



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

**AGENDA**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, December 05, 2023**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

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**Call to Order.**

Invocation  
Pledge of Allegiance  
Roll Call  
Confirm or Adjust Agenda Order

**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held December 19, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed December 25 & 26, 2023 in observance of the Christmas Holiday.
- c. Town Green Christmas Festival Saturday, December 9, 2023. Parade 4 - 5 p.m. Festival 5 - 8 p.m.
- d. Proclamation - National Caregiver's Month
- e. Angie Kothmann - Pearl River Community College - CTAP Funds

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

**Policy Agenda.**

**Minutes:**

1. Motion to approve the November 21, 2023 Regular Meeting Minutes.

**Tabled:**

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
- 3. 2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The purpose of the zoning change is for condominium development. **(Tabled until December 19, 2023 per request of applicant)**

4. **2023-395:** Motion to accept the Audited Financial Statement for Fiscal Year ended September 30, 2022.
5. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

**Resolutions:**

6. **2023-410:** Motion to adopt Resolution 2023-048 for Governor's Re-appointment of Michael Casano to serve as Hancock County Port & Harbor Commissioner.
7. **2023-420:** Motion to adopt Resolution 2023-049 thereby authorizing and declaring the necessity to authorize Police Unit #055 remain an unmarked vehicle free of marking, lettering and striping and for other related purposes.
8. **2023-421:** Motion to adopt Resolution 2023-051 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6. The parcel number is 131B-0-01-155.000. The physical street address is 688 Auahi Place.
9. **2023-417: PUBLIC HEARING** - Motion to adopt Resolution 2023-050 to adjudicate that the uninhabited home located at 87001 Beau View Court (parcel #067K-2-36-227.000) is a menace to the public health, safety and general welfare of the community. Authorization to advertise for bids and/or obtain quotes to perform the necessary services to remove any trash and debris from the property and to cut grass and assess the costs to said property and for other related purposes. Property owner is L & F Homes and Development, LLC registered agent Larry Mitrenga.

**Consent Agenda:**

10. **2023-411:** Motion to enter into Grant Agreement NO. B22-CP-MS-0524 with the Department of Housing and Urban Development and approve statement of assurances.
11. **2023-412:** Motion to accept the Memorandum of Agreement with Pearl River Community College for the County Tuition Assistance Program and authorize City Manager, Jon McCraw to execute same.
12. **2023-413:** Motion to accept substantial completion of the Makiki Drive Drainage Improvements Project as of November 21, 2023.
13. **2023-415:** Motion to approve Change Order No. 6 to the contract with Huey P. Stockstill, LLC in the net amount of \$258.42 for a total contract amount of \$730,233.42 for the Diamondhead Roadway Improvements Phase 4.
14. **2023-416:** Motion to approve Work Assignment under the Master Service Agreement with Chiniche Engineering & Surveying in the amount not to exceed \$100,000.00 for Tidlands Nature Trail Planning.
15. **2023-418:** Motion to authorize the transfer of accrued interest income into the General Fund as of September 30, 2023 from Contingency Operating Account in the amount of \$135,531.77, Payroll Clearing in the amount of \$87,172.85 and Accounts Payable Clearing in the amount of \$20,249.91.

- 16.** **2023-419** Motion to authorize the City Manager to enter into an agreement with Southern Mississippi Planning and Development District in amount not to exceed \$14,310.00 for a re-survey of the city roadways.

**Action Agenda.**

**Routine Agenda.**

**Claims Payable**

- 17.** Motion to approve Docket of Claims (DKT231273- DKT231299) in the amount of \$257,747.36.

**Department Reports**

- a.** October 2023 Financials

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

**Executive Session - If Necessary**

**Adjourn/Recess.**

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



**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, November 21, 2023**  
**6:00 PM CST**  
Council Chambers, City Hall

**Call to Order.**

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

Invocation - Councilmember Clark

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to adjust the agenda tabling the following action agenda item-

- 22. 2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

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

**MOTION CARRIED UNANIMOUSLY**

**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held December 5, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed November 23 & 24, 2023 in observance of the Thanksgiving Holiday.
- c. Town Green Christmas Festival Saturday, December 9, 2023. Parade 4 - 5 p.m. Festival 5 - 8 p.m.
- e. FY22 Financial Statement - Charlene Kurkow of Wright, Ward, Hatten & Guel, PLLC

Council Comments.

City Manager's Report.

### CITY MANAGER REPORT

November 21, 2023

1. Makiki Drive – The substantial completion for this project was issued today. The project was completed last week, and the road has been reopened. The contractor will be back on-site next week to complete the punch-list items.
2. Park Ten Road –The contract is for 270 Calendar Days with an end date of June 1<sup>st</sup>. Currently on schedule. The contractor is currently about 8.5% complete. They are continuing with installation of utilities. This includes the water, sewer, and electrical conduit.
3. Noma Drive Restoration –The contract is for 150 Calendar Days with an end date of February 7<sup>th</sup>. Currently on schedule. The contractor is currently about 28% complete. Due to the weather, the asphalt scheduling has been delayed.
4. Phase 4 paving – All work has been completed and final closeout documents will be provided to the council.
5. Bond Paving Diamondhead Drive – The contract is for 150 Calendar Days with an end date of March 6<sup>th</sup>. Contractor is about 55% complete with the entire project. Striping will begin ten days after the paving is complete to allow for it to cure. They will finish the crossovers and roundabouts in the next few weeks.
6. Kaleki Way – Project is still with the engineer to complete design. The design is currently 90% complete.
7. Bayou Drive – Project is still with the engineer to complete design. The 60% design drawing has been returned to the engineer.
8. Montjoy Creek – **No change on this project.** Will be meeting with the engineer next week to get an update. Engineer is working on the legal description for the 15-foot easement so a deed can be created. Final design is being completed.
9. Noma Drive Walking Trail – **No change on this project.** The city has applied for additional funding for this project with the MS Outdoor Stewardship Grant. This project will create a walking path from Noma Drive to Montjoy Creek.
10. Canal Dredging – **No change on this project.** The city has received the permit from USACE to allow for the canal dredging on the south side. The required workplan was generated by Covington Civil and submitted to MDEQ for their review in late August. MDEQ will in turn submit it to the RESTORE Council for final approval.

11. ARPA/GOMESA Projects – The following projects have been assigned to an engineering firm and are currently in the design phase.

- |  |   |
|--|---|
| a. Coon Branch – Chiniche              | b. Koloa Steet @ Ala Moana – Chiniche   |
| c. Lots 7 & 8 – Chiniche               | d. Kolo Court – Covington               |
| e. Turnberry – Covington               | f. Ahuli Place – Covington              |
| g. Kome Drive – Covington              | h. Kalae Street – Covington             |
| i. Hilo Way – West – MP Design         | j. Hilo Way to Hapuna Place – MP Design |
| k. Hilo Way at Koko Street – MP Design | l. Aukai Place/DH Dr East – MP Design   |
| m. DH Drive East/Kalani – Covington    | n. Veterans/Substation – Covington      |
| o. Fairway Drive – Covington           | p. Anahola Place – Covington            |

Public Comments on Agenda Items - None

**Policy Agenda.**

**Minutes:**

1. Motion to approve the November 7, 2023 Regular Meeting Minutes.  
 Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to approve the November 7, 2023 Regular Meeting Minutes.  
 Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Tabled:**

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)  
**NO ACTION TAKEN**
  
3. **2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The purpose of the zoning change is for condominium development. **(Tabled until December 19, 2023 per request of applicant)**  
**NO ACTION TAKEN**

**Resolutions:**

- 4. **2023-394:** Motion to adopt Resolution 2023-047 to declare the closure of all City of Diamondhead offices on November 23 and 24, 2023 for the Thanksgiving Holiday, December 25 and 26, 2023 for the Christmas Holiday and January 1, 2024 for the New Year's Holiday.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to adopt Resolution 2023-047 to declare the closure of all City of Diamondhead offices on November 23 and 24, 2023 for the Thanksgiving Holiday, December 25 and 26, 2023 for the Christmas Holiday and January 1, 2024 for the New Year's Holiday.

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

**MOTION CARRIED UNANIMOUSLY**

**Consent Agenda:**

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to approve the following consent items:

- 5. **2023-391:** Motion to approve payments to Pickering in the amount of \$757.50 for Ahuli Drainage Improvements.
- 6. **2023-292:** Motion to approve Pay Application 2 in the amount of \$178,400.27 to Moran Hauling Inc for Noma Drive Improvements.
- 7. **2023-393:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$14,069.33 for the Commercial District Transformation Project, in the amount of \$7,100.00 for the Kome Drive and Fairway Drive Drainage Project, in the amount of \$12,000.00 for Bank Stabilization Project, in the amount of \$11,500.00 for Bayou Drive Drainage Project, in the amount of \$8,800.00 for Turnberry Drainage Project and in the amount of \$3,500.00 for Standard Specifications and Drawings.
- 8. **2023-396:** Motion to approve payments in the amount of \$579.50 to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements, in the amount of \$1,122.50 for Roadway Improvements Phase 4 and in the amount of \$13,275.00 for the Bond Paving Project.
- 9. **2023-397:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$5,652.50 for Golf Course Pond Remediation, and in the amount of \$11,826.25 for Coon Branch Drainage Project.
- 10. **2023-398:** Motion to approve the disposal of 1 Samsung Galaxy Phone (FA#733) and 10 Rocket IoT-Body Camera Components (FA#s 475 - 484).
- 11. **2023-399:** Motion to accept and award the low quote received from Mandal Chrysler Dodge Jeep Ram in the amount of \$43,180.00 for the purchase of a 2023 Dodge Durango Sport Utility vehicle for the police department and to purchase lighting and siren PA system components for in-house up-fitting in the amount of \$234.96 for a total purchase of \$43,414.96.
- 12. **2023-400:** Motion to approve Pay Application 2 in the amount of \$116,715.88 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
- 13. **2023-403:** Authorize travel and related expenses for City Manager and Councilmembers(s) TBD to travel and attend the MML 2024 Mid-Winter Legislative Conference to be held January 9-11, 2023 in Jackson.

- 14. **2023-404:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$20,000.00 for On-Call Survey Services FY2024 as needed.
- 15. **2023.405:** Motion to approve amendment to Work Assignment with Covington Civil and Environmental, LLC in the amount of \$9,000.00 for a total engineering cost of \$32,000.00 for the Makiki Drive Project Support.
- 16. **2023-406:** Motion to approve Preliminary Engineering Service Contract with Covington Civil and Environmental LLC, in an amount not to exceed \$76,038.29 for the East Aloha Drive Phase II Sidewalk Improvements.
- 17. **2023-407:** Motion to approve Pay Request 1 in the amount of \$1,739,598.91 to Warren Paving, Inc. for Diamondhead Bond Paving Project.
- 18. **2023-409:** Motion to approve Budget Adjustments (GLPTKT09495) for open and/or partially received purchase balances reallocating funds issued in FY23 budget to FY24 budget.

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

**MOTION CARRIED**

**Action Agenda.**

- 19. **2023-395:** Motion to accept the Audited Financial Statement for Fiscal Year ended September 23, 2022.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to table the motion to accept the Audited Financial Statement for Fiscal Year ended September 23, 2022.

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

**MOTION CARRIED UNANIMOUSLY**

- 20. **2023-401:** Motion to approve the re-subdivision of Diamondhead Phase 1 Amended, Unit 1, Block 7, Lots 18 and 19. The property owner is Michael Reso. The property addresses are 56118 and 56120 Diamondhead Drive East. The Tax Parcel numbers are 131C-1-13-052.000 and 131C-1-13-053.000.

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to approve the re-subdivision of Diamondhead Phase 1 Amended, Unit 1, Block 7, Lots 18 and 19. The property owner is Michael Reso. The property addresses are 56118 and 56120 Diamondhead Drive East. The Tax Parcel numbers are 131C-1-13-052.000 and 131C-1-13-053.000.

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

Voting Nay: Mayor Depreo

**MOTION CARRIED**



- 21. **2023-402:** Motion to approve the re-subdivision of Diamondhead Phase 2, Unit 1, Block 6, Lots 27 and 28. The property owner is William Derenbecker, Jr. The property addresses are 1438 and 1440 Hanakealoha Place. The Tax Parcel numbers are 132R-0-10-113.001 and 132R-0-10-114.001.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the re-subdivision of Diamondhead Phase 2, Unit 1, Block 6, Lots 27 and 28. The property owner is William Derenbecker, Jr. The property addresses are 1438 and 1440 Hanakealoha Place. The Tax Parcel numbers are 132R-0-10-113.001 and 132R-0-10-114.001.

