



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, March 05, 2024**  
**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 March 19, 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. MDOT Presentation
- c. Coon Branch Project Presentation
- d. Hilo Project Presentation
- e. Turnberry Project Presentation

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

**Policy Agenda.**

**Minutes:**

1. Motion to approve the February 20, 2024 Regular Meeting Minutes.

**Tabled Matters:**

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
3. **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:

- [4.](#) **2024-059:** Motion to adopt Resolution 2024-008 thereby acquiring by donation certain real property for drainage and greenspace purposes from Diamondhead Country Club & Property Owners Association, Inc.
- [5.](#) **2024-062:** Motion to adopt Resolution 2024-009 to approve a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text amendment will make the following change to the Code of Ordinances Appendix A - Zoning. The Text Amendment will make the following changes to Article 11 - Tree Ordinance: Section 11.1 add additional protected trees, add new Section 11.11.1 - Tree Protection and add new Section 11.12.1 - Prior Tree Removal. The Case file Number is 202300337.
- [6.](#) **2024-065:** Motion to adopt Resolution 2024-010 to appoint William D. Parrish to the Planning and Zoning Commission to fill the vacant seat that expires in March 2026. (Depreo)

## Consent Agenda:

- [7.](#) **2024-056:** Motion to accept and award low bid received from L J Construction in the amount of \$719,320.31 for the Kaleki Way Drainage Project.
- [8.](#) **2024-057:** Motion to approve the amended and restated Grant Agreements with Mississippi Development Authority for Gulf Coast Restoration Fund Program for FY23.
- [9.](#) **2024-058:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$76,000.00 for East Aloha Phase II Sidewalks.
- 10.** **2024-061:** Motion to approve Account and Arbitration Agreements with The First Bank for all City of Diamondhead depository accounts.
- [11.](#) **2024-064:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$158,000.00 for Commercial District Phase III Project.

## Action Agenda.

- [12.](#) **2024-060:** Motion to remove the Canada geese from the Cooperative Service Agreement between the City of Diamondhead and United States Department of Agriculture that states Canada geese can be removed for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things under the Acts of March 2, 1931, 46 ta1. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Pubilc Law No. 100-102, § 101(k). 1010 Stat. 1329-331. 7 U.S.C. § 8353 and services provided Canada Geese trapping and carcass disposal. (Depreo)
- [13.](#) **2024-063:** Motion to discuss the use of the city's Activity Center and e-blast system by City Council members. (Liese)

**Routine Agenda.**

**Claims Payable**

- 14. Motion to approve Payroll Payables DKT231467-DKT231478 in the amount of \$49,487.07, PYPKT01437 in the amount of \$30,066.66, PYPKT01438 in the amount of \$30,368.76 and PYPKT1439 in the amount of \$2,717.76.
- 15. Motion to approve Docket of Claims (DKT231508 - DKT231551) in the amount of \$101,859.17.

**Department Reports**

- a. Motion to approve January 2024 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, February 20, 2024**  
**6:00 PM CST**  
Council Chambers, City Hall

**Call to Order.**

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

Invocation - Mayor Depreo

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

Confirm or Adjust Agenda Order

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to confirm the agenda.

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

**MOTION CARRIED UNANIMOUSLY**

**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held March 5, 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Cynthia Chauvin - CASA Expansion Update

City Manager's Report.

**CITY MANAGER REPORT**  
February 20, 2024

1. Park Ten Road –The contract is for 270 Calendar Days with an end date of June 1<sup>st</sup>. The roadbed has been formed and the first layer of rock has been installed. Most of the drainage culverts have been installed with the electrical conduit being installed as well at this time. Curb & Gutter installation will begin by the end of the month.

2. Noma Drive Restoration – The final lift of asphalt has been completed. The contractor will begin to make the connection to multimodal path once the area is prepared. The contract is for 195 Calendar Days with an end date of March 24<sup>th</sup>.
3. Beaux Vue 2 – Bid has been awarded. The contractor bonds and paperwork were received at the end of last week. They will be processed and sent to the engineer. A pre-construction meeting has been set for tomorrow.
4. Bond Paving Diamondhead Drive – The contract is for 150 Calendar Days with an end date of March 6<sup>th</sup>. The engineer is working on an updated schedule for this project. This agenda includes the purchase of the traffic buttons that will be installed in the buffered bike lane as per the drawings from Orion Planning.
5. Annual Unit Price Repair Contract – This contract is on the agenda for approval tonight. This will allow the city to complete small projects throughout the city as needed.
6. Montjoy Creek –The DMR notice for public comment period has ended. The engineer will review the comments and provide feedback.
7. Noma Drive Phase 1b – Bids were received last week. They are currently under review by the engineer. The project is to build the parking area, rebuild the boat ramp, and build the kayak launch and pier, and comfort station.
8. Kaleki Way –Bids were received for this project. The city is waiting on the needed additional easements from property owners and right of entry form. The project should be on the next agenda for approval.
9. Bayou Drive – Bids were received for this project. The Project is on the agenda for approval to award to the lowest bidder.
10. Canal Dredging – The city has received the permit from USACE to allow for the canal dredging on the south side. The engineer’s submitted plans are still under review by the RESTORE Council.
11. DH Lakes Road – Elliott Homes’ engineers and Covington Engineering have agreed on design. EH will notify residents with a timeline for this project to begin. Current repair work is scheduled to begin on March 4<sup>th</sup>.
12. Noma Drive Boardwalk – Engineer is working on the drawing. The easements needed from the property owners is on the agenda for approval.
13. MDOT Roundabout Project – The Diamondhead Roundabout project was awarded to TL Wallace on February 13<sup>th</sup> MDOT meeting. Currently I do not have a schedule for this project to start.
14. MDOT Interstate Widening Project – This project was awarded on December 12<sup>th</sup>. Along with the addition of two lanes on the Interstate, the project includes a Sound Barrier Wall, and a multimodal walking path. This will require MDOT to remove most if not all the trees in their right-of-way to install the wall and walking path.
15. March of the Mayors for 2024 – The ‘March of the Mayors’ event is continuing for the remainder of February. The city has set up drop-off points where citizens can drop off a donation of 15-ounce cans of soup.
16. Detention Ponds – This project has been reduced to two ponds as the other two will be a part of separate larger drainage projects. Pond D, which is in the Pelican Cove area is on the agenda tonight for approval.

17. 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            |

18. Noma Drive Walking Trail – **No change on this project.** The work assignment for the engineer is on this agenda for approval. This portion will be the planning phase using Tideland's funds. 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.

19. Dog Park – **No change on this project.** The parcel is currently being surveyed to verify a few minor points. The road right of way is being evaluated to determine if it has been dedicated and accepted by the city. The city has started the re-subdivision process. This will be a several month process that will go through P&Z and Council for approval.

### **Email Request Received**

1. Montjoy Creek Trail – Resident notified police that people were riding 4-wheelers on the trail after dark. Public works is going to install a gate and install signage to notify residents that the trail is closed after dark.
2. Alakoko Place – Councilmember asked about the rear ditch on this property. A work order was issued to Public Works. Due to equipment failure, this issue is currently on hold. PW expects to have the equipment fixed by Friday.
3. Mauna Loa Outfall Ditch – A councilmember notified me that the major outfall ditch on Mauna Loa is filled with leaves and a few fallen trees. A work order was issued to Public Works.
4. Alapai Drive – Residents concerned about several trees down near the property of the new road. I have asked the engineer to address this with the contractor. They are to clean all trees they have damaged and prepare the site for phase 2 work.
5. Mali Way – Resident asked about trees that were cut down on her property. This was done by Coast Electric. I will contract them to make sure they remove the trees and stumps from the property. I also asked that they make sure the trees were within the utility easement.
6. Ala Moana Street – Councilmember notified me and the police chief of cars parked on the street. I have asked the police chief to make sure his officers address these issues as they see them.

- 7. USDA Contract – This is the same contract as in the past two years. It allows the city to deal with an issue if it arises in a timely manner. It is not the intent nor has it every been the intent of the city to remove healthy Canadian Geese.

Public Comments on Agenda Items.

William Parrish - Resident Canada Geese on Service Agreement with USDA

**Policy Agenda.**

**Minutes:**

- 1. Motion to approve the February 6, 2024 Regular Meeting Minutes.  
Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to approve the February 6, 2024 Regular Meeting Minutes.  
Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland

**MOTION CARRIED UNANIMOUSLY**

**Tabled Matters:**

- 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. **2023-408:** 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)  
**NO ACTION TAKEN**
- 4. **2024-028:** Motion to approve and enter into Cooperative Service Agreement with United States Department of Agriculture in an amount not to exceed for \$5,000 for wildlife management services as needed for the period January 22, 2024 through January 23, 2025.  
Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to move from the table motion to approve and enter into Cooperative Service Agreement with United States Department of Agriculture in an amount not to exceed for \$5,000 for wildlife management services as needed for the period January 22, 2024 through January 23, 2025.  
Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland

**MOTION CARRIED UNANIMOUSLY**

Motion made by Mayor Depreo to amend motion to approve and enter into Cooperative Service Agreement with United States Department of Agriculture in an amount not to exceed for \$5,000 for wildlife management services as needed for the period January 22, 2024 through January 23, 2025 and remove Canadian geese from the contract.

**MOTION DIED FOR LACK OF SECOND**

Motion made by Mayor Depreo to discuss the amended motion to approve and enter into Cooperative Service Agreement with United States Department of Agriculture in an amount not to exceed for \$5,000 for wildlife management services as needed for the period January 22, 2024 through January 23, 2025 and remove Canadian geese from the contract.

**MOTION DIED FOR LACK OF SECOND**

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to approve and enter into Cooperative Service Agreement with United States Department of Agriculture in an amount not to exceed for \$5,000 for wildlife management services as needed for the period January 22, 2024 through January 23, 2025.

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

**MOTION CARRIED**

**Resolutions:**

- 5. **2024-050:** Motion to adopt Resolutions 2024-006 thereby authorizing the preparation and submittal of an application for the FY24 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for the Commercial District Transformation Project in the amount of \$11,000,000 (\$10,000,000 Federal Share), committing matching funds (\$1,000,000 Local Share) and for other related purposes.

Motion made by Ward 2 Liese, Seconded by Ward 1 Finley to adopt Resolutions 2024-006 thereby authorizing the preparation and submittal of an application for the FY24 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for the Commercial District Transformation Project in the amount of \$11,000,000 (\$10,000,000 Federal Share), committing matching funds (\$1,000,000 Local Share) and for other related purposes.

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

**MOTION CARRIED**

- 6. **2024-052 (2023-052):** Motion to adopt Resolution 2024-007 thereby acquiring by donation certain easements for the construction of a walking pier from Michael Casano and Purcell Co., Inc.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2024-007 thereby acquiring by donation certain easements for the construction of a walking pier from Michael Casano and Purcell Co., Inc.

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

**MOTION CARRIED UNANIMOUSLY**



**Consent Agenda:**

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

7. **2024-040 (2023-040):** Motion to accept and award low bid received from DNA Underground in the amount of \$693,445.00 for the 2024 Annual Unit Price Repair Contract.
8. **2024-041 (2023-041):** Motion to approve payments in the amount of \$195.00 to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements, in the amount of \$797.50 and \$1,790.00 for Roadway Improvements Phase 4 and in the amount of \$26,975.00 and \$13,975.00 for the Bond Paving Project.
9. **2024-042:** Motion to approve final payment in the amount of \$17,251.58 to Huey P. Stockstill, LLC for the Diamondhead Roadway Improvements Phase 4.
10. **2024-043:** Motion to approve Pay Request 3 in the amount of \$229,540.80 to Warren Paving, Inc. for Diamondhead Bond Paving Project.
11. **2024-044:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$8,145.00 for Kalae Drainage Project, in the amount of \$7,150.00 for Diamondhead Dr East Drainage Project, in the amount of \$1,260.00 for Standard Specifications and Drawings, in the amount of \$1,100.00 for Subdivision Regulations Update, in the amount of \$2,100.00 for Kaleki Way Drainage, in the amount of \$1,600.00 for Turnberry Drainage Project, in the amount of \$7,700.00 for Bank Stabilization Project, in the amount of \$11,980.00 for Ahuli Drainage Project and in the amount of \$7,760.00 for Kolo Court Project.
12. **2024-045:** Motion to adopt the MEMA District 9 Regional Hazard Mitigation Plan.
13. **2024-046:** Motion to purchase 1380 sq. ft. of Part of Lot 14, Blk. 11, Unit 1, Phase 2 of Diamondhead Subdivision (Ieke Drive) in the amount of \$1.50 per sq. ft. for a total purchase price of \$2,070.00 from Gerry Gilbert for a Permanent Drainage Easement.
14. **2024-047:** Motion to approve Pay Application 5 in the amount of \$167,890.21 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
15. **2024-048:** Motion to approve Pay Application 4 in the amount of \$262,907.76 to Moran Hauling Inc., for Noma Drive Improvements.
16. **2024-049:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$6,395.00 for Canal Dredging, in the amount of \$2,075.00 for Pond Remediation, in the amount of \$4,012.50 for Noma Waterfront Improvements Phase 1B, in the amount of \$2,558.50 for Tidelands Nature Trail Planning, in the amount of \$8,449.25 for Montjoy Creek Nature Trail and in the amount of \$5,866.50 for Coon Branch Drainage.
17. **2024-051 (2023-051):** Motion to Authorize City Manager to obtain an updated appraisal for a portion of the Jenny Inc. Property and the RJD Management Property for potential acquisition of public right-of-way.
18. **2024-053 (2023-053):** Motion to approve Work Assignment under the Master Service Agreement with Chiniche Engineering & Surveying in the amount not to exceed \$18,500.00 for Pond D Drainage Improvements.
19. **2024-054:** Motion to accept low quote received from Wildflower Meadows, LLC in the amount of \$49,158.00 for 4092 Ceramic Reflectors for the roadways.

- 20. **2024-055:** Motion to accept and award low bid received from Moran Hauling, Inc. in the amount of \$246,570.00 for the Bayou Drive Drainage Project.

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

**MOTION CARRIED UNANIMOUSLY**

**Action Agenda.**

- 21. **2024-039 (2023-039):** Motion to appoint Tracy Sheppard to the position of Planning & Zoning Commissioner Ward 2 for a four (4) year term beginning April 1, 2024. (Liese)

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to appoint Tracy Sheppard to the position of Planning & Zoning Commissioner Ward 2 for a four (4) year term beginning April 1, 2024.

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

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

- 22. Motion to approve Docket of Claims (DKT231479 - DKT231507) in the amount of \$1,078,206.94.

Motion made by Ward 2 Liese, Seconded by Ward 1 Finley to approve Docket of Claims (DKT231479 - DKT231507) in the amount of \$1,078,206.94.

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

**MOTION CARRIED UNANIMOUSLY**

**Department Reports**

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to approve the following department reports.

- a. Police
- b. Court
- c. Code Enforcement
- d. Building

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

**MOTIN CARRIED UNANIMOUSLY**

**Public Comments on Non-Agenda Items-None**

**Adjourn/Recess.**

At 7:07 p.m. with no further business to come before the council motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to adjourn.

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

**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 # 2024-008  
Agenda Item #2024-059

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION FROM DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

WHEREAS, the 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 is in need of acquiring certain real property for drainage and greenspace purposes that is currently owned by Diamondhead Country Club & Property Owners Association, Inc.
- 2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
- 3. Diamondhead Country Club & Property Owners Association, Inc. has expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto as Exhibit “A” to this resolution; and
- 4. Diamondhead Country Club & Property Owners Association, Inc. has expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto as Exhibit “B” to this resolution.
- 5. The City is willing to accept the donation of the aforementioned properties.

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

SECTION 1. That the Governing Body of the City will accept the donation of the aforementioned properties.

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned properties by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject properties and to execute the Deeds of Dedication on behalf of the City attached collectively hereto as Exhibit “A”, and Exhibit “B”.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ and the 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 of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

(SEAL)

EXHIBIT

A

PREPARED BY & RETURN TO:  
DEREK R. CUSICK (MS BAR#10653)  
CUSICK & WILLIAMS, PLLC  
Post Office Box 4008  
GULFPORT, MS 39502  
(228) 206-3819

INDEXING INSTRUCTIONS:

Part of an unplotted section of  
Diamondhead Subdivision, Section  
13, Township 8 South, Range 14  
West, DIAMONDHEAD,  
HANCOCK COUNTY, MISSISSIPPI

GRANTORS ADDRESS:  
DIAMONDHEAD COUNTRY CLUB &  
PROPERTY OWNERS ASSOCIATION, INC.  
7610 COUNTRY CLUB CIRCLE  
DIAMONDHEAD, MS 39525  
(228) 255-1900

GRANTEE'S ADDRESS:  
CITY OF DIAMONDHEAD, MS  
5000 DIAMONDHEAD CIRCLE  
DIAMONDHEAD MS 39525  
(228) 222-4626

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

**DEED OF DEDICATION**

This DEED OF DEDICATION ("Deed") is made this \_\_\_\_ day of \_\_\_\_\_,  
2024, by and between DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS  
ASSOCIATION, INC, GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality  
created and existing under the State of Mississippi ("City"), GRANTEE.



**\*\*WITNESSETH\*\***

WHEREAS, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

WHEREAS, the City wishes to acquire the property and assume the cost and responsibilities for maintaining same; and

WHEREAS, on \_\_\_\_\_, the Diamondhead City Council passed a resolution and order accepting the dedication of the property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. hereby dedicates, grants, conveys, covenants and agrees as follows:

**DEDICATION OF ONE UNDEVELOPED TRACT**

For and in consideration of the City accepting the property and maintaining the property as greenspace and drainage, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., being the sole owner of, and the only party having any interest in, the property, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a greenspace and for drainage, the property described herein below and improvements thereon and appurtenances thereto, if any. This dedication of the property is made without warranties of any kind.

The City specifically accepts the dedication of the property without warranty and subject to the following conditions:

The conveyance herein is made subject to such valid mineral reservations and/or conveyances, if any, as may have been heretofore made on the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all easements located on, over and across the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all rights-of-way and/or easements for public utilities in, on and under the property.

The conveyance herein is made subject to the City maintaining the property as greenspace and for drainage and said property is not to be developed.

Legal Description of the Undeveloped Tract:

See Exhibit "A"

Together with all improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

IT IS FURTHER UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between Grantors and Grantee, there being no other oral agreements or representations of any kind or nature whatsoever.

