



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, October 03, 2023
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held October 17, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. The 11th Annual Blessing of the Classics will be Wednesday, October 4th from 1 p.m. - 7 p.m. at City Hall. Cruisers, live music and food on the Town Green. Cruisers' parade to the blessing circle will be from 4 p.m. - 5 p.m.
- c. Diamondhead Police Department's National Night Out will be held on Tuesday, October 12, 2023 from 5:30 p.m. - 7:00 p.m. at City Hall.
- d. The Red Bean Cookoff sponsored by CASA and The City of Diamondhead will be held on Saturday, October 14, 2023 from 4:00 p.m. - 7:00 p.m. at Diamondhead City Hall.
- e. The Diamondhead BBQ and Brews will be held Saturday, November 11, 2023 from 3:00 p.m. - 8:00 p.m. at City Hall.

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the September 19, 2023 Regular Meeting Minutes.

Tabled:

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

Resolutions:

- 3. 2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The The purpose of the zoning change is for condominium development.

Consent Agenda:

- 4. 2023-339:** Motion to approve an amended application to the Department of Marine Resources for FY23 Tidelands - Noma Drive Public Access.
- 5. 2023-340:** Motion for the City of Diamondhead to join in the latest efforts of the Mississippi Sound Coalition with respect to the Bonnet Carre' Spillway and the Marine Mammal Protection Act.
- 6. 2023-343:** Motion to accept Substantial Completion of the Diamondhead Roadway Improvements Ph 4 Project as of September 14, 2023.
- 7. 2023-344:** Motion to approve the Municipal Compliance Questionnaire for Fiscal Year 2023.
- 8. 2023-345:** Motion to approve the sole source purchase of ten (10) BodyWorn and Rocket In-car Video System hardware bundles from Metrix Solutions, Inc. for the Police Department and to enter into agreement for five years for a the total amount of \$142,453.65 to be paid in annual installments in the amount of \$28,490.73.
- 9. 2023-346:** Motion to approve annual supplementation services in the amount of \$3,473.70 with CivicPlus (formerly Municode) for ordinance updating.
- 10. 2023-347:** Motion to approve Pay Application 5 in the amount of \$149,952.04 to Huey P. Stockstill, LLC Diamondhead Roadway Improvements Ph 4.
- 11. 2023-352:** Motion to authorize the City Manager to engage the architect/engineer for the Diamondhead Dog Park for conceptual design/revisions for proposed dog park site on property in the vicinity of East Hancock Library as requested from the Hancock County Board of Supervisors.
- 12. 2023-353:** Motion to approve payment to the Hancock County Board of Supervisors in the amount of \$61,564.30 representing fire rebates funds received for equipping the Diamondhead Fire Department.
- 13. 2023-354:** Motion to acquire by purchase 360 sq. ft. of Part of Lot 2, Blk. 1, Phase 3 (Noma Drive) in the amount of \$2.00 per sq. ft. for a total purchase price of \$780.00 from Jane Williams for easement.
- 14. 2023-355:** Motion to approve the final proposed pathway design for the Montjoy Creek Tidelands project.

Action Agenda.

- 15. 2023-338:** Motion to accept donation of a picnic table from Rotary Club of Central Hancock for the Town Green. (Depreo)
- 16. 2023-341:** Motion by Chad Ambrose for an exception to the City Council's moratorium on the installation of landscape culverts at his property located at 7416 Turnberry Way.

17. **2023-342:** Motion to have Planning and Zoning Commission recommend new policy related to landscape culverts.
18. **2023-349:** Motion to approve the Planning Commission recommendation to allow Mike Scardino a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a fence within 5' of the front property line. The property address is 10846 Koloa Street. The tax parcel number is 067H-2-25-141.000. The property is in an R-2 zoning district. The front yard setback is 20'. The variance requested for the fence is 15'. The Case File Number is 202300416.
19. **2023-348:** Motion to approve the Planning Commission recommendation to allow D. R. Horton a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a residence within 15' of the rear property line. The property address is 87134 High Point Drive. The legal description is The Preserve Phase 1, Lot 7. The property is in an R-2 zoning district. The rear yard setback is 20'. The variance requested is 5'. The Case File Number is 202300389.
20. **2023-351:** Motion to direct the City Manager to trademark the City Logo. (Liese)

Routine Agenda.

Claims Payable

21. Motion to approve Docket of Claims (DKT231096 - DKT231136) in the amount of \$345,444.46.

Department Reports

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, September 19, 2023
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation-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

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 4 Clark to adjust agenda adding the following items-

Consent Agenda

- 17. 2023-333:** Motion to approve Change Order No. 1 to the contract with JLB Contractors, LLC in the amount of \$236,800.00 for a total contract amount of \$816,122.00 for the Diamondhead Drive East Retention and Lily Pond Dredging Project.
- 18. 2023-334:** Motion to accept substantial completion of the Diamondhead Drive East Retention and Lily Pond Dredging Project as of July 3, 2023.
- 19. 2023-335:** Motion to approve final payment in the amount of \$249,283.10 to JLB Contractors LLC for the Diamondhead Drive East Retention and Lily Pond Dredging Project.
- 20. 2023-336:** Motion to approve Budget Amendment 2023-011.
- 21. 2023-337:** Motion to approve Docket of Claims DKT231095 in the amount of \$249,283.10.

Action Agenda

- 14a. 2023-337:** Motion to discuss recycling.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

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

City Manager's Report.

CITY MANAGER REPORT
September 19, 2023

- 1. Park Ten Road – The contractor started on September 5th. The contract is for 270 Calendar Days with an end date of June 1st. This is Phase I of the Commercial District Transformation Project.
- 2. Noma Drive Restoration –The contractor started on September 11th. The contract is for 150 Calendar Days with an end date of February 7th. This is Phase II of the Commercial District Transformation Project.
- 3. Phase 4 paving– A final walkthrough was conducted last week. A substantial completion document was issued on the 14th of September, with a punch list to complete the project.
- 4. Diamondhead Drive – The notice to proceed is set for October 9th. This project will pave Diamondhead Drive North, East, and West. It will also remove the two lanes on DH Drive East and install the multimodal lane to match the rest of the loop.
- 5. Makiki Drive – Project has been advertised and bids are due September 25th. A notice to award should be on the October 3rd agenda.
- 6. ARPA/GOMESA Projects – The following projects have been assigned to an engineering firm and are currently in the design phase.
 - a. Coon Branch
 - b. Koloa Steet @ Ala Moana
 - c. Lots 7 & 8
 - d. Kolo Court
 - e. Turnberry
 - f. Ahuli Place
 - g. Kaleki Way
 - h. Kalae Street
 - i. Hilo Way -- West
 - j. Hilo Way to Hapuna Place
 - k. Hilo Way at Koko Street
 - l. Aukai Place/DH Dr East
 - m. DH Drive East/Kalani
 - n. Veterans/Substation
 - o. Bayou Drive Culvert
 - p. Anahola Place
 - q. Fairway Drive
 - r. Kome Drive

Email Request Received

1. Drainage Ditch – Request to clean out drainage ditch behind 3, 4, and 5 Rabbit Run. Work order is still open. Public works started on this project this week.
2. Guard Shack – Resident expressed concerns regarding the condition of front entrance and the guard shack. Public Works is going to perform the needed maintenance on the building.
3. 734 Akaka Court – Grass not mowed. Code enforcement has been notified and will contact the landowner.
4. #4 Rabbit Run – Shed behind the house where it was reported the Owner or resident was operating a dog grooming business. Code enforcement has been asked to check on this issue.
5. #4 Rabbit Run – Two vehicles in the drive that appear inoperable and with out-of-date license plates. Code enforcement has been asked to check on this issue.
6. #1 Holly Corner – Inoperable vehicle has not been moved in almost a year. Code enforcement contacted the owner and the vehicle has been removed.
7. Hilo Way & Alawai – A resident asked about a stop sign being placed at this intersection. As the road requires a car to cross over oncoming traffic, a stop sign should be placed to prevent accidents. I have asked Public Works to install the sign.
8. Kome Drive – Resident asked about the buyout application. This is being held by MEMA until funding becomes available. We are just in a wait and see period. Currently, the city is working on the bank stabilization and Kome Drive project to try and reduce the chances of these homes flooding.

Public Comments on Agenda Items.

Penny Crawford - Opposition of the Skate Park

Dionne Gauthreaux - Supporter of the Skate Park

Policy Agenda.

Minutes:

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

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to approve the September 5, 2023 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Tabled:

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

NO ACTION TAKEN

Resolutions:

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

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve motion to adopt Resolution 2023-040 thereby establishing salaries and rates effective October 9, 2023 for Fiscal Year 2024.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 4 Finley, Seconded by Ward 3 Cumberland to approve the following consent items:

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

- 17. **2023-333:** Motion to approve Change Order No. 1 to the contract with JLB Contractors, LLC in the amount of \$236,800.00 for a total contract amount of \$816,122.00 for the Diamondhead Drive East Retention and Lily Pond Dredging Project.
- 18. **2023-334:** Motion to accept substantial completion of the Diamondhead Drive East Retention and Lily Pond Dredging Project as of July 3, 2023.
- 19. **2023-335:** Motion to approve final payment in the amount of \$249,283.10 to JLB Contractors LLC for the Diamondhead Drive East Retention and Lily Pond Dredging Project.
- 20. **2023-336:** Motion to approve Budget Amendment 2023-011.
- 21. **2023-337:** Motion to approve Docket of Claims DKT231095 in the amount of \$249,283.10.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 12. **2023-328:** Motion for discussion and possible action to continue the Public Relations Contract between the City of Diamondhead and Hancock County Chamber of Commerce. (Depreo)

Motion made by Mayor Depreo, Seconded by Ward 4 Clark for discussion and possible action to continue the Public Relations Contract between the City of Diamondhead and Hancock County Chamber of Commerce.

Regan Kane, President and Tish Williams, Executive Director of the Hancock County Chamber of Commerce addressed the Council regarding the services and relationship between the city and the Hancock County Chamber of Commerce.

NO ACTION TAKEN

- 13. **2023-329:** Motion for discussion and possible action reviewing a Skate Park in the City of Diamondhead. (Depreo)

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher for discussion and possible action reviewing a Skate Park in the City of Diamondhead.

NO ACTION TAKEN

- 14. **2023-331:** Motion to dissolve all existing city committees and the formation of any future committees will be at the discretion of the City Manager. (Cumberland)

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to dissolve all existing city committees and the formation of any future committees will be at the discretion of the City Manager.

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

Voting Nay: Mayor Depreo

MOTION CARRIED

14a. 2023-337: Motion to discuss recycling.

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to discuss recycling.

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to opt out of funding the recycling dumpster.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 15. Motion to approve Docket of Claims (DKT231050 - DKT231094) in the amount of \$591,052.96.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve Docket of Claims (DKT231050 - DKT231094) in the amount of \$591,052.96.

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

MOTION CARRIED UNANIMOUSLY

- 16. Motion to approve Payroll Payables PRCLAIM010170 in the amount of \$2,523.58, PRCLAIM010171 in the amount of \$29,084.41, PRCLAIM010172 in the amount of \$29,043.98 and Claims DKT231040 thru DKT231049 in the amount of \$46,607.52.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve Payroll Payables PRCLAIM010170 in the amount of \$2,523.58, PRCLAIM010171 in the amount of \$29,084.41, PRCLAIM010172 in the amount of \$29,043.98 and Claims DKT231040 thru DKT231049 in the amount of \$46,607.52.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

- a. Department Reports
 - Court
 - Police
 - Building
 - Code Enforcement
- b. July 2023 Financials
- c. August 2023 Financials

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to approve the following Department Reports-

- a. Department Reports
 - Court
 - Police
 - Building
 - Code Enforcement
- b. July 2023 Financials
- c. August 2023 Financials

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Adjourn/Recess.

At 7:38 p.m. with no further action to come before the Council motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda


AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

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

REQUIRED SIGNATURE

REQUESTED BY:



COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

A TEXT AMENDMENT TO AMEND THE ZONING MAP FOR THE RE-ZONING OF CURE LAND COMPANY, LLC’S TAX PARCEL TAX PARCEL 132A-2-03-028.00 (5410 GEX DRIVE)

A resolution of the Mayor and City Council of the City of Diamondhead amending the Zoning Map to change Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use)

WHEREAS, Cure Land Company, LLC submitted a request to change the zoning of its Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use) and, .

WHEREAS, the Planning & Zoning Commission at its meeting on September 26, 2023 concurred with the recommendation of the Planning & Zoning Administrator to approve the request of Cure Land Company, LLC for the rezoning of Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use) citing the City’s Comprehensive Plan, Envision Diamondhead 2040, was adopted in August 2020 and wherein the Center District and mixed-use subdistrict were added to the Zoning Ordinance, and

WHEREAS, the subject parcel is one which has been identified as mixed use and meets with Envision Diamondhead 2040 goals and objectives to provide additional housing options for those not interested in single-family detached homes.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City Council does here by amend the Zoning Map and further amends the zoning for Tax Parcel Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use).

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 3TH DAY OF OCTOBER, 2023.

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

MAYOR NANCY DEPREO

ATTEST: _____
Jeannie Klein, City Clerk

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



Office 228-222-4626
Fax 228-222-4390
www.Diamondhead.ms.gov

APPLICATION FOR ZONING CHANGE

CASE NO. 202300417

DATE 8-21-23

APPLICANT: MICHAEL D. CURE

APPLICANT'S ADDRESS: 106 YALBOROUGH PL. WARELAND, MS. 39596

APPLICANT'S TELEPHONE: (HOME) ⁽²²⁸⁾ 304-7157 (WORK) ⁽²²⁸⁾ 463-0050

PROPERTY OWNER: CURE LAND COMPANY LLC

MAILING ADDRESS: P.O. BOX 44 LAKESIDE, MS. 39558

TELEPHONE NUMBER: (HOME) ⁽²²⁸⁾ 304-7157 (WORK) 228-463-0050

TAX ROLL PARCEL NUMBER: # 132-A-2-03-028

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: _____

5410 GEX DRIVE

ZONING CHANGE (FROM) C-1 (TO) R-3

STATE PURPOSE OF REZONING: CONDOMINIUM DEVELOPMENT

STATEMENT OF UNDERSTANDING

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

The application fee of ~~\$600.00~~ ^{200.00} must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

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

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

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

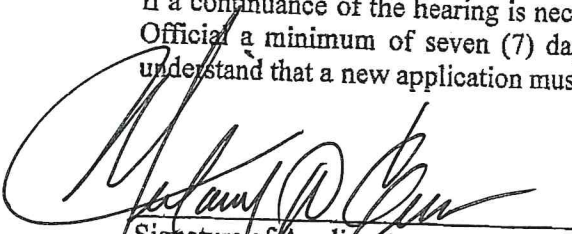
That all required attachments have been provided to the City of Diamondhead.

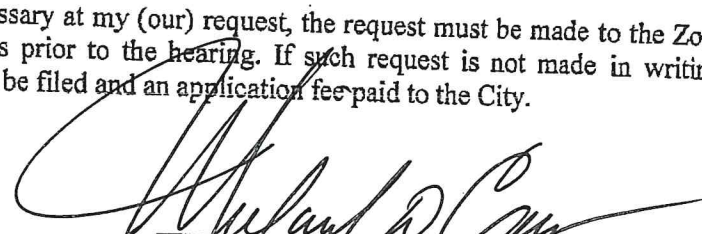
That additional information may be required by the Planning Commission prior to final disposition.

