



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, July 18, 2023
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held August 1, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Starr Chapman - Attorney General's Office

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the July 5, 2023 Regular Meeting Minutes.
2. Motion to approve the July 5, 2023 Recess Meeting Minutes.

Resolutions:

3. **2023-281:** Motion to adopt Resolution 2023-029 thereby authorizing an application to the Mississippi Development Authority for a FY24 Gulf Coast Restoration Fund Grant in the amount of \$2,500,000 (80% or \$2,000,000 GCRF share and 20% or \$500,000 local match funding) for the Commercial District Transformation Project, more specifically Gex Road and Park Ten Drive and Gex Road to the Town Center and for other related purposes.
4. **2023-282:** Motion to adopt Resolution 2023-030 thereby authorizing the City Manager to make application to Mississippi Department of Marine Resources for FY24 GOMESA funding in the amount of \$2,000,000 for Phase 1 Bank Stabilization Project and for other related purposes.

Consent Agenda:

- [5.](#) **2023-272:** Motion to approve payments to Pickering in the amount of \$1,485.00 for Lily Pond Dredging, in the amount of \$1,350.00 for Diamondhead Dr. East Retention Pond Dredging and in the amount of \$3,282.50 for Ahuli Drainage Improvements.
- [6.](#) **2023-273:** Motion to approve the amended and restated Grant Agreements with Mississippi Development Authority for Gulf Coast Restoration Fund Program for FY20, FY21 and FY22.
- [7.](#) **2023-276:** Motion to approve participation in the U.S. Army Career Skills Program and authorize the City Manager to execute the agreement for same.
- [8.](#) **2023-277:** Motion to authorize the City Clerk to provide notice of a Public Hearing to be held August 15, 2023 at 6:00 p.m. in Council Chambers for redistricting election wards.
- [9.](#) **2023-278:** Motion to authorize Master Service Agreement Work Assignments for Drainage Design with MP Design Group for WA9-Diamondhead Drive East near Aukai Place in the amount of \$9,000.00, WA10-Hilo Way at Koko Street in the amount of \$9,000.00, WA11-Hilo Way to Hapuna Place in the amount of \$9,000.00 and WA12-Hilo Way West in the amount of \$9,000.00. (ARPA)
- [10.](#) **2023-280:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$837.50 for Canal Dredging, in the amount of \$1,092.50 for GIS in the amount of \$2,570.00 for Noma Drive Improvements and in the amount of \$1,558.00 for Montjoy Creek.
- [11.](#) **2023-279:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$24,000.00 for Bank Stabilization Project.
- [12.](#) **2023-283:** Motion to approve payments to Digital Engineering in the amount of \$7,018.75 for Bond Paving Project and in the amount of \$1,621.25 for Beaux Vue Ph 2 Drainage Improvements.
- [13.](#) **2023-284:** Motion to approve Pay Application Four(4) to JLB Contractors, Inc. in the amount of \$167,840.61 for Diamondhead Drive East and Lily Pond Dredging.
- [14.](#) **2023-285:** Motion to authorize Master Service Agreement Work Assignments for Drainage Design with Covington Civil & Environmental for WA3-Kaleki Way Drainage Project in the amount of \$71,500.00, in the amount of WA4-Kalae Drainage Project the amount of \$19,500.00, and WA5-Turnberry Drainage Project in the amount of \$51,500.00. (ARPA)
- [15.](#) **2023-286:** Motion to approve the contract modification form for the Mississippi Gulf Coast Restoration Fund Program for FY20, FY21 and FY23.
- [16.](#) **2023-287:** Motion to authorize the City Manager to request the MS Department of Marine Resources reallocate remaining FY22 Tidelands funds in the amount of \$800,000.00 to the FY23 Tidelands Project.

Action Agenda.

- [17.](#) **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
- [18.](#) **2023-275:** Motion to accept the form of the FY24 Budget, set the public hearing for August 15, 2023 at 6:00 p.m. and approve the advertisement providing public notice of same.

Routine Agenda.

Claims Payable

- [19.](#) Motion to approve Payroll Payables Claims PRCLAIM10164 in the amount of \$1,523.58, PRCLAIM01376 in the amount of \$28,867.27, PRCLAIM010166 in the amount of \$30,210.06 and DKT230867 thru DKT230876 in the amount of \$56,521.25.
- [20.](#) Motion to approve Docket of Claims (DKT230877-DKT230916) in the amount of \$884,460.35.

Department Reports

- [a.](#) Department Reports
 - Building
 - Court
 - Police

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Wednesday, July 05, 2023
6:00 PM CST
Council Chambers, City Hall

Call to Order.

Mayor Depreo called the meeting to order at 6:05 p.m.

Invocation - Councilmember Maher

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to adjust the agenda adding the following items:

9. Motion to approve Docket of Claims DKT230866 in the amount of \$447.00.
10. Motion to direct the City Manager to work with the City Engineer to explore options and probable costs for a dog park to be located at Noma Drive and to provide the Council with a project update including construction timeline at the July 18th meeting.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held July 18, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Swearing in of Diamondhead Police Chief, Darryl Russell Jr.
- c. Kenneth Yarrow with Gulf Regional Planning Commission-Redistricting.

City Manager's Report.

1. Lily Pond and I-10 Pond – The city completed a punch-list walkthrough with the engineer and the contractor last week on the I-10 Pond. Closeout documents will be prepared, and the project is complete.
2. Park Ten Road – The city had to issue an addendum to this project. This moved the due date for bids. The revised date for bids being due is July 7th. A recommendation will be provided at the next council meeting.
3. Phase 4 paving – The paving project is currently demobilized. A culvert project is being completed in the area. Once done, the paving project can be finished. The contact end date of July 31st.
4. Diamondhead Drive Paving – Bids are due July 18th. A recommendation will be on the August council meeting to award.
5. Noma Drive Boat Launch – Phase 1a has been awarded. The construction documents are being completed and a work schedule should be provided soon.
6. Makiki Drive – The city engineer is developing the specifications to complete the project. They expect to have the drawings available for approval on the next agenda.
7. Stormwater Projects – The state ARPA matching funds grant agreements have been sent back to that state for approval. Once we receive them back, engineer task orders will be placed on the agenda for approval.

Public Comments on Agenda Items.

Penny Crawford spoke in favor of the FY25 Tidelands Grant for the Lily Pond Public Access Improvements.

Policy Agenda.

Minutes:

1. Motion to approve the June 20, 2023 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve the June 20, 2023 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

2. Motion to approve the June 20, 2023 Recess Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve the June 20, 2023 Recess Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Resolutions:

3. **2023-267:** Motion adopt Resolution 2023-026 to acquire by donation certain real property from the Diamondhead Country Club and Property Owners Association, Inc. for drainage and greenspace purposes.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to adopt Resolution 2023-026 to acquire by donation certain real property from the Diamondhead Country Club and Property Owners Association, Inc. for drainage and greenspace purposes.

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

MOTION CARRIED UNANIMOUSLY

4. **2023-270:** Motion to adopt Resolution **2023-027** to approve a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text amendment will make the following change to the Fence Ordinance Article 9.8 - General Requirements and Restrictions, Article 9.8.c, add "If fences, landscaping material, and other appurtenances installed by the property owner in the easement must be removed by the city to service the drainage system, the cost of removal and/or replacement shall be the responsibility of the property owner." to the end of the paragraph. The Case file Number is 202300274.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to adopt Resolution **2023-027** to approve a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text amendment will make the following change to the Fence Ordinance Article 9.8 - General Requirements and Restrictions, Article 9.8.c, add "If fences, landscaping material, and other appurtenances installed by the property owner in the easement must be removed by the city to service the drainage system, the cost of removal and/or replacement shall be the responsibility of the property owner." to the end of the paragraph. The Case file Number is 202300274.

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

MOTION CARRIED UNANIMOUSLY

5. **2023-271:** Motion to adopt Resolution 2023-028 authorize application to the MS Department of Marine Resources FY25 Tidelands Fund in the amount of \$500,000 for Lily Pond Public Access Improvements.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to adopt Resolution 2023-028 authorize application to the MS Department of Marine Resources FY25 Tidelands Fund in the amount of \$500,000 for Lily Pond Public Access Improvements.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

6. **2023-268:** Motion to authorize planning and zoning to update Ordinance 10.4 - PERMITTED SIGN TYPES ESTABLISHED, 10.4.10 Windows Signs.

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to authorize planning and zoning to update Ordinance 10.4 - PERMITTED SIGN TYPES ESTABLISHED, 10.4.10 Windows Signs.

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

MOTION CARRIED UNANIMOUSLY

7. **2023-269:** Motion to confirm the plan for the Twin Lakes Fishing Pier, Walking Trail, and the Dog Park and to direct the engineer to provide a cost estimate to enable the council to identify and approve funds for same prior to advertisement.

Motion made by Ward 4 Clark, Seconded by Mayor Depreo to discuss the plan for the Twin Lakes Fishing Pier, Walking Trail, and the Dog Park and to direct the engineer to provide a cost estimate to enable the council to identify and approve funds for same prior to advertisement.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to authorize engineer to update plans to match the two cost estimates. The dog park date was March 6, 2023. Total cost was \$101,926, entry building as an alternate bid reducing 35,000. Change 5ft tall architectural fence to 5ft powder coated chain link fence and the Twin Lakes and Fishing Pier part which is 229,130, make sure that he did reduce the walking trail from 8ft to 6ft dated April 27, 2023.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

8. Motion to approve Docket of Claims DKT230839-DKT230865 in the amount of \$54,682.86.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve Docket of Claims DKT230839-DKT230865 in the amount of \$54,682.86.

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

MOTION CARRIED UNANIMOUSLY

9. Motion to approve Docket of Claims DKT230866 in the amount of \$447.00.

Motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to approve Docket of Claims DKT230866 in the amount of \$447.00.

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

MOTION CARRIED UNANIMOUSLY

10. Motion to direct the City Manager to work with the City Engineer to explore options and probable costs for a dog park to be located at Noma Drive and to provide the Council with a project update including construction timeline at the July 18th meeting.

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to direct the City Manager to work with the City Engineer to explore options and probable costs for a dog park to be located at Noma Drive and to provide the Council with a project update including construction timeline at the July 18th meeting.

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

Penny Crawford – Golf Cart Safety Meeting and Fourth of July Celebration

Adjourn/Recess.

At 7:54 p.m. with no further business to come before the Council motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to adjourn the meeting.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk



MINUTES
RECESS MEETING OF THE CITY COUNCIL
Wednesday, July 05, 2023
5:00 PM CST
Council Chambers, City Hall

Call to Order.

Mayor Depreo called the meeting to order at 5:00 p.m.

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to confirm the agenda.

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

MOTION CARRIED UNANIMOUSLY

City Manager, Jon McCraw presented the proposed FY24 General Fund Budget for discussion with the Council.

Adjourn/Recess.

At 5:46 p.m. with no further business to come before the Council, motion made Ward 4 Clark, Seconded by Ward 1 Finley to adjourn the meeting.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

***A RESOLUTION OF THE CITY OF DIAMONDHEAD (HEREINAFTER REFERRED TO AS ("APPLICANT"))
AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY
FOR FY24 GULF COAST RESTORATION FUNDS FOR THE COMMERCIAL DISTRICT TRANSFORMATION
PROJECT, MORE SPECIFICALLY GEX ROAD AND PARK TEN DRIVE AND GEX ROAD TO THE TOWN
CENTER AREA, (HEREINAFTER REFERRED TO AS "PROJECT"), COMMITTING THE NECESSARY NON-
FEDERAL MATCHING FUNDS FOR SAID PROJECT, COMPLIANCE ASSURANCE OF THE CITY OF
DIAMONDHEAD (APPLICANT) AND FOR OTHER RELATED PURPOSES.***

WHEREAS, the City of Diamondhead (APPLICANT) is submitting application to the Mississippi Development Authority for FY24 Gulf Coast Restoration Fund funding for Gex Road and Park Ten Drive and Gex Road to the Town Center (project) in the amount of \$2,500,000 of which a federal share 80% or \$2,000,000 and,

WHEREAS, the commitment of local matching funds of at least twenty percent (20%) or \$500,000 (local share) is required for Gulf Coast Restoration Fund consideration; and,

WHEREAS, the City of Diamondhead further acknowledges that it will comply with all requirements and assurances established for Gulf Coast Restoration Fund projects; and,

NOW, THEREFORE BE IT RESOLVED, that City of Diamondhead, hereby authorizes its City Manager, Jon McCraw, to prepare, execute and file its the Gex Road and Park Ten Drive and Gex Road to the Town Center application to the Mississippi Development Authority for FY24 Gulf Coast Restoration Funding and, be it further

RESOLVED, the City of Diamondhead is committing local match funding of 20% or \$500,000 for funding its the the Gex Road and Park Ten Drive and Gex Road to the Town Center application; and, be it further

RESOLVED, the City of Diamondhead will comply with all requirements and assurances established for Gulf Coast Restoration Fund funded projects, and be it further

RESOLVED, that a signed copy of this resolution will be transmitted to the Mississippi Development Authority in conjunction with the filing of the project application for funding.

I, Nancy C. Depreo, Mayor (hereby certify that the foregoing resolution of City Council was duly and regularly introduced by Councilmember _____, seconded by Councilmember _____, and adopted at a regular meeting of the City Council of Diamondhead on the 18th day of July, 2023 by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Nancy C. Depreo, Mayor

Attest:

Jeannie Klein, City Clerk

seal

**RESOLUTION AUTHORIZING REQUEST TO THE DEPARTMENT OF MARINE
RESOURCES FOR FY24 GULF OF MEXICO ENERGY SECURITY ACT OF 2006 (GOMESA)
FUNDING TO BE UTILIZED FOR PHASE 1 BANK STABILIZATION.**

WHEREAS, the City of Diamondhead (the “City”) has identified a need for drainage infrastructure improvements; and

WHEREAS, the City is eligible to received funding under the Gulf of Mexico Energy Security Act of 2006, Public Law 109-431 (“GOMESA”) grant program, which has been established to aid in coastal protection, including conservation, coastal restoration and infrastructure directly affected by coastal wetland losses; and

WHEREAS, the Mississippi Department of Marine Resources (the “MDMR”) serves as the administrator of the GOMESA grant program, has informed the City of funding opportunities; and

WHEREAS, it is in the best interest of the City to request FY24 GOMESA funding in the amount of \$2,000,000 for drainage infrastructure improvements and to improve detention facilities for future watershed events; and

WHEREAS, the City, if awarded FY24 GOMESA Funding for its Phase 1 Bank Stabilization Project, would be required to provide \$0 match funding.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF
THE CITY OF DIAMONDHEAD, MISSISSIPPI, THAT:**

SECTION ONE: The statements, findings, determinations, and conclusions contained in the preamble of this resolution are hereby adopted, ratified and incorporated therein.

SECTION TWO: The City Manager, is hereby authorized to request FY24 GOMESA Funding in the amount of \$2,000,000 and to submit all required information to the Mississippi Department of Marine Resources for Phase I Bank Stabilization Project.

SECTION THREE: The City Manager is hereby authorized to take any and all actions necessary to carry out the intent of this resolution and to provide any information to the Mississippi Department of Marine Resources in order to complete its review of the GOMESA Application.

SECTION FOUR: This Resolution shall take effect and be in force from and after adoption.

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 Depreo	___	___	___
Councilmember Liese	___	___	___
Councilmember Cumberland	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___
Mayor Depreo	___	___	___

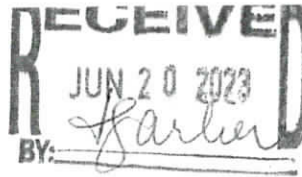
The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the 18th day of July, 2023.

MAYOR

ATTEST:

CITY CLERK

(SEAL)



Item No.5.



INVOICE

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

June 9, 2023

Project No: 26023.00

Invoice No: 0093528

Lily Pond Dredging
Work Assignment No. 00-06-2021
Work Assignment No. 00-06-2023

Client Contact: Jon McCraw

Professional Services from April 3, 2023 to May 27, 2023

Task	001	Survey
Fee		
Total Fee	7,500.00	
Percent Complete	100.00	
Total Earned	7,500.00	
Previous Fee Billing	7,500.00	
Current Fee Billing	0.00	
Total Fee		0.00
Total this Task		0.00

Task	002	Environmental Assessment
Billing Limits		
Total Billings	0.00	5,321.00
Limit		5,800.00
Remaining		479.00
Total this Task		0.00

Task	003	Engineering Design
Billing Limits		
Total Billings	0.00	5,500.00
Limit		5,500.00
Total this Task		0.00

Task	004	Wetland Delineation
Fee		
Total Fee	5,000.00	
Percent Complete	100.00	
Total Earned	5,000.00	
Previous Fee Billing	5,000.00	
Current Fee Billing	0.00	
Total Fee		0.00

6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Project	26023.00	Lily Pond Dredging	Invoice	0093528
			Total this Task	0.00
<hr/>				
Task	005	Specification Development		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	1,500.00	1,500.00
Limit				1,500.00
			Total this Task	0.00
<hr/>				
Task	006	Bid Phase Services		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	4,000.00	4,000.00
Limit				4,000.00
			Total this Task	0.00
<hr/>				
Task	007	CEI		
Professional Personnel				
		Hours	Rate	Amount
SENIOR PROJECT MANAGER				
Greer, Anthony		11.00	135.00	1,485.00
Totals		11.00		1,485.00
Total Labor				1,485.00
Billing Limits		Current	Prior	To-Date
Total Billings		1,485.00	10,767.50	12,252.50
Limit				16,125.00
Remaining				3,872.50
			Total this Task	\$1,485.00
<hr/>				
Task	008	Survey - Marking Property		
Fee				
Total Fee		1,000.00		
Percent Complete	100.00	Total Earned		1,000.00
		Previous Fee Billing		1,000.00
		Current Fee Billing		0.00
		Total Fee		0.00
			Total this Task	0.00
<hr/>				
Task	009	Re-Bid Phase Services		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	3,000.00	3,000.00
Limit				3,000.00
			Total this Task	0.00
			Total this Invoice	\$1,485.00

Project	26023.00	Lily Pond Dredging	Invoice	0093528
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Outstanding Invoices

Number	Date	Balance
0093289	5/5/2023	5,065.00
Total		5,065.00

Project 26023.00 Lily Pond Dredging Invoice 0093528

Billing Backup

Friday, June 9, 2023

Pickering

Invoice 0093528 Dated 6/9/2023

11:14:48 AM

Task 007 CEI

Professional Personnel

			Hours	Rate	Amount	
SENIOR PROJECT MANAGER						
02600	Greer, Anthony	5/2/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/4/2023	2.50	135.00	337.50	
02600	Greer, Anthony	5/8/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/9/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/15/2023	.50	135.00	67.50	
02600	Greer, Anthony	5/16/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/22/2023	1.50	135.00	202.50	
02600	Greer, Anthony	5/23/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/25/2023	1.50	135.00	202.50	
Totals			11.00		1,485.00	
Total Labor						1,485.00
Total this Task						\$1,485.00
Total this Project						\$1,485.00
Total this Report						\$1,485.00

Detailed Timesheet for the Period Ending 5/6/2023

Monday, June 12, 2023
11:21:18 AM

Pickering

Employee 02600 Greer, Anthony S

26023.00 Lily Pond Dredging
007 CEI
89117

Total Hr	Sun 4/30	Mon 5/1	Tue 5/2	Wed 5/3	Thu 5/4	Fri 5/5	Sat 5/6
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Client: City of Diamondhead

Reg	3.50			1.00		2.50	
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5/2 Project correspondence.
5/4 Site visit. Met with contractor to discuss quantifying spoils stockpiled on site and remaining work.