EXECUTED, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**DIAMONDHEAD COUNTRY CLUB &  
PROPERTY OWNERS ASSOCIATION, INC.**

**BY:** \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named \_\_\_\_\_, who acknowledged that he is the President of the Board of the Diamondhead Country Club & Property Owners Association, Inc. and that he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**GRANTEE:**

**CITY OF DIAMONDHEAD, MISSISSIPPI**

**BY:** \_\_\_\_\_  
**CITY MANAGER**

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named \_\_\_\_\_, who acknowledged that he is City Manager of the City of Diamondhead, Mississippi, and that in said representative capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the \_\_\_\_ day of \_\_\_\_\_, 2024.

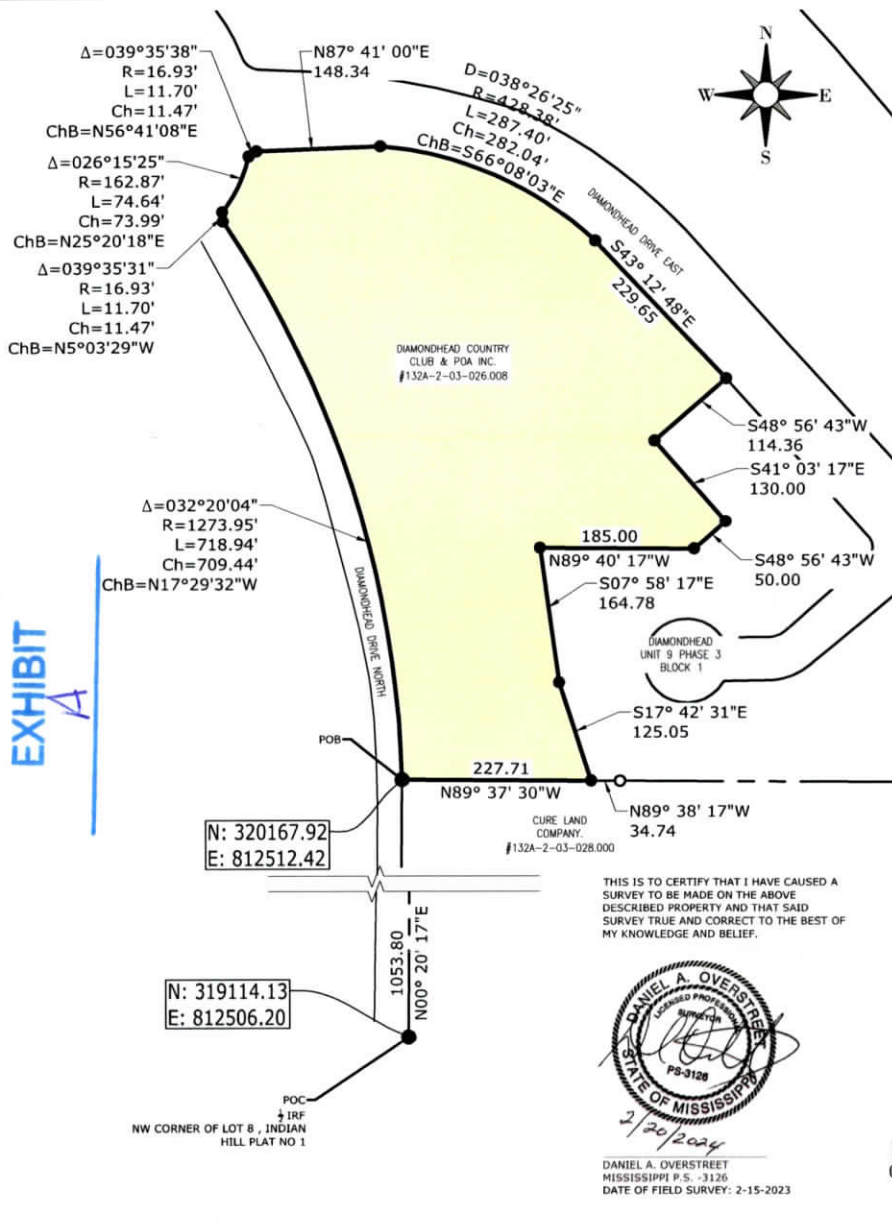
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**COVINGTON**  
CIVIL AND ENVIRONMENTAL  
2300 14TH STREET  
GULFPORT, MISSISSIPPI 39501  
Office: (228)396-0486

5.96 AC. BOUNDARY SURVEY  
LOCATED IN SECTION 13  
TOWNSHIP 8 SOUTH, RANGE 14 WEST  
HANCOCK COUNTY, MISSISSIPPI

DRAWN: --- CHECK: --- DATE: --- SHEET: --- SCALE: 1" = --- PROJ #: ---



**LEGAL DESCRIPTION (Tax Parcel 132A-2-03-026.008)**

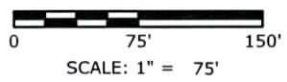
A parcel of land situated an unplotted section DIAMONDHEAD SUBDIVISION, (A PART OF THE John B. Ladner CLAIM) SECTION 13, TOWNSHIP 8 SOUTH, RANGE 14 WEST, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing from a 1/2 Iron rod found at the Northwest corner of Lot 8, Indian Hill Plat No.1;Thence North 00° 20' 17" East a distance of 1053.80 feet to an iron rod found for the Point of Beginning; THENCE northerly along a curve to the left on the east margin of Diamondhead Drive North right of way having a central angle of 32°20'04", an arc distance of 718.94 feet, a radius of 1273.95 feet, chord bearing and distance of North 17°29'32" West,709.44 feet to a capped rod set; THENCE northerly along said curve through a central angle of 39°35'31" an arc distance of 11.70 feet, a radius of 16.93 feet, chord bearing and distance of North 5°03'29" West,11.47 feet to a capped rod set; THENCE northeasterly along said curve through a central angle of 26°15'25" an arc distance of 74.64 feet, a radius of 162.87 feet, chord bearing and distance of North 25°20'18" East,73.99 feet to a capped rod set; THENCE northeasterly along said curve through a central angle of 39°35'38" an arc distance of 11.70 feet, a radius of 16.93 feet, chord bearing and distance of North 56°41'08" East,11.47 feet to a capped rod set at the south line of Diamondhead DRIVE East right of way; THENCE along said right of way North 87°41'00" East a distance of 148.34 feet to a capped rod set; THENCE southeasterly along said curve of said right of way through a central angle of 38°26'25" an arc distance of 287.40, a radius of 428.38 feet, chord bearing and distance of South 66°08'03" East,282.04 feet to a capped rod set; THENCE South 43°12'48" East a distance of 229.65 feet to a capped rod set; THENCE South 48°56'43" West a distance of 114.36 feet to a capped rod set; THENCE South 41°03'17" East a distance of 130.00 feet to a capped rod set; THENCE South 48°56'43" West a distance of 50.00 feet to a capped rod set; THENCE North 89°40'17" West a distance of 185.00 feet to a capped rod set; THENCE South 7°58'17" East a distance of 164.78 feet to a capped rod set; THENCE South 17°42'31" East a distance of 125.05 feet to a capped rod set; THENCE North 89°37'30" West a distance of 227.71 feet to the point of beginning;

Said Parcel Contains 259,787.43 square feet or 5.96 acres, more or less.

**GENERAL NOTES:**

1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.999950000 and a convergence angle of 00 degrees 00 minutes 00 seconds determined specifically for this project using G.P.S. methods from a base station located at N 19595.913, E 813140.499 obtained by an OPUS solution.
2. This survey was prepared without the benefit of a Title Search.
3. Date of this Mississippi Standards Class B Survey February 15, 2024.
4. A Property Description of even date herewith accompanies this Plat of Survey.
5. Reference material: all those deeds referenced hereon and recorded in the deed records, Hancock County, Mississippi.
6. ○ - IRON ROD FOUND  
● - IRON ROD SET



THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY AND THAT SAID SURVEY TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DANIEL A. OVERSTREET  
MISSISSIPPI P.S. - 3126  
DATE OF FIELD SURVEY: 2-15-2023

EXHIBIT A

EXHIBIT  
B

PREPARED BY & RETURN TO:  
DEREK R. CUSICK (MS BAR#10653)  
CUSICK & WILLIAMS, PLLC  
Post Office Box 4008  
GULFPORT, MS 39502  
(228) 206-3819

INDEXING INSTRUCTIONS:

Part of an unplotted section of  
Diamondhead Subdivision, Section 2,  
Township 8 South, Range 14 West,  
DIAMONDHEAD, HANCOCK  
COUNTY, MISSISSIPPI

GRANTORS ADDRESS:  
DIAMONDHEAD COUNTRY CLUB &  
PROPERTY OWNERS ASSOCIATION, INC.  
7610 COUNTRY CLUB CIRCLE  
DIAMONDHEAD, MS 39525  
(228) 255-1900

GRANTEE'S ADDRESS:  
CITY OF DIAMONDHEAD, MS  
5000 DIAMONDHEAD CIRCLE  
DIAMONDHEAD MS 39525  
(228) 222-4626

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

**DEED OF DEDICATION**

This DEED OF DEDICATION ("Deed") is made this \_\_\_ day of \_\_\_\_\_,  
2024, by and between DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS  
ASSOCIATION, INC, GRANTOR, and THE CITY OF DIAMONDHEAD, a  
municipality created and existing under the State of Mississippi ("City"), GRANTEE.

**\*\*WITNESSETH\*\***

WHEREAS, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

WHEREAS, the City wishes to acquire the property and assume the cost and responsibilities for maintaining same; and

WHEREAS, on \_\_\_\_\_, the Diamondhead City Council passed a resolution and order accepting the dedication of the property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "A" less and except a portion described in Exhibit "B"; and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC. hereby dedicates, grants, conveys, covenants and agrees as follows:

**DEDICATION OF ONE UNDEVELOPED TRACT**

For and in consideration of the City accepting the property and maintaining the property as greenspace and drainage, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., being the sole owner of, and the only party having any interest in, the property, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a greenspace and for drainage, the property described herein below and improvements thereon and appurtenances thereto, if any. This dedication of the property is made without warranties of any kind.

The City specifically accepts the dedication of the property without warranty and subject to the following conditions:

The conveyance herein is made subject to such valid mineral reservations and/or conveyances, if any, as may have been heretofore made on the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all easements located on, over and across the property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all rights-of-way and/or easements for public utilities in, on and under the property.

The conveyance herein is made subject to the City maintaining the property as greenspace and for drainage and said property is not to be developed.

Legal Description of the Undeveloped Tract:

See Exhibit "A" and Exhibit "B"

Together with all improvements and appurtenances situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

IT IS FURTHER UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between Grantor and Grantee, there being no other oral agreements or representations of any kind or nature whatsoever.

EXECUTED, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**DIAMONDHEAD COUNTRY CLUB &  
PROPERTY OWNERS ASSOCIATION, INC.**

**BY:** \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named \_\_\_\_\_, who acknowledged that he is the President of the Board of the Diamondhead Country Club & Property Owners Association, Inc. and that he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**GRANTEE:**

**CITY OF DIAMONDHEAD, MISSISSIPPI**

**BY:** \_\_\_\_\_  
**CITY MANAGER**

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named \_\_\_\_\_, who acknowledged that he is City Manager of the City of Diamondhead, Mississippi, and that in said representative capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

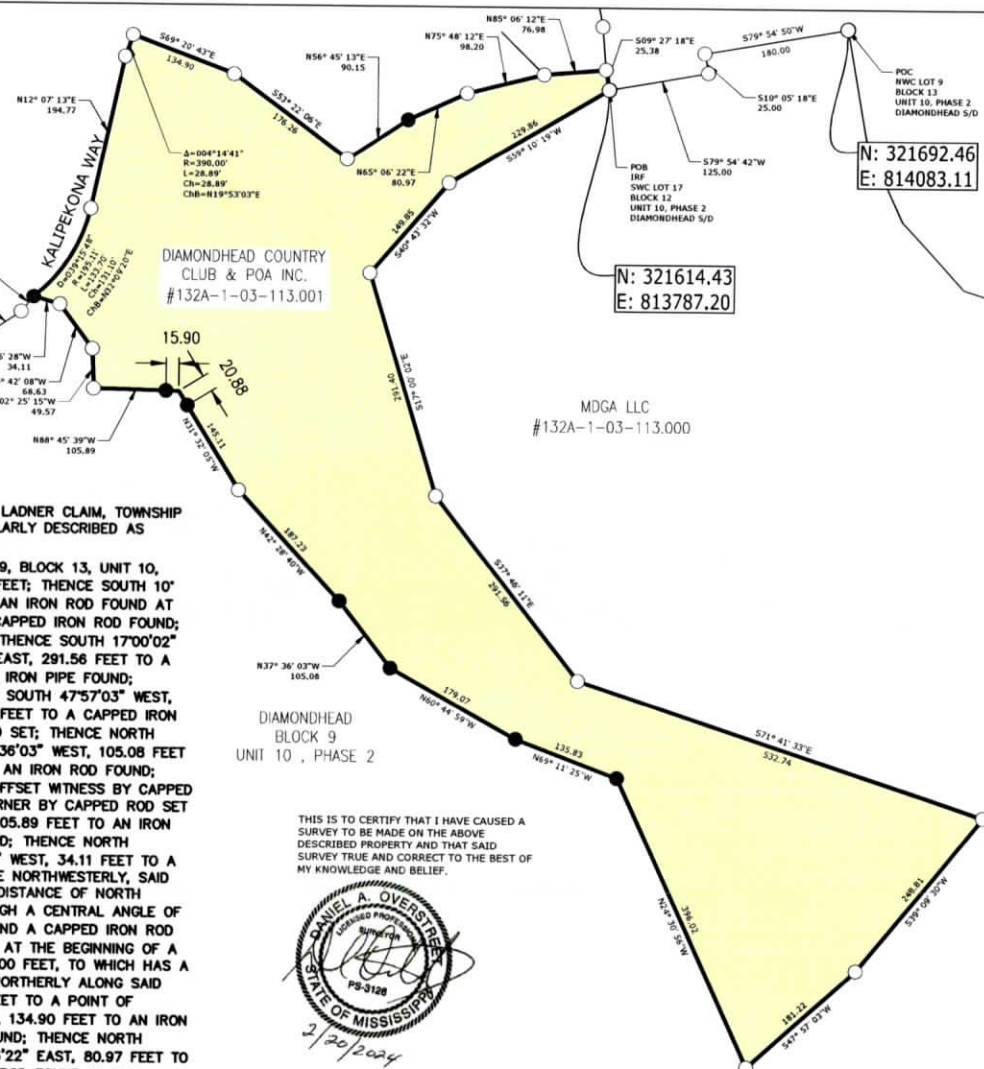
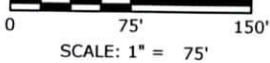
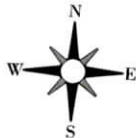
\_\_\_\_\_



EXHIBIT A

**GENERAL NOTES:**

1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.999950000 and a convergence angle of 00 degrees 00 minutes 00 seconds determined specifically for this project using G.P.S. methods from a base station located at N 19595.913, E 813140.499 obtained by an OPUS solution.
2. This survey was prepared without the benefit of a Title Search.
3. Date of this Mississippi Standards Class B Survey February 19, 2024.
4. A Property Description of even date herewith accompanies this Plat of Survey.
5. Reference material: all those deeds referenced hereon and recorded in the deed records, Hancock County, Mississippi.
6. ○ IRON ROD FOUND  
● IRON ROD SET



**LEGAL DESCRIPTION (TAX PARCEL NO 132A-1-03-113.001)**

A PARCEL OF LAND SITUATED IN DIAMONDHEAD, SECTION 2, AND THE JOHN B. LADNER CLAIM, TOWNSHIP 8 SOUTH RANGE 14 WEST, HANCOCK COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 13, UNIT 10, PHASE 2, DIAMONDHEAD SUBDIVISION; THENCE SOUTH 79° 54' 50" WEST, 180.00 FEET; THENCE SOUTH 10° 05' 18" EAST, 25.00 FEET; THENCE SOUTH 79° 54' 42" WEST, 125.00 FEET TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE SOUTH 59°10'19" WEST, 229.86 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 40°43'32" WEST, 149.85 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 17°00'02" EAST, 291.40 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 37°46'11" EAST, 291.56 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 71°41'33" EAST, 532.74 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 39°09'30" WEST, 248.81 FEET TO AN IRON ROD FOUND; THENCE SOUTH 47°57'03" WEST, 181.22 FEET TO AN IRON ROD FOUND; THENCE NORTH 24°30'56" WEST, 396.02 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 69°11'25" WEST, 135.83 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 60°44'59" WEST, 179.07 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 37°36'03" WEST, 105.08 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 42°28'40" WEST, 187.23 FEET TO AN IRON ROD FOUND; THENCE NORTH 31°32'05" WEST, 145.11 FEET TO A PROPERTY CORNER POINT (OFFSET WITNESS BY CAPPED ROD SET 20.88 FEET BEFORE THE CORNER ON LINE AND ANOTHER WITNESS CORNER BY CAPPED ROD SET BEARING NORTH 88°45'39" WEST, 15.90 FEET); THENCE NORTH 88°45'39" WEST, 105.89 FEET TO AN IRON ROD FOUND; THENCE NORTH 2°25'15" WEST, 49.57 FEET TO AN IRON ROD FOUND; THENCE NORTH 36°42'08" WEST, 88.83 FEET TO AN IRON ROD FOUND; THENCE NORTH 74°16'28" WEST, 34.11 FEET TO A CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 195.11 FEET, TO WHICH HAS A CHORD BEARING AND DISTANCE OF NORTH 32°09'20" EAST, 131.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°15'48" AN ARC DISTANCE OF 133.70 FEET TO A POINT OF NON-TANGENCY AND A CAPPED IRON ROD SET; THENCE NORTH 12°07'13" EAST, 194.77 FEET TO A CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 390.00 FEET, TO WHICH HAS A CHORD BEARING AND DISTANCE OF NORTH 19°53'03" EAST, 28.89 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°14'41" AN ARC DISTANCE OF 28.89 FEET TO A POINT OF NON-TANGENCY AND A CAPPED IRON ROD SET; THENCE SOUTH 69°20'43" EAST, 134.90 FEET TO AN IRON ROD FOUND; THENCE SOUTH 53°22'06" EAST, 176.26 FEET TO AN IRON ROD FOUND; THENCE NORTH 56°45'13" EAST, 90.15 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 65°06'22" EAST, 80.97 FEET TO AN IRON ROD FOUND; THENCE NORTH 75°48'12" EAST, 98.20 FEET TO AN IRON ROD FOUND IN PVC; THENCE NORTH 85°06'12" EAST, 78.98 FEET TO AN IRON ROD FOUND; THENCE SOUTH 92°18' EAST, 25.38 FEET TO THE POINT OF BEGINNING;

SAID PARCEL AREA CONTAINS 370,948.27 SQUARE FEET OR 8.51 ACRES, MORE OR LESS.

