32
Fund: 121 - Grant - RESTORE-DEQ Canal Dredging						
250 - STATE REVENUE/GRANTS	5,100,000.00	5,100,000.00	0.00	0.00	0.00	5,100,000.00
900 - CAPITAL OUTLAY	0.00	3,277,820.00	0.00	0.00	3,277,820.00	0.00
Fund: 121 - Grant - RESTORE-DEQ Canal Dredging Surplus (Deficit):	5,100,000.00	1,822,180.00	0.00	0.00	-3,277,820.00	5,100,000.00
Fund: 122 - Capital X Funds FY24 Commercial District Trans						
340 - MISCELLANEOUS	15,000.00	15,000.00	3,572.73	27,679.81	27,679.81	-12,679.81
900 - CAPITAL OUTLAY	1,015,000.00	1,015,000.00	0.00	0.00	0.00	1,015,000.00
Fund: 122 - Capital X Funds FY24 Commercial District Trans Surplus	-1,000,000.00	-1,000,000.00	3,572.73	27,679.81	27,679.81	-1,027,679.81
Fund: 149 - Grant-Tidelands FY24 Trail/ Marine Ed Planning						
250 - STATE REVENUE/GRANTS	80,000.00	80,000.00	0.00	23,551.75	23,551.75	56,448.25
600 - PROFESSIONAL SERVICES	0.00	77,870.50	11,891.50	35,443.25	77,870.50	0.00
Fund: 149 - Grant-Tidelands FY24 Trail/ Marine Ed Planning Surplu	80,000.00	2,129.50	-11,891.50	-11,891.50	-54,318.75	56,448.25
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2						
250 - STATE REVENUE/GRANTS	490,000.00	490,000.00	0.00	0.00	0.00	490,000.00
600 - PROFESSIONAL SERVICES	0.00	0.00	3,593.09	27,895.78	0.00	0.00
900 - CAPITAL OUTLAY	392,000.00	392,000.00	0.00	0.00	0.00	392,000.00
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2 Surpl	98,000.00	98,000.00	-3,593.09	-27,895.78	0.00	98,000.00
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects						
250 - STATE REVENUE/GRANTS	1,000,000.00	1,000,000.00	42,670.50	808,604.47	808,604.47	191,395.53
600 - PROFESSIONAL SERVICES	0.00	95,174.25	0.00	95,174.25	95,174.25	0.00
900 - CAPITAL OUTLAY	0.00	582,490.12	0.00	582,490.12	582,490.12	0.00
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects Surplus (D	1,000,000.00	322,335.63	42,670.50	130,940.10	130,940.10	191,395.53
Fund: 164 - Grant - GCRF MDA FY23 Commercial District						
250 - STATE REVENUE/GRANTS	1,479,245.63	1,479,245.63	0.00	273,438.66	273,438.66	1,205,806.97
600 - PROFFESIONAL SERVICES	0.00	56,090.00	0.00	30,810.00	56,090.00	0.00
680 - OTHER OUTSIDE SERVICES	0.00	2,236.00	0.00	0.00	0.00	2,236.00
900 - CAPITAL OUTLAY	1,479,245.63	1,685,902.20	0.00	327,938.66	327,938.66	1,357,963.54
Fund: 164 - Grant - GCRF MDA FY23 Commercial District Surplus (D	0.00	-264,982.57	0.00	-85,310.00	-110,590.00	-154,392.57
Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola						
250 - STATE REVENUE/GRANTS	1,800,000.00	1,800,000.00	134,085.01	521,138.25	521,138.25	1,278,861.75
600 - PROFESSIONAL SERVICES	0.00	60,500.00	4,112.50	8,629.59	60,500.00	0.00
900 - CAPITAL OUTLAY	0.00	373,631.49	0.00	393,058.43	316,626.71	57,004.78
Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola Surplus (	1,800,000.00	1,365,868.51	129,972.51	119,450.23	144,011.54	1,221,856.97
Fund: 166 - Grant -RESTORE-MDEQ Jourdan River Boardwalk						
250 - STATE REVENUE/GRANTS	1,775,000.00	1,775,000.00	10,138.00	45,431.00	45,431.00	1,729,569.00
600 - PROFFESIONAL SERVICES	0.00	196,155.25	9,020.50	39,543.00	195,680.25	475.00
610 - GENERAL SERVICES	200.00	200.00	0.00	0.00	0.00	200.00
900 - CAPITAL OUTLAY	1,774,800.00	1,774,800.00	0.00	0.00	1,266,140.00	508,660.00
Fund: 166 - Grant -RESTORE-MDEQ Jourdan River Boardwalk Surpl	0.00	-196,155.25	1,117.50	5,888.00	-1,416,389.25	1,220,234.00
Fund: 168 - Grant-MS Outdoor MOST FY23- Noma Nature Trail						
250 - STATE REVENUE/GRANTS	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00
900 - CAPITAL OUTLAY	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00
Fund: 168 - Grant-MS Outdoor MOST FY23- Noma Nature Trail Sur	0.00	0.00	0.00	0.00	0.00	0.00
Fund: 190 - ARPA-American Rescue & Recovery Act						
340 - MISCELLANEOUS	0.00	0.00	808.21	6,473.26	6,473.26	-6,473.26
Fund: 190 - ARPA-American Rescue & Recovery Act Total:	0.00	0.00	808.21	6,473.26	6,473.26	-6,473.26