Detailed Timesheet for the Period Ending 5/13/2023

Monday, June 12, 2023
11:37:17 AM

Pickering

Employee 02600 Greer, Anthony S

26023.00 Lily Pond Dredging
007 CEI
89117

Total Hr	Sun 5/7	Mon 5/8	Tue 5/9	Wed 5/10	Thu 5/11	Fri 5/12	Sat 5/13
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Client: City of Diamondhead

Reg	2.00		1.00	1.00			
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5/8 Construction admin.
5/9 Construction admin.

Detailed Timesheet for the Period Ending 5/20/2023

Monday, June 12, 2023
11:45:30 AM

Pickering

Employee 02600 Greer, Anthony S

26023.00 Lily Pond Dredging
007 CEI
89117

Total Hr	Sun 5/14	Mon 5/15	Tue 5/16	Wed 5/17	Thu 5/18	Fri 5/19	Sat 5/20
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Client: City of Diamondhead

Reg	1.50		.50	1.00			
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5/15 Miscellaneous related to construction project.
5/16 Project update to City.

Detailed Timesheet for the Period Ending 5/27/2023

Monday, June 12, 2023
12:05:10 PM

Pickering

Employee 02600 Greer, Anthony S

26023.00 Lily Pond Dredging
007 CEI
89117

Total Hr	Sun 5/21	Mon 5/22	Tue 5/23	Wed 5/24	Thu 5/25	Fri 5/26	Sat 5/27
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Client: City of Diamondhead

Reg	4.00		1.50	1.00		1.50	
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5/22 Construction site visit.
5/23 Site visit; met with contractor to finalize quantities for pay app.
5/25 Review of pay app 2 package.

**INVOICE****Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530
PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

June 9, 2023
Project No: 26024.00
Invoice No: 0093529

Diamondhead Drive East Retention Pond Dredging
Work Assignment No. 00-05-2021
Work Assignment No. 00-05-2023

Client Contact: Jon McCraw

Professional Services from April 3, 2023 to May 27, 2023

Task	001	Survey			
Fee					
Total Fee		3,500.00			
Percent Complete	100.00		Total Earned	3,500.00	
			Previous Fee Billing	3,500.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00
Task	002	Environmental Assessment			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	5,621.00	5,621.00
Limit					5,800.00
Remaining					179.00
			Total this Task		0.00
Task	003	Engineering Design			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	5,500.00	5,500.00
Limit					5,500.00
			Total this Task		0.00
Task	004	Wetland Delineation			
Fee					
Total Fee		5,000.00			
Percent Complete	100.00		Total Earned	5,000.00	
			Previous Fee Billing	5,000.00	
			Current Fee Billing	0.00	
			Total Fee		0.00

Project	26024.00	Diamondhead Dr E Retention Pond Dredging	Invoice	0093529
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Total this Task	0.00
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Task	005	Specification Development
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	1,500.00	1,500.00
Limit			1,500.00

Total this Task	0.00
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Task	006	Bid Phase Services
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	4,000.00	4,000.00
Limit			4,000.00

Total this Task	0.00
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Task	007	CEI
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Professional Personnel

	Hours	Rate	Amount
SENIOR PROJECT MANAGER			
Greer, Anthony	10.00	135.00	1,350.00
Totals	10.00		1,350.00

Total Labor	1,350.00
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Billing Limits	Current	Prior	To-Date
Total Billings	1,350.00	6,492.50	7,842.50
Limit			18,750.00
Remaining			10,907.50

Total this Task	\$1,350.00
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Task	008	Re-Bid Phase Services
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	3,000.00	3,000.00
Limit			3,000.00

Total this Task	0.00
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Total this Invoice	\$1,350.00
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Project 26024.00 Diamondhead Dr E Retention Pond Dredging Invoice 0093529

Billing Backup

Friday, June 9, 2023

Pickering

Invoice 0093529 Dated 6/9/2023

11:21:06 AM

Task 007 CEI

Professional Personnel

			Hours	Rate	Amount	
SENIOR PROJECT MANAGER						
02600	Greer, Anthony	5/2/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/4/2023	1.50	135.00	202.50	
02600	Greer, Anthony	5/8/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/9/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/15/2023	.50	135.00	67.50	
02600	Greer, Anthony	5/16/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/22/2023	1.50	135.00	202.50	
02600	Greer, Anthony	5/23/2023	1.00	135.00	135.00	
02600	Greer, Anthony	5/25/2023	1.50	135.00	202.50	
	Totals		10.00		1,350.00	
	Total Labor					1,350.00
				Total this Task		\$1,350.00
				Total this Project		\$1,350.00
				Total this Report		\$1,350.00

Detailed Timesheet for the Period Ending 5/6/2023

Monday, June 12, 2023

12:15:45 PM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 4/30	Mon 5/1	Tue 5/2	Wed 5/3	Thu 5/4	Fri 5/5	Sat 5/6
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26024.00

Diamondhead Dr E Retention Pond Dredging

Client: City of Diamondhead

007

CEI

89117

Reg

2.50			1.00		1.50		
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5/2 Project correspondence.

5/4 Site visit with contractor.

Detailed Timesheet for the Period Ending 5/13/2023

Monday, June 12, 2023

12:17:41 PM

Pickering

Employee 02600 Greer, Anthony S

Total Hr	Sun 5/7	Mon 5/8	Tue 5/9	Wed 5/10	Thu 5/11	Fri 5/12	Sat 5/13
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26024.00
007

Diamondhead Dr E Retention Pond Dredging
CEI

Client: City of Diamondhead

89117

Reg	2.00		1.00	1.00			
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5/8 Construction admin.

5/9 Construction admin.

Detailed Timesheet for the Period Ending 5/20/2023

Monday, June 12, 2023
12:19:13 PM

Pickering

Employee 02600 Greer, Anthony S

		Total Hr	Sun 5/14	Mon 5/15	Tue 5/16	Wed 5/17	Thu 5/18	Fri 5/19	Sat 5/20
26024.00	Diamondhead Dr E Retention Pond Dredging								
007	CEI								
89117	Reg	1.50		.50	1.00				

Client: City of Diamondhead

5/15 Misc. related to construction project.
5/16 Project update to City.

Detailed Timesheet for the Period Ending 5/27/2023

Monday, June 12, 2023
12:20:31 PM

Pickering

Employee 02600 Greer, Anthony S

Total Hr	Sun 5/21	Mon 5/22	Tue 5/23	Wed 5/24	Thu 5/25	Fri 5/26	Sat 5/27
26024.00	Diamondhead Dr E Retention Pond Dredging						Client: City of Diamondhead
007	CEI						
89117	Reg						
	4.00		1.50	1.00		1.50	

5/22 Construction site visit.

5/23 Site visit; met with contractor to finalize quantities for pay app.

5/25 Review of pay app 2 package.

**INVOICE****Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

June 13, 2023

Project No: 26319.00

Invoice No: 0093557

Client Contact: Jon McCraw

Ahuli Drainage Improvements

Project Number: 26319.00

Professional Services from April 2, 2023 to May 27, 2023

Task	001	Boundary and Topographic Survey			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	13,000.00	13,000.00
Limit					13,000.00
Total this Task					0.00

Task	002	Wetland Delineation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,505.00	4,505.00
Limit					6,500.00
Remaining					1,995.00
Total this Task					0.00

Task	003	Wetland Permitting Assistance			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	1,360.00	1,360.00
Limit					8,000.00
Remaining					6,640.00
Total this Task					0.00

Task	004	Engineering Design			
Professional Personnel					
			Hours	Rate	Amount
SENIOR P.E. (LICENSED >5, <10 YR)					
	Wagner, Cara		7.50	135.00	1,012.50
SENIOR PROJECT MANAGER (MIN 15 YR)					
	Greer, Anthony		1.50	135.00	202.50
PROJECT ENGINEER					
	Furnival, Maggie		8.50	135.00	1,147.50

Project	26319.00	Ahuli Drainage Improvements	Invoice		0093557
Navarro-Torres, Iveth		8.00	115.00	920.00	
Totals		25.50		3,282.50	
Total Labor					3,282.50
Billing Limits		Current	Prior	To-Date	
Total Billings		3,282.50	13,305.00	16,587.50	
Limit				23,000.00	
Remaining				6,412.50	
Total this Task					\$3,282.50

Task	005	Project Bidding			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				4,000.00	
Remaining				4,000.00	
Total this Task					0.00

Task	006	CE&I			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				20,000.00	
Remaining				20,000.00	
Total this Task					0.00
Total this Invoice					\$3,282.50

Project	26319.00	Ahuli Drainage Improvements	Invoice	0093557
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Billing Backup

Tuesday, June 13, 2023

Pickering

Invoice 0093557 Dated 6/13/2023

11:30:22 AM

Task	004	Engineering Design
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Professional Personnel

				Hours	Rate	Amount	
SENIOR P.E. (LICENSED >5, <10 YR)							
02031	Wagner, Cara	4/7/2023		.50	135.00	67.50	
02031	Wagner, Cara	4/10/2023		2.00	135.00	270.00	
02031	Wagner, Cara	4/12/2023		1.00	135.00	135.00	
02031	Wagner, Cara	4/25/2023		2.00	135.00	270.00	
02031	Wagner, Cara	4/27/2023		1.00	135.00	135.00	
02031	Wagner, Cara	5/2/2023		1.00	135.00	135.00	
SENIOR PROJECT MANAGER (MIN 15 YR)							
02600	Greer, Anthony	5/16/2023		.50	135.00	67.50	
02600	Greer, Anthony	5/23/2023		1.00	135.00	135.00	
PROJECT ENGINEER							
02108	Furnival, Maggie	5/18/2023		2.50	135.00	337.50	
02108	Furnival, Maggie	5/22/2023		3.00	135.00	405.00	
02108	Furnival, Maggie	5/23/2023		3.00	135.00	405.00	
02601	Navarro-Torres, Iveth	5/2/2023		4.00	115.00	460.00	
02601	Navarro-Torres, Iveth	5/3/2023		2.00	115.00	230.00	
02601	Navarro-Torres, Iveth	5/10/2023		2.00	115.00	230.00	
Totals				25.50		3,282.50	
Total Labor							3,282.50
Total this Task							\$3,282.50
Total this Project							\$3,282.50
Total this Report							\$3,282.50

Detailed Timesheet for the Period Ending 4/8/2023

Monday, June 12, 2023
12:29:04 PM

Pickering

Employee 02031 Wagner, Cara

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89206

Reg

Total Hr	Sun 4/2	Mon 4/3	Tue 4/4	Wed 4/5	Thu 4/6	Fri 4/7	Sat 4/8
.50						.50	

4/7 mtg w/City

Detailed Timesheet for the Period Ending 4/15/2023

Pickering

Monday, June 12, 2023
12:30:43 PM

Employee 02031 Wagner, Cara

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89206

Reg

Total Hr	Sun 4/9	Mon 4/10	Tue 4/11	Wed 4/12	Thu 4/13	Fri 4/14	Sat 4/15
3.00		2.00		1.00			

4/10 check in on progress
4/12 catch Johana up on plans

Detailed Timesheet for the Period Ending 4/29/2023

Monday, June 12, 2023
12:32:24 PM

Pickering

Employee 02031 Wagner, Cara

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89206

Reg

Total Hr	Sun 4/23	Mon 4/24	Tue 4/25	Wed 4/26	Thu 4/27	Fri 4/28	Sat 4/29
3.00			2.00		1.00		

4/25 coord where Austin will stop and Maggie take over
4/27 transfer from Austin to Maggie

Detailed Timesheet for the Period Ending 5/6/2023

Monday, June 12, 2023
12:38:08 PM

Pickering

Employee 02031 Wagner, Cara

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89206

Reg

Total Hr	Sun 4/30	Mon 5/1	Tue 5/2	Wed 5/3	Thu 5/4	Fri 5/5	Sat 5/6
1.00			1.00				

5/2 help Johana

Detailed Timesheet for the Period Ending 5/20/2023

Monday, June 12, 2023
12:39:26 PM

Pickering

Employee 02600 Greer, Anthony S

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89117

Reg

Total Hr	Sun 5/14	Mon 5/15	Tue 5/16	Wed 5/17	Thu 5/18	Fri 5/19	Sat 5/20
.50			.50				

5/16 Design correspondence.

Detailed Timesheet for the Period Ending 5/27/2023

Monday, June 12, 2023

12:40:57 PM

Pickering

Employee	02600	Greer, Anthony S
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Total Hr	Sun 5/21	Mon 5/22	Tue 5/23	Wed 5/24	Thu 5/25	Fri 5/26	Sat 5/27
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26319.00
004

Ahuli Drainage Improvements Engineering Design

Client: City of Diamondhead

89117

Reg

1.00			1.00				
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5/23 Design coordination w/Maggie.

Detailed Timesheet for the Period Ending 5/20/2023

Monday, June 12, 2023
12:45:08 PM

Pickering

Employee 02108 Furnival, Maggie Smith

		Total Hr	Sun 5/14	Mon 5/15	Tue 5/16	Wed 5/17	Thu 5/18	Fri 5/19	Sat 5/20
26319.00	Ahuli Drainage Improvements	Client: City of Diamondhead							
004	Engineering Design								
89018	Reg	2.50					2.50		
		5/18 design and plan sheets							

Detailed Timesheet for the Period Ending 5/27/2023

Monday, June 12, 2023
12:43:19 PM

Pickering

Employee 02108 Furnival, Maggie Smith

		Total Hr	Sun 5/21	Mon 5/22	Tue 5/23	Wed 5/24	Thu 5/25	Fri 5/26	Sat 5/27
26319.00	Ahuli Drainage Improvements	Client: City of Diamondhead							
004	Engineering Design								
89018	Reg	6.00		3.00	3.00				

5/22 work on design, plan sheets
5/23 gathering information per request of environmental; working on design/plan sheets

Detailed Timesheet for the Period Ending 5/6/2023

Monday, June 12, 2023
12:46:38 PM

Pickering

Employee 02601 Navarro-Torres, Iveth J

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 4/30	Mon 5/1	Tue 5/2	Wed 5/3	Thu 5/4	Fri 5/5	Sat 5/6
6.00			4.00	2.00			

5/2 DRAINAGE UP DATE
5/3 DRAINAGE UP DATE

Detailed Timesheet for the Period Ending 5/13/2023

Monday, June 12, 2023
12:47:58 PM

Pickering

Employee 02601 Navarro-Torres, Iveth J

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 5/7	Mon 5/8	Tue 5/9	Wed 5/10	Thu 5/11	Fri 5/12	Sat 5/13
2.00				2.00			

5/10 Pipe update and desing



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

VIA EMAIL

July 6, 2023

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

RE: City of Diamondhead – Commercial District Projects – GCRF Amended Grant Agreements

Dear Mayor Depreo:

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

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

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

Sincerely,

Sarah Wright

Sarah Wright
Bureau Manager
Financial Resources Division

Enclosures

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM

SECOND AMENDED AND RESTATED
GRANT AGREEMENT

City of Diamondhead
Hancock County, Mississippi
GCRF-20-05

This Second Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Diamondhead as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

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

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

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

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

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

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

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

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

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

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

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

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

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

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time

as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

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

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast

Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

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

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

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

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or

print the screen containing the verification number and attach it to the employee's Form I-9.

- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

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

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

- a) certified mail, postage prepaid;

- b) prepaid overnight delivery; or
- c) hand delivery.

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

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

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

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

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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

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

By: _____
Laura Hipp, Deputy Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF DIAMOUNDHEAD

By: _____
Mayor Nancy Depreo

ATTEST:

Title: _____

Annex A
to
Second Amended and Restated Grant Agreement

Item 1- Name of Entity: City of Diamondhead

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Diamondhead with road construction, site work, underground utility costs and other eligible expenditures as approved by MDA at the approved project site located at the City's West business district, including the extension of Park Ten Drive and Leisure Time Drive as referenced in the Project Update Information Packet in Diamondhead, Hancock County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

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

Item 3- Grant Amount: \$1,500,000

Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

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

The Entity commits and warrants that an investment of at least a total of Three Hundred Thousand Dollars (\$300,000) will be made to incentivize the development of the project.

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the acquisition of the required property(s) for the development of the project by June 30, 2024; and (2) The Entity will complete the road improvements to Park Ten Drive and Leisure Time Drive by June 30, 2025 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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

Item 6-

Address Notice:

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

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
Attention: Mayor Nancy Depreo

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____
day of _____, 2023.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____
day of _____, 2023.