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY AND THAT SAID SURVEY TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DANIEL A. OVERSTREET  
MISSISSIPPI P.S. - 3128  
DATE OF FIELD SURVEY: 2-19-2024



2300 14TH STREET  
GULFPORT, MISSISSIPPI 39501  
Office: (228)396-0486

8.51 ACRE BOUNDARY SURVEY  
LOCATED IN SECTION 2/ JOHN B. LADNER CLAIM  
TOWNSHIP 8 SOUTH, RANGE 14 WEST  
HANCOCK COUNTY, MISSISSIPPI

DRAWN: --- CHECK: --- DATE: --- SCALE: 1" = --- SHEET: --- PROJ #: ---

## EXHIBIT "B"

LEGAL DESCRIPTION (TAX PARCEL NO 132A-1-03-113.001) A PARCEL OF LAND SITUATED IN DIAMONDHEAD, SECTION 2, AND THE JOHN B. LADNER CLAIM, TOWNSHIP 8 SOUTH RANGE 14 WEST, HANCOCK COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 9, BLOCK 13, UNIT 10, PHASE 2, DIAMONDHEAD SUBDIVISION; THENCE SOUTH 79° 54' 50" WEST, 180.00 FEET; THENCE SOUTH 10° WEST, 180.00 FEET; THENCE SOUTH 10° 05' 18" EAST, 25.00 FEET; THENCE SOUTH 79° 54' 42" WEST, 125.00 FEET TO AN IRON ROD FOUND AT EAST, 25.00 FEET; THENCE SOUTH 79° 54' 42" WEST, 125.00 FEET TO AN IRON ROD FOUND AT WEST, 125.00 FEET TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE SOUTH 59°10'19" WEST, 229.86 FEET TO A CAPPED IRON ROD FOUND; POINT OF BEGINNING; THENCE SOUTH 59°10'19" WEST, 229.86 FEET TO A CAPPED IRON ROD FOUND; ; THENCE SOUTH 59°10'19" WEST, 229.86 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 40°43'32" WEST, 149.85 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 17°00'02" EAST, 291.40 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 37°46'11" EAST, 291.56 FEET TO A CAPPED IRON ROD FOUND; THENCE SOUTH 71°41'33" EAST, 532.74 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 39°09'30" WEST, 248.81 FEET TO AN IRON ROD FOUND; THENCE SOUTH 47°57'03" WEST, 181.22 FEET TO AN IRON ROD FOUND; THENCE NORTH 24°30'56" WEST, 396.02 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 69°11'25" WEST, 135.83 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 60°44'59" WEST, 179.07 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 37°36'03" WEST, 105.08 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 42°28'40" WEST, 187.23 FEET TO AN IRON ROD FOUND; THENCE NORTH 31°32'05" WEST, 145.11 FEET TO A PROPERTY CORNER POINT (OFFSET WITNESS BY CAPPED ROD SET 20.88 FEET BEFORE THE CORNER ON LINE AND ANOTHER WITNESS CORNER BY CAPPED ROD SET BEARING NORTH 88°45'39" WEST, 15.90 FEET); THENCE NORTH 88°45'39" WEST, 105.89 FEET TO AN IRON WEST, 15.90 FEET); THENCE NORTH 88°45'39" WEST, 105.89 FEET TO AN IRON ROD FOUND; THENCE NORTH 2°25'15" WEST, 49.57 FEET TO AN IRON ROD FOUND; THENCE NORTH 36°42'08" WEST, 68.63 FEET TO AN IRON ROD FOUND; THENCE NORTH 74°16'28" WEST, 34.11 FEET TO A CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 195.11 FEET, TO WHICH HAS A CHORD BEARING AND DISTANCE OF NORTH 32°09'20" EAST, 131.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°15'48" AN ARC DISTANCE OF 133.70 FEET TO A POINT OF NON-TANGENCY AND A CAPPED IRON ROD SET; THENCE NORTH 12°07'13" EAST, 194.77 FEET TO A CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, SAID CURVE HAS A RADIUS OF 390.00 FEET, TO WHICH HAS A CHORD BEARING AND DISTANCE OF NORTH 19°53'03" EAST, 28.89 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°14'41" AN ARC DISTANCE OF 28.89 FEET TO A POINT OF NON-TANGENCY AND A CAPPED IRON ROD SET; THENCE SOUTH 69°20'43" EAST, 134.90 FEET TO AN IRON ROD FOUND; THENCE SOUTH 53°22'06" EAST, 176.26 FEET TO

AN IRON ROD FOUND; THENCE NORTH 56°45'13" EAST, 90.15 FEET TO A CAPPED IRON ROD SET; THENCE NORTH 65°06'22" EAST, 80.97 FEET TO AN IRON ROD FOUND; THENCE NORTH 75°48'12" EAST, 98.20 FEET TO AN IRON ROD FOUND IN PVC; THENCE NORTH 85°06'12" EAST, 76.98 FEET TO AN IRON ROD FOUND; THENCE SOUTH 9°27'18" EAST, 25.38 FEET TO THE POINT OF BEGINNING; SAID PARCEL AREA CONTAINS 370,948.27 SQUARE FEET OR 8.51 ACRES, MORE OR LESS.

LESS AND EXCEPT :

A parcel of land situated and being located in a part of Section 2, and the John B. Ladner Claim, Township 8 South, Range 14 West, City of Diamondhead, Hancock County, Mississippi and being more particularly described as follows, to-wit:

COMMENCING at a 3/4-inch iron rod marking the northeast corner of Lot 1, Block 10, DIAMONDHEAD, Unit 10, Phase 2, said point being on the southerly margin of Hoaka Lane; thence run North 24 degrees 23 minutes 14 seconds West along the easterly end of Hoaka Lane a distance of 35.07 feet to a 1/2-inch iron rod at the POINT OF BEGINNING of the parcel herein described;

Thence continue from said POINT OF BEGINNING, North 24 degrees 23 minutes 14 seconds West along the easterly end of Hoaka Lane a distance of 14.93 feet to a 3/4-inch iron rod at the southeast corner of Lot 26, Block 9, DIAMONDHEAD, Unit 10, Phase 2, said point being on the northerly margin of Hoaka Lane; thence run North 65 degrees 50 minutes 17 seconds East a distance of 46.77 feet to a 3/4-inch iron rod; thence run South 48 degrees 06 minutes 52 seconds West a distance of 49.03 feet to the POINT OF BEGINNING.

Said parcel contains 349 square feet, more or less.

ARTICLE 11. - TREE ORDINANCE<sup>[3]</sup>

Footnotes:

--- (3) ---

**Editor's note**— Ord. No. [2012-019.4](#), adopted October 1, 2019, in effect, repealed art. 11, §§ 11.1—11.8 and enacted a new art. 11 as set out herein. Former art. 11 pertained to similar subject matter.

11.1. - PURPOSE AND SCOPE.

The purpose of this Article is to provide for the protection and continuance of the heavy tree canopy that currently exists within the City of Diamondhead by prohibiting the unnecessary removal of mature protected trees upon private property. The provisions of this Article shall apply to all protected trees having a caliper diameter of six (6) inches or more as measured at five (5) feet above adjacent grade and growing on privately owned property. Protected trees are defined as Live Oak Trees (*Quercus virginiana*), ~~and~~ Southern Magnolia Trees (*Magnolia grandiflora*), American Holly (*Ilex opaca*), Bald Cypress (*Taxodium distichum*), Black Gum (*Nyssa sylvatica*), Pond Cypress (*Taxodium ascendens*), Sweet Gum (*Liquidambar styraciflua*), and White Oak (*Quercus alba*). This list may be expanded upon recommendation of the Planning & Zoning Commission with approval by the City Council.

It is further the scope of this Article to provide certain planting limitations to protect trees and the like from unnecessary trimming and to protect utility systems from damage and/or destruction due to tree growth.

(Ord. No. [2012-019.4](#), 10-1-2019)

11.2. - RESIDUAL TREE DENSITY.

11.2.1 *Number of Trees Based on Lot Size:*

SITE AREA (NET SQUARE FEET)	REQUIRED TREES
0 to 10,000 (approx. ¼ acre)	1 tree/1,000 sq. ft.
10,000 to 110,000 (approx. ¼—2.6 acres)	10 trees for first 10,000 sq. ft., plus 1 tree/2,500 sq. ft. over 10,000 sq. ft.
Over 110,000	50 trees for first 110,000 sq. ft., plus 1 tree/5,000 sq. ft. over 110,000 sq. ft.

11.2.2 *Tree Relocation or Replacement.* As a condition to the granting of a tree removal permit, the applicant may be required to:

1. Relocate those protected trees which would otherwise be destroyed to another location upon the site; or
2. Replace those protected trees which will be destroyed with suitable replacement trees elsewhere within the site; or

3. Replace those protected trees which will be destroyed with suitable replacement trees within a City right-of-way, easement, or public property, upon approval by the City Manager ~~and City Council~~.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.3. - PERMIT REQUIRED PRIOR TO TREE DESTRUCTION.

Except as provided and permitted herein, it shall be unlawful to cut down, remove, deface, burn, poison or take any other action that results ultimately in the destruction of any protected tree designated in this Article on private property which has a trunk diameter of at least six inches (6") when measured at a point five feet (5') above ground level from the base of such tree unless a proper permit is issued under the provisions of this Article.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.4. - PERMIT PROCESS.

Any person, firm, partnership, corporation, or other entity seeking permission to take any action which may result in the removal or destruction of a protected tree, as defined in this Article, shall first make application to the Zoning Administrator. An administrative fee of \$25.00 will be assessed to the applicant. If the Zoning Administrator determines a City Arborist is needed, the applicant must pay the City Arborist fee prior to the issuance of a permit to remove any protected tree.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.5. - PERMIT APPLICATION CONTENTS.

Any person, firm, partnership, corporation or other legal entity seeking permission to cut down, remove, deface, burn, poison, or take any other action that results ultimately in the destruction of any protected tree designated in this Article shall first make written application to the Zoning Administrator which shall contain the following information:

- A. The plat map describing the property on which the protected tree or trees are located naming streets adjacent to the property and showing the location of the protected tree or trees on said plat. The map may be prepared by the petitioner (compass direction shall be shown on the map). The map shall be legible.
- B. Protected trees to be affected shall be so denoted on the map by a circle and numbered in sequence so that they may be identified by the same code with any written material accompanying the map. Protected trees must be listed by species.
- C. An explanation or description of the work or alteration to be performed on each protected tree and the reasons therefore.
- D. The name, legal residence, mailing address, email address, and phone number of the property owner making the request and the same information of the person or firm doing the work.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.6. - APPLICATION REVIEW.

11.6.1 *Standard of Review.* The Zoning Administrator shall review the application and, in his discretion, may consult with the City Arborist in reaching the decision of whether to grant or deny the application. In reviewing the application, the following criteria shall be taken into consideration:

- A. The health of the protected tree or trees, if proposed to be removed for health reasons.
- B. The location of any buildings or appurtenances existing or proposed upon a piece of property, and whether or not a more suitable design or location is available to avoid removing a protected tree.
- C. The effects an existing protected tree is having or is expected to have upon buildings or appurtenances existing on the property.
- D. The species of the tree.
- E. Other conditions that may be unique to the situation revealed in the application, including the economic hardship that would be imposed upon the applicant were the permit denied.

11.6.2 *Appeals Process.* The Zoning Administrator shall receive and review applications for any work proposed to be done which may result in destruction of any protected tree or trees covered by this Article. An applicant may appeal the Zoning Administrator's decision within ten days to the Planning and Zoning Commission. The Planning and Zoning Commission's finding shall be final.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.7. - VARIANCE PROCEDURE.

*See City of Diamondhead Code of Ordinances Section 2.6.1—2.6.7—Variance Procedures*

Section 11.7 shall be known as the Variance Procedure. This procedure is intended to provide relief from the terms of the Tree Ordinance when, because of special circumstances applicable to the property, the strict application of the Tree Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification, and to ensure that any adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the district in which such property is situated.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.8. - TREES ON PUBLIC PROPERTY.

All trees of any kind, regardless of size, located on public property belonging to the City of Diamondhead shall not be removed, cut down or destroyed by any means except upon action of the City Manager. The City Manager shall report the removal or destruction of protected trees on public property in his/her City Manager's Report to the City Council.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.9. - EXEMPTION FOR PUBLIC UTILITIES.

Any public utility operating within the City of Diamondhead may, upon order of the City Manager, be exempt from the provisions of this Ordinance, upon a finding that the services provided by them are necessary for the general health, safety and welfare of the citizens of the City of Diamondhead, but such cutting, removal, defacing, burning, poisoning or taking of any other action that would ultimately result in the destruction of any protected tree designated in this Ordinance shall be limited to the amount necessary in order to provide such utility.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.10. - PLANTINGS NOT TO INTERFERE WITH UTILITIES.

It shall be unlawful for any tree or shrub to be planted in close proximity to an overhead utility such that said planting will come into conflict with and potentially damage or destroy said utility.

It is the intent of this Section that plantings occur in such a location that they achieve mature height without the necessity of trimming or pruning to avoid overhead utility lines, thus destroying the symmetry of the planting.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.11. - PROHIBITED ACTS.

It shall be unlawful to "clear cut," or remove all trees, regardless of size or species, from a parcel of property. Any person, firm, partnership, corporation or other entity that clear cuts a parcel of property shall be subject to the penalties listed in Section 11.12 of this Ordinance.

**11.11.1. – TREE PROTECTION.** Trees identified on an approved landscaping plan, subdivision plat, or site plan to be retained shall utilize the following protection methods:

11.11.1.1 Install four-foot high perimeter fencing at the extreme outer edge of the dripline.

11.11.1.2. Perimeter fencing located within 50 feet of any building footprint, unless approved by the Building Official, shall be constructed of materials equivalent to those used for silt fencing.

11.11.1.3. There shall be no activity of any kind inside the perimeter other than hand-brush clearing.

11.11.1.4. No land clearing or building permits shall be issued until the perimeter of all protected trees and tree groves have been properly fenced.

11.11.1.5. Grates or other pervious surfaces shall be utilized within the dripline of existing trees to allow water and air to reach the tree roots.

11.11.1.6. Fill (other than soil disturbance) shall be prohibited, as well as any vehicle traffic or material storage in areas under the dripline of trees to be protected.

11.11.1.7. Drastic changes in drainage patterns which may negatively affect existing trees shall be avoided.

11.11.1.8. Any person who intentionally damages a protected tree shall be in violation of this article and subject to the penalties prescribed herein below in Section 11.12.

11.11.1.9. The removal of the protected fencing, or encroachment into the area, without explicit approval of the property owner or his designated agent, shall be punishable by a fine up to the replacement value of the tree(s) involved. Replacement value shall be determined by a method approved by the International Society of Arboriculture (ISA). This applies to any person or entity, public or private.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.12. - PENALTIES.

Any person, partnership, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to the maximum fine allowed by law and the cost of prosecution or in default of the payment thereof, shall be punished by imprisonment for a period not to exceed thirty (30) days for each offense, or by both such fine and imprisonment in the discretion of the Court, together with the cost of such prosecution (Sec. 1-14.—General Penalty).

##### 11.12.1. – PRIOR TREE REMOVAL.

11.12.1.1. Prior removal of protected trees. If a site is cleared or protected trees removed prior to obtaining subdivision or site plan approval, or if done without a tree survey or permit, then any development application for the site shall be denied for up to 24 months except as authorized below:

- a. A request for site plan approval within the 24 month time frame may, however, be considered if the proposed site plan incorporates a reforestation plan that results in a future canopy coverage of 40 percent of the site and pays a fine of \$500.00 per acre of trees cleared and \$1,000.00 per each protected tree removed.
- b. The square foot percentage of canopy area required for reforestation shall be based on the total area of the property less the square footage dedicated to any building footprints, streets, driveways, sidewalks, pathways, or utility easements.

(Ord. No. [2012-019.4](#), 10-1-2019)

#### 11.13. - CONFLICT WITH OTHER LAWS.

Whenever the requirements of this Article are at variance with the requirements of any other lawfully adopted rules, regulations or ordinances, the most restrictive or that imposing the higher standards shall govern.

This Ordinance, having been unanimously adopted shall become effective 30 days upon the adoption thereof, with a single publication of the ordinance prior to becoming effective and being recorded and published in the ordinance book in the same manner as required by State Law of other ordinances.

(Ord. No. [2012-019.4](#), 10-1-2019)



A TEXT AMENDMENT TO THE ZONING ORDINANCE AMENDING  
Article XI – Tree Ordinance

A resolution of the Mayor and City Council of the City of Diamondhead amending Ordinance No. 2012-019 Article 11 – Tree Ordinance.

WHEREAS, the current language is as follows: See attached Exhibit A.

WHEREAS, the proposed text amendment is as follows: Section 11.1 – Purpose and Scope, Section 11.1 add additional protected trees, add new Section 11.11.1 - Tree Protection and add new Section 11.12.1 - Prior Tree Removal. See items in red in attached Exhibit A.

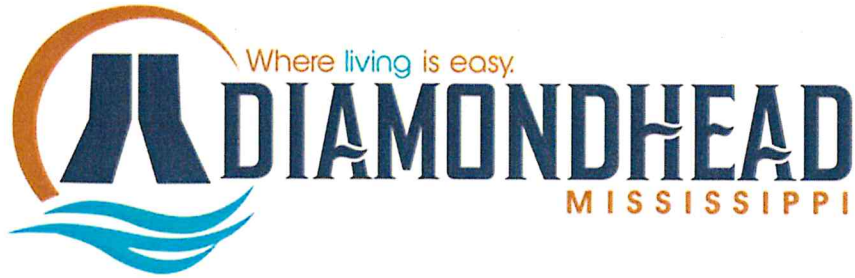
NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City Council adopted the proposed text amendment as stated above.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 5TH DAY OF MARCH, 2024.

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

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

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



TO: City Council and City Manager

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

DATE: March 1, 2024

SUBJECT: Recommendation from the Planning Commission for a Text Amendment to the Tree Ordinance

The text amendment the Tree Ordinance will:

- Add 6 trees to the protected list.
- Add tree protection with specific requirements for individual lots and developments.
- Add penalties for tree removal prior to obtaining subdivision or site plan approval. Up to 24-month halt to development activities or fine of \$500 per acre and \$1,000 per protected tree removed.

At its meeting on February 27, 2024, the Planning Commission voted 4-0 to recommend approving the Text Amendment.