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

The Public Hearing will be held on 9/24/23 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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


Signature of Applicant


Signature of Property Owner

_____ For Official Use Only _____

- ~~\$600.00~~ ^{200.00}
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owners NA ()

- Application Signed
- Written Project Description
- Drainage Plan NA ()
- Notarized Statement NA ()

January 11, 2023

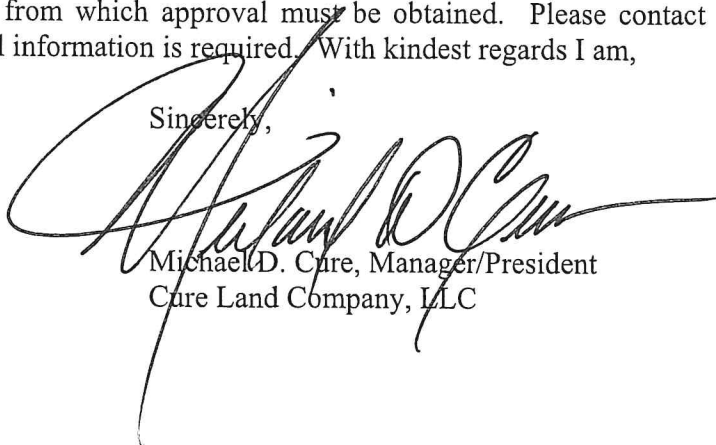
City of Diamondhead, Mississippi
ATTN: Planning and Zoning
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Developer: Carlene Alfonso, and/or Assigns
Property: Pt. (8.72 ac) JOHN B. LADNER CLAIM, Sec. 13, Ts. 8-S, R. 14-W,
Diamondhead, Hancock Co., MS
Parcel No.: 132A-2-03-028.000
Address: 5410 Gex Drive (n/k/a Diamondhead Drive North)

To whom it may concern:

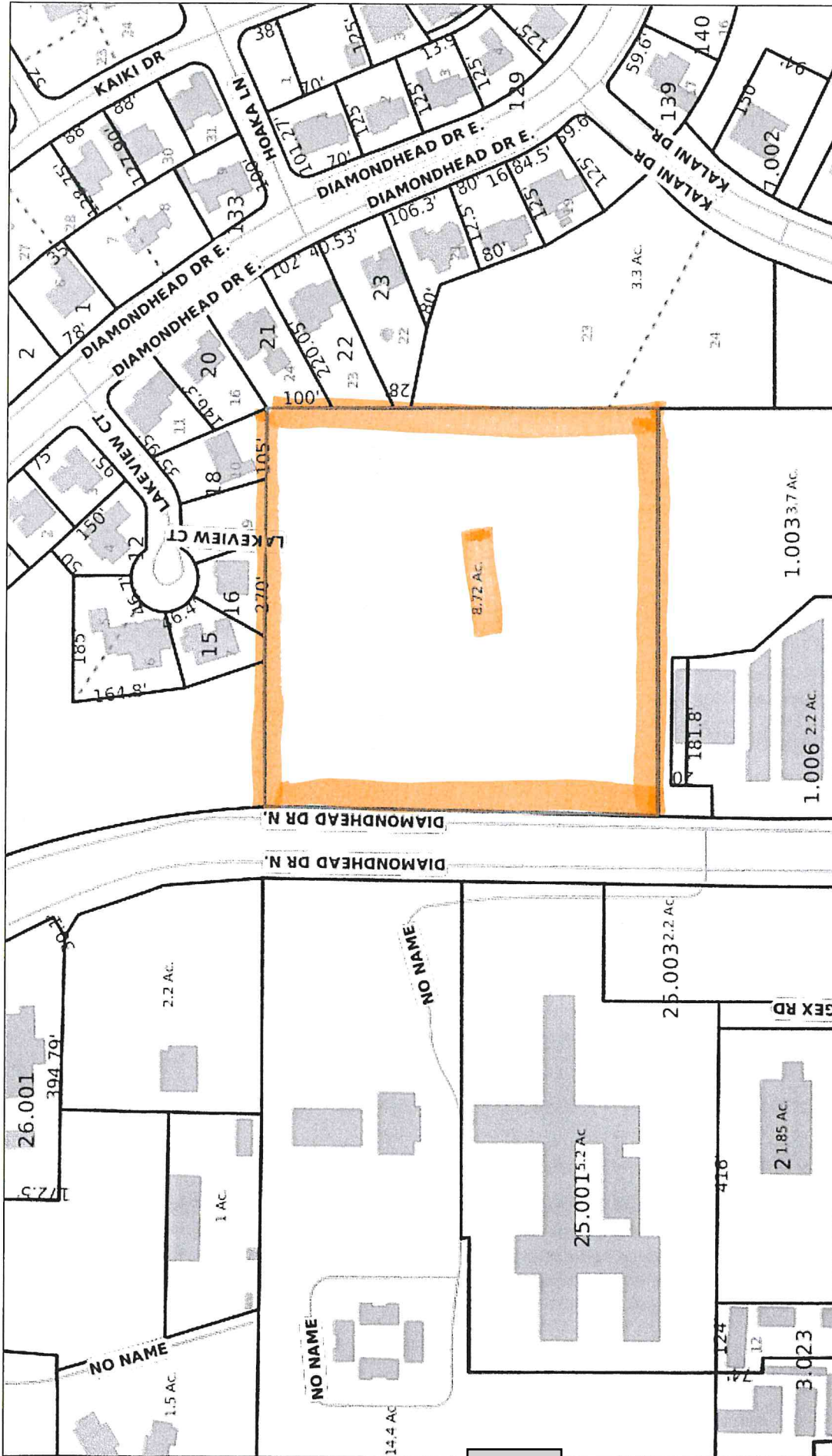
Please be advised that the above-named Developer is presently in the process of negotiating an agreement with Cure Land Company, LLC, as owner of the above-referenced property, which I represent herein as Manager/President. Such agreement involves the purchase and/or development of said property which will be made contingent on certain matters, including approval by the City of Diamondhead for the intended use and/or change to the current zoning. Please accept this correspondence as proof of the pending agreement with the Developer, and for authorization for the Developer to act on behalf of the Company. Such shall include, but not be limited to, the authority to make application, on behalf of Cure Land Company, LLC for approval by the City for such use and/or zoning change, and to represent the company in regard to such application before the City of Diamondhead and/or any other entities, departments, boards, or commissions from which approval must be obtained. Please contact me with any questions, or if additional information is required. With kindest regards I am,

Sincerely,



Michael D. Cure, Manager/President
Cure Land Company, LLC

Geoportal Map



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

DIAMONDHEAD CONDOMINIUM
ZONING REQUEST CHANGE FROM C-1 TO R-3
REQUIRED ITEMS
August 11, 2023

- i. Zoning request from C-1 to R-3/ATTACHED.
- ii. The attached Site plan shows the location of the proposed site of 8.31 acres located on Diamondhead Drive North (Gex Drive) with a 3-4 story residential condominium structure of 58 units with parking garage for 30 cars/golf carts with a total of 119 additional parking spaces/ATTACHED.
- iii. It is estimated that construction will begin in 2024 and be completed in the 2025 or the early spring of 2026.
- iv. The proposed 58 unit luxury condominium development will be located adjacent to Gex Drive buffered from Gex Drive by existing wetlands which will be left intact with the exception of an entry drive. The attractiveness of the wetlands and the existing lake will not be altered but will be insured by the site planning being proposed. A 20ft landscaped buffer is proposed on the perimeter of the site. Landscaping reflective of the wetlands will be incorporated in the community as a buffer. Further a nature preserve with walking trail will be designed to further buffer the adjacent/existing single family residences. This buffer will surround the development to provide attractive privacy and screening for both the condominium residents and adjoin residential and commercial properties. Our proposed condominium development's, existing site consists of 8.72 acres located at 5410 Gex Drive. The property is adjacent to the main entrance road into Diamondhead and is surrounded by commercial structures and C-1 zoning, as well as R-3 residential. The condominium property is roughly one half wooded wetlands and one half cleared uplands that as immediately adjacent to property zoned C-1 (vacant land) and R-3 (land developed). The wetlands are a tremendous asset to both Diamondhead and the condominium development the developer will not develop or intrude into the wetlands with the exception of building an entry drive adjacent to a portion of the wetlands and were previously filled.
- v. The proposed zoning charge from C-1 to R-3 allows for a condominium community of 8 units per acre. This zoning change allows for the development of a condominium community which matches the recommendations of future land use as identified in ENVISION DIAMONDHEAD 2040 (a plan for long term future and sustainable development adopted by the City Council July, 2021).

DIAMONDHEAD CONDOMINIUM
ZONING REQUEST CHANGE FROM C-1 TO R-3
REQUIRED ITEMS/page 2
August 11, 2023

The existing zoning of C-1 allow development of use by right without planning oversight of some uses that may not or are not compatible with adjoining single family residences. It is acceptable planning practice to provide a transitional zone or buffer zone of multifamily land use between residential and additional residential commercial developments. This zoning “step down” insures the viability of adjacent single family residences. The developer is are proposing to build a Condominium Community on this property located between the properties zoned C-1, General Commercial, and R-3, Low Density Single Family Residential Homes. Between these two zoned districts, Standard Planning Practices would expect a transitional zone or transitional development to provide a development Buffer zone to protect integrity of the existing Residential Homes from the C-1 uses that I Have listed above.

The current zoning (C-1) allows by “use by right” some of the following land uses. These uses do not require planning oversight as implied by “use by right”.

Under C-1 Zoning

- Bowling Alley
- Cabinet Shop
- Construction Office
- Feed & Seed Store
- Furniture Store
- Grocery Store
- Landscape Garden Sales
- Parking Garage
- Pest Control
- Short Term Rental
- Restaurant
- Seafood Shop
- Water Elevated Store (Water Tank)

The addition of the condominium community will increase the housing opportunities of residents either moving into Diamondhead or wishing to move from Apartment or single family homes within Diamondhead. The appeal of Diamondhead continues to increase as additional residential and as commercial development increases; this condominium as additional residential and allow

DIAMONDHEAD CONDOMINIUM
ZONING REQUEST CHANGE FROM C-1 TO R-3
REQUIRED ITEMS/ Page 3
August 11, 2023


Condominium it’s residents to walk to current and proposed downtown shopping opportunities. The condominium units will serve a population wanting to reside in Diamondhead but are not interest in rental apartments or single family residences with individual yards & structures requiring upkeep and maintenance. The proposed zoning charge would positively affect adjoining residential properties by providing a buffer from future commercial development. Again to protect the “Character “of existing neighborhood there should be a step down of transitioning zoning from the C-1 zoning down or transition in zoning from C-1 zoning to R-3, then down to the R-1 zoning. Again transitional zoning is standard zoning practice. Secondly, we believe that there is A “Public Need” for owner occupied permanent market rate housing in this area.

When you consider the uses allowed by right by the current zoning ordinance, along with uses allowed by Planning Commission and by Conditional Use. This condominium development would provide those businesses with a regular and consistent client base that could request those businesses from a walking distance!

- vi. The incorporation of the land use proposed as a outlined in ENVISION DIAMONDHEAD 2040, changing the existing land use from C-1, general commercial, to R-3, high density single family, will allow the addition of a high end residential community along Diamondhead Drive North (GEX-Drive) is which is consistent with the overall master plan and will prevent the intrusion of commercial development that could result in lower residential property values.
- vii. -Tax Parcel Map/Attached.
- viii. As previously stated the zoning change from C-1 (commercial) to R-3 (condominium residential) will provide another type of housing for people desiring to live in Diamondhead. We have designed the development so that the structure is architecturally appealing and consistent with Design Standards of the City of Diamondhead, ENVISION DIAMONDHEAD 2040. Significant green space has been preserved on site and we have provided for a large landscape buffer between our developments to provide added protection for the single family neighborhood. In every aspect of our design we have made every effort to comply with the Master Plan for the City of Diamondhead, but also with standard zoning practices that compliment the surrounding area while protecting the single family residential neighborhood.

DIAMONDHEAD CONDOMINIUMS
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE: SITE PLAN
 DRAWING STATUS: PRELIM DES. CODE REV. DES. REV. CONST. DOC.
 DATE: 04-12-23
 DRAWN: T.H. F.G.
 CHECKED: F.G.
 FILE: _____
 SHEET: **A1.00** OF _____

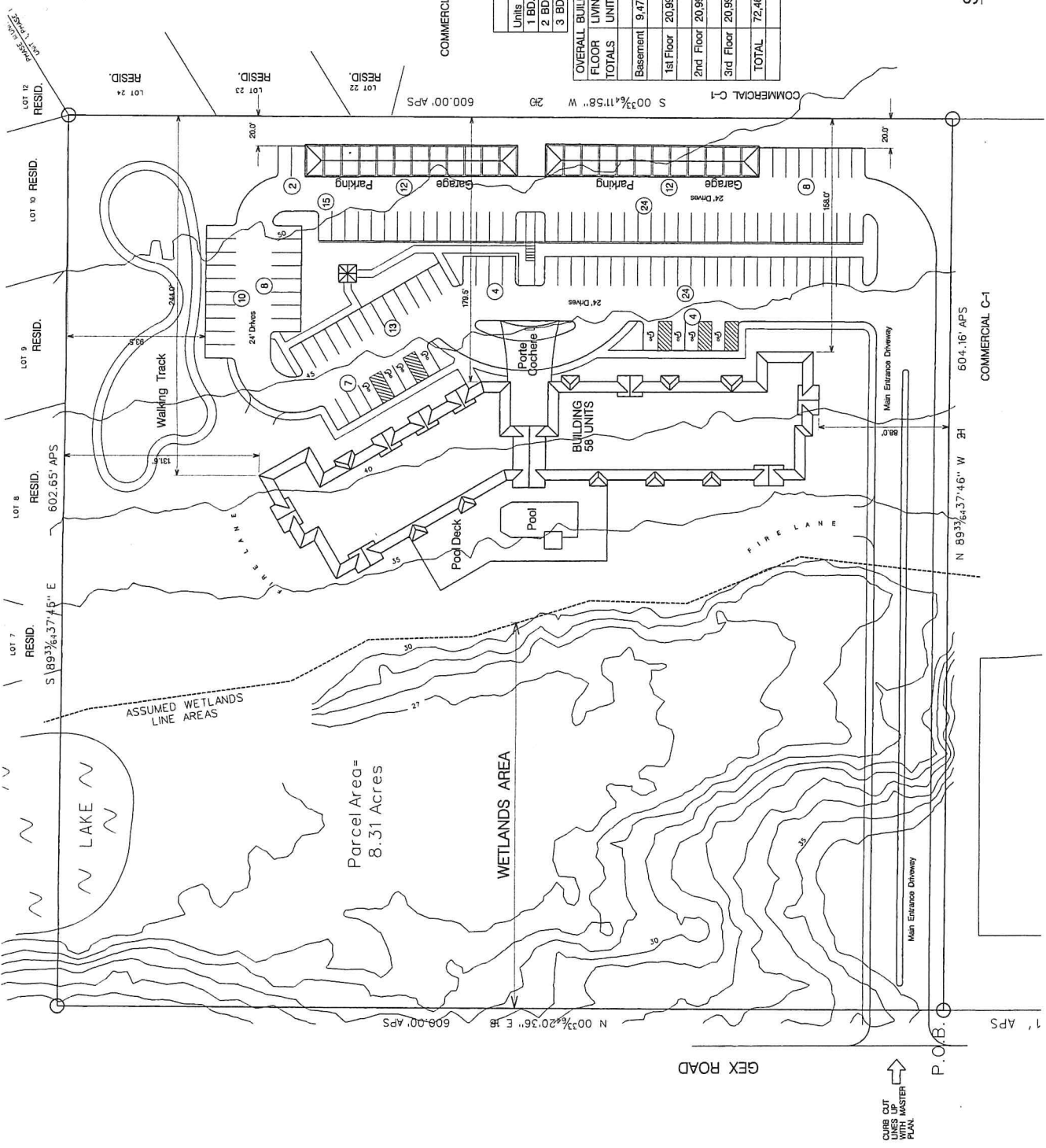
REVISIONS: _____
 DATE: _____

FRANK GEVER, JR., AIA
 ARCHITECT
 115 S. Main St., Room 105
 Biloxi, MS 39201
 P: 228.374.2264
 F: 228.374.2263

139 PARKING SPACES

Basement	First Floor	Second Floor	Third Floor
1 Bedroom Units: 0	1 Bedroom Units: 6	1 Bedroom Units: 6	1 Bedroom Units: 6
2 Bedroom Units: 5	2 Bedroom Units: 7	2 Bedroom Units: 7	2 Bedroom Units: 7
3 Bedroom Units: 2	3 Bedroom Units: 4	3 Bedroom Units: 4	3 Bedroom Units: 4
TOTAL = 7	TOTAL = 17	TOTAL = 17	TOTAL = 17

SQUARE FOOTAGE CALCULATION	
Units	Inside Heat-Cool Balcony Total Footprint
1 BD.	730.5
2 BD.	1,015
3 BD.	1,525
	176
	1,784

OVERALL BUILDING SQUARE FOOTAGE CALCULATIONS	
FLOOR	LIVING COMMON STOR. MAINT. TOTAL
Basement	9,478
1st Floor	20,996
2nd Floor	20,996
3rd Floor	20,996
TOTAL	72,466



SITE PLAN
 1" = 30'

REVISIONS	NO.	DATE:



FRANK GWIZDER JR. ARCHITECT
 16 S. Judd St.
 22337-2264
 Phone: 601-234-2525
 Fax: 601-234-2526

DISCLAIMER: THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS.