Income Statement

For Fiscal: 2025-2026 Period Ending 6/30/2026

SubCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 191 - Hancock County Match Bank Stabilization						
270 - LOCAL GOVERNMENT REVENUE/GRANTS	1,812,500.00	1,812,500.00	0.00	0.00	0.00	1,812,500.00
600 - PROFESSIONAL SERVICES	0.00	210,000.00	40,250.00	102,250.00	210,000.00	0.00
900 - CAPITAL OUTLAY	1,812,500.00	1,812,500.00	0.00	0.00	0.00	1,812,500.00
Fund: 191 - Hancock County Match Bank Stabilization Surplus (De	0.00	-210,000.00	-40,250.00	-102,250.00	-210,000.00	0.00
Fund: 302 - FY22 BOND ISSUE						
340 - MISCELLANEOUS	125.00	125.00	0.00	1,590.30	1,590.30	-1,465.30
600 - PROFESSIONAL SERVICES	85,000.00	131,728.62	31,000.00	126,245.00	142,000.00	-10,271.38
900 - CAPITAL OUTLAY	0.00	52,825.20	10,708.44	10,708.44	10,708.44	42,116.76
Fund: 302 - FY22 BOND ISSUE Surplus (Deficit):	-84,875.00	-184,428.82	-41,708.44	-135,363.14	-151,118.14	-33,310.68
Fund: 401 - SOLID WASTE FUND						
295 - SUBCATEGORY 295	903,000.00	903,000.00	117,156.39	598,096.79	598,096.79	304,903.21
340 - MISCELLANEOUS	10,000.00	10,000.00	864.47	5,904.06	5,904.06	4,095.94
680 - OTHER OUTSIDE SERVICES	893,663.28	893,663.28	72,902.19	503,625.72	503,625.72	390,037.56
Fund: 401 - SOLID WASTE FUND Surplus (Deficit):	19,336.72	19,336.72	45,118.67	100,375.13	100,375.13	-81,038.41
Total Surplus (Deficit):	5,927,240.76	21,542.50	-27,613.87	1,377,509.01	-5,568,146.11	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-640,812.96	-1,164,365.97	-162,521.29	1,095,874.48	321,609.86	-1,485,975.83
004 - CONTINGENCY FUND	0.00	0.00	7,365.12	57,061.54	57,061.54	-57,061.54
104 - MS Infrastructure Mod	-244,408.00	-244,408.00	1,725.21	249,568.20	-46,228.80	-198,179.20
115 - Grant- Tideland FY20	0.00	-8,049.25	0.00	0.00	-952,741.09	944,691.84
118 - Grant-GRPC/MDOT We	-200,000.00	-334,400.00	0.00	-50,400.00	-134,400.00	-200,000.00
119 - Grant-HUD-Community	0.00	0.00	0.00	0.00	0.00	0.00
120 - Capital X Funds FY24 P	0.00	-1,518.00	0.00	-2,691.32	-2,691.32	1,173.32
121 - Grant - RESTORE-DEQ C	5,100,000.00	1,822,180.00	0.00	0.00	-3,277,820.00	5,100,000.00
122 - Capital X Funds FY24 C	-1,000,000.00	-1,000,000.00	3,572.73	27,679.81	27,679.81	-1,027,679.81
149 - Grant-Tideland FY24 T	80,000.00	2,129.50	-11,891.50	-11,891.50	-54,318.75	56,448.25
157 - Grant- GRPC - East Aloh	98,000.00	98,000.00	-3,593.09	-27,895.78	0.00	98,000.00
162 - Grant-GOMESA FY22 -C	1,000,000.00	322,335.63	42,670.50	130,940.10	130,940.10	191,395.53
164 - Grant - GCRF MDA FY2	0.00	-264,982.57	0.00	-85,310.00	-110,590.00	-154,392.57
165 - Grant-GOMESA FY23-K	1,800,000.00	1,365,868.51	129,972.51	119,450.23	144,011.54	1,221,856.97
166 - Grant -RESTORE-MDEQ	0.00	-196,155.25	1,117.50	5,888.00	-1,416,389.25	1,220,234.00
168 - Grant-MS Outdoor MO	0.00	0.00	0.00	0.00	0.00	0.00
190 - ARPA-American Rescue	0.00	0.00	808.21	6,473.26	6,473.26	-6,473.26
191 - Hancock County Match	0.00	-210,000.00	-40,250.00	-102,250.00	-210,000.00	0.00
302 - FY22 BOND ISSUE	-84,875.00	-184,428.82	-41,708.44	-135,363.14	-151,118.14	-33,310.68
401 - SOLID WASTE FUND	19,336.72	19,336.72	45,118.67	100,375.13	100,375.13	-81,038.41
Total Surplus (Deficit):	5,927,240.76	21,542.50	-27,613.87	1,377,509.01	-5,568,146.11	