Commissioner Bennett  
Commissioner Brewer  
Commissioner Debrow  
Commissioner Flowers  
Commissioner Harwood  
Commissioner Layel  
Commissioner Nicaud

# AGENDA

## PLANNING AND ZONING COMMISSION

Tuesday, February 27, 2024  
6:00 PM CST  
Council Chambers, City Hall  
and via teleconference, if necessary

### Call to Order

### Statement of Purpose

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

### Pledge of Allegiance

### Roll Call

### Confirmation or Adjustments to Agenda

### Approval of Minutes

2. Approval of January 23, 2024 minutes.

### New Business

*Pass as Amended 4-0*

3. Public hearing on a proposed Text Amendment to the Tree Ordinance Article 11. – General Requirements and Restrictions. The Case File Number is 202300337.

### Unfinished Business

### Open Public Comments to Non-Agenda Items

### Commissioners' Comments

### Communication / Announcements

4. The next City Council meeting is Tuesday, March 5, 2024.  
The next Planning Commission meeting is Tuesday, March 26, 2024.

### Adjourn or Recess

PART II - CODE OF ORDINANCES  
Appendix A - ZONING  
ARTICLE 11. TREE ORDINANCE

## ARTICLE 11. TREE ORDINANCE<sup>1</sup>

### 11.1. PURPOSE AND SCOPE.

The purpose of this Article is to provide for the protection and continuance of the heavy tree canopy that currently exists within the City of Diamondhead by prohibiting the unnecessary removal of mature protected trees upon private property. The provisions of this Article shall apply to all protected trees having a caliper diameter of six (6) inches or more as measured at five (5) feet above adjacent grade and growing on privately owned property. Protected trees are defined as Live Oak Trees (*Quercus virginiana*) and Southern Magnolia Trees (*Magnolia grandiflora*) as well as trees with the following common names: American Holly; Bald Cypress, Black Gum, Sweet Gum, and White Oak. This list may be expanded upon recommendation of the Planning & Zoning Committee with approval by the City Council.

It is further the scope of this Article to provide certain planting limitations to protect trees and the like from unnecessary trimming and to protect utility systems from damage and/or destruction due to tree growth.

(Ord. No. 2012-019.4 , 10-1-2019)

### 11.2. RESIDUAL TREE DENSITY.

#### 11.2.1 Number of Trees Based on Lot Size:

SITE AREA (NET SQUARE FEET)	REQUIRED TREES
0 to 10,000 (approx. ¼ acre)	1 tree/1,000 sq. ft.
10,000 to 110,000 (approx. ¼—2.6 acres)	10 trees for first 10,000 sq. ft., plus 1 tree/2,500 sq. ft. over 10,000 sq. ft.
Over 110,000	50 trees for first 110,000 sq. ft., plus 1 tree/5,000 sq. ft. over 110,000 sq. ft.

11.2.2 *Tree Relocation or Replacement.* As a condition to the granting of a tree removal permit, the applicant may be required to:

1. Relocate those protected trees which would otherwise be destroyed to another location upon the site; or
2. Replace those protected trees which will be destroyed with suitable replacement trees elsewhere within the site; or
3. Replace those protected trees which will be destroyed with suitable replacement trees within a City right-of-way, easement, or public property, upon approval by the City Manager and City Council.

(Ord. No. 2012-019.4 , 10-1-2019)

<sup>1</sup>Editor's note(s)—Ord. No. 2012-019.4 , adopted October 1, 2019, in effect, repealed art. 11, §§ 11.1—11.8 and enacted a new art. 11 as set out herein. Former art. 11 pertained to similar subject matter.

### 11.3. PERMIT REQUIRED PRIOR TO TREE DESTRUCTION.

Except as provided and permitted herein, it shall be unlawful to cut down, remove, deface, burn, poison or take any other action that results ultimately in the destruction of any protected tree designated in this Article on private property which has a trunk diameter of at least six inches (6") when measured at a point five feet (5') above ground level from the base of such tree unless a proper permit is issued under the provisions of this Article.

(Ord. No. 2012-019.4 , 10-1-2019)

### 11.4. PERMIT PROCESS.

Any person, firm, partnership, corporation, or other entity seeking permission to take any action which may result in the removal or destruction of a protected tree, as defined in this Article, shall first make application to the Zoning Administrator. An administrative fee of \$25.00 will be assessed to the applicant. If the Zoning Administrator determines a City Arborist is needed, the applicant must pay the City Arborist fee prior to the issuance of a permit to remove any protected tree.

(Ord. No. 2012-019.4 , 10-1-2019)

### 11.5. PERMIT APPLICATION CONTENTS.

Any person, firm, partnership, corporation or other legal entity seeking permission to cut down, remove, deface, burn, poison, or take any other action that results ultimately in the destruction of any protected tree designated in this Article shall first make written application to the Zoning Administrator which shall contain the following information:

- A. The plat map describing the property on which the protected tree or trees are located naming streets adjacent to the property and showing the location of the protected tree or trees on said plat. The map may be prepared by the petitioner (compass direction shall be shown on the map). The map shall be legible.
- B. Protected trees to be affected shall be so denoted on the map by a circle and numbered in sequence so that they may be identified by the same code with any written material accompanying the map. Protected trees must be listed by species.
- C. An explanation or description of the work or alteration to be performed on each protected tree and the reasons therefore.
- D. The name, legal residence, mailing address, email address, and phone number of the property owner making the request and the same information of the person or firm doing the work.

(Ord. No. 2012-019.4 , 10-1-2019)

### 11.6. APPLICATION REVIEW.

11.6.1 *Standard of Review.* The Zoning Administrator shall review the application and, in his discretion, may consult with the City Arborist in reaching the decision of whether to grant or deny the application. In reviewing the application, the following criteria shall be taken into consideration:

- A. The health of the protected tree or trees, if proposed to be removed for health reasons.
- B. The location of any buildings or appurtenances existing or proposed upon a piece of property, and whether or not a more suitable design or location is available to avoid removing a protected tree.

(Supp. No. 5)

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- C. The effects an existing protected tree is having or is expected to have upon buildings or appurtenances existing on the property.
- D. The species of the tree.
- E. Other conditions that may be unique to the situation revealed in the application, including the economic hardship that would be imposed upon the applicant were the permit denied.

11.6.2 *Appeals Process.* The Zoning Administrator shall receive and review applications for any work proposed to be done which may result in destruction of any protected tree or trees covered by this Article. An applicant may appeal the Zoning Administrator's decision within ten days to the Planning and Zoning Commission. The Planning and Zoning Commission's finding shall be final.

(Ord. No. 2012-019.4 , 10-1-2019)

**11.7. VARIANCE PROCEDURE.**

*See City of Diamondhead Code of Ordinances Section 2.6.1—2.6.7—Variance Procedures*

Section 11.7 shall be known as the Variance Procedure. This procedure is intended to provide relief from the terms of the Tree Ordinance when, because of special circumstances applicable to the property, the strict application of the Tree Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification, and to ensure that any adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and the district in which such property is situated.

(Ord. No. 2012-019.4 , 10-1-2019)

**11.8. TREES ON PUBLIC PROPERTY.**

All trees of any kind, regardless of size, located on public property belonging to the City of Diamondhead shall not be removed, cut down or destroyed by any means except upon action of the City Manager. The City Manager shall report the removal or destruction of protected trees on public property in his/her City Manager's Report to the City Council.

(Ord. No. 2012-019.4 , 10-1-2019)

**11.9. EXEMPTION FOR PUBLIC UTILITIES.**

Any public utility operating within the City of Diamondhead may, upon order of the City Manager, be exempt from the provisions of this Ordinance, upon a finding that the services provided by them are necessary for the general health, safety and welfare of the citizens of the City of Diamondhead, but such cutting, removal, defacing, burning, poisoning or taking of any other action that would ultimately result in the destruction of any protected tree designated in this Ordinance shall be limited to the amount necessary in order to provide such utility.

(Ord. No. 2012-019.4 , 10-1-2019)

**11.10. PLANTINGS NOT TO INTERFERE WITH UTILITIES.**

It shall be unlawful for any tree or shrub to be planted in close proximity to an overhead utility such that said planting will come into conflict with and potentially damage or destroy said utility.

It is the intent of this Section that plantings occur in such a location that they achieve mature height without the necessity of trimming or pruning to avoid overhead utility lines, thus destroying the symmetry of the planting.

(Ord. No. 2012-019.4 , 10-1-2019)

### 11.11. PROHIBITED ACTS.

It shall be unlawful to "clear cut," or remove all trees, regardless of size or species, from a parcel of property. Any person, firm, partnership, corporation or other entity that clear cuts a parcel of property shall be subject to the penalties listed in Section 11.12 of this Ordinance.

(Ord. No. 2012-019.4 , 10-1-2019)

#### 11.11.1. – TREE PROTECTION.

Trees identified on an approved landscaping plan, subdivision plat, or site plan to be retained shall utilize the following protection methods:

11.11.1.1 Install four-foot high perimeter fencing at the extreme outer edge of the dripline.

11.11.1.2. Perimeter fencing located within 50 feet of any building footprint, unless approved by the Building Official, shall be constructed of materials equivalent to those used for silt fencing.

11.11.1.3. There shall be no activity of any kind inside the perimeter other than hand-brush clearing.

11.11.1.4. No land clearing or building permits shall be issued until the perimeter of all protected trees and tree groves have been properly fenced.

11.11.1.5. Grates or other pervious surfaces shall be utilized within the dripline of existing trees to allow water and air to reach the tree roots.

11.11.1.6. Fill (other than soil disturbance) shall be prohibited, as well as any vehicle traffic or material storage in areas under the dripline of trees to be protected.

11.11.1.7. Drastic changes in drainage patterns which may negatively affect existing trees shall be avoided.

11.11.1.8. Any person who intentionally damages a protected tree shall be in violation of this article and subject to the penalties prescribed herein below in Section 11.12.

11.11.1.9. The removal of the protected fencing, or encroachment into the area, without explicit approval of the property owner or his designated agent, shall be punishable by a fine up to the replacement value of the tree(s) involved. Replacement value shall be determined by a method approved by the International Society of Arboriculture (ISA). This applies to any person or entity, public or private.

### 11.12. PENALTIES.

Any person, partnership, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to the maximum fine allowed by law and the cost of prosecution or in default of the payment thereof, shall be punished by imprisonment for a period not to exceed thirty (30) days for each offense, or by both such fine and imprisonment in the discretion of the Court, together with the cost of such prosecution (Sec. 1-14. —General Penalty).

(Ord. No. 2012-019.4 , 10-1-2019)

**11.12.1. – PRIOR TREE REMOVAL.**

11.12.1.1. Prior removal of significant, specimen and/or heritage trees. If a site is cleared or significant, specimen or heritage trees removed prior to obtaining subdivision or site plan approval, or if done without a tree survey or permit, then any development application for the site shall be denied for up to 24 months except as authorized below:

- a. A request for site plan approval within the 24 month time frame may, however, be considered if the proposed site plan incorporates a reforestation plan that results in a future canopy coverage of 40 percent of the site or the applicant agrees to contribute to the tree escrow account equal to the cost of implementing the reforestation plan or a combination of both; and pays a fine of \$500.00 per acre of trees cleared and \$1,000.00 per each heritage tree removed.
- b. The square foot percentage of canopy area required for reforestation shall be based on the total area of the property less the square footage dedicated to any building footprints, streets, driveways, sidewalks, pathways, or utility easements.

**11.13. CONFLICT WITH OTHER LAWS.**

Whenever the requirements of this Article are at variance with the requirements of any other lawfully adopted rules, regulations or ordinances, the most restrictive or that imposing the higher standards shall govern.

This Ordinance, having been unanimously adopted shall become effective 30 days upon the adoption thereof, with a single publication of the ordinance prior to becoming effective and being recorded and published in the ordinance book in the same manner as required by State Law of other ordinances.

(Ord. No. 2012-019.4 , 10-1-2019)

Note: Add revision dates for those sections changed or added.



Enter ON-Line  
Answers

**Pat Rich**

---

**From:** Clark Garrett <biggs Garrett@gmail.com>  
**Sent:** Monday, February 5, 2024 10:27 PM  
**To:** Pat Rich  
**Subject:** tree ordinance

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

Following are my comments on the proposed tree ordinance:

11.1 Broaden the list of protected trees to include: All oaks( particularly Black Oak, Blackjack, Blujack, Bluff,Cherrybark, Chinkapin,Duran, Dwarf Live, Laurel , Overcup, Post,Sand Live and Sand Post, Scarlett, Shumard, Southern Red, Swamp Chestnut, Turkey)

Also : Red Mulberry, Water and Swamp Tupelos, Shell and Shagbark Hickories, Sassafras, any of the cherry trees,

11.4 Clarify when an arborist would be needed.

11.8 The city manager needs to report the need for tree removal to the city council prior to the act.

11.12 What is the maximum fine allowed by law? <sup>up to</sup> \$1K and/or 90 days

11.12.1 This penalty has little decentification for a developer. If a developer clearcuts and replants, there is no requirement for them to maintain the trees to viability. The penalty needs to be much greater.

Thank you for all you do,  
 Von Biggs

**Pat Rich**

---

**From:** Clark Garrett <biggs Garrett@gmail.com>  
**Sent:** Tuesday, February 6, 2024 7:44 AM  
**To:** Pat Rich  
**Subject:** elms trees

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

Oops, forgot to include elms on the list of trees to be included as protected.  
I would go for protecting them all but that likely wouldn't fly.  
Thank you, Von

**Pat Rich**

---

**From:** Clark Garrett <biggsgarrett@gmail.com>  
**Sent:** Tuesday, February 6, 2024 10:30 AM  
**To:** Pat Rich  
**Subject:** trees

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

Hi Pat,

Me again. Unfortunately the recent tree incident in Biloxi is proof these developers are not able/ willing to comply with the ordinances. We need someone on site with them to babysit and be sure they are not going to do an "oops, sorry". A huge fine , jail time - extreme measures need to be taken to preserve our trees.

Thanks again,  
Von

**Pat Rich**

---

**From:** Jane Parrish <jparrish46@gmail.com>  
**Sent:** Sunday, February 25, 2024 4:19 PM  
**To:** Pat Rich  
**Cc:** Nancy Depreo  
**Subject:** Prior To Tree Removal - Tree Permit

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

Mr. Rich,

During the Ward Meeting on Saturday, Feb. 24, 2024, there was much discussion about clearing trees on properties prior to building. Below is our suggestion which was supported during that meeting:

Builders/Contractors must be issued a Tree Permit before being issued a Building Permit. Both permits must be posted in a prominent or conspicuous place on the property so they can be seen from the road. Both permits must remain posted in this manner until the build is complete and passes inspection.

Rationale: Allows inspection of property by City of Diamondhead officials before any trees are cut, ends clear cutting, ends removal of protected trees.

Appreciate your attention to this request.

William and Jane Parrish  
Diamondhead Residents

**Pat Rich**

---

**From:** Brian F. LeBourgeois <bfl@llynk.com>  
**Sent:** Monday, February 26, 2024 11:02 AM  
**To:** Pat Rich  
**Cc:** Jon McCraw; Tammy Garber; Nancy Depreo  
**Subject:** RE: Comments to the Proposed Tree Ordinance. - Thank you!

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

Thank you

BTW the original ordinance has the genus of the trees listed:

**Quercus virginiana**

**Magnolia grandiflora**

When the final list of trees is chosen these should be added to the final clean up of the ordinance.

**Brian F. LeBourgeois, VP**  
LLB Consulting, Inc.  
1615 Poydras Street  
Suite 1280  
New Orleans, LA 70112  
(504)598-1455  
[bfl@llynk.com](mailto:bfl@llynk.com)

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**From:** Pat Rich [mailto:prich@diamondhead.ms.gov]  
**Sent:** Monday, February 26, 2024 10:46 AM  
**To:** Brian F. LeBourgeois <bfl@llynk.com>  
**Cc:** Jon McCraw <JMcCraw@diamondhead.ms.gov>; Tammy Garber <tgarber@diamondhead.ms.gov>; Nancy Depreo <NDepreo@diamondhead.ms.gov>  
**Subject:** RE: Comments to the Proposed Tree Ordinance. - Thank you!

Thank you for your comments and suggestions. Will be presented to the Planning Commission tomorrow night.

J. Pat Rich  
Development Coordinator

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
228-242-1613

**From:** Brian F. LeBourgeois <[bfl@llynk.com](mailto:bfl@llynk.com)>  
**Sent:** Sunday, February 25, 2024 2:17 PM  
**To:** Pat Rich <[prich@diamondhead.ms.gov](mailto:prich@diamondhead.ms.gov)>  
**Cc:** Jon McCraw <[JMcCraw@diamondhead.ms.gov](mailto:JMcCraw@diamondhead.ms.gov)>; Tammy Garber <[tgarber@diamondhead.ms.gov](mailto:tgarber@diamondhead.ms.gov)>; Nancy Depreo <[NDepreo@diamondhead.ms.gov](mailto:NDepreo@diamondhead.ms.gov)>  
**Subject:** Comments to the Proposed Tree Ordinance. - Thank you!

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

Mr. Rich:

I have attached a PDF document incorporating the proposed language and my suggested changes.

I have screen snipped the sections to ensure that my suggested changes are clear.

Section 11 needs to increase the genus of the trees and not simply limit to specific trees for instance (Bald Cypress). All cypress trees should be included. Also Loblolly pines should be included.

11.1. PURPOSE AND SCOPE.

The purpose of this Article is to provide for the protection and continuance of the heavy tree canopy that currently exists within the City of Diamondhead by prohibiting the unnecessary removal of mature protected trees upon private property. The provisions of this Article shall apply to all protected trees having a caliper diameter of six (6) inches or more as measured at five (5) feet above adjacent grade and growing on privately owned property. Protected trees are defined as Live Oak Trees (*Quercus virginiana*) and Southern Magnolia Trees (*Magnolia grandiflora*) as well as trees with the following common names: ~~Loblolly Pine~~, ~~American Holly~~, ~~Bald Cypress~~, ~~Black Gum~~, ~~Sweet Gum~~, and ~~White Oak~~. This list may be expanded upon recommendation of the Planning & Zoning Committee with approval by the City Council. |

It is further the scope of this Article to provide certain planting limitations to protect trees and the like from unnecessary trimming and to protect utility systems from damage and/or destruction due to tree growth.

(Ord. No. 2012-019.4, 10-1-2019)

Any public tree should be treated like any other public property. They can be valued by arborists if nothing else by their value as firewood and if they are destroyed the taxpayers need to be compensated for the loss.