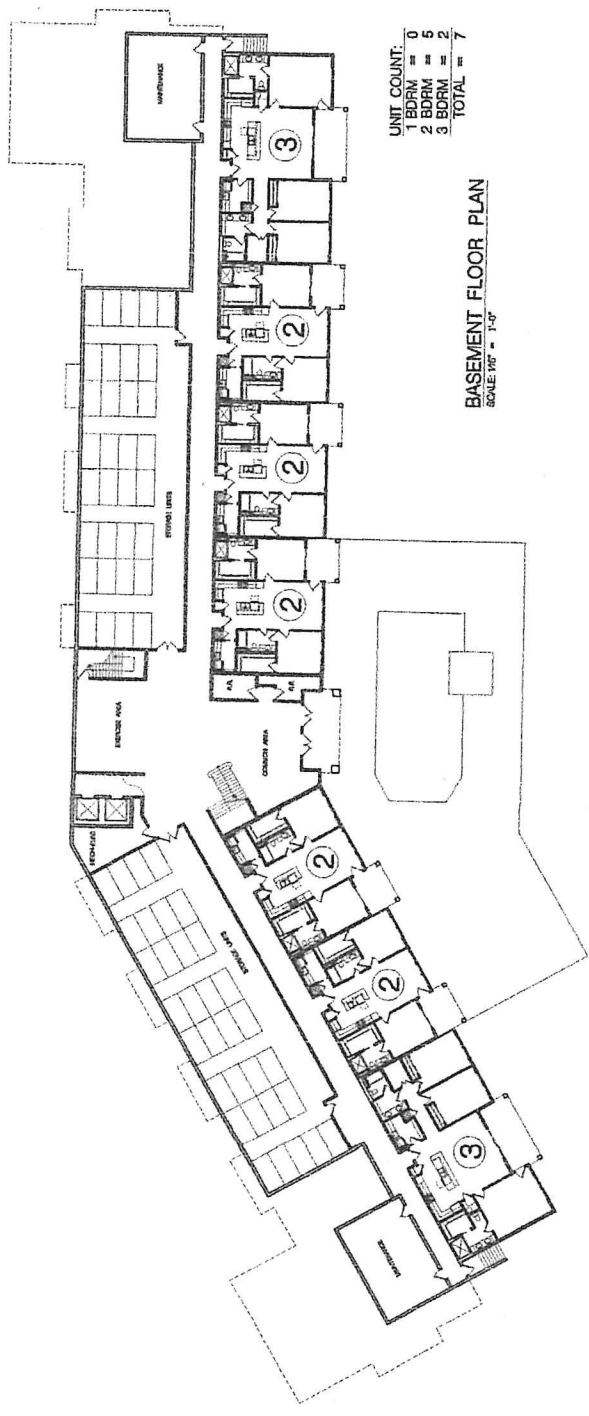
DIAMONDHEAD CONDOMINIUMS
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE: **BASEMENT & FIRST FLOOR PLANS**

DRAWING SUBMITTAL STATUS:
 PRELIM. DES. CODE REV.
 DESIGN. CD. CONST. DOC.
 DATE: 06-12-23

DATE: 06-12-23
 DRAWN: TJA
 CHECKED: F.A.L.

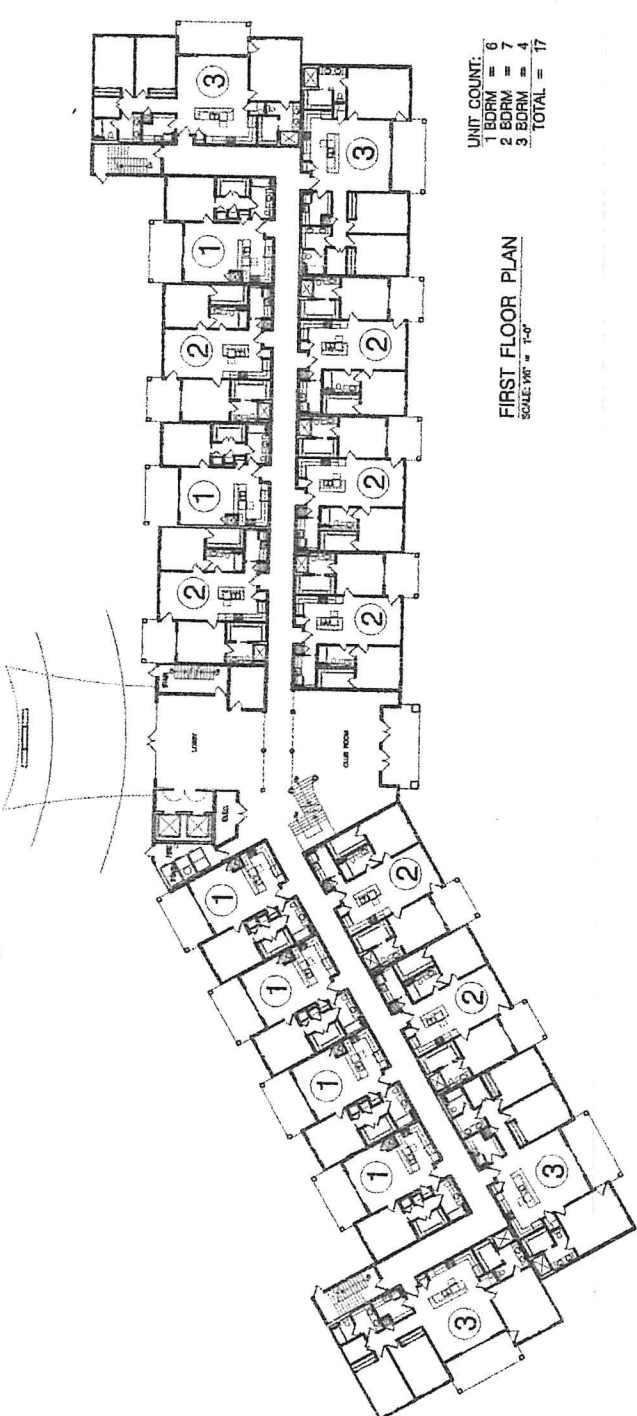
Item No. 3.
A2.



UNIT COUNT:

1 BDRM	=	0
2 BDRM	=	5
3 BDRM	=	2
TOTAL	=	7

BASEMENT FLOOR PLAN
 SCALE: 1/8" = 1'-0"



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
TOTAL	=	17

FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"

REVISIONS	NO.	DATE

FRANK GEVNER JR. ARCHITECT
 200 N. LAMAR ST.
 SUITE 1000
 HOUSTON, TEXAS 77002
 P: 713.526.1232

DISCLAIMER
 THE ARCHITECT HAS PREPARED THESE DOCUMENTS FOR THE PROJECT AND HAS NOT CONDUCTED ANY INVESTIGATION OR SURVEY OF THE SITE OR THE EXISTING CONDITIONS THERE. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY ADVERSE CONDITIONS OF THE SITE OR THE EXISTING CONDITIONS THERE. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY ADVERSE CONDITIONS OF THE SITE OR THE EXISTING CONDITIONS THERE. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY ADVERSE CONDITIONS OF THE SITE OR THE EXISTING CONDITIONS THERE.

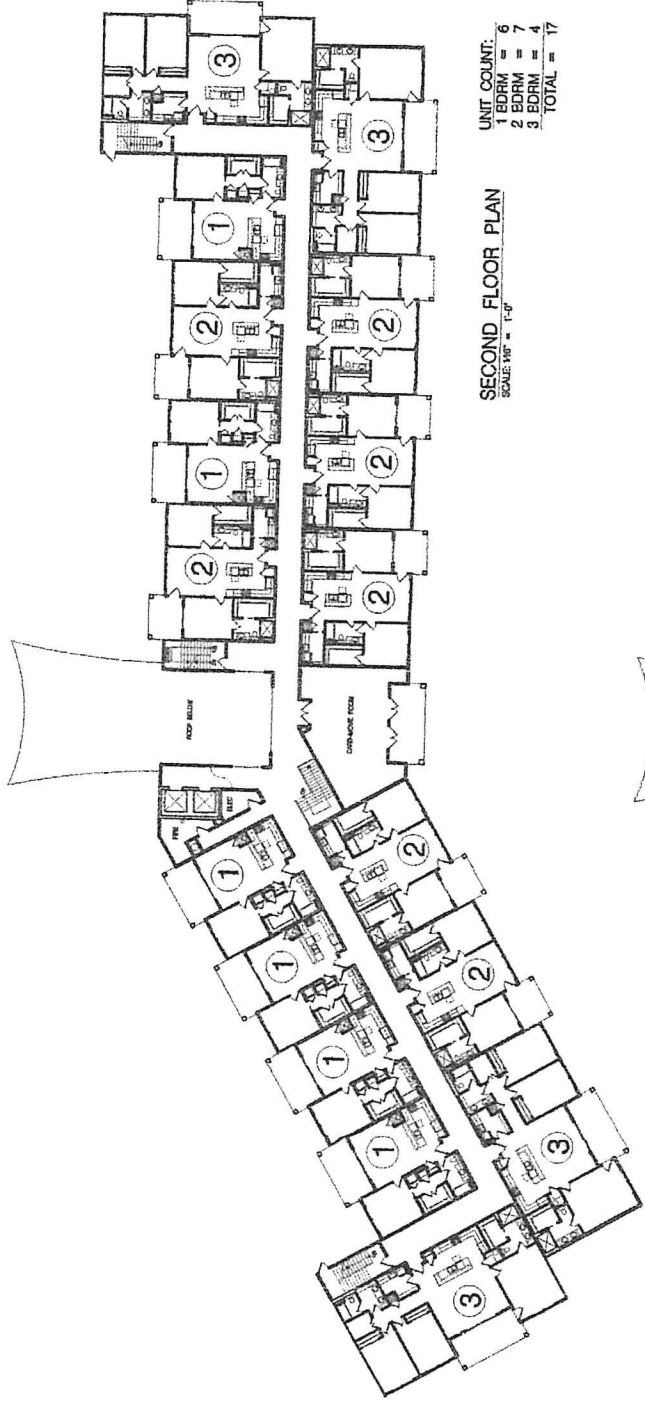
DIAMONDHEAD CONDOMINIUMS
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE
 SECOND & THIRD FLOOR PLANS

DRAWING SUBMITTAL STATUS
 PRELIM DES CODE REV.
 ISSUE/REV. CONST. DOC.
DATE: 04-12-23
DRWN: TFL
CHKD: FGL

Item No. 3

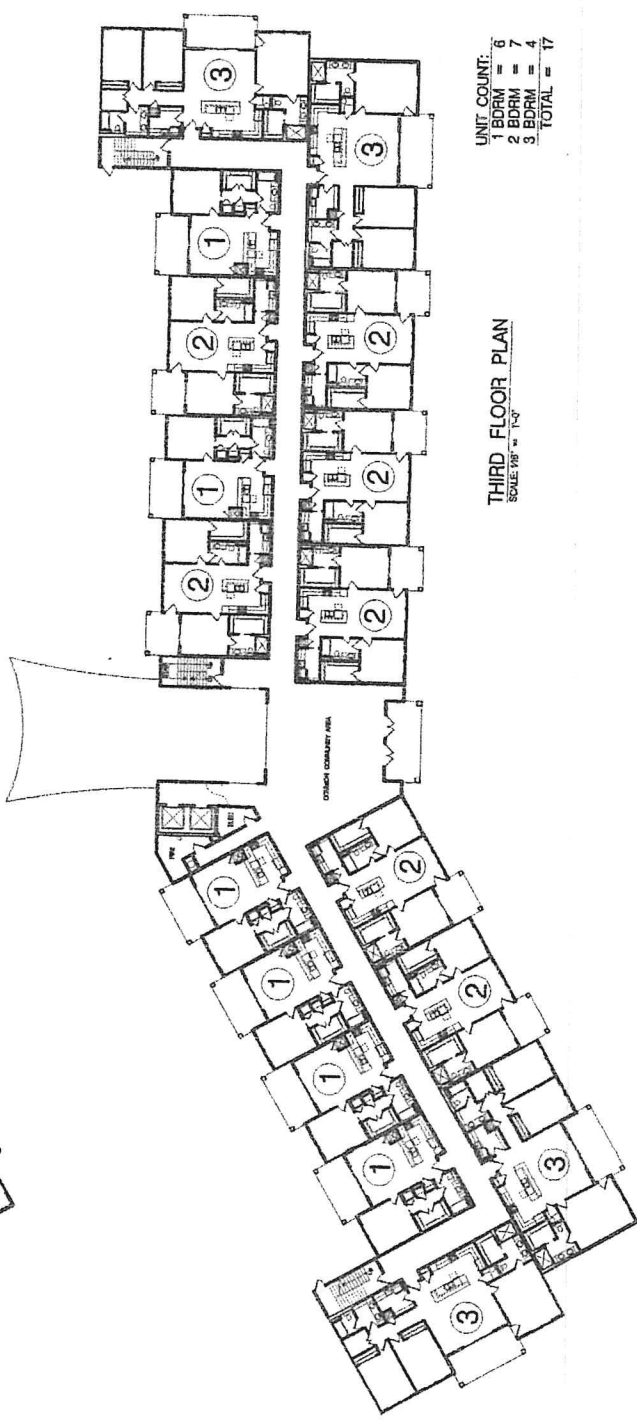
A3



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
TOTAL	=	17

SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
TOTAL	=	17

THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"

REVISIONS	NO.	DATE:



FRANK GENZER JR. ARCHITECT
 16 S. Lake St.
 Suite 105
 Diamondhead, MS 39531
 Phone: 391-2234
 Fax: 391-2235

SEAL

DIAMONDHEAD CONDOMINIUMS

PROJECT

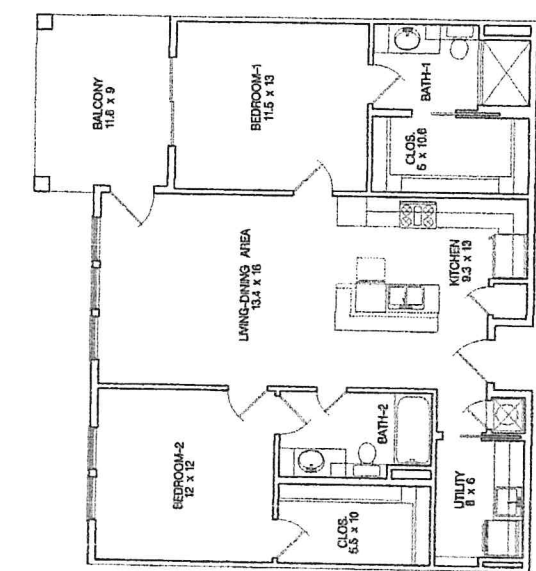
SHEET TITLE
UNIT FLOOR PLANS

DATE: 01-12-23

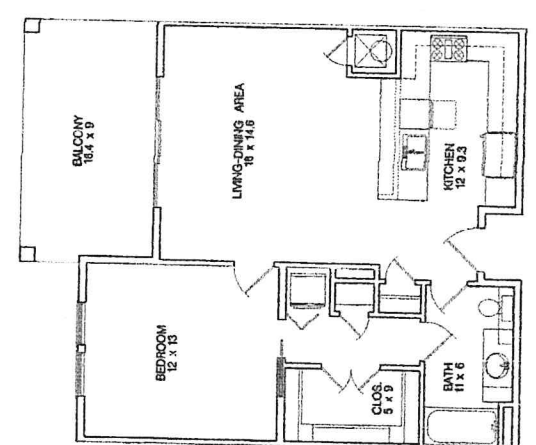
DRWN: T.H.
 CRDL: F.G.L.

REVISIONS

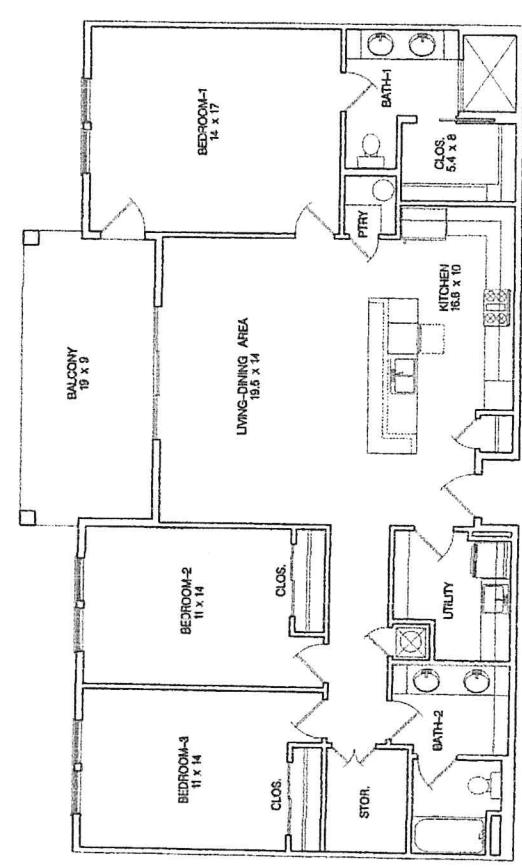
Item No. 3.