Notary Public

My Commission Expires:

[S E A L]

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
AMENDED AND RESTATED GRANT AGREEMENT

City of Diamondhead
Hancock County, Mississippi
GCRF-21-05

This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA")) and the City of Diamondhead as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

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

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

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

WHEREAS, pursuant to Section 20 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Diamondhead with its Town Center District – Commercial District Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Diamondhead with its Town Center District – Commercial District Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Diamondhead with its Town Center District – Commercial District Project; and

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

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

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

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

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

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

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

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

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

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

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

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

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

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed

and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

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

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

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

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

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

in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

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

ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

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

Section 8. Termination.

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

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

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

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

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in

state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

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

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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

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

By: _____
Laura Hipp, Deputy Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF DIAMONDHEAD

By: _____
Mayor Nancy Depreo

ATTEST:

Title: _____

Annex A
to
Amended and Restated Grant Agreement

Item 1- Name of Entity: City of Diamondhead

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Diamondhead with road construction costs and other eligible expenditures as approved by MDA at the approved project site located in Diamondhead, Hancock County, Mississippi ("Project Site"). The Project Site is located at the intersection of Gex Road and Park Ten Drive and Gex Road to the Town Center area. Internal labor will not be reimbursable.

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

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

Item 4- Grant Terms and Conditions

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

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

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

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the acquisition of the required property(s) and easements by June 30, 2024; and (2) The City will complete the road improvements by June 30, 2024 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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

Item 6-

Address Notice:

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

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
Attention: Mayor Nancy Depreo

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

Notary Public

My Commission Expires:

[S E A L]

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
AMENDED AND RESTATED GRANT AGREEMENT

City of Diamondhead
Hancock County, Mississippi
GCRF-22-05

This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Diamondhead as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

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

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

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

WHEREAS, pursuant to Section 1 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature appropriated Nine Hundred Thousand Dollars (\$900,000) to assist the City of Diamondhead with its Commerce District Transportation Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Nine Hundred Thousand Dollars (\$900,000) to assist the City of Diamondhead with its Commerce District Transportation Project; and

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

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

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

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

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

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

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

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

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

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

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

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and

- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

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

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

connection with the acquisition of such work product or service have been complied with by the Entity; and

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

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

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

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

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

further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

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

have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

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

Section 8. Termination.

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

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

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

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

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in

state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

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

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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

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

By: _____
Laura Hipp, Deputy Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF DIAMONDHEAD

By: _____
Mayor Nancy Depreo

ATTEST:

Title: _____

**Annex A
to
Amended and Restated Grant Agreement**

Item 1- Name of Entity: City of Diamondhead

Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Diamondhead with road construction costs and other eligible expenditures as approved by MDA at the approved project site located in Diamondhead, Hancock County, Mississippi ("Project Site"). The Project Site is located on Noma Drive from City Hall to the new Town Center Waterfront District at the Jourdan River. Internal labor will not be reimbursable.

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

Item 3- Grant Amount: \$900,000

Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Nine Hundred Thousand Dollars (\$900,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

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

The Entity commits and warrants that an investment of at least a total of Three Hundred Thousand Dollars (\$300,000) will be made to incentivize the development of the project.

Item 5- Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the acquisition of the required property(s) by June 30, 2024; and (2) The City will complete the roadway improvements by June 30, 2025 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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

Item 6-

Address Notice:

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

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

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
 COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

 Notary Public

My Commission Expires:

[S E A L]

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
 COUNTY OF HANCOCK)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2023, within my jurisdiction, the within named _____, who acknowledged he/she is the _____, of _____, and that for and on behalf of said _____, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

 Notary Public

My Commission Expires:

[S E A L]

Want your company to be a part of training America's transitioning Soldiers?

Program Components

Program Qualifications

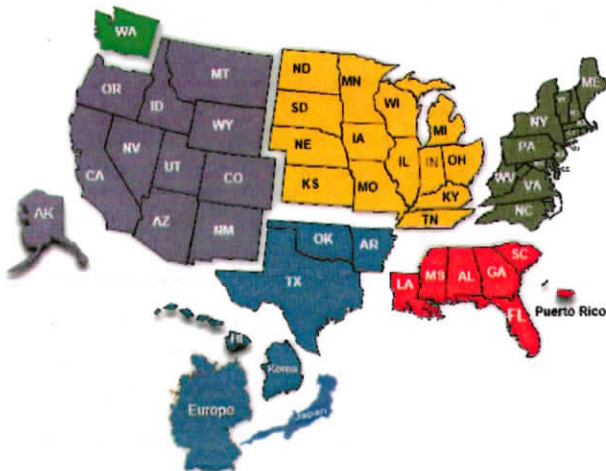
- Little or no cost to the Government and the Soldier
- Guaranteed job/interview for open positions
- High probability of employment in the field of training
- Pay commensurate with the knowledge, skills, and abilities necessary for employment

Approval/Accreditation Standards

- DOL Registered Apprenticeship Program
- DOE Accredited Program
- ANSI Accredited Certificate Program
- VA Approved OJT Program or Apprenticeship
- NASAA Approved Training Program
- COE Accredited Training Program
- Internship Program that complies with The Fair Labor Standards Act

Connect with us to learn more about
how your company can participate in
a CSP (indicate the region where
your company resides in your
email):

[usarmy.jbsa.imcom-hq.mbx.g1-
aces@army.mil](mailto:usarmy.jbsa.imcom-hq.mbx.g1-aces@army.mil)



2023-210

U.S. Army Career Skills Program (CSP)

Item No.7.



Recruit. Hire. Train.
While Still in Uniform
Employ.
Upon Transition



CSP Overview

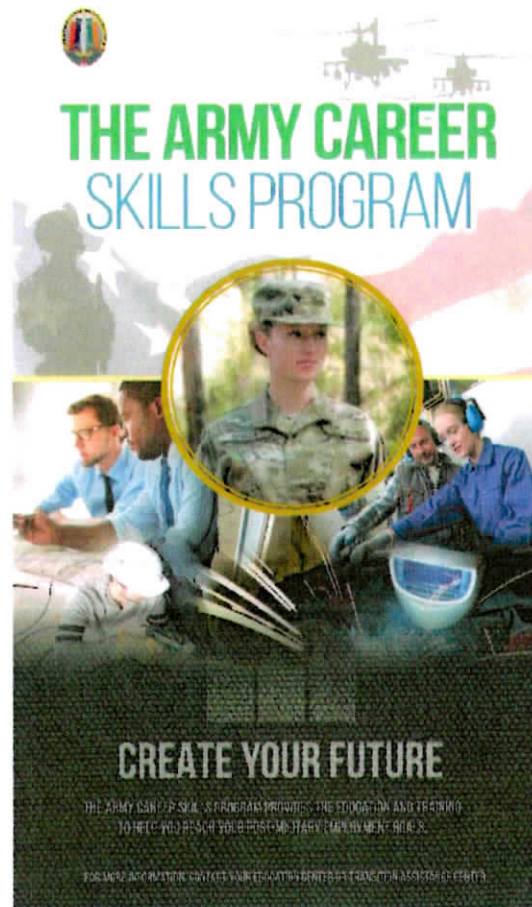
- The Army's Career Skills Program (CSP) provides Soldiers the opportunity to participate in skills training, during their transition period, in order to improve their civilian employment options. CSPs are conducted while Soldiers are still on active duty.
- CSPs provide networking and connecting functions essential to successful employment and rewarding careers.
- Army installations develop CSP opportunities with civilian and government agencies, community leaders and industry providers.
- No wages are paid to Soldiers while attending a CSP.
- Soldiers enrolled in a CSP continue to earn military pay, health care, and benefits while training with a company for their next career.

"This hands-on training program is giving me, and other returning Veterans like me, the skills we need to compete in this job market."

-CSP Participant

5 Reasons to Hire Transitioning Soldiers

- Highly skilled
- Reliable work ethic
- Loyalty to team
- Motivated productivity
- Leadership



Why CSPs?

Item No.7.

CSPs allow employers to teach transitioning Soldiers civilian career skills through:

- Apprenticeships
- Internships
- On-the-Job Training (OJT)
- Employment Skills Training

"These young military people bring skills, work ethic, and this is the kind of employee the industry needs today."

-Vice President of a CSP Partner

*It's a tough cut to get into the military. Only **29%** of American youth are **eligible** to serve.*

Target your recruiting efforts towards the best – America's Soldier.

Part II: Employer Hold Harmless Agreement for Firearms or Law Enforcement

For CSP programs or individual internships that include the use of firearms or are for Law Enforcement, the provider must agree to following:

The provider agrees to release, indemnify, and hold harmless the Government and U.S. Army Installation Management Command for damages to property or injuries to persons which may arise from, or incident to, firearms training or use as part of a Skill Bridge Program internship. This indemnification also applies to damages to the property of the sponsoring activity for damages to the property or injuries to officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them. The provider further agrees to hold the Government harmless from and indemnify same for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the interning Soldier, the provider, its officers, employees, and agents when acting within the course and scope of their employment. This Release, Indemnification, Hold Harmless Agreement, and Agreement Not to Sue shall be interpreted according to Federal law. It is to be construed as broadly and inclusively as is permitted by relevant Federal law.

Digital or Written Signature: _____ Date: _____

Printed Name & Title: _____

Phone Number: _____ Email: _____

**Part II: Employer Agreement for Army CSP Individual Internship/
Approved DoD SkillBridge Program**

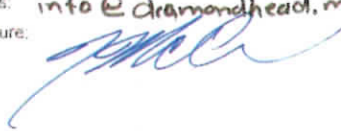
By signature of this Agreement, the Employer agrees

For: CSP Individual Internship

Eligibility criteria for training providers and Service Members is outlined in Army Regulation (AR) 600-81 and Department of Defense Instruction (DoDI) 1322.29.

- To teach the CSP Intern job responsibilities, new skills and practices specific to the business/industry
- CSP Intern will work under the close supervision of the staff at the organization for the duration of the program.
- Internship will consist of work experience at entry-level positions.
- CSP Interns will work no more than 40 hours in any given week.
- CSP Interns shall not receive compensation of any kind from the Employer.
- The internship is for the benefit of the CSP Intern and even though the internship includes actual operations of the Employer, training is similar to training which would be given in an educational environment.
- CSP Intern does not displace regular employees, but works under close supervision of existing staff.
- The Employer that provides the training derives no immediate advantage from the activities of the Intern and on occasion its operations may actually be impeded.
- CSP Interns shall not be required to purchase any materials or be charged a fee as a requirement for the internship.
- CSP Intern shall not be involved in the selling of goods or services to any Soldier, or a Family member of a Soldier junior in rank, grade or position to the Soldier Intern, per Par. 2-205, Joint Ethics Regulation. For the purpose of this provision, goods and services include, but are not limited to vehicles, recreational vehicles, real estate, rental properties, time shares, investment products, life insurance, health insurance, vehicle insurance, property and casualty personal insurance, and business and commercial insurance.
- Employer will take daily attendance of the CSP Intern and report attendance to the CSP Representative upon request.
- The Employer shall notify the CSP Representative immediately if the CSP Intern is injured at the worksite.
- The Intern is not necessarily entitled to a job at the conclusion of the internship.

This Army CSP Individual Internship/Approved DoD Skillbridge Program may be terminated for any reason, if it is determined to be in the best interest of the Intern, the Commander, or the Employer. The termination reason and effective date will be reported to the CSP Regional Coordinator and other parties (Intern, Commander or Employer) by the terminating party immediately.

Employer POC Name (First and Last): **MAJOR Nancy DEPREO / John McCRAW**
 Employer Phone Number: **228 222 4626**
 Employer Email Address: **info@diamondhead.ms.gov / ndepreo@diamondhead.ms.gov**
 Digital or Written Signature:  Date: **5/18/23**

As of 1 DEC 2022 v3

NOTICE OF A PUBLIC HEARING ON REDISTRICTING OF WARDS WITHIN THE CITY OF DIAMONDHEAD

The Diamondhead City Council will hold a public hearing on its re-evaluating of election districts in furtherance of the 2020 Census. The Public Hearing will be held August 15, 2023 at 6:00 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle. Based on the results of the evaluation of the 2020 Census data and current ward maps, the City Council has expressed its intention to not redistrict. The current ward maps are available for review at www.diamondhead.ms.gov or by visiting City Hall at 5000 Diamondhead Circle.

Any citizen of the City of Diamondhead is invited to attend this public hearing on the re-evaluation of election districts and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Jeannie Klein
City Clerk

Please publish on the following dates:

August 3, 2023
August 10, 2023

5X5 Block Ad

April 21, 2023

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

VIA EMAIL: JMcCraw@diamondhead.ms.gov

RE: Diamondhead Dr. East near Aukai Place – WA9
Diamondhead, MS 39525

Jon:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Civil Design Phase Services

M|P will provide a drainage design of the drainage area around Diamondhead Dr. East and Aukai Place. The design will be based on the preliminary engineering concepts previously provided by M|P (attached)

Civil Design Scope shall include:

- Storm Drainage Design
- Grading and drainage along the route
- Plan and Profiles sheets of proposed design
- Erosion control Plan
- Overall Utility Plan
- Obtain necessary Stormwater Permits
- Construction Details
- Technical Specifications
- Provide necessary documentation for ARPA Reimbursement

Task 2 - Provide Bid & Construction Phase Services (CPS)

1. M|P will attend the Pre-Bid Meeting.
2. M|P will attend Bid Opening and prepare certified bid tabulation.
3. M|P will attend the Pre-Construction Conference.
4. M|P will conduct monthly (or as needed) progress meetings with the contractor and owner.
5. M|P will attend any additional project specific meetings requested by the owner.

6. M|P will review construction submittals.
7. Field and respond to construction "Request for Information" (RFI's) from the Contractor.
8. M|P will review monthly pay estimates, verify work complete, and approve pay applications.
9. Perform periodic inspections of construction activities to assure engineered documents are being adhered to by the Contractor. One site inspection will be performed per week at a minimum of 1-2 hours per visit during the duration of the Construction. Inspection logs will be prepared, including photographs, and will be provided to the Client. M | P will utilize our construction software platform, Procore, for this project. A 60 day construction time frame is anticipated
10. Perform one (1) substantial completion inspection and provide a punch list for work items to the Contractor.
11. Perform one (1) final inspection at the completion of the punch list items by the Contractor.

II. DESIGN FEE PROPOSAL

Task 1 Civil Design Phase	\$6,000
Task 2 Bid & Construction Phase	\$3,000
Total Fee	\$ 9,000

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.
- Survey will be provided in ACAD format prior to proceeding

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2023

Signature

Printed or typed name

Title

Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 9**
(Diamondhead Dr. East near Aukai Place)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 4.21.23 WA9 – Diamondhead Dr. East near Aukai Place

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Professional Engineer
Professional Engineer

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Ben Sellers, P.E.
Jason Polite, P.E.

PROGRESS SCHEDULE

M | P will complete this scope of work within 14 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 9,000 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 9, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Diamondhead

By; _____

WITNESS this my signature in execution hereof, this the 21th day of April, 2023.

By:



Gerrod Kilpatrick, P.E.,



ATTEST: _____

3.05

VERIFY SCALES

DATE

NO.

REVISION

NO.

DATE

NO.

DATE

NO.

DATE

NO.

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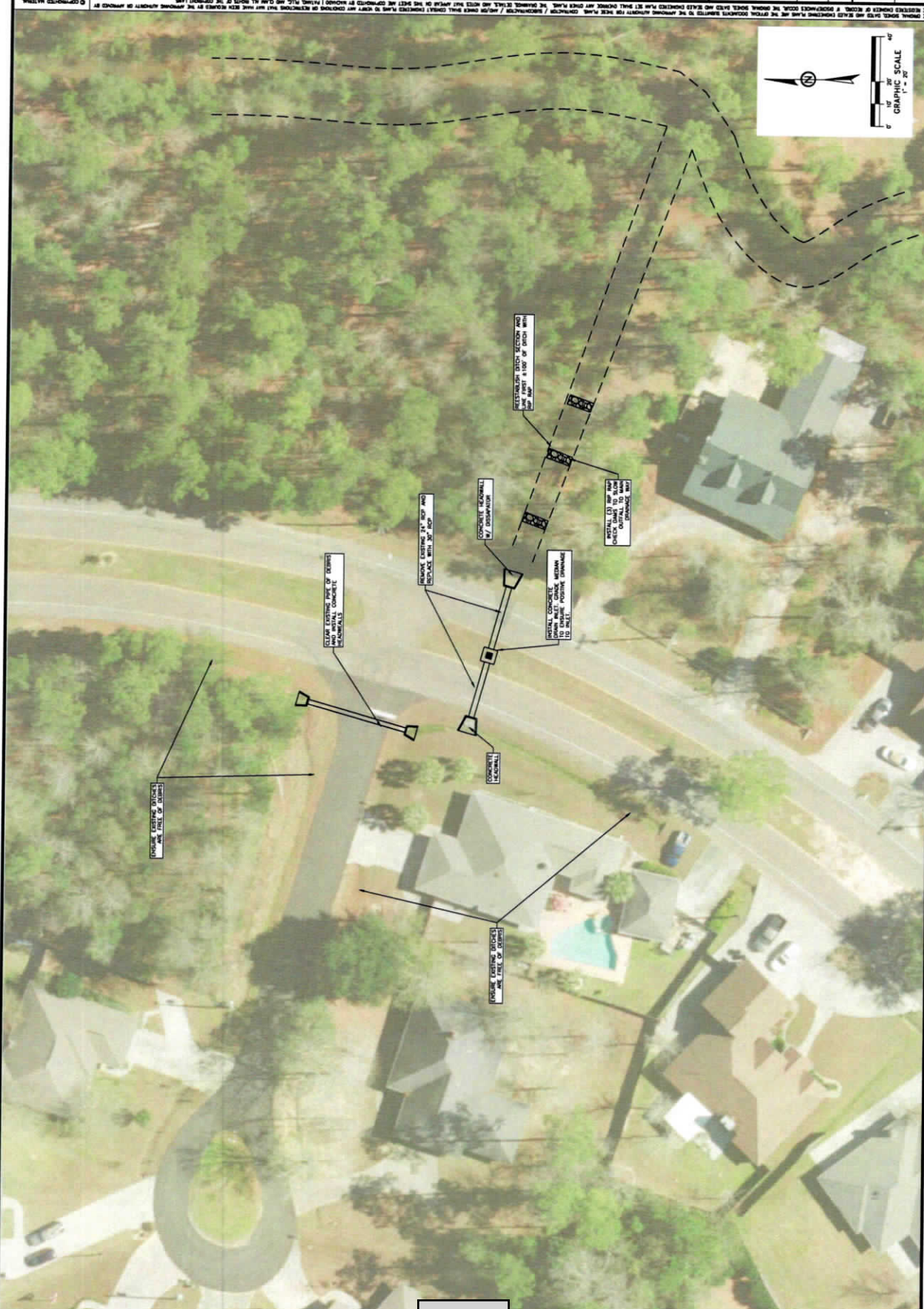
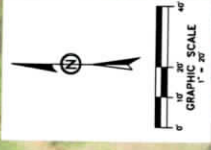
DESIGNED TO: B&B
Bradford A. Jones, AIA
918 Howard Ave Suite F
Atlanta, GA 30309
Office: 770.388.1970
Fax: 770.388.1971
mjd@designgroup.us

