Mayor Liese

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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, October 21, 2025

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 Tuesday, November 4, 2025 at 6:00 p.m. in the Council Chambers located at City Hall.

b. Diamondhead Police Department's National Night Out will be held on Wednesday, October 22, 2025 from 5:30 - 7:00 p.m. at City Hall.

c. The Diamondhead BBQ and Brews will be held Saturday, November 8, 2025 from 4:30 - 8:00 p.m. at City Hall. The Veterans Day Parade will begin at 4:30 p.m.

City Manager's Report.

Public Comments on Agenda Items.

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve October 7, 2025 Regular Meeting Minutes.

Resolutions:

2. **2025-257:** Motion to adopt Resolution 2025-052 appointing Michael White to the position of Planning and Zoning Commissioner, Ward 1 for a four (4) year term, effectively immediately. (Finley)

3. **2025-259:** Motion to adopt Resolution 2025-053 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 73 and 74, Glenn Eagle Phase 1. The parcel numbers are 067P-0-35-033.000 and 067P-0-35-034.000. The physical address is 7515 Cherryhill Dr.

4. **2025-260:** Motion to adopt Resolution 2025-054 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 53 and 54,

Diamondhead Phase 1, Unit 4, Block 1. The parcel numbers are 067F-1-26-131.000 and 067F-1-26-131.000. The physical address is 10614 Limu Way.

Consent Agenda:

5. **2025-255:** Motion to enter into Agreement for Professional Services with Covington Civil & Environmental, LLC for City Engineer for a term of four (4) years at the rates established in Exhibit B of the agreement.

6. **2025-256:** Motion to enter into Master Services Agreement for Engineering Contracts for General Services and Federal Projects with Chiniche Engineering and Surveying, MP Designs, Covington Civil & Environmental and Neel-Schaffer for a term of four (4) years ending October 29, 2029.

7. **2025-258:** Motion to approve change order in the amount of -$52,825.20, final pay application 3 in the amount of $102,087.85 to Gulf Pride Paving, LLC and close out documents for the Diamondhead Paving Project 2025.

8. **2025-261:** Motion to approve Change Order No. 2 to the contract with SCI, LLC. in the net amount of $6,252.71 for a total contract amount of $1,275,095.91 for the Coon Branch Drainage Project.

Action Agenda.

Routine Agenda.

Claims Payable

9. Motion to approve Docket of Claims (DKT233237 - DKT233265) in the amount of $255,523.27.

10. Motion to approve Payroll Payables DKT233169 in the amount of $90.72, DKT233223-DKT233234 in the amount of $44.304.65, PRCLAIM000251 in the amount of $28,114.80, PRCLAIM000252 in the amount of $28,104.65 and PRCLAIM000253 in the amount of $3,028.37.

Department Reports

a. Court

Police

Building

Code Enforcement

Public Comments on Non-Agenda Items.

Council Closing Comments

Executive Session - If Necessary

Adjourn/Recess.

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

MINUTES

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, October 07, 2025

6:00 PM CST

Council Chambers, City Hall

Call to Order.

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

Invocation - Councilmember Maher

Pledge of Allegiance

Roll Call

PRESENT
Mayor Anna Liese
Councilmember-At-Large Gerard Maher
Ward 1 Shane Finley
Ward 3 Jessie Harwood
Ward 4 Austin Clark

ABSENT
Ward 2 Ricky Sheppard

Confirm or Adjust Agenda Order

Motion made by Mayor Liese, Seconded by Councilmember-At-Large Maher to adjust the agenda removing from the agenda –

2025-252: Motion to concur with the Planning Commission recommendation to approve a Test Amendment to Article 9 - Administration, 9.7 Conditional Use Procedure. The proposed text amendment is to consolidate the timeframe for approval. The case file number is 22500574 .

Motion made by Ward 3 Harwood, Seconded by Ward 1 Finley to remove from the table and add to the Action Agenda –

2025-209: Motion to approve the Planning Commission recommendation to deny an addition (covered patio) within 0' of the rear yard setback. The property address is 3 Whispering Branch Way. The tax parcel number is 123A-3-03-028.000. The property is in a R-3 zoning district. The rear yard setback for an addition is 20'. The variance requested is 20'. The Case File Number is 202500448.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

a. The next Regular Meeting of the City Council will be held Tuesday, October 21, 2025 at 6:00 p.m. in the Council Chambers located at City Hall.

b. The 13th Annual Blessing of the Classics will be Wednesday, October 8th 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. Covington Civil and Environmental - Bank Stabilization Project

City Manager's Report.

CITY MANAGER REPORT
October 07, 2025

1. MDOT Projects – The contractor is waiting on MDOT engineers to provide the updated drawings for the railing along the multimodal path. The subcontractor will install the final signage around the project in the next week.
2. Coon Branch – The project is 180 days with a current end date of December 13th. The contractor is working on the ditch between houses. All work has been completed around the outfall areas. The new culvert has been installed under the roadway.
3. Canal Dredging – Project is out for bid. A pre-bid meeting is currently scheduled for October 20th, and bids are due on October 29th.
4. Jourdan River Boardwalk – The engineers have finalized the lighting plans for the boardwalk and the educational material that will be displayed along the boardwalk. Plans have been resubmitted to MDEQ for their review of the updated plans and specifications.
5. Montjoy Creek – The MDMR specialist is working on this project and plans to sit down with USACE and go over the plans and design submitted. The specialist will let our engineer know something by the end of next week. Once the permit is issued, we will be able to go out for advertisement.
6. Hazard Mitigation Grant Program – FEMA will make the adjustment to the scope change request for the generator at the end. The appraiser is completing the reports on the property acquisition project. As soon as I have the updated appraisals, I will submit them to MEMA.
7. Bank Stabilization – The next step for this project will be to work on easement acquisition. Once complete, the engineers can finalize the design.
8. Pelican Cove Drainage Project – The engineer is finalizing the plans and specifications for this project. Once ready, we will be requesting permission to advertise.
9. Rotten Bayou Nature Trail – The engineer has completed the surveying of the trail and is working on the final legal description. We will need to get a lease from the Secretary of State and Purcell.
10. Fitness Park – Public Works will start clearing the property next to Ochsner Medical and the new multimodal trail. Once cleared, they will install the equipment provided by Ochsner.
11. Dog Park – Public Works has completed rerouting the ditch and will be cleaning up the rest of the area as per the design. Permission to advertise is on this agenda.
12. Commercial District – The engineers' design and specification for phase 3 of the commercial district project is near completion. The city is currently waiting for the final property acquisition. Once we have both properties, we will submit this to the council for approval.
13. Landscaping Project – The city is meeting with Keep Diamondhead Beautiful and their landscape architect to discuss the design for the city entrance way. This plan will cover the landscape design from the community center to Yacht Club Circle.

Public Comments on Agenda Items.

Tracy Fountain - Kratom

Shane Billiot - Kratom

Dennis Ladnier - Kratom

Seth Hayes - Kratom

Mary Craig - Kratom

Don Duff - Bank Stabilization

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve September 16, 2025 Regular Meeting Minutes.

   Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve September 16, 2025 Regular Meeting Minutes.

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

   MOTION CARRIED UNANIMOUSLY

Resolutions:

3. **2025-243:** Motion to adopt Resolution 2025-049 thereby acquiring by donation, grant or conveyance, certain real property located within the city from GEM City Properties, LLC for right-of-way and sidewalk.

   Motion made by Ward 1 Finley, Seconded by Ward 3 Harwood to adopt Resolution 2025-049 thereby acquiring by donation, grant or conveyance, certain real property located within the city from GEM City Properties, LLC for right-of-way and sidewalk.

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

   MOTION CARRIED UNANIMOUSLY

4. **2025-244:** Motion to adopt Resolution 2025-050 thereby acquiring by donation, grant or conveyance, certain real property located within the city from Rouse Land Company, LLC for right-of-way and sidewalk.

   Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2025-050 thereby acquiring by donation, grant or conveyance, certain real property located within the city from Rouse Land Company, LLC for right-of-way and sidewalk.

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

   MOTION CARRIED UNANIMOUSLY

5. **2025-254:** Motion to adopt Resolution 2025-051 thereby authorizing the City Manager to permit the use of city-owned barricades or similar devices on private property to aid in traffic control and for other related purposes.

   Motion made by Ward 4 Clark, Seconded by Mayor Liese to adopt Resolution 2025-051 thereby authorizing the City Manager to permit the use of city-owned barricades or similar devices on private property to aid in traffic control and for other related purposes.

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

   MOTION CARRIED UNANIMOUSLY

Consent Agenda:

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

6. **2025-234:** Motion to approve the Municipal Compliance Questionnaire for Fiscal Year 2025.
7. **2025-235:** Motion to accept substantial completion of the Kome Drive and Kalipekona Pond Drainage Project as of August 18, 2025.
8. **2025-236:** Motion to approve payment to Chiniche Engineering & Surveying in the amount of $1,131.25 for Pond 6 Improvements, in the amount of $8,324.00 for Jourdan River Boardwalk, and in the amount of $7,610.50 for Canal Dredging Rebid.
9. **2025-237:** Motion to approve Work Assignment under the Master Service Agreement with Machado Patano, PLLC, in the amount not to exceed $5,000.00 for the Diamondhead Town Green.
10. **2025-238:** Motion to approve and accept the Federal Emergency Management Agency statement of assurances terms and conditions for property acquisition projects and to authorize the City Manager to execute same.
11. **2025-239:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of $19,915.00 for Diamondhead Paving 2025, in the amount of $21,250.00 for Kome Dr and Fairway Dr Drainage Project, in the amount of $32,500.00 for Bank Stabilization Project, in the amount of $905.95 for Site Development Plan, in the amount of $1,035.00 for On Call Survey Services, in the amount of $1,645.65 for Annual Unit Price Contract, in the amount of $13,440.00 for West Aloha Roadway Improvements Project and in the amount of $6,020.00 for East Aloha Phase II Sidewalks.
12. **2025-240:** Motion to approve Pay Application 7 in the amount of $164,296.05 to JLB Contractors, LLC., for the Kome Drive and Kalipekona Pond Drainage Project.
13. **2025-241:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed $142,000.00 for Diamondhead Paving 2026.
14. **2025-242:** Motion to approve to advertise for bids for the Shepherd Square Dog Park.
15. **2025-246:** Motion to approve Pay Application 2 in the amount of $130,940.10 to SCI, LLC., for the Coon Branch Drainage Improvements - Phase I.
16. **2025-247:** Motion to declare surplus equipment and proceed with proper disposal.
17. **2025-248:** Motion to approve Budget Adjustment 2026-001.

18. **2025-249:** Motion to accept and award the low bid received from Taylor Power Systems in the amount of $41,313.00 for a 125kW standby generator and to award to Energy Systems Southeast, LLC (EESE, LLC) in the total low bid amount of $88,221.00 for the purchase of one (1) 45kW trailer-mounted generator ($74,605.50) and an alternate integrated light tower ($13,615.50.)

19. **2005-250:** Motion to enter into Interlocal Agreement with Hancock County for the transfer of surplus reinforced concrete pipe.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

20. **2025-245:** Motion to approve a text amendment to remove the 10 feet setback from the primary residence requirement for accessory structures. The case file number is 202500573.

Motion made by Ward 1 Finley to approve a text amendment to remove the 10 feet setback from the primary residence requirement for accessory structures. The case file number is 202500573.

MOTION DIED FOR A LACK OF SECOND

21. **2025-251:** Motion to approve a Text Amendment to add additional requirements for Camper/Boat/RV Storage in C-1, C-2, PFR, and ADWF Districts.

Motion made by Ward 4 Clark, Seconded by Ward 3 Harwood to approve a text amendment to remove the 10 feet setback from the primary residence requirement for accessory structures. The case file number is 202500573.

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

MOTION CARRIED

23. **2025-253:** Motion to discuss and consider possible action regarding the regulation and/or sale of kratom within the City of Diamondhead.

