



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, February 07, 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 February 22, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed on Monday, February 20, 2023 in observance of President's Day and Tuesday, February 21, 2023 in observance of Mardi Gras.

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the January 17, 2023 Regular Meeting Minutes.

Ordinances:

Resolutions:

2. **2023-122:** Motion to adopt Resolution 2023-010 thereby authorizing the City Clerk to submit listing of debtors to the Mississippi Intercept Company, LLC for debt offset through the Mississippi Department of Revenue.
3. **2023-132:** Motion to adopt Resolution 2023-011 thereby authorizing the submittal of application to the Mississippi Department of Finance and Administration for MS Outdoor Stewardship Trust Fund Grant in the amount of \$250,000 for a boardwalk project in conjunction with the Noma Drive Improvements Project, authorize the City Manager to execute necessary documents and for other related purposes.

Consent Agenda:

4. **2023-119:** Motion to approve payments to Digital Engineering in the amount of \$2,117.50 for Beau Vue Phase 2 Drainage Improvements and in the amount of \$825.00 for Roadway Improvements Phase 4.
5. **2023-120:** Motion to approve payments to Pickering Firm, Inc. in the amount of \$8,000.00 for Makiki Drive and Kui Place Culvert Rehabilitation and in the amount of \$4,220.00 for Ahuli Drainage Improvements.
6. **2023-121:** Motion to approve Agreement between Owner and Contractor with Fair Tide Marine & Construction for the Bayou Drive Kayak Launch Improvement Project, authorize the City Manager to execute same and to issue the Notice to Proceed as appropriate.
7. **2023-123:** Motion to approve Pay Application 4 in the amount of \$38,418.95 to J&A Excavation for Makiki Drive Drainage.
8. **2023-125:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$6,898.00 for the Canal Dredging Project, in the amount of \$4,924.00 for Drainage Pond Remediation Project, in the amount of \$3,647.50 for Noma Drive Dredging and in the amount of \$2,255.50 for Noma Drive Improvements Project.
9. **2023-126:** Motion to approve payment in the amount of \$2,378.50 to Covington Civil & Environmental, LLC for Site Development Plan Review.
10. **2023-127:** Motion to approve the Grant Agreement with Gulf Coast Restoration Fund.
11. **2023-129:** Motion to approve Pay Application 1 in the amount of \$81,413.01 to Moran Hauling for Hilo Way Drainage Improvements.
12. **2023-131:** Motion to accept and award low bid received from JLB Contractors, LLC in the amount of \$579,322.00 for the Diamondhead Drive East and Lily Pond Dredging, authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.

Action Agenda.

13. **2023-118:** Motion to authorize the CM to modify the DH Twin Lakes Fishing Pier and Park as the admin sees necessary for budgeting of Tidelands portion and advertise as modified.
14. **2023-124:** Motion for discussion and possible action to implement Development Review Committee (DRC) meetings for projects as determined within the city limits of Diamondhead.
15. **2023-128:** Motion to concur with the Planning Commission recommendation to deny the proposed Text Amendment to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing. The case file number is 202200581.
16. **2023-130:** Motion to schedule a performance review of the City Manager and to make this an annual review performed during the month of March.

Routine Agenda.

Claims Payable

17. Motion to approve Docket of Claims (DKT230419-DKT230460) in the amount of \$312,803.54.

Department Reports

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, January 17, 2023
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation- Mayor Depreo

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo
Councilmember-At-Large Gerard Maher
Ward 1 Shane Finley
Ward 2 Anna Liese
Ward 3 John Cumberland
Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese 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

Presentation Agenda.

Council Comments.

1. The next Regular Meeting of the City Council will be held February 7, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
2. Darlene Averett Taylor - Diamondhead Arts and Crafts Fair

City Manager's Report:

1. Makiki Drive – The contractor has installed the conflict box and the sewer line. The concrete drainage line is being installed up to the water line. Once he has all parts and equipment needed to install the steel casing around the water line, he will perform this part of the project. The contractor has requested a time extension which is being reviewed by the engineering firm. The road will continue to be closed until the work is complete. The current end date for the contract is January 09, 2023.
2. Hilo Way – The engineering firm has issued a notice to proceed for 01/16/2023. The contract is for 120 days with a current substantial completion date set for May 16, 2023.
3. Traffic Study – The Golf Club Drive section of the study has been performed and design options have been developed. The city is currently reviewing the options and will provide a presentation to the council at the next meeting.
4. Phase 4 paving – The paving project is currently demobilized until the area around Bayou Circle is available to complete the project. The current end date of the project is February 15th.
5. Park Ten Road – The City and engineering firm has adjusted the small section between Leisure Time Road and the Park Ten Lanes. This part of the road will be 10' wide with a 1' gutter. This will match the rest of the road from Leisure Time to Noma Circle. The northern sidewalk will be reduced to 8 feet.
6. Stormwater Master Plan – The City and the engineering firm met again today to finalize plans to address the ditches and stormwater flow within the city.
7. Twin Lakes Park / Dog Park – The engineer for the Twin Lakes Park and dog park is here to discuss the project.