DESIGN GROUP

PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF ANY PROJECT

DIAMONDHEAD DRIVE EAST
NEAR AUKAI PLACE
DRAINAGE IMPROVEMENTS
DIAMONDHEAD, MS

DRAINAGE EXHIBIT



Opinion of Probable Cost - Diamondhead Drive at Aukai Place (3.05)
August 11, 2022

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	\$25,000.00	\$25,000.00
Demolition/Clearing and Grubbing	1	LS	\$30,000.00	\$30,000.00
SWPPP Measures Installation & Maintenance	1	LS	\$7,500.00	\$7,500.00
Traffic Control Measures	1	LS	\$10,000.00	\$10,000.00
Muck Excavation	220	CY	\$13.00	\$2,860.00
Select Fill	20	CY	\$18.00	\$360.00
Asphalt Road Repair	40	SY	\$36.00	\$1,440.00
Rip Rap (100lb)	450	SY	\$110.00	\$49,500.00
Drain Inlet	1	EA	\$6,800.00	\$6,800.00
30" Headwall	2	EA	\$4,100.00	\$8,200.00
24" Headwall	2	EA	\$3,600.00	\$7,200.00
30" RCP	60	LF	\$100.00	\$6,000.00
			Subtotal	\$154,860.00
			Contingency (10%)	\$15,486.00
			Total	\$170,346.00

ARPA

April 21, 2023

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

VIA EMAIL: JMcCraw@diamondhead.ms.gov

RE: Hilo Way at Koko St. – WA10
Diamondhead, MS 39525

Jon:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Civil Design Phase Services

M|P will provide a drainage design of the drainage area at Hilo Way and Koko St.. The design will be based on the preliminary engineering concepts previously provided by M|P (attached)

Civil Design Scope shall include:

- Storm Drainage Design
- Grading and drainage along the route
- Plan and Profiles sheets of proposed design
- Erosion control Plan
- Overall Utility Plan
- Obtain necessary Stormwater Permits
- Construction Details
- Technical Specifications
- Provide necessary documentation for ARPA Reimbursement

Task 2 - Provide Bid & Construction Phase Services (CPS)

1. M|P will attend the Pre-Bid Meeting.
2. M|P will attend Bid Opening and prepare certified bid tabulation.
3. M|P will attend the Pre-Construction Conference.
4. M|P will conduct monthly (or as needed) progress meetings with the contractor and owner.
5. M|P will attend any additional project specific meetings requested by the owner.
6. M|P will review construction submittals.

7. Field and respond to construction "Request for Information" (RFI's) from the Contractor.
8. M|P will review monthly pay estimates, verify work complete, and approve pay applications.
9. Perform periodic inspections of construction activities to assure engineered documents are being adhered to by the Contractor. One site inspection will be performed per week at a minimum of 1-2 hours per visit during the duration of the Construction. Inspection logs will be prepared, including photographs, and will be provided to the Client. M|P will utilize our construction software platform, Procore, for this project. A 60 day construction time frame is anticipated
10. Perform one (1) substantial completion inspection and provide a punch list for work items to the Contractor.
11. Perform one (1) final inspection at the completion of the punch list items by the Contractor.

II. DESIGN FEE PROPOSAL

Task 1 Civil Design Phase	\$6,000
Task 2 Bid & Construction Phase	\$3,000
Total Fee	\$ 9,000

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC

M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2023

Signature

Printed or typed name

Title

Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 10**
(Hilo Way at Koko St.)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 4.21.23 Hilo Way at Koko St.

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Professional Engineer
Professional Engineer

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Ben Sellers, P.E.
Jason Polite, P.E.

PROGRESS SCHEDULE

M | P will complete this scope of work within 14 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 9,000 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 10, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Diamondhead

By; _____

WITNESS this my signature in execution hereof, this the 21th day of April, 2023.

By:



Gerrod Kilpatrick, P.E.,



ATTEST: _____

Opinion of Probable Cost - Hilo Way at Koko Street Drainage Improvements (3 23)
August 12, 2022

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	\$25,000.00	\$25,000.00
Demolition/Clearing and Grubbing	1	LS	\$35,000.00	\$35,000.00
SWPPP Measures Installation & Maintenance	1	LS	\$7,500.00	\$7,500.00
Traffic Control Measures	1	LS	\$10,000.00	\$10,000.00
Muck Excavation	600	CY	\$13.00	\$7,800.00
Select Fill	120	CY	\$18.00	\$2,160.00
Asphalt Repair	220	SY	\$36.00	\$7,920.00
Rip Rap (100lb)	230	SY	\$110.00	\$25,300.00
24" RCP	50	LF	\$78.00	\$3,900.00
24" Headwall	3	EA	\$3,600.00	\$10,800.00
Subtotal				\$135,380.00
Contingency (10%)				\$13,538.00
Total				\$148,918.00

April 21, 2023

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

VIA EMAIL: JMcCraw@diamondhead.ms.gov

RE: Hilo Way to Hapuna Place. – WA11
Diamondhead, MS 39525

Jon:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Civil Design Phase Services

M | P will provide a drainage design of the drainage area at Hilo Way to Hapuna Place.. The design will be based on the preliminary engineering concepts previously provided by M | P (attached)

Civil Design Scope shall include:

- Storm Drainage Design
- Grading and drainage along the route
- Plan and Profiles sheets of proposed design
- Erosion control Plan
- Overall Utility Plan
- Obtain necessary Stormwater Permits
- Construction Details
- Technical Specifications
- Provide necessary documentation for ARPA Reimbursement

Task 2 - Provide Bid & Construction Phase Services (CPS)

1. M|P will attend the Pre-Bid Meeting.
2. M|P will attend Bid Opening and prepare certified bid tabulation.
3. M|P will attend the Pre-Construction Conference.
4. M|P will conduct monthly (or as needed) progress meetings with the contractor and owner.
5. M|P will attend any additional project specific meetings requested by the owner.

6. M|P will review construction submittals.
7. Field and respond to construction "Request for Information" (RFI's) from the Contractor.
8. M|P will review monthly pay estimates, verify work complete, and approve pay applications.
9. Perform periodic inspections of construction activities to assure engineered documents are being adhered to by the Contractor. One site inspection will be performed per week at a minimum of 1-2 hours per visit during the duration of the Construction. Inspection logs will be prepared, including photographs, and will be provided to the Client. M|P will utilize our construction software platform, Procore, for this project. A 60 day construction time frame is anticipated
10. Perform one (1) substantial completion inspection and provide a punch list for work items to the Contractor.
11. Perform one (1) final inspection at the completion of the punch list items by the Contractor.

II. DESIGN FEE PROPOSAL

Task 1 Civil Design Phase	\$6,000
Task 2 Bid & Construction Phase	\$3,000
Total Fee	\$ 9,000

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,

Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2023

Signature

Printed or typed name

Title

Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 11**
(Hilo Way to Hapuna Place)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 4.21.23 Hilo Way to Hapuna Place.

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Professional Engineer
Professional Engineer

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Ben Sellers, P.E.
Jason Polite, P.E.

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 9,000 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 11, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, 2023.

City of Diamondhead

By: _____

WITNESS this my signature in execution hereof, this the 21th day of April, 2023.

By: _____

Gerrod Kilpatrick, P.E.,

ATTEST: Brad Patano

[illegible]

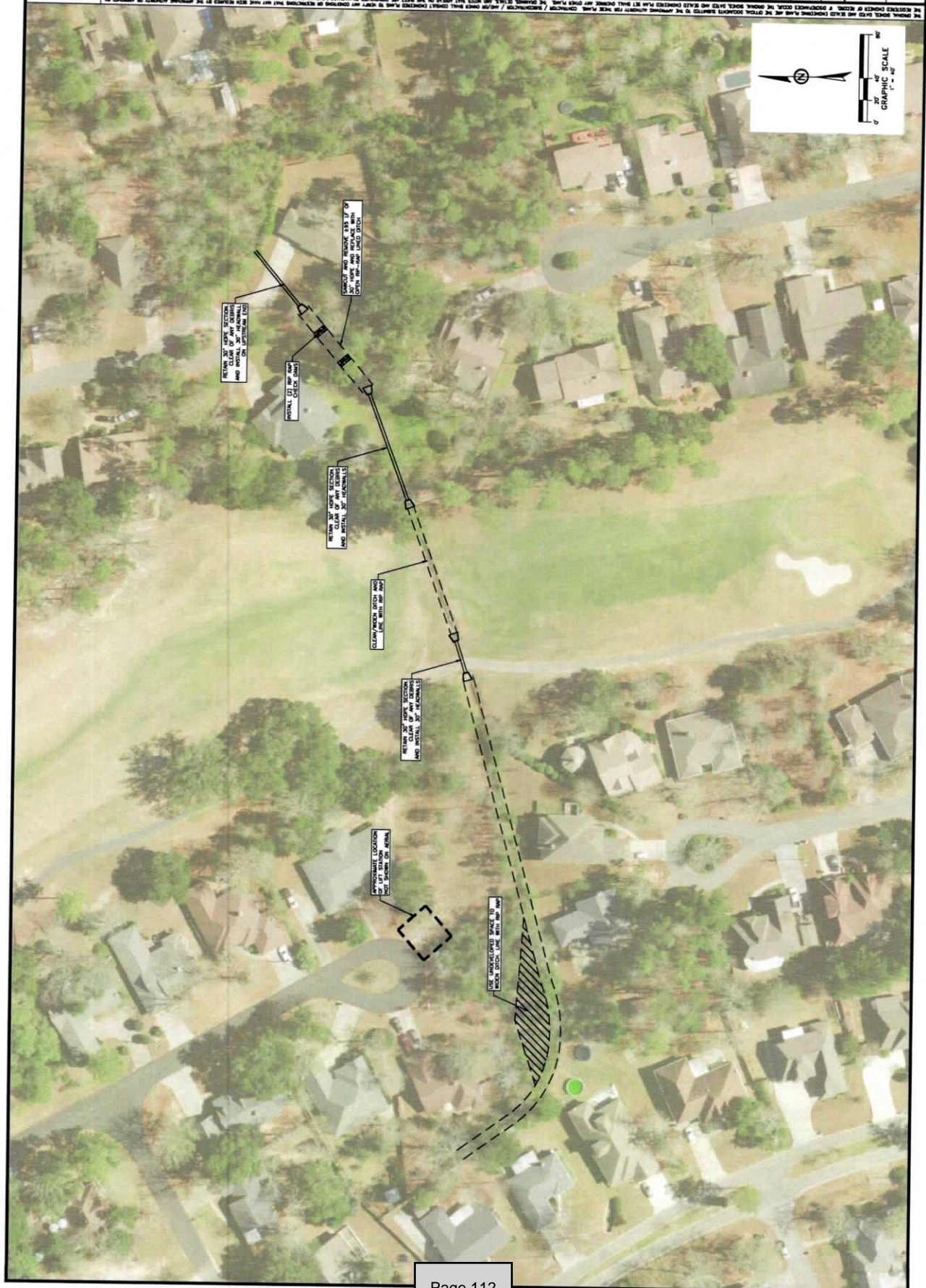
DRAINAGE EXHIBIT

DIAMONDHEAD, MS

DESIGN GROUP
ARCHITECTURE INTERIOR DESIGN

"Designed to Build"

Bradford A. Jones, AIA
918 Howard Ave Suite F
Bloom, Minnesota 55505
Office: 228.388.1950
Fax: 228.388.1971
mpdesigngroup.us



Opinion of Probable Cost - Hilo Way to Hapuna Drainage Improvements (3.06)
August 11, 2022

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	\$25,000.00	\$25,000.00
Demolition/Clearing and Grubbing	1	LS	\$30,000.00	\$30,000.00
SWPPP Measures Installation & Maintenance	1	LS	\$7,500.00	\$7,500.00
Traffic Control Measures	1	LS	\$2,000.00	\$2,000.00
Muck Excavation	900	CY	\$13.00	\$11,700.00
Select Fill	50	CY	\$18.00	\$900.00
Rip Rap (100lb)	775	SY	\$110.00	\$85,250.00
30" Headwall	5	EA	\$4,100.00	\$20,500.00
			Subtotal	\$182,850.00
			Contingency (10%)	\$18,285.00
			Total	\$201,135.00

Opinion of Probable Cost - Hilo Way to Hapuna Drainage Improvements (3.06)
August 11, 2022

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	\$25,000.00	\$25,000.00
Demolition/Clearing and Grubbing	1	LS	\$30,000.00	\$30,000.00
SWPPP Measures Installation & Maintenance	1	LS	\$7,500.00	\$7,500.00
Traffic Control Measures	1	LS	\$2,000.00	\$2,000.00
Muck Excavation	900	CY	\$13.00	\$11,700.00
Select Fill	50	CY	\$18.00	\$900.00
Rip Rap (100lb)	775	SY	\$110.00	\$85,250.00
30" Headwall	5	EA	\$4,100.00	\$20,500.00
			Subtotal	\$182,850.00
			Contingency (10%)	\$18,285.00
			Total	\$201,135.00

April 21, 2023

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

VIA EMAIL: JMcCraw@diamondhead.ms.gov

RE: Hilo Way West. – WA12
Diamondhead, MS 39525

Jon:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above-referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Civil Design Phase Services

M | P will provide a drainage design of the drainage area at Hilo Way West. The design will be based on the preliminary engineering concepts previously provided by M | P (attached)

Civil Design Scope shall include:

- Storm Drainage Design
- Grading and drainage along the route
- Plan and Profiles sheets of proposed design
- Erosion control Plan
- Overall Utility Plan
- Obtain necessary Stormwater Permits
- Construction Details
- Technical Specifications
- Provide necessary documentation for ARPA Reimbursement

Task 2 - Provide Bid & Construction Phase Services (CPS)

1. M|P will attend the Pre-Bid Meeting.
2. M|P will attend Bid Opening and prepare certified bid tabulation.
3. M|P will attend the Pre-Construction Conference.
4. M|P will conduct monthly (or as needed) progress meetings with the contractor and owner.
5. M|P will attend any additional project specific meetings requested by the owner.
6. M|P will review construction submittals.

7. Field and respond to construction "Request for Information" (RFI's) from the Contractor.
8. M|P will review monthly pay estimates, verify work complete, and approve pay applications.
9. Perform periodic inspections of construction activities to assure engineered documents are being adhered to by the Contractor. One site inspection will be performed per week at a minimum of 1-2 hours per visit during the duration of the Construction. Inspection logs will be prepared, including photographs, and will be provided to the Client. M|P will utilize our construction software platform, Procore, for this project. A 60 day construction time frame is anticipated
10. Perform one (1) substantial completion inspection and provide a punch list for work items to the Contractor.
11. Perform one (1) final inspection at the completion of the punch list items by the Contractor.

II. DESIGN FEE PROPOSAL

Task 1 Civil Design Phase	\$6,000
Task 2 Bid & Construction Phase	\$3,000

Total Fee \$ 9,000

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2023

Signature

Printed or typed name

Title

Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 12**
(Hilo Way West Drainage)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 4.21.23 WA12- Hilo Way West.

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Professional Engineer
Professional Engineer

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Ben Sellers, P.E.
Jason Polite, P.E.

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST**Contract Maximums:**

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 9,000 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 12, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Diamondhead

By; _____

WITNESS this my signature in execution hereof, this the 21th day of April, 2023.