(Ord. No. 2012-019.4, 10-1-2019)

11.8. TREES ON PUBLIC PROPERTY.

All trees of any kind, regardless of size, located on public property belonging to the City of Diamondhead shall not be removed, cut down or destroyed by any means except upon action of the City Manager. The City Manager shall report the removal or destruction of protected trees on public property in his/her City Manager's Report to the City Council. In the event that any such tree on public property is destroyed without prior written approval the individual(s) responsible for such action shall be required to replace the tree at their sole cost and /or reimburse the City of Diamondhead for value of such tree. The value of the tree shall be determined by an independent 3<sup>rd</sup> party selected by the City of Diamondhead. In this instance the City of Diamondhead shall authorized to use appropriate legal means to enforce its rights in the matter. |

Any tree that was in place before any utility company installed their equipment should be protected since the utility clearly saw the tree and knew it existed. The utility company should at the very least pay for the value of a tree they destroy or replant another tree of the same species somewhere nearby. Just as property owners should not plant trees that interfere with existing utility equipment the utility has duty to anticipate the placement of their equipment.

(Ord. No. 2012-019.4, 10-1-2019)

11.9. EXEMPTION FOR PUBLIC UTILITIES.

Any public utility operating within the City of Diamondhead may, upon order of the City Manager, be exempt from the provisions of this Ordinance, upon a finding that the services provided by them are necessary for the general health, safety and welfare of the citizens of the City of Diamondhead, but such cutting, removal, defacing, burning, poisoning or taking of any other action that would ultimately result in the destruction of any protected tree designated in this Ordinance shall be limited to the amount necessary in order to provide such utility. If it can be

(Supp. No. 5)

Ordinance 2012-019.4

In the event that anyone cannot follow the rules regarding protected trees any and all licenses and permits issued by the City of Diamondhead issues to that person or entity should be suspended until the incident and activity can be reviewed. The building permit should be suspended for a year commencing upon the final investigation.

11.11.1. – TREE PROTECTION

Trees identified on an approved landscaping plan, subdivision plat, or site plan to be retained shall utilize the following protection methods:

- 11.11.1.1. Install four-foot high perimeter fencing at the extreme outer edge of the dripline.
- 11.11.1.2. Perimeter fencing located within 50 feet of any building footprint, unless approved by the Building Official shall be constructed of materials equivalent to those used for silt fencing.
- 11.11.1.3. There shall be no activity of any kind inside the perimeter other than hand-brush clearing.
- 11.11.1.4. No land clearing or building permits shall be issued until the perimeter of all protected trees and tree groves have been properly fenced.
- 11.11.1.5. Grates or other pervious surfaces shall be utilized within the dripline of existing trees to allow water and air to reach the tree roots.
- 11.11.1.6. Fill (other than soil disturbance) shall be prohibited, as well as any vehicle traffic or material storage in areas under the dripline of trees to be protected.
- 11.11.1.7. Drastic changes in drainage patterns which may negatively affect existing trees shall be avoided.
- 11.11.1.8. Any person who intentionally damages a protected tree shall be in violation of this article and subject to the penalties prescribed herein below in Section 11.12.
- 11.11.1.9. The removal of the protected fencing, or encroachment into the area, without explicit approval of the property owner or his designated agent, shall be punishable by a fine up to the replacement value of

any of the provis  
Ordinance shall  
misdemeanor and  
conviction thereo  
subject to the ma  
allowed by law a  
prosecution or in  
payment thereof,  
punished by imp  
period not to exc  
days for each off  
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(Ord. No. 2012-0  
2019)  
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11.12.1. – PRIOR TREE REMOVAL

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11.12.1.1. Prior removal of significant, specimen and/or heritage trees. If a site is cleared or significant specimen or heritage trees removed prior to obtaining subdivision or site plan approval, or if done without a tree survey or permit, then any City of Diamondhead permits issued to person or entity owning the property including the building permit issued for the development site shall be suspended for 12 months. Further development application for the site shall be denied for up to 24 months except as authorized below:

- a. A request for site plan approval within the 24 month time frame may, however, be considered if the proposed site plan incorporates a reforestation plan that results in a future canopy coverage of 40 percent of the site or the applicant agrees to contribute to the tree escrow account equal to the estimated value of the destroyed tree as determined by an independent 3<sup>rd</sup> party arborist and cost of implementing the reforestation plan or a combination of both; and pays a fine of \$500.00 per acre of trees cleared and \$1,000.00 per each heritage tree removed.
- b. The square foot percentage of canopy area required for reforestation shall be based on the total area of the property less the square footage dedicated to any building footprints, streets, driveways, sidewalks, pathways, or utility easements as originally requested in the approved development application. In event shall the square footage be less than that contained in the approved



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**Brian F. LeBourgeois, CFF**  
77109 Golf Club Drive  
Diamondhead, MS 39525  
Voice: (504) 812-6024

Mail to: [brian.lebourgeois@gmail.com](mailto:brian.lebourgeois@gmail.com)

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**Pat Rich**

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**From:** Ashley Boone  
**Sent:** Monday, February 26, 2024 1:02 PM  
**To:** Pat Rich; Jon McCraw  
**Subject:** FW: Form submission from: Contact Us

*Ashley Boone*

Public Works Clerk  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

Phone 228-222-4626  
Fax 228-222-4390

**From:** Diamondhead Mississippi <[diamondhead-ms@municodeweb.com](mailto:diamondhead-ms@municodeweb.com)>  
**Sent:** Monday, February 26, 2024 12:53 PM  
**To:** info <[info@diamondhead.ms.gov](mailto:info@diamondhead.ms.gov)>  
**Subject:** Form submission from: Contact Us

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

Submitted on Monday, February 26, 2024 - 12:52pm

Submitted by anonymous user: 45.31.205.235

Submitted values are:

First Name Clare  
Last Name Hanson  
Email [wonderbob36@gmail.com](mailto:wonderbob36@gmail.com)  
Question/Comment  
Tree Ordinance

It concerns me that the penalties for violating the tree ordinances are very limited and subject to not being enforced/money being passed under the table, etc.to overlook the violation. A fine of \$1,000 is nothing to a developer - it's peanuts to them.. The penalties need to have much stronger teeth to them. I don't trust the developers to follow the ordinances.

The results of this submission may be viewed at:

**Pat Rich**

---

**From:** Piji White <pijipiercew45@gmail.com>  
**Sent:** Monday, February 26, 2024 3:07 PM  
**To:** Pat Rich  
**Subject:** Tree Ordinance

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

**ENFORCE** Bany ordinances in place!!!  
**REVOKE** Developer/Builders licenses who do not “ Play by the rules”

Our beautiful Diamondhead is being turned into a boring Suburb.. you and your council are in a unique position to protect and preserve the integrity and beauty of Diamondhead. Please use your title , position and influence to secure the natural beauty of our Unique City.  
Thank you.

Agenda Item #2023~~4~~ - 065

City of Diamondhead, MS  
Request for Council Action

TO: Members of Council  
FROM: Mayor Depreo

Ordinance  
  Resolution  
  Agreement  
  Info Only  
  Work Session  
  Other

AGENDA LOCATION:  
  Consent Agenda  
  Regular Agenda

AGENDA DATE REQUESTED  

ORDINANCE/RESOLUTION CAPTION:

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

Motion to appoint William D. Parrish to the Planning and Zoning Commission to fill the vacant seat that expires in March 2026.

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

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



February 15, 2024

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

**Re: Bid Award Recommendation  
Kaleki Way Drainage Project  
City of Diamondhead**

Dear Mr. McCraw:

Per your authorization, five (5) bids were received on February 8, 2024, for the subject project.

Upon further review, the bids submitted were responsive and tabulated with only minor mathematical or typographical errors identified and corrected.

Therefore, we recommend the City of Diamondhead award the Base Bid to LJ Construction, Inc. for \$719,320.31 for the Kaleki Way Drainage Project.

We appreciate the opportunity to provide these services to the City of Diamondhead. If you have any questions on this recommendation, please contact me at 228-396-0486.

Sincerely,  
**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

Andrew Levens, P.E.  
Engineering Manager



Enclosures: Kaleki Way Drainage Project Contractor's Bid Tabulation

2/15/2024

APPROVED BY COUNCIL

2/20/24  
DATE

[Signature]  
BY

**KALEKI WAY DRAINAGE PROJECT**

CONTRACTOR'S BID TABULATION  
 BIDS RECEIVED FEBRUARY 8, 2024 UNTIL 10:00 A.M., LOCAL TIME  
 BY THE CITY OF DIAMONDHEAD  
 5000 DIAMONDHEAD CIRCLE, DIAMONDHEAD, MS 39525

Base Bid				DNA Underground CoR #20907-MC		LI Construction Inc. CoR #12105-MC		Moran Hauling, Inc. CoR #09083-MC		SCI, Inc. CoR # 04939-MC		Southern Colonial Construction, LLC CoR #25538-MC	
Item No.	Description	Unit	Bid Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
01505-1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 46,969.77	\$ 46,969.77	\$ 45,270.00	\$ 45,270.00	\$ 86,003.90	\$ 86,003.90	\$ 35,300.00	\$ 35,300.00
02050-1	Removal of Asphalt Pavement, All Depths	SY	840	\$ 15.00	\$ 12,600.00	\$ 8.00	\$ 6,720.00	\$ 2.75	\$ 2,310.00	\$ 8.00	\$ 6,720.00	\$ 8.97	\$ 7,534.80
02050-2	Removal of Concrete Driveway, All Depths	SY	750	\$ 17.00	\$ 12,750.00	\$ 8.50	\$ 6,375.00	\$ 2.75	\$ 2,062.50	\$ 8.00	\$ 6,000.00	\$ 8.97	\$ 6,727.50
02050-3	Sawcut Asphalt, All Depths	LF	350	\$ 6.00	\$ 2,100.00	\$ 7.00	\$ 2,450.00	\$ 10.50	\$ 3,675.00	\$ 7.00	\$ 2,450.00	\$ 10.35	\$ 3,622.50
02050-4	Sawcut Concrete, All Depths	LF	870	\$ 6.00	\$ 5,220.00	\$ 8.00	\$ 6,960.00	\$ 10.50	\$ 9,135.00	\$ 8.00	\$ 6,960.00	\$ 10.35	\$ 9,004.50
02050-5	Removal of Concrete Drainage Structures	EA	16	\$ 900.00	\$ 14,400.00	\$ 600.00	\$ 9,600.00	\$ 400.00	\$ 6,400.00	\$ 1,100.00	\$ 17,600.00	\$ 529.00	\$ 8,464.00
02050-6	Removal of Pipe, All Sizes	LF	1180	\$ 20.00	\$ 23,600.00	\$ 10.00	\$ 11,800.00	\$ 5.25	\$ 6,195.00	\$ 15.00	\$ 17,700.00	\$ 11.27	\$ 13,298.60
02050-7	Remove and Relocate Existing Sign	EA	1	\$ 600.00	\$ 600.00	\$ 250.00	\$ 250.00	\$ 647.75	\$ 647.75	\$ 350.00	\$ 350.00	\$ 218.50	\$ 218.50
02050-8	Removal of Wood Fencing	LF	880	\$ 8.00	\$ 7,040.00	\$ 10.00	\$ 8,800.00	\$ 7.25	\$ 6,380.00	\$ 5.00	\$ 4,400.00	\$ 7.36	\$ 6,476.80
02050-9	Removal of Miscellaneous Material, LVM	CY	60	\$ 16.00	\$ 960.00	\$ 15.00	\$ 900.00	\$ 10.50	\$ 630.00	\$ 22.00	\$ 1,320.00	\$ 31.05	\$ 1,863.00
02070-1	Flowable Fill	CY	30	\$ 280.00	\$ 8,400.00	\$ 350.00	\$ 10,500.00	\$ 440.50	\$ 13,215.00	\$ 350.00	\$ 10,500.00	\$ 333.50	\$ 10,005.00
02111-1	Clearing and Grubbing	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 6,500.00	\$ 6,500.00	\$ 85,000.00	\$ 85,000.00	\$ 20,000.00	\$ 20,000.00	\$ 44,850.00	\$ 44,850.00
02226-1	Excess Excavation, LVM	CY	600	\$ 16.00	\$ 9,600.00	\$ 10.00	\$ 6,000.00	\$ 15.75	\$ 9,450.00	\$ 8.00	\$ 4,800.00	\$ 6.79	\$ 4,074.00
02226-2	Borrow Excavation, LVM	CY	550	\$ 18.00	\$ 9,900.00	\$ 15.00	\$ 8,250.00	\$ 17.75	\$ 9,762.50	\$ 18.40	\$ 10,120.00	\$ 14.61	\$ 8,035.50
02226-3	Ieke Drive Roadside Ditch Excavation	LF	480	\$ 21.00	\$ 10,080.00	\$ 8.00	\$ 3,840.00	\$ 10.00	\$ 4,800.00	\$ 27.00	\$ 12,960.00	\$ 13.57	\$ 6,513.60
02226-4	Kaleki Way Roadside Ditch Excavation	LF	440	\$ 21.00	\$ 9,240.00	\$ 8.00	\$ 3,520.00	\$ 10.00	\$ 4,400.00	\$ 27.00	\$ 11,880.00	\$ 13.57	\$ 5,970.80
02226-5	Amoka Drive Roadside Ditch Excavation	LF	460	\$ 21.00	\$ 9,660.00	\$ 8.00	\$ 3,680.00	\$ 10.00	\$ 4,600.00	\$ 27.00	\$ 12,420.00	\$ 13.57	\$ 6,242.20
02226-6	North South Ditch Excavation	CY	500	\$ 32.00	\$ 16,000.00	\$ 10.00	\$ 5,000.00	\$ 30.00	\$ 15,000.00	\$ 85.00	\$ 42,500.00	\$ 86.25	\$ 43,125.00
02234-1	Size 610 Crushed Stone Base	CY	145	\$ 130.00	\$ 18,850.00	\$ 100.00	\$ 14,500.00	\$ 127.75	\$ 18,523.75	\$ 140.00	\$ 20,300.00	\$ 139.73	\$ 20,260.85
02295-1	Silt Fence	LF	4485	\$ 4.00	\$ 17,940.00	\$ 4.00	\$ 17,940.00	\$ 3.50	\$ 15,697.50	\$ 4.50	\$ 20,182.50	\$ 3.80	\$ 17,043.00
02295-2	Wattles	LF	370	\$ 7.00	\$ 2,590.00	\$ 4.00	\$ 1,480.00	\$ 4.00	\$ 1,480.00	\$ 6.50	\$ 2,405.00	\$ 6.56	\$ 2,427.20
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	SY	870	\$ 24.00	\$ 20,880.00	\$ 24.00	\$ 20,880.00	\$ 24.25	\$ 21,097.50	\$ 24.00	\$ 20,880.00	\$ 27.08	\$ 23,559.60
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	SY	870	\$ 24.00	\$ 20,880.00	\$ 24.00	\$ 20,880.00	\$ 24.25	\$ 21,097.50	\$ 24.00	\$ 20,880.00	\$ 23.12	\$ 20,114.40
02522-1	4" Concrete Driveway with Headwall	SY	590	\$ 100.00	\$ 59,000.00	\$ 206.25	\$ 121,687.50	\$ 225.75	\$ 133,192.50	\$ 216.00	\$ 127,440.00	\$ 220.80	\$ 130,272.00
02580-1	Traffic Markings	LF	100	\$ 5.00	\$ 500.00	\$ 8.00	\$ 800.00	\$ 3.75	\$ 375.00	\$ 24.00	\$ 2,400.00	\$ 8.86	\$ 886.00
02585-1	Traffic Signage	EA	8	\$ 500.00	\$ 4,000.00	\$ 450.00	\$ 3,600.00	\$ 300.00	\$ 2,400.00	\$ 325.00	\$ 2,600.00	\$ 281.75	\$ 2,254.00
02721-1	Reinforced Cast-in-Place Concrete Structures	CY	28	\$ 1,000.00	\$ 28,000.00	\$ 1,650.00	\$ 46,200.00	\$ 1,825.00	\$ 51,100.00	\$ 1,800.00	\$ 50,400.00	\$ 1,828.50	\$ 51,198.00
02721-2	Castings/Gratings	LBS	2000	\$ 5.00	\$ 10,000.00	\$ 2.12	\$ 4,240.00	\$ 4.00	\$ 8,000.00	\$ 4.00	\$ 8,000.00	\$ 3.85	\$ 7,700.00
02722-1	15" Reinforced Concrete Pipe, Class III	LF	48	\$ 57.00	\$ 2,736.00	\$ 48.05	\$ 2,306.40	\$ 82.00	\$ 3,936.00	\$ 71.00	\$ 3,408.00	\$ 39.96	\$ 1,918.08
02722-2	18" Reinforced Concrete Pipe, Class III	LF	464	\$ 72.00	\$ 33,408.00	\$ 55.94	\$ 25,956.16	\$ 62.00	\$ 28,768.00	\$ 90.00	\$ 41,760.00	\$ 47.89	\$ 22,220.96
02722-3	24" Reinforced Concrete Pipe, Class III	LF	96	\$ 92.00	\$ 8,832.00	\$ 76.00	\$ 7,296.00	\$ 110.82	\$ 10,638.72	\$ 115.00	\$ 11,040.00	\$ 65.50	\$ 6,288.00
02722-4	36" Reinforced Concrete Pipe, Class III	LF	120	\$ 147.00	\$ 17,640.00	\$ 127.88	\$ 15,345.60	\$ 126.00	\$ 15,120.00	\$ 182.00	\$ 21,840.00	\$ 139.73	\$ 16,767.60
02722-5	42" Reinforced Concrete Pipe, Class III	LF	8	\$ 177.00	\$ 1,416.00	\$ 150.00	\$ 1,200.00	\$ 276.75	\$ 2,214.00	\$ 196.00	\$ 1,568.00	\$ 143.87	\$ 1,150.96
02722-6	36" x 23" Reinforced Concrete Arch Pipe, Class III	LF	64	\$ 136.00	\$ 8,704.00	\$ 116.74	\$ 7,471.36	\$ 131.50	\$ 8,416.00	\$ 131.00	\$ 8,384.00	\$ 93.77	\$ 6,001.28
02722-7	44" x 27" Reinforced Concrete Arch Pipe, Class III	LF	136	\$ 170.00	\$ 23,120.00	\$ 144.58	\$ 19,662.88	\$ 244.25	\$ 33,218.00	\$ 252.00	\$ 34,272.00	\$ 131.42	\$ 17,873.12
02722-8	51" x 31" Reinforced Concrete Arch Pipe, Class III	LF	144	\$ 205.00	\$ 29,520.00	\$ 204.62	\$ 29,465.28	\$ 400.75	\$ 57,708.00	\$ 293.00	\$ 42,192.00	\$ 193.34	\$ 27,840.96
02722-9	36" Reinforced Concrete Flared End Section	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,478.00	\$ 2,478.00	\$ 1,894.50	\$ 1,894.50	\$ 2,200.00	\$ 2,200.00	\$ 2,918.70	\$ 2,918.70
02722-10	42" Reinforced Concrete Flared End Section	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,212.00	\$ 3,212.00	\$ 2,073.25	\$ 2,073.25	\$ 2,500.00	\$ 2,500.00	\$ 3,647.80	\$ 3,647.80
02723-1	18" High Density Polyethylene Pipe	LF	20	\$ 50.00	\$ 1,000.00	\$ 53.68	\$ 1,073.60	\$ 56.50	\$ 1,130.00	\$ 60.00	\$ 1,200.00	\$ 44.07	\$ 881.40
02752-1	Loose Riprap, on Geotextile Fabric	SY	490	\$ 102.00	\$ 49,980.00	\$ 100.00	\$ 49,000.00	\$ 50.00	\$ 24,500.00	\$ 115.00	\$ 56,350.00	\$ 71.30	\$ 34,937.00
02931-1	Hydroseeding	SY	730	\$ 3.00	\$ 2,190.00	\$ 1.05	\$ 766.50	\$ 1.75	\$ 1,277.50	\$ 1.40	\$ 1,022.00	\$ 4.54	\$ 3,314.20