Motion made by Mayor Liese, Seconded by Ward 3 Harwood to discuss and consider possible action regarding the regulation and/or sale of kratom within the City of Diamondhead.

Motion made by Mayor Liese, Seconded by Ward 3 Harwood to direct City Attorney to research Kratom and report findings to the council.

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

MOTION CARRIED UNANIMOUSLY

23 a **2025-209:** Motion to approve the Planning Commission recommendation to deny an addition (covered patio) within 0' of the rear yard setback. The property address is 3 Whispering Branch Way. The tax parcel number is 123A-3-03-028.000. The property is in a R-3 zoning district. The rear yard setback for an addition is 20'. The variance requested is 20'. The Case File Number is 202500448.

Motion made by Mayor Liese, Seconded by Ward 1 Finley to approve the Planning Commission recommendation to deny an addition (covered patio) within 0' of the rear yard setback. The property address is 3 Whispering Branch Way. The tax parcel number is 123A-3-03-028.000. The property is in a R-3 zoning district. The rear yard setback for an addition is 20'. The variance requested is 20'. The Case File Number is 202500448.

Motion made by Mayor Liese, Seconded by Ward 1 Finley to amend to approve the variance for an addition (covered patio) within 0' of the rear yard setback. The property address is 3 Whispering Branch Way. The tax parcel number is 123A-3-03-028.000. The property is in a R-3 zoning district. The rear yard setback for an addition is 20'. The variance is amended to 19' setback and the applicant must make application and obtain a permit for the covered patio. The Case File Number is 202500448.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

24. Motion to approve Docket of Claims (DKT233171 - DKT233222) in the amount of $682,975.99.

    Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve Docket of Claims (DKT233171 - DKT233222) in the amount of $682,975.99.

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

    MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Council Closing Comments

Adjourn/Recess.

At 7:12 p.m. with no further business to come before the council, motion made by Ward 4 Clark, Seconded by Ward 3 Harwood to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Anna Liese Mayor	Jeannie Klein City Clerk

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD APPOINTING MICHAEL WHITE TO SERVE AS A PLANNING AND ZONING COMMISSIONER FOR THE CITY OF DIAMONDHEAD.

WHEREAS, the Mayor and Council (the governing body) for the City of Diamondhead serve as the appointing authority to the City of Diamondhead Planning and Zoning Commission pursuant to Ordinance 2012-003; and,

WHEREAS, a vacancy on the Planning & Zoning Commission (Ward 1) now exists by virtue of resignation of Commissioner Mike Bennett having occurred in October 2025; and

WHEREAS, the appointment of Michael White, introduced by Councilmember Finley, appointment shall become effective immediately will be pursuant to Ordinance 2012-003 and will therefore expire March 2028 resulting in a partial term appointment;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby appoint Michael White, a resident of Ward 1, to serve as Commissioner to be seated on the Planning and Zoning Commission for the City of Diamondhead to fill an unexpired term (M. Bennett) effectively immediately and expiring March 2028.

SO BE IT RESOLVED, this the ____________ day of ______________________, 2025.

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

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

SEAL

APPROVED_________________________
Mayor Anna Liese

ATTEST:____________________________
Jeannie Klein, City Clerk

seal

Pat Rich

From: Julie Berry <julieberry8012@yahoo.com>
Sent: Thursday, September 18, 2025 10:01 AM
To: Pat Rich
Subject: Lot 73/74 Glen Eagle

You don't often get email from julieberry8012@yahoo.com. Learn why this is important

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

15~~2~~15 Cherry Hill ~~[illegible]~~ Dr.
Glen Eagle PH 1 Lot 73-74

Dear Pat,

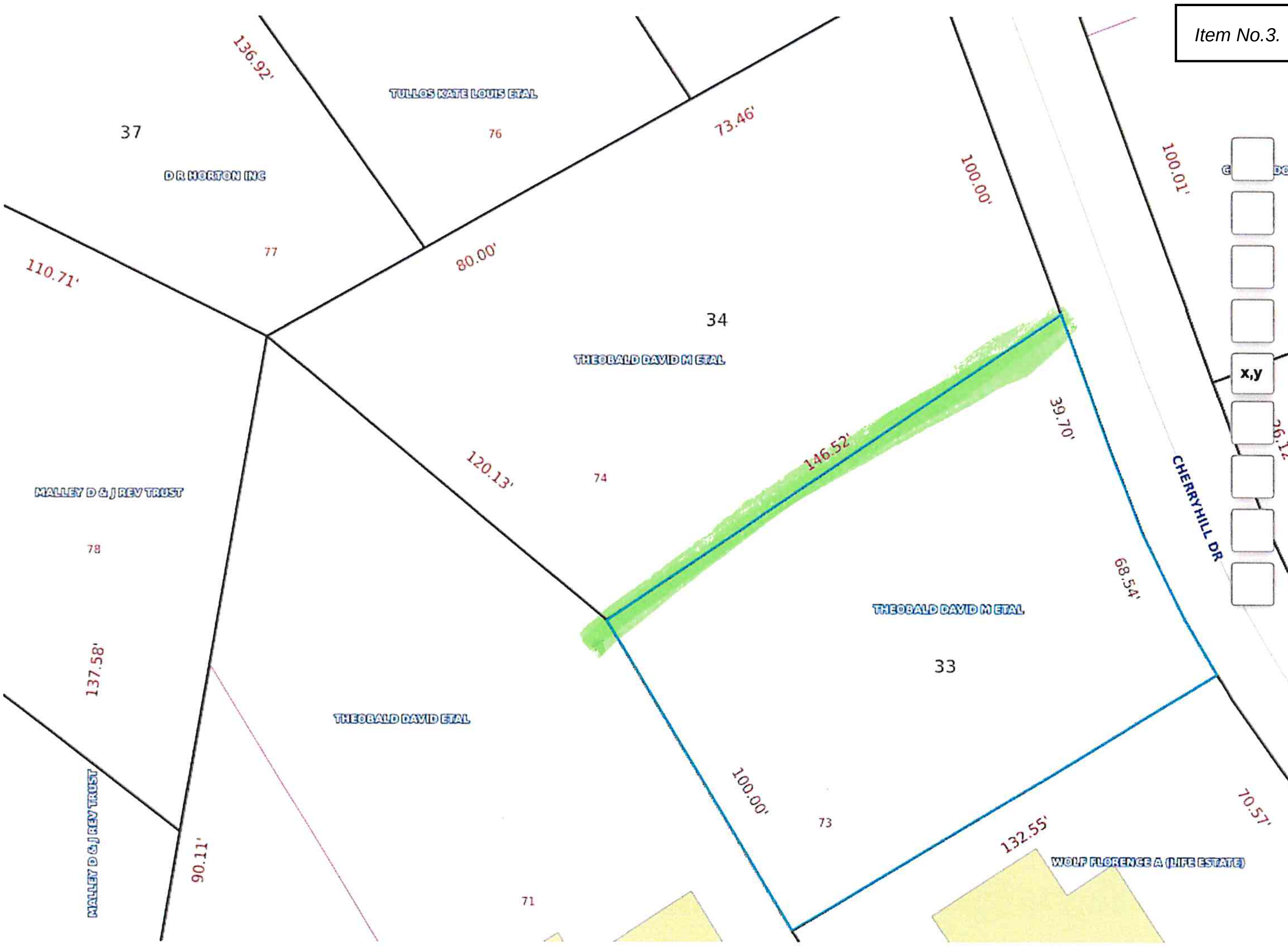
It was nice to meet you today.

Please arrange for an abandonment of easement between our two lots.

Thank you

Julie Berry

Sent from Yahoo Mail for iPhone



Parcels
067P-0-35-033.000

Parcel Number: 067P-0-35-033.000
Owner Name: THEOBALD DAVID M ETAL
Owner Address: 752 TURNBERRY DR
Owner City, State ZIP: DIAMONDHEAD, MS 395250000
Physical Address: 7515 CHERRYHILL DRIVE
Improvement Type:
Year Built: 0
Base Area: 0
Adjusted Area: 0
Actual Total Value: 20000
Taxable Total Value: 0
Estimated Tax: 251
Homestead Exemption: Yes
Deed Book: 2005

Close Export

0 15 30ft

AOE

Item No.3.

6/19/2025 REAL PROPERTY APPRAISAL MASTER FILE MAINTENANCE 09:01:01

PCL ID: 067P-0-35-033.000 ACCT # 59190 YEAR APPRAISED: ____

Type Code: _ R/C NOTES EXIST ------ACREAGE------ *TAX *MTG *REC JUD *EXMPT

MAP	PARCEL	SCT	QTR	TWN	RNG	DEEDED	CALCULATED	DIST	CODE	LOC	DST	CODE
067P		35		7S	14W			2453		0		

Taxable: __ *BEAT: 3 *CITY: 4 *SCHOOL: 2 *SPECIAL: 3

*OWNER CODE...: ________ Ownership Type: _ Status: __

OWNER NAME....: BERRY WILLIAM ETAL

IN CARE OF....: ______________ LAST UPDATED Date: 6/10/2025

*MAILING ADDR..: 6187 1ST ST BY: DWAYNE

CITY/STATE/ZIP: BAY ST LOUIS MS 39520

PROPERTY STR ADDRESS 7515 ____ ______ ___ Name: CHERRYHILL DRIVE

Contact: __ Town: ______________

*BRIEF DESCR: 73-74 GLEN EAGLE PH 1

*SUBDIVISION: 000000362 BLOCK: ____ _ LOT#: ____ _ LOT SIZE: ______

ZONED: ____	DATE	BOOK	PAGE	DATE	BOOK	PAGE	DATE	BOOK	PAGE
DEED INFO:	12/19/2024	2024	18004	8/08/2006	2006	11598	7/14/2005	2005	4604
#ofLOTS	9/28/2001	BB233	721						

_____	*CD	BENEFIT	*CD	BENEFIT	*CD	BENEFIT	*CD	BENEFIT	*CD	BENEFIT
SPCL AMT:										

F1-DEEDS F2-Values

*F4=Prompt F5=Upd. F6=Land F7=Bldg F8=H/S F9=Print F10=Del. F11=Sales F12=Exit
F13=Tax Amt F14=Notes F15=Print PRC F17=Prior Val F18=View GMap F19=DLT BLDS
F20=View Image F21=Scan F22=10% Affidavt F23-Income Val F24=RTV DEEDS PageU/D

Pat Rich

From: Ashley Hebert <ashleyhebert@coastelectric.coop>
Sent: Thursday, September 18, 2025 11:47 AM
To: Pat Rich
Subject: RE: AOE 7515 Cherry Hill Dr.

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

We are good with the abandonment of this easement.