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

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

- 23. Motion to approve Docket of Claims (DKT231237- DKT231272) in the amount of \$2,359,940.93

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve Docket of Claims (DKT231237- DKT231272) in the amount of \$2,359,940.93.

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

**MOTION CARRIED UNANIMOUSLY**

- 24. Motion to approve Docket of Claims DKT231227 - DKT231236 in the amount of \$46,531.08, PRCLAIM010177 in the amount of \$28,210.46, PRCLAIM010178 in the amount of \$28,927.33, PRCLAIM010179 in the amount of \$30,300.40 and PRCLAIM010180 in the amount of \$3,588.33.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve Docket of Claims DKT231227 - DKT231236 in the amount of \$46,531.08, PRCLAIM010177 in the amount of \$28,210.46, PRCLAIM010178 in the amount of \$28,927.33, PRCLAIM010179 in the amount of \$30,300.40 and PRCLAIM010180 in the amount of \$3,588.33.

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

**MOTION CARRIED UNANIMOUSLY**

**Department Reports**

- a. Motion to approve Department Reports
  - Building
  - Court
  - Police
  - Code Enforcement

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve Department Reports.

Building

Court

Police

Code Enforcement

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

**MOTION CARRIED UNANIMOUSLY**

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

Bill Atkinson - Paving, Diamondhead Drive Lighting, Traffic Safety, Police Reports

**Executive Session - If Necessary**

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to enter closed session to determine the need for executive session.

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

**MOTION CARRIED UNANIMOUSLY**

**After discussion, no motion was made to enter into executive session.**

**The Council returned to Council Chambers.**

**Adjourn/Recess.**

At 6:58 p.m. with no further action to come before the council, motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to adjourn.

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

**MOTION CARRIED UNANIMOUSLY**

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Nancy Depreo  
Mayor

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Jeannie Klein  
City Clerk

City of Diamondhead, MS  
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance  Resolution  Agreement  Info Only  Work Session  Other

AGENDA LOCATION:  Consent Agenda  Regular Agenda


AGENDA DATE REQUESTED

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

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

**REQUIRED SIGNATURE**

REQUESTED BY:



COUNCIL ACTION:

Approved  Denied  Tabled/Deferred  Info Only Completed:

Agenda Item #2023- 408

City of Diamondhead, MS  
Request for Council Action

TO: Members of Council  
FROM: Mayor Depreo

Ordinance  Resolution  Agreement  Info Only  Work Session  Other

AGENDA LOCATION:  Consent Agenda  Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

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

REQUIRED SIGNATURES

REQUESTED BY:   
City Manager:   
City Attorney:

COUNCIL ACTION:

Approved  Denied  Tabled/Deferred  Info Only Completed:

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD  
REQUESTING GOVERNOR TATE REEVES RE-APPOINTMENT OF MICHAEL CASANO TO  
SERVE AS HANCOCK COUNTY PORT & HARBOR COMMISSIONER.**

**WHEREAS**, pursuant to Mississippi Code §59-11-1 the Hancock County Board of Supervisors created a county port and harbor commission for Hancock County; and

**WHEREAS**, three (3) seats on the Hancock County Port & Harbor Commission are filled with qualified electors from each of the county’s municipalities with said appointments made by Governor of the State of Mississippi on recommendation of the governing authority for the respective municipality; and

**WHEREAS**, the Mayor and Council for the City of Diamondhead, after careful consideration, desire to nominate and recommend to Governor Reeves for his consideration the re-appointment of Michael Casano, a qualified elector of the City of Diamondhead, for appointment to the Hancock County Port & Harbor Commission;

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Council of the City of Diamondhead do hereby request Governor Reeves re-appointment of Michael Casano representing the City of Diamondhead to serve as Hancock County Port & Harbor Commissioner.

**SO BE IT RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

APPROVED \_\_\_\_\_  
Mayor Nancy Depreo

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

seal

A RESOLUTION OF THE CITY COUNCIL, THE GOVERNING BODY ("THE COUNCIL") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI AUTHORIZING THE USE OF A SPECIFIED, UNMARKED POLICE VEHICLE PURSUANT TO MISSISSIPPI CODE ANN. SEC. 25-1-87.

**WHEREAS,** The Council understands and acknowledges that all governmental vehicles must be marked and/or identified pursuant to State law; and

**WHEREAS,** the Council has determined that it is necessary for newly purchase Dodge Durango VIN#1C4RDHDG4PC672055 (Unit #055) to remain free of markings, lettering and striping in order that the vehicle may be used to conduct limited surveillance operations; transport witnesses and victims; and, other uses where identifying marks would hinder criminal investigations by the police; and

**WHEREAS,** the Council had by these presents determined that it would be in the public interest, safety and welfare that a newly purchase Dodge Durango, more specifically, VIN#1C4RDHDG4PC672055 (Unit #055) remain free of markings, lettering and striping; and

**WHEREAS,** to the best knowledge and belief of the Council, this action will comply with Miss. Code Ann. Sec. 25-1-87 and the Council will furnish the State Department of Audit with a certified copy of its Resolution for the use of the unmarked police car; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:**

The Diamondhead Police Captain is hereby authorized and directed to maintain Dodge Durango VIN#1C4RDHDG4PC672055 (Unit #055) in an unmarked state free of markings, lettering and striping and is hereby authorized to use said vehicle as a specified, unmarked police vehicle to conduct limited surveillance operations; transport witnesses and victims; and, for any other uses where identifying marks on a police unit would hinder criminal investigations by the Diamondhead Police.

**SO BE IT RESOLVED** this \_\_\_\_ day of December, 2023.

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

	Aye	Nay	Abstain
Councilmember Finely	_____	_____	_____
Councilmember Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

\_\_\_\_\_  
 Nancy Depreo, Mayor

Attest:

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

## Pat Rich

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**From:** Alan & Dawn Cason <casonacdc23@gmail.com>  
**Sent:** Monday, October 30, 2023 9:19 AM  
**To:** Pat Rich; Alan & Dawn Cason  
**Subject:** Alan Cason: Follow-Up 688 Auahi Place Diamondhead, MS  
**Attachments:** Surveys.pdf

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

Mr Pat

I hope all is well.

We are closing on the lots this Wednesday.

I am checking to see if I need to do anything in reference to the easement between Lots 7 & 8 and changing the east side adjacent to Lot 24 from a 10' easement to a 5' easement?

I am attaching the original survey that shows these easements and a revised survey that I shared with you based on our discussion.

You had asked that I do nothing until you checked on these easements.

Also, once we close on the Lots, I would like to have the underbrush cleared. This would help us see how we want to situate the house on the land and determine which trees we can keep. I know we can't remove any trees until a permit is granted but is there anything I need to do to clear the underbrush?

Feel free to call me if needed.

Thank You

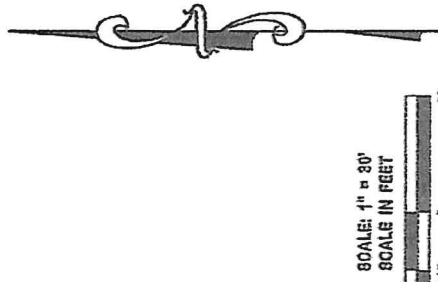
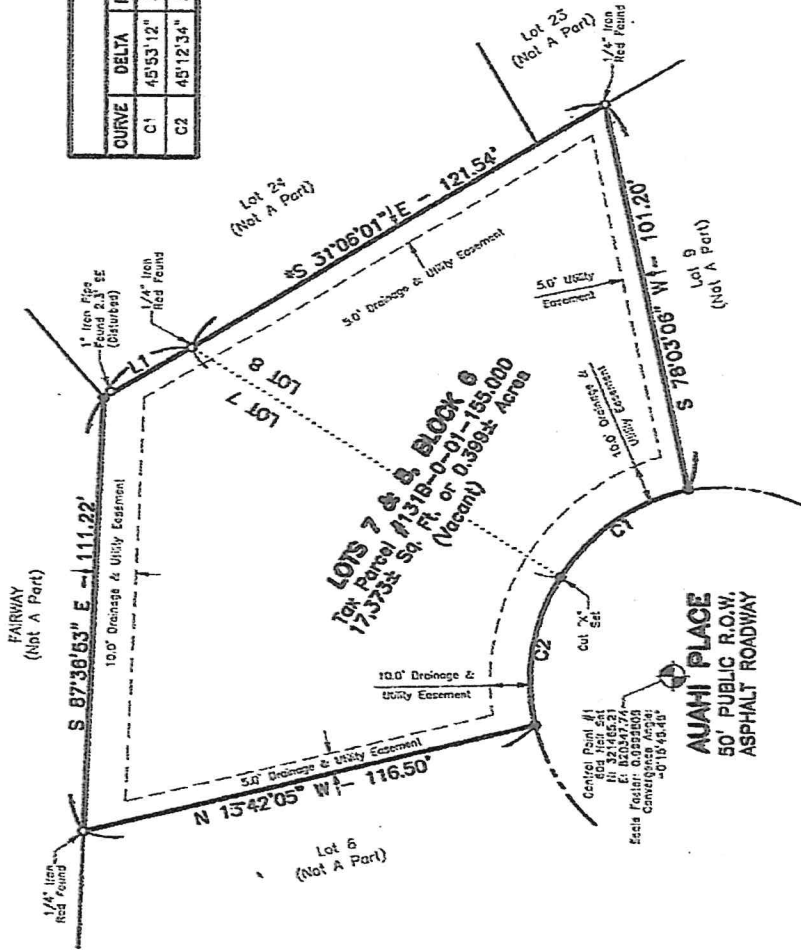
Alan & Dawn Cason  
985-290-4531

*(Revised) following old initial discn 5/5/2023  
Is this the survey we should use now?*

**PLAT SHOWING  
BOUNDARY SURVEY  
OF  
LOTS 7 & 8, BLOCK 6,  
DIAMONDHEAD,  
UNIT 5, PHASE 2  
CITY OF DIAMONDHEAD,  
HANCOCK COUNTY, MISSISSIPPI**

CURVE TABLE			
CURVE	DELTA	RADIUS	CHORD BEARING & DISTANCE
C1	45°53'12"	50.00'	N 35°06'15" W - 38.98'
C2	45°12'34"	50.00'	N 80°39'08" W - 35.44'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°02'44" E	25.29'



**LEGEND**  
FOUND PROPERTY MARKER (AS NOTED)  
○  
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) ●

**CASSADY-ACADIA**  
LAND SURVEYING, L.L.C.  
Lafayette • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)868-7166 Fax • (228)868-8408  
Email • Surveyor@Cassady-Acadia.com

FIELD WORK COMPLETED ON: September 19, 2023  
CALS FILE: 23-02-402.dwg FIELD BOOK: 22, PG. 9

Item No.8.

**REFERENCE MAPS:**  
A) Official plat of DIAMONDHEAD, UNIT 6, PHASE 2 as recorded in the Office of the Chancery Clerk of Hancock County, Mississippi.  
B) Survey of Lot 6, Block 6, DIAMONDHEAD, UNIT 6, PHASE 2 prepared by Sidney F. Fournel, Jr. on December 10, 2002.  
C) Survey of Lot 12, Block 6, DIAMONDHEAD, UNIT 6, PHASE 2 prepared by Sidney F. Fournel, Jr. on April 24, 2001.  
D) Survey of Lot 10, Block 6, DIAMONDHEAD, UNIT 6, PHASE 2 prepared by Sidney F. Fournel, Jr. on March 30, 2009.

**REFERENCE BEARINGS:**  
The bearings shown herein are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GRS 6800-RTM System accessed on September 18, 2023. (\*) Represents the State of Bearings. Distances shown are U.S. Survey feet.

**FEMA FLOOD ZONE AND HAZARDS:**  
This lot is located in Flood Zone "X" Area of/par FEMA Map Community Panel Number 200450263D for Hancock County, Mississippi dated October 16, 2009. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

**NOTES:**  
1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, covenants, right-of-way or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable covenants and restrictions are shown herein. The surveyor has made no title search or public record search in compiling the data for this survey.  
2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

**CERTIFICATION:**  
This is to certify to ALAN GASON & DAWN GASON that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that I, as a duly licensed Professional Engineer and Surveyor, am in good standing with the Board of Licensure for Professional Engineers and Surveyors and that I have no visible encroachments across any property lines except as indicated in the above standard plat. I certify that I have no visible encroachments across any property lines except as indicated in the above standard plat.