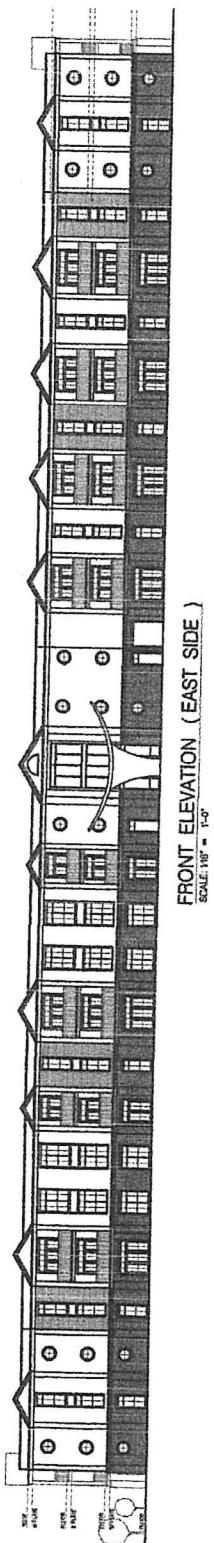
① 1-BEDROOM UNIT PLAN
 SCALE 1/8" = 1'-0"
 730.5 s.f. Inside Heat-Cool
 742.0 s.f. Outside Heat-Cool
 107.5 s.f. Balcony Heat-Cool
 501.0 s.f. Total Unit Area



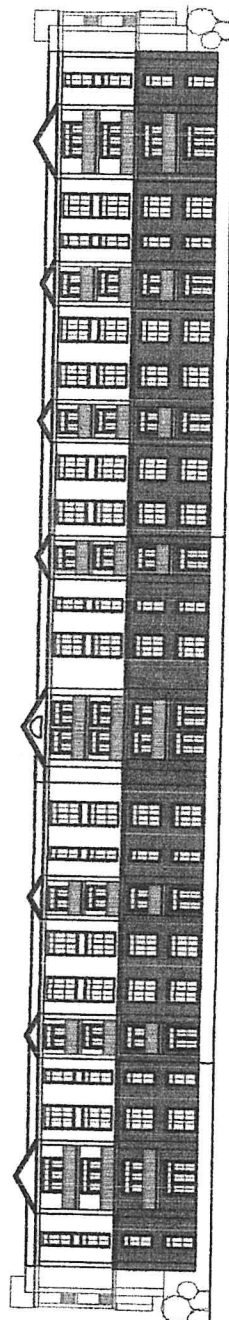
② 2-BEDROOM UNIT PLAN
 SCALE 1/8" = 1'-0"
 1015 s.f. Inside Heat-Cool
 1075 s.f. Outside Heat-Cool
 178 s.f. Balcony Heat-Cool
 1784 s.f. Total Unit Area



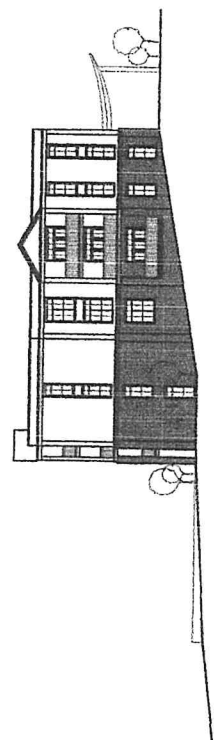
③ 3-BEDROOM UNIT PLAN
 SCALE 1/8" = 1'-0"
 1525 s.f. Inside Heat-Cool
 1675 s.f. Outside Heat-Cool
 178 s.f. Balcony Heat-Cool
 1784 s.f. Total Unit Area



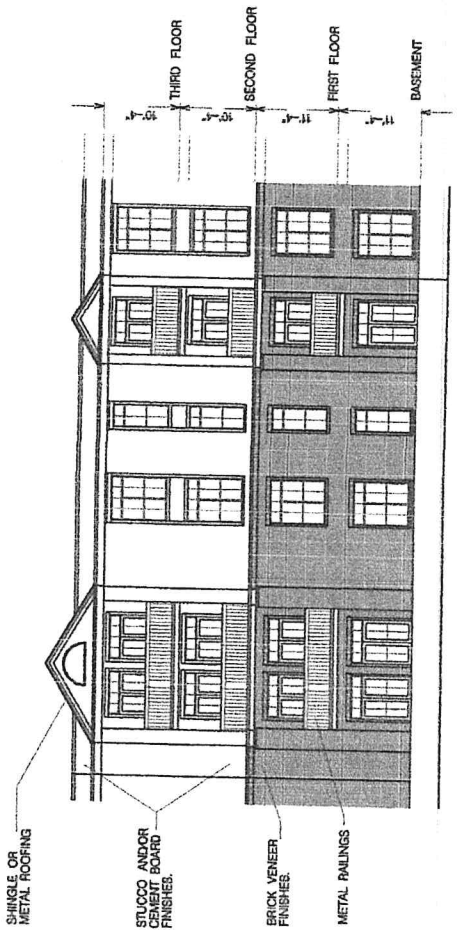
FRONT ELEVATION (EAST SIDE)
SCALE: 1/8" = 1'-0"



REAR ELEVATION (WEST SIDE)
SCALE: 1/8" = 1'-0"



TYPICAL SIDE ELEVATIONS
SCALE: 1/8" = 1'-0"



ENLARGED TYPICAL ELEVATION STYLE
SCALE: 1/8" = 1'-0"

- SHINGLE OR METAL ROOFING
- STUCCO AND/OR CEMENT BOARD FINISHES
- BRICK VENEER FINISHES
- METAL PANELING

NO.	DATE	REVISIONS

FRANK GENZER JR. AIA
ARCHITECT
 200 N. JONES BL.
 SUITE 100
 FAYETTEVILLE, MS 38930

DISCLAIMER:
 I, FRANK GENZER JR., ARCHITECT, HEREBY CERTIFY THAT I AM THE ARCHITECT OF RECORD FOR THE PROJECT AND THAT I AM NOT PROVIDING ANY SERVICES TO THE CLIENT THAT ARE NOT DESCRIBED IN THE CONTRACT DOCUMENTS. I AM NOT PROVIDING ANY SERVICES TO THE CLIENT THAT ARE NOT DESCRIBED IN THE CONTRACT DOCUMENTS. I AM NOT PROVIDING ANY SERVICES TO THE CLIENT THAT ARE NOT DESCRIBED IN THE CONTRACT DOCUMENTS.

DIAMONDHEAD CONDOMINIUMS
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE
 EXTERIORS

DRAWING SUBMITTAL STATUS
 PRELIM. DES. CODE REV.
 LOSS. REV. GR. CONST. DOC.
DATE: 04-15-23

DRWN: T.J.L.
CHKD: F.A.G.
FILE

SHEET NO.
A5.
Item No. 3.



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: September 27, 2023

SUBJECT: Cure Land Company, LLC, Rezone Request

Cure Land Company, LLC, represented by Carlene Alfonso requested to rezone a parcel from C-1 to R-3 to accommodate a condominium development. The staff recommended and the Planning Commission approved rezone to Town Center Mixed Use (TCMU) based on the following:

TCMU district is in zoning ordinance.

4 story condos are allowed in this district as mid-rise dwellings.

Staff will introduce the C-1 rezoning plan in September. This parcel is identified as TCMU.

Follows Comprehensive Plan recommendation.

The Planning & Zoning Commission voted 4-0 to recommend the rezone.



5000 Diamondhead Circle · Diamondhead, MS 39525
Phone: 228.222.4626 Fax: 228-222-4390

STAFF REPORT TO PLANNING COMMISSION

DATE: September 26, 2023

CASE FILE NUMBER: 202300417

APPLICANT: Cure Land Company, LLC / Carlene Alfonso

TAX PARCEL NUMBER: 132A-2-03-028.000

PHYSICAL STREET ADDRESS: 5410 Gex Drive

ZONING DISTRICT: C-1 General Commercial

TYPE OF APPLICATION: Zoning Change

NATURE OF REQUEST: Change the current zoning from C-1 (General Commercial District) to R-3 (High Density Single Family Residential) to build a 58-unit condominium development. The parcel of property is generally described as being bounded on the west by Diamondhead Drive North, the north by the Duck Pond and Lakeview Court, the east by Diamondhead Drive East and Prestige Properties and the south by Universal Storage and a vacant parcel owned by Tara Corp. The parcel of property is legally described as 8.72 Acre Pt. J B Ladner Claim 13-8-14.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: September 26, 2023

ACTION BY THE PLANNING COMMISSION:

FINDINGS: This ordinance, including the zoning map, is based on comprehensive planning studies, and is intended to carry out the objectives of a sound, stable and desirable environment. It is recognized that casual amendments of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

- A. Error: There was an error in the initial zoning of the property as it was brought into the city.
- B. Change in Condition: Changed or changing conditions in a particular area in the city or metropolitan area generally, resulting from changes in population, both of the area

proposed to be rezoned and in the surrounding areas, or changes in existing road patterns or traffic, including traffic volumes, and also including the development of new roadways in the vicinity.

- C. Changes in whatever is classified as the "neighborhood" (which may not necessarily be limited to that of a relatively concise area), and which may include changes in population, development trends, and the existing character of nearby property and/or changes that have occurred in the character of nearby property.

RECOMMENDATION TO PLANNING COMMISSION: To approve the rezoning to Town Center District Mixed Use (TCMU).

The staff recommends the rezoning based on the following findings of fact.

- A. There have been changes in conditions which are identified in the comprehensive plan. Per the comprehensive plan, Envision Diamondhead 2040, the Town Center District and mixed-use subdistrict were added to the Zoning Ordinance in August 2020. This parcel is one which has been identified as mixed use. The comprehensive plan also identified the need for additional housing options for those not interested in single-family detached homes. The proposed development will qualify as a mid-rise dwelling.



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY23

Project Number:

PROJECT SUMMARY

<p>1. Title of Project: <i>red outlines indicate required fields</i></p> <input type="text" value="Noma Drive Public Access Improvements"/>	<p>6. Funding Requested:</p> <input type="text" value="1025166.57"/>
<p>2. Location of Project:</p> <input type="text" value="Noma Drive"/> <input type="text" value="Diamondhead, MS"/>	<p>7. Matching Funds:</p> <input type="text"/>
<p>3. Requesting Agency:</p> <input type="text" value="City of Diamondhead"/>	<p>8. Source of Matching Funds:</p> <input type="text"/>
<p>9. Total Project Funds:</p> <input type="text" value="1025166.57"/>	

4. Requesting Agency Representative:

a. Name:

b. Phone:

c. Fax:

d. Address:

e. Email:

5. Project Manager:

a. Name:

b. Phone:

c. Fax:

d. Address:

e. Email:



ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY23

Project Number: FY23-P510-10DH

PROJECT SUMMARY

? 10. Provide Brief Project Description/Overview:

Improve public access to coastal waterways at Noma Drive to include an improved boat launch, restoration of waterways, timber access piers, floating ADA approved Kayak Launch, timber fishing and bird watching piers, parking, portable restroom facilities, landscaping, seating areas, boardwalk, property acquisition and utilities.

? 11. LIST Project Goals/Objectives:

Promote more safe public access for local residents, visitors, and nature enthusiasts to coastal waters.

? 12. LIST Project Benefits:

Increase recreational use and access to coastal waters, promote economic development for water front property, provide safe docking temporary docking space for boaters during inclement weather.



ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY23

Project Number: FY23-P510-10DH

PROJECT SUMMARY

? 13. LIST Project Tasks:

Preliminary Design
Property Acquisition
Final Design/Permitting
Bid Phase
Construction Phase

? 14. Project Timetable/Milestones:

Preliminary Design - 1 month
Property Acquisition - 4 months
Final Design/Permitting - 4 months
Bid Phase - 1 month
Construction Phase - 6 months

? 15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: *(type N/A if not applicable)*

N/A

? 16. Project Timing:



Short-term (3 years or less)



Deferred/long-term (3 – 5 years)



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY23

Project Number: FY23-P510-10DH

APPLICATION SUMMARY QUESTIONNAIRE

? 17. Is this a Multi-Phase Project? Yes No

18. Is any part of this project located on private property? Yes No

19. Is there an existing lease between the requesting agency and property owner? Yes No

20. If required, are the plans approved by the DMR Permitting Office? Yes No

? 21. Will this project enhance an existing water-dependent activity? Yes No

Identify the activity:

Fishing, birding, and water access for recreational use.

? 22. Does this project coordinate with other existing or planned projects? Yes No

Identify the project(s):

Noma Drive Water Front Improvements and Dredging

? 23. Will this project involve impacting, filling, or dredging coastal wetlands? Yes No

If yes, what acreage: 0.24

? 24. Identify the constituency or interest group(s) which this project will serve:

Local residents, tourists, fisherman, boaters, kayakers, and nature enthusiasts.

? 25. Identify the service that this project will provide to the group(s) identified in 24:

Safe access to coastal waters



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY23

Project Number: FY23-P510-10DH

APPLICATION SUMMARY QUESTIONNAIRE

? 26. Project Category:
(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

? 27. Current status of architectural/
engineering plans & specifications
for this project (if applicable):
(check one from each group)

- Group 1:
- Completed
 - In Progress
 - Ready to Bid
 - Other (identify)

- Group 2:
- Paid for
 - Funds budgeted
 - Funds not budgeted

? 28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

? 29. Have other State or Federal funding
sources been identified for the project?

- Yes
- No

If yes, identify:

? 30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project meets the goals and objectives of the DMR and SOS by enhancing, protecting, and providing public access to tidelands affected areas for local residents, tourists, boaters, fishing community and nature enthusiasts.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY23

Project Number: FY23-P510-10DH

APPLICATION SUMMARY



31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

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

The goals of the project are to promote more safe public access to local residents, visitors, and nature enthusiasts to coastal waters. The benefits are to increase recreational use and access to coastal waters, promote economic development for water front property, provide safe docking temporary docking space for boaters during inclement weather.



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY23

Project Number: FY23-P510-10DH

APPLICATION SUMMARY

? 32. Estimated number of years to completion:

? 33. Estimated Completion Date:

? 34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:

Jaron Chinche, P.E.
Signature

Date

Requesting Agency Representative:

Signature

Date

36. Attach project schematics or drawings as appropriate



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY23

Project Number: FY23-P510-10DH

BUDGET

	?	?	?	?	?	
Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering		32899.97				\$ 32,899.97
Legal	3000	18000				\$ 21,000.00
Consulting						\$ 0.00
Construction	126266.60	775000				\$ 901,266.60
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition	10000	60000				\$ 70,000.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 139,266.60	\$ 885,899.97	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,025,166.57

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
Tidelands Funding Awarded						\$ 0.00
Federal Grants Funding						\$ 0.00
FEMA Funding						\$ 0.00
MEMA Funding						\$ 0.00
CDBG Funding						\$ 0.00
In-Kind Donations						\$ 0.00
Other						\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Huey P. Stockstill, LLC.
Diamondhead Roadway Improvements
DATE OF ISSUANCE: September 14, 2023

OWNER: City of Diamondhead

CONTRACTOR: Huey P. Stockstill, LLC.

ENGINEER: Digital
Engineering

PROJECT: Diamondhead Roadway Improvements Ph 4 BID NO.: 2022-004

This Certificate of P Substantial Completion applies to all Work under the Contract Documents.

TO: City of Diamondhead
OWNER

AND TO: Huey P. Stockstill, LLC.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

September 14, 2023

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items on the attached tentative list shall be completed or corrected by CONTRACTOR within thirty (30) days of the above Date of Issuance.

**Certificate of Substantial Completion
Diamondhead Roadway Improvements Ph 4
Page 2 of 3**

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, utilities, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: Owner assumes responsibility for security and maintenance.

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty.