Ashley Hebert

Engineering and Operations

Coast Electric Power Association

Office: 228-363-7238

Cell: 228-493-4300

From: Pat Rich <prich@diamondhead.ms.gov>
Sent: Thursday, September 18, 2025 11:45 AM
To: Ty Wiltz <TWiltz@diamondhead.ms.gov>; Ashley Hebert <ashleyhebert@coastelectric.coop>
Subject: AOE 7515 Cherry Hill Dr.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

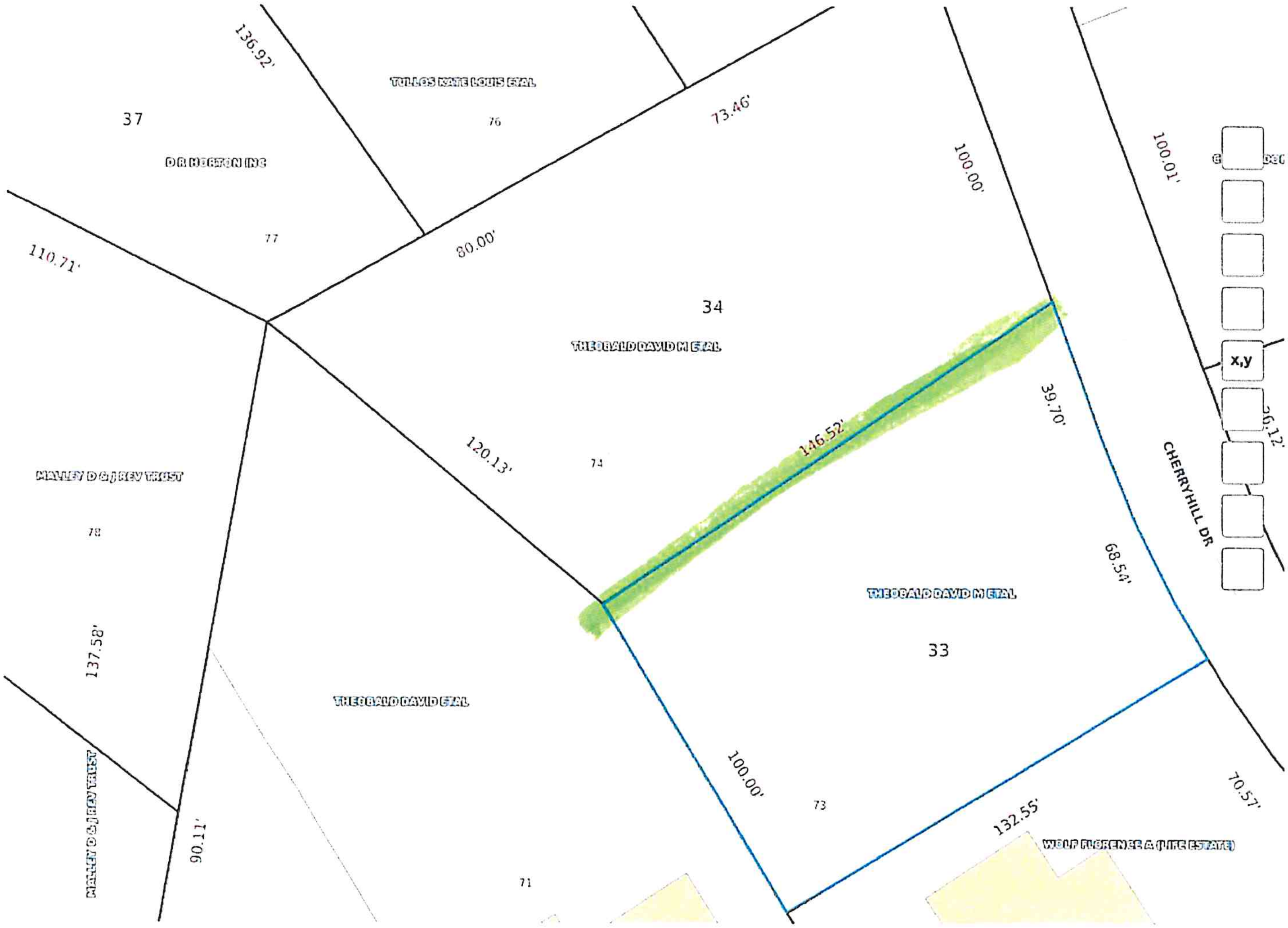
William Berry is requesting the abandonment of the 5' drainage/utility easements on either side of the common property lines between Lots 73 and 74, Glen Eagle Phase 1, for the purpose of constructing a residence with the street address of 7515 Cherry Hill Dr.

Does your company or office need this easement to provide current or future services? Please provide me your written comments by Thursday, September 25th.

Thanks in advance,

Item No.3.

No Issues.
TyWiltz (TW) 9/26/25
Public Works



7515 Cherryhill Drive

Parcels
067P-0-35-033.000

Parcel Number: 067P-0-35-033.000
Owner Name: THEOBALD DAVID M ETAL
Owner Address: 752 TURNBERRY DR
Owner City, State ZIP: DIAMONDHEAD, MS 395250000
Physical Address: 7515 CHERRYHILL DRIVE
Improvement Type:
Year Built: 0
Base Area: 0

Resolution 2025-053
Agenda Item 2025-259

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5' DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 73 AND 74, GLENN EAGLE PHASE 1 HANCOCK COUNTY LOCATED WITHIN THE CITY

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

1. The City currently has a 5' drainage/utility easement on each side of the common property line between lots 73 and 74, Glen Eagle Phase 1.

2. William Berry is the owner of Lots 73 and 74, Glen Eagle. The parcel numbers are 067P-0-35-033.000 and 067P-0-35-034.000. The physical address is 7515 Cherryhill Dr.

3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5' drainage and utility easements on each side of the common property line between lots 73 and 74, Glen Eagle Phase 1.

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

4. SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to lots 73 and 74, Glen Eagle Phase 1, described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer District and CEPA do not have any objections.

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

Resolution 2025-053
Agenda Item 2025-259

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _______________, seconded by Councilmember ________________ and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	___	___	____
Councilmember Sheppard	___	___	____
Councilmember Harwood	___	___	____
Councilmember Clark	___	___	____
Councilmember Maher	___	___	____
Mayor Liese	___	___	____

The motion having received the affirmative vote of a majority of all the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of ________________, 2025.

____
MAYOR

ATTEST:

____
CITY CLERK

(SEAL)

Resolution 2025-054
Agenda Item 2025-260

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5’ DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 53 AND 54, DIAMONDHEAD PHASE 1, UNIT 4, BLOCK 1 HANCOCK COUNTY LOCATED WITHIN THE CITY

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

1. The City currently has a 5’ drainage/utility easement on each side of the common property line between lots 53 and 54, Diamondhead Phase 1, Unit 4, Block 1.

2. Stephanie Fayard is the owner of Lots 53 and 54, Diamondhead Phase 1, Unit 4, Block 1. The parcel numbers are 067F-1-26-131.000 and 067F-1-26-131.000. The physical address is 10614 Limu Way.

3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5’ drainage and utility easements on each side of the common property line between lots 53 and 54, Diamondhead Phase 1, Unit 4, Block 1.

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

4. SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to lots 53 and 54, Diamondhead Phase 1, Unit 4, Block 1, described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer District and CEPA do not have any objections.

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

Resolution 2025-054
Agenda Item 2025-260

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _______________, seconded by Councilmember ________________ and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	___	___	____
Councilmember Sheppard	___	___	____
Councilmember Harwood	___	___	____
Councilmember Clark	___	___	____
Councilmember Maher	___	___	____
Mayor Liese	___	___	____

The motion having received the affirmative vote of a majority of all the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of ________________, 2025.

____
MAYOR

ATTEST:

____
CITY CLERK

(SEAL)

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY DIAMONDHEAD
AND
COVINGTON CIVIL & ENVIRONMENTAL, LLC

This AGREEMENT made the ____ day of ____________________, 2025 by City of Diamondhead hereinafter referred to as the OWNER, and Covington Civil & Environmental, LLC , hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS, the OWNER selected the ENGINEER to furnish engineering studies, field investigations, design and construction phase services for various projects, hereinafter referred to as ENGINEERING SERVICES; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for the ENGINEERING SERVICES.

ARTICLE I–SCOPE OF WORK

1. The ENGINEER shall perform the work under this AGREEMENT and APPENDIX 1 in accordance with the following:

   The ENGINEER shall provide services as requested by the OWNER through the City Manager or any department heads as designated by the City Manager. The work shall be performed with services as generally outlined in Exhibit 1. ENGINEER designates and authorizes Ben Benvenutti as the engineer primarily responsible for providing said services.

ARTICLE II–ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have responsibility for and furnish all necessary labor, direct and indirect costs to perform and complete the ENGINEERING SERVICES that may be requested by the OWNER.

2. Upon OWNER's request, the ENGINEER shall proceed with the performance of the work called for by the OWNER. The work shall be completed generally in accordance with the designated time as mutually agreed upon between the OWNER and ENGINEER.

3. All work performed for the OWNER shall become the property of the OWNER. Any unauthorized reuse of the work shall be at the OWNER's risk.

4. During the term of this AGREEMENT, the ENGINEER shall not knowingly engage in any work, design or construction related activities under the purview of the OWNER that creates a conflict of interest without the expressed written consent of the OWNER.

ARTICLE III-PERIOD OF SERVICES

1. The period of services shall be from November 1, 2025 to October 31, 2028, and may be renewed annually thereafter with the written agreement of the OWNER and ENGINEER.

ARTICLE IV-COMPENSATION

1. As consideration for providing general engineering services as outlined in the Scope of Work included as Exhibit 1, the OWNER shall pay to the ENGINEER a monthly Lump Sum Fee of $3,000 it is agreed that the Lump Sum Fee will be re-evaluated six months after the date of execution of this Agreement and adjusted, if at all, with the written agreement of the OWNER and ENGINEER.

2. As consideration for providing the services enumerated outside of those services included in Article IV, Paragraph 1 above and exclusive of federal program projects engineering services, the OWNER shall pay the ENGINEER on an hourly basis at the rates included in Exhibit 2 attached to this AGREEMENT, or at a fixed price with the written agreement of the OWNER and ENGINEER.

3. The ENGINEER shall submit invoices to the OWNER (City Manager) monthly. Such invoices shall be reviewed and, if acceptable pursuant to the terms of this AGREEMENT, approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 45 days following receipt of the invoice unless specified otherwise in advance.

ARTICLE V-LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.

2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage:

   2.1. Workmen's Compensation and Employer's Liability Insurance.

   Workmen's compensation and any other insurance coverage as may be required by law in the State of Mississippi.

   2.2. Comprehensive Automobile and Vehicle Liability Insurance.

   This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damages to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limits of liability shall not be less than the following:

Bodily Injury	$500,000.00 each person
	$500,000.00 each occurrence
Property Damage	$500,000.00 each occurrence

   2.3. Comprehensive General Liability.

   This insurance shall be written in comprehensive form including OWNER'S protective products and operations insurance and shall protect the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	$300,000.00 each person $1,000,000.00 each occurrence
Property Damage	$500,000.00 each occurrence $500,000.00 aggregate

2.4 Professional Liability.

The ENGINEER shall maintain professional liability insurance coverage written on a claims made basis in the amount of $1,000,000.

2.5 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.

4. This AGREEMENT is for independent contractor services of ENGINEER and, as such, OWNER is not required to maintain workers' compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for ENGINEER.

ARTICLE VI-DEFENSE AND INDEMNITY

1. For consideration received and acknowledged, and to the fullest extent permitted by law, the ENGINEER shall defend, indemnify, and hold harmless the City, its agents, and employees, and any other person or entity that the City is required to defend or indemnify (collectively, the "Indemnities"), from and against any and all demands, claims, causes of action, liens, fines, penalties, losses, damages, costs, and expenses (including legal fees), of every kind and nature, regardless of whether in law or in equity, or whether nominal, actual, direct, indirect, consequential, special, punitive, or otherwise (collectively, the "Liabilities"), arising out of ENGINEER'S negligence.

2. If any portion of the foregoing indemnity clause is determined to be in contravention of applicable law or otherwise invalid or unenforceable, that portion shall be deemed severable and the foregoing indemnity clause shall be reformed to provide the maximum enforceable defense and indemnity in favor of the Indemnities permitted by applicable law.

ARTICLE VII-TERMINATION OF CONTRACT

1. Unless earlier terminated as stipulated below, this AGREEMENT shall terminate upon completion of the Period of Services or extensions as mutually agreed by both parties.

2. This AGREEMENT may be terminated with or without cause, in whole or in part, by either party with 30 days' written notice of intent to terminate.

3. Upon receipt of a termination notice, the ENGINEER shall, (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

4. Upon termination pursuant to Article VII, paragraph 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise.

ARTICLE VIII–CHANGES AND AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.

2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

ARTICLE IX–MISCELLANEOUS

1. All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance of the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

2. Control of means and methods of operation for all work accomplished in the ENGINEER's office or in the field, including provisions for any required safety precautions, shall be the responsibility of the ENGINEER.

3. All communications regarding this AGREEMENT will be directed to the OWNER through the person designated by the OWNER as the Project Manager.

4. For projects other than general engineering services, invoices will be submitted to the OWNER (City Manager) monthly, and the ENGINEER shall include a brief analysis showing the cost-to-date and contract balance for work performed.