Base Bid				DNA Underground CoR #20907-MC		LI Construction Inc. CoR #12105-MC		Moran Hauling, Inc. CoR #09083-MC		SCI, Inc. CoR # 04939-MC		Southern Colonial Construction, LLC CoR #25538-MC	
Item No.	Description	Unit	Bid Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
02931-2	Sodding	SY	2970	\$ 14.00	\$ 41,580.00	\$ 8.00	\$ 23,760.00	\$ 6.50	\$ 19,305.00	\$ 10.00	\$ 29,700.00	\$ 6.67	\$ 19,809.90
02935-1	Maintenance of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,200.00	\$ 5,200.00	\$ 29,000.00	\$ 29,000.00	\$ 13,800.00	\$ 13,800.00
07198-1	Wood Fencing	LF	1240	\$ 30.00	\$ 37,200.00	\$ 31.20	\$ 38,688.00	\$ 21.25	\$ 26,350.00	\$ 29.00	\$ 35,960.00	\$ 31.25	\$ 38,750.00
07301-1	16" Split Steel Casing	LF	45	\$ 560.00	\$ 25,200.00	\$ 379.94	\$ 17,097.30	\$ 370.25	\$ 16,661.25	\$ 423.10	\$ 19,039.50	\$ 381.21	\$ 17,154.45
15015-1	8" Ductile Iron Pipe for Sewer Line	LF	20	\$ 100.00	\$ 2,000.00	\$ 90.02	\$ 1,800.40	\$ 127.50	\$ 2,550.00	\$ 213.40	\$ 4,268.00	\$ 108.70	\$ 2,174.00
15020-1	6" PVC Pipe for Water Service	LF	60	\$ 28.00	\$ 1,680.00	\$ 27.73	\$ 1,663.80	\$ 36.00	\$ 2,160.00	\$ 50.30	\$ 3,018.00	\$ 43.70	\$ 2,622.00
M1	Connection of Pipe to Existing Structure	EA	2	\$ 4,600.00	\$ 9,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,036.50	\$ 2,073.00	\$ 2,100.00	\$ 4,200.00	\$ 2,622.00	\$ 5,244.00
M2	Patch Existing Drainage Structure	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,015.75	\$ 1,015.75	\$ 1,500.00	\$ 1,500.00	\$ 2,622.00	\$ 2,622.00
M3	Brick Headwall Structure	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00	\$ 4,000.00	\$ 2,875.00	\$ 2,875.00
M4	Driveway Coating	SY	35	\$ 85.00	\$ 2,975.00	\$ 25.00	\$ 875.00	\$ 46.75	\$ 1,636.25	\$ 30.00	\$ 1,050.00	\$ 44.85	\$ 1,569.75
M5	Water Main Relocation	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 5,634.97	\$ 45,079.76	\$ 3,050.00	\$ 24,400.00	\$ 4,000.00	\$ 32,000.00	\$ 4,190.84	\$ 33,526.72
M6	Remove and Reinstall Mailboxes	EA	16	\$ 225.00	\$ 3,600.00	\$ 300.00	\$ 4,800.00	\$ 647.75	\$ 10,364.00	\$ 275.00	\$ 4,400.00	\$ 150.65	\$ 2,410.40
<b>Total of all unit prices</b>				<b>\$ 773,071.00</b>		<b>\$ 719,320.31</b>		<b>\$ 807,105.72</b>		<b>\$ 946,042.90</b>		<b>\$ 785,359.63</b>	

Mathematical and/or typographical error has been identified and corrected

I certify that this is a correct tabulation of all bids received for this Project on the date stated above to the best of my knowledge and belief.



*Andrew Levens*

Andrew Levens, P.E. - Engineering Manager

2024.057

Item No.8.



State of Mississippi

TATE REEVES  
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

VIA EMAIL

February 22, 2024

Honorable Nancy Depreo  
Mayor  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, Mississippi 39525

RE: City of Diamondhead – Commercial District Transformation Project – GCRF Grant Agreements

Dear Mayor Depreo:

Attached are the amended grant agreement relative to the Commercial District Transformation Project. Please **execute and notarize two (2) copies of the agreement**, returning them to the Mississippi Development Authority (MDA) at the address in the instructions included herein for signature. MDA will then return final executed copies to you once all parties have signed the agreement.

The grant funds will be disbursed on a reimbursement or services-rendered basis. Please note that section 2 of the grant agreement stipulates that all documentation for disbursements must be received by **June 30, 2024**.

If you have questions or need additional information, please contact me at (601) 359-2058 or email [swright@mississippi.org](mailto:swright@mississippi.org), respectively.

Sincerely,

*Sarah Wright*

Sarah Wright  
Bureau Manager  
Financial Resources Division

Enclosures



**MISSISSIPPI DEVELOPMENT AUTHORITY**  
**GULF COAST RESTORATION FUND PROGRAM**  
**GRANT AGREEMENT**

**City of Diamondhead**  
**Hancock County, Mississippi**  
**GCRF-23-05**

**This Grant Agreement** ("Agreement"), dated as of January 31, 2024, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Diamondhead as set forth in Item 1 of Annex A (the "Entity")

**WITNESSETH:**

**WHEREAS**, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

**WHEREAS**, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

**WHEREAS**, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

**WHEREAS**, pursuant to Section 1 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

**WHEREAS**, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

**WHEREAS**, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

**WHEREAS**, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

**WHEREAS**, the Entity has committed to use the Grant funds for the Project; and

**WHEREAS**, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

**WHEREAS**, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS**, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

**Section 1. Grant.** MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

**Section 2. Disbursements.** The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

**Section 3. Conditions.** A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such

enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and

- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

**Section 4. Requisitions.** A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

**Section 5. Representations of MDA.** MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
  - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
  - (2) by the availability of any discretionary equitable remedies.

**Section 6. Representations of the Entity.** The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will

constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

- (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
  - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
  - c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
  - d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
  - e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
  - f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
  - g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Entity related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Entity has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Entity's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Entity or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

**Section 8. Termination.**

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

**Section 9. Notice Addresses.** All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

**Section 10. Miscellaneous.**

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and



their successors or assigns shall acquire or have any right under or by virtue of this Agreement.

- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original;

but such counterparts shall together constitute but one and the same agreement.

- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY  
(ACTING FOR AND ON BEHALF OF THE STATE  
OF MISSISSIPPI)**

By: \_\_\_\_\_  
**William V. Cork, Executive Director**

**ATTEST:**

\_\_\_\_\_  
**Sarah Wright, Bureau Manager**

**CITY OF DIAMONDHEAD**

By: \_\_\_\_\_  
**Mayor Nancy Depreo**

**ATTEST:**

\_\_\_\_\_  
**Title: City Clerk**

**Annex A  
to  
Grant Agreement**

**Item 1-**      **Name of Entity:** City of Diamondhead

**Item 2A-**      **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Diamondhead with road construction and public utilities installation costs and other eligible expenditures as approved by MDA at the approved project site located on Park Ten Drive, Leisure Time Drive and Noma Drive in Hancock County, Mississippi (“Project Site”). Internal labor will not be reimbursable.

**Item 2B-**      **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

**Item 3-**      **Grant Amount:** \$2,000,000

**Item 4-**      **Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least a total of Four Hundred Thousand Dollars (\$400,000) will be made to incentivize the development of the project.

**Item 5-**      **Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the Phase I (Park Ten Drive & Leisure Time Drive) roadway improvements by June 30, 2024; (2) The City will complete the Phase II (Noma Drive) roadway improvements by June 30, 2024; and (3) The City will begin construction of the Phase III (Park Ten East) roadway improvements by June 30, 2025(“Performance Metric Commitments”). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

**Item 6- Address Notice:**

Mississippi Development Authority  
Post Office Box 849  
Jackson, Mississippi 39205  
Attention: Financial Resources

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, Mississippi 39525  
Attention: Mr. Jon McCraw, City Manager





**EXHIBIT "C"**

**WORK ASSIGNMENT  
WORK ASSIGNMENT NO 16**

PROJECT NUMBER: - East Aloha Phase II Sidewalks

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC 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

**Task 1: East Aloha Phase II Sidewalk Design:**

East Aloha Drive Phase II Sidewalk project to include sidewalks, lighting, and landscape elements from West Aloha Drive to Veterans Drive.

- A. Complete the required Boundary and Topographic Survey for the project area.
- B. Prepare sidewalk plans and specifications for East Aloha Drive from Kalani Drive to Veterans Boulevard. Sidewalk plans will include quantities, plan/profile sheets, typical sections, cross sections, landscape, and any standard details necessary for approval by the City of Diamondhead.
- C. Oversee the bidding process.

**Assumptions and Qualifications:**

- City of Diamondhead will provide the as-built plans and survey for the construction of East Aloha Phase I project.
- The sidewalk plans will be based on the Orion sidewalk and landscape plan already approved by the city of Diamondhead.
- This work authorization does not include the MDOT award and construction oversight phases. This work will be competed under a separate work authorization.
- The project does not include land acquisition or land acquisition support documents.



Task	Fee
Engineering and Design	\$ 49,000.00
Surveying	\$ 21,000.00
Bidding	\$ 6,000.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until June 14, 2024, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

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

**KEY PERSONNEL**

CITY

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



Ben Benvenuti, P.E., Principal Engineer

**PROGRESS SCHEDULE**

PROGRESS SCHEDULE		
Task	Description	Completion Time
1	East Aloha Phase II Sidewalk Design	150 days

**MAXIMUM ALLOWABLE COST**

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 76,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase.


Both parties hereto represent that they have authority to enter into Work Assignment No. 16, 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

\_\_\_\_\_  
Signature

Covington Civil and Environmental

  
\_\_\_\_\_  
Signature

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

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

**EXHIBIT "C"**

**WORK ASSIGNMENT**  
WORK ASSIGNMENT NO 11 –  
Commercial District Phase III Project

PROJECT NUMBER: - Commercial District Phase III Project

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC 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

This project will extend Phase I of the commercial district transformation project to the East and South as shown on the attached drawing. The scope of work includes the surveying, permitting, design and engineering of roadway improvements identified in the attached map. The scope also includes upgrades to the water and gravity sewer infrastructure within the project area as determined by the engineer and City of Diamondhead. Bidding and Construction oversight is not included in the scope of this work authorization and will be provided under an amended work authorization. The scope may vary based on conditions identified during the surveying and design phase of the project. The total fee for surveying, permitting, design and engineering shall not exceed \$158,000.00.

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until December 30, 2024, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

**DBEGOAL**

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

**KEY PERSONNEL**

CITY

\_\_\_\_\_

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



Ben Benvenuti, P.E., Principal Engineer

**MAXIMUM ALLOWABLE COST**

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$158,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of the project.


Both parties hereto represent that they have authority to enter into Work Assignment No. 11, 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

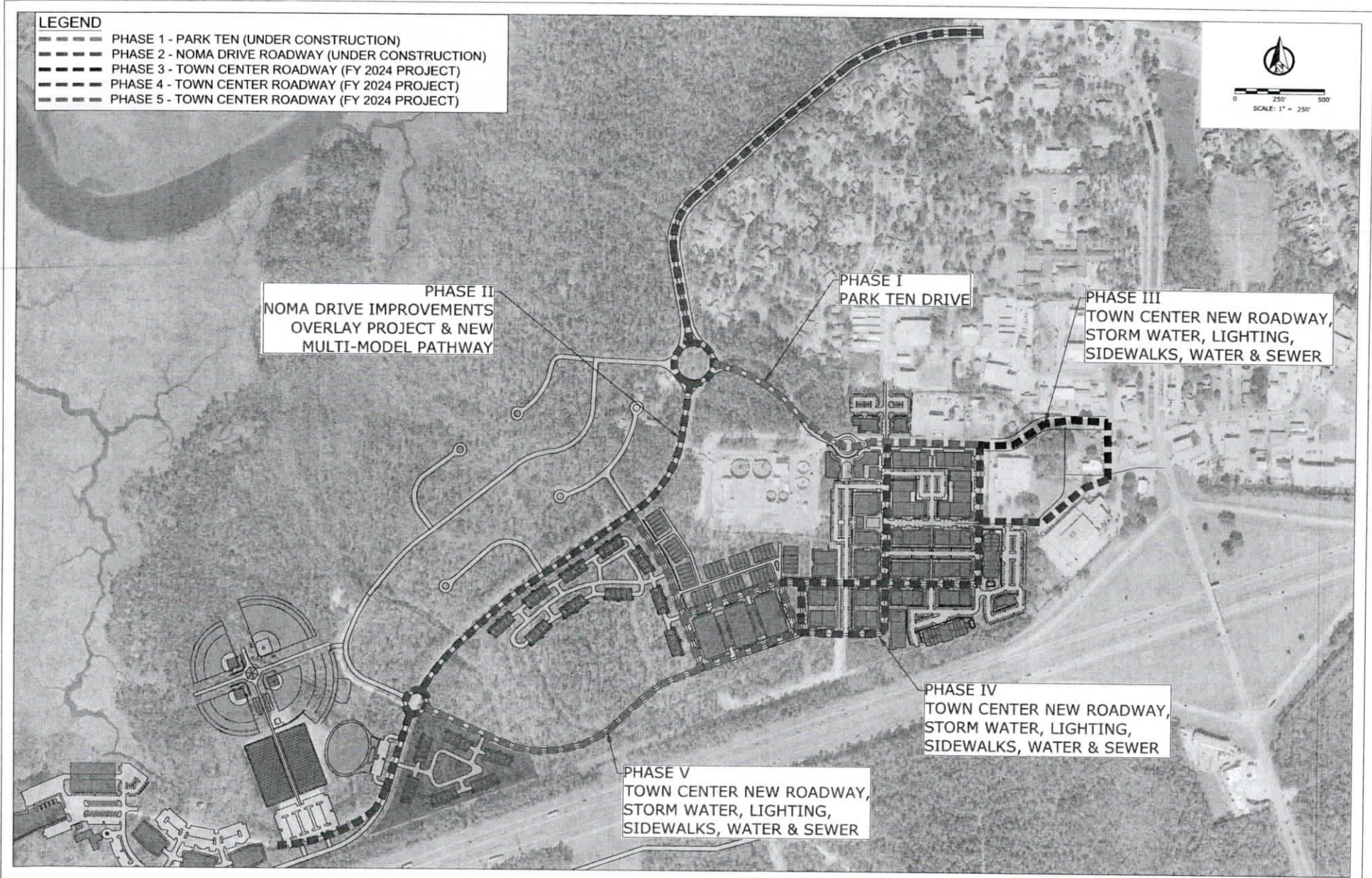
\_\_\_\_\_  
Signature

Covington Civil and Environmental

  
\_\_\_\_\_  
Signature

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

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



COMMERCIAL DISTRICT TRANSFORMATION PROJECT  
SCALE: 1" = 250'

Agenda Item #2023/ 060

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 March 5, 2024

**ORDINANCE/RESOLUTION CAPTION:**

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

Motion to remove the Canada geese from the Cooperative Service Agreement between the City of Diamondhead and United States Department of Agriculture that states Canada geese can be removed for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987. Public Law No. 100-202, § 101(k). 101 Stat. 1329-331. 7 U.S.C. § 8353 and services provided Canada Geese trapping and carcass disposal.

**REQUIRED SIGNATURES**

REQUESTED BY:

*Mayor Nancy Depreo*

City Manager:

City Attorney:

**COUNCIL ACTION:**

Approved  Denied  Tabled/Deferred  Info Only Completed:

Agenda Item #2024- 063

City of Diamondhead, MS  
Request for Council Action

TO: City Council

FROM: Anna Liese

DATE: 2/28/24

Ordinance  Resolution  Agreement  Info Only  Work Session  Other

AGENDA LOCATION:  Consent Agenda  Regular Agenda

AGENDA DATE REQUESTED

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**  
Motion to discuss use of the city's Activity Center and e-blast system by City Council members.

REQUIRED SIGNATURE

REQUESTED BY:

*Anna Liese*

COUNCIL ACTION:

Approved  Denied  Tabled/Deferred  Info Only Completed:





City of Diamondhead, MS

# Docket of Claims Register - Council

Item No. 14.