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

Tentative List of Items to be Completed or Corrected

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

Executed by ENGINEER on September 18, 2023



Digital Engineering - Engineer

CONTRACTOR accepts this Certificate of Substantial Completion on September 18, 2023



Huey P. Stockstill, LLC. - Contractor

OWNER accepts this Certificate of Substantial Completion on _____

City of Diamondhead- Owner

Certificate of Substantial Completion
Diamondhead Roadway Improvements Ph 4
Page 3 of 3

LIST OF ITEMS TO BE COMPLETED OR CORRECTED

Diamondhead Roadway Improvements Ph 4

BID NO.: 2022-004

Date: September 14, 2023

1. Bayou Dr. – Feather around MH at driveway at 104227 and install striping.
2. Haleiwa Pl. – Stop Bar, repair bird bath (leveling course in plans) at 10156.
3. Haleiwa Ct. – Striping
4. Bayou Circle – Stop Bars
5. Opla Pl. - Stop Bar
6. Polo Ct. - Stop Bar
7. Honalo Pl. - Stop Bar
8. Hana St. - Stop Bars at each end.
9. Loa Pl. - Stop Bar
10. Apona St. - Stop Bars at each end.
11. Aulena Ct. - Stop Bar
12. Auahi Pl. - Stop Bar
13. Alkii Way - Stop Bars at each end.
14. Golf Club Dr. – Stop bars, cart path crossings, and striping.
15. Loulu Pl. - Stop Bar
16. Lakeview Ct.- Stop Bar
17. Huko Ct.- Stop Bar
18. Iona Ct. - Stop Bar
19. Oliwa Pl. - Stop Bar



We have prepared a quote for you

DPD - BodyWorn 5 Year Renewal - 2023-9-25

Quote # 059820
Version 2

Prepared for:

Diamondhead Police Department

Darryl Russell
Darryl.Russell@co.hancock.ms.us

Products

Item	Description	Price	Qty	Ext. Price
	BodyWorn and RocketIoT In-Car Video System Hardware Bundle			
BWI-H-4001	EOS and Rocket In-Car Video System Hardware Bundle	\$3,400.00	10	\$34,000.00
BWI-S-4005	Polaris and SmartRedaction™ SaaS for EOS and Rocket EcoSystem - 5 Years - Term: 10/1/2023 through 9/30/2028	\$11,240.00	10	\$112,400.00
RIOT-H-8000024	UTILITY UPS for Rocket Battery Back-Up (MSRP: \$300 Per Unit - Total Savings of \$3,000)	\$0.00	10	\$0.00
	Small Power Banks, Cables, and Holsters			
C509	2-Pack Small 5V 2A Power Bank DC Pocket Size Battery Pack 5000mAh USB Portable Charger for iPhone Samsung Android Phone, Mini Rechargeable Power Pack	\$46.75	5	\$233.75
B08LL1SVZD	6 inch Short USB C Charging Cord, 5 Pack Durable USB A to USB Type C 3A Fast Charging Cable for Charging Station	\$9.95	2	\$19.90
BODY-H-303-MotoOne5G	Bodyworn™ Soft Shell Pouch with Holster and Lens - MotoOne5G (MSRP: \$60 Per Unit - Total Savings of \$600)	\$0.00	10	\$0.00
Discount	LEGACY CUSTOMER DISCOUNT WITH MULTIYEAR AGREEMENT ONLY - NOT APPLICABLE TO ANY OTHER PROPOSAL - CREDIT INCLUDES \$420 DISCOUNT TOWARDS SALE FOR EACH ROCKET IOT X UNIT RETURNED TO UTILITY, OTHER CONCESSIONS ARE ALSO CONSIDERED AS PART OF THIS OFFER DISCOUNT	(\$420.00)	10	(\$4,200.00)

Subtotal: \$142,453.65

Optional Products

*Optional

Item	Description	Price	Qty	Ext. Price
EOS-Refresh	BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector	\$900.00	11	\$9,900.00
CAD-I	CAD Integration	\$15,000.00	1	\$15,000.00
CAD-S-5	CAD Activation SaaS - 5 Years	\$900.00	10	\$9,000.00
ALPR-S-5	ROCKET ALPR SaaS - 5 Years	\$9,725.00	1	\$9,725.00
ALPR-H	ROCKET ALPR HaaS	\$1,475.00	1	\$1,475.00
SER-S-5100	3rd Party Data Storage - 2 TB	\$750.00	1	\$750.00

Optional Products

*Optional

Item	Description	Price	Qty	Ext. Price
TAB-H-4001	RocketIoT Tablet Interface	\$1,010.00	10	\$10,100.00
SWP-H-4001	Yard SmartWay Point - Yard router for high speed video/media upload	\$1,100.00	1	\$1,100.00
SWP-S-4005	SaaS for Smart WayPoint Access Point - 5 Years	\$14,700.00	1	\$14,700.00

*Optional Amount: **\$71,750.00**

DPD - BodyWorn 5 Year Renewal - 2023-9-25

Prepared by:

Metrix Solutions
Harrison Partridge
601-863-0086
Fax
harrisonpartridge@pileum.com

Prepared for:

Diamondhead Police Department
500 Diamondhead Circle
Diamondhead, MS 39525
Darryl Russell
Darryl.Russell@co.hancock.ms.us
(228) 222-4649

Quote Information:

Quote #: 059820
Version: 2
Delivery Date: 09/25/2023
Expiration Date: 10/25/2023

Quote Summary

Description	Amount
Products	\$142,453.65
Total: \$142,453.65	

*Optional Expenses

Description	Amount
Optional Products	\$71,750.00
Optional Subtotal: \$71,750.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

▶ Metrix - Payment Terms

- Once order has been submitted and processed by Metrix Solutions, a restocking fee may apply if customer decides to cancel the order. Please note that this document is a sales quotation and not an invoice. An invoice will be sent upon delivery of items and/or services ordered. Payment is due upon receipt of invoice. A 1% per month interest charge begins at 30 days.
- Payment Schedule
 - Payment 1 - Due October 1, 2023: \$28,490.73
 - Payment 2 - Due October 1, 2024: \$28,490.73
 - Payment 3 - Due October 1, 2025: \$28,490.73
 - Payment 4 - Due October 1, 2026: \$28,490.73
 - Payment 5 - Due October 1, 2027: \$28,490.73
 - Total Over 5 Years: \$142,453.65

Signature: _____

Printed Name: _____

Title: _____

Date: _____

▶ Metrix - New Terms and Conditions

Terms and Conditions for BodyWorn

Updated Terms: <https://www.utility.com/service-agreement/>

T-1. CONTRACT

This Sales Contract (hereinafter Agreement) is entered into by and among Metrix Solutions (hereinafter SELLER), Utility Associates Inc. (hereinafter MANUFACTURER) and Diamondhead Police Department (hereinafter BUYER). The Terms and Conditions and order information set forth in this document or incorporated by reference and any modification made pursuant to it shall constitute the complete and exclusive written expression of the terms and conditions of the agreement between the parties, and supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this contract. The terms and conditions of this Agreement as set out herein may not in any way be explained or supplemented by a prior or existing course of dealings between the parties by any usage of trade or custom, or by any prior performance between the parties pursuant to this contract or otherwise and may not be modified in any way by any subsequent orders, proposals, acknowledgments, or other communications which relate to said order, unless specifically agreed in writing by BUYER, SELLER and MANUFACTURER. Neither SELLER nor MANUFACTURER is responsible for typographical errors made in any of its publications, or for stenographic or clerical errors made in preparation of quotations, acknowledgments, or specifications. All such errors are subject to correction. All prices are based on the quantity and delivery shown on the quotation or acknowledgment.

T-2. LIMITED WARRANTY

Products sold by SELLER pursuant to this Agreement have been manufactured by MANUFACTURER and accordingly are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. This warranty is only applicable to any of MANUFACTURER's products which BUYER returns to MANUFACTURER within one (1) year from the date of initial delivery, and which MANUFACTURER determines to be defective within the terms of this warranty. Products are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. MANUFACTURER'S obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at MANUFACTURER's sole option. MANUFACTURER shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the MANUFACTURER's property. This warranty does not extend to any MANUFACTURER product which has been subjected to misuse, neglect, accident, improper installation, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by MANUFACTURER, or which has been repaired or altered by BUYER or persons other than MANUFACTURER or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed. MANUFACTURER liability does not cover normal wear and tear or deterioration. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WRITTEN, EXPRESS, IMPLIED OR STATUTORY WARRANTIES. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND DESIGN WARRANTIES ARE SPECIFICALLY EXCLUDED AND SHALL NOT APPLY.

T-3. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF PROFIT OR REVENUE, INSTALLATION OR REMOVAL COSTS OR COSTS OF SUBSTITUTE PRODUCTS. BUYER AGREES THAT ANY BASIS FOR IMPOSING ANY LIABILITY ON SELLER FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, OR LEGAL EXPENSES RELATING TO THE SALE OR USE OF SELLER'S PRODUCTS SHALL BE VOID AND UNENFORCEABLE TO THE EXTENT NOT PROHIBITED BY LAW. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING

Initials: _____

OUT OF, CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT WILL NOT EXCEED THE PRICE PAID FOR THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL LIABILITIES AND CLAIMS ARISING FROM USE OF SELLER'S PRODUCT.

T-4. DELIVERY

The shipment date set out herein is SELLER's best estimate of the time material will be shipped from MANUFACTURER, and neither SELLER nor MANUFACTURER assumes any liability for loss, damage, or consequential damages due to delays for any reason. In no way shall SELLER be bound to a firm shipment or delivery date, regardless of the wording in the BUYER's order, except if expressly agreed to in writing by SELLER.

T-5. SHIPMENTS

All shipments are F.O.B. MANUFACTURER's warehouse. SELLER assumes no liability for loss, delay, breakage, or damage after delivering packaged products in good order to the carrier. All risks of loss transfer to the BUYER upon delivery of the goods to the carrier at the F.O.B. point. All transportation and shipment costs are the sole liability of the BUYER.

T-6. ACCEPTANCE

Final acceptance or rejection of the goods to the contractual requirements shall be at MANUFACTURER's warehouse in accordance with MANUFACTURER's standard acceptance procedure within thirty (30) days after written notice to BUYER of acceptance test schedule. Title shall pass to the BUYER upon acceptance of each line item at MANUFACTURER's warehouse. Upon acceptance of each unit of goods, BUYER waives any right to revoke such acceptance for any reason, whether known or unknown to BUYER at the time of acceptance. BUYER's sole and exclusive remedy regarding any defect or nonconformance becoming apparent in the goods after such acceptance shall be as set out in Clause T-2 hereof entitled WARRANTY.

T-7. FORCE MAJEURE

In no event shall SELLER or MANUFACTURER be liable for any losses or damages (including incidental or consequential damages), delays or defaults occasioned by: (1) acts of God or of a public enemy, (2) acts of the United States or any state or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) unusually severe weather (8) delays of a supplier, or (9) causes beyond the control of SELLER or MANUFACTURER.

T-8. TERMINATION

In the event of termination of all or any part of the order by BUYER or SELLER prior to completion of performance hereunder, SELLER shall be entitled to the amount owed as of the date of termination, which is calculated based on the total project value less the pro-rated amount to be refunded. The amount refunded is calculated as a percentage of time remaining on the original contract.

T-9. PATENTS, TRADEMARKS, AND COPYRIGHTS

None of the MANUFACTURER's patent, trademark, copyright, or trade secret rights is transferred to BUYER other than the right to use products manufactured by MANUFACTURER and supplied by Seller in the normal course of its business.

Initials: _____

T-10. BUYER'S DATA

BUYER agrees that all data furnished in conjunction with its order together with any information furnished orally shall be free from proprietary or confidentiality restriction except as otherwise agreed in writing by SELLER.

T-11. PRICE, QUANTITY AND TAXES

The prices and quantities set out herein represent the quantity information contained in BUYER's order to SELLER, and SELLER's agreed-to-price therefore, and shall be controlling. In case of dispute, both parties shall in good faith seek to reach agreement in accord with the original agreed-to-order. BUYER agrees to pay all applicable federal, state and local revenue, excise, sales, use or similar taxes. BUYER, at SELLER's discretion, shall provide SELLER with a suitable tax-exempt certificate acceptable to the taxing authorities.

T-12. CHANGES

Any changes by BUYER relating to the work to be performed, method of shipment or packing, schedule, or place of delivery must be made by written order to SELLER. If such changes cause an increase or decrease in the cost of performance or in the time required for performance, SELLER shall be entitled to an equitable adjustment and the contract shall be modified accordingly prior to implementation of the change.

T-13. TERMS OF PAYMENT

Payment is due thirty (30) days from the date of shipment, contingent upon credit approval, unless otherwise specified on the invoice. Each shipment shall be considered a separate and independent transaction and therefore payment shall be made accordingly without any setoff. If shipments are delayed by or at the request of BUYER, Amounts outstanding and unpaid beyond the time specified in these terms may, at the sole discretion of the SELLER, accrue interest at 1.5% per month for the duration of the unpaid balance. Orders for custom or special products and/or services are irrevocable and may require advance payment. Failure of BUYER to make payments shall be grounds for SELLER to delay shipment, place the BUYER on Credit Hold or terminate the contract in whole or in part.

T-14. LETTER OF CREDIT

SELLER shall not be obligated to provide a letter of credit or other form of contract guarantee for payments received prior to final delivery.

T-15. ASSIGNMENT

Neither this contract nor any interest herein may be assigned by BUYER, either voluntarily or by operation of law without the prior written consent of SELLER. No consent shall be deemed to relieve BUYER of its obligations to fully comply with the requirements hereof. SELLER may, without BUYER's consent, assign any monies due or to become due hereunder.

T-16. JURISDICTION

This contract shall be governed by and construed according to the Laws of the State of Mississippi, and exclusive jurisdiction and venue shall lie in the courts of the State of Mississippi.

T-17. MERCHANDISE AND CLAIM TERMS

Orders cancelled by BUYER will be subject to a cancellation charge not to exceed 20% of the value of the cancelled order, at SELLER's discretion.

Initials: _____

T-18. RETURNED GOODS

No merchandise will be accepted for return without written authorization. All returns must be unused, undamaged, in the original factory carton, and accompanied by a "Return Material Authorization" (RMA) number and a copy of the SELLER invoice. Restocking charges apply to returned goods depending upon the circumstances of return and condition of product. All returned goods must be shipped prepaid, insured, and properly packed and the RMA number must be referenced on all correspondence and must be visible on the exterior of the carton.

T-19. GENERAL

MANUFACTURER reserves the right to make changes in design, at any time, without incurring any obligations to provide same on units previously purchased or to continue to supply obsolete units or parts. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. The failure of either party to insist, in any one or more instances, upon the performance of any term or terms of this order shall not be construed as a waiver or relinquishment of that party's right to such performance or to future performance of such a term or terms, and the other party's obligation in respect hereto shall continue in full force and effect.

SELLER specifically rejects and objects to BUYER issuance of any unilateral order not in full compliance and agreement with these SELLER Terms and Conditions of Sale, except if expressly agreed to in writing by SELLER.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Chief Darryl Russell
Diamondhead Division
5000 Diamondhead Circle
Diamondhead MS 39525,

Utility Associates, Inc. is the only manufacturer that designs a fully integrated AVL & GIS Software, Body, Vehicle Video, and Mobile Router Communications system. Agencies commonly utilize four vendors to provide similar capabilities to the Utility Rocket & EOS camera Solution. In contrast, Utility has incorporated video, AVL, mobile communications, emergency response, and life safety notifications into one holistic offering. It is the only system of its kind on the market, and there are no comparable market alternatives that meet the specifications outlined in this letter. Accordingly, the product has met the criteria set by most Nationwide Law Enforcement Agencies for a sole source procurement methodology.

Referenced in this letter are the components of the Officer and Vehicle Ecosystem. These are (1) The Rocket™, our in-vehicle video and communications system; (1) EOS™, the Body Camera system; and (1) Polaris™ license, the video evidence software management and AVL/GIS software system.

The Rocket™ offers the following unique capabilities to your department:

- CJIS-compliant Video Evidence Vault secured within the vehicle for both In-Car and body camera video, thereby avoiding unnecessary delays in access to video, protecting the chain of custody of data, and avoiding unnecessary offload docking hardware and associated cost/time to the Department.
- Automated Policy-Based EOS and In-Car video recording
- Fully integrated Body and Vehicle video, meaning multiple Officer / Vehicle video sources are viewable, searchable, and exported simultaneously.
- Speed and Signal Boosting Internet connectivity (Wi-Fi/Cellular Hotspot) for all vehicle computing devices, including the MDC.
- Unlimited range for the Body Microphone

The EOS™ system offers the following unique capabilities to your department:

- A Smart Computer for high-definition body camera video recording, viewing, and classification directly on the device.
- A patented uniform integrated mounting design that ensures secure mounting and stable video collection
- Over-the-air policy updates – a device never needs to be docked to receive recording policy changes and important updates to the device firmware.
- Two-way enhanced communications for receipt and transmission of:
 - Amber, Silver, Be on the Lookout (BOLO) messages with suspect information and images.
 - Automated video offload from the field via Wi-Fi and/or Cellular means, based on video priority.
 - Potentially lifesaving “Officer Down” alerts, with the real-time location of a downed Officer to alert resources in the vicinity, Supervisors, Command Staff, dispatch, and other assigned users.
- Ability to activate video automatically during a physical altercation or when a sidearm is unholstered. This is the only automatic trigger on the market that initiates a recording when an Officer deploys their firearm while reporting to an AVL system to coordinate support resources.
- Live video streaming from active EOS Cameras to dispatch or other authorized users.



The POLARIS™ evidence software offers the following unique capabilities to your department:

- CJIS-compliant secure video evidence that is web accessible requires no servers and installation disks to run and remains updated with the latest technology for the duration of your agreement with Utility Inc. at no additional cost.
- A full AVL software to monitor the location and health of all field assets, including Officers and Vehicles, in an easy-to-use map-based interface.
- GPS, Geo-fence policy-based recording triggers to activate recordings at major public gatherings, sporting events, festivals, and during emergencies like active shootings.
- Computer Aided Dispatch (CAD) Integration that triggers cameras upon entry to a geographic action zone and imports CAD information directly into the responding Officer's Body and Vehicle video file.
- Automated SmartRedaction™ built directly into the Evidence Management software for easy access and processing/sharing redacted videos.
- Smart Holster™ Technology activates the EOS system upon deployment of a firearm from its holster and can send an alert to Dispatch and all other Officers in a pre-defined radius.

Utility's Rocket™ and EOS™ are the first and only policy-based recording devices that can be intelligently activated based upon the industry's largest suite of customizable recording triggers and updated over the air as recording policies evolve.

The Utility Evidence Ecosystem capabilities listed above comprise a unique feature set and fall under Utility Inc.'s intellectual property rights and proprietary protocols, and are therefore, currently only available from the manufacturer, Utility Inc.

This letter documents that Utility Inc. is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products to agencies.

Please contact me at (314) 954-7461 should you have any questions about our products and services.

Sincerely,

John Whitehead
Chief Revenue Officer
M: (314) 954-7461
jwhitehead@utility.com

Utility Associates, Inc.
250 E Ponce De Leon Ave STE 700,
Decatur, GA 30030

Jeannie Klein

From: Tim Birkmeyer <tim.birkmeyer@civicplus.com>
Sent: Tuesday, August 29, 2023 2:15 PM
To: Jeannie Klein
Subject: Important Information from CivicPlus® About Your Municode Codification Solution:

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

Jeannie,

As a valued CivicPlus® (formerly Municode) customer, this email is to notify you about an upcoming change to our supplementation service billing model, which will become effective on 11/1/2023.