5. This AGREEMENT, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by either the ENGINEER or OWNER without the prior written consent of the other party.

6. In the event any provision of this AGREEMENT shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of any subsequent breach.

7. This AGREEMENT and all covenants and warranties contained herein shall survive indefinitely unless agreed otherwise in writing by the ENGINEER and OWNER.

8. Termination of this AGREEMENT, unless expressly provided otherwise herein, shall not relieve or release any party from any rights, liabilities, or obligations that it has accrued prior to the date of such termination and those rights, liabilities, and obligations expressed herein of the parties upon the termination of the AGREEMENT.

9. Any notice required or permitted to be sent hereunder to OWNER shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, to the OWNER at:

   The City of Diamondhead
   c/o City Manager
   5000 Diamondhead Circle
   Diamondhead, Mississippi 39525

10. Any notice required or permitted to be sent hereunder to ENGINEER shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, to the ENGINEER at:

    Benjamin Benvenutti
    Covington Civil & Environmental, LLC
    2510 14th Street, Suite 1010
    Gulfport, MS 39501

11. This AGREEMENT (consisting of Pages 1 to 5 inclusive) together with the Exhibits identified herein constitute the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have been made and executed this AGREEMENT as of the day and year first above written.

ACCEPTED FOR OWNER: CITY OF DIAMONDHEAD	ACCEPTED FOR ENGINEER: COVINGTON CIVIL & ENVIRONMENTAL, LLC.
______________________________ Jon McCraw, City Manager	____ Ben Benvenutti, Principal Engineer License #
Date: ____________________________	Date: ___________________________________
ATTEST	ATTEST
_____________________________ Jeannie Klein, City Clerk	____ Signature

Exhibit 1

CITY ENGINEER

General Services 1 Scope of Services

For a fixed monthly amount paid by the City of Diamondhead (OWNER) to Covington Civil & Environmental (ENGINEER) will provide the following services:

- Attend bi-weekly meeting of the City Manager and City Council and special call meetings.
- Attend meetings with City Manager, city staff or city's consultants on an as-needed basis.
- Attend Planning & Zoning Commission meetings as needed.
- Coordinate minor permit applications for in-house improvements with DWSD, MSDH and MDEQ.
- Assist the City with preparation of Tidelands, GOMESA and other funding source applications as needed.
- Evaluate and provide recommendation for minor drainage repairs and improvements throughout the City.
- Develop schematic plans, estimates, and schedules for short-term and long-term City improvements and master planning.
- Other miscellaneous general services not included in the items listed below.

These services include engineering services, CAD drafting services, inspection services, administrative services, document preparation and printing, travel, telephone consultation, and overhead associated with the completion of tasks. ENGINEER does not charge overtime rates when responding to calls and inspecting projects after hours and on weekends.

Work-Outside Basic Services

For all other specific projects to bid and specialized services we propose to bill under a project specific negotiated fee or Time and Material at the hourly rates attached. We would anticipate these types of projects and activities to include the following:

- Projects that require plans and specification engineered and stamped for quotes and/or bidding
- Projects funded outside of the City's General Funds
- GIS and Surveying
- Geotechnical services
- Specialized environmental services
- Testing
- Specialized architectural services
- Specialized inspections
- Full time RPR
- Specialized mechanical services
- Specialized electrical services

Also, any City project that is funded with City funds that is required to be bid in accordance with state law or federal law will be considered as an additional service. Special projects for recreation, police, or fire departments will also be considered an additional service. Finally, any time and cost associated with preparation for court or other legal proceedings will be provided outside of the general engineering on a time and material basis.

The above tasks include engineering, drafting and CAD services, inspection, document preparation and printing, travel cost, telephone consultations, and other overhead cost associated with the task.

All GIS, survey, environmental, or architectural services will be considered an additional service and outside of the general services discussed above.

On other projects handled by ENGINEER as an additional service to the agreement, payment will be determined on a project-by-project basis depending upon the source of funds and the project specific requirements. Projects to be handled as an additional service include but are not limited to:

Projects funded by other sources, such as LPA, MDOT, FHWA, FEMA/MEMA ClAP; State Revolving Funds; COE funds (i.e., 592); CDBG; SPAP projects; EPA projects; State or federal grants or loans; or any other project funded outside the City's normal operating funds, i.e., water, sewer, and general fund.

Exhibit 2
Fee Schedule

Classification	Labor Hourly Rate
Principal Engineer	$162.00
Senior Professional Engineer (held P.E. License minimum 10 years	$145.00
Senior Professional Engineer (held P.E. License minimum 5 years)	$125.00
Professional Engineer (licensed P.E.)	$105.00
Senior Project Manager (minimum 15 Year Experience	$115.00
Project Engineer	$95.00
Professional Land Surveyor	$98.00
Survey Crew Chief	$68.00
Instrument Person	$41.00
Senior CAD Technician (minimum 15 Years Experience)	$90.00
Senior CAD Technician (minimum 10 Years Experience)	$80.00
CAD Technician	$70.00
Clerical	$50.00
Senior Administration (minimum 15 Years Experience)	$80.00
Resident Project Representative	$75.00
Engineering/Specification Technician	$65.00
Student Intern/Co-op	$40.00
Scientist	$85.00
Senior Scientist	$160.00
Senior Geologist	$160.00
Senior Construction Manager	$160.00
Biologist	$115.00
1 man GPS Survey Crew	$150.00
2 man GPS Survey Crew	$175.00
Drone (minimum charge, up to half day)	$350.00
Drone (more than half day to all day	$475.00

Where living is easy.
DIAMONDHEAD
MISSISSIPPI

Item No.6.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

October 16, 2025

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

Dear Councilmembers:

Re: Engineering Contracts for General Services and Federal Projects

Proposals were received from qualified firms for Master Service Agreements for general engineering (Scope 1) and federally funded projects (Scope 2) for a term of four (4) years. A committee has reviewed and scored the proposals based on each service scope and firm's qualifications. Firms responding to the RFQ were Allen & Hoshall, Chiniche Engineering, Covington Civil & Environmental, DDG, Dungan, MP Design, Neel-Shaffer, Overstreet and Seymour Engineering. The recommendation for Master Service Agreement Engineers:

Chiniche Engineering and Surveying	Covington Civil & Environmental
MP Designs (Machado Patano)	Neel-Schaffer

The recommendation of qualified firms for Federal Programs engineering is as follows with rates to be negotiated:

Chiniche Engineering and Surveying	Covington Civil & Environmental
MP Designs (Machado Patano)	Neel-Schaffer

It is my recommendation to accept these firms and further authorize the City Manager to proceed with negotiations to establish fees with each firm and execute the agreements.

Thank you in advance for your favorable consideration and approval in this matter.

Sincerely,

Jon McCraw
City Manager

COVINGTON
CIVIL AND ENVIRONMENTAL

October 6, 2025

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

Re: Change Order #2 (Summary) Recommendation
Diamondhead Paving Project 2025

Dear Mr. McCraw:

For consideration by the Council, I have enclosed Change Order #2 (Summary Change Order) for this project. This Change Order serves to remedy the actual project quantities needed to complete the project. As shown, this Change Order decreases the total contract amount by $52,825.20. Additionally, the contract time is reduced by 39 days as the project was substantially completed August 28, 2025.

With that said, I recommend that the Council approve this Change Order #2. Should you have any questions, please do not hesitate to contact me at 228-396-0486 or sarah@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Sarah McLellan, P.E.
Project Engineer

SARAH G. MCLELLAN
LICENSED PROFESSIONAL
ENGINEER
32886
STATE OF MISSISSIPPI

10/6/2025

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486

CHANGE ORDER

OWNER:
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CONTRACTOR:
Gulf Pride Paving, LLC
10210 Logan Cline Rd.
Gulfport, MS 39503

CHANGE ORDER NO. **2 (Summary)**

DATE: October 1, 2025

ENGINEER: Covington Civil & Environmental

PROJECT: Diamondhead Paving Project 2025

SUMMARY:
This change order serves to decrease the contract amount and contract time.

Installed quantities in the field differ from the original estimated quantities in the contract. A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with these adjustments is a decrease in the total contract amount by $52,825.20

The project was substantially complete August 28, 2025 reducing the contract time by 39 days.

THE CONTRACT IS AMENDED AS SHOWN BELOW:
(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	$710,377.50
Net Change by previously authorized Change Orders:	$63,566.00
The Contract Sum prior to this Change Order was:	$773,943.50
The Contract Sum will now Change:	($52,825.20)
The New Contract Sum including this Change Order will be:	$721,118.30

The original Contract Time:	9/21/2025
Net Change by previously authorized Change Orders:	15
The Date of Substantial Completion prior to this Change Order:	10/6/2025
The Contract Time will now Change by days:	-39
The New Date of Substantial Completion will be:	8/28/2025

CONTRACTOR:		ENGINEER:		OWNER:	
By:	[signature]	By:	[signature]	By:	
Date:	10/1/25	Date:	10/1/2025	Date:	

Item No.7.

DIAMONDHEAD PAVING PROJECT 2025
CITY OF DIAMONDHEAD
CHANGE ORDER #2 (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS

				ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		
PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	DELTA
3	Silt Fence	LF	$ 2.50	1,000	$ 2,500.00		(1000.0)	0	$ -	$ (2,500.00)
4	Wattles	LF	$ 10.00	300	$ 3,000.00		(300.0)	0	$ -	$ (3,000.00)
5	Removal of Pavement (All Types and Thicknesses)	SY	$ 12.00	2,850	$ 34,200.00		(275.0)	2,575	$ 30,900.00	$ (3,300.00)
6	Excess Excavation, LVM	CY	$ 11.00	900	$ 9,900.00		(357)	543	$ 5,973.00	$ (3,927.00)
7	Borrow Material, LVM	CY	$ 20.00	100	$ 2,000.00		(100)	0	$ -	$ (2,000.00)
8	Geotextile Fabric - MDOT Type V	SY	$ 3.00	2,850	$ 8,550.00		(275)	2,575	$ 7,725.00	$ (825.00)
9	610 Granular Aggregate Base	CY	$ 200.00	550	$ 110,000.00		(129)	421	$ 84,200.00	$ (25,800.00)
11	2" 12.5 mm, ST, Asphalt Pavement	SY	$ 20.00	2850	$ 57,000.00		(275.00)	2,575.00	$ 51,500.00	$ (5,500.00)
12	Traffic Markings, 24" Stop Bar	LF	$ 18.15	210	$ 3,811.50	148		358	$ 6,497.70	$ 2,686.20
13	4" Thermoplastic, Traffic Stripe, Continuous Yellow	LF	$ 2.24	8750	$ 19,600.00		(110)	8,640	$ 19,353.60	$ (246.40)
A1-2	Excess Excavation, LVM	CY	$ 11.00	300	$ 3,300.00		(92)	208	$ 2,288.00	$ (1,012.00)
A1-3	Borrow Material, LVM	CY	$ 20.00	50	$ 1,000.00		(50.00)	0.00	$ -	$ (1,000.00)
A1-5	610 Granular Aggregate Base	CY	$ 200.00	175	$ 35,000.00	13		188	$ 37,600.00	$ 2,600.00
A1-8	Thermoplastic Traffic Markings, 24" Stop Bar	LF	$ 30.00	35	$ 1,050.00	45		80	$ 2,400.00	$ 1,350.00
A2-1	Removal of Pavement (All Types and Thicknesses)	SY	$ 12.00	500	$ 6,000.00		(62.0)	438	$ 5,256.00	$ (744.00)