Wayne M. Vee, Jr., P.S.  
Reg. No. 225771  
This survey plat is not valid without the release of the Registered Land Surveyor's signature of the Registered Land Surveyor.



**PLAT SHOWING  
BOUNDARY SURVEY  
OF  
LOTS 7 & 8, BLOCK 6,  
DIAMONDHEAD, 2  
UNIT 5, PHASE 2  
CITY OF DIAMONDHEAD,  
HANCOCK COUNTY, MISSISSIPPI**

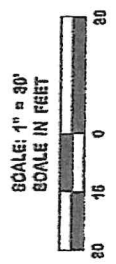
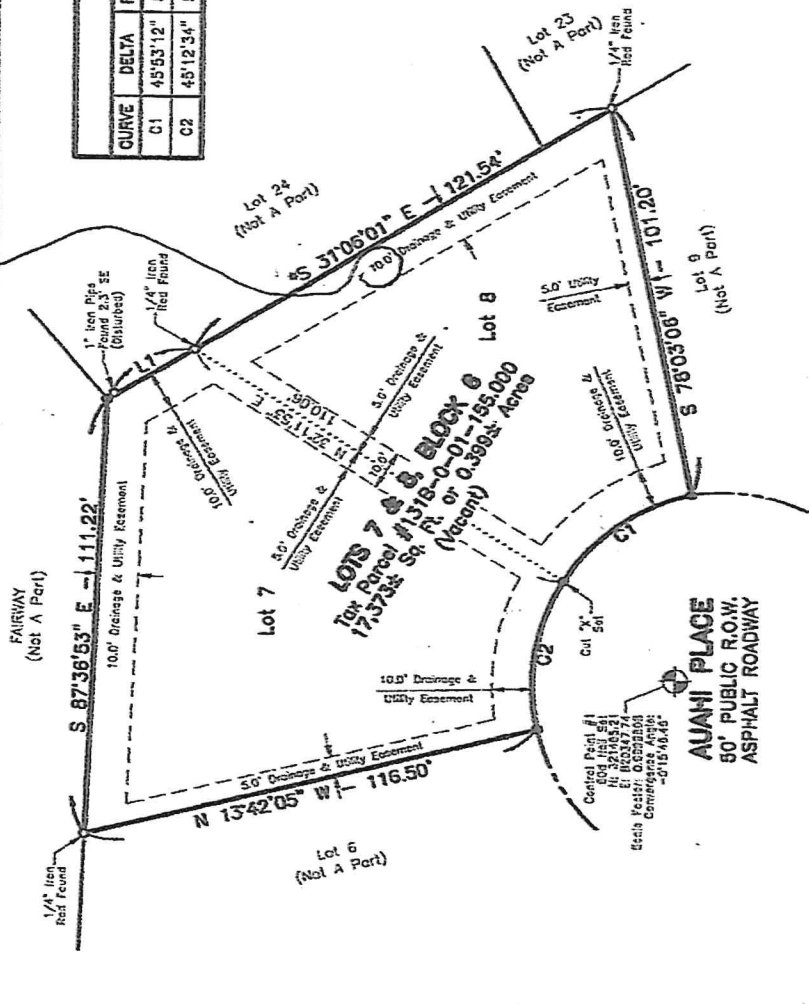
*Original See survey with easement between lots 7 & 8 and a 10' easement on side*

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C1	45°53'12"	50.00'	40.04'	N 35°08'15" W - 38.95'
C2	45°12'34"	50.00'	39.45'	N 80°39'08" W - 38.44'

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S 31°02'44" E	25.29'



**LEGEND**

- FOUND PROPERTY MARKER (AS NOTED)
- SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)

**CASSADY-ACADIA**  
LAND SURVEYING, LLC  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)898-7166 Fax • (228)898-8405  
Email • Survey@Cassady-Acadia.com

FIELD WORK COMPLETED ON: September 16, 2023  
CAL\$ FILE: 23-02-402.dwg FIELD BOOK: 22, PG. 8

**REFERENCE MAPS:**

- Official plat of DIAMONDHEAD, UNIT 5, PHASE 2 as recorded in the Office of the Chancery Clerk of Hancock County, Mississippi.
- Survey of Lot 6, Block 6, DIAMONDHEAD, UNIT 5, PHASE 2 prepared by Sidney F. Fournet, Jr. on December 10, 2002.
- Survey of Lot 12, Block 6, DIAMONDHEAD, UNIT 5, PHASE 2 prepared by Sidney F. Fournet, Jr. on April 24, 2001.
- Survey of Lot 10, Block 6, DIAMONDHEAD, UNIT 5, PHASE 2 prepared by Sidney F. Fournet, Jr. on March 30, 2008.

**REFERENCE BEARINGS:**  
The bearings shown herein are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GG3G-RTN System measured on September 16, 2023. (\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

**FEMA FLOOD ZONE AND HAZARDS:**  
This lot is located in Flood Zone "X" Area of per FEMA Map Community Panel Number 28045C0263D for Hancock County, Mississippi dated October 10, 2009. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

**NOTES:**

- No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, easements, encumbrances, ditches, right-of-way or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable encumbrances and restrictions are shown herein. The surveyor has made no title search or public record search in compiling this data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

**CERTIFICATION:**  
This is to certify to ALAN GASON & DANIEL GASON that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Land Surveying Professional Engineers and Surveyors and that the standards of Professional Engineers and Surveyors are in accordance with the standards indicated in the above standards. I hereby certify that there are no visible encroachments across any property lines except as shown on this plat.

Wayno M. Vico, Jr., FS,  
1523774  
This survey plat is not valid without the retained signature of this Registered Land Surveyor.

DIAMONDHEAD WATER & SEWER DISTRICT

REQUEST FOR AN ABANDONMENT OF EASEMENT

DATE: 11-13-2023

PROPERTY OWNER OR OWNERS: ALAN + DAWN CASON

PHONE NUMBER: 985-290-4531

EMAIL ADDRESS: CASONACDC23@gmail.com

DESIRE TO HAVE UTILITY EASEMENT ABANDONED BETWEEN:

PROPERTY DESCRIPTION: PHASE 2 UNIT 5 BLOCK 6 LOT 7+8

PHASE UNIT BLOCK LOT

PHASE UNIT BLOCK LOT

PROPERTY ADDRESS: 688 Quahi Place

CUSTOMER SIGNATURE: Alan Cason

OFFICE USE ONLY:

DATE APPROVED: 11/13/2023

APPROVED BY: [Signature]

ABANDONMENT FEE: \$50.00 [Signature] pd. 11/13/23

APPROVED BY BOARD: Motion 9.4

EMAILED COPY: (SIGN/DATE) Dana D. Bois 11/17/23

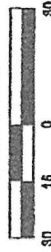
**PLAT SHOWING  
BOUNDARY SURVEY  
OF  
LOTS 7 & 8, BLOCK 6,  
DIAMONDHEAD, PHASE 2  
CITY OF DIAMONDHEAD,  
HANCOCK COUNTY, MISSISSIPPI**

CURVE TABLE			
CURVE	DELTA	RADIUS	CHORD BEARING & DISTANCE
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C2	45°12'34"	50.00'	N 80°39'08" W - 38.44'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°02'44" E	25.29'



SCALE: 1" = 30'  
SCALE IN FEET



**LEGEND**

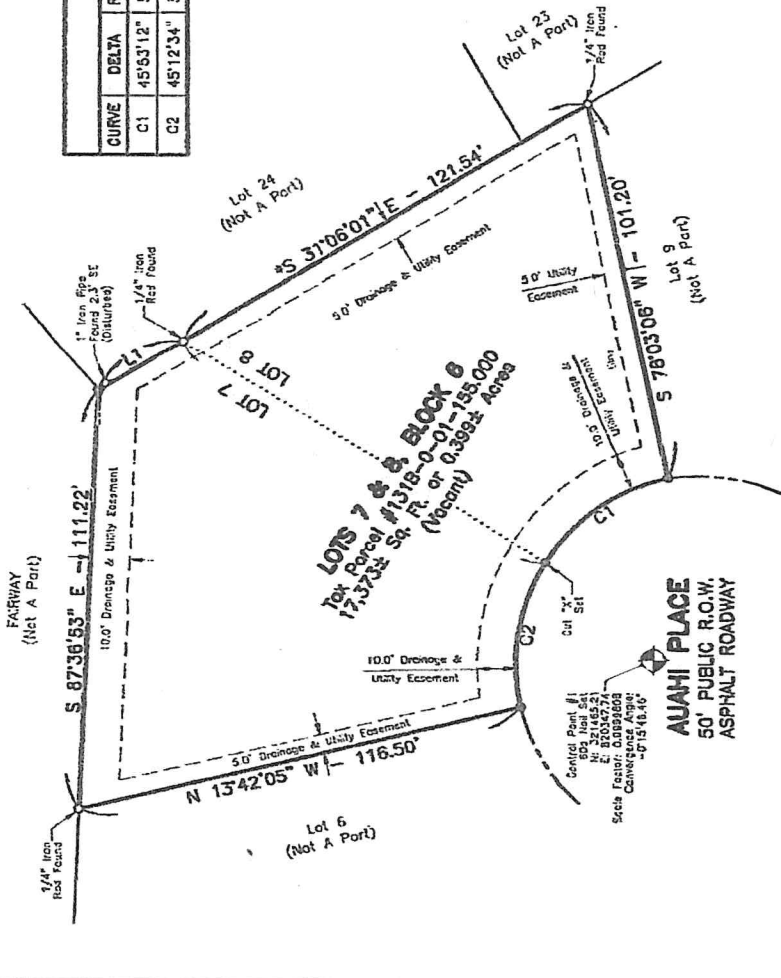
- FOUND PROPERTY MARKER (AS NOTED)
- SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)



**CASSADY-ACADIA**  
LAND SURVEYING, LLC  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 38601  
Phone • (228)898-7155 Fax • (228)898-8405  
Email • Survey@Cassady-Acadia.com

FIELD WORK COMPLETED ON: September 18, 2023

CALS FILE: 23-C2-402.dwg FIELD BDSJK: 22, Pg. 9



**REFERENCE MAPS:**  
A) Official plat of DIAMONDHEAD, UNIT 5, PHASE 2 as recorded in the Office of the Chancery Clerk of Hancock County, Mississippi.  
B) Survey of Lot 8, Block 6, DIAMONDHEAD, UNIT 5, PHASE 2 prepared by Sidney F. Fournet, Jr. on December 10, 2002.  
C) Survey of Lot 12, Block 6, DIAMONDHEAD, UNIT 5, PHASE 2 prepared by Sidney F. Fournet, Jr. on April 24, 2001.  
D) Survey of Lot 10, Block 8, DIAMONDHEAD, UNIT 5, PHASE 2 prepared by Sidney F. Fournet, Jr. on March 30, 2006.

**REFERENCE BEARINGS:**  
The bearings shown herein are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGG-RTN System accessed on September 16, 2023. (\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

**FEMA FLOOD ZONE AND HAZARDS:**  
This lot is located in Flood Zone "X" Area of/per FEMA Map Community Panel Number 28045C0263D for Hancock County, Mississippi dated October 16, 2006. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

**NOTES:**  
1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, assessments, covenants, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown herein. The surveyor has made no title search or public record search in compiling the data for this survey.  
2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, at which time it does not constitute a guarantee nor a warranty, expressed or implied.

**CERTIFICATION:**  
This is to certify to ALAN GASON & DAWN GASON that this survey was done by me or under my direct supervision and control, that this survey was done on the ground and that in accordance with the most recent Uniform Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Land Surveyors and Professional Engineers and Surveyors and that I am a duly licensed professional engineer and professional land surveyor in the State of Mississippi. I certify that the surveys indicated in the above statement were made by me or by a duly licensed surveyor under my direct supervision and control, and that no visible encroachments across any property lines except as shown on this plat were observed on the date of this survey.

Wayne H. Yeh, Jr., P.S.  
Surveyor No. 22525  
This survey plat is not void without the releasable signature and seal of the Registered Land Surveyor.

Prepared By:  
The Casano Law Firm, P.A.  
4403 West Aloha Drive  
Diamondhead, MS 39525  
228-255-0035  
File No.: 23-0731

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

Index As:

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

**Estate of William Wayne Stafford, Grantor**  
688 Auahi Place,  
Diamondhead, MS 39525  
Phone: 601-927-4857

Do hereby sell, convey, bargain and warrant to

**Alan Ray Cason and Dawn Marshall Cason, Grantees**  
223 Lans Down Drive  
Slidell, LA 70461  
Phone: 985-290-4531

As joint tenants with right of survivorship and not as tenants in common, the following described land and property situated in Hancock County, Mississippi to wit:

**Lots 7, 8 and 9, Block 6, Unit 5, Phase 2, DIAMONDHEAD, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi, together with all buildings and improvements situated thereon.**

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 Grantees herein.