APPKT02131 - January 2024 Payroll Payables

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
DKT231467	American Fidelity							952.82
	01/24/2024	INV0005942	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld		37.85	
		INV0005943	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld		34.89	
		INV0005944	American Fidelity Accident	650-140-113.04	American Fidelity Withheld		76.30	
		INV0005945	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld		48.00	
		INV0005946	American Fidelity Disability	650-140-113.04	American Fidelity Withheld		215.54	
		INV0005947	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld		18.55	
		INV0005948	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld		30.85	
	01/31/2024	INV0006000	1.10.24 Payroll	650-140-113.04	American Fidelity Withheld		490.84	
DKT231468	Blue Cross Blue Shield of MS							12,687.61
	01/24/2024	INV0005961	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable		6,343.80	
	01/31/2024	INV0006006	1/10/24 Payroll	650-140-112.00	BCBS Withheld/Payable		6,343.81	
DKT231469	Colonial Life							250.58
	01/24/2024	INV0005949	EE PREMIUM	650-140-113.00	Colonial Withheld		33.13	
		INV0005950	Critical Illness	650-140-113.00	Colonial Withheld		3.81	
		INV0005951	EE Premium	650-140-113.00	Colonial Withheld		18.17	
		INV0005952	EE PREMIUM	650-140-113.00	Colonial Withheld		24.60	
		INV0005953		650-140-113.00	Colonial Withheld		12.80	
		INV0005954		650-140-113.00	Colonial Withheld		32.78	
	01/31/2024	INV0006002	1.10.24 Payroll	650-140-113.00	Colonial Withheld		125.29	
DKT231470	Guardian							1,231.97
	01/24/2024	INV0005956	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable		5.28	
		INV0005958	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		405.86	
		INV0005959	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		121.67	
		INV0005960	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		83.08	
	01/31/2024	INV0006004	1/10/24 Payroll - Dental/Vision	650-140-113.01	Guardian Withheld/Payable		616.08	
DKT231471	Internal Revenue Service							20,148.28
	01/24/2024	INV0005965	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable		5,173.36	
		INV0005966		650-140-122.01	Medicare Withheld/Payable		1,209.88	
		INV0005967		650-140-123.00	Federal Withholding Tax		3,058.66	
	01/31/2024	INV0006010	1/10/24 Payroll Fed/Medi/ss	650-140-122.00	Social Security Withheld/Payable		5,680.45	
				650-140-122.01	Medicare Withheld/Payable		1,328.45	
			650-140-123.00	Federal Withholding Tax		3,697.48		

Docket of Claims Register - Council

APPKT02131 - January 2024

Item No. 14.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231472	Morgan White Group							1,604.49
		01/24/2024	INV0005962	Morgan White	650-140-112.01	Morgan White Payable	802.21	
		01/31/2024	INV0006008	1/10/24 Payroll -Health - Employer	650-140-112.01	Morgan White Payable	802.28	
DKT231473	MS Department of Employment Security							291.83
		10/04/2023	INV0005768	Payroll Unemployment Taxes	650-140-136.00	State Unemployment Payable	48.56	
		10/18/2023	INV0005794		650-140-136.00	State Unemployment Payable	49.23	
		11/01/2023	INV0005824		650-140-136.00	State Unemployment Payable	46.06	
		11/15/2023	INV0005850		650-140-136.00	State Unemployment Payable	46.56	
		11/29/2023	INV0005857		650-140-136.00	State Unemployment Payable	33.85	
		12/13/2023	INV0005886		650-140-136.00	State Unemployment Payable	33.84	
		12/27/2023	INV0005911		650-140-136.00	State Unemployment Payable	0.02	
					650-140-136.00	State Unemployment Payable	33.71	
DKT231474	MS Department of Human Services							836.36
		01/24/2024	INV0005957	620583243	650-140-106.00	Garnishment Withheld	418.18	
		01/31/2024	INV0006005	1/10/24 Payroll	650-140-106.00	Garnishment Withheld	418.18	
DKT231475	MS Department of Revenue Payroll							1,048.00
		01/24/2024	INV0005964	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax	1,048.00	
DKT231476	MS State Withholding							1,270.00
		01/31/2024	INV0006012	1/10/2024 Payroll	650-140-134.00	State Withholding Tax	1,270.00	
DKT231477	Systematized Benefits and Administrators Inc							9,021.60
		01/24/2024	INV0005955	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable	4,510.80	
		01/31/2024	INV0006001	1.10.24 Payroll	650-140-110.00	Deferred Compensation Withheld/Payable	4,510.80	
DKT231478	Texas Life							143.53
		01/24/2024	INV0005963	Texas Life	650-140-113.05	Texas Life Withheld	71.76	
		01/31/2024	INV0006009	1/10/24 Payroll	650-140-113.05	Texas Life Withheld	71.77	
<b>Total Claims: 12</b>							<b>Total Payment Amount:</b>	<b>49,487.07</b>

**PR Net**

<b>Wages</b>	<b>Payroll Pd</b>	<b>Seq No.</b>	<b>Docket #</b>	<b>Description</b>	<b>Paymt Date</b>	<b>Amount</b>	<b>Agenda</b>
PYPKT01437	11/20-12/03	000184	PRCLAIM01084	Net Wages Payable	12/13/2023	30,306.66	2/6/2024
PYPKT01438	12/04-12/17	000185	PRCLAIM01085	Net Wages Payable	12/27/2023	30,368.76	2/6/2024
PKPKT01439	12/01-12/31	000186	PRCLAIM01086	Net Wages Payable	1/2/2024	2,717.26	2/6/2024



City of Diamondhead, MS

# Docket of Claims Register - Item No. 15.

APPKT02138 - 3.5.24 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount	
							Line	Amount
DKT231508	AGJ	03/05/2024	112245 MSP-111999	HOSTED EXCHANGE BACKUP	001-140-605.00	Professional Fees - IT		2,404.28
								31.50
								40.00
								250.00
								2,019.78
							63.00	
DKT231509	Amazon com LLC	03/05/2024	1KT9-TMVV-3KGM 1LYW-TF9W-GNVD	POLICE DEPARTMENT BATTERIES	001-200-501.00	Supplies		358.23
								338.34
					001-140-501.00	Supplies		19.89
DKT231510	B&J PITT STOP LLC	03/05/2024	11-0198357	OIL CHANGE AND TIRE ROTATION	001-200-635.00	Professional Fees - R&M Outside Services		87.00
								87.00
DKT231511	Belinda I Taylor	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		225.00
								225.00
DKT231512	CADENCE EQUIPMENT FINANCE	03/05/2024	753981	COPIER LEASE AGREEMENT -- 29 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021		475.00
								452.16
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021		22.84
DKT231513	CHARLES HARRISON	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		200.00
								200.00
DKT231514	Coast Electric Power Association	03/05/2024	2/18/24-026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other		59.26
								59.26
DKT231515	Coastal Hardware and Rental Co LLC	03/05/2024	A20499165	PRESSURE WASHER ATTACHMENTS	001-301-501.00	Supplies		79.99
								79.99
DKT231516	CSpire Cell Service	03/05/2024	FEBRUARY 2024	CELLULAR SERVICE FOR FEBRUARY	001-140-632.00	Telephone - Cell		1,002.97
								44.91
								344.80
								179.64
					001-200-612.00	Internet		344.80
					001-280-632.00	Telephone - Cell		179.64
					001-301-632.00	Telephone - Cell		433.62

Docket of Claims Register - Council

APPKT02138 Item No. 15. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount	Payment Amount
DKT231517	CUSICK & WILLIAMS, PLLC	03/05/2024	1271	GENERAL MATTERS -- FEBRUARY	001-140-603.00	Professional Fees - Legal		8,062.50	12,062.50
			1272	PLANNING AND ZONING --	001-280-603.00	Professional Fees - Legal		625.00	
			1273	CITY PROSECUTOR -- FEBRUARY	001-110-603.00	Professional Fees - Legal		3,000.00	
			1274	LANGKOPP VS CODH -- FEBRUARY	001-280-603.00	Professional Fees - Legal		93.75	
			1275	BYCHURCH VS CODH -- FEBRUARY	001-280-603.00	Professional Fees - Legal		281.25	
DKT231518	DEANNA B. HARRISON	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		125.00	125.00
DKT231519	DIAMONDHEAD COUNTRY CLUB & POA	03/05/2024	MARCH2024	RENTAL OF MAINTENANCE YARD -- MARCH	001-301-640.00	Rentals		1,000.00	1,000.00
DKT231520	Diamondhead True Value	03/05/2024	B11070	POND DYE, ROLLERS	001-301-501.00	Supplies		99.85	189.39
			B11181	MISC MDSE	001-301-501.00	Supplies		8.00	
			B11269	DAMPL2320	001-301-501.00	Supplies		12.99	
			B9921	PAINT TAPE, BUCKET	001-301-501.00	Supplies		29.58	
			B9929	QUICK SNAP PADLOCK	001-301-501.00	Supplies		38.97	
DKT231521	Diamondhead Water and Sewer District	03/05/2024	3/10/24- 020	WATER	001-140-630.00	Utilities - General		109.27	350.04
					001-140-630.00	Utilities - General		54.64	
			3/10/24-021		001-301-630.00	Utilities - Streetlights & Other		24.95	
			3/10/24-170		001-301-630.00	Utilities - Streetlights & Other		61.38	
			3/10/24-2070		001-301-630.00	Utilities - Streetlights & Other		24.95	
			3/10/24-2075		001-301-630.00	Utilities - Streetlights & Other		24.95	
			3/10/24-2080		001-301-630.00	Utilities - Streetlights & Other		24.95	
			3/10/24-830		001-301-630.00	Utilities - Streetlights & Other		24.95	
DKT231522	Diaz Brothers Printing	03/05/2024	7113	POLICE UNIT DECAL REMOVAL	001-200-635.00	Professional Fees - R&M Outside Services		250.00	750.00
					001-200-635.00	Professional Fees - R&M Outside Services		250.00	
					001-200-635.00	Professional Fees - R&M Outside Services		250.00	
DKT231523	Eagle Energy	03/05/2024	41871	PUBLIC WORKS FUEL	001-301-525.00	Fuel		637.16	2,440.78
			41872		001-301-525.00	Fuel		9.59	
					001-301-525.00	Fuel		1,794.03	
DKT231524	Election Systems & Software	03/05/2024	CD 2076089	ELECTION SUPPORT	001-140-693.00	Elections		5,222.00	9,394.00
			CD2078232	2024 MUNICIPAL ELECTION	001-140-693.00	Elections		4,172.00	

Docket of Claims Register - Council

APPKT02138 Item No. 15.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount	Payment Amount
DKT231525	FREDERICK L SANDROCK LLC	03/05/2024	12082024	UNIT 032 REPAIRS	001-200-635.00	Professional Fees - R&M Outside Services		1,027.46	1,027.46
DKT231526	Fuelman	03/05/2024	NP65959780	FOR THE WEEK ENDING 2/19/24	001-140-525.00	Fuel		50.37	1,837.16
			NP65987709	FOR THE WEEK ENDING 2/26/24	001-200-525.00	Fuel		788.17	
					001-200-525.00	Fuel		962.37	
					001-280-525.00	Fuel		36.25	
DKT231527	GERALD P GILBERT	03/05/2024	2024	7439 IEKE DRIVE EASEMENT	001-301-912.00	Capital Outlay - Streets/Drainage		2,070.00	2,070.00
DKT231528	Hancock County Sheriffs Office	03/05/2024	2024-DHLE-010	INTERLOCAL AGREEMENT FOR WEEK ENDING 2/10/24	001-200-625.00	Insurance		2,100.00	36,131.49
					001-110-681.00	Other Services & Charges		83.24	
					001-200-690.00	Interlocal Agreement		32,415.57	
					001-653-650.00	Promotions		1,286.68	
					001-200-612.00	Internet		246.00	
DKT231529	Ingrid Amberg	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		250.00	250.00
DKT231530	Julie S Boudreaux	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		990.00	990.00
DKT231531	King Waste Services LLC	03/05/2024	12926	MARDI GRAS PORTOLETS	001-653-650.00	Promotions		1,750.00	1,750.00
DKT231532	Marcella Sue Favre	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		990.00	990.00
DKT231533	Marvin J Bobinger III	03/05/2024	FEBRUARY2024	LOBBYING SERVICES FOR FEBRUARY	001-653-601.00	Professional Fees - Consulting		4,000.00	4,000.00
DKT231534	Mary Y Mizell	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections		200.00	200.00
DKT231535	MS Coast Building Officials Association	03/05/2024	2024	2024 MEMBERSHIPS (KING, TORONE, SIMMONS)	001-280-623.00	Membership Dues/Fees		300.00	300.00

Docket of Claims Register - Council

APPKT02138 Item No. 15. T

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231536	MS Municipal League						300.00
	03/05/2024	37654	MML MID-WINTER CONFERENCE - J. MCCRAW	001-140-615.00	Travel & Training	150.00	
		37750		001-100-615.00	Travel & Training	150.00	
DKT231537	MS Power Company						1,265.00
	03/05/2024	3/14/24	SURVEILLANCE CONTRACT FOR FEBRUARY	001-200-681.00	Other Services & Charges	1,265.00	
DKT231538	Naomi J Lassus						125.00
	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections	125.00	
DKT231539	Napa of Bay St Louis						271.74
	03/05/2024	372323	HOOK PIC SET, HOSE	001-301-570.00	Repairs & Maintenance - Vehicle	57.37	
		372993	MOTOR TUNE UP, PIN CLIP, BALL MOUNT, FUEL FILTER	001-301-570.00	Repairs & Maintenance - Vehicle	79.80	
		373535	ORING, FILTER FUEL, IMPACT	001-301-571.00	Repairs & Maintenance - Equipment	33.28	
		373536	LUCAS TRANS FIX	001-301-570.00	Repairs & Maintenance - Vehicle	17.69	
		374225	SOLENOID, TRACTOR-UNIVERSAL	001-301-501.00	Supplies	83.60	
DKT231540	Precision Delta Corporation						1,450.92
	03/05/2024	29689	9MM AMMO - 500 ROUNDS PER CASE	001-200-501.01	Ammunition	1,450.92	
DKT231541	Rebel Sound Systems Inc						341.00
	03/05/2024	15561	FIRE ALARM SERVICE CALL	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	341.00	
DKT231542	RONALD LAYEL						990.00
	03/05/2024	2/20/24	GENERAL ELECTION PAYROLL	001-140-693.00	Elections	990.00	
DKT231543	South MS Business Machines Gulfport						56.29
	03/05/2024	454476	PER COPY CHARGE FOR FEBRUARY	001-280-506.00	Copier Usage/Maintenance	56.29	
DKT231544	Southern MS Planning and Development District Inc						13,990.00
	03/05/2024	13010	RESURVEY OF ROAD NETWORK	302-301-912.00	Capital Outlay - Paving	13,990.00	
DKT231545	Southern Printing						105.00
	03/05/2024	240556	POLICE DEPARTMENT POLOS	001-200-535.00	Uniforms	105.00	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231546	Sun Coast Business Supply		BUILDING DEPARTMENT TABLE, JANITORIAL SUPPLIES	001-140-510.00	Cleaning & Janitorial	110.91	973.92
	03/05/2024	1357587-0		001-140-510.00	Cleaning & Janitorial	89.97	
		1357587-1		001-140-510.00	Cleaning & Janitorial	18.36	
		1357587-2		001-280-505.00	FF&E Non-Capitalized	65.98	
				001-280-505.00	FF&E Non-Capitalized	167.50	
				001-280-505.00	FF&E Non-Capitalized	267.85	
		1358253-0		001-140-501.00	Supplies	56.12	
				001-140-510.00	Cleaning & Janitorial	21.99	
				001-140-510.00	Cleaning & Janitorial	53.07	
				001-140-510.00	Cleaning & Janitorial	113.13	
				001-140-501.00	Supplies	11.16	
				001-140-501.00	Supplies	63.86	
		C1358367-0		001-280-501.00	Office Supplies	-65.98	
	DKT231547	TIFFANY COWMAN		EASEMENT DEED	001-140-681.00	Other Services & Charges	
	03/05/2024	8725					
DKT231548	UMB Card Services		MML CONFERENCE HOTEL	001-100-615.00	Travel & Training	318.00	725.55
	03/05/2024	296560					
		413675					
DKT231549	UniFirst Corporation		UNIFORM RENTAL FOR THE WEEK ENDING 2/19/24	001-301-535.00	Uniforms	132.86	265.72
	03/05/2024	1530128794					
		1530130112	UNIFORM RENTAL FOR THE WEEK ENDING 2/26/24	001-301-535.00	Uniforms	132.86	
DKT231550	Waste Management		DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	72.48	72.48
	03/05/2024	0825556-4768-2					
DKT231551	YVONNE CATONE		GENERAL ELECTION PAYROLL	001-140-693.00	Elections	125.00	125.00
	03/05/2024	2/20/24					
<b>Total Claims: 44</b>						<b>Total Payment Amount:</b>	<b>101,859.17</b>



**CITY OF DIAMONDHEAD, MISSISSIPPI**  
**Financial Statements**  
**Coversheet to Monthly Budget Report**  
**For the Month Ended January 31, 2024**

**ALL FUNDS HIGHLIGHTS**

*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
	Total YTD Revenue	\$ 2,806,505	\$ 6,835,315
	Total Budget	\$ 20,662,481	\$ 19,526,777
	% Actual to Budget	13.6%	
	Current Month % to Fiscal Year	33.3%	33.3%

*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
	Total YTD Expenses Actual Activity	\$ 6,126,834	\$ 2,253,175
	Total YTD Expenses Activity w/ Encumbrances	\$ 3,252,368	\$ 2,838,712
	Total Budget	\$ 24,330,542	\$ 23,383,842
	% Actual to Budget	25.2%	
	% Actual w/ Encumbrances to Budget	13.4%	
	Current Month % to Fiscal Year	33.3%	33.3%

\* Excludes Other Financing Sources and Uses

**CASH**

**Depository Account Balances as of: January 31, 2024**

General Bank Acct:	\$ 4,549,460	Unrestricted	\$ 5,006,733
Accounts Payable Clearing:	22,991	Fiduciary Fund	36,304
Payroll Clearing:	32,948	Solid Waste	204,816
Contingency Operating Fund:	2,172,697	Grant Funds	(393,201)
		MS Infrastructure	239,693
		Amer Rescue & F	32,948
		GO BONDS 2022	1,650,802
<b>TOTAL</b>	<b>\$ 6,778,095</b>		<b>\$ 6,778,095</b>

**GOVERNMENTAL FUND BALANCE**

Fund Activity	<u>YTD Actual</u>	<u>YTD Actual w/ Encumbrances</u>	<u>Total Current Budget</u>
001 - General Fund	\$ (16,049)	\$ (77,885)	\$ (156,822)
104 - MS Infrastructure Modernization Fund	\$ 190,988	\$ 192,110	\$ 1,278
113 - Grant - GRPC Multi Modal Path	\$ -	\$ -	\$ (20,000)
115 - Grant- Tidelands FY20 Rotten Bayou F	\$ -	\$ (8,716)	\$ (8,716)
156 - Grant- GCRF-MDA FY2020 Commerci	\$ (698,412)	\$ 29,580	\$ (207,596)
157 - Grant- GRPC - East Aloha Improvemer	\$ -	\$ -	\$ -
158 - Grant - Tidelands FY21-23 Noma Dr Pi	\$ 333,352	\$ 315,226	\$ (18,126)
160 - Grant - DMR - Twin Lakes Pier/Boardw	\$ -	\$ (5,250)	\$ (5,250)
161 - Grant - GCRF-MDA FY2021 COMMER	\$ 33,822	\$ (376,161)	\$ (490,615)
162 - Grant-GOMESA FY22 -Coon Branch P	\$ (22,887)	\$ -	\$ 175,925
163 - Grant - GCRF-MDA FY22 Noma	\$ (465,727)	\$ (280,100)	\$ (207,090)
164 - Grant - GCRF MDA FY23 Comn	\$ -	\$ 57,128	\$ (400,000)
190 - American Rescue & Recovery Act	\$ 4,998	\$ (119,075)	\$ (2,173,350)
191 - Hancock County Match Bank Stabiliza	\$ (24,000)	\$ -	\$ 128,000
192 - ARPA Match - STATE OF MS	\$ (33,675)	\$ (196,697)	\$ (173,850)
302 - FY22 BOND ISSUE	\$ (2,663,847)	\$ 51,768	\$ 1,000
401 - Solid Waste Fund	\$ 43,211	\$ 43,211	\$ (112,850)
<b>TOTAL Surplus (Deficit)</b>	<b>\$ (3,318,227)</b>	<b>\$ (374,860)</b>	<b>\$ (3,668,061)</b>