A2-2	Excess Excavation, LVM	CY	$ 11.00	200	$ 2,200.00		(102.0)	98	$ 1,078.00	$ (1,122.00)
A2-3	Borrow Material, LVM	CY	$ 20.00	50	$ 1,000.00		(50.0)	0	$ -	$ (1,000.00)
A2-4	Geotextile Fabric - MDOT Type V	SY	$ 3.00	500	$ 1,500.00		(62.0)	438	$ 1,314.00	$ (186.00)
A2-5	610 Granular Aggregate Base	CY	$ 200.00	90	$ 18,000.00		(17.0)	73	$ 14,600.00	$ (3,400.00)
A2-7	2" 12.5 mm, ST, Asphalt Pavement	SY	$ 20.00	500	$ 10,000.00		(62.0)	438	$ 8,760.00	$ (1,240.00)
A2-10	Manhole and Valve Riser	EA	$ 500.00	6	$ 3,000.00		(5.3)	1	$ 341.00	$ (2,659.00)
								TOTAL CONTRACT CHANGE (DECREASE)		$ (52,825.20)

COVINGTON
CIVIL AND ENVIRONMENTAL

October 6, 2025

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

Re: Pay Application #3 FINAL
Diamondhead Paving Project 2025
Gulf Pride Paving, LLC

Dear Mr. McCraw:

Enclosed, please find Pay Application #3 FINAL to be considered for approval by the City Council at the next meeting. The project was Substantially Completed August 28, 2025. The Contractor has provided the following documents: Contractor's Affidavit of Payment of Debts and Claims, Affidavit of Release of Liens, Consent of Surety to Final Payment, Power of Attorney, and Warranty Letter.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council approve payment to Gulf Pride Paving, LLC, in the amount of $102,087.85. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Sarah McLellan, P.E.
Project Engineer

Enclosures: Pay Application #3 FINAL Signed

Fax: (228) 396-0487
2300 14th Street
Gulfport, Mississippi 39501
Phone: (228) 396-0486

ONE YEAR WARRANTY

To: **City of Diamondhead**
5000 Diamondhead Circle
Diamondhead, Ms 39525

Date: 10/03/2025

VIA Engineer: **Covington Civil and Environmental**
2300 14th Street
Gulfport, Ms 39501

Project: **16175.08 – WA #36 Diamondhead Paving 2025**

Statement of Warranty

Gulf Pride Paving, LLC certifies that all work performed under this contract has been carried out in accordance with the contract documents and that materials are new and free from faults or defects. Any work or material found to be defective or not in compliance with the contract terms will be immediately corrected by Subcontractor at its cost (including cost to replace work of others) and to the satisfaction of City of Diamondhead. This General Warranty will be effective on the date of Substantial Completion and extend one year (1) thereafter. Work completed under this General warranty shall have an additional warranty period of one (1) year from the date the warranty work is completed and accepted by City of Diamondhead.

Substantial Completion – 08/28/2025

Warranty End Date – 08/28/2026

BJ Sellers
Authorized Signature

BJ Sellers Jr. – Director of Operations
Print Name / Title

Item No.7.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

To Owner: **City of Diamondhead**

PROJECT: **Diamondhead Paving 2025**

APPLICATION NO: 3 - FINAL

PERIOD TO: 9/26/25

Distribution to:
- [ ] GC
- [X] ENGINEER
- [ ] CONTRACTOR
- [ ] OWNER

FROM CONTRACTOR:
Gulf Pride Paving, LLC
10200 Logan Cline Road
Gulfport, MS 39503

VIA ENGINEER: **Covington Engineering**

PROJECT NOS: 16175.08 - WA #36

CONTRACT FOR: **Diamondhead Paving**

CONTRACT DATE: 06/23/25

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM $ 710,377.50
2. Net change by Change Orders $ 63,566.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ 773,943.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ 721,118.30
5. RETAINAGE:
   a. 0 % of Completed Work (Column D + E on G703) $ -
   b. ____ % of Stored Material (Column F on G703) $
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 721,118.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ 619,030.45
8. CURRENT PAYMENT DUE $ **102,087.85**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 52,825.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	63,566.00	
Total approved this Month	-	
TOTALS	63,566.00	-
NET CHANGES by Change Order	63,566.00	

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.

NOTARY PUBLIC
Exp. 1/17/2028
Sean Thomas
Hancock County
Comm # 410476
STATE OF MISSISSIPPI

CONTRACTOR: **Gulf Pride Paving, LLC**

By: ______________________ Date: 10/1/25

State of: **Mississippi** County of: **Hancock**

Subscribed and sworn to before me this 10 day of October, 2025

Notary Public:

My Commission expires: 1/17/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

AMOUNT CERTIFIED . . . . $ 102,087.85

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

ARCHITECT:

By: Sarah McLellan Date: 10/6/2025

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

CONTINUATION SHEET

APPLICATION NO: 3 - FINAL
APPLICATION DATE: 9/26/25
PERIOD TO: 9/26/25
ENGINEERS PROJECT NO: 16175.08 - WA #36

ITEM NO.:	ITEMS:	UNITS:	ESTIMATED CONTRACT QUANTITY:	UNIT PRICE:	ESTIMATED CONTRACT AMOUNT:	COMPLETED THIS PERIOD:	AMOUNT THIS PERIOD:	COMPLETED TO DATE:	AMOUNT TO DATE:
			Base Bid Bayou Drive						
1	Mobilization	1.00	LS	$15,000.00	$15,000.00	0%	$ -	100%	$ 15,000.00
2	Maintenance of Traffic	1.00	LS	$10,000.00	$10,000.00		$ -	100%	$ 10,000.00
3	Silt Fence	1,000.00	LF	$2.50	$2,500.00		$ -		$ -
4	Wattles	300.00	LF	$10.00	$3,000.00		$ -		$ -
5	Removal of Pavement (All Types and Thicknesses	2,850.00	SY	$12.00	$34,200.00		$ -	2652	$ 31,824.00
6	Excess Excavation, LVM	900.00	CY	$11.00	$9,900.00		$ -	597	$ 6,567.00
7	Borrow Material, LVM	100.00	CY	$20.00	$2,000.00		$ -		$ -
8	Geotextile Fabric - MDOT Type V	2,850.00	SY	$3.00	$8,550.00		$ -	2652	$ 7,956.00
9	610 Granular Aggregate Base	550.00	CY	$200.00	$110,000.00		$ -	442	$ 88,400.00
10	1.5" 9.5 mm, ST, Asphalt Pavement	12,000.00	SY	$15.98	$191,760.00		$ -	12000	$ 191,760.00
11	2" 12.5 mm, ST, Asphalt Pavement	2,850.00	SY	$20.00	$57,000.00		$ -	2652	$ 53,040.00
12	Traffic Markings, 24" Stop Bar	210.00	LF	$18.15	$3,811.50	358	$ 6,497.70	358	$ 6,497.70
13	4" Thermoplastic, Traffic Stripe, Continuous Yellow	8,750.00	LF	$2.24	$19,600.00	8640	$ 19,353.60	8640	$ 19,353.60
14	4" Thermoplastic, Traffic Stripe, Continuous White	9,000.00	LF	$2.24	$20,160.00	9000	$ 20,160.00	9000	$ 20,160.00
15	Manhole and Valve Riser	3.00	EA	$500.00	$1,500.00	0	$ -	3	$ 1,500.00

Item No.7.

CONTINUATION SHEET

APPLICATION NO: 3 - FINAL
APPLICATION DATE: 9/26/25
PERIOD TO: 9/26/25
ENGINEERS PROJECT NO: 16175.08 - WA #36

ITEM NO.:	ITEMS:	UNITS:	ESTIMATED CONTRACT QUANTITY:	UNIT PRICE:	ESTIMATED CONTRACT AMOUNT:	COMPLETED THIS PERIOD:	AMOUNT THIS PERIOD:	COMPLETED TO DATE:	AMOUNT TO DATE:
				Alternate 1 Lola Drive					
A1-1	Removal of Pavement (All Types and Thicknesses)	925	SY	$12.00	$11,100.00		$ -	925	$ 11,100.00
A1-2	Excess Excavation, LVM	300	CY	$11.00	$3,300.00		$ -	208	$ 2,288.00
A1-3	Borrow Material, LVM	50	CY	$20.00	$1,000.00		$ -		$ -
A1-4	Geotextile Fabric - MDOT Type V	925	SY	$3.00	$2,775.00		$ -	925	$ 2,775.00
A1-5	610 Granular Aggregate Base	175	CY	$200.00	$35,000.00		$ -	188	$ 37,600.00
A1-6	1.5" 9.5 mm, ST, Asphalt Pavement	2150	SY	$15.98	$34,357.00		$ -	2150	$ 34,357.00
A1-7	2" 12.5 mm, ST, Asphalt Pavement SY 925	925	SY	$20.00	$18,500.00		$ -	925	$ 18,500.00
A1-8	Thermoplastic Traffic Markings, 24" Stop Bar	35	LF	$30.00	$1,050.00	80	$ 2,400.00	80	$ 2,400.00
A1-9	Manhole and Valve Riser	1	EA	$500.00	$500.00		$ -	1	$500.00

CONTINUATION SHEET

APPLICATION NO: 3 - FINAL
APPLICATION DATE: 9/26/25
PERIOD TO: 9/26/25
ENGINEERS PROJECT NO: 16175.08 - WA #36

ITEM NO.:	ITEMS:	UNITS:	ESTIMATED CONTRACT QUANTITY:	UNIT PRICE:	ESTIMATED CONTRACT AMOUNT:	COMPLETED THIS PERIOD:	AMOUNT THIS PERIOD:	COMPLETED TO DATE:	AMOUNT TO DATE:
				Alternate 2 Turnberry					
A2-1	Removal of Pavement (All Types and Thicknesses)	500	SY	$12.00	$6,000.00		$ -	438	$ 5,256.00
A2-2	Excess Excavation, LVM	200	CY	$11.00	$2,200.00		$ -	98	$ 1,078.00
A2-3	Borrow Material, LVM	50	CY	$20.00	$1,000.00		$ -		$ -
A2-4	Geotextile Fabric - MDOT Type V	500	SY	$3.00	$1,500.00		$ -	438	$ 1,314.00
A2-5	610 Granular Aggregate Base	90	CY	$200.00	$18,000.00		$ -	73	$ 14,600.00
A2-6	1.5" 9.5 mm, ST, Asphalt Pavement	4300	SY	$15.98	$68,714.00		$ -	4300	$68,714.00
A2-7	2" 12.5 mm, ST, Asphalt Pavement	500	SY	$20.00	$10,000.00		$ -	438	$8,760.00
A2-8	Thermoplastic Traffic Markings, 24" Stop Bar	50	LF	$30.00	$1,500.00	50	$ 1,500.00	50	$1,500.00
A2-9	8" Yellow Thermoplastic Solid Golf Cart Path Line	100	LF	$19.00	$1,900.00	100	$ 1,900.00	100	$1,900.00
A2-10	Manhole and Valve Riser	6	EA	$500.00	$3,000.00		$ -	0.68	$ 341.00

Item No.7.

CONTINUATION SHEET

APPLICATION NO: 3 - FINAL
APPLICATION DATE: 9/26/25
PERIOD TO: 9/26/25
ENGINEERS PROJECT NO: 16175.08 - WA #36

ITEM NO.:	ITEMS:	UNITS:	ESTIMATED CONTRACT QUANTITY:	UNIT PRICE:	ESTIMATED CONTRACT AMOUNT:	COMPLETED THIS PERIOD:	AMOUNT THIS PERIOD:	COMPLETED TO DATE:	AMOUNT TO DATE:
			Change Order #1						
CO1-1	Removal of Pavement (All Types and Thicknesses)	280	SY	$12.00	$3,360.00		$ -	203	$ 2,436.00
CO1-2	Excess Excavation, LVM	100	CY	$11.00	$1,100.00		$ -	46	$ 506.00
CO1-3	Geotextile Fabric - MDOT Type V	280	SY	$3.00	$840.00		$ -	203	$ 609.00
CO1-4	610 Granular Aggregate Base	55	CY	$200.00	$11,000.00		$ -	34	$ 6,800.00
CO1-5	1.5" 9.5 mm, ST, Asphalt Pavement	1500	SY	$15.98	$23,970.00		$ -	1500	$ 23,970.00
CO1-6	2" 12.5 mm, ST, Asphalt Pavement SY 925	280	SY	$20.00	$5,600.00		$ -	203	$ 4,060.00
CO1-7	4" Thermoplastic, Traffic Stripe, Continuous Yellow	3750	LF	$2.24	$8,400.00	3750	$ 8,400.00	3750	$ 8,400.00
CO1-8	4" Thermoplastic, Traffic Stripe, Continuous White	4150	LF	$2.24	$9,296.00	4150	$ 9,296.00	4150	$ 9,296.00
TOTAL					$ 773,943.50		$ 69,507.30		$ 721,118.30

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Diamondhead Paving Project 2025
Bayou Dr, Lola Dr, Turnberry,
Analli Street.