By:



Gerrod Kilpatrick, P.E.,



ATTEST: _____

[illegible]

3.22

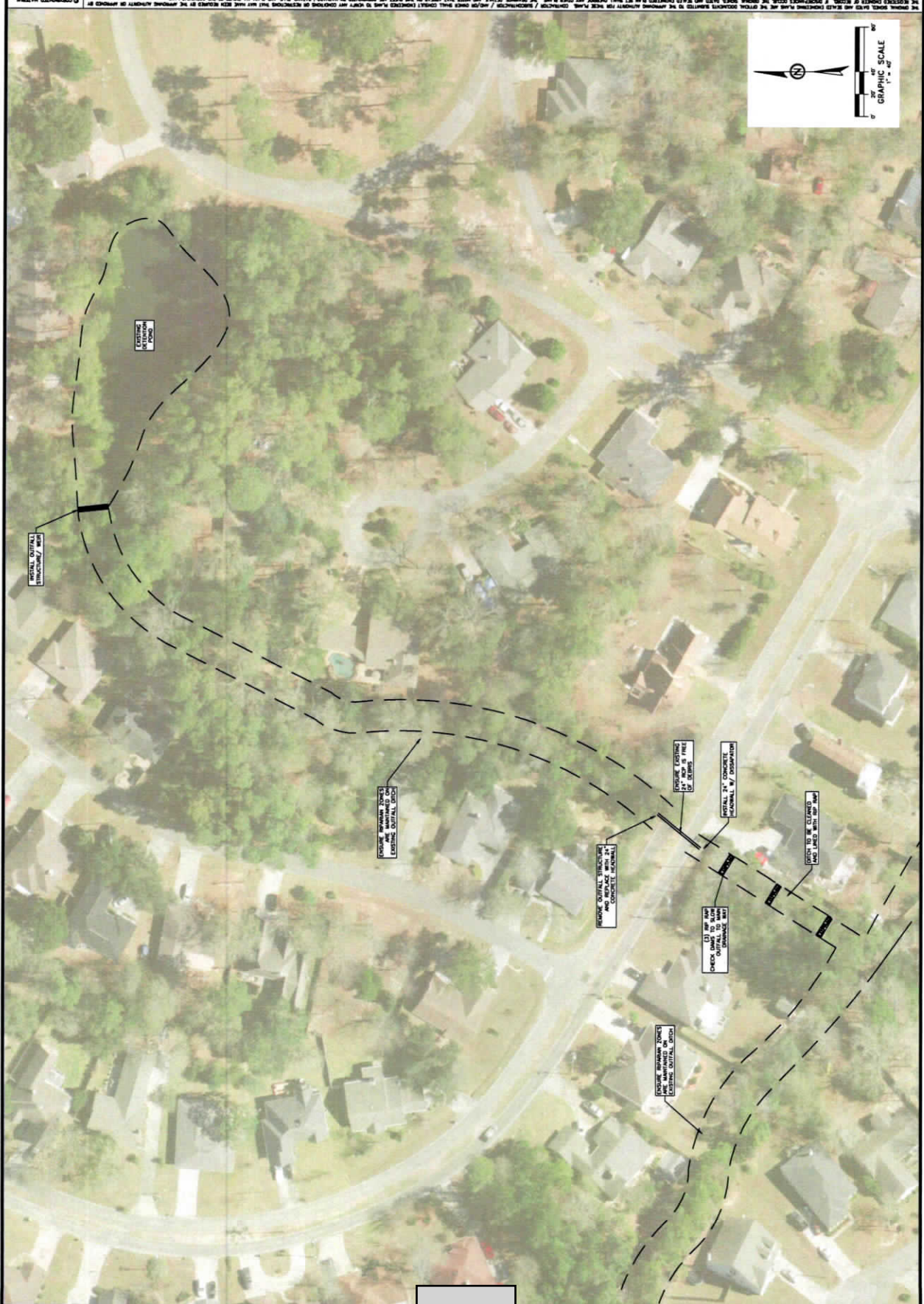
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL, DRAWING
IF NOT ONE INCH ON THIS SHEET
SCALES ACCORDING

DRAINAGE EXHIBIT

DIAMONDHEAD, MS
DRAINAGE IMPROVEMENTS
HILO WAY WEST

SCALE: AS INDICATED
PROJECT NO: 0275.22.004
DRAWN BY: BJS
CHECKED BY: CLM

DESIGN GROUP
Architecture • Planning • Engineering
 "Designed to Build"
 Bradford A. Jones, AIA
 918 Howard Ave Suite F
 Bloom, Mississippi 39530
 Office: 228.388.1950
 Fax: 228.388.1971
mddesigngroup.us



Opinion of Probable Cost - Hilo Way West Drainage Improvements (3.22)
August 10, 2022

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	\$25,000.00	\$25,000.00
Demolition/Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00
SWPPP Measures Installation & Maintenance	1	LS	\$7,500.00	\$7,500.00
Traffic Control Measures	1	LS	\$10,000.00	\$10,000.00
Muck Excavation	290	CY	\$13.00	\$3,770.00
Select Fill	75	CY	\$18.00	\$1,350.00
Rip Rap (100lb)	275	SY	\$110.00	\$30,250.00
Outfall Structure/Weir	1	EA	\$6,800.00	\$6,800.00
24" Headwall	2	EA	\$3,600.00	\$7,200.00
			Subtotal	\$111,870.00
			Contingency (10%)	\$11,187.00
			Total	\$123,057.00

Chiniche Engineering & Surveying

407 Highway 90

Bay St. Louis, MS 39520

+1 2284676755

jason@jjc-eng.com

https://jjc-eng.com/

**INVOICE****BILL TO**

City of Diamondhead

INVOICE # 17-057-0180**DATE** 07/11/2023**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/08/2023	Senior Project Manager	review permit documentation/progress	1:00	175.00	175.00
06/27/2023	Senior Project Manager	permitting	1:00	175.00	175.00
06/30/2023	Principal	project coordination, calls and OPC revisions	2.50	195.00	487.50

Canal Dredging

BALANCE DUE

\$837.50

Chiniche Engineering & Surveying

407 Highway 90

Bay St. Louis, MS 39520

+1 2284676755

jason@jjc-eng.com

https://jjc-eng.com/

**INVOICE****BILL TO**

17-057-00-07-2023

Diamondhead GIS

INVOICE # 17-057-0181**DATE** 07/11/2023**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/18/2023	Senior Project Manager	Diamondhead GIS	1:30	145.00	217.50
05/10/2023	Senior Project Manager	maps	1:00	175.00	175.00
05/12/2023	Senior Project Manager	maps	1:00	175.00	175.00
05/15/2023	Senior Project Manager	maps	1:00	175.00	175.00
07/06/2023	Senior Project Manager	maps for CRS	2:00	175.00	350.00

GIS

BALANCE DUE**\$1,092.50**

Chiniche Engineering & Surveying
 407 Highway 90
 Bay St. Louis, MS 39520
 +1 2284676755
 jason@jjc-eng.com
 https://jjc-eng.com/



INVOICE

BILL TO

City of Diamondhead

INVOICE # 17-057-0184

DATE 07/12/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/08/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
05/12/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
05/15/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
05/18/2023	17-057-2021 Project Engineer	Project Coordination	3:00	95.00	285.00
05/23/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
05/24/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
05/30/2023	17-057-2021 Clerical	RFIs	0:30	50.00	25.00
05/30/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
05/31/2023	17-057-2021 Clerical	Bid Opening Docs	0:30	50.00	25.00
06/01/2023	17-057-2021 Clerical	Dredging Diamondhead Meeting Minutes	0:30	50.00	25.00
06/01/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/02/2023	17-057-2021 Clerical	Bids, Bid Tab and Letter of Transmittal for Bids	0:30	50.00	25.00
06/02/2023	17-057-2021 Project Engineer	Project Coordination	3:00	95.00	285.00
06/05/2023	17-057-2021 Clerical	Bids, Bid Tab and Letter of Transmittal for Bids	1:00	50.00	50.00
06/05/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/06/2023	17-057-2021 Clerical	Project Binders	0:30	50.00	25.00
06/07/2023	17-057-2021 Clerical	Project Binders and Engineer	1:00	50.00	50.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/08/2023	17-057-2021 Clerical	Recommendation Letter			
06/08/2023	17-057-2021 Clerical	Project Binder	0:30	50.00	25.00
06/08/2023	17-057-2021 Clerical	*NOMA DRIVE PHASE 1-B (boat ramp, etc.) PROJECT BINDER	0:30	50.00	25.00
06/08/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/09/2023	17-057-2021 Clerical	Project Binder	0:30	50.00	25.00
06/15/2023	17-057-2021 Clerical	Conformed Specifications and Conformed Plans	1:00	50.00	50.00
06/16/2023	17-057-2021 Clerical	Project Binder	0:30	50.00	25.00
06/21/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/22/2023	17-057-2021 Clerical	Bid Tabulation emails and CAD Form	1:00	50.00	50.00
06/22/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/23/2023	17-057-2021 Clerical	Contracts	1:00	50.00	50.00
06/23/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/26/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/27/2023	17-057-2021 Clerical	Contracts	1:00	50.00	50.00
06/27/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/28/2023	17-057-2021 Clerical	Contracts	1:00	50.00	50.00
06/28/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/29/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/30/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00

Noma Drive Improvements

BALANCE DUE

\$2,570.00

Chiniche Engineering & Surveying
 407 Highway 90
 Bay St. Louis, MS 39520
 +1 2284676755
 jason@jjc-eng.com
 https://jjc-eng.com/



INVOICE

BILL TO

City of Diamondhead

INVOICE # 17-057-0182

DATE 07/12/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/30/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
05/31/2023	17-057-2021 Project Engineer	Project Coordination	1:30	95.00	142.50
06/01/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
06/05/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/07/2023	17-057-2021 Instrument Person	17-053-03	2:00	41.00	82.00
06/07/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/08/2023	17-057-2021 Clerical	*17-057-003 MONTJOY CREEK PROJECT BINDER	0:30	50.00	25.00
06/09/2023	17-057-2021 Clerical	Project Binder	0:30	50.00	25.00
06/12/2023	17-057-2021 Cad	INSERT NEW POINTS FOR FUTURE DESIGN	1:00	70.00	70.00
06/12/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50
06/14/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/15/2023	17-057-2021 Cad	POINT REVIEW & PROPOSED NEW LAYOUT	3:00	70.00	210.00
06/15/2023	17-057-2021 Professional Land S	Calcs and review data from crew.	2:00	98.00	196.00
06/26/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
06/29/2023	17-057-2021 Project Engineer	Project Coordination	0:30	95.00	47.50

Montjoy Creek

BALANCE DUE

\$1,558.00



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

Project Title Project Number Invoice #		Bank Stabilization Project			
		16175.08			
		16175.08-63			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 120,000.00	\$ -	\$ 24,000.00	\$ 96,000.00	20%
Engineering and Design	\$ 265,000.00	\$ -	\$ -	\$ 265,000.00	0%
Permitting	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0%
Total	\$ 120,000.00	\$ -	\$ 24,000.00	\$ 96,000.00	20%



2300 14th Street
Gulfport, MS 39501

Bill To:

City of Diamondhead

Invoice

Item No. 11.

Invoice #: 16175.08-63
Invoice Date: 7/10/2023
Due Date: 8/9/2023
Project: FP WA 2
P.O. Number: 2023-0257
Terms: Net 30

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Bank Stabilization Project PO #2023-0257 Requisition #R-05205 Services Provided through 6/30/2023			
Surveying	0.2	120,000.00	24,000.00
Engineering and Design	0	265,000.00	0.00
Permitting	0	45,000.00	0.00

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

Total \$24,000.00

Payments/Credits \$0.00

Balance Due \$24,000.00



July 12, 2023

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

Re: Professional Services – City of Diamondhead Bank Stabilization Project

Dear Mr. McCraw:

Enclosed, for your review and approval, is a copy of Invoice #16175.08-63 services through 6/30/2023 for the referenced project.

To date, we have completed all the field work for the topographic survey including obtaining LiDAR. Currently, drafting on the existing conditions is approximately 80% complete and expected to be completed in the next 2 weeks.

Additionally, the existing boundary survey has been performed in the following areas:

- Between Kailua Place and Diamondhead Drive East with portions of Hana Court, Hana Place and Anahola Place.
- Between Kalipekona Way and Diamondhead Drive North with portions near Apelehama Road and Kalipekona Court.

Next steps will be finalizing the existing conditions from the topographic survey, finalizing the existing boundary survey. Once the surveys are finalized, preliminary design will be prepared for determining property acquisition.



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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink that reads "Andrew Levens". The signature is written in a cursive, flowing style.

Andrew Levens, P.E.
Engineering Manager



DIGITAL ENGINEERING & IMAGING, INC.

Item No. 12.

July 12, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 7 Bond Paving Project
DE Invoice No.: 730-1001.007-05

Dear Mr. McCraw:

Attached please find Invoice No. 05 for professional services on the above referenced project in the amount of **\$7,018.75** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script, reading 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

July 12, 2023

Project No: B7301001.007

Invoice No: 5

Project B7301001.007 COD_Bond Paving Project

Professional Services from May 28, 2023 to July 01, 2023

Phase 010 Preliminary

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	40,845.00	100.00	40,845.00	40,845.00	0.00
Design	136,150.00	100.00	136,150.00	134,131.25	2,018.75
Bidding	13,615.00	36.7242	5,000.00	0.00	5,000.00
Construction Admin	75,000.00	0.00	0.00	0.00	0.00
Total Fee	265,610.00		181,995.00	174,976.25	7,018.75
Total Fee					7,018.75
Total this Phase					\$7,018.75
Total this Invoice					\$7,018.75

Billings to Date

	Current	Prior	Total
Fee	7,018.75	174,976.25	181,995.00
Totals	7,018.75	174,976.25	181,995.00



DIGITAL ENGINEERING & IMAGING, INC.

Item No. 12.

July 12, 2023

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements
DE Invoice No.: 730-1001-34

Dear Mr. McCraw:

Attached please find Invoice No. 34 for professional services on the above referenced project in the amount of **\$1,621.25** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script that reads 'L. Bruce Newton'.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

July 12, 2023
 Project No: B7301001.000
 Invoice No: 34

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from May 28, 2023 to July 01, 2023

Phase	003	Beaux Vue Ph. 2 Drainage Improvements
Task	20	Design

Professional Personnel

	Hours	Rate	Amount
Prine, Michael	1.50	90.00	135.00
Stein, John	10.25	145.00	1,486.25
Totals	11.75		1,621.25
Total Labor			1,621.25

Billing Limits

	Current	Prior	To-Date
Total Billings	1,621.25	20,193.75	21,815.00
Limit			22,612.00
Remaining			797.00

Total this Task \$1,621.25

Total this Phase \$1,621.25

Billings to Date

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	1,621.25	20,193.75	21,815.00
Totals	1,621.25	24,538.75	26,160.00
		Total this Invoice	\$1,621.25

Billing Backup

Digital Engineering & Imaging, Inc.

Wednesday, July 12, 2023

Invoice 34 Dated 7/12/2023

11:49:59 AM

Project	B7301001.000	City of Diamondhead Master Services Agreement 2021
Phase	003	Beaux Vue Ph. 2 Drainage Improvements
Task	20	Design

Professional Personnel			Hours	Rate	Amount	
0052	50 - Prine, Michael	6/27/2023	1.00	90.00	90.00	
0052	50 - Prine, Michael	6/28/2023	.50	90.00	45.00	
0111	35 - Stein, John	6/2/2023	.25	145.00	36.25	
0111	35 - Stein, John	6/23/2023	.50	145.00	72.50	
0111	35 - Stein, John	6/26/2023	4.00	145.00	580.00	
0111	35 - Stein, John	6/27/2023	4.00	145.00	580.00	
0111	35 - Stein, John	6/28/2023	1.50	145.00	217.50	
	Totals		11.75		1,621.25	
	Total Labor					1,621.25
Total this Task						\$1,621.25
Total this Phase						\$1,621.25
Total this Project						\$1,621.25
Total this Report						\$1,621.25

July 12, 2023

Jon McCraw
City Manager
City of Diamondhead
Via email to: jmccraw@diamondhead.ms.gov

Re: Diamondhead Dr. East Retention (Miller) Pond & Lily Pond Dredging
JLB Contractors, LLC
Pickering Firm, Inc. Project No. 26023.00 & 26024.00

Jon:


Transmitted herewith is a copy of Pay Application Four (4) for the above referenced project and contract. We recommend payment approval of this Estimate for JLB Contractors, LLC in the amount of \$167,840.61 by the City of Diamondhead at the next regularly scheduled board meeting.

The next pay application will be the final pay application and be accompanied by the summary change order and closeout documents.

Upon approval and City execution, please return a signed copy to us for our records. We appreciate the opportunity to serve you on this project. Should you have any questions concerning our recommendation, please do not hesitate to contact me.

Sincerely,

PICKERING FIRM, INC.



Anthony Greer
Project Manager

Enclosures (1): JLB Contractors, LLC Pay App 4

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: Pickering Engineering

PROJECT:

Diamondhead Dr. East Retention Pond
and Lily Pond Dredging

APPLICATION NO: 4

APPLICATION DATE: 07/01/23

PERIOD TO: 5/25/23 to 6/26/23

PROJECT NO: 23-004

FROM CONTRACTOR:

JLB Contractors, LLC
21294 Johnson Road
Long Beach, MS 39560

CONTRACT DATE: 02/20/23

CONTRACT FOR:

Pond Dredging

OWNER: City of Diamondhead

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.

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.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 +/- 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
5. RETAINAGE:
 - a. 2.5% of Completed Work (Column D + E on G703)
 - b. 5% of Stored Material (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$	579,322.00
	\$0.00
	\$579,322.00
\$	579,321.95
\$	14,483.05
	\$0.00
	\$14,483.05
	\$564,838.90
	\$396,998.29
	\$167,840.61
	\$14,483.10

CONTRACTOR: JLB Contractors, LLC

By: 

Date: 07/12/2023

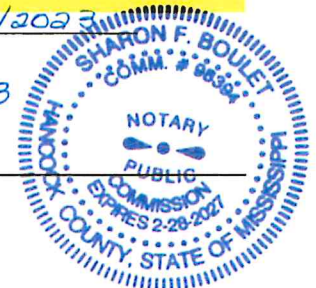
State of: Mississippi

County of: Hancock

Subscribed and sworn to before me this

12th day of July, 2023

Notary Public:



In accordance with the Contract Documents, based on on-site observations and the data comprising this 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

\$167,840.61

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

ENGINEER:

By: 

Date: 7/12/2023

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.

Owner: (if applicable)

By: _____

Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months		
Total approved this Month		
TOTALS:	\$0.00	
NET CHANGES by Change Order:		\$0.00

APPLICATION NO: 4
APPLICATION DATE: 07/01/23
PERIOD TO: 5/25/23 to 6/26/23
PROJECT NO: 23-004

Page 139

EXHIBIT "C"**WORK ASSIGNMENT
WORK ASSIGNMENT NO 3 –
ARPA Project**

PROJECT NUMBER: - Kaleki Way Drainage Project - (605)

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC on the 29th day of October 2021.

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

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

**SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR
PHASE**

The city has experienced stormwater conveyance problems on the following streets within drainage areas 55 and 56 (Diamondhead Drive, Ieke Drive, Kaleki Way and Amoka Drive). This area was included in the Stormwater Master Plan – Watershed A – Phase II Drainage Report completed by Covington. This study identified conveyance issues, including but not limited to, undersized drainage culverts, poorly installed drainage culverts, ponding and ditches which need grades re-established. The scope of work to complete engineering, design and permitting for this project will be based on the findings identified attached findings from the stormwater management plan report.

Existing Studies: The following existing studies have been completed and will be utilized in the development of the modeling, plans and specifications for the proposed improvements.

- Covington Civil & Environmental – Stormwater Master Plan – Watershed A – Phase II Drainage Report March 2023

Scope of Work: Covington will complete the following scope of work:

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. In addition, Covington will complete boundary surveying to determine the city right of way and easements within the affected project area. Land acquisition documents or surveying is not included in this scope of work.