WITNESS MY SIGNATURE, this the 1st day of November, 2023.

Estate of William Wayne Stafford

BY: *Patsy Ainsworth*  
Patsy Ainsworth, Guardian and Conservator

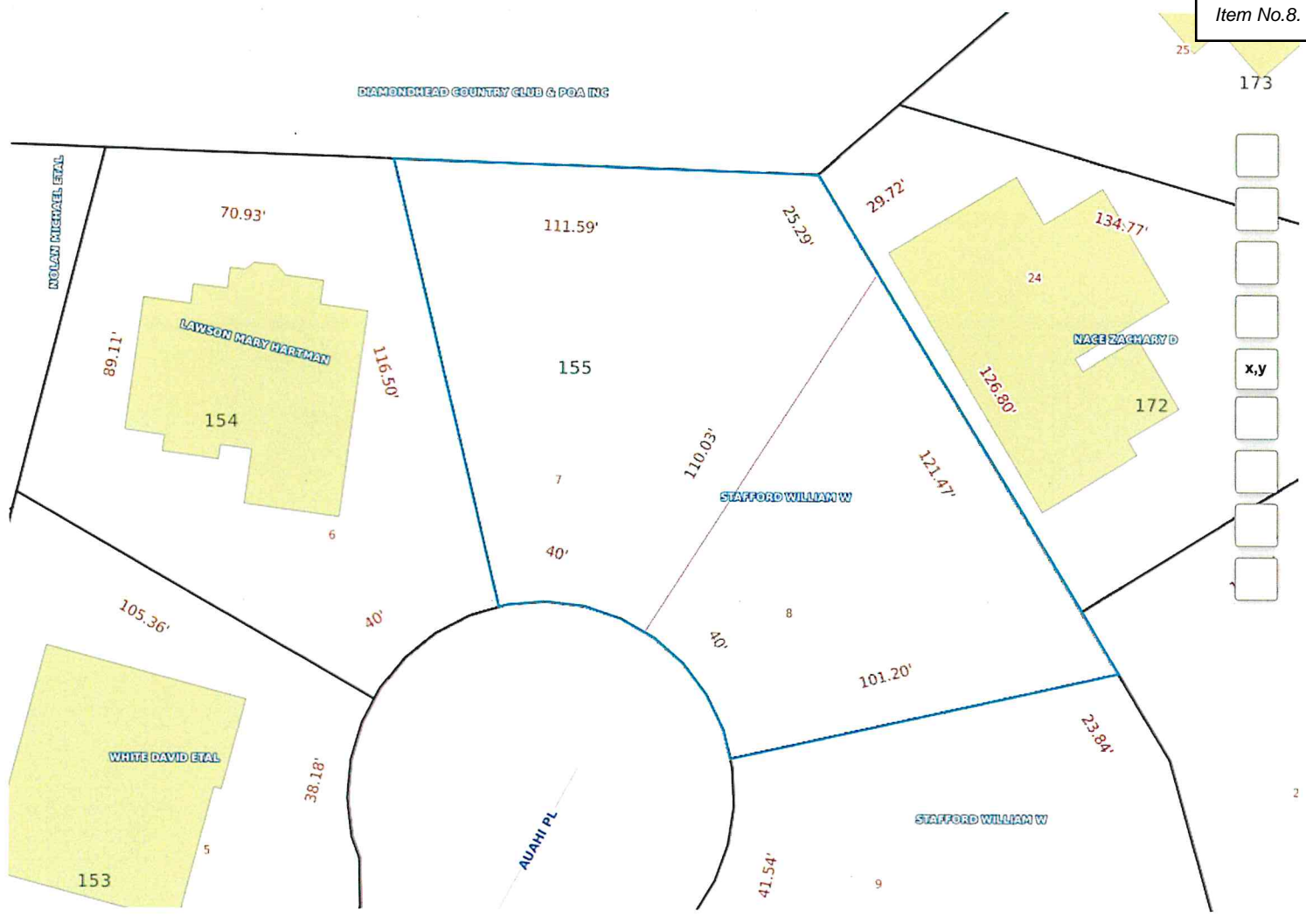
STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 1st of November, 2023, Patsy Ainsworth, Guardian and Conservator of Estate of William Wayne Stafford, who acknowledged that they/he/she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.



*Chloe Sciple*  
Notary Public  
My Commission Expires: 6-14-24

DIAMONDHEAD COUNTRY CLUB & POA INC

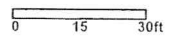


2

**131B-0-01-155.000**

Parcel Number: 131B-0-01-155.000  
 Owner Name: STAFFORD WILLIAM W  
 Owner Address: 286 KING RD  
 Owner City, State ZIP: HATTIESBURG, MS 39402  
 Physical Address: 688 AUAHI PL  
 Improvement Type:  
 Year Built: 0  
 Base Area: 0  
 Adjusted Area: 0  
 Actual Total Value: 55000  
 Taxable Total Value: 0  
 Estimated Tax: 1028.69  
 Homestead Exemption: No  
 Deed Book: 2008  
 Deed Page: 15661  
 Legal Description 1: 7 & 8 BLK 6  
 DIAMONDHEAD PH 2 U  
 Legal Description 2: N 5  
 Legal Description 3:  
 Legal Description 4:

Close Export



Resolution 2023-051  
Agenda Item 2023-421

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5’ DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 7 AND 8, DIAMONDHEAD PHASE 2, UNIT 5, BLOCK 6, HANCOCK COUNTY LOCATED WITHIN THE CITY

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

1. The City currently has a 5’ drainage/utility easement on each side of the common property line between lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6.
2. Alan and Dawn Cason are the owners of lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6. The parcel number is 131B-0-01-155.000. The physical street address is 688 Auahi Place.
3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5’ drainage and utility easements on each side of the common property line between lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6.

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

4. SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6, described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer District and CEPA do not have any objections.

SECTION 2. It is agreed and understood that Alan and Dawn Cason will be responsible for the filing of all necessary documents with the Chancery Clerk of Hancock County, Mississippi.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ and the

Resolution 2023-051  
Agenda Item 2023-421

question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of all the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

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

(SEAL)



There came on for consideration at a meeting of the City Council of the City of Diamondhead, Mississippi, held on the 5th day of **December, 2023**, the following Resolution:

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PILES OF DEBRIS FROM LAND CLEARING IS A SERIOUS PROBLEM TO THE COMMUNITY AND WELARE OF THE CITIZENRY OF THE CITY AND AUTHORIZING ADVERTISEMENT FOR BIDS OR TO OBTAIN QUOTE(S) TO CLEAN PROPERTY AND CUT GRASS (PARCEL NUMBERS 067K-2-36-227.000) AND TO ASSESS THE COSTS TO THE SAID PROPERTY**

**WHEREAS**, the Mayor and City Council of the City of Diamondhead, Mississippi, (the "City"), pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, finds, determines, and adjudicates, based upon the investigation of the City's Building Department, that the uninhabited residence described below is such a menace to the public safety, and welfare of the citizenry of the City; and

**WHEREAS**, said uninhabited residence, as described herein, is within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi; and

**WHEREAS**, the overgrown grass, trash and debris scattered throughout investigated by the Building Department and recommended by the Building Official for adjudication as being unsightly, noxious, and to be a menace to the public health, safety and welfare of the citizenry of the City is identified as:

Property located at 87001 Beau View Court (Parcel Numbers 067K-2-36-227.000). The property is owned by 1 L & F Homes and Development, LLC, Registered Agent Larry Mitrenga.

**WHEREAS**, notice to the property owner was provided by the City pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, delivered by mail to L & F Homes and Development, LLC, Larry Mitrenga Post Office Box 4984, Biloxi, MS 39535, L & F Homes and Development, LLC, Larry Mitrenga 895 On the Green, Biloxi, MS 39535, notice posted at 87001 Beau Vue Court, Diamondhead, MS 39525. by City of Diamondhead Code Enforcement Officer, A. J. Gambino and notice posted on the bulletin board at City Hall, all within Diamondhead, Mississippi; and

**WHEREAS**, the Mayor and City Council of the City of Diamondhead further find, determine and adjudicate that advertisement for bids or obtaining quotes to clean and cut grass at the above referenced uninhabited residence should be made in the form and manner as provided by law; and

**WHEREAS**, the Mayor and City Council further find, determine, and adjudicate that the cost of clean up and grass cutting, shall not exceed the aggregate amount of \$20,000.00 per parcel per calendar year or the fair market value of the property subsequent to removal, whichever is more. Said amount including a penalty shall be assessed as a lien against said property as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, as other judgments are enrolled, and in the office of the Chancery Clerk of Hancock County, Mississippi; and

**WHEREAS**, the Mayor and City Council of the City of Diamondhead further find, determine, and grant authority to the Building Department or designee to re-enter the properties for a period of two (2) years without any further hearings if notice is posted on these properties and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the properties for resolution of the same type of violation.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL**

**OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1.** That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**SECTION 2.** That the property at 87001 Beau View Court, be and hereby is declared to be a menace to the public health, safety, and welfare of the citizenry of the City of Diamondhead.

**SECTION 3.** That the City Clerk be and hereby is authorized to advertise for bids for bid or obtain quote(s) to clean up and cut grass on the above described property and lying within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi.

**SECTION 4.** That the cost of clean up and grass cutting, including any penalty assessed, shall be a lien against said properties as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, and in the office of the Chancery Clerk of Hancock County, Mississippi.

**SECTION 5.** That the Mayor and City Council of the City of Diamondhead further find, determine, and hereby grant authority to the Building Department or any designee thereof to re-enter the property for a period of two (2) years without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the properties for resolution of the same type of violation.

Councilmember \_\_\_\_\_ moved for the adoption of the Resolution,

which was seconded by Councilmember \_\_\_\_\_.

Upon being put to a roll call vote, the following ballots were cast:

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

WHEREUPON the Mayor declared the Motion carried and the Resolution adopted, this the 5th day of December 2023.

ATTEST:

ADOPTED:

---

CITY CLERK

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MAYOR



5000 Diamondhead Circle  
Diamondhead, MS 39525-3260  
Phone: 228-222-4626 Fax: 228-222-4390  
www.diamondhead.ms.gov

August 3, 2022

L & F Homes and Development, LLC.  
Larry Mitrenga, Registered Agent  
895 On the Green  
Biloxi, MS 39525

87001 Beaux Vue Court  
Diamondhead, MS 39525  
Parcel Number: 067K-2-36-227.000

Violation(s):  
Care of Premises

Received From:  
R. Jones, CEO

Actions:  
-7/25/22, 1<sup>st</sup> Letter sent by P. Rich  
-8/3/22, drove area, observed violations, took pictures  
-8/3/22, 2<sup>nd</sup> Notice sent

10/23/23- follow-up of residence requested by Jon McCraw. Images captured showing extremely high grass and horrible lawn conditions

10/23/23- sent 1<sup>st</sup> letter

11/06/23-sent 2<sup>nd</sup> letter

11/20/23- sent letter of 21-19-11 notice

11/20/23-posted 21-19-11 notice on uninhabited residence



5000 Diamondhead Circle

Phone: 228.222.4626 Fax: 228222-4390

COPY

November 20, 2023

L & F Homes and Development, LLC.  
Larry Mitrenga  
PO Box 4984  
Biloxi, MS 39535

RE: Notice of Violation  
87001 Beau View Ct  
Diamondhead, MS 39525  
Parcel # 067K-2-36 -227.000

Dear Mr. Mirenga:

This letter will serve as your official notification that the premises and exterior property of the above referenced location has high grass and weeds that exceed 16” in height. In accordance with the International Property Maintenance Code, Section 302.4, “All premises and exterior property shall be maintained free from weeds and grass or plant growth in excess of 16”. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.”

Violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code (IPMC).

The violations are as follows: Overgrown property, IPMC Section 302.4;  
MS Statute Section 21-19-11

Based on the violations identified, the City requests that you take the following corrective actions:

- Cut and clean the property (mow the grass and trim the shrubbery);
- Remove all tree/shrub limbs to a proper disposal site.


The City is asking that you please take the above actions within the next FIFTEEN (15) days to prevent further action as set out in the paragraph below.