TO OWNER: *(Name and address)*
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Ms 39525

ARCHITECT'S PROJECT NUMBER:
16175.08 - WA #36

CONTRACT FOR: General Construction

CONTRACT DATED:
June 23, 2025

OWNER: ☒
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Hancock County

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Gulf Pride Paving, LLC
10200 Logan Cline Rd
Gulfport, Ms 39503

BY: BJ Sellers
(Signature of authorized representative)

BJ Sellers Director of Operations
(Printed name and title)

Subscribed and sworn to before me on this date: 10/01/25

Notary Public: S Thomas
My Commission Expires: 01/17/28

NOTARY PUBLIC
Exp. 1/17/2028
Sean Thomas
Hancock County
Comm # 410476
STATE OF MISSISSIPPI

(1164924496)

Item No.7.

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Diamondhead Paving Project 2025
Bayou Dr, Lola Dr, Turnberry,
Analli Street.

TO OWNER: *(Name and address)*
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Ms 39525

ARCHITECT'S PROJECT NUMBER: 16175.08 - WA #36

CONTRACT FOR: General Construction

CONTRACT DATED: June 23, 2025

OWNER: [X]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

STATE OF: Mississippi
COUNTY OF: Hancock County

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Gulf Pride Paving, LLC
10200 Logan Cline Rd
Gulfport, Ms 39503

BY: BJ Sellers
(Signature of authorized representative)

BJ Sellers Director of Operations
(Printed name and title)

Subscribed and sworn to before me on this date: 12/01/25

Notary Public: Thomas
My Commission Expires: 01/17/28

NOTARY PUBLIC
Exp. 1/17/2028
Sean Thomas
Hancock County
Comm # 410476
STATE OF MISSISSIPPI

(1733912932)

Item No.7.

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # GSA2000085

PROJECT: *(Name and address)*
Diamondhead Paving 2025

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

CONTRACT DATED:

TO OWNER: *(Name and address)*
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

, SURETY,

on bond of
(Insert name and address of Contractor)
Gulf Pride Paving, LLC
10210 Logan Cline Rd.
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 19th, 2025
(Insert in writing the month followed by the numeric date and year.)

The Gray Casualty & Surety Company
(Surety)

Kathleen B Scarborough
(Signature of authorized representative)

Attest: Karen Lundgren
(Seal):

Kathleen B. Scarborough, Attorney-in-Fact
(Printed name and title)

Item No.7.

09/19/2025 13:39 4702698014690

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA2000085 **Principal:** Gulf Pride Paving, LLC
Project: Diamondhead Paving 2025

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Troy P Wagener, Jim E. Brashier, Dewey Mason, Kathleen B. Scarborough, Susan Skrmetta, Patrick T. Mason, Lisa R. Butler, Joey Beattie, Christopher H. Boone, Sharon Tuten, Charlotte Ramsey, Kimberly B. Barhum, David R. Fortenberry, Debbie L. Dunaway, and Ryan Anderson of Gulfport, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of September, 2025.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of September, 2025.

Leigh Anne Henican

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance:	10/21/2025	Effective Date:	4/28/2025
Owner:	City of Diamondhead	Owner's Contract No.:	
Contractor:	SCI, LLC	Contractor's Project No.:	
Engineer:	Chiniche Engineering & Surveying	Engineer's Project No.:	17-057-00-11-2023
Project:	Coon Branch Drainage Improvements – Phase 1	Contract Name:	Coon Branch Drainage Improvements – Phase 1

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

Description: Quantities for bid items are being adjusted based on the construction that has been completed to date.

Attachments: Summary of quantity adjustments

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,259,468.20	Original Contract Times: Substantial Completion: 180 days Ready for Final Payment: 210 days
Increase from previously approved Change Orders No. 0 to No. 0 : $ N/A	Increase previously approved Change Orders No. 0 to No. 0 : Substantial Completion: N/A Ready for Final Payment: N/A
Contract Price prior to this Change Order: $ 1,268,843.20	Contract Times prior to this Change Order: Substantial Completion: 180 days Ready for Final Payment: 210 days
Increase of this Change Order: $ 6,252.71	Increase of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A
Contract Price incorporating this Change Order: $ 1,275,095.91	Contract Times with all approved Change Orders: Substantial Completion: 180 days Ready for Final Payment: 210 days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	Jason Chiniche, P.E.	By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Jason Chiniche, P.E.	Title		Title	President
Date:	10/6/2025	Date		Date	10-16-2025

Approved by Funding Agency (if applicable)

By: ______________________ Date:

Title: ______________________

City of Diamondhead
Coon Branch Drainage Improvements - Phase 1

SUMMARY OF QUANTITY ADJUSTMENTS

Item No.	Item Description	Original Contract				Current (as of 9/20/25)		Quantity Adjustment	Cost Increase/ Decrease	Adjusted	
		Quantity	Unit	Unit Price	Extension	Quantity	Extension			Quantity	Extension
01500 A	Mobilization	1	LS	$116,201.70	$116,201.70	0.54	$62,748.92	0	$0.00	1	$116,201.70
01510 A	Maintenance of Traffic	1	LS	$35,702.50	$35,702.50	0.286	$10,210.92	0	$0.00	1	$35,702.50
02000 A	Removal of Driveway – all types & thicknesses	425	SY	$14.40	$6,120.00	0	$0.00	0	$0.00	425	$6,120.00
02000 B	Removal of Roadway – all types & thicknesses	210	SY	$14.40	$3,024.00	41	$590.40	0	$0.00	210	$3,024.00
02000 C	Remove & Reinstall Mailboxes, Street Signs and Others	20	EA	$1,212.00	$24,240.00	3	$3,636.00	0	$0.00	20	$24,240.00
02000 D	Removal of Existing Fencing	400	LF	$18.00	$7,200.00	729	$13,122.00	345	$6,210.00	745	$13,410.00
02000 E	Removal of Existing Pipe	1000	LF	$18.00	$18,000.00	40	$720.00	0	$0.00	1000	$18,000.00
02020 A	Construction Entrance	1	LS	$5,691.80	$5,691.80	0	$0.00	-1	-$5,691.80	0	$0.00
02020 B	Silt Fence	1000	LF	$4.70	$4,700.00	5	$23.50	-900	-$4,230.00	100	$470.00
02020 C	Straw Wattles	1000	LF	$3.00	$3,000.00	0	$0.00	-535	-$1,605.00	465	$1,395.00
02100 A	Clearing & Grubbing	1000	SY	$4.50	$4,500.00	7195	$32,377.50	6195	$27,877.50	7195	$32,377.50
02600 A	24" RCP	270	LF	$106.10	$28,647.00	56	$5,941.60	0	$0.00	270	$28,647.00
02600 B	36" RCP	40	LF	$282.90	$11,316.00	104	$29,421.60	64	$18,105.60	104	$29,421.60
02600 C	22.5"x36" RCAP	40	LF	$180.00	$7,200.00	0	$0.00	0	$0.00	40	$7,200.00
02600 D	27"x44" RCAP	40	LF	$180.00	$7,200.00	0	$0.00	0	$0.00	40	$7,200.00
02600 E	15" HDPE	30	LF	$75.60	$2,268.00	0	$0.00	0	$0.00	30	$2,268.00
02600 F	18" HDPE	220	LF	$73.00	$16,060.00	0	$0.00	0	$0.00	220	$16,060.00
02600 G	24" HDPE	320	LF	$85.40	$27,328.00	0	$0.00	0	$0.00	320	$27,328.00
02600 H	36" HDPE	1530	LF	$117.00	$179,010.00	88	$10,296.00	0	$0.00	1530	$179,010.00
02600 I	24" Flared End Section	10	EA	$855.50	$8,555.00	1	$855.50	0	$0.00	10	$8,555.00
02600 J	36" Flared End Section	1	EA	$1,461.60	$1,461.60	1	$1,461.60	0	$0.00	1	$1,461.60
02600 K	22.5"x36" Flared End Section	2	EA	$1,207.20	$2,414.40	0	$0.00	0	$0.00	2	$2,414.40
02600 L	27"x44" Flared End Section	1	EA	$1,597.90	$1,597.90	0	$0.00	0	$0.00	1	$1,597.90
02600 M	Storm Drain Inlet	7	EA	$3,750.00	$26,250.00	3	$11,250.00	0	$0.00	7	$26,250.00
02600 N	Beehive Catch Basin	23	EA	$3,750.00	$86,250.00	0	$0.00	0	$0.00	23	$86,250.00
02600 O	Driveway Straight Headwall	36	EA	$2,500.00	$90,000.00	0	$0.00	0	$0.00	36	$90,000.00
02600 P	Concrete Headwall	1	EA	$6,250.00	$6,250.00	1	$6,250.00	1	$6,250.00	2	$12,500.00
02600 Q	Utility Adjustment	30	EA	$5,303.60	$159,108.00	3	$15,910.80	-18	-$95,464.80	12	$63,643.20
02600 R	31"x51" RCAP	60	LF	$263.60	$15,816.00	0	$0.00	0	$0.00	60	$15,816.00
02600 S	42" RCP	50	LF	$245.40	$12,270.00	0	$0.00	0	$0.00	50	$12,270.00
02600 T	42" Flared End Section	1	EA	$2,976.80	$2,976.80	0	$0.00	0	$0.00	1	$2,976.80
02600 U	Conflict Box	2	EA	$11,444.50	$22,889.00	0	$0.00	-1	-$11,444.50	1	$11,444.50
02630 B	Grade Swale	1530	LF	$54.10	$82,773.00	0	$0.00	0	$0.00	1530	$82,773.00
02630 C	Grade Outfall Ditch	250	LF	$66.20	$16,550.00	248	$16,417.60	-2	-$132.40	248	$16,417.60
02710 A	Asphalt Pavement Repair	50	TON	$362.50	$18,125.00	0	$0.00	0	$0.00	50	$18,125.00
02710 B	Base Repair	50	CY	$142.20	$7,110.00	7	$995.40	0	$0.00	50	$7,110.00
02730 A	Select Backfill	500	CY	$29.80	$14,900.00	99	$2,950.20	0	$0.00	500	$14,900.00

City of Diamondhead
Coon Branch Drainage Improvements - Phase 1

SUMMARY OF QUANTITY ADJUSTMENTS

		Original Contract				Current (as of 9/20/25)				Adjusted	
Item No.	Item Description	Quantity	Unit	Unit Price	Extension	Quantity	Extension	Quantity Adjustment	Cost Increase/ Decrease	Quantity	Extension
02730 B	Concrete Driveway	405	SY	$112.50	$45,562.50	0	$0.00	0	$0.00	405	$45,562.50
02730 C	Gravel Driveway	20	SY	$78.50	$1,570.00	0	$0.00	0	$0.00	20	$1,570.00
02750 A	100-lb Riprap	500	TON	$129.30	$64,650.00	0	$0.00	0	$0.00	500	$64,650.00
02750 B	200-lb Riprap	200	TON	$129.30	$25,860.00	629.85	$81,439.61	429.85	$55,579.61	630	$81,439.61
02800 A	4' Wood Fence	20	LF	$31.30	$626.00	0	$0.00	0	$0.00	20	$626.00
02800 B	6' Wood Fence	380	LF	$31.30	$11,894.00	0	$0.00	345	$10,798.50	725	$22,692.50
02900 A	Placement of Sod	2000	SY	$12.10	$24,200.00	0	$0.00	0	$0.00	2000	$24,200.00
02900 B	Placement of Seed	250	SY	$9.60	$2,400.00	0	$0.00	0	$0.00	250	$2,400.00
				TOTAL	***$1,259,468.20***	–	***$306,619.14***	–	***$6,252.71***	–	***$1,265,720.91***
CHANGE ORDERS											
CO#1	Change Order #1	1	LS	$9,375.00	$9,375.00	1	$9,375.00	0	$0.00	1	$9,375.00
				TOTAL	***$9,375.00***	–	***$9,375.00***	–	***$0.00***	–	***$9,375.00***
				TOTAL	***$1,268,843.20***	–	***$315,994.14***	–	***$6,252.71***	–	***$1,275,095.91***