Jerrold Kilpatrick with Mahado Patano Design Group discussed the Twin Lakes/Dog Park Project.

Public Comments on Agenda Items:

Jordan Jones, Treasurer of the Diamondhead Youth Association - Concerns regarding the Diamondhead Arts and Craft Show.

Policy Agenda.**Minutes:**

1. Motion to approve the revised December 20, 2022 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve the revised December 20, 2022 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 January 3, 2023 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve January 3, 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

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to approve the following consent items:

3. **2023-110:** Motion to authorize the administration to request a time-extension to the Department of Marine Resources for the Heritage Grant in the amount of \$37,500 and NPS Heritage Tidelands Grant in the amount of \$37,500 for the fishing pier and boardwalk at the Twin Lakes.
4. **2023-111:** Motion to approve amended Application for FY21 Tidelands Grant funds for the Twin Lakes fishing pier and boardwalk.
5. **2022-112:** Motion to request reallocation and close out of FY21 Tidelands Grant Funding for Noma Drive Waterfront Access Project in the amount of \$400,000, reallocating said funds to FY22 Tidelands Noma Drive Waterfront Access Project increasing the total allocation from \$400,000 to \$800,000 and authorizing an amended application to reflect same.
6. **2023-113:** Motion to authorize the administration to enter an agreement with J & M Displays, Inc. in the amount of \$9,000.00 for 4th of July firework display, date to be determined.
7. **2023-115:** Motion to approve the recycling and sale of scrap metal located at the Public Works Facility to Good To Go Recycling.
8. **2023-116:** Motion to approve project close out and final payment in the amount of \$27,958.73 to Moran Hauling, Inc. for the East Aloha Drive Improvements Phase 1.
9. **2023-117:** Motion to approve payment in the amount of \$15,699.20 to Covington Civil & Environmental, LLC for Stormwater Master Plan - Watershed A Phase II, in the amount of \$1,100.00 for Subdivision Regulations Update Services (9/1/22-11/30/22) and in the amount of \$13,090.00 for Traffic Impact Study.

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.

- 10. 2023-114:** Discussion and /or possible action regarding drainage on Diamondhead Drive North, Amoka, Kaleki (Way,Ct.), and Ieke Drive.

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to bring to the table for discussion and /or possible action regarding drainage on Diamondhead Drive North, Amoka, Kaleki (Way,Ct.), and Ieke Drive.

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

MOTION CARRIED UNANIMOUSLY

There was no motion offered regarding the matter.

NO ACTION TAKEN

Routine Agenda.

Claims Payable

- 11.** Motion to approve Docket of Claims (DKT230383 - DKT230418) in the amount of \$417,925.95

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to approve Docket of Claims (DKT230383 - DKT230418) in the amount of \$417,925.95..

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

MOTION CARRIED UNANIMOUSLY

- 12.** Motion to approve Payroll Payables DKT230369 - DKT230382 in the amount of \$45,827.16, PRCLAIM000148 in the amount of \$25,851.71, PRCLAIM000149 in the amount of \$2,516.58 and PRCLAIM000150 in the amount of \$27,227.71.

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to approve Payroll Payables DKT230369 - DKT230382 in the amount of \$45,827.16, PRCLAIM000148 in the amount of \$25,851.71, PRCLAIM000149 in the amount of \$2,516.58 and PRCLAIM000150 in the amount of \$27,227.71.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

a. December 2022 Reports

Court Department

Police Department

Building Department

Privilege Department

Motion by Ward 4 Clark, Seconded by Ward 3 Cumberland to accept department reports.

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Adjourn/Recess.

At 7:35 p.m. with no further business to come before the Council, Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, AUTHORIZING THE CITY CLERK TO SUBMIT DELINQUENT DEBT OWED TO THE CITY OF DIAMONDHEAD TO THE MUNICIPAL INTERCEPT COMPANY, LLC (“MIC”) TO COLLECT SAID DEBT THROUGH SETOFF WITH THE MISSISSIPPI DEPARTMENT OF REVENUE (DOR) AS LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT.