Permitting:

The majority of work is contemplated to be within existing roadside ditches and existing underground conveyance systems. Any permit is anticipated to be completed under a nationwide or general permit.

Engineering and Design:

Based on the detailed survey and on-site inspections, Covington will prepare final construction drawings, contract specifications, bid schedule and engineer's estimate. The final design may vary from the attached conceptual improvements based on conditions identified during the surveying and design phase of the project. Final design documents will be submitted to the City for review and approval prior to bidding of the project.

Bidding:

After the final design documents have been approved by the City, Covington will assist the City in issuing the bid documents for bidding. Covington will hold a pre-bid conference for potential contractors, will address questions raised by contractors, will prepare any necessary addendums, and will open submitted bids on bid date. Covington will then tabulate the bids, review contractor qualifications, and assist the city with contractor selection.

Construction Inspection and Administration:

During construction, Covington will provide construction engineering services to include periodic site visits as necessary, reviewing shop drawings and construction submittals, reviewing contractor pay requests, and recommending payment to owner, reviewing and addressing contractor requests for information and issuing any necessary changes through work directives and/or change orders. Additionally, Covington will furnish a part-time on-site project inspector to inspect the performance of the work of the contractor in compliance with the approved plans and specifications. The furnishing of such services will not make Covington responsible for or

guarantee the Contractor's performance. Covington or its representatives shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractors superintendent.

Task	Fee
Surveying	\$ 20,000.00
Permitting	\$ 2,500.00
Engineering and Design	\$ 22,000.00
Bidding	\$ 4,500.00
Construction Inspection and Administration	\$ 22,500.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *August 30, 2024*, at 11:59 P.M. CDT.

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

CONSULTANT PROJECT

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$71,500.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.

Both parties hereto represent that they have authority to enter into Work Assignment No. 3 Kaleki Way Drainage Project, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental



Ben Benvenuti, Principal Engineer



EXHIBIT "C"

WORK ASSIGNMENT
WORK ASSIGNMENT NO 4 –
ARPA Project

PROJECT NUMBER: - Kalae Drainage Project --(6/10)

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC on the 29th day of October 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR
PHASE

Existing Studies: The following existing studies have been completed and will be utilized in the development of the plans and specifications for the proposed improvements.

- Covington Civil & Environmental – Stormwater Master Plan – Watershed A – Phase II Drainage Report March 2023

Scope of Work: Covington will complete the following scope of work:

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. In addition, Covington will complete boundary surveying to determine the city right of way and easements within the affected project area. Land acquisition documents or support are not included in this scope of work.

Engineering and Design:

Based on the detailed survey and on-site inspections, Covington will prepare final construction drawings, contract specifications, bid schedule and engineer's estimate. The final design may vary from the attached conceptual improvements based on conditions identified during the surveying and design phase of the project. Final design documents will be submitted to the City for review and approval prior to bidding of the project.

Bidding:

After the final design documents have been approved by the City, Covington will assist the City in issuing the bid documents for bidding. Covington will hold a pre-bid conference for potential contractors, will address questions raised by contractors, will prepare any necessary addendums, and will open submitted bids on bid date. Covington will then tabulate the bids, review contractor qualifications, and assist the city with contractor selection.

Construction Inspection and Administration:

During construction, Covington will provide construction engineering services to include periodic site visits as necessary, reviewing shop drawings and construction submittals, reviewing contractor pay requests, and recommending payment to owner, reviewing and addressing contractor requests for information and issuing any necessary changes through work directives and/or change orders. Additionally, Covington will furnish a part-time on-site project inspector to inspect the performance of the work of the contractor in compliance with the approved plans and specifications. The furnishing of such services will not make Covington responsible for or guarantee the Contractor's performance. Covington or its representatives shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractors superintendent.

Task	Fee
Surveying	\$ 5,000.00
Engineering and Design	\$ 5,500.00
Bidding	\$ 4,500.00
Construction Inspection and Administration	\$ 4,500.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *August 30, 2024*, at 11:59 P.M. CDT.

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

CONSULTANT PROJECT

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$19,500.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.

Both parties hereto represent that they have authority to enter into Work Assignment No. 4 Kalae Drainage Project, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental



Ben Benvenuti, Principal Engineer

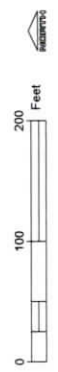
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NO.	DATE	REVISION/ISSUE

KALAE STREET
STORMWATER IMPROVEMENTS
CITY OF DIAMONDHEAD

KALAE STREET	DATE: 01/24/23	SHEET NUMBER: 1
	DESIGNED BY: J.S. NOTED	
	CHECKED BY: J.S. NOTED	
	APPROVED BY: J.S. NOTED	
	PROJECT NUMBER: 2022-01-01	

Item No. 14.



KALAE STREET IMPROVEMENTS
SCALE: 1" = 50'

EXHIBIT "C"

WORK ASSIGNMENT
WORK ASSIGNMENT NO 5 –
ARPA Project

PROJECT NUMBER: - Turnberry Drainage Project - (608)

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC on the 29th day of October 2021.

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

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

*SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR
 PHASE*

Existing Studies: The following existing studies have been completed and will be utilized in the development of the modeling, plans and specifications for the proposed improvements.

- Covington Civil & Environmental – Stormwater Master Plan – Watershed A – Phase II Drainage Report March 2023

Scope of Work: Covington will complete the following scope of work:

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. In addition, to the topographic survey, Covington will survey the pond within the project limits to complete the sediment removal scope of work. Covington will complete boundary surveying to determine the city right of way and easements within the affected project area. Land acquisition documents for additional easements are expected for up to 6 parcels.

Permitting:

This project is anticipated to be completed under a nationwide or general permit.

Engineering and Design:

Based on the detailed survey and on-site inspections, Covington will prepare final construction drawings, contract specifications, bid schedule and engineer's estimate. The final design may vary from the attached conceptual improvements based on conditions identified during the surveying and design phase of the project. Final design documents will be submitted to the City for review and approval prior to bidding of the project.

Bidding:

After the final design documents have been approved by the City, Covington will assist the City in issuing the bid documents for bidding. Covington will hold a pre-bid conference for potential contractors, will address questions raised by contractors, will prepare any necessary addendums, and will open submitted bids on bid date. Covington will then tabulate the bids, review contractor qualifications, and assist the city with contractor selection.

Construction Inspection and Administration:

During construction, Covington will provide construction engineering services to include periodic site visits as necessary, reviewing shop drawings and construction submittals, reviewing contractor pay requests, and recommending payment to owner, reviewing and addressing contractor requests for information and issuing any necessary changes through work directives and/or change orders. Additionally, Covington will furnish a part-time on-site project inspector to inspect the performance of the work of the contractor in compliance with the approved plans and specifications. The furnishing of such services will not make Covington responsible for or guarantee the Contractor's performance. Covington or its representatives shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractors superintendent.

Task	Fee
Surveying	\$ 19,000.00
Permitting	\$ 2,500.00
Engineering and Design	\$ 16,000.00
Bidding	\$ 4,500.00
Construction Inspection and Administration	\$ 9,500.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until August 30, 2024, at 11:59 P.M. CDT.

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

CONSULTANT PROJECT

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$51,500.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.

Both parties hereto represent that they have authority to enter into Work Assignment No. 5 Turnberry Drainage Project, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental

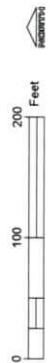
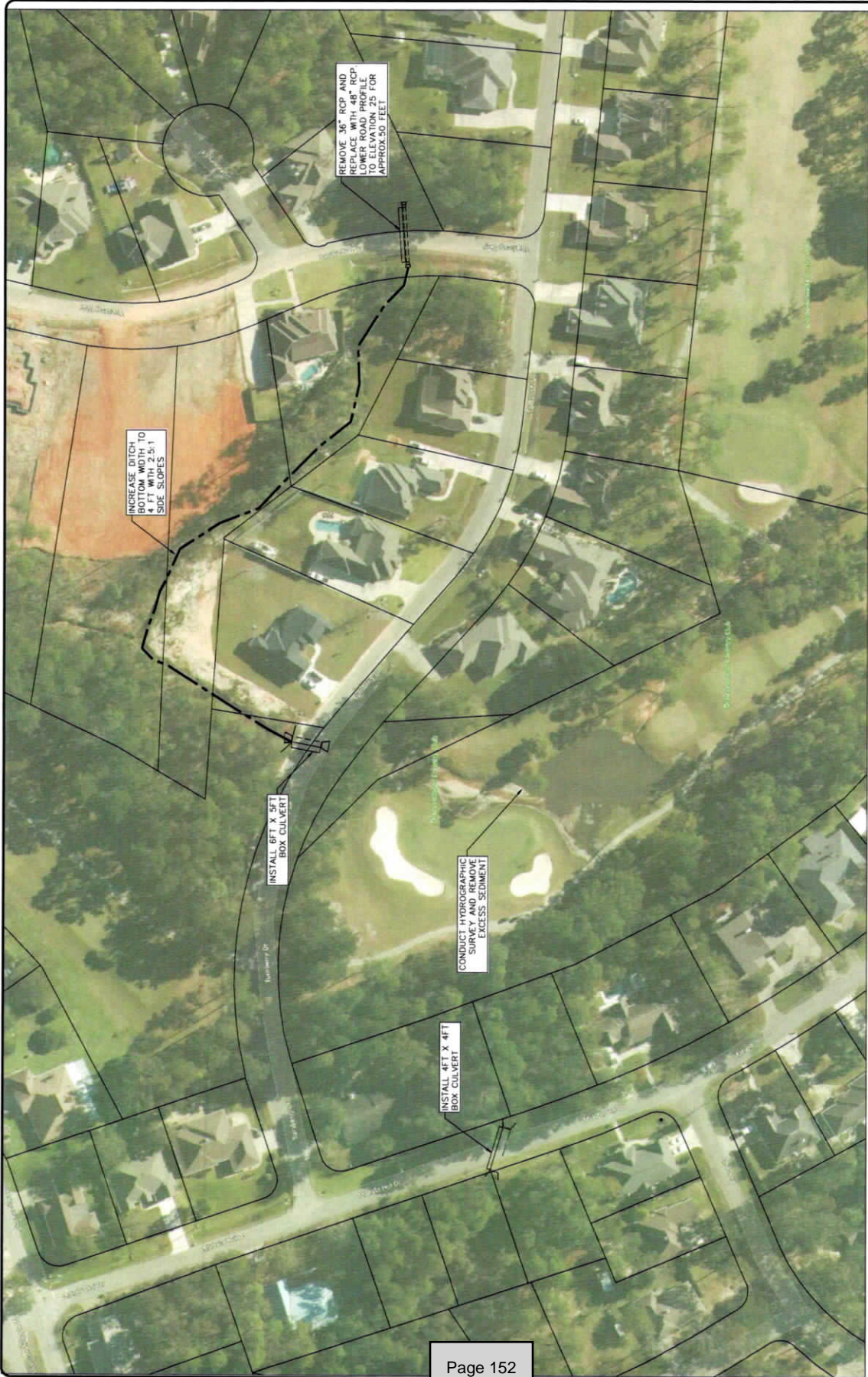

Ben Benvenuti, Principal Engineer

NO.	DATE	REVISION/ISSUE

TURNBERRY
STORMWATER IMPROVEMENTS
 CITY OF DIAMONDHEAD

TURNBERRY	DATE: 01/24/23	SHEET: 10
	AS NOTED	
	BY: [Signature]	
	CHECKED: [Signature]	
	DATE: 01/24/23	

Item No. 14.



TURNBERRY IMPROVEMENTS
 SCALE 1" = 50'

MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM

CONTRACT MODIFICATION FORM

Name of Grant Recipient:	City of Diamondhead			
Grant Number:	GCRF-20-05	Project Name:	Commercial District Transformation	
Name of Responsible Person:	Jon McCraw	Title:	City Manager	
Phone Number:	228-222-5120	Email Address:	jmccraw@diamondhead.ms.gov	
Modification #:	01			
Modification Type(s):	Budget Modification:	<input checked="" type="checkbox"/>	Timeline Modification:	<input type="checkbox"/>
	Scope of Work Modification:	<input type="checkbox"/>	Use of Funds Modification:	<input type="checkbox"/>

Budget Changes

(Document changes to the project budget, both GCRF and matching funds)

Activity/Line Item (indicate if GCRF or Match)	Current Budget	Proposed Budget	Change (+/-)
Land Acquisition/GCRF	500,000.00	75,000.00	- 425,000.00
Construction/GCRF	850,000.00	1,275,000.00	+ 425,000.00
TOTAL	1,350,000.00	1,350,000.00	

Explanation of Modification

(Provide an explanation of the contract modification requested and justification for its approval.)

The project did not require as much land acquisition as originally projected. In lieu of acquiring new properties, the city chose to develop the roadway within current city right of ways.

Name of Chief Elected Official	Title of Chief Elected Official
Signature of Chief Elected Official	Date

MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM

CONTRACT MODIFICATION FORM

Name of Grant Recipient:	City of Diamondhead		
Grant Number:	GCRF-21-05	Project Name:	Commercial District Transformation
Name of Responsible Person:	Jon McCraw	Title:	City Manager
Phone Number:	228-222-5120	Email Address:	jmccraw@diamondhead.ms.gov
Modification #:	01		
Modification Type(s):	Budget Modification:	<input type="checkbox"/>	Timeline Modification:
	Scope of Work Modification:	<input checked="" type="checkbox"/>	Use of Funds Modification:

Budget Changes

(Document changes to the project budget, both GCRF and matching funds)

Activity/Line Item (indicate if GCRF or Match)	Current Budget	Proposed Budget	Change (+/-)
TOTAL			

Explanation of Modification

(Provide an explanation of the contract modification requested and justification for its approval.)

Due to the increased cost of phase 1, the city request to change the current project. The City of Diamondhead is asking that the scope of work be modified to allow for the completion of phase two of the extension of Park Ten Drive and Leisure Time Drive to Nome Drive.

Name of Chief Elected Official	Title of Chief Elected Official
Signature of Chief Elected Official	Date

MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM

CONTRACT MODIFICATION FORM

Name of Grant Recipient:	City of Diamondhead		
Grant Number:	GCRF-23-05	Project Name:	Commercial District Transformation
Name of Responsible Person:	Jon McCraw	Title:	City Manager
Phone Number:	228-222-5120	Email Address:	jmccraw@diamondhead.ms.gov
Modification #:	01		
Modification Type(s):	Budget Modification:	<input checked="" type="checkbox"/>	Timeline Modification:
	Scope of Work Modification:	<input type="checkbox"/>	Use of Funds Modification:

Budget Changes

(Document changes to the project budget, both GCRF and matching funds)

Activity/Line Item (indicate if GCRF or Match)	Current Budget	Proposed Budget	Change (+/-)
Land Acquisition/GCRF	100,000.00	0.00	- 100,000.00
Construction/GCRF	2,115,000.00	2,215,000.00	+ 100,000.00
TOTAL	2,215,000.00	2,215,000.00	

Explanation of Modification

(Provide an explanation of the contract modification requested and justification for its approval.)

The project did not require as much land acquisition as originally projected. In lieu of acquiring new properties, the city chose to develop the roadway within current city right of ways.

Name of Chief Elected Official	Title of Chief Elected Official
Signature of Chief Elected Official	Date

MISSISSIPPI GULF COAST RESTORATION FUND (GCRF) PROGRAM

CONTRACT MODIFICATION FORM

Name of Grant Recipient:	City of Diamondhead		
Grant Number:	GCRF-23-05	Project Name:	Commercial District Transformation
Name of Responsible Person:	Jon McCraw	Title:	City Manager
Phone Number:	228-222-5120	Email Address:	jmccraw@diamondhead.ms.gov
Modification #:	02		
Modification Type(s):	Budget Modification:	<input type="checkbox"/>	Timeline Modification:
	Scope of Work Modification:	<input checked="" type="checkbox"/>	Use of Funds Modification:

Budget Changes

(Document changes to the project budget, both GCRF and matching funds)

Activity/Line Item (indicate if GCRF or Match)	Current Budget	Proposed Budget	Change (+/-)
TOTAL			

Explanation of Modification

(Provide an explanation of the contract modification requested and justification for its approval.)

Due to the increased costs of phase 1, 2 and 3, the city requests to change the current project. The City of Diamondhead is asking that the scope of work be modified to allow for the completion of phase three of the extension of Park Ten Drive and Leisure Time Drive to Noma Drive, and phase two of the Noma Drive restoration.

Name of Chief Elected Official	Title of Chief Elected Official
Signature of Chief Elected Official	Date



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

REQUEST FOR REALLOCATION OF FUNDS TIDELANDS TRUST FUND PROGRAM	
APPROPRIATED PROJECT	
1. TIDELANDS PROJECT NUMBER FY22-P510-03 DH	2. TIDELANDS PROJECT TITLE Noma Drive Public Access Improvements
REQUESTED REALLOCATION TO	
3. TIDELANDS PROJECT NUMBER FY23-P510-10DH MUST BE AN INCOMPLETE APPROPRIATED PROJECT	4. TIDELANDS PROJECT TITLE Noma Drive Public Access Improvements
5. REQUESTING ORGANIZATION	
NAME City of Diamondhead	6. REQUESTED AMOUNT TO BE REALLOCATED
STREET 5000 Diamondhead Circle	
ADDRESS	
CITY, STATE Diamondhead, MS 39525	
ZIP	
7. REASON AND PURPOSE FOR REQUESTED REALLOCATION -REQUEST MUST BE WITHIN THE SCOPE OF THE RECEIVING PROJECT'S APPLICATION The goals and objectives of these two grants FY22-P510-03DH and FY23-P510-10DH are to improve Public Access to coastal waterways at Noma Drive to include an improved boat launch, restoration of waterways, timber access piers, floating ADA approved Kayak Launch, timber fishing and bird watching piers, parking, portable restroom facilities, landscaping, seating areas, boardwalk, property acquisition and utilities. FY21-P510-01DH is phase 1 of this project and P22-P510-03DH is phase 2 of the same project. The work of these two grant projects will be done in conjunction as one project. This will streamline the biannual progress reporting requirements and allow for one all-encompassing final report.	
<hr/> SIGNATURE OF AUTHORIZED OFFICIAL <hr/> Jon McCraw, City Manager <hr/> TYPED OR PRINTED NAME AND TITLE	
<hr/> LESLIE BREWER, CHIEF FINANCIAL OFFICER, MDMR <hr/> <hr/> JOE SPRAGGINS, EXECUTIVE DIRECTOR, MDMR <hr/>	
<hr/> DATE REQUEST SUBMITTED <hr/> 228-222-4626 <hr/> TELEPHONE	
<hr/> DATE APPROVED <hr/> <hr/> DATE APPROVED <hr/>	

*TTF-6 Reallocation form must be accompanied with written Legislative approval. One from the House of Representatives and One from the Senate.