Docket of Claims Register - Council

City of Diamondhead, MS

APPKT02461 - 10.21.25 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233237	AGJ						3,766.30
	10/21/2025	126273	IT - MONTHLY BILLING - OCTOBER 2025	001-140-605.00	Professional Fees - IT	27.00	
				001-140-605.00	Professional Fees - IT	376.00	
				001-140-605.00	Professional Fees - IT	66.00	
		MSP-126272	BACKUP	001-140-605.00	Professional Fees - IT	250.00	
				001-140-605.00	Professional Fees - IT	2,945.80	
				001-140-605.00	Professional Fees - IT	101.50	
DKT233238	Amazon com LLC						2,255.13
	10/21/2025	1MN6-PYHY-XRL6	FALL FESTIVAL PRIZES AND BLDG CHAIR	001-140-650.00	Promotions	13.27	
				001-140-650.00	Promotions	27.98	
				001-280-501.00	Office Supplies	199.99	
				001-140-650.00	Promotions	11.87	
				001-140-650.00	Promotions	23.78	
				001-140-505.00	FF&E Non-Capitalized	478.28	
				001-140-505.00	FF&E Non-Capitalized	1,499.96	
DKT233239	Axon Enterprises Inc						7,343.92
	10/21/2025	INUS387698	TASER 7 CERTIFICATION BUNDLE	001-200-918.00	Capital Outlay - Officer's Equipment	7,343.92	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233240	Coast Electric Power Association						21,248.77
	09/30/2025	10/1/25-001	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	7,375.97	
		10/1/25-002		001-301-630.00	Utilities - Streetlights & Other	2,037.93	
		9/25/25-028		001-301-630.00	Utilities - Streetlights & Other	140.08	
		9/26/25-003		001-140-630.00	Utilities - General	2,466.39	
				001-301-630.00	Utilities - Streetlights & Other	2,116.18	
		9/26/25-005		001-301-630.00	Utilities - Streetlights & Other	55.90	
		9/26/25-007		001-301-630.00	Utilities - Streetlights & Other	60.76	
		9/26/25-010		001-140-630.00	Utilities - General	75.33	
		9/26/25-012		001-140-630.00	Utilities - General	61.41	
		9/26/25-016		001-301-630.00	Utilities - Streetlights & Other	55.90	
		9/26/25-017		001-301-630.00	Utilities - Streetlights & Other	245.92	
		9/26/25-018		001-301-630.00	Utilities - Streetlights & Other	69.82	
		9/26/25-019		001-301-630.00	Utilities - Streetlights & Other	55.90	
		9/26/25-020		001-301-630.00	Utilities - Streetlights & Other	1,330.14	
		9/26/25-025		001-301-630.00	Utilities - Streetlights & Other	48.05	
		9/26/25-026		001-301-630.00	Utilities - Streetlights & Other	61.60	
		9/26/25-030		001-301-630.00	Utilities - Streetlights & Other	63.18	
		9/29/25-029		001-301-630.00	Utilities - Streetlights & Other	4,928.31	
DKT233241	Covington Civil and Environmental LLC						19,460.00
	09/30/2025	16175.08214	EAST ALOHA SIDEWALKS	157-653-602.00	Professional Fees - Engineering -E Aloha Impr Ph2	6,020.00	
		16175.08215	WEST ALOHA ROADWAY IMPROVEMENTS	118-000-602.00	Prof Fees Engineering -W. Aloha Street & Sidewalks	13,440.00	
DKT233242	EMILY CARTER						500.00
	10/21/2025	10/14/25	CASH BOND REFUND	650-110-110.00	Court Bond Holding	500.00	
DKT233243	Fuelman						1,716.29
	10/21/2025	NP69266837	FOR THE WEEK ENDING 10.21.25	001-200-525.00	Fuel	785.97	
				001-280-525.00	Fuel	31.64	
		NP69299339	FOR THE WEEK ENDING 10.12.25	001-200-525.00	Fuel	814.88	
				001-280-525.00	Fuel	83.80	
DKT233244	George Blair Attorney						1,000.00
	09/30/2025	SEPTEMBER 2025	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233245	GULF COPY SYSTEMS LLC						246.16
	09/30/2025	6733	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance	12.54	
				001-110-506.00	Copier Usage/Maintenance	77.36	
				001-140-506.00	Copier Usage/Maintenance	16.49	
				001-140-506.00	Copier Usage/Maintenance	110.60	
				001-200-506.00	Copier Usage/Maintenance	2.25	
				001-200-506.00	Copier Usage/Maintenance	23.44	
				001-301-506.00	Copier Usage/Maintenance	1.48	
				001-301-506.00	Copier Usage/Maintenance	2.00	
DKT233246	GULF PRIDE PAVING LLC						102,087.85
	09/30/2025	3	DIAMONDHEAD PAVING PROJECT 2025	302-301-912.00	Capital Outlay - Paving	10,740.80	
				302-301-912.00	Capital Outlay - Paving	91,347.05	
DKT233247	Hancock County Sheriffs Office						720.00
	09/30/2025	2025.DHHO.04	INMATE HOUSING FOR SEPTEMBER 2025	001-200-689.00	Prisoner's Expense	720.00	
DKT233248	Hancock County Solid Waste						67,807.60
	09/30/2025	1461	SEPTEMBER RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	67,807.60	
DKT233249	King Waste Services LLC						1,135.00
	09/30/2025	I8142	PADDLE PARADISE PORTOLETS	001-653-650.00	Promotions	200.00	
	10/21/2025	I8404	CTC 2025 PORTOLETS	001-653-650.00	Promotions	935.00	
DKT233250	MAYLEY'S PEST CONTROL						240.00
	10/21/2025	134683	PEST CONTROL SERVICES	001-140-634.00	Pest Control	115.00	
		134684		001-140-634.00	Pest Control	125.00	
DKT233251	Mow Life LLC						163.00
	09/30/2025	21207	FA798 WEEDEATER REPAIR	001-301-635.00	Professional Fees - R&M Outside Services	163.00	
DKT233252	MS Department of Public Safety						81.44
	09/30/2025	SEPTEMBER 2025	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	81.44	
DKT233253	MS Department of Revenue Gulf Coast District						230.00
	10/21/2025	BBQ - 2025	BBQ AND BREWS - CODH BEER PERMIT	001-653-650.00	Promotions	10.00	
		CTC 2025	CTC EVENT TAXES DUE - 2025	650-000-145.00	Special Events Taxes Due	220.00	
DKT233254	MS Municipal Court Clerk Association						100.00
	10/21/2025	2026	2026 ANNUAL COURT CLERK DUES	001-110-623.00	Membership Dues/Fees	100.00	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233255	State Treasurer						1,625.56
	09/30/2025	SEPTEMBER 2025	COURT ASSESSMENT/FINE FOR SEPTEMBER	650-110-131.00	State Assessments Payable	1,595.56	
				650-110-131.01	Court Bond Fees Payable	30.00	
DKT233256	STUMP N GRIND LLC						11,850.00
	10/21/2025	1195	TREE REMOVALS	001-301-681.00	Other Services & Charges	3,150.00	
		1196	TREE REMOVALS - KAHANA / ANELA	001-301-681.00	Other Services & Charges	3,800.00	
		1197		001-301-681.00	Other Services & Charges	4,900.00	
DKT233257	THE SEA COAST ECHO						1,188.62
	09/30/2025	08251236	ENGINEERING SERVICE SCOPE	001-140-620.00	Advertising	142.48	
		08251291	BUILDING DEPARTMENT ADS	001-280-620.00	Advertising	886.50	
		88457	BIDS - CANAL DREDGING, SOLID WASTE	001-140-620.00	Advertising	159.64	
DKT233258	ThyssenKrupp Elevator Corporation						990.53
	10/21/2025	3008911089	MAINTENANCE CONTRACT FOR 2025 - QUARTER 4	001-140-681.00	Other Services & Charges	990.53	
DKT233259	TIFFANY COWMAN						40.00
	09/30/2025	SEPTEMBER 2025	TAX SALE REDEMPTIONS FOR SEPTEMBER	001-140-694.00	Collection Fees	40.00	
DKT233260	Tyler Technologies						1,088.20
	10/21/2025	025-525119	ANNUAL FEES - HARDWARE & MUNICIPAL JUDGE	001-280-605.00	Professional Fees - IT	870.29	
				001-140-605.00	Professional Fees - IT	217.91	
DKT233261	UniFirst Corporation						361.51
	10/21/2025	1530254593	UNIFORM RENTAL FOR THE WEEK ENDING 10.13.25	001-301-535.00	Uniforms	361.51	
DKT233262	US BANK NATIONAL ASSOCIATION						1,293.39
	10/21/2025	10/4/25	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	129.00	
		10/8/25	CTC VOLUNTEER LUNCH	001-653-650.00	Promotions	154.88	
	09/30/2025	9/21/25	RECEIPT BOOKS - 9504-11504	001-140-621.00	Printing & Binding	1,009.51	
DKT233263	WageWorks						100.00
	09/30/2025	0925-DR42799	COBRA PAYMENT FOR	001-140-625.00	Insurance	100.00	
DKT233264	Warran Automotive, Inc						6,584.00
	10/21/2025	30405	FA#358 REPAIRS - TRANSMISSION	001-301-635.00	Professional Fees - R&M Outside Services	6,584.00	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233265	WESLEY SANDERFORD						300.00
	10/21/2025	10/16/25	OPEN JAM BAND SERVICES	001-653-650.00	Promotions	300.00	

Total Claims: 29 Total Payment Amount: 255,523.27

City of Diamondhead, MS

Docket of Claims Register -

Item No.10.