We are transitioning to an annual fee for Supplementation services. Over the years, we have found that many of our customers don't send us all their ordinances in order to save on the cost of supplementation. Our new approach will ensure that your code is always up to date for you and your residents.

This Supplementation as a Service billing model means:

- **No Surprises.** Your annual fee will cover the cost of legislation such as Planning and Zoning documents; Full Chapter Replacements; Tables; Images; and Graphics. With few exceptions such as: Legal Work; Documents created in InDesign or that contain Form-Based code requirements; Creation of Fee Schedules; Gender Neutral Review/Implementation; External Linking; or codifying a newly adopted Term Change, your annual fee will be known, empowering you and your community to send us all your legislation for one annual fee.
 - It is our belief that this approach to supplementation will enable us to serve you better; empower you to send in your legislation without worrying about unexpected charges; and most importantly give you and your community the peace of mind knowing that your code is always up to date with the newest legislation.
- **Reduced Administrative Processing.** Customers have often commented that our per-page model is outdated and difficult to explain. Now, you will no longer need to count pages, tables, or graphics.
- **Consistent Budgeting.** Easily budget for your supplementation costs. No more guessing or estimating how many ordinances your council or commission will pass.
- **Increased Transparency.** No need to worry about how many ordinances you send us for supplementation.
- Based on our analysis of your account, your annual bill for supplementation services will be \$3,473.70.

Co-Terming Supplementation as a Service and Online Code Hosting

- In order to simplify your annual billing cycle, we will work with you and your team to set your annual bill for Supplementation as a Service and your Online Code Hosting in the month of your upcoming Online Code Hosting bill (approximately 5 months from now).

Inflation Adjustment

Over the past 10 years, Municode has only raised prices two times. We raised the prices for our Online Code Hosting service in 2012. We then raised prices slightly in 2017.

As we are all experiencing in our day to day lives, the U.S. Dollar has had an average inflation rate of 3.31% per year between 2017 and today, producing a cumulative price increase of 21.58%. In 2022 alone, the rate of inflation was just below 8% nationwide.

In order to keep up with the increasing pressures of inflation and to ensure we are making the necessary investments in you, our team and our products, we will be making the following adjustments:

- **Supplementation Page Rates:** If you would like to remain with the per page billing model, the per page rate will increase approximately 30%.
- **Supplementation as a Service:** In order to help keep your costs down, if you opt for the Supplement as a Service model, the price quoted on page one above, typically represents only a 10% price increase over the three-year average of your supplementation bills, plus a 10% increase in your administrative support fee.
- **Online Code Hosting and any Electronic Products:** With your next renewal, your annual fee will increase 20%.

Please know that this decision was made after considerable analysis and customer input. We believe this transition will be helpful to you and your community as the codification industry progresses into the digital future. In addition, you will enjoy the benefits of a predictable cost for supplementation year after year.

Please Contact Us to Get Started

Please contact us so that we can migrate your community to this new billing model before your next Online Code Hosting bill (approximately 5 months from now).

Thank you for your continued partnership and for everything you do to create positive civic experiences in your community.

Tim Birkmeyer

Account Manager • **CivicPlus**

P: 850.353.7440

civicplus.com

Connect with us:



Powering and Empowering Government

To Schedule a Meeting with Me: <https://calendly.com/tim-birkmeyer>

2023-347

September 26, 2023

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

Re: Diamondhead Roadway Improvements – Phase 4
Pay Application No.5
DE Project No. 730-1001-004

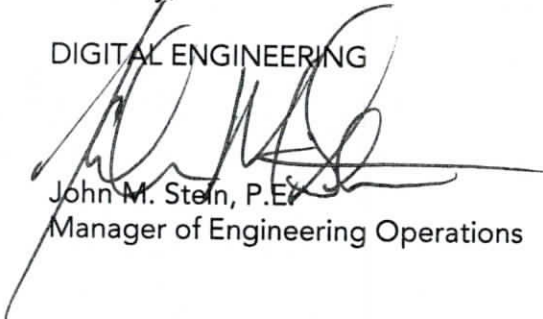
Dear Mr. McCraw,

Please find attached Payment Request No. 5 from Huey P. Stockstill, LLC. for construction on the above referenced project in the amount of **\$149,952.04**.

We have verified all quantities and work completed and we recommend approval for payment. The retainage to date of 2.5% in the amount of \$17,540.20 has been deducted from the earned amount to date of \$701,608.42 as shown on the Contractor's Application for Payment. Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING


John M. Stein, P.E.
Manager of Engineering Operations

cc: Jeb Seal, HPS
Jeannie Klein, COD

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 22076-5.

Item No.10.

To Owner: CITY OF DIAMONDHEAD

Project: 22076. DIAMONDHEAD ROADWAY IMP.
PH. 4

Application No. : 75

Distribution to :

Owner

Architect

Contractor

Period To: 8/31/2023

From Contractor: Huey P. Stockstill, LLC
P. O. Box 758
Picayune, MS 39466

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

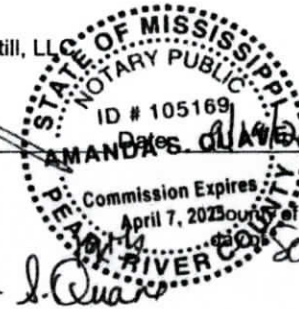
1. Original Contract Sum	\$729,975.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$729,975.00
4. Total Completed and Stored To Date	\$701,608.42
5. Retainage:	
a. 2.50% of Completed Work	\$17,540.20
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$17,540.20
6. Total Earned Less Retainage	\$684,068.22
7. Less Previous Certificates For Payments	\$534,116.18
8. Current Payment Due	\$149,952.04
9. Balance To Finish, Plus Retainage	\$45,906.78

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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

CONTRACTOR: Huey P. Stockstill, LLC

By: 



State of: MS
Subscribed and sworn to before me this
Notary Public:
My Commission expires: Amanda S. Quarles

Date: 9/14/23

Pearl River County, Mississippi
September, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 149,952.04

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

ARCHITECT: 

By:

Date: 9/26/23

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

Progress Bill

Item No. 10.

From: Huey P. Stockstill, LLC
 P. O. Box 758
 Picayune, MS 39466

Invoice: 22076-5.

Date: 08/31/23

Application #: 75

To: CITY OF DIAMONDHEAD

Invoice Due Date: 08/31/23

Payment Terms: Net 30 Days

Contract: 22076. DIAMONDHEAD ROADWAY IMP. PH. 4

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed		Amount Previous	Quantity This Period	Amount This Period
								And Stored To Date	%			
1	Mobilization	38,000.00	0.000	LS	0.000	0.00000	0.00	38,000.00	100.00%	38,000.00	0.000	0.00
2	Pre-Construction Video	1,500.00	0.000	LS	0.000	0.00000	0.00	1,500.00	100.00%	1,500.00	0.000	0.00
3	Construction Layout	1,800.00	0.000	LS	0.000	0.00000	0.00	1,800.00	100.00%	450.00	0.000	1,350.00
4	Maintenance of Traffic	10,000.00	0.000	LS	0.000	0.00000	0.00	10,000.00	100.00%	5,000.00	0.000	5,000.00
5	Clean-up, Dressing & Sodding	5,000.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
6	Asphaltic Conc. Pavement, 1.5" Overlay	456,708.00	32,622.000	SY	38,137.660	14.00000	0.00	533,927.24	116.91%	408,376.36	8,967.920	125,550.88
7	Cold Planing/Disposal of Asphaltic Concrete Paveme	18,963.00	6,321.000	SY	6,533.220	3.00000	0.00	19,599.66	103.36%	19,599.66	0.000	0.00
8	Full Depth Patch	45,339.00	357.000	SY	365.340	127.00000	0.00	46,398.18	102.34%	37,782.50	67.840	8,615.68
9	Asphaltic Concrete Leveling Course, 0" - 1.5	71,512.00	5,108.000	SY	1,215.520	14.00000	0.00	17,017.28	23.80%	3,736.88	948.600	13,280.40
10	Remove and Replace Asphalt Roadway (4.5" Thick Min	31,278.00	401.000	SY	427.770	78.00000	0.00	33,366.06	106.68%	33,366.06	0.000	0.00
11	Thermo Stop Bar (24" Width)	4,088.00	292.000	LF	0.000	14.00000	0.00	0.00	0.00%	0.00	0.000	0.00
12	Plastic Pvm'l Striping (Yellow Solid Double Line)	9,564.00	4,782.000	LF	0.000	2.00000	0.00	0.00	0.00%	0.00	0.000	0.00
13	Plastic Pvm'l Striping (White Solid Line)(4" Wdth)	16,003.00	16,003.000	LF	0.000	1.00000	0.00	0.00	0.00%	0.00	0.000	0.00
14	Remove Unsuitable Material & Replace with Select	4,000.00	50.000	CY	0.000	80.00000	0.00	0.00	0.00%	0.00	0.000	0.00
15	Remove Unsuitable Material & Replace w 610 Stone	5,500.00	50.000	CY	0.000	110.00000	0.00	0.00	0.00%	0.00	0.000	0.00
16	Geotextile Fabric	200.00	100.000	SY	0.000	2.00000	0.00	0.00	0.00%	0.00	0.000	0.00
17	Extruded Asphalt Concrete Curb	10,520.00	263.000	LF	0.000	40.00000	0.00	0.00	0.00%	0.00	0.000	0.00

Total Billed To Date:	701,608.42
Less Retainage:	17,540.20
Less Previous Applications:	534,116.18
Total Due This Invoice:	149,952.04



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

September 29, 2023

Diamondhead City Council
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Members of the Council:

RE: Annual Fire Rebate Funds

The City has received fire rebate funds totaling \$61,564.30. The City receives these funds annually from the Department of Insurance with restrictions and can only be utilized for equipping the fire department. As you may recall, the City entered into Fire Protection Agreement with the Hancock County Board of Supervisors and the Diamondhead Fire Department.

It is my recommendation to approve distribution of Fire Rebate Funds in the amount of \$61,564.30 to the Hancock Board of Supervisors for qualified expenses specific to the Diamondhead Fire Department.

Thank you in advance for your approval in this matter.

Sincerely,

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

Jeannie Klein
City Clerk

attachments

DIAMONDHEAD FIRE PROTECTION DISTRICT

4440 KALANI DRIVE, DIAMONDHEAD MS 39525

Sep 29, 2023

Jeannie Klein
City Clerk
City of Diamondhead

Re: Fire Insurance Rebate Funds

Mrs. Klein,

Following the agreement between the Diamondhead Fire Protection District and the City of Diamondhead, I respectfully request insurance rebate funds of \$61,564.30 paid to the City from the State of Mississippi this fiscal year be disbursed to Hancock County and credited to the Diamondhead Fire Protection District insurance rebate account. Thank you for your assistance in this matter.

Very Sincerely,



Michael O. Munger
Fire Chief
Diamondhead Fire Protection District

FIRE PROTECTION AGREEMENT
BETWEEN
CITY OF DIAMONDHEAD, MISSISSIPPI,
HANCOCK COUNTY BOARD OF SUPERVISORS
AND
THE DIAMONDHEAD FIRE DISTRICT

The City of Diamondhead and Hancock County, recognizing the necessity and wisdom of cooperation in fire protection, do hereby agree to assist each other as described below and in furtherance to and pursuant to the terms of the Interlocal Cooperation Agreement between the City of Diamondhead and Hancock County.

The Diamondhead Fire District of Diamondhead, Mississippi provides fire protection services to the residents of the City of Diamondhead, and recognizes that fire protection to such residents and areas of Diamondhead is best provided at this time by cooperative agreements between fire protection districts and municipalities, State agencies other entities located within the County.

The Diamondhead Fire District agrees to respond to fires in the City of Diamondhead corporate limits as well as other agreed response areas established by the parties hereto and shown on map maintained by the Diamondhead Fire District Fire Chief. The geographic area shall hereafter be referred to as the "agreed response area". It is understood between the parties that, except as otherwise hereafter provided, the Diamondhead Fire District has a first responsibility to provide fire protection to its Diamondhead municipal residents. The Diamondhead Fire District further agrees to respond to rural fires beyond the agreed response area as it feels necessary and proper.

In accordance with the provisions of the Mississippi Code, the Hancock County Board of Supervisors has appointed the Hancock County Emergency Management Director as County Fire Coordinator to act as a liaison between the City of Diamondhead, Diamondhead Fire District, State Coordinator, the Commissioner of Insurance and The State Rating Bureau and entities providing fire protection services to City of Diamondhead, including the City signatory to the contract. This duties of the Fire Coordinator include administrative functions, including securing of documents and reports necessary to secure rebate funds through the Department of Insurance. City of Diamondhead, Diamondhead Fire District and Hancock County Board of Supervisors agree the County Fire Coordinator shall be the initial County representative for receipt of documents and reports required hereunder related to inspection, maintenance and use of fire equipment, and for certificates of insurance and other documentation required by the Commissioner of Insurance for release of fire rebate funds.

In return for provision of fire protection services for the residents of the corporate city limits of Diamondhead, the governing body of the City of Diamondhead agrees to transfer to the Hancock County Board of Supervisors all annual insurance rebate allocations which funds shall be earmarked and solely expended for the support, operation, maintenance and equipping of the Diamondhead Fire District for

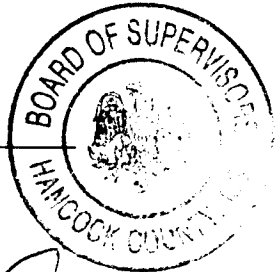
the purpose of providing fire protection within the corporate limits of the City of Diamondhead; as is provided by State Law under the provision of Section 83-1-39 of the Mississippi Code. The Diamondhead Fire District and the Hancock County Board of Supervisors further agree to follow and comply with guidelines established by the Commissioner of Insurance in the compliance with Section 45-11-7 of the Mississippi Code, and to establish and maintain a system of record keeping and reports related to the receipt and expenditure of fire protection funds, the training of fire personal and the submission of other data reasonably related to local fire protection responsibilities. Such information and reports shall be provided on a monthly basis to County Fire Coordinator.

Date: 4/17/23

City of Diamondhead, Mississippi
BY: Nancy Depreo
Nancy Depreo, Mayor

DATE: 4/17/2023

Hancock County Board of Supervisors
BY: Scotty Adam
Scotty Adam, Board President



DATE: 4/26/2023

Diamondhead Fire District
BY: David Fozard
Board President **DAVID FOZARD / VICE-CHAIR**

DATE: _____

Approved
[Signature]
Commissioner of Insurance

MAY 01 2023

LOCAL FIRE PROTECTION SERVICES
CONTRACT AND AGREEMENTS
CHECKLIST

DATE RECEIVED May 1, 2023

LIST CONTRACTS OR AGREEMENTS: City of Diamondhead, Mississippi, Hancock County
Board of Supervisors and Diamondhead Fire District

TERMS AND CONDITIONS:

Deport agrees to cooperate with coordinators	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Local funding provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Exceeds minimum funding required by law	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
County funds kept in separate account	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Guidelines for disbursement	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Purchase laws must be followed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contract renewed annually	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

CONCERNS:

APPROVAL: Yes No

REVIEWER James B. [Signature]

COMMISSIONER'S SIGNATURE REQUESTED Yes No

DIAMONDHEAD FIRE PROTECTION DISTRICT

4440 KALATIS DRIVE, DIAMONDHEAD MS 39525

MAY 01 2023

April 26, 2023

Mississippi Insurance Department
Fire Services Development
Brad Smith, Director
brad.smith@mid.ms.gov
P.O. Box 79
Jackson, MS 39205

Mr. Smith,

Please see the enclosed Fire Protection Agreement between City of Diamondhead, Mississippi, Hancock County Board of Supervisors and the Diamondhead Fire District, which was approved this morning at the Diamondhead Fire Protection District Board of Commissioners meeting. Please let me know if you need anything further.