Agenda Item #2023- 274

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City ClerkFROM: S. Finley Ward 1DATE: 07/10/2023

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

AGENDA LOCATION: ☐ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED


07/18/2023

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

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

REQUIRED SIGNATURE

REQUESTED BY:



COUNCIL ACTION:

☐ Approved
 ☐ Denied
 ☐ Tabled/Deferred
 ☐ Info Only

Completed:

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR
THE UPCOMING FISCAL YEAR 2024 FOR THE CITY OF DIAMONDHEAD MISSISSIPPI**

The City of Diamondhead will hold a public hearing on its proposed budget and proposed tax levies for Fiscal Year 2024 at 6:00 p.m. on August 15, 2023 in Council Chambers at City Hall located at 5000 Diamondhead Circle, Diamondhead, MS 39525.

The City of Diamondhead is now operating with projected total budget revenue of \$5,118,150 (60 percent) or \$3,068,500 of such revenue is obtained through ad valorem taxes. For the next fiscal year October 1, 2023 ending September 30, 2024, the proposed budget has total projected revenue of \$5,315,450. Of that amount, (56 percent) or \$2,998,000 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the ad valorem tax millage rate for Fiscal Year 2024 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for Fiscal Year 2023.

Any citizen of the City of Diamondhead is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2024 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Jeannie Klein
City Clerk

- *The advertisement shall be no less than one-fourth (1/4) page in size*
- *Type used shall be no smaller than eighteen (18) point*
- *Surrounded by a one-fourth-inch solid black border.*
- *The advertisement may not be placed in that portion of the newspaper where legal notices and classified advertisements appear.*

Please run add on the following dates:

July 27, 2023

August 1, 2023

August 10, 2023

CITY OF DIAMONDHEAD, MISSISSIPPI

BUDGET OF ESTIMATED REVENUES AND EXPENDITURES

For the Fiscal Years Ending September 30, 2022 and 2023

	Current FY23 Budget	Proposed FY24 Budget
General Fund		
REVENUES		
General Property Tax	3,068,500	2,998,000
Licenses & Permits	470,750	470,750
Intergovernmental Revenue	1,502,700	1,542,700
Charges for Governmental Services	500	1,000
Fines & Forfeitures	35,000	35,000
Miscellaneous	40,700	268,000
TOTAL REVENUES	5,118,150	5,315,450
EXPENDITURES		
Legislative - Council	52,760	52,260
Judicial - Municipal Court	193,589	155,444
Administration	1,029,695	901,513
Police	1,254,097	1,219,914
Building Planning & Zoning	521,100	464,385
Public Works	2,315,987	2,173,203
Economic Development	135,200	126,600
Debt Services	184,450	183,777
City Grant Matching Funds	400,000	700,000
TOTAL EXPENDITURES	6,086,877	5,977,095
Excess(Deficiency) of Revenue over Expenditures	-968,727	-661,645
Other Fund Sources (Uses)		
Beginning Fund Balance	2,847,800	1,260,073
Transfer Out to Other Funds	-2,000,000	-388,519
Transfer In from Other Funds	1,381,000	0
Excess(Deficiency) of Revenue over Expenditures	-968,727	-661,645
Ending Fund Balance	1,260,073	209,909
Contingency Fund		
REVENUES	0	0
EXPENDITURES	0	0
Excess(Deficiency) of Revenue over Expenditures	0	0
Other Fund Sources (Uses)		

Beginning Fund Balance	0	2,000,000
Transfer In from General Fund	2,000,000	
Excess(Deficiency) of Revenue over Expenditures	0	0
Ending Fund Balance	<u>2,000,000</u>	<u>2,000,000</u>
<u>MS Infrastructure Modification Fund</u>		
REVENUES	<u>80,000</u>	<u>582,000</u>
EXPENDITURES	<u>390,751</u>	<u>580,722</u>
Excess(Deficiency) of Revenue over Expenditures	<u>-310,751</u>	<u>1,278</u>
Other Fund Sources (Uses)		
Beginning Fund Balance	327,276	16,525
Transfer In from General Fund		
Excess(Deficiency) of Revenue over Expenditures	-310,751	1,278
Ending Fund Balance	<u>16,525</u>	<u>17,803</u>
<u>Grant Funds</u>		
REVENUES	<u>6,347,752</u>	<u>10,090,401</u>
EXPENDITURES	<u>6,747,752</u>	<u>10,334,476</u>
Excess(Deficiency) of Revenue over Expenditures	<u>-400,000</u>	<u>-244,075</u>
Other Fund Sources (Uses)		
Cash - Beginning Fund Balance	582,026	182,027
Transfer Out to General Fund		
Transfer In from General Fund	0	0
Excess(Deficiency) of Revenue over Expenditures	-400,000	-244,075
Cash - Ending Fund Balance	<u>182,027</u>	<u>-62,048</u>
<u>American Rescue & Recovery Fund</u>		
REVENUES	<u>2,000,500</u>	<u>500</u>
EXPENDITURES	<u>2,000,500</u>	<u>2,000,000</u>
Excess(Deficiency) of Revenue over Expenditures	<u>0</u>	<u>-1,999,500</u>
Other Fund Sources (Uses)		
Cash - Beginning Fund Balance	0	1,610,981
Transfer In from General Fund	0	388,519
Excess(Deficiency) of Revenue over Expenditures	0	-1,999,500
Cash - Ending Fund Balance	<u>0</u>	<u>0</u>
<u>Hancock County GOMESA -Match</u>		
REVENUES	<u>0</u>	<u>2,000,000</u>
EXPENDITURES	<u>0</u>	<u>2,000,000</u>

Excess(Deficiency) of Revenue over Expenditures

0	0
----------	----------

Other Fund Sources (Uses)

Cash - Beginning Fund Balance	0	0
Transfer In from General Fund	0	0
Excess(Deficiency) of Revenue over Expenditures	0	0
Cash - Ending Fund Balance	0	0

FY22 Bond Issue**REVENUES**

5,040,000	1,000
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EXPENDITURES

5,040,000	0
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Excess(Deficiency) of Revenue over Expenditures

0 0	1,000
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Other Fund Sources (Uses)

Cash - Beginning Fund Balance	0	0
Transfer In from General Fund	0	0
Excess(Deficiency) of Revenue over Expenditures	0	1,000
Cash - Ending Fund Balance	0	1,000

Solid Waste Fund**REVENUES**

620,250	691,568
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EXPENDITURES

723,840	804,418
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Excess(Deficiency) of Revenue over Expenditures

-103,590	-112,850
-----------------	-----------------

Other Fund Sources (Uses)

Cash - Beginning Fund Balance	248,761	145,171
Transfer In from General Fund		
Excess(Deficiency) of Revenue over Expenditures	-103,590	-112,850
Cash - Ending Fund Balance	145,171	32,321

Summary of All Funds**REVENUES**

General Fund	5,118,150	5,315,450
Grants	6,347,752	10,090,401
MS Infrastructure Modification Fund	80,000	582,000
Solid Waste	620,250	691,568
American Rescue & Recovery Fund	2,000,500	500
Hancock County GOMESA - Match		2,000,000
General Obligation Bond 2022	5,040,000	1,000
TOTAL REVENUES	19,206,652	18,680,919

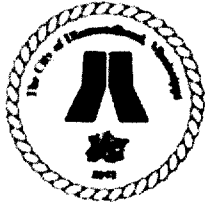
EXPENDITURES

General Fund	6,086,877	5,977,095
Grants	6,747,752	10,334,476

MS Infrastructure Modification Fund	390,751	580,722
Solid Waste	723,840	804,418
American Rescue & Recovery Fund	2,000,500	
Hanock County GOMESA Match		2,000,000
General Obligation Bond 2022	5,040,000	0
TOTAL EXPENDITURES	<u>20,989,719</u>	<u>19,696,711</u>
Excess(Deficiency) of Revenue over Expenditures	<u>-1,783,067</u>	<u>-1,015,792</u>
Other Fund Sources (Uses)		
Cash - Beginning Balance	4,005,863	5,214,778
Transfers In from General Fund	1,381,000	0
Transfers Out to Other Funds	-2,000,000	-388,519
Excess(Deficiency) of Revenue over Expenditures	-1,783,067	-1,015,792
Cash - Ending Balance	<u>1,603,796</u>	<u>3,810,467</u>
Less 3 Months Operation Expenses	1,252,313	1,216,756
Less Contingency Operating Fund		2,000,000
Less Restricted Funds - MS Infrastructure Funds	16,525	17,803
Less Restricted Funds - Amer Rescue & Recovery I	0	0
Hancock County GOMESA Match	0	0
Less Restricted Funds - Solid Waste	145,171	32,321
Less Restricted - FY22 Bond		1,000
Unrestricted Ending Cash Balance	<u>189,788</u>	<u>542,586</u>

PR Net

Wages	Payroll Pd	Seq No.	Docket #	Description	Paymt Date	Amount	Agenda
PYPKT01375	05/01-05/31	000164	PRCLAIM010164	Net Wages Payable	6/1/2023	1,523.58	7/18/2023
PYPKT01376	05/22-06/04	000165	PRCLAIM010165	Net Wages Payable	6/14/2023	28,867.27	7/18/2023
PYPKT01377	06/05 -06/18	000166	PRCLAIM010166	Net Wages Payable	6/28/2023	30,210.06	7/18/2023



City of Diamondhead, MS

Docket of Claims Register

Item No. 19.

APPKT02019 - June 2023 Payroll Payables

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT230867	American Fidelity						684.84
	06/14/2023	INV0005519	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85	
		INV0005520	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52	
		INV0005521	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	70.75	
		INV0005522	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	38.63	
		INV0005523	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	179.67	
	06/28/2023	INV0005545	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85	
		INV0005546	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52	
		INV0005547	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	70.75	
		INV0005548	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	38.63	
		INV0005549	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	179.67	
DKT230868	Blue Cross Blue Shield of MS						10,763.21
	06/14/2023	INV0005537	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	5,698.26	
	06/28/2023	INV0005563		650-140-112.00	BCBS Withheld/Payable	-633.13	
				650-140-112.00	BCBS Withheld/Payable	5,698.08	
DKT230869	Colonial Life						357.10
	06/14/2023	INV0005524	EE PREMIUM	650-140-113.00	Colonial Withheld	61.08	
		INV0005525	Critical Illness	650-140-113.00	Colonial Withheld	9.12	
		INV0005526	EE Premium	650-140-113.00	Colonial Withheld	18.17	
		INV0005527	EE PREMIUM	650-140-113.00	Colonial Withheld	24.60	
		INV0005528		650-140-113.00	Colonial Withheld	32.80	
		INV0005529		650-140-113.00	Colonial Withheld	32.78	
	06/28/2023	INV0005550		650-140-113.00	Colonial Withheld	61.08	
		INV0005551	Critical Illness	650-140-113.00	Colonial Withheld	9.12	
		INV0005552	EE Premium	650-140-113.00	Colonial Withheld	18.17	
		INV0005553	EE PREMIUM	650-140-113.00	Colonial Withheld	24.60	
		INV0005554		650-140-113.00	Colonial Withheld	32.80	
		INV0005555		650-140-113.00	Colonial Withheld	32.78	

Docket of Claims Register - Council

APPKT02019 - June 2023

Item No. 19.

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT230870	Guardian						925.72
	06/14/2023	INV0005531		ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	6.88
		INV0005532		ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	7.95
		INV0005534		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	302.74
		INV0005535		ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	100.51
		INV0005536		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	58.26
	06/28/2023	INV0005557		ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	6.86
		INV0005558		ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	7.92
		INV0005560		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	302.66
		INV0005561		ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	100.51
		INV0005562		EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	58.23
					650-140-113.01	Guardian Withheld/Payable	-26.80
DKT230871	Internal Revenue Service						29,816.04
	05/31/2023	INV0005511		Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	5,498.34
		INV0005512			650-140-122.01	Medicare Withheld/Payable	1,285.92
		INV0005513			650-140-123.00	Federal Withholding Tax	3,086.23
	06/01/2023	INV0005516			650-140-122.00	Social Security Withheld/Payable	361.64
		INV0005517			650-140-122.01	Medicare Withheld/Payable	84.56
		INV0005518			650-140-123.00	Federal Withholding Tax	145.00
	06/14/2023	INV0005541			650-140-122.00	Social Security Withheld/Payable	5,300.36
		INV0005542			650-140-122.01	Medicare Withheld/Payable	1,239.62
		INV0005543			650-140-123.00	Federal Withholding Tax	2,941.45
	06/28/2023	INV0005567			650-140-122.00	Social Security Withheld/Payable	5,506.78
		INV0005568			650-140-122.01	Medicare Withheld/Payable	1,287.88
		INV0005569			650-140-123.00	Federal Withholding Tax	3,078.26
DKT230872	Morgan White Group						1,402.29
	06/14/2023	INV0005538		Morgan White	650-140-112.01	Morgan White Payable	701.17
	06/28/2023	INV0005564			650-140-112.01	Morgan White Payable	701.12
DKT230873	MS Department of Revenue Payroll						2,151.00
	06/14/2023	INV0005540		Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax	1,034.00
	06/28/2023	INV0005566			650-140-134.00	State Withholding Tax	1,092.00
	07/03/2023	INV0005571			650-140-134.00	State Withholding Tax	25.00
DKT230874	MS Department of Human Services						646.20
	06/14/2023	INV0005533		620583243	650-140-106.00	Garnishment Withheld	323.10
	06/28/2023	INV0005559			650-140-106.00	Garnishment Withheld	323.10

Docket of Claims Register - Council

APPKT02019 - June 2023

Item No. 19.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT230875	Systematized Benefits and Administrators Inc						9,679.30
	06/14/2023	INV0005530	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable		4,839.65
	06/28/2023	INV0005556		650-140-110.00	Deferred Compensation Withheld/Payable		4,839.65
DKT230876	Texas Life						95.55
	06/14/2023	INV0005539	Texas Life	650-140-113.05	Texas Life Withheld		47.78
	06/28/2023	INV0005565		650-140-113.05	Texas Life Withheld		47.77
Total Claims: 10						Total Payment Amount:	56,521.25



City of Diamondhead, MS

Docket of Claims Register -

Item No.20.

APPKT02021 - 7.18.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount
	Payable Date	Payable Number				Line Amount
DKT230877	Coast Electric Power Association		MONTHLY ELECTRIC BILL			20,426.98
	07/18/2023	6/25/23-021		001-301-630.00	Utilities - Streetlights & Other	44.95
		6/25/23-022		001-301-630.00	Utilities - Streetlights & Other	137.19
		6/25/23-023		001-301-630.00	Utilities - Streetlights & Other	51.55
		6/25/23-024		001-301-630.00	Utilities - Streetlights & Other	51.55
		6/25/23-025		001-301-630.00	Utilities - Streetlights & Other	47.77
		6/25/23-027		001-301-630.00	Utilities - Streetlights & Other	51.55
		7/13/23-001		001-301-630.00	Utilities - Streetlights & Other	10,446.75
		7/13/23-002		001-301-630.00	Utilities - Streetlights & Other	1,593.03
		7/9/23-003		001-140-630.00	Utilities - General	2,960.05
				001-301-630.00	Utilities - Streetlights & Other	3,310.03
		7/9/23-005		001-301-630.00	Utilities - Streetlights & Other	84.90
		7/9/23-007		001-301-630.00	Utilities - Streetlights & Other	52.35
		7/9/23-010		001-140-630.00	Utilities - General	69.66
		7/9/23-012		001-140-630.00	Utilities - General	54.50
		7/9/23-016		001-301-630.00	Utilities - Streetlights & Other	50.10
		7/9/23-017		001-301-630.00	Utilities - Streetlights & Other	218.11
		7/9/23-018		001-301-630.00	Utilities - Streetlights & Other	65.81
		7/9/23-019		001-301-630.00	Utilities - Streetlights & Other	56.46
		7/9/23-020		001-301-630.00	Utilities - Streetlights & Other	1,080.67
DKT230878	Covington Civil and Environmental LLC		BANK STABILIZATION PROJECT	191-000-602.00	Professional Fees - Engineering	24,000.00
	07/18/2023	16175.08-63				24,000.00
DKT230879	Cspire Internet Service		INTERNET & PHONE RENTAL FOR THE MONTH OF JUNE			640.93
	07/18/2023	690858-47		001-140-612.00	Internet	208.99
				001-140-643.00	Rent - Phone System	431.94
DKT230880	DAVID'S CHAINSAW & LAWNMOWER REPAIR, LLC		SAW AND BLOWER REPAIR PARTS	001-301-571.00	Repairs & Maintenance - Equipment	367.00
	07/18/2023	42744				367.00