APPKT02449 - 9.16.25 SHIERS

By Docket/Claim Number

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233169	Simpson Law Firm						90.72
	09/17/2025	INV0007158	Garnishment	650-140-106.00	Garnishment Withheld	90.72	

Total Claims: 1 **Total Payment Amount: 90.72**

City of Diamondhead, MS

Docket of Claims Register - Council

APPKT02456 - September 2025 Payroll Payables

By Docket/Claim Number

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233223	American Fidelity						1,081.82
	09/03/2025	INV0007114	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85	
		INV0007115	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	64.52	
		INV0007116	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	40.25	
		INV0007117	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	44.85	
		INV0007118	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	304.04	
		INV0007119	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld	18.55	
		INV0007120	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld	30.85	
	09/17/2025	INV0007142	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85	
		INV0007143	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	64.52	
		INV0007144	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	40.25	
		INV0007145	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	44.85	
		INV0007146	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	304.04	
		INV0007147	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld	18.55	
		INV0007148	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld	30.85	
DKT233224	Blue Cross Blue Shield of MS						9,301.35
	09/03/2025	INV0007134	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	4,650.75	
	09/17/2025	INV0007162		650-140-112.00	BCBS Withheld/Payable	4,650.60	
DKT233225	Colonial Life						185.04
	09/03/2025	INV0007121	EE PREMIUM	650-140-113.00	Colonial Withheld	19.88	
		INV0007122	Critical Illness	650-140-113.00	Colonial Withheld	3.81	
		INV0007123	EE Premium	650-140-113.00	Colonial Withheld	10.95	
		INV0007124	EE PREMIUM	650-140-113.00	Colonial Withheld	12.30	
		INV0007125		650-140-113.00	Colonial Withheld	12.80	
		INV0007126		650-140-113.00	Colonial Withheld	32.78	
	09/17/2025	INV0007149		650-140-113.00	Colonial Withheld	19.88	
		INV0007150	Critical Illness	650-140-113.00	Colonial Withheld	3.81	
		INV0007151	EE Premium	650-140-113.00	Colonial Withheld	10.95	
		INV0007152	EE PREMIUM	650-140-113.00	Colonial Withheld	12.30	
		INV0007153		650-140-113.00	Colonial Withheld	12.80	
		INV0007154		650-140-113.00	Colonial Withheld	32.78	

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233226	Guardian						1,066.89
	09/03/2025	INV0007128	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	2.65	
		INV0007131	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	344.04	
		INV0007132	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	111.09	
		INV0007133	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	75.73	
	09/17/2025	INV0007156	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	2.64	
		INV0007159	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	343.94	
		INV0007160	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	105.80	
				650-140-113.01	Guardian Withheld/Payable	5.29	
		INV0007161	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	75.71	
DKT233227	Internal Revenue Service						18,866.23
	09/02/2025	INV0007111	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	413.30	
		INV0007112		650-140-122.01	Medicare Withheld/Payable	96.66	
		INV0007113		650-140-123.00	Federal Withholding Tax	20.00	
	09/03/2025	INV0007138		650-140-122.00	Social Security Withheld/Payable	5,271.28	
		INV0007139		650-140-122.01	Medicare Withheld/Payable	1,232.78	
		INV0007140		650-140-123.00	Federal Withholding Tax	2,719.50	
	09/17/2025	INV0007166		650-140-122.00	Social Security Withheld/Payable	5,186.50	
		INV0007167		650-140-122.01	Medicare Withheld/Payable	1,212.98	
		INV0007168		650-140-123.00	Federal Withholding Tax	2,713.23	
DKT233228	Morgan White Group						1,318.53
	09/03/2025	INV0007135	Morgan White	650-140-112.01	Morgan White Payable	659.34	
	09/17/2025	INV0007163		650-140-112.01	Morgan White Payable	659.19	
DKT233229	MS Department of Revenue Payroll						2,122.00
	09/02/2025	INV0007110	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax	30.00	
	09/03/2025	INV0007137		650-140-134.00	State Withholding Tax	1,052.00	
	09/17/2025	INV0007165		650-140-134.00	State Withholding Tax	1,040.00	
DKT233231	Simpson Law Firm						90.72
	10/01/2025	INV0007190	Garnishment	650-140-106.00	Garnishment Withheld	90.72	
DKT233232	Systematized Benefits and Administrators Inc						9,898.52
	09/03/2025	INV0007127	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable	4,949.26	
	09/17/2025	INV0007155		650-140-110.00	Deferred Compensation Withheld/Payable	4,949.26	
DKT233233	Texas Life						86.45
	09/03/2025	INV0007136	Texas Life	650-140-113.05	Texas Life Withheld	43.23	
	09/17/2025	INV0007164		650-140-113.05	Texas Life Withheld	43.22	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233234	TX Child Support State Disbursement Unit						287.10
	09/03/2025	INV0007129	Garnishment	650-140-106.00	Garnishment Withheld	143.55	
	09/17/2025	INV0007157		650-140-106.00	Garnishment Withheld	143.55	

Total Claims: 11 Total Payment Amount: 44,304.65

PR Net Wages	Payroll Pd	Seq No.	Docket #	Description	Paymt Date	Amount	Agenda
PYPKT01631	8/25-9/7/2025	000251	**PRCLAIM000251**	Net Wages Payable	9/17/2025	**28,114.80**	**10/21/2025**
PYPKT01637	9/8-9/21/2025	000252	**PRCLAIM000252**	Net Wages Payable	10/1/2025	**28,104.65**	**10/21/2025**
PYPKT01638	9/1-9/30/2025	000253	**PRCLAIM000253**	Net Wages Payable	10/1/2025	**3,028.37**	**10/21/2025**

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

Fax: (228) 222-4390

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

To: **DIAMONDHEAD CITY MANAGER**

Stats for the MONTH of SEPTEMBER 2025

Total number of violations written: 65 violations
Violation of City Animal Ordinance: 0 violation
Cruelty of Animals: 0
DUI Arrests: 1
Leash Law Violation: 0

Total fines and fees collected: $3,736.80
State portion of the fees collected: $1,625.56
Wireless Communication Fund: $71.44
Crime Stopper Fund: $10.00
The remaining balance the City of Diamondhead receives: $2,029.80

Total Inmates held and billed for jail housing: 4 Inmates
(Housing cost rate of $20 per day per inmate)
9 Inmates ---total of 36 days = $720.00

Diamondhead Monthly Statistics

September-25

Animal Problem / Complaints	10
Drug Law Violation	1
Fire Structure / Vehicle	2
Fireworks	0
Funeral Escort	0
Littering/Dumping/Haz-Mat Spill	4
Medical Emergency	4
Missing/Runaway	1
Parking Violation	10
Prostitution	0
Public Drunk	0
Shots Fired	1
Suicide	0
Suicide / Threat / Attempt	0
Suspicious / Person / Vehicle	43
Welfare Concern	20
TOTAL PUBLIC HEALTH & SAFETY	**96**
Animal Bite	0
Assault By Threat	0
Assault	0
Child Abuse / Neglect	0
Domestic Violence	1
Harrassment	2
Harassing Phone Call	1
Robbery – Armed	0
Sexual Abuse / Molestation	0
Stalking	0
TOTAL CRIMES AGAINST PERSON	**4**
Attempted Burglary	0
Burglary – Residence	1
Burglary – Vehicle	0
Counterfeit Money	0
Damage – Property	6
Embezzlement	0
Forgery / Bad Check/Fraud	1
Malicious Mischief	2
Recovered Stolen Property	0
Recovered Stolen Vehicle	0
Shoplifting	0
Stolen Vehicle	0
Theft (Grand)	0
Theft (Petit)	1
Trespassing	0
Unauthorized Use / Vehicle	0
TOTAL PROPERTY CRIME	**11**

Civil Disputes / Escorts / Process	11
Complaint / See An Officer	38
Death	3
Disturbance	13
False Alarms- Residential/ Business/ 911	9
Follow ups/ citizen call requests	884
Juvenile Problem	8
Lost/Found Item	2
Miscellaneous	7
TOTAL MISCELLANEOUS CALLS	**975**
Accident – Private Property	3
Accident – Public Roadway	13
Accident - Hit & Run	3
Accident - Fatality	0
TOTAL ACCIDENTS/COLLISIONS	**19**
Assist Motorist	6
Traffic Stop	140
TOTAL TRAFFIC CALLS	**146**
Total Calls for Service	**1251**
Traffic Citation (Adults)	**62**
Traffic Citation (Minors)	**7**
Warrant Arrests	2
Drunk Driver (DUI) Arrests	1
Traffic Arrests	0
Domestic Assault Arrests	1
Other Arrests	0
Total Arrests	**4**
Significant Events	

Darryl Russell
Captain

Item No.a.

City of Diamondhead
Code Enforcement
Monthly Report

September 2025

Code Violations	Total	Closed	Open
Abandoned Vehicles	1	0	1
Accessory Structure	0	0	0
ATV	0	0	0
Boat & Jet-Ski	3	2	1
Care of Premises	10	5	5
High Grass	6	2	4
Signs	5	5	0
RV & Campers	3	2	1
Trailers	17	12	5
Trees & Lot Clearing	0	0	0
21-19-11	2	2	0
Permits	6	6	0
Miscellaneous	6	6	0
Citations	0	0	0
Cumulative Totals	59	42	17

Item No.a.

PROJECT #	DESCRIPTION	STATUS	PROPERTY	GEN CONTRACTOR
202500077	SINGLE FAMILY RESIDENTIAL	OPEN	1420 HANAKEALOHA PL	T A DUFFY -T A DUFFY BUILDERS LLC

SEGMENT / PHASE	TASK	INSPECTOR	STATUS	DATE	TIME	RESULTS
SINGLE FAMILY RESIDENTIAL						
PROGRESS	INSPECTION	tsimmons	CLOSED	9/05/2025	11:19AM	APPROVED/CONTINUE

PROJECT #	DESCRIPTION	STATUS	PROPERTY	GEN CONTRACTOR
202500505	SINGLE FAMILY RESIDENTIAL	OPEN	1333 KAUMAKAPILI ST	THORNEHILL-THORNHILL CONSTRUCTION LLC

SEGMENT / PHASE	TASK	INSPECTOR	STATUS	DATE	TIME	RESULTS
SINGLE FAMILY RESIDENTIAL						
FOOTINGS/COLUMNS HOLES	INSPECTION	tsimmons	CLOSED	9/02/2025	11:09AM	APPROVED
CONCRET SLAB FOUNDATION	INSPECTION	tsimmons	CLOSED	9/15/2025	1:13PM	APPROVED

PROJECT #	DESCRIPTION	STATUS	PROPERTY	GEN CONTRACTOR
202500418	RESIDENTIAL ACCESSORY	COMPLETED	6521 ALAKOKO DR	TUFF SHED -TUFF SHED INC

SEGMENT / PHASE	TASK	INSPECTOR	STATUS	DATE	TIME	RESULTS
RESIDENTIAL ACCESSORY						
SITE FINAL	INSPECTION	tsimmons	CLOSED	9/10/2025	4:21PM	APPROVED
HIGH WIND CONNECTORS	INSPECTION	tsimmons	CLOSED	9/10/2025	4:20PM	APPROVED
BUILDING FINAL	INSPECTION	tsimmons	CLOSED	9/10/2025	4:21PM	APPROVED

TOTAL ACTIONS PRINTED: 531

TOTAL PROJECTS PRINTED: 206

Sept - 2025

Inspections

PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project
PROJECT TYPE: All CONTRACTOR CLASS: All - All Contra Item No.a. sse
CONTRACTORS: All
APPLIED DATES: 0/00/0000 THRU 99/99/9999 EXPIRE DATES: 0/00/0000 THRU 99/99/
STATUS INCLUDED: All ISSUED DATES: 9/01/2025 THRU 9/30/

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	5	2,780.00
B02-ADD - RESIDENTIAL ADDITION	3	0.00
B04-ACC - RESIDENTIAL ACCESSORY	1	0.00
B05-REP - RESIDENTIAL REPAIR	20	129.00
CULVERT - CULVERT	2	300.00
ELEC-RES - RESIDENTIAL ELECTRICAL	4	50.00
FENCE-RES - RESIDENTIAL FENCE	10	0.00
FLAT-RES - RESIDENTIAL FLATWORK	3	24.00
GAS-RES - RESIDENTIAL GAS	1	50.00
MECH-RES - RESIDENTIAL MECHANICAL	4	0.00
POOL-RES - RESIDENTIAL POOL	3	0.00
PZ-01 - DEVELOPMENT	1	0.00
PZ-06 - VARIANCE	1	0.00
PZ-09 - TEXT AMENDMENT	4	0.00
TREE - TREE REMOVAL	4	25.00
*** TOTALS ***	66	3,358.00

Project Report
Sept -2025

LICENSES: ALL SORTED BY: LICENSE NUMBER
LICENSE CODES: Include: PRIV-SERV , PRIV-MFG, PRIV-RET
CLASSES: All
STATUS: ACTIVE
CITY LIMITS: INSIDE, OUTSIDE

EFFECTIVE DATES: 9/01/2025 TO 9/30/
EXPIRATION DATES: 0/00/000 9/
COMMENT: LE
PAY STATUS:

Item No.a.

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
01927 9/17/25-10/01/26	PRIV-SERV	SEABREEZE LOCK AND KEY 3 WOODCOCK CIRCLE	ACTIVE	PRIV PROF-SVC	9/17/2025	9/17/2025

REPORT TOTALS: 1 LICENSES

Privilege License
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