COPY

NOTICE OF HEARING

If you have not taken the above corrective actions within the 15 days provided, you are hereby given notice of and invited to attend a hearing before the Diamondhead City Council on December 5, 2023, at 6:00 PM in the City Council chambers at 5000 Diamondhead Circle, Diamondhead, MS 39525, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Diamondhead to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-222-4626, if you have any questions about this letter or if the requested corrective actions are taken within the FIFTEEN (15) days period in order to avoid our proceeding with a hearing on your property.

If you have any questions, please contact the Building Department at 228-222-4626. Thank you in advance for your attention to this matter.

Sincerely,  
  
AJ Gambino  
Code Enforcement

Cc: City Council  
City Manager, City Attorney



5000 Diamondhead Circle  
Diamondhead, MS 39525-3260  
Phone: 228-222-4626 Fax: 228-222-4390  
www.diamondhead.ms.gov

November 6th, 2023

2<sup>nd</sup> Notice

L & F Homes and Development, LLC.  
Larry Mitrenga, Registered Agent  
PO Box 4984  
Biloxi, MS 39525

**COPY**

RE: Notice of Violation  
87001 Beaux Vue Court  
Diamondhead, MS 39525  
Parcel Number: 067K-2-36-227.000

Dear L & F Homes and Development, LLC / Larry Mitrenga:

Recently, it was noticed that the premises and exterior property at the above referenced location has not been maintained in a manner that is compatible and harmonious with properties in the general area **((high grass and weeds that exceed 6" in height, concrete debris, tree limbs, wooden, plastic, paper, and metal trash & debris.))** It is in violation of the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.7 – Care of Premises and Property, "...the general site and/or premises shall be maintained in general with particular reference to insuring that appearance will be and remain compatible and harmonious with properties in the general area and will not be so at variance with other properties in the general area as to cause a substantial depreciation of such property values. Also, in accordance with the International Property Maintenance Code, Section 302.4, 2012 edition, adopted by Ordinance of the City of Diamondhead, "All premises and exterior property shall be maintained free from weeds and grass or plant growth in excess of 6". All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."



It is requested that you cut all grasses and weeds, remove and properly dispose of all concrete debris, tree limbs, wooden, plastic, paper, and metal trash & debris within 10 days from the date of this letter. **If you fail to comply a citation will be issued and you will be given a date to appear at the City's Municipal Court.** If the City's Municipal Court determines you are in violation of this ordinance, you could be found guilty of a misdemeanor and sentenced up to 90 days in jail and/or a \$1,000.00 fine per day for each violation. If you have any questions, please do not hesitate to contact me. Please contact this office once you have resolved the violation.

Please contact this office once you have resolved the violation or have concerns regarding this matter. Thank you in advance for your attention to this matter.

Sincerely,



AJ Gambino  
Code Enforcement Officer  
[codeenforcement@diamondhead.ms.gov](mailto:codeenforcement@diamondhead.ms.gov)  
228-222-4626 ext. 1798

**COPY**

Item No.9.









5000 Diamondhead Circle

Phone: 228.222.4626 Fax: 228222-4390

November 20, 2023

L & F Homes and Development, LLC.  
 Larry Mitrenga  
 895 On the Green  
 Biloxi, MS 39535

RE: Notice of Violation  
 87001 Beau View Ct  
 Diamondhead, MS 39525  
 Parcel # 067K-2-36 -227.000

Dear Mr. Mirenga:

This letter will serve as your official notification that the premises and exterior property of the above referenced location has high grass and weeds that exceed 16” in height. In accordance with the International Property Maintenance Code, Section 302.4, “All premises and exterior property shall be maintained free from weeds and grass or plant growth in excess of 16”. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.”

Violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code (IPMC).

The violations are as follows: Overgrown property, IPMC Section 302.4;  
 MS Statute Section 21-19-11

Based on the violations identified, the City requests that you take the following corrective actions:

- Cut and clean the property (mow the grass and trim the shrubbery);
- Remove all tree/shrub limbs to a proper disposal site.

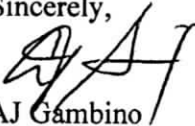
The City is asking that you please take the above actions within the next FIFTEEN (15) days to prevent further action as set out in the paragraph below.

**NOTICE OF HEARING**

If you have not taken the above corrective actions within the 15 days provided, you are hereby given notice of and invited to attend a hearing before the Diamondhead City Council on December 5, 2023, at 6:00 PM in the City Council chambers at 5000 Diamondhead Circle, Diamondhead, MS 39525, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Diamondhead to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-222-4626, if you have any questions about this letter or if the requested corrective actions are taken within the FIFTEEN (15) days period in order to avoid our proceeding with a hearing on your property.

If you have any questions, please contact the Building Department at 228-222-4626. Thank you in advance for your attention to this matter.

Sincerely,

  
AJ Gambino  
Code Enforcement

Cc: City Council  
City Manager, City Attorney

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524**

**Grantee Name:** City of Diamondhead, MS  
**Grantee Address:** 5000 Diamondhead Circle Diamondhead, MS 39525  
**Grantee's Unique Entity Identifier (UEI):**  
**Grantee's Employer Identification Number (EIN)**  
**Federal Award Identification Number (FAIN)** B-22-CP-MS-0524  
**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
 Community Project Funding, and Miscellaneous Grants  
**Period of Performance/Budget Period Start Date** Date of grant obligation  
**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Diamondhead, MS (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,000,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.



FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

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accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

FY 2022 COMMUNITY PROJECT FUNDING  
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the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

FY 2022 COMMUNITY PROJECT FUNDING  
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4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

\_\_\_\_\_

(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**HUD**

BY: \_\_\_\_\_  
Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)



**APPENDIX 1 – Project Narrative**

**APPENDIX 2 – Approved Budget**

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –****Award Term and Condition for Grantee Integrity and Performance Matters**

## Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### 4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524**APPENDIX 6 – Conflict of Interest Requirements**

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

FY 2022 COMMUNITY PROJECT FUNDING  
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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.



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**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-MS-0524

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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GRANT AGREEMENT NO. B-22-CP-MS-0524

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## MEMORANDUM OF UNDERSTANDING

This document constitutes a MEMORANDUM OF UNDERSTANDING (MOU) made and entered into with Pearl River Community College, herein referred to as PRCC, the City of Diamondhead and Southern Mississippi Planning and Development District, Inc., herein referred to as SMPDD.

The MOU promotes higher education opportunities at Pearl River Community College, for eligible participants who reside in the City of Diamondhead. The Fiscal Year 2024 allocation shall not exceed a total of \$5,000.00 which will be sent from the City of Diamondhead to SMPDD and then to PRCC to be used for specified economic development program, i.e. tuition assistance to eligible participants who reside in The City of Diamondhead, in accordance with authorizing statutes, including but not limited to Mississippi Code 17-19-1. See also Mississippi Attorney General's opinion 2011-00078. The City of Diamondhead can provide funds to the SMPDD through Miss. Code Section 19-9-111.

The PRCC County Tuition Assistance Program (CTAP) will provide tuition for four consecutive semesters of higher education at PRCC. Through the CTAP program, applicants may pursue any degree or certificate offered at PRCC. There will be no income requirements on the grant being offered. Non-tuition related expenses such as supplies, books, fees and room and board are not included in the tuition assistance program. SMPDD shall serve as a fiscal agent for the CTAP program, with no other programmatic or administrative duties.

High School Equivalency (HSE) certificate recipients that are residents of The City of Diamondhead are also eligible. These students must matriculate into the credit bearing classes during the semester immediately following the completion of the HSE certificate of the very next semester when the desired program is scheduled to begin. Proof of residency may be required. Participation in this program is contingent upon the availability of program funding. Award amounts are subject to change. The CTAP amount is a possible maximum of the current costs of tuition.

All students must complete the CTAP application prior to receiving any tuition assistance. All CTAP awards will be based on other aid received and are subject to CTAP program guidelines.

This Memorandum of Understanding shall be effective upon the signatures of all parties.

\_\_\_\_\_  
Adam Breerwood, President  
Pearl River Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leonard Bentz, Executive Director  
Southern Mississippi Planning and Development District, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon McCraw, City Manager  
City of Diamondhead

\_\_\_\_\_  
Date

2023-41



November 21, 2023

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

**Re: Punch List from Final Inspection  
Makiki Drive Drainage Improvements  
City of Diamondhead**

Dear Mr. McCraw,

Enclosed, for your review and approval, is the Certification of Substantial Completion for the Makiki Drive Drainage Improvements constructed by Bottom 2 Top Construction, LLC. Listed below are the punch list items noted during the Final Inspection performed on November 21, 2023.

The following were the individuals present during the Final Inspection.

City of Diamondhead	B2T Construction	Covington Civil & Environmental
Jon McCraw	Joseph Raffeo John Dellinger Randall Fox	Andrew Levens Ryan Ladner

1. Area behind downstream wingwall has eroded/settled on both the east and west sides. Add rock and slurry to stabilize.
2. Build-up shoulders with "610" limestone.
3. Clean out asphalt from riprap.
4. Add riprap or slurry to holes where lacking in coverage.
5. Remove sediment from wingwall aprons.



Respectfully,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

A handwritten signature in blue ink that reads "Andrew Levens".

Andrew Levens, P.E.  
*Engineering Manager*

Enclosures: Certificate of Substantial Completion

Cc: Joseph Raffeo [jraffeo@bottom2top.net](mailto:jraffeo@bottom2top.net)  
John Dellinger [john@bottom2top.net](mailto:john@bottom2top.net)

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Diamondhead	Owner's Project No.:	-
Engineer:	Covington Civil & Environmental, LLC	Engineer's Project No.:	16175
Contractor:	Bottom 2 Top Construction, LLC	Contractor's Project No.:	-
Project:	Makiki Drive Drainage Improvements		
Contract Name:	Makiki Drive Drainage Improvements		

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion: **November 21, 2023**

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

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

**See the attached punch list items.**

The following documents are attached to and made a part of this Certificate:

**Punch List from Final Inspection**

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

Engineer

By (signature):

Andrew N Levens

Name (printed):

ANDREW N LEVENS

Title:

ENGINEERING MANAGER



2023-415

## CHANGE ORDER

No. 006

DATE OF ISSUANCE: November 16, 2023

EFFECTIVE DATE \_\_\_\_\_

OWNER: City of Diamondhead

CONTRACTOR: Huey P. Stockstill, LLC

PROJECT: City of Diamondhead Roadway Improvements Ph.4

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

ENGINEER's Contract No. \_\_\_\_\_

ENGINEER: Digital Engineering

**You are directed to make the following changes in the Contract Documents:**

**Description:** Add 46 calendar days to the contract time.

**Reason for Change Order:** The contractor has been delayed by ongoing construction projects on Bayou Dr. and Haleiwa Pl.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 729,975.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>5</u> : \$ 0.00
Contract Price prior to this Change Order: \$ 729,975.00
Net increase (decrease) of this Change Order: \$ 258.42
Contract Price with all approved Change Orders: \$ 730,233.42

CHANGE IN CONTRACT TIMES:
Original Contract Times: 90 Calendar Days Substantial Completion: December 17, 2022 Ready for final payment: 30 Days (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>5</u> : Substantial Completion: 272 Ready for final payment: 0 (days)
Contract Times prior to this Change Order 362 Calendar Days Substantial Completion: : September 15, 2023 Ready for final payment: 30 Days (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Times with all approved Change Orders: Substantial Completion: September 15, 2023 Ready for final payment: 30 Days (days or dates)

The Contractor's cost breakdown has been reviewed by the Engineer, and the Engineer has certified that the incremental cost is sufficiently detailed, accurate, fair, and reasonable to accept "as-is."