Respectfully,

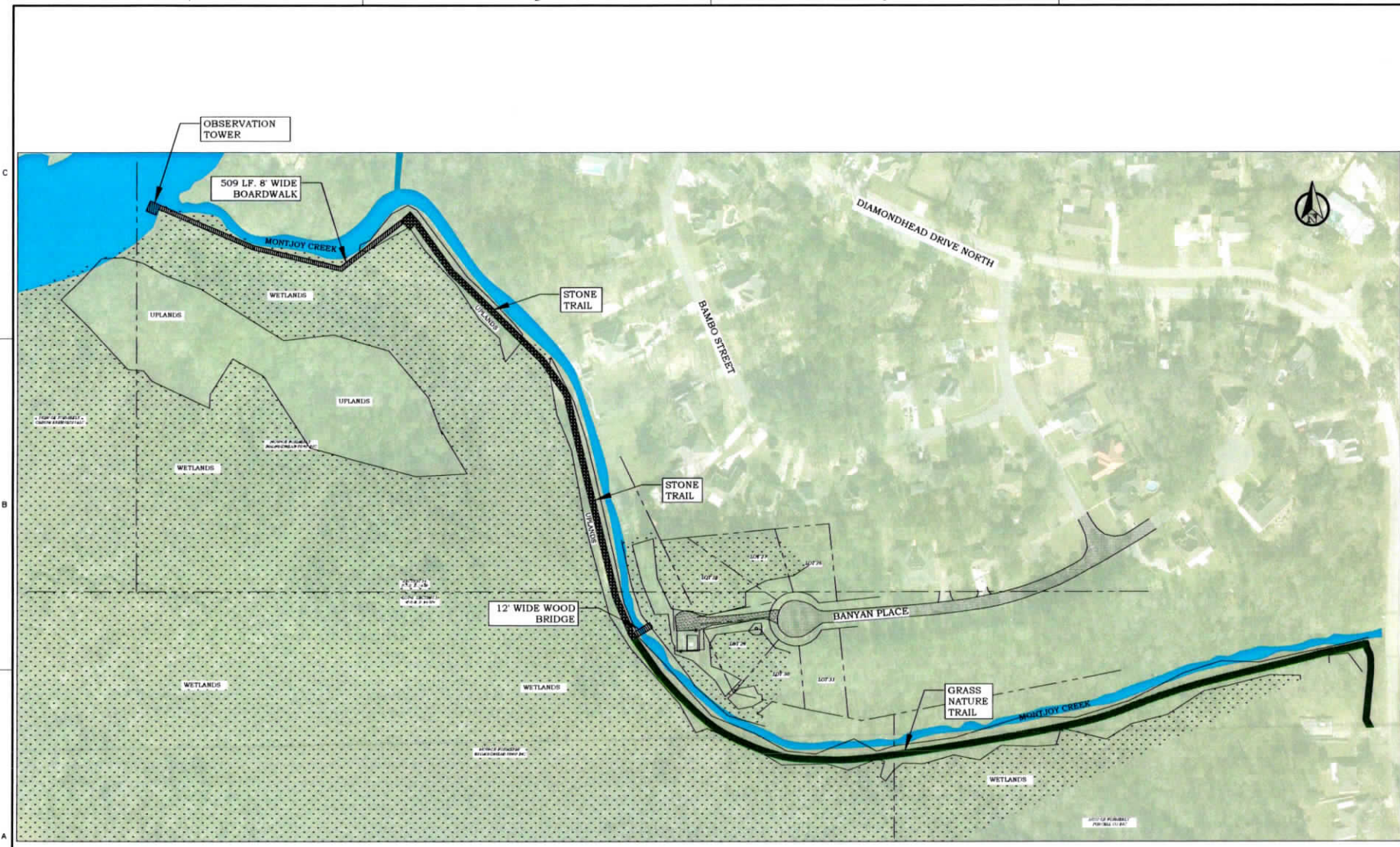


Michael Munger

Fire Chief

chief@diamondheadfire.org

2023-355



CHINICHE
ENGINEERS & SURVEYORS

407 Hwy. 90
Bay St. Louis, MS, 39520

Office - (228) 467-6755
Email - james@j-chiniche.com
Website - www.jc-eng.com

OWNER INFORMATION

CITY OF DIAMONDHEAD
5000 DIAMONDHEAD DRIVE CIRCLE
DIAMONDHEAD, MS 39525

SHEET TITLE

CITY OF DIAMONDHEAD
MONTJOY CREEK NATURE TRAIL
EXHIBIT

MARK	DATE	DESCRIPTION

SHEET NUMBER

5

SHEET DESIGNATION

C-111

PROPOSED OVERALL SITE PLAN
SCALE: 1"=80'

EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWING BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST CALL BY 800-111 UTILITY LOCATOR AND PHYSICALLY LOCATE AND VISUALLY VERIFY LOCATIONS OF ALL UTILITIES.

Agenda Item #2023-_____

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion for accept donation of a picnic table from Rotary Club of Central Hancock for the Town Green.

REQUIRED SIGNATURES

REQUESTED BY:
City Manager:
City Attorney:

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



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

APPLICATION FOR VARIANCE REQUEST

Case Number: 202300416

Date 08/07/2023

Applicant: Mike Scardino

Applicant's Address: 10846 Koloa St

Applicant's Email Address: Mike-Scardino@hotmail.com

Applicant's Contact Number: (Home) _____ (Work) _____ (Cell) (228) 216-9597

Property Owner: Mike Scardino

Owner's Mailing Address: 10846 Koloa St Diamondhead, MS 39525

Owner's Email Address Mike-Scardino@hotmail.com

Owner's Contact Number: (Home) _____ (Work) _____ (Cell) (228) 216-9597

Tax Roll Parcel Number: 0107H-2-25-141.000

Physical Street Address: 10846 Koloa St

Legal Description of Property: Ph 2, Unit 7 Bk 9, Lot 18

Zoning District: _____

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

Come out from the sides of our house and
back to build a fence.

REQUIRED ITEM A

Property Owner Mike Scardine

Street Address 10846 Kolza St Diamondhead, MS 39525

Statement Describing Variance Request

Come out from both sides of our home and back to build a fence. If we come straight back from the house, we lose too much property.

The reasons why it complies with the criteria for variances:

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

Response: It would only affect the land owner

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

Response: yes, it would deprive us. there are several corner lots that have their fence build from the sides of their house and back.

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

Response: no, not caused by the owner.

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

Response: It would not give the owner special privileges. there are several houses that have what we are requesting

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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


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

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

The Public Hearing will be held on September 26, 2013 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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



Signature of Applicant

Signature of Property Owner

_____ For Official Use Only _____

- \$100.00
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owner

- Application Signed
- Written Project Description
- Drainage Plan NA ()
- Notarized Statement NA ()

Pat Rich

From: Beau King
Sent: Wednesday, July 12, 2023 4:28 PM
To: Pat Rich
Subject: FW: 10846 Koloa Street - Fence Application
Attachments: Fence 1.jpg; Fence 2.jpg; Fence 3.jpg; Fence 4.jpg; Fence 5.jpg

From: Mike Scardino <mike_scardino@hotmail.com>
Sent: Wednesday, July 12, 2023 4:21 PM
To: Beau King <bking@diamondhead.ms.gov>
Subject: Re: 10846 Koloa Street - Fence Application

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

Good Day Beau:

I would like to apply for a variance to build my fence 12 feet from the side of my house. I have attached 5 photos of the corner houses in my block that have fences that extend out from the side of their house. Please let me know what the Planning & Zoning Commission & The City Council decide.

Thank you,

Mike Scardino

From: Beau King <bking@diamondhead.ms.gov>
Sent: Thursday, June 22, 2023 1:58 PM
To: mike_scardino@hotmail.com <mike_scardino@hotmail.com>
Cc: Ronald Jones <rjones@diamondhead.ms.gov>; Pat Rich <prich@diamondhead.ms.gov>; Tammy Braud <tbraud@diamondhead.ms.gov>
Subject: 10846 Koloa Street - Fence Application

Good afternoon,

By the Zoning Ordinance, fences shall not be constructed closer to the street than the building façade, and on a corner lot, each street frontage side must comply with this. In order to permit the fence, I will need to be shifted back in line with the house on the street side.

Alternatively, you could apply for a variance to the Ordinance, which would be heard before the Planning and Zoning Commission and the City Council.

If you have any questions, feel free to contact me.



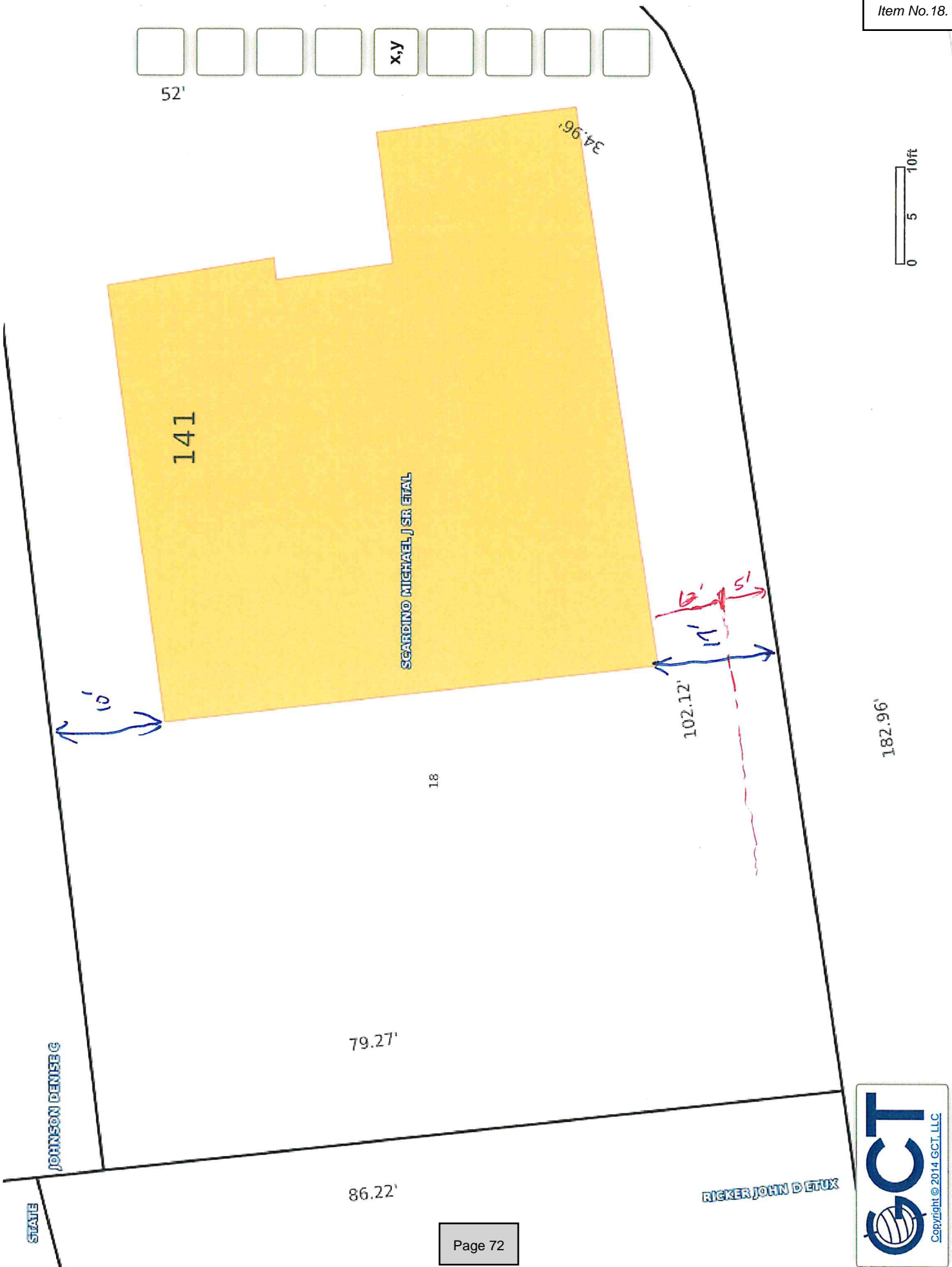








<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
				x,y						



09.01.2023



09:01:2023





5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: September 27, 2023

SUBJECT: Mike Scardino Front Yard Setback Variance

Mike Scardino requests a variance to allow the construction of a fence within 5' of the front property line. This is a corner lot that requires 2 front yard setbacks. This request is for the side that is street frontage. Other properties next to and in the immediate vicinity have fences that do not meet the 20" setback.

The Planning & Zoning Commission voted 4-0 to recommend the variance.



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

STAFF REPORT TO PLANNING COMMISSION

DATE: September 25, 2023

NATURE OF REQUEST: Mike Scardino has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a fence within 5’ of the front property line. The property address is 10846 Koloa Street. The tax parcel number is 067H-2-25-141.000. The property is in an R-2 zoning district. The front yard setback is 20’. The variance requested for the fence is 15’. The Case File Number is 202300416.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: September 26, 2023

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

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

- A. That special conditions and circumstances *do* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *This house was built in 2009 within 17’ of the front property line. To park a boat in the backyard, a 12’ gate is required.*
- B. That literal interpretation of the provisions of this title *would* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *Other properties in the immediate area have fences that do not meet the setback requirement.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant.
- D. That granting the variance requested *will not* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, *will* represent the minimum variance that will afford relief and *will* represent the least modification possible of the regulation in issue.
- F. The Variance *does* observe the spirit of the Ordinance and *will not* change the character of the district (area).
- G. The Variance *will* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will not* result in any change in use or density of the subject property.



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

APPLICATION FOR VARIANCE REQUEST

Case Number: 202300389

Date 7/11/23

Applicant: D.R. Horton

Applicant's Address: 1641 B POPPS FERRY Rd Biloxi MS 39532

Applicant's Email Address: DAScale@DRHorton.com

Applicant's Contact Number: (Home) 228-215 1943 (Work) _____ (Cell) _____

Property Owner: D.R. Horton

Owner's Mailing Address: same

Owner's Email Address _____

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

Tax Roll Parcel Number: _____

Physical Street Address: 87134 High pointe Dr.

Legal Description of Property: 7 the Preserve

Zoning District: R-2

State Purpose of Variance: (Front/Side/Rear/Lot Size/Parking/Building/Coverage)
(Signage-Size-Height) lot size, rear setback 20'-5" = 15' 5' variance

Approved house plan by city is slightly too deep to fit within Building setback. Requesting variance to keep style of home similar to surrounding homes

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

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

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

The Public Hearing will be held on 9/September 26th at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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

Signature of Applicant

Signature of Property Owner

____ For Official Use Only ____

- \$100.00
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owner

- Application Signed
- Written Project Description
- Drainage Plan NA
- Notarized Statement NA

REQUIRED ITEM A

Property Owner D. P. Horton

Street Address 87134 High pointe DR

Statement Describing Variance Request

Requesting VARIANCE in order to keep similar home
size & style with surrounding homes in neighborhood

The reasons why it complies with the criteria for variances:

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

Response: Yes, only this property due to home size to match
other homes next to this property

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

Response: _____

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

Response: _____

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

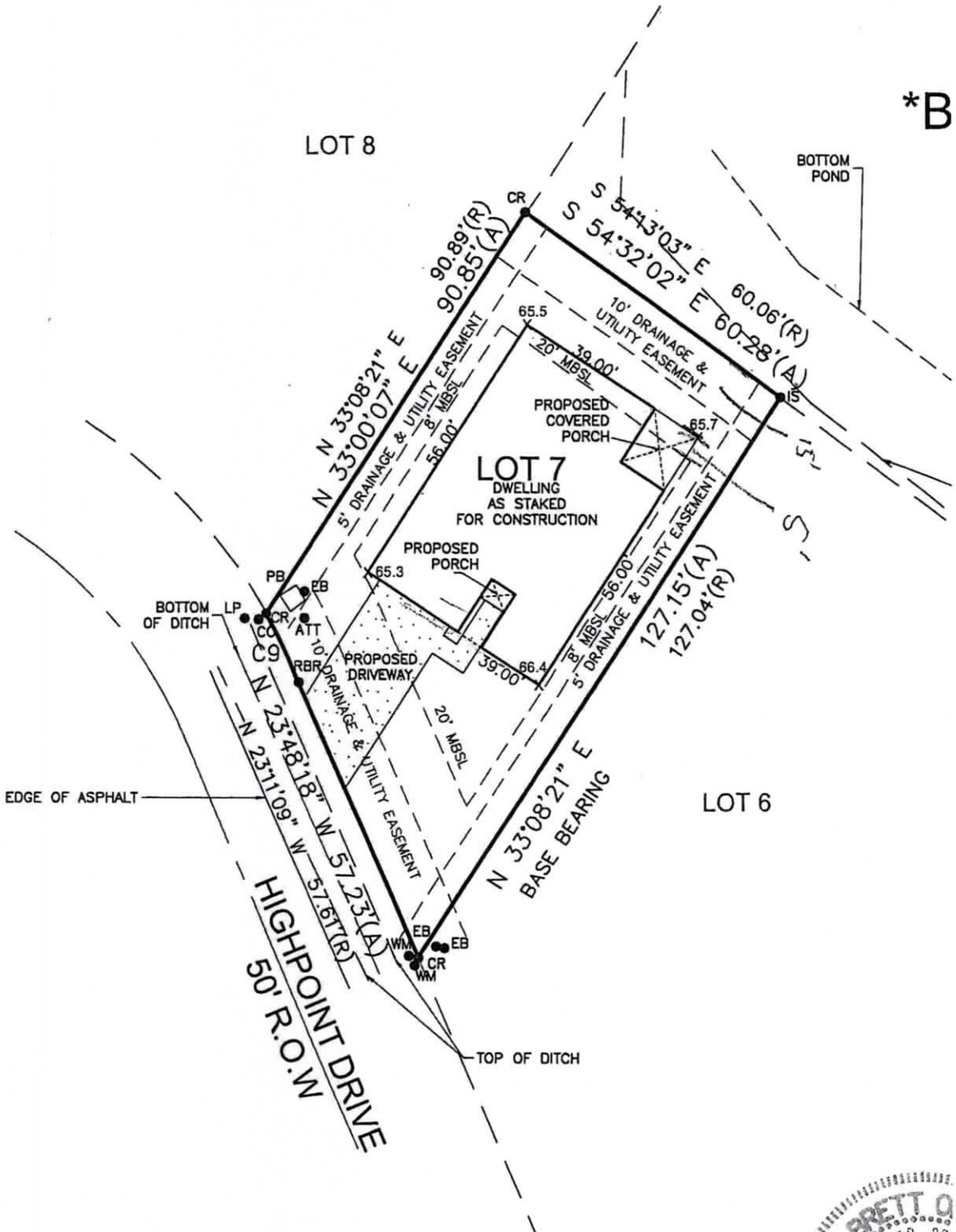
Response: No special privileges, just keeping the neighborhood
uniform throughout

FOR CONSTRUCTION ONLY
THIS IS NOT A CLOSING SURVEY (SEE :



*B

C9
 R=110.00'
 L=13.94'(R)
 L=14.22'(A)
 Δ=7°24'23"
 S 24°50'16" E
 14.21'(CHORD)



P O L Y
 SURVEYING

SERVING ALABAMA, FLORIDA & MISSISSIPPI

CORPORATE OFFICE
 5588 JACKSON RD
 MOBILE, AL 36619
 P: (251) 666-2010

WWW.POLYSURVEYING.COM

11"x17" PRINT	S-(42)
SCALE: 1' = 30"	
FILE NAME: 2305-0844	
SURVEY DATE: 6/7/2023	
FIELD DATE: 6/5/2023	
DRAWN BY: A. LARA	
CHECKED BY: JBO	





TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: September 27, 2023

SUBJECT: D. R. Horton Rear Yard Setback Variance

D. R. Horton requests a variance to allow the construction of a residence within 15' of the front property line. The variance is 5'. The property line was moved 5' to allow access to the detention pond for maintenance.