City of Diamondhead, MS

Item No.a

# Budget Report

## Group Summary

For Fiscal: 2023-2024 Period Ending: 01/31/2024

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>							
200 - GENERAL PROPERTY TAXES	3,043,500.00	3,043,500.00	550,775.91	669,380.84	0.00	-2,374,119.16	78.01%
203 - PRIOR YEAR PROPERTY TAXES	29,500.00	29,500.00	1,746.56	61,026.15	0.00	31,526.15	106.87%
220 - LICENSES AND PERMITS	470,750.00	470,750.00	67,838.24	198,196.22	0.00	-272,553.78	57.90%
250 - STATE REVENUE/GRANTS	300,500.00	300,500.00	0.00	64,363.29	0.00	-236,136.71	78.58%
260 - TAX ON SALES	1,022,200.00	1,022,200.00	78,786.69	320,892.74	0.00	-701,307.26	68.61%
270 - LOCAL GOVERNMENT REVENUE/GRANTS	220,000.00	220,000.00	21,079.55	27,697.48	0.00	-192,302.52	87.41%
280 - CHARGES FOR GOVERNMENTAL SERVICES	1,000.00	1,000.00	100.00	963.96	0.00	-36.04	3.60%
330 - FINES & FORFEITS	35,000.00	35,000.00	5,128.00	15,131.25	0.00	-19,868.75	56.77%
340 - MISCELLANEOUS	268,000.00	268,000.00	2,998.60	123,214.09	0.00	-144,785.91	54.02%
400 - SALARIES	1,283,216.08	1,283,216.08	89,064.19	399,637.89	0.00	883,578.19	68.86%
460 - EMPLOYEE BENEFITS	416,848.74	416,848.74	24,810.82	103,577.38	0.00	313,271.36	75.15%
500 - SUPPLIES	50,280.00	50,280.00	2,169.64	6,657.21	1,802.40	41,820.39	83.18%
510 - OPERATING SUPPLIES	143,220.00	143,220.00	6,721.03	27,723.33	1,441.87	114,054.80	79.64%
560 - REPAIRS & MAINTENANCE SUPPLIES	106,600.00	106,600.00	1,308.67	10,435.51	13,056.37	83,108.12	77.96%
600 - PROFESSIONAL SERVICES	464,770.00	578,332.30	34,953.78	198,383.61	116,082.09	263,866.60	45.63%
610 - GENERAL SERVICES	72,224.40	72,249.40	8,046.29	21,514.12	2,720.33	48,014.95	66.46%
625 - INSURANCE	176,868.60	171,373.60	10,481.06	24,655.70	0.00	146,717.90	85.61%
630 - UTILITIES	250,445.00	255,965.00	21,618.18	66,849.43	-125.00	189,240.57	73.93%
635 - REPAIRS & MAINTENANCE OUTSIDE SERVICES	58,000.00	62,057.86	6,024.05	8,959.61	5,601.66	47,496.59	76.54%
640 - RENTALS	21,176.00	21,176.00	1,530.49	5,416.93	0.00	15,759.07	74.42%
650 - PROMOTIONS / EXHIBITIONS	60,600.00	61,200.00	899.44	15,794.73	-3,765.01	49,170.28	80.34%
680 - OTHER OUTSIDE SERVICES	1,038,869.50	1,038,869.50	14,362.26	160,484.80	-750.00	879,134.70	84.62%
700 - GRANTS, SUBSIDIES AND ALLOCATION	57,800.00	57,800.00	0.00	37,700.00	0.00	20,100.00	34.78%
800 - DEBT SERVICE	183,776.54	183,776.54	475.00	68,177.03	0.00	115,599.51	62.90%
900 - CAPITAL OUTLAY	298,400.00	344,306.79	7,245.34	340,947.77	-74,228.58	77,587.60	22.53%
951 - INTERFUND TRANSFERS - GRANT FUNDS	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>498,743.31</b>	<b>-16,049.03</b>	<b>-61,836.13</b>	<b>78,936.65</b>	<b>50.34%</b>
<b>Fund: 004 - CONTEGENCY FUND</b>							
340 - MISCELLANEOUS	0.00	0.00	9,390.53	37,165.03	0.00	37,165.03	0.00%
<b>Fund: 004 - CONTEGENCY FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>9,390.53</b>	<b>37,165.03</b>	<b>0.00</b>	<b>37,165.03</b>	<b>0.00%</b>
<b>Fund: 104 - MS Infrastructure Modernization Fund</b>							
260 - TAX ON SALES	570,000.00	570,000.00	280,163.56	280,163.56	0.00	-289,836.44	50.85%
340 - MISCELLANEOUS	12,000.00	12,000.00	1,124.64	1,810.29	0.00	-10,189.71	84.91%
600 - PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	1,122.50	-1,122.50	100,000.00	100.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 0 Item No.a.

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
800 - DEBT SERVICE	480,722.00	480,722.00	89,863.58	89,863.58	0.00	390,858.42	81.31%
<b>Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit):</b>	<b>1,278.00</b>	<b>1,278.00</b>	<b>191,424.62</b>	<b>190,987.77</b>	<b>1,122.50</b>	<b>190,832.27</b>	<b>14,932.10%</b>
<b>Fund: 113 - Grant - GRPC Multi Modal Path</b>							
230 - FEDERAL REVENUE/GRANTS	80,000.00	80,000.00	0.00	0.00	0.00	-80,000.00	100.00%
600 - PROFESSIONAL SERVICES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00%
900 - 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- Tideland's FY20 Rotten Bayou Public Access</b>							
250 - STATE REVENUE/GRANTS	556,878.94	556,878.94	0.00	0.00	0.00	-556,878.94	100.00%
600 - PROFESSIONAL SERVICES	42,402.00	51,117.76	0.00	0.00	8,715.76	42,402.00	82.95%
900 - CAPITAL OUTLAY	514,476.94	514,476.94	0.00	0.00	0.00	514,476.94	100.00%
<b>Fund: 115 - Grant- Tideland's 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>
<b>Fund: 118 - Grant-GRPC/MDOT West Aloha Streets &amp; Sidewalks</b>							
250 - STATE REVENUE/GRANTS	800,000.00	800,000.00	0.00	0.00	0.00	-800,000.00	100.00%
380 - TRANSFERS IN	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	100.00%
600 - PROFESSIONAL SERVICES	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%
900 - 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: 149 - Grant-Tideland's FY24 Trail/ Marine Ed Planning</b>							
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	100,000.00	-100,000.00	0.00%
<b>Fund: 149 - Grant-Tideland's FY24 Trail/ Marine Ed Planning Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>-100,000.00</b>	<b>0.00%</b>
<b>Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District</b>							
250 - STATE REVENUE/GRANTS	1,300,000.00	1,300,000.00	0.00	223,283.87	0.00	-1,076,716.13	82.82%
600 - PROFESSIONAL SERVICES	0.00	207,595.55	0.00	0.00	193,526.22	14,069.33	6.78%
900 - CAPITAL OUTLAY	1,300,000.00	1,300,000.00	433,970.51	921,696.27	-921,518.27	1,299,822.00	99.99%
<b>Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District Surplus (Deficit):</b>	<b>0.00</b>	<b>-207,595.55</b>	<b>-433,970.51</b>	<b>-698,412.40</b>	<b>727,992.05</b>	<b>237,175.20</b>	<b>114.25%</b>
<b>Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2</b>							
250 - STATE REVENUE/GRANTS	490,000.00	490,000.00	0.00	0.00	0.00	-490,000.00	100.00%
600 - PROFESSIONAL SERVICES	98,000.00	98,000.00	0.00	0.00	0.00	98,000.00	100.00%
900 - 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 - Tideland's FY21-23 Noma Dr Public Access</b>							
250 - STATE REVENUE/GRANTS	711,000.00	711,000.00	0.00	337,101.96	0.00	-373,898.04	52.59%
600 - PROFESSIONAL SERVICES	0.00	15,836.77	0.00	0.00	15,836.77	0.00	0.00%
680 - OTHER OUTSIDE SERVICES	0.00	0.00	3,750.00	3,750.00	0.00	-3,750.00	0.00%
900 - CAPITAL OUTLAY	711,000.00	713,288.90	0.00	0.00	2,288.90	711,000.00	99.68%
<b>Fund: 158 - Grant - Tideland's FY21-23 Noma Dr Public Access Surplus (Deficit):</b>	<b>0.00</b>	<b>-18,125.67</b>	<b>-3,750.00</b>	<b>333,351.96</b>	<b>-18,125.67</b>	<b>333,351.96</b>	<b>1,839.12%</b>

**Budget Report**

For Fiscal: 2023-2024 Period Ending: 0 Item No.a.

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 159 - Grant - GOMESA Marsh Erosion Prevention</b>							
600 - PROFESSIONAL SERVICES	0.00	0.00	8,167.50	8,167.50	0.00	-8,167.50	0.00%
<b>Fund: 159 - Grant - GOMESA Marsh Erosion Prevention Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>8,167.50</b>	<b>8,167.50</b>	<b>0.00</b>	<b>-8,167.50</b>	<b>0.00%</b>
<b>Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk</b>							
250 - STATE REVENUE/GRANTS	225,000.00	225,000.00	0.00	0.00	0.00	-225,000.00	100.00%
600 - PROFESSIONAL SERVICES	28,750.00	34,000.00	0.00	0.00	5,250.00	28,750.00	84.56%
900 - 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>							
250 - STATE REVENUE/GRANTS	1,800,000.00	1,800,000.00	0.00	114,441.44	0.00	-1,685,558.56	93.64%
600 - PROFESSIONAL SERVICES	0.00	490,615.08	80,619.60	80,619.60	409,982.37	13.11	0.00%
900 - 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>-80,619.60</b>	<b>33,821.84</b>	<b>-409,982.37</b>	<b>114,454.55</b>	<b>23.33%</b>
<b>Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects</b>							
250 - STATE REVENUE/GRANTS	1,027,522.00	1,027,522.00	0.00	0.00	0.00	-1,027,522.00	100.00%
600 - PROFESSIONAL SERVICES	0.00	0.00	2,034.50	22,886.75	-22,886.75	0.00	0.00%
900 - 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>-2,034.50</b>	<b>-22,886.75</b>	<b>22,886.75</b>	<b>-175,925.00</b>	<b>100.00%</b>
<b>Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project</b>							
250 - STATE REVENUE/GRANTS	900,000.00	900,000.00	0.00	0.00	0.00	-900,000.00	100.00%
600 - PROFESSIONAL SERVICES	0.00	207,090.42	21,430.64	35,499.97	185,672.89	-14,082.44	-6.80%
900 - CAPITAL OUTLAY	900,000.00	900,000.00	0.00	430,227.47	-371,299.92	841,072.45	93.45%
<b>Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project Surplus (Deficit):</b>	<b>0.00</b>	<b>-207,090.42</b>	<b>-21,430.64</b>	<b>-465,727.44</b>	<b>185,627.03</b>	<b>-73,009.99</b>	<b>-35.26%</b>
<b>Fund: 164 - Grant - GCRF MDA FY23 Commercial District</b>							
250 - STATE REVENUE/GRANTS	2,000,000.00	2,000,000.00	0.00	0.00	0.00	-2,000,000.00	100.00%
600 - PROFESSIONAL SERVICES	285,000.00	285,000.00	0.00	0.00	0.00	285,000.00	100.00%
680 - OTHER OUTSIDE SERVICES	0.00	0.00	0.00	0.00	1,800.00	-1,800.00	0.00%
900 - CAPITAL OUTLAY	2,115,000.00	2,115,000.00	0.00	0.00	-58,927.55	2,173,927.55	102.79%
<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>57,127.55</b>	<b>457,127.55</b>	<b>114.28%</b>
<b>Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola</b>							
600 - PROFESSIONAL SERVICES	0.00	0.00	24,000.00	31,100.00	-31,100.00	0.00	0.00%
<b>Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>24,000.00</b>	<b>31,100.00</b>	<b>-31,100.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Fund: 190 - American Rescue &amp; Recovery Act</b>							
340 - MISCELLANEOUS	500.00	500.00	9,795.01	39,430.44	0.00	38,930.44	-7,786.09%
600 - PROFESSIONAL SERVICES	80,000.00	253,850.00	12,000.00	34,432.50	123,877.50	95,540.00	37.64%
610 - GENERAL SERVICES	0.00	0.00	0.00	0.00	195.17	-195.17	0.00%
900 - 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>-2,204.99</b>	<b>4,997.94</b>	<b>-124,072.67</b>	<b>2,054,275.27</b>	<b>94.52%</b>

Budget Report

For Fiscal: 2023-2024 Period Ending: 0 Item No.a.

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		
						Favorable (Unfavorable)	Percent Remaining	
<b>Fund: 191 - Hancock County Match Bank Stabilization</b>								
270 - LOCAL GOVERNMENT REVENUE/GRANTS	1,928,000.00	1,928,000.00	0.00	0.00	0.00	-1,928,000.00	100.00%	
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	24,000.00	-24,000.00	0.00	0.00%	
900 - 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>-24,000.00</b>	<b>24,000.00</b>	<b>-128,000.00</b>	<b>100.00%</b>	
<b>Fund: 192 - ARPA Match - STATE OF MS</b>								
250 - STATE REVENUE/GRANTS	1,978,561.96	1,978,561.96	0.00	0.00	0.00	-1,978,561.96	100.00%	
600 - PROFESSIONAL SERVICES	80,000.00	253,850.00	12,000.00	33,675.00	162,925.00	57,250.00	22.55%	
610 - GENERAL SERVICES	0.00	0.00	0.00	0.00	96.76	-96.76	0.00%	
900 - 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>-12,000.00</b>	<b>-33,675.00</b>	<b>-163,021.76</b>	<b>-22,846.76</b>	<b>-13.14%</b>	
<b>Fund: 302 - FY22 BOND ISSUE</b>								
340 - MISCELLANEOUS	1,000.00	1,000.00	7,745.58	51,768.12	0.00	50,768.12	-5,076.81%	
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	61,635.00	-61,635.00	0.00	0.00%	
900 - CAPITAL OUTLAY	0.00	0.00	914,381.01	2,653,979.92	-2,653,979.92	0.00	0.00%	
<b>Fund: 302 - FY22 BOND ISSUE Surplus (Deficit):</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>-906,635.43</b>	<b>-2,663,846.80</b>	<b>2,715,614.92</b>	<b>50,768.12</b>	<b>-5,076.81%</b>	
<b>Fund: 401 - SOLID WASTE FUND</b>								
295 - SUBCATEGORY 295	688,068.00	688,068.00	62,330.92	236,365.18	0.00	-451,702.82	65.65%	
340 - MISCELLANEOUS	3,500.00	3,500.00	961.00	4,109.29	0.00	609.29	-17.41%	
680 - OTHER OUTSIDE SERVICES	804,417.59	804,417.59	65,260.65	197,263.12	0.00	607,154.47	75.48%	
<b>Fund: 401 - SOLID WASTE FUND Surplus (Deficit):</b>	<b>-112,849.59</b>	<b>-112,849.59</b>	<b>-1,968.73</b>	<b>43,211.35</b>	<b>0.00</b>	<b>156,060.94</b>	<b>138.29%</b>	
<b>Report Surplus (Deficit):</b>	<b>-2,218,791.45</b>	<b>-3,668,060.88</b>	<b>-797,223.44</b>	<b>-3,320,329.03</b>	<b>2,874,466.44</b>	<b>3,222,198.29</b>	<b>87.84%</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	498,743.31	-16,049.03	-61,836.13	78,936.65
004 - CONTEGENCY FUND	0.00	0.00	9,390.53	37,165.03	0.00	37,165.03
104 - MS Infrastructure Moderni	1,278.00	1,278.00	191,424.62	190,987.77	1,122.50	190,832.27
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
149 - Grant-Tidelands FY24 Trail	0.00	0.00	0.00	0.00	-100,000.00	-100,000.00
156 - Grant- GCRF-MDA FY2020	0.00	-207,595.55	-433,970.51	-698,412.40	727,992.05	237,175.20
157 - Grant- GRPC - East Aloha Ir	0.00	0.00	0.00	0.00	0.00	0.00
158 - Grant - Tidelands FY21-23 I	0.00	-18,125.67	-3,750.00	333,351.96	-18,125.67	333,351.96
159 - Grant - GOMESA Marsh Erc	0.00	0.00	-8,167.50	-8,167.50	0.00	-8,167.50
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	-80,619.60	33,821.84	-409,982.37	114,454.55
162 - Grant-GOMESA FY22 -Coor	175,925.00	175,925.00	-2,034.50	-22,886.75	22,886.75	-175,925.00
163 - Grant - GCRF-MDA FY22 Nc	0.00	-207,090.42	-21,430.64	-465,727.44	185,627.03	-73,009.99
164 - Grant - GCRF MDA FY23 Co	-400,000.00	-400,000.00	0.00	0.00	57,127.55	457,127.55
165 - Grant-GOMESA FY23-Kome	0.00	0.00	-24,000.00	-31,100.00	31,100.00	0.00
190 - American Rescue & Recove	-1,999,500.00	-2,173,350.00	-2,204.99	4,997.94	-124,072.67	2,054,275.27
191 - Hancock County Match Ba	128,000.00	128,000.00	0.00	-24,000.00	24,000.00	-128,000.00
192 - ARPA Match - STATE OF M	0.00	-173,850.00	-12,000.00	-33,675.00	-163,021.76	-22,846.76
302 - FY22 BOND ISSUE	1,000.00	1,000.00	-906,635.43	-2,663,846.80	2,715,614.92	50,768.12
401 - SOLID WASTE FUND	-112,849.59	-112,849.59	-1,968.73	43,211.35	0.00	156,060.94
<b>Report Surplus (Deficit):</b>	<b>-2,218,791.45</b>	<b>-3,668,060.88</b>	<b>-797,223.44</b>	<b>-3,320,329.03</b>	<b>2,874,466.44</b>	<b>3,222,198.29</b>