ACCEPTED:  
By:   
CONTRACTOR (Authorized Signature)

RECOMMENDED:  
By:   
ENGINEER (Authorized Signature)

APPROVED:  
By: \_\_\_\_\_  
OWNER (Authorized Signature)

Date: 11/17/2023

Date: 11/17/23

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

CITY OF DIAMONDHEAD ROADWAY IMPROVEMENTS PH 4  
FINAL QUANTITY ADJUSTMENT

Item	Description	Unit	Quantity	Unit Price	Total Price
<b>DEDUCT THE FOLLOWING QUANTITIES FROM THE CONTRACT:</b>					
5	CLEAN-UP, DRESSING & SODDING	LS	-1	\$ 5,000.00	\$ (5,000.00)
9	APSHAL TIC CONCRETE LEVELING COURSE, 0" - 1 1/2"	SY	-3892.48	\$ 14.00	\$ (54,494.72)
12	PLASTIC PVM'T STRIPING (YELLOW SOLID DOUBLE LINE)(4" WIDTH) (THERMOPLASTIC 90 MIL)	LF	-515.00	\$ 2.00	\$ (1,030.00)
14	REMOVE UNSUITABLE MATERIAL & REPLACE WITH SELECT GRANULAR BACKFILL (FOR ROADWAY & DRAINAGE STRUCTURES) FM, AH, CONTRACTOR FURNISHED	CY	-50.00	\$ 80.00	\$ (4,000.00)
15	REMOVE UNSUITABLE MATERIAL AND REPLACE WITH 610 LIMESTONE (FOR ROADWAY)	CY	-50.00	\$ 110.00	\$ (5,500.00)
16	GEOTEXTILE FABRIC	SY	-100.00	\$ 2.00	\$ (200.00)
17	EXTRUDED ASPHALT CONCRETE CURB	CY	-263.00	\$ 40.00	\$ (10,520.00)
				<b>NET DECREASE</b>	<b>\$ (80,744.72)</b>
<b>ADD THE FOLLOWING QUANTITIES / ITEMS:</b>					
6	ASPHAL TIC CONCRETE PAVEMENT, 1-1/ 2" OVERLAY	SY	5515.66	\$ 14.00	\$ 77,219.24
7	COLD PLANING/DISPOSAL OF ASPHAL TIC CONCRETE PAVEMENT	SY	212.22	\$ 3.00	\$ 636.66
8	FULL DEPTH PATCH	SY	8.34	\$ 127.00	\$ 1,059.18
10	REMOVE AND REPLACE ASPHALT ROADWAY (4.5" THICKNESS MINIMUM)	SY	26.77	\$ 78.00	\$ 2,088.06
				<b>NET INCREASE</b>	<b>\$ 81,003.14</b>
				<b>TOTAL CHANGE IN CONTRACT AMOUNT</b>	<b>\$ 258.42</b>

2023-416

**EXHIBIT "A"**  
**ENGINEER' PROPOSAL**

## EXHIBIT "B"

### SCOPE OF SERVICES

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

EXHIBIT "C"

WORK ASSIGNMENT

CITY OF DIAMONDHEAD

WORK ASSIGNMENT

NO \_\_\_\_\_

ENGINEER'S PROJECT NUMBER: - 17-057 Tidelands Nature Trail Planning

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead Mississippi and Chiniche Engineering & Surveying on the 29<sup>th</sup> day of October 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

1. Conceptual design, permit coordination, property owner coordination, preparation of cost estimate preparation

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after October 28, 2021.

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

DBEGOAL

The DBE goal established for this Work Assignment shall be \_\_\_\_\_ %

KEYPERSONNEL

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

CITY

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

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

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

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$100,000.00 \_\_\_\_\_ (Total of all Charges) without the prior written consent of both parties.

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

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Christina Shurley	Senior Professional Engineer	145.00
Alex Bertagnolli	Senior Cad	90.00

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

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

City of Diamondhead

\_\_\_\_\_  
Authorized Signature

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## EXHIBIT "D" FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

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

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

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

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

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

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

### **Direct costs:**

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

### **Direct Salaries:**

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

**EXHIBIT "E"**  
**SAMPLE INVOICE**  
[Labor-Hour/Unit Cost]

City of Diamondhead  
Attn: Finance Department  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Date \_\_\_\_\_

Invoice No. 0000  
Period \_\_\_\_\_, 20\_\_\_\_ Through \_\_\_\_\_, 20\_\_\_\_

**PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT**

Engineer's Project No \_\_\_\_\_ Mississippi

City Work Assignment No. \_\_\_\_\_

Engineer: \_\_\_\_\_

-----:  
-

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

**NOTE:**

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



**SUPPORTING DATA (Sample Only)**

Engineer's Project No \_\_\_\_\_

Hancock County

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

**TOTAL LABOR**

Direct Costs

---

**PROJECT TOTAL**

Employee and Classification

**EXHIBIT "F"**  
**PROGRESS REPORT**

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

Report Submitted by \_\_\_\_\_

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

## EXHIBIT "G"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SO CERTIFIED this. \_\_\_\_ day of. \_\_\_\_\_, 20 \_\_\_\_ -

{Enter Consultant's Name}

\_\_\_\_\_  
{Print or Type}

ATTEST \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary

**EXHIBIT "I"**

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

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

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

\_\_\_\_\_  
EEV\* Company Identification Number [Required]

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

BY: \_\_\_\_\_  
Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires : \_\_\_\_\_

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

MASTER SERVICE AGREEMENT RATES

<u>Classification</u>	<u>Labor Hourly Rate</u>
Principal Engineer.....	\$162.00
Senior Professional Engineer (held P.E. License minimum 10 years.....)	\$145.00
Senior Professional Engineer (held P.E. License minimum 5 years).....	\$125.00
Professional Engineer (licensed P.E.).....	\$105.00
Senior Project Manager (minimum 15 Year Experience.....)	\$115.00
Project Engineer.....	\$95.00
Professional Land Surveyor.....	\$98.00
Survey Crew Chief.....	\$68.00
Instrument Person.....	\$41.00
Senior CAD Technician (minimum 15 Years Experience).....	\$90.00
Senior CAD Technician (minimum 15 Years Experience).....	\$80.00
CAD Technician.....	\$70.00
Clerical.....	\$50.00
Senior Administration (minimum 15 Years Experience).....	\$80.00
Resident Project Representative.....	\$75.00
Engineering/Specification Technician.....	\$65.00
Student Intern/Co-op.....	\$40.00
Scientist.....	\$85.00
Biologist.....	\$115.00
1 man GPS Survey Crew.....	\$150.00
2 man GPS Survey Crew.....	\$175.00
Drone (minimum charge, up to half day).....	\$350.00
Drone (more than half day to all day.....)	\$475.00





2023-418

Item No. 15.

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

November 28, 2023

Diamondhead City Council  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Councilmembers:

RE: Transfer of Accrued interest Income

Please accept with favorable consideration this authorize to transfer accrued interest income as of September 30, 3023 into the General Fund bank account from bank accounts as follows:

Contingency Operating Account	\$135,531.77
Payroll Clearing	\$87,172.85
Accounts Payable Clearing	\$20,249.91

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Jeannie Klein'.

Jeannie Klein  
City Clerk

2023-4/19

Item No. 16.



**PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN  
 SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT  
 AND  
 CITY OF DIAMONDHEAD**

SMPDD is pleased to submit this Professional Services Agreement to the City of Diamondhead (City) for the various services necessary to conduct a re-survey of the road network with updated ratings, treatment recommendations, line work, and video. This Re-Survey does not include a written report, meetings, or presentations. Treatment recommendations will be based on the chosen treatments from the 2018 study.

***Task 1: Roadway Network Evaluation* **\$6,880****

The SMPDD team will conduct a windshield survey and video existing roads. The roadway condition will be evaluated and a PASER rating will be applied to each segment. Attributes will be imported from the previous study.

The fee for Task 1 is based on an estimated 86 road miles and covers the cost of data collection, road rating, video assessment and data processing (Estimated 86 miles at \$80/mi). Invoiced mileage will be based on field surveyed mileage and not final reported mileage. Initial line-work data quality, along with data processing and possible line-work cleanup, may positively or negatively affect the final reported mileage numbers in comparison to field surveyed and invoiced mileage.

***Task 2: Video Processing, Rating Review and Data Smoothing* **\$4,130****

The SMPDD team will analyze the raw data and conduct QA/QC on all information collected. The segments will be smoothed into “constructible” segments and presented in electronic format for review by City staff.

City staff shall confirm that the surveyed road network linework is accurately depicted and the same linework will be used for the development of the final data. After confirmation, any changes to the network will result in an additional mobilization fee plus standard rate for survey and processing.

This proposal does not include reviewing or updating attributes other than the road ratings. Attributes such as striping, lane count, lane width, etc. for planning and cost estimation purposes will be reused from the previous road survey. This scope does not include updates to attributes such as ward or other boundary changes.

The fee for Task 2 is a Lump Sum cost.

**Task 3: Preparation of Video and Planning Website with 1-Year Web App Subscription \$3,300**

The SMPDD team will produce the Web-based application that includes the collected video and the planning website. The City will be given protected access to the planning website that provides a road surface rating map, full planning tool, and video of the existing road network. Website maintenance, software updates, and technical support is provided for a 1-year period beginning at the delivery of the full planning tool. Quarterly meetings are available under this task for continued training.

The fee for Task 3 is a Lump Sum cost.

SMPDD will provide these services as described above for an estimated total sum of **\$14,310.00** to be billed at the completion and delivery of the program.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**City of Diamondhead, MS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Jon McCraw, City Manager

**Southern Mississippi Planning & Development District, Inc.**

Name:  \_\_\_\_\_ Date: 11/28/2023  
Leonard Bentz, Executive Director

### Standard Terms & Conditions

**SECTION 1. Term.** SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating following project completion.

**SECTION 2. Termination for Convenience by SMPDD.** SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the City of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

**SECTION 3. Termination for Convenience by the City.** The City may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

**SECTION 4. Interest of Members of the City.** No officer, member or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

**SECTION 5. City Cooperation.** The City hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The City shall make available to SMPDD, or its designated agents, all data, records, reports, application and agreements or other information as are existing, available and necessary for performance of this Contract.

**SECTION 6. Records.** All documents produced for this contract will be property of the City.

**SECTION 7. Entire Agreement.** This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered to all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

**SECTION 8. Governing Authority.** This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

**SECTION 9. Effective Date.** The Effective Date for this Contract shall be at time of full execution.



City of Diamondhead, MS

# Docket of Claims Register - Council

Item No. 17.

APPKT02090 - 12.5.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount				
DKT231273	AGJ	12/05/2023	109990	DECEMBER IT SERVICES	001-140-605.00	Professional Fees - IT	2,404.28				
							MSP-109732	DECEMBER BILLING	001-140-605.00	Professional Fees - IT	31.50
									001-140-605.00	Professional Fees - IT	40.00
									001-140-605.00	Professional Fees - IT	250.00
									001-140-605.00	Professional Fees - IT	2,019.78
				001-140-605.00	Professional Fees - IT	63.00					
DKT231274	BLADES GROUP, LLC	12/05/2023	18043248	ASPHALT PATCH	001-301-581.00	Asphalt/Concrete	1,178.00				
DKT231275	CADENCE EQUIPMENT FINANCE	12/05/2023	747565	COPIER LEASE AGREEMENT -- 26 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	448.83				
							001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	26.17		
DKT231276	Clyde C Scott Insurance	12/05/2023	49151	SURETY BOND RENEWAL 02/06/2024-02/06/2025	001-100-625.00	Insurance	1,750.00				
									1,925.00		
							49200	DELETE DEPUTY COURT CLERK	001-100-625.00	Insurance	-175.00
DKT231277	Coast Electric Power Association	12/05/2023	11/18/23-026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	56.32				
DKT231278	CSpire Cell Service	12/05/2023	11/18/23	CELLULAR SERVICE FOR NOVEMBER	001-140-632.00	Telephone - Cell	999.88				
							001-200-612.00	Internet	41.82		
							001-280-632.00	Telephone - Cell	344.80		
							001-301-632.00	Telephone - Cell	179.64		
						Telephone - Cell	433.62				
DKT231279	CUSICK & WILLIAMS, PLLC	12/05/2023	1163	GENERAL MATTERS -- NOVEMBER	001-140-603.00	Professional Fees - Legal	10,375.00				
							1164	PLANNING AND ZONING -- NOVEMBER	001-280-603.00	Professional Fees - Legal	6,187.50
							1165	CITY PROSECUTOR -- NOVEMBER	001-110-603.00	Professional Fees - Legal	1,125.00
							1166	BYCHURCH VS CODH -- NOVEMBER	001-280-603.00	Professional Fees - Legal	3,000.00
						Professional Fees - Legal	62.50				
DKT231280	DIAMONDHEAD COUNTRY CLUB & POA	12/05/2023	DEC2023	RENTAL OF MAINTENANCE YARD -- DECEMBER	001-301-640.00	Rentals	1,000.00				