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session Mississippi Legislature (the “Act”), authorizes Municipal Intercept Company, LLC, (“MIC”) to submit debts to the Mississippi Department of Revenue on behalf of municipalities for interception by setting off against any debtor’s refund, as defined in Section 3 of the Act, the sum of any debt owed to the City of Diamondhead, MS; and

WHEREAS, the Mayor and City Council of the City of Diamondhead, Mississippi (the “City”), entered into the Agreement to Collect Municipal Debt between MIC and the City (the “Agreement”) on October 15, 2019; and

WHEREAS, the City pursuant to MS Code §27-7-811 has provided notice to debtors regarding debt owed to the City of Diamondhead; and

WHEREAS, the debtors’ failure to respond has resulted in uncollectable debt owed to the City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CITY OF DIAMONDHEAD, AS FOLLOWS:

1. That the Mayor and City Council hereby authorize the City Clerk to submit the listing of debtors attached hereto as **Exhibit A** to the Mississippi Intercept Company, LLC (MIC) for debt offset through the Mississippi Department of Revenue for collection of debt pursuant to MS Code §27-7-811.

Following the reading of the foregoing resolution, Councilmember _____ made the motion for its adoption. Councilmember _____ seconded the motion for its adoption. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2023.

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

ATTEST: _____

CITY CLERK

APPROVED: _____

NANCY DEPREO, MAYOR

EXHIBIT A

NAME	OWED
ALLEMAN, AMBER ANN	\$223.00
ALLEN, MICHELLE LYNN	\$301.00
ALLEN, TRAVIS CLIFFORD	\$351.00
ALLEY, DANIEL JOSEPH	\$883.00
ALLIGOOD, ERIC BLAKE	\$173.00
ARCHER, JUSTIN JAMES	\$401.00
ARNOLD, AMANDA MARIE	\$201.25
BARNETT, NATASCHA LAFAWN	\$562.00
BEALE, JOHN WAYNE JR	\$1,109.00
BEECH, MICHAEL WILLIAM	\$223.00
BENTON, EVELYN	\$103.75
BERTHOLD, DEIDRA NICOLE	\$207.00
BLOUNT, JAMES	\$301.00
BOSARGE, CAROLYN JAVINEZ	\$952.50
BOURGEOIS, DOUGLAS W	\$882.00
BREWER, DOUGLAS W	\$351.00
BREWER, GEORGE JOSEPH	\$482.00
BULLARD, JIMMY LEE	\$426.00
BURLEY, MICHELLE LENAY	\$488.00
CAMPISI, JUSTIN RICHARD	\$507.00
CARR, EATHER NICOLE	\$207.00
CHATMAN, HAROLD DEJUAN	\$549.00
CHERAMIE, CODY	\$1,075.00
COOK, LEO PAUL	\$934.00
CUEVAS JR, ARMOND GREGORY	\$101.00
CUEVAS, CLARENCE DANA	\$623.00
CULLIFER, STEPHANIE L	\$602.50
CUNNINGHAM, CHRISTINA KNOWLES	\$187.00
DAHL, VERNON WILLIAM	\$1,623.00
DAIGLE, BRETT JOSEPH	\$411.25
DAVIS, CHARLES WAYNE	\$235.63
DAVIS, LANCE DEANDRE	\$207.00
DEARMAN, DALTON JAMES	\$583.00
DEDEAUX, LANCE JOSEPH	\$575.32
DEFRIECE, JUSTIN LEE	\$457.00
DESCHAMP, ROLAND ANTHONY	\$401.00