The Planning & Zoning Commission voted 4-0 to recommend the variance.



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

STAFF REPORT TO PLANNING COMMISSION

DATE: September 25, 2023

NATURE OF REQUEST: D. R. Horton has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a residence within 15' of the rear property line. The property address is 87134 Highpoint Drive. The legal description is The Preserve Phase 1, Lot 7. The property is in an R-2 zoning district. The rear yard setback is 20'. The variance requested is 5'. The Case File Number is 202300389.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: September 26, 2023

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

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

- A. That special conditions and circumstances *do* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *To accommodate detention pond, the rear property line was moved 5'.*
- B. That literal interpretation of the provisions of this title *would* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *The house met the setback requirements prior to the property line adjustment.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant.
- D. That granting the variance requested *will not* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, *will* represent the minimum variance that will afford relief and *will* represent the least modification possible of the regulation in issue.
- F. The Variance *does* observe the spirit of the Ordinance and *will not* change the character of the district (area).
- G. The Variance *will* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will not* result in any change in use or density of the subject property.

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: A Liese Ward 2

DATE: 09/27/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED 10/03/2023

Motion to direct the City
Manager to trademark the
City logo.

REQUIRED SIGNATURE

REQUESTED BY:

Auna Liese

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:



City of Diamondhead, MS

Docket of Claims Register - Item No.21.

APPKT02061 - 10.3.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
								Line Amount
DKT231096	AGJ	10/03/2023	108446	MONTHLY IT SUBSCRIPTIONS	001-140-605.00	Professional Fees - IT		2,400.78
								31.50
								250.00
								2,019.78
								40.00
	MSP-108193		001-140-605.00	Professional Fees - IT	59.50			
			001-140-605.00	Professional Fees - IT				
			001-140-605.00	Professional Fees - IT				
			001-140-605.00	Professional Fees - IT				
			001-140-605.00	Professional Fees - IT				
DKT231097	Amazon com LLC	10/03/2023	1DQG-GW9G-6H4N	NATIONAL NIGHT OUT SUPPLIES	001-280-501.00	Office Supplies		553.83
								26.09
								17.59
								36.99
								56.97
								24.25
								29.34
								67.96
								186.95
								59.96
								10.89
								23.98
	001-301-501.00	Supplies	12.86					
		001-000-066.00	Prepaid Other					
		001-653-650.00	Promotions					
		001-280-501.00	Office Supplies					
		001-653-650.00	Promotions					
		001-301-501.00	Supplies					
		001-653-650.00	Promotions					
		001-653-650.00	Promotions					
		001-000-066.00	Prepaid Other					
		001-000-066.00	Prepaid Other					
		001-301-501.00	Supplies					
DKT231098	B&J PITT STOP LLC	10/03/2023	11-0192289	OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services		376.80
								76.45
								83.45
								92.45
								52.00
								72.45
	11-0192293		001-200-635.00	Professional Fees - R&M Outside Services				
	11-0192446		001-200-635.00	Professional Fees - R&M Outside Services				
	11-0192704		001-200-635.00	Professional Fees - R&M Outside Services				
	11-0192711		001-200-525.00	Fuel				
DKT231099	CADENCE EQUIPMENT FINANCE	10/03/2023	743461	COPIER LEASE AGREEMENT -- 24 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021		475.00
								446.63
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	28.37	

Docket of Claims Register - Council

APPKT02061 - Item No.21.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount		
DKT231100	Cash	10/03/2023	2023 PETTY CASH	PETTY CASH - COURT	001-140-525.00	Fuel		99.00		
							001-140-540.00		Miscellaneous Supplies	20.00
							001-140-611.00		Postage	13.48
							001-280-501.00		Office Supplies	17.00
							001-280-501.00		Office Supplies	4.28
							001-280-611.00		Office Supplies	14.49
							001-280-611.00		Postage	9.55
							001-280-681.00		Other Services & Charges	10.00
				001-110-681.00	Other Services & Charges	10.20				
DKT231101	Coast Electric Power Association	10/03/2023	9/18/23-026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	57.25	57.25		
DKT231102	CSpire Cell Service	10/03/2023	9/18/23	CELLULAR SERVICE FOR SEPTEMBER	001-140-632.00	Telephone - Cell		1,003.89		
							001-200-612.00		Internet	48.77
							001-280-632.00		Telephone - Cell	344.80
							001-301-632.00		Telephone - Cell	179.08
						Telephone - Cell	431.24			
DKT231103	CUSICK & WILLIAMS, PLLC	10/03/2023	1075	GENERAL MATTERS -- SEPTEMBER	001-140-603.00	Professional Fees - Legal	6,375.00	10,750.00		
			1076	PLANNING AND ZONING -- SEPTEMBER	001-280-603.00	Professional Fees - Legal	750.00			
			1077	CITY PROSECUTOR -- SEPTEMBER	001-110-603.00	Professional Fees - Legal	3,000.00			
			1078	LANGKOPP VS CODH -- SEPTEMBER	001-280-603.00	Professional Fees - Legal	187.50			
			1079	BYCHURCH VS CODH -- SEPTEMBER	001-280-603.00	Professional Fees - Legal	31.25			
			1080	MAKIKI BOND -- SEPTEMBER	001-140-603.00	Professional Fees - Legal	406.25			
DKT231104	Dana Safety Supply Inc	10/03/2023	848973	UPFITTING FOR NEW POLICE UNITS	001-200-917.00	Capital Outlay - Mobile Equipment	151.96	10,142.46		
			851202		001-200-917.00	Capital Outlay - Mobile Equipment	808.27			
					001-200-917.00	Capital Outlay - Mobile Equipment	5,161.73			
			851228		001-200-917.00	Capital Outlay - Mobile Equipment	980.00			
			852492		001-200-917.00	Capital Outlay - Mobile Equipment	1,670.00			
			854074		001-200-917.00	Capital Outlay - Mobile Equipment	1,180.00			
			855537		001-200-917.00	Capital Outlay - Mobile Equipment	190.50			
DKT231105	DAVID'S CHAINSAW & LAWNMOWER REPAIR, LLC	10/03/2023	43686	TRIMMER AND WEED EATER	001-301-571.00	Repairs & Maintenance - Equipment	273.00	273.00		

Docket of Claims Register - Council

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount		
	Payable Date	Payable Number				Line Amount		
DKT231106	Diamondhead True Value						561.73	
	10/03/2023	A444676	MTL BLADE	001-301-501.00	Supplies	22.99		
		A444719	NOZZLE, VALVE, PADLOCK	001-301-501.00	Supplies	53.47		
		A444849	PADLOCK, COIL CHAIN, BULB	001-301-501.00	Supplies	107.06		
		A444897	FRESH WATER ELBOW, PNEUMATIC	001-301-501.00	Supplies	30.48		
		A445085	FLAG CLIPS	001-301-501.00	Supplies	9.18		
		A445316	CONCRETE MIX	001-301-575.00	Repairs & Maintenance-Streets/Drainage/Other	101.76		
	10/04/2023	A445337	EXHAUST FLUID	001-301-570.00	Repairs & Maintenance - Vehicle	41.98		
	10/03/2023	A445384	HINGES	001-301-501.00	Supplies	83.12		
		A445414	GALV ROOF NAIL, PROVPROP SIGN	001-301-501.00	Supplies	13.27		
		A445415	PADLOCK, . CHAIN	001-301-501.00	Supplies	31.37		
		A446278	HEDGE SHEAR	001-301-501.00	Supplies	41.99		
		A446498	VINYL TIP	001-301-501.00	Supplies	4.58		
		A446593	TANK CHEMICAL, TANK RINSER	001-301-501.00	Supplies	20.48		
	DKT231107	Diamondhead Water and Sewer District						496.27
		10/03/2023	10/10/23-020	WATER	001-140-630.00	Utilities - General	235.05	
				001-140-630.00	Utilities - General	117.52		
		10/10/23-021		001-301-630.00	Utilities - Streetlights & Other	23.95		
		10/10/23-170		001-301-630.00	Utilities - Streetlights & Other	23.95		
		10/10/23-2070		001-301-630.00	Utilities - Streetlights & Other	23.95		
		10/10/23-2075		001-301-630.00	Utilities - Streetlights & Other	23.95		
		10/10/23-2080		001-301-630.00	Utilities - Streetlights & Other	23.95		
DKT231108	Eagle Energy						3,551.22	
	10/03/2023	40301	FUEL	001-301-525.00	Fuel	9.59		
				001-301-525.00	Fuel	1,664.35		
		40305		001-301-525.00	Fuel	1,877.28		
DKT231109	Enmon Enterprises						2,799.00	
10/03/2023	MGC09230144	MONTHLY CONTRACT FOR SEPTEMBER	001-140-633.00	Professional Fees -- Cleaning/Janitorial	2,799.00			
DKT231110	Eric Nolan						100.00	
10/03/2023	20230	TREE REMOVAL - 6519 KOULA DRIVE	001-280-681.00	Other Services & Charges	100.00			
DKT231111	Fuelman						2,641.84	
	10/03/2023	NP65095325	FOR THE WEEK ENDING 9.17.23	001-200-525.00	Fuel	1,211.94		
				001-280-525.00	Fuel	59.27		
		NP65122923	FOR THE WEEK ENDING 9.24.23	001-140-525.00	Fuel	51.43		
			001-200-525.00	Fuel	1,319.20			
DKT231112	Gulf Regional Planning Commission						3,810.00	
10/03/2023	MPO FY2024	ANNUAL APPROPRIATIONS	001-140-623.00	Membership Dues/Fees	3,810.00			

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Docket/Claim #	Vendor Name Payable Date Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231113	HALEY HASNEY 10/03/2023 9/26/23	COURT BOND REFUND	650-110-131.01	Court Bond Fees Payable	250.00	250.00
DKT231114	Hancock County Board of Supervisors 10/03/2023 2023	FIRE PROTECTION AGREEMENT 2023	650-000-147.00	Due to Other Government Agencies	61,564.30	61,564.30
DKT231115	Hancock County Sheriffs Office 10/03/2023 2023-DHLE-45	INTERLOCAL AGREEMENT FOR WEEK ENDING 9.9.23	001-110-681.00 001-200-690.00 001-200-612.00	Other Services & Charges Interlocal Agreement Internet	39.60 32,980.52 246.00	33,266.12
DKT231116	Huey P Stockstill LLC 10/03/2023 5	ROADWAY IMPROVEMENTS PHASE 4	001-301-912.01 104-301-912.00	Capital Outlay - Paving Capital Outlay - Streets/Drainage	9,404.09 140,547.95	149,952.04
DKT231117	Lee Tractor 10/03/2023 58989	ZERO TURN MOWERS	001-301-917.00	Capital Outlay - Mobile Equipment	29,622.44	29,622.44
DKT231118	Lowe's Home Improvement 10/03/2023 61904698 61910466	MULCH	001-301-501.00 001-301-501.00	Supplies Supplies	226.80 113.40	340.20
DKT231119	Marvin J Bobinger III 10/03/2023 SEP 2023	LOBBYING SERVICES FOR	001-653-601.00	Professional Fees - Consulting	4,000.00	4,000.00
DKT231120	MAYLEY'S PEST CONTROL 10/03/2023 108414 109475	PEST CONTROL CONTRACT	001-140-634.00 001-140-634.00	Pest Control Pest Control	115.00 115.00	230.00
DKT231121	Metrix Solutions LLC 10/03/2023 059822	BODYWORN ROCKET AGREEMENT	001-200-681.00	Other Services & Charges	3,746.70	3,746.70
DKT231122	Mow Life LLC 10/03/2023 13829	CHAINSAW REPAIR 372XP	001-301-571.00	Repairs & Maintenance - Equipment	262.00	262.00
DKT231123	MS Municipal League 10/03/2023 37104	MML MEMBERSHIP DUES	001-140-623.00	Membership Dues/Fees	4,211.60	4,211.60
DKT231124	MS Municipal Workers Compensation Group 10/03/2023 0383WC2023-0	WORKER'S COMPENSATION PREMIUM	001-140-625.00	Insurance	10,695.64	10,695.64

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231125	Napa of Bay St Louis	10/03/2023	360162	FUEL FILTER AND OIL FILTER	001-301-571.00	Repairs & Maintenance - Equipment	67.20	564.56
			360222	FUEL FILTER	001-301-571.00	Repairs & Maintenance - Equipment	-76.52	
			360223	HOSE FITTINGS, GREASE CAP	001-301-571.00	Repairs & Maintenance - Equipment	119.98	
			361367	FUEL FILTER	001-301-571.00	Repairs & Maintenance - Equipment	60.92	
			361659	OIL FILTERS AND OIL	001-301-570.00	Repairs & Maintenance - Vehicle	286.36	
			362414	DEF FLUID	001-301-501.00	Supplies	106.62	
DKT231126	RICHARD MICHAEL GLEBER	10/03/2023	2023	PHOTOGRAPHY SERVICES	001-653-650.00	Promotions	250.00	250.00
DKT231127	South MS Business Machines Gulfport	10/03/2023	10/15/23	PAYMENT 60 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	281.28	334.36
			444999	PER COPY CHARGE FOR september	001-280-506.00	Copier Usage/Maintenance	53.08	
DKT231128	Southern Printing	10/03/2023	233400	PADDLE PARADISE SHIRTS	001-653-650.00	Promotions	100.00	2,064.00
					001-653-650.00	Promotions	328.00	
					001-653-650.00	Promotions	136.00	
					001-653-650.00	Promotions	100.00	
					001-653-650.00	Promotions	825.00	
					001-653-650.00	Promotions	85.00	
			234007		001-653-650.00	Promotions	490.00	
DKT231129	Timothy A Kellar Chancery Clerk	10/03/2023	8712	RECORDING FEES	001-140-681.00	Other Services & Charges	52.00	52.00
DKT231130	Tyler Technologies	10/03/2023	025-435397	ANNUAL FEES	001-140-605.00	Professional Fees - IT	197.65	988.82
					001-280-605.00	Professional Fees - IT	791.17	
DKT231131	UMB Card Services	10/03/2023	409761	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	52.00	223.18
			PP2023	PADDLE PARADISE FOOD	001-653-650.00	Promotions	171.18	
DKT231132	UniFirst Corporation	10/03/2023	1530098220	UNIFORM RENTAL FOR THE WEEK ENDING 9/18/23	001-301-535.00	Uniforms	169.33	403.00
			1530099513	UNIFORM RENTAL FOR THE WEEK ENDING 9/25/23	001-301-535.00	Uniforms	233.67	
DKT231133	USDA APHIS Wildlife Services	10/03/2023	7228-23-305	WILDLIFE MANAGEMENT	001-301-681.00	Other Services & Charges	1,402.60	1,402.60

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT231134	Waste Management	10/03/2023	0814245-4768-5	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	68.83
							400.00
DKT231135	WESLEY SANDERFORD	10/03/2023	SEPTEMBER 2023	OPEN JAM HOST	001-653-650.00	Promotions	400.00
							460.00
DKT231136	WHITTINGTON SERVICES LLC	10/03/2023	2001	FA #619 REPAIRS - WELDING SUPPORT BRACKET	001-301-635.00	Professional Fees - R&M Outside Services	460.00
						Total Claims: 41	Total Payment Amount: 345,444.46