Docket of Claims Register - Council

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231281	Diamondhead Water and Sewer District						1,206.42
	12/05/2023	12/10/23-020	WATER	001-140-630.00	Utilities - General	590.96	
				001-140-630.00	Utilities - General	295.48	
		12/10/23-021		001-301-630.00	Utilities - Streetlights & Other	24.95	
		12/10/23-170		001-301-630.00	Utilities - Streetlights & Other	195.23	
		12/10/23-2070		001-301-630.00	Utilities - Streetlights & Other	24.95	
		12/10/23-2075		001-301-630.00	Utilities - Streetlights & Other	24.95	
		12/10/23-2080		001-301-630.00	Utilities - Streetlights & Other	24.95	
DKT231282	Fuelman						1,788.31
	12/05/2023	NP65444642	FOR THE WEEK ENDING 11.19.23	001-200-525.00	Fuel	909.60	
		NP65490852	FOR THE WEEK ENDING 11.27.23	001-140-525.00	Fuel	47.65	
				001-200-525.00	Fuel	791.02	
DKT231283	GULF COAST CHRISTIAN WOMEN'S JOB CORPS MAGDALENE HOU'						1,000.00
	12/05/2023	2023	ANNUAL APPROPRIATIONS	001-140-704.00	Appropriations - General	1,000.00	
DKT231284	Hancock County Sheriffs Office						35,304.37
	12/05/2023	2023-DHLE-003	INTERLOCAL AGREEMENT FOR WEEK ENDING 11.4.23	001-200-690.00	Interlocal Agreement	34,868.35	
				001-200-612.00	Internet	246.00	
DKT231285	MANDAL AUTOMOTIVE OF DIBERVILLE, INC						43,180.00
	12/05/2023	N672055	POLICE DURANGO SPORT	001-200-917.00	Capital Outlay - Mobile Equipment	43,180.00	
DKT231286	Marvin J Bobinger III						4,000.00
	12/05/2023	NOV2023	LOBBYING SERVICES FOR	001-653-601.00	Professional Fees - Consulting	4,000.00	
DKT231287	MS Department of Revenue						16.00
	12/05/2023	12/5/23	NEW UNMARKED UNIT#055 TAG	001-200-681.00	Other Services & Charges	16.00	
DKT231288	MS Power Company						1,265.00
	12/05/2023	11/29/23	SURVEILLANCE CONTRACT FOR NOVEMBER	001-200-681.00	Other Services & Charges	1,265.00	
DKT231289	Sea Coast Echo						23.40
	12/05/2023	11/23/23	PUBLIC HEARING LANDSCAPE FEE	001-280-620.00	Advertising	23.40	
DKT231290	South MS Business Machines Gulfport						55.85
	12/05/2023	448842	PAYMENT 60 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	55.85	

Docket of Claims Register - Council

APPKT02090 - Item No. 17.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231291	Sun Coast Business Supply	12/05/2023	1352404-0	JANITORIAL & OFFICE SUPPLIES	001-140-501.00	Supplies	17.34	1,250.65
					001-140-510.00	Cleaning & Janitorial	64.20	
					001-140-510.00	Cleaning & Janitorial	40.20	
					001-140-501.00	Supplies	499.08	
					001-140-501.00	Supplies	26.34	
					001-140-510.00	Cleaning & Janitorial	14.58	
					001-140-510.00	Cleaning & Janitorial	39.45	
					001-140-510.00	Cleaning & Janitorial	51.20	
					001-140-510.00	Cleaning & Janitorial	159.20	
					001-140-510.00	Cleaning & Janitorial	24.89	
					001-140-510.00	Cleaning & Janitorial	59.98	
					001-140-510.00	Cleaning & Janitorial	86.34	
					001-140-510.00	Cleaning & Janitorial	167.85	
					DKT231292	THE FIRST A NATIONAL BANKING ASSOCIATION	12/05/2023	
001-800-830.05	Note Interest Payment - Vehicle/Equip 2021 Lease	2,764.75						
DKT231293	Tyler Technologies	12/05/2023	025-445573	ANNUAL FEES	001-140-605.00	Professional Fees - IT	37,041.06	45,848.25
					001-280-605.00	Professional Fees - IT	8,807.19	
DKT231294	UMB Card Services	12/05/2023	11/4/23	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	76.00	1,441.02
			566881	FLAVORS OF HANCOCK COUNTY & BBQ FEST	001-140-650.00	Promotions	527.75	
			9003132272	RECEIPT BOOKS	001-140-621.00	Printing & Binding	837.27	
DKT231295	UniFirst Corporation	12/05/2023	1530110668	UNIFORM RENTAL FOR THE WEEK ENDING 11.20.23	001-301-535.00	Uniforms	227.81	376.10
			1530112244	UNIFORM RENTAL FOR THE WEEK ENDING 11.27.23	001-301-535.00	Uniforms	148.29	
DKT231296	Waste Management	12/05/2023	0818771-4768-6	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	72.48	72.48
DKT231297	WESLEY SANDERFORD	12/05/2023	NOVEMBER2023	OPEN JAM MIC SERVICES	001-653-650.00	Promotions	200.00	400.00
			OCTOBER2023		001-653-650.00	Promotions	200.00	
DKT231298	Wright National Flood Insurance Company	12/05/2023	11/18/23	FLOOD POLICY 23 1150893480 09	001-140-625.00	Insurance	1,529.00	1,529.00

Docket of Claims Register - Council

APPKT02090 - Item No. 17. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231299	Wright Ward Hatten Guel	12/05/2023	2023	FY22 AUDITING SERVICES	001-140-600.00	Professional Fees - Accounting/Audit	34,000.00	34,000.00
<b>Total Claims: 27</b>							<b>Total Payment Amount:</b>	<b>257,747.36</b>



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

**ALL FUNDS HIGHLIGHTS**

*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
	Total YTD Revenue	\$ 541,907	\$ 10,626,068
	Total Budget	\$ 20,662,481	\$ 16,986,867
	% Actual to Budget	2.6%	
	Current Month % to Fiscal Year	8.3%	8.3%

*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
	Total YTD Expenses Actual Activity	\$ 139,471	\$ 10,255,208
	Total YTD Expenses Activity w/ Encumbrances	\$ 1,810,565	\$ 12,507,015
	Total Budget	\$ 22,881,322	\$ 20,001,668
	% Actual to Budget	0.6%	
	% Actual w/ Encumbrances to Budget	7.9%	
	Current Month % to Fiscal Year	8.3%	8.3%

\*Excludes Other Financing Sources and Uses

**Depository Account Balances as of: October 31, 2023**

General Bank Acct:	\$ 8,248,699	Unrestricted	\$ 5,850,077
Accounts Payable Clearing:	20,930	Fiduciary Fund	23,480
Payroll Clearing:	87,452	Solid Waste	178,761
Contingency Operating Fund:	2,144,775	Grant Funds	(19,973)
		MS Infrastructure	48,914
		Amer Rescue & F	87,452
		GO BONDS 2022	4,333,145
<b>TOTAL</b>	<b>\$ 10,501,856</b>		<b>\$ 10,501,856</b>

Fund Activity	<u>YTD Actual</u>	<u>YTD Actual w/ Encumbrances</u>	<u>Total Current Budget</u>
001 - General Fund	\$ 348,404	\$ 3,433	\$ 7,305
104 - MS Infrastructure Modernization Fund	\$ 209	\$ 209	\$ 1,278
113 - Grant - GRPC Multi Modal Path	\$ -	\$ -	\$ (20,000)
115 - Grant- Tidelands FY20 Rotten Bayou F	\$ -	\$ (8,716)	\$ -
156 - Grant- GCRF-MDA FY2020 Commerci	\$ -	\$ (207,596)	\$ -
157 - Grant- GRPC - East Aloha Improvemer	\$ -	\$ -	\$ -
158 - Grant - Tidelands FY21/22 Noma Drive	\$ -	\$ (59,157)	\$ -
160 - Grant - DMR - Twin Lakes Pier/Boardw	\$ -	\$ (5,250)	\$ -
161 - Grant - GCRF-MDA FY2021 COMMER	\$ -	\$ (490,602)	\$ -
162 - Grant-GOMESA FY22 -Coon Branch P	\$ -	\$ -	\$ 175,925
163 - Grant - GCRF-MDA FY22 Noma	\$ -	\$ (207,104)	\$ -
164 - Grant - GCRF MDA FY23 Conn	\$ -	\$ -	\$ (400,000)
190 - American Rescue & Recovery Act	\$ 8,928	\$ (164,922)	\$ (1,999,500)
191 - Hancock County Match Bank Stabiliza	\$ -	\$ -	\$ 128,000
192 - ARPA Match - STATE OF MS	\$ -	\$ (173,850)	\$ -
302 - FY22 BOND ISSUE	\$ 18,496	\$ 18,496	\$ 1,000
401 - Solid Waste Fund	\$ 17,157	\$ 17,157	\$ (112,850)
<b>TOTAL Surplus (Deficit)</b>	<b>\$ 393,193</b>	<b>\$ (1,277,901)</b>	<b>\$ (2,218,841)</b>



City of Diamondhead, MS

**Budget Report**  
**Group Summary**

Item No.a

For Fiscal: 2023-2024 Period Ending: 10/31/2023

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>							
20 - TAXES	3,073,000.00	3,073,000.00	131,286.13	131,286.13	0.00	-2,941,713.87	95.73%
22 - LICENSES AND PERMITS	470,750.00	470,750.00	96,141.99	96,141.99	0.00	-374,608.01	79.58%
23 - INTERGOVERNMENTAL REVENUES	1,542,700.00	1,542,700.00	149,923.73	149,923.73	0.00	-1,392,776.27	90.28%
28 - CHARGES FOR GOVERNMENTAL SERVICES	1,000.00	1,000.00	200.00	200.00	0.00	-800.00	80.00%
33 - FINES & FORFEITS	35,000.00	35,000.00	2,904.00	2,904.00	0.00	-32,096.00	91.70%
34 - MISCELLANEOUS REVENUE	268,000.00	268,000.00	106,912.39	106,912.39	0.00	-161,087.61	60.11%
40 - PERSONNEL SERVICES	1,700,064.82	1,700,064.82	106,890.04	106,890.04	0.00	1,593,174.78	93.71%
50 - SUPPLIES	300,100.00	300,100.00	2,924.84	2,924.84	8,255.10	288,920.06	96.27%
60 - CONTRACTUAL SERVICES	2,142,953.50	2,261,223.66	29,149.54	29,149.54	119,255.91	2,112,818.21	93.44%
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	57,800.00	57,800.00	0.00	0.00	0.00	57,800.00	100.00%
80 - DEBT SERVICE	183,776.54	183,776.54	0.00	0.00	0.00	183,776.54	100.00%
90 - CAPITAL OUTLAY	298,400.00	344,306.79	0.00	0.00	217,459.54	126,847.25	36.84%
95 - INTERFUND TRANSFERS OUT	700,000.00	700,000.00	0.00	0.00	0.00	700,000.00	100.00%
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>7,355.14</b>	<b>-156,821.81</b>	<b>348,403.82</b>	<b>348,403.82</b>	<b>-344,970.55</b>	<b>160,255.08</b>	<b>102.19%</b>
<b>Fund: 004 - CONTEGENCY FUND</b>							
34 - MISCELLANEOUS REVENUE	0.00	0.00	9,243.17	9,243.17	0.00	9,243.17	0.00%
<b>Fund: 004 - CONTEGENCY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>9,243.17</b>	<b>9,243.17</b>	<b>0.00</b>	<b>9,243.17</b>	<b>0.00%</b>
<b>Fund: 104 - MS Infrastructure Modernization Fund</b>							
23 - INTERGOVERNMENTAL REVENUES	570,000.00	570,000.00	0.00	0.00	0.00	-570,000.00	100.00%
34 - MISCELLANEOUS REVENUE	12,000.00	12,000.00	208.79	208.79	0.00	-11,791.21	98.26%
60 - CONTRACTUAL SERVICES	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
80 - DEBT SERVICE	480,722.00	480,722.00	0.00	0.00	0.00	480,722.00	100.00%
<b>Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit):</b>	<b>1,278.00</b>	<b>1,278.00</b>	<b>208.79</b>	<b>208.79</b>	<b>0.00</b>	<b>-1,069.21</b>	<b>83.66%</b>
<b>Fund: 113 - Grant - GRPC Multi Modal Path</b>							
23 - INTERGOVERNMENTAL REVENUES	80,000.00	80,000.00	0.00	0.00	0.00	-80,000.00	100.00%
60 - CONTRACTUAL SERVICES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00%
90 - CAPITAL OUTLAY	88,000.00	88,000.00	0.00	0.00	0.00	88,000.00	100.00%
<b>Fund: 113 - Grant - GRPC Multi Modal Path Surplus (Deficit):</b>	<b>-20,000.00</b>	<b>-20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>100.00%</b>
<b>Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access</b>							
23 - INTERGOVERNMENTAL REVENUES	556,878.94	556,878.94	0.00	0.00	0.00	-556,878.94	100.00%
60 - CONTRACTUAL SERVICES	42,402.00	51,117.76	0.00	0.00	8,715.76	42,402.00	82.95%
90 - CAPITAL OUTLAY	514,476.94	514,476.94	0.00	0.00	0.00	514,476.94	100.00%
<b>Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access Surplus (Deficit):</b>	<b>0.00</b>	<b>-8,715.76</b>	<b>0.00</b>	<b>0.00</b>	<b>-8,715.76</b>	<b>0.00</b>	<b>0.00%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 10/31/2023 Item No.a.