Docket of Claims Register - Council

APPKT02021 - 7 Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT230881	Digital Engineering and Imaging Inc	07/18/2023	730-1001-007-05	BOND PAVING PROJECT	302-301-602.00	Professional Fees - Engineering	8,640.00
			730-1001-34	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	7,018.75
					001-301-602.00	Professional Fees - Engineering	1,500.00
					001-301-602.00	Professional Fees - Engineering	121.25
DKT230882	Dixieland Home Farm and Garden Center Inc	07/18/2023	524809	BAHIA PENSACOLA SEED	001-301-501.00	Supplies	539.98
DKT230883	Eagle Energy	07/18/2023	39354	PUBLIC WORKS FUEL	001-301-525.00	Fuel	2,117.98
			39358		001-301-525.00	Fuel	9.59
					001-301-525.00	Fuel	622.41
					001-301-525.00	Fuel	1,485.98
DKT230884	Eric Nolan	07/18/2023	2022000310	TREE REMOVAL - 7608 FAIRWAY DRIVE	001-280-681.00	Other Services & Charges	100.00
DKT230885	FirstPoint Inc	07/18/2023	17585	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	60.60
DKT230886	FP Mailing Solutions	07/18/2023	RI05823065	POSTAGE METER	001-140-611.00	Postage	81.00
DKT230887	Fuelman	07/18/2023	NP64667014	FOR THE WEEK ENDING 7.02.23	001-200-525.00	Fuel	1,793.42
			NP64714114	FOR THE WEEK ENDING 7.9.23	001-140-525.00	Fuel	925.04
					001-200-525.00	Fuel	48.91
							819.47
DKT230888	GULF COPY SYSTEMS LLC	07/18/2023	3085	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance	278.83
					001-110-506.00	Copier Usage/Maintenance	1.18
					001-140-506.00	Copier Usage/Maintenance	68.16
					001-140-506.00	Copier Usage/Maintenance	32.23
					001-140-506.00	Copier Usage/Maintenance	122.65
					001-200-506.00	Copier Usage/Maintenance	6.28
					001-200-506.00	Copier Usage/Maintenance	45.04
					001-301-506.00	Copier Usage/Maintenance	0.81
					001-301-506.00	Copier Usage/Maintenance	2.48
DKT230889	Hancock County Chamber of Commerce	07/18/2023	DH 6 2023	DIGITAL MARKETING & PUBLIC RELATIONS -- JUNE 2023	001-140-623.00	Membership Dues/Fees	1,000.00

Docket of Claims Register - Council

 APPKT02021 - Item No.20.
 Payment Amount

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230890	Hancock County Sheriffs Office	07/18/2023	2023-DH-006H	INMATE HOUSING FOR JUNE 2023	001-200-689.00	Prisoner's Expense	113,551.64
			2023-DHLE-38	INTERLOCAL AGREEMENT FOR WEEK ENDING 6.3.23	001-110-681.00	Other Services & Charges	280.00
					001-200-690.00	Interlocal Agreement	51.60
					001-200-612.00	Internet	38,071.82
			2023-DHLE-39	INTERLOCAL AGREEMENT FOR WEEK ENDING 6.17.23	001-200-690.00	Interlocal Agreement	246.00
					001-200-612.00	Internet	36,351.33
			2023-DHLE-40	INTERLOCAL AGREEMENT FOR WEEK ENDING 7.1.23	001-110-681.00	Other Services & Charges	246.00
					001-200-690.00	Interlocal Agreement	135.60
					001-200-612.00	Internet	37,923.29
							246.00
DKT230891	Hancock County Solid Waste	07/18/2023	1209	JUNE RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	63,390.72
DKT230892	J&M DISPLAYS, INC.	07/18/2023	57774	2023 FIREWORK DISPLAY	001-653-650.00	Promotions	63,390.72
DKT230893	James J Chiniche PA Inc	07/18/2023	17-057-0180	CANAL DREDGIN IMPROVEMENTS PROJECT	001-301-602.00	Professional Fees - Engineering	4,500.00
			17-057-0181	GIS MAINTENANCE	001-301-602.00	Professional Fees - Engineering	837.50
			17-057-0182	ENGINEER SVS MONTJOY CREEK/PUBLIC ACCESS PROJECT	115-000-602.00	Professional Fees - Engineering Tidelands FY20	1,092.50
			17-057-0184	DESIGN, BIDDING, CEI NOMA DRIVE BOAT LAUNCH/PIER	158-000-602.00	Professional Fees - Engineering Tidelands FY21	1,558.00
DKT230894	JLB CONTRACTORS LLC	07/18/2023	4	MILLER AND LILY POND DREDGING	159-000-912.00	Capital Outlay-Streets & Drainage- GOMESA FY21	2,570.00
DKT230895	King Waste Services LLC	07/18/2023	1684	PORTOLETS - FIREWORK SHOW	001-653-650.00	Promotions	167,840.61
					001-653-650.00	Promotions	167,840.61
					001-653-650.00	Promotions	1,135.00
DKT230896	Lee Tractor	07/18/2023	PI11452	FA #254 REPAIR PARTS	001-301-571.00	Repairs & Maintenance - Equipment	145.00
					001-301-571.00	Repairs & Maintenance - Equipment	190.00
							800.00
							127.50
							31.60
							95.90

Docket of Claims Register - Council

APPKT02021 - Item No.20.

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230897	MAYLEY'S PEST CONTROL 07/18/2023	58807	PEST CONTROL CONTRACT	001-140-634.00	Pest Control	115.00	115.00
DKT230898	MEMORIAL HOSPITAL AT GULFPORT 07/18/2023	1124187	EMPLOYEE DRUG SCREENING FOR EMPLOYMENT	001-301-698.00 001-301-698.00	Misc. Services - Drug Testing & Other Misc. Services - Drug Testing & Other	40.00 40.00	80.00
DKT230899	MS Department of Archives & History 07/18/2023	6/30/2023	1/2 DOCUMENT FILING FEE	650-140-132.00	1/2 DOCUMENT FILING FEE	373.50	373.50
DKT230900	MS Department of Public Safety 07/18/2023	JUNE 2023	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	70.90	70.90
DKT230901	MS Power Company 07/18/2023	JUNE 2023	SURVEILLANCE CONTRACT FOR MAY & JUNE	001-200-681.00	Other Services & Charges	2,530.00	2,530.00
DKT230902	Orion Planning and Design 07/18/2023	22-05-004	ZONING CODE REWRITE	001-280-601.00	Professional Fees - Consulting	4,767.50	4,767.50
DKT230903	Parish Tractor Co LLC 07/18/2023	W05057	FA #346 REPAIRS - HYDRAULIC	001-301-635.00	Professional Fees - R&M Outside Services	3,402.27	3,402.27
DKT230904	Pickering Firm Inc 07/18/2023	0093528 0093529 0093557	LILY POND DREDGING MILLER POND DREDGING AHULI DRAINAGE IMPROVEMENTS	159-000-602.00 159-000-602.00 190-000-602.00	Professional Fees - GOMESA Marsh Erosion Professional Fees - GOMESA Marsh Erosion Professional Fees - Engineering	1,485.00 1,350.00 3,282.50	6,117.50
DKT230905	Sea Coast Echo 07/18/2023	6/29/23 7/6/23	NOMA DRIVE IMPROVEMENTS BID P&Z AD - LEATHERMAN, SIGN, TREE ORDINANCE	001-140-620.00 001-280-620.00 001-280-620.00 001-280-620.00	Advertising Advertising Advertising Advertising	197.26 37.08 27.72 34.80	296.86
DKT230906	State Treasurer 07/18/2023	JUNE 2023	COURT ASSESSMENT/FINE FOR DECEMBER	650-110-131.00 650-110-131.01	State Assessments Payable Court Bond Fees Payable	1,989.51 99.09	2,088.60

Docket of Claims Register - Council

APPKT02021 - Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230907	Sun Coast Business Supply	07/18/2023	1342846-0	COPY PAPER, 60 GAL TRASH BAGS	001-140-501.00	Supplies	369.70	792.80
					001-140-501.00	Supplies	79.90	
					001-140-501.00	Supplies	343.20	
DKT230908	SunSouth LLC	07/18/2023	4627462	MOWER BLADES	001-301-571.00	Repairs & Maintenance - Equipment	85.52	434.60
					001-301-571.00	Repairs & Maintenance - Equipment	167.96	
					001-301-571.00	Repairs & Maintenance - Equipment	181.12	
DKT230909	Team One Communications Inc	07/18/2023	163001409-1	POLICE RADIO BATTERIES	001-200-501.00	Supplies	1,279.50	1,279.50
DKT230910	THE PEOPLES BANK	07/18/2023	3347 - 2023	ANNUAL ADMINISTRATION FEE - GO BOND PROJECT	104-800-681.00	Other Services & Charges	2,556.30	440,311.21
					104-800-800.00	GENERAL OBLIGATION PRINCIPAL	340,000.00	
					104-800-810.00	GENERAL OBLIGATION INTEREST	-18.09	
					104-800-810.00	GENERAL OBLIGATION INTEREST	97,773.00	
DKT230911	ThyssenKrupp Elevator Corporation	07/18/2023	3007362500	MAINTENANCE CONTRACT FOR 2023 - QUARTER 3	001-140-681.00	Other Services & Charges	815.25	815.25
DKT230912	Timothy A Kellar Chancery Clerk	07/18/2023	APRIL 2023	TAX SALE REDEMPTIONS FOR APRIL	001-140-694.00	Collection Fees	300.00	3,780.00
			FEBRUARY 2023	TAX SALE REDEMPTIONS FOR FEBRUARY	001-140-694.00	Collection Fees	440.00	
			JANUARY 2023	TAX SALE REDEMPTIONS FOR JANUARY	001-140-694.00	Collection Fees	1,960.00	
			JUNE 2023	TAX SALE REDEMPTIONS FOR JUNE	001-140-694.00	Collection Fees	80.00	
			MARCH 2023	TAX SALE REDEMPTIONS FOR	001-140-694.00	Collection Fees	600.00	
			MAY 2023	TAX SALE REDEMPTIONS FOR MAY	001-140-694.00	Collection Fees	400.00	
DKT230913	TransUnion Risk and Alternative Data Solutions Inc	07/18/2023	5859551-202306-1	TLOxp FOR JUNE	001-110-681.00	Other Services & Charges	75.00	150.00
			6177932-202306-1		001-200-681.00	Other Services & Charges	75.00	
DKT230914	UMB Card Services	07/18/2023	INV208783975	MONTHLY CHARGES FOR ZOOM	001-140-623.00	Membership Dues/Fees	15.99	15.99

Docket of Claims Register - Council

APPKT02021 - Item No.20.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line Amount	
DKT230915	UniFirst Corporation						288.68
	07/18/2023	1530083939	UNIFORM RENTAL FOR THE WEEK ENDING 7/3/23	001-301-535.00	Uniforms	144.34	
		1530085013	UNIFORM RENTAL FOR THE WEEK ENDING 07/10/23	001-301-535.00	Uniforms	144.34	
DKT230916	WageWorks						100.00
	07/18/2023	0623-DR42799	COBRA PAYMENT FOR	001-140-625.00	Insurance	100.00	
Total Claims: 40						Total Payment Amount:	884,460.35

7-12-2023 9:43 AM
INCIDENT CODE

T A S K S T A T U S
T O T A L S R E P O R T

PAGE:

Item No.a.

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

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

ORIGINATION: 0/00/0000 THRU 99/99/99
DUE: 6/01/2023 THRU 6/30/2023
RESOLUTION: 0/00/0000 THRU 99/99/99

		-----PRIORITY-----									
		1	2	3	4	5	6	7	8	9	TOTAL
STATUS	ACTIVE	34									34
	CLOSED	320									320
	VOIDED										
	SUSPENDED										
TOTALS		354									354

-----SEQUENCES-----		
INCIDENT CODE		COUNT
BRICK TIE		1
BUILDING FINAL		10
CATCH BASIN FINAL		1
CONCRETE SLAB FOUND		14
CULVERT SITE		5
DWV TEST		25
ELECTRICAL FINAL		10
ELECTRICAL ROUGH		9
FENCE FINAL		2
FOOTINGS/COLUMNS		8
FRAMING		8
GAS FINAL		1
GAS ROUGH		1
HIGH WIND CONNECTORS		6
HOLE COMPACTION TEST		6
MECHANICAL FINAL		10
MECHANICAL ROUGH		6
MISCELLANEOUS		2
PARK/DRIVEWAY FINAL		5
PIPING HYDRO TEST		1
PIPING INSTALL/HANG		1
PLAN REVIEW		39
PLUMBING BLD DRAIN		11
PLUMBING BLD SEWER		14
PLUMBING FINAL		7
PLUMBING ROUGH		4
PLUMBING WATER SVC		15
SHEATHING-ROOF		9
SHEATHING-WALL		8
SITE		54
SITE FINAL		8
SLAB COMPACT TEST		6
TEMP ELECTRIC POWER		4
TEMP POWER POLE		13
TERMITE CERTIFICATE		9
WATER PRESSURE TEST		21
TOTAL INCIDENTS		354

Inspections
June - 2023

7/11/2023 4:13 PM
LICENSES: ALL
LICENSE CODES: Include: PRIV-MFG, PRIV-RET, PRIV-SERV
CLASSES: Include: PRIV
STATUS: ACTIVE
CITY LIMITS: INSIDE, OUTSIDE

L I C E N S E M A S T E R R E P O R T
SORTED BY: LICENSE NUMBER

PAGE: 6/01/2023 TO 6/30/
EXPIRATION DATES: 0/00/0000 TO 00/00/00
COMMENT:
PAY STATUS:

Item No.a.

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
01692	PRIV-SERV	MJS BUSINESS SOLUTIONS	ACTIVE	PRIV	6/01/2023	
6/01/23-	9/30/23	791 EWA STREET		PROF-SVC		6/01/2023
01699	PRIV-SERV	DUNK'S SOUTHERN STYLE BUFF	ACTIVE	PRIV	6/29/2023	
6/29/23-	9/30/23	4402 EAST ALOHA ST 14		REST-FULL		6/29/2023

REPORT TOTALS: 2 LICENSES

Privilege License
June - 2023

7/11/2023 4:14 PM
PROJECTS: THRU ZZZZZZZZZZ
PROJECT TYPE: All
CONTRACTORS: All
APPLIED DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All

PROJECT MASTER REPORT

PAGE:
REPORT SEQUENCE: - All Contractors
CONTRACTOR CLASS: All
EXPIRE DATES: 0/00/0000 THRU 99/99/
ISSUED DATES: 6/01/2023 THRU 6/30/

Item No.a

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	17	7,218.00
B02-ADD - RESIDENTIAL ADDITION	4	0.00
B03-REM - RESIDENTIAL REMODEL	1	0.00
B04-ACC - RESIDENTIAL ACCESSORY	3	73.00
B05-REP - RESIDENTIAL REPAIR	4	77.00
ELEC-RES - RESIDENTIAL ELECTRICAL	5	50.00
FA-COM - COMMERCIAL FIRE ALARM	1	0.00
FENCE-RES - RESIDENTIAL FENCE	8	77.00
FLAT-RES - RESIDENTIAL FLATWORK	4	0.00
GAS-RES - RESIDENTIAL GAS	1	0.00
MECH-RES - RESIDENTIAL MECHANICAL	1	0.00
PLB-RES - RESIDENTIAL PLUMBING	3	0.00
PZ-06 - VARIANCE	1	0.00
PZ-09 - TEXT AMENDMENT	2	0.00
SIGN - SIGN	1	200.00
TELECOM - TELECOMMUNICATIONS	1	0.00
TREE - TREE REMOVAL	5	0.00
*** TOTALS ***	62	7,695.00

Projects - June 2023



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

JULY 3, 2023

To: DIAMONDHEAD CITY MANAGER

STATS FOR THE MONTH OF JUNE 2023:

Number of Tickets Written: 24
Violation City Animal Ordinance: 3
Leash Law Violation: 0
Cruelty to Animals: 0

Total fines and fees collected: \$4,553.00
State portion of the fees collected: \$2,088.60
Wireless Communication portion collected: \$60.90
Remaining balance the City of Diamondhead receives: \$2,393.50
Crime Stoppers Fund: 10.00

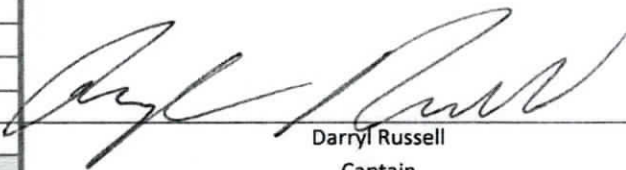
Total defendants arrested on Failure to Appear Warrants: 11

Total inmates held and billed for jail housing:
(Housing cost rate of \$20 per day per inmate)
6 inmates @ 14 days = \$280.00

Diamondhead Monthly Statistics

Item No.a.

June-23

Animal Problem / Complaints	18	Civil Disputes / Escorts / Process	16
Drug Law Violation	1	Complaint / See An Officer	207
Fire Structure / Vehicle	0	Death	4
Fireworks	0	Disturbance	8
Funeral Escort	0	False Alarms- Residential/ Business/ 911	15
Littering/Dumping/Haz-Mat Spill	3	Follow ups/ citizen call requests	420
Medical Emergency	9	Juvenile Problem	5
Missing/Runaway	2	Lost/Found Item	2
Parking Violation	4	Miscellaneous	13
Prostitution	0	TOTAL MISCELLANEOUS CALLS	690
Public Drunk	1	Accident – Private Property	3
Shots Fired	1	Accident – Public Roadway	5
Suicide	0	Accident - Hit & Run	0
Suicide / Threat / Attempt	0	Accident - Fatality	0
Suspicious / Person / Vehicle	39	TOTAL ACCIDENTS/COLLISIONS	8
Welfare Concern	16	Assist Motorist	22
TOTAL PUBLIC HEALTH & SAFETY	94	Traffic Stop	207
Animal Bite	0	TOTAL TRAFFIC CALLS	229
Assault By Threat	1		
Assault	3	Total Calls for Service	1045
Child Abuse / Neglect	0	Traffic Citation (Adults)	20
Domestic Violence	0	Traffic Citation (Minors)	2
Harrassment	3	Warrant Arrests	17
Harassing Phone Call	1	Drunk Driver (DUI) Arrests	0
Robbery – Armed	0	Traffic Arrests	0
Sexual Abuse / Molestation	0	Domestic Assault Arrests	0
Stalking	0	Other Arrests	0
TOTAL CRIMES AGAINST PERSON	8	Total Arrests	17
Attempted Burglary	0		
Burglary – Residence	0	Significant Events	
Burglary – Vehicle	0		
Counterfeit Money	0		
Damage – Property	3		
Embezzlement	1		
Forgery / Bad Check/Fraud	1		
Malicious Mischief	2		
Recovered Stolen Property	0		
Recovered Stolen Vehicle	1		
Shoplifting	1		
Stolen Vehicle	1		
Theft (Grand)	0		
Theft (Petit)	4		
Trespassing	2		
Unauthorized Use / Vehicle	0		
TOTAL PROPERTY CRIME	16	 Darryl Russell Captain	