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 118 - Grant-GRPC/MDOT West Aloha Streets &amp; Sidewalks</b>							
23 - INTERGOVERNMENTAL REVENUES	800,000.00	800,000.00	0.00	0.00	0.00	-800,000.00	100.00%
38 - INTERFUND TRANSFERS IN	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	100.00%
60 - CONTRACTUAL SERVICES	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%
90 - CAPITAL OUTLAY	890,000.00	890,000.00	0.00	0.00	0.00	890,000.00	100.00%
<b>Fund: 118 - Grant-GRPC/MDOT West Aloha Streets &amp; Sidewalks Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District</b>							
23 - INTERGOVERNMENTAL REVENUES	1,300,000.00	1,300,000.00	0.00	0.00	0.00	-1,300,000.00	100.00%
60 - CONTRACTUAL SERVICES	0.00	207,595.55	0.00	0.00	207,595.55	0.00	0.00%
90 - CAPITAL OUTLAY	1,300,000.00	1,300,000.00	0.00	0.00	0.00	1,300,000.00	100.00%
<b>Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District Surplus (Deficit):</b>	<b>0.00</b>	<b>-207,595.55</b>	<b>0.00</b>	<b>0.00</b>	<b>-207,595.55</b>	<b>0.00</b>	<b>0.00%</b>
<b>Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2</b>							
23 - INTERGOVERNMENTAL REVENUES	490,000.00	490,000.00	0.00	0.00	0.00	-490,000.00	100.00%
60 - CONTRACTUAL SERVICES	98,000.00	98,000.00	0.00	0.00	0.00	98,000.00	100.00%
90 - CAPITAL OUTLAY	392,000.00	392,000.00	0.00	0.00	0.00	392,000.00	100.00%
<b>Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2 Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Fund: 158 - Grant - Tidelands FY21/22 Noma Drive Public Access</b>							
23 - INTERGOVERNMENTAL REVENUES	711,000.00	711,000.00	0.00	0.00	0.00	-711,000.00	100.00%
60 - CONTRACTUAL SERVICES	0.00	15,836.77	0.00	0.00	15,836.77	0.00	0.00%
90 - CAPITAL OUTLAY	711,000.00	713,288.90	0.00	0.00	43,319.82	669,969.08	93.93%
<b>Fund: 158 - Grant - Tidelands FY21/22 Noma Drive Public Access Surplus (Deficit):</b>	<b>0.00</b>	<b>-18,125.67</b>	<b>0.00</b>	<b>0.00</b>	<b>-59,156.59</b>	<b>-41,030.92</b>	<b>-226.37%</b>
<b>Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk</b>							
23 - INTERGOVERNMENTAL REVENUES	225,000.00	225,000.00	0.00	0.00	0.00	-225,000.00	100.00%
60 - CONTRACTUAL SERVICES	28,750.00	34,000.00	0.00	0.00	5,250.00	28,750.00	84.56%
90 - CAPITAL OUTLAY	196,250.00	196,250.00	0.00	0.00	0.00	196,250.00	100.00%
<b>Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk Surplus (Deficit):</b>	<b>0.00</b>	<b>-5,250.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,250.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT</b>							
23 - INTERGOVERNMENTAL REVENUES	1,800,000.00	1,800,000.00	0.00	0.00	0.00	-1,800,000.00	100.00%
60 - CONTRACTUAL SERVICES	0.00	490,615.08	0.00	0.00	490,601.97	13.11	0.00%
90 - CAPITAL OUTLAY	1,800,000.00	1,800,000.00	0.00	0.00	0.00	1,800,000.00	100.00%
<b>Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT Surplus (Deficit):</b>	<b>0.00</b>	<b>-490,615.08</b>	<b>0.00</b>	<b>0.00</b>	<b>-490,601.97</b>	<b>13.11</b>	<b>0.00%</b>
<b>Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects</b>							
23 - INTERGOVERNMENTAL REVENUES	1,027,522.00	1,027,522.00	0.00	0.00	0.00	-1,027,522.00	100.00%
90 - CAPITAL OUTLAY	851,597.00	851,597.00	0.00	0.00	0.00	851,597.00	100.00%
<b>Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects Surplus (Deficit):</b>	<b>175,925.00</b>	<b>175,925.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-175,925.00</b>	<b>100.00%</b>
<b>Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project</b>							
23 - INTERGOVERNMENTAL REVENUES	900,000.00	900,000.00	0.00	0.00	0.00	-900,000.00	100.00%
60 - CONTRACTUAL SERVICES	0.00	207,090.42	0.00	0.00	207,103.53	-13.11	-0.01%

**Budget Report**

For Fiscal: 2023-2024 Period Ending: 10/31/2023 Item No.a.

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
90 - CAPITAL OUTLAY	900,000.00	900,000.00	0.00	0.00	0.00	900,000.00	100.00%
<b>Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project Surplus (Deficit):</b>	<b>0.00</b>	<b>-207,090.42</b>	<b>0.00</b>	<b>0.00</b>	<b>-207,103.53</b>	<b>-13.11</b>	<b>-0.01%</b>
<b>Fund: 164 - Grant - GCRF MDA FY23 Commercial District</b>							
23 - INTERGOVERNMENTAL REVENUES	2,000,000.00	2,000,000.00	0.00	0.00	0.00	-2,000,000.00	100.00%
60 - CONTRACTUAL SERVICES	285,000.00	285,000.00	0.00	0.00	0.00	285,000.00	100.00%
90 - CAPITAL OUTLAY	2,115,000.00	2,115,000.00	0.00	0.00	0.00	2,115,000.00	100.00%
<b>Fund: 164 - Grant - GCRF MDA FY23 Commercial District Surplus (Deficit):</b>	<b>-400,000.00</b>	<b>-400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>100.00%</b>
<b>Fund: 190 - American Rescue &amp; Recovery Act</b>							
34 - MISCELLANEOUS REVENUE	500.00	500.00	8,927.58	8,927.58	0.00	8,427.58	-1,685.52%
60 - CONTRACTUAL SERVICES	80,000.00	253,850.00	0.00	0.00	173,850.00	80,000.00	31.51%
90 - CAPITAL OUTLAY	1,920,000.00	1,920,000.00	0.00	0.00	0.00	1,920,000.00	100.00%
<b>Fund: 190 - American Rescue &amp; Recovery Act Surplus (Deficit):</b>	<b>-1,999,500.00</b>	<b>-2,173,350.00</b>	<b>8,927.58</b>	<b>8,927.58</b>	<b>-173,850.00</b>	<b>2,008,427.58</b>	<b>92.41%</b>
<b>Fund: 191 - Hancock County Match Bank Stabilization</b>							
23 - INTERGOVERNMENTAL REVENUES	1,928,000.00	1,928,000.00	0.00	0.00	0.00	-1,928,000.00	100.00%
90 - CAPITAL OUTLAY	1,800,000.00	1,800,000.00	0.00	0.00	0.00	1,800,000.00	100.00%
<b>Fund: 191 - Hancock County Match Bank Stabilization Surplus (Deficit):</b>	<b>128,000.00</b>	<b>128,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-128,000.00</b>	<b>100.00%</b>
<b>Fund: 192 - ARPA Match - STATE OF MS</b>							
23 - INTERGOVERNMENTAL REVENUES	1,978,561.96	1,978,561.96	0.00	0.00	0.00	-1,978,561.96	100.00%
60 - CONTRACTUAL SERVICES	80,000.00	253,850.00	0.00	0.00	173,850.00	80,000.00	31.51%
90 - CAPITAL OUTLAY	1,898,561.96	1,898,561.96	0.00	0.00	0.00	1,898,561.96	100.00%
<b>Fund: 192 - ARPA Match - STATE OF MS Surplus (Deficit):</b>	<b>0.00</b>	<b>-173,850.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-173,850.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Fund: 302 - FY22 BOND ISSUE</b>							
34 - MISCELLANEOUS REVENUE	1,000.00	1,000.00	18,495.84	18,495.84	0.00	17,495.84	-1,749.58%
<b>Fund: 302 - FY22 BOND ISSUE Surplus (Deficit):</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>18,495.84</b>	<b>18,495.84</b>	<b>0.00</b>	<b>17,495.84</b>	<b>-1,749.58%</b>
<b>Fund: 401 - SOLID WASTE FUND</b>							
28 - CHARGES FOR GOVERNMENTAL SERVICES	688,068.00	688,068.00	16,900.55	16,900.55	0.00	-671,167.45	97.54%
34 - MISCELLANEOUS REVENUE	3,500.00	3,500.00	763.03	763.03	0.00	-2,736.97	78.20%
60 - CONTRACTUAL SERVICES	804,417.59	804,417.59	507.02	507.02	0.00	803,910.57	99.94%
<b>Fund: 401 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>-112,849.59</b>	<b>-112,849.59</b>	<b>17,156.56</b>	<b>17,156.56</b>	<b>0.00</b>	<b>130,006.15</b>	<b>115.20%</b>
<b>Report Surplus (Deficit):</b>	<b>-2,218,791.45</b>	<b>-3,668,060.88</b>	<b>402,435.76</b>	<b>402,435.76</b>	<b>-1,671,093.95</b>	<b>2,399,402.69</b>	<b>65.41%</b>

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
001 - GENERAL FUND	7,355.14	-156,821.81	348,403.82	348,403.82	-344,970.55	160,255.08
004 - CONTEGENCY FUND	0.00	0.00	9,243.17	9,243.17	0.00	9,243.17
104 - MS Infrastructure Moderni	1,278.00	1,278.00	208.79	208.79	0.00	-1,069.21
113 - Grant - GRPC Multi Modal I	-20,000.00	-20,000.00	0.00	0.00	0.00	20,000.00
115 - Grant- Tidelands FY20 Rott	0.00	-8,715.76	0.00	0.00	-8,715.76	0.00
118 - Grant-GRPC/MDOT West A	0.00	0.00	0.00	0.00	0.00	0.00
156 - Grant- GCRF-MDA FY2020	0.00	-207,595.55	0.00	0.00	-207,595.55	0.00
157 - Grant- GRPC - East Aloha Ir	0.00	0.00	0.00	0.00	0.00	0.00
158 - Grant - Tidelands FY21/22 I	0.00	-18,125.67	0.00	0.00	-59,156.59	-41,030.92
160 - Grant - DMR - Twin Lakes P	0.00	-5,250.00	0.00	0.00	-5,250.00	0.00
161 - Grant - GCRF-MDA FY2021	0.00	-490,615.08	0.00	0.00	-490,601.97	13.11
162 - Grant-GOMESA FY22 -Coor	175,925.00	175,925.00	0.00	0.00	0.00	-175,925.00
163 - Grant - GCRF-MDA FY22 Nc	0.00	-207,090.42	0.00	0.00	-207,103.53	-13.11
164 - Grant - GCRF MDA FY23 Co	-400,000.00	-400,000.00	0.00	0.00	0.00	400,000.00
190 - American Rescue & Recove	-1,999,500.00	-2,173,350.00	8,927.58	8,927.58	-173,850.00	2,008,427.58
191 - Hancock County Match Ba	128,000.00	128,000.00	0.00	0.00	0.00	-128,000.00
192 - ARPA Match - STATE OF M:	0.00	-173,850.00	0.00	0.00	-173,850.00	0.00
302 - FY22 BOND ISSUE	1,000.00	1,000.00	18,495.84	18,495.84	0.00	17,495.84
401 - SOLID WASTE FUND	-112,849.59	-112,849.59	17,156.56	17,156.56	0.00	130,006.15
<b>Report Surplus (Deficit):</b>	<b>-2,218,791.45</b>	<b>-3,668,060.88</b>	<b>402,435.76</b>	<b>402,435.76</b>	<b>-1,671,093.95</b>	<b>2,399,402.69</b>