DOUGHERTY, DANIEL GEORGE	\$1,156.00
DUNCAN, JAMIE ELAINE	\$1,150.00
DUNLAP, ASHLYNNE NICOLE	\$101.00
EASTER, FREDERICK SHANE	\$82.50
FAHNESTOCK, III, JOHN MORRIS	\$2,280.00
FARRELL, MARION JOSEPH	\$689.00
FAVRE, AMY YVETTE	\$624.00
FONTENOT, JUSTIN GAGE	\$1,069.00
FOUNTAIN, ANDREW	\$412.00
FRENCH, IV BENNIE LORENZO	\$223.00
GALLE, MICHAEL WAYNE	\$643.00
GARCIA, JUSTIN JAMES	\$879.25
GLORIOSO, JOSEPH DICKIE	\$389.00
GUILLLOT, SHARON M	\$635.00
HALE, NICOLE RACHELLE	\$240.00
HARIEL, PHYLLIS LEAH	\$211.00
HARRIS, JAMES F	\$1,133.00
HAWKINS, TIJON BRIAN	\$655.00
HEMBREE, JUSTEN CHARLES	\$881.00
HENDERSON, ASHLEY LATOYA	\$401.00
HILLIARD, MELISSA LEANN	\$200.00
HODA, JUSTIN LEE	\$2,120.00
HOLLEY, ANGELA MARIE	\$470.00
HOSEY, MIRAKEL MIRANDA ALLEN	\$950.00
HUTCHINSON, JEFFERY ALLEN	\$927.00
JOHNSON, SUSAN ANNETTE	\$504.00
JOHNSTON, EMMA MARIE	\$217.00
JONES, JR, JAMES EDWARD	\$1,934.00
KIMBRELL, ANDY BECKER	\$263.00
KING, MEGAN MAUFFRAY	\$207.00
KIRBY, ANGELIQUE REBECCA	\$504.00
KOLIDAS, KONSTANTINOS P	\$624.00
KOLLATH, LOGAN MORRIS	\$182.00
KUTTERHOFF, KATELYN MARIE	\$401.00
LABROSSE, JEREMIAH M	\$478.75
LADNER, ALEX M	\$723.00
LADNER, BRANT PAUL	\$207.00
LADNER, KERRY ANDREW	\$877.00
LADNER, STARR LYNN	\$487.00

LADNER, STARR LYNN	\$1,306.00
LEE, WILEY RAY II	\$1,175.00
LEGE, JONATHAN ALLEN	\$223.00
LEVY, LOGAN VAUGHN	\$1,112.00
LIZANA, LAWRENCE	\$466.25
LOPER, PAYTON DEAN	\$482.00
LOPORTO, MICHAEL DAVID	\$1,125.00
LOPRESTO, MICHAEL ANDREW	\$780.00
MARCUS, CHRISTOPHER ASHTYN	\$401.00
MCCANN, JR, WILLIE MARVIN	\$433.00
MCCOLLEY, DANIEL ROBERT	\$549.00
MCCOLLUM, WILLIE H	\$529.00
MCGILL, RICKY ROGER	\$506.00
MILLER, AMANDA LEIGH	\$353.00
MILNER, PHILIP ANDREW	\$533.00
MITCHELL, KAYLA	\$727.00
MONTGOMERY, TERRANCE DEVON	\$504.00
MONTOWSKI, BARRON ROBERT	\$583.00
MOORE, ANNA GAIL	\$401.00
MOORE, HARLEY SHANE	\$1,398.00
MORALES, DEREK LANCE	\$1,213.00
MORAN, CHRISTOPHER LYNN	\$508.00
MORAN, JENNIFER ROSE	\$566.25
MORAN, MISTY JUANITA	\$326.00
MORAN, NICHOLAS LOUIS	\$430.00
MORENO, TERRIANN LYNN	\$1,612.50
NECAISE, III, BENNIE RAY	\$608.00
NECAISE, SHAUN EDWARD	\$507.00
NEILL, JOHN MATTHEW JR	\$401.00
NEWTON, TORRELL ZYKEITH	\$351.00
NICHOLS, ROBBY LEON	\$401.00
NICHOLSON, AMBER NICOLE	\$664.00
NOLAN JR, DANIEL JOY	\$612.00
OATIS, TINIA MARCHELLE	\$1,637.50
OCASEY, LACY CASEY	\$549.00
OFARRELL, DAMON WILLIAM	\$750.00
OGLE, WILLIAM ROY	\$1,948.00
OLDHAM, STEWART	\$1,555.00
PARFAIT, JAMIE R	\$1,109.00

PARKER, TONY RANDELE	\$1,150.00
PARVIN, DALLAS NATHANIEL	\$950.00
PATRICKS, MATTHEW FRANCIS	\$482.00
PAULL, KRISTIN M	\$1,205.00
PAYTON, JEROME JAIQUAN	\$401.00
PENN, JOHN JACOB	\$664.00
PETERSON, RICKY EUGENE	\$301.00
PETERSON, SUZANNE M	\$535.00
PISARICH, SHILOH KALANI	\$950.00
POGUE, CHARLES CURT	\$1,769.00
PORTER, DANNY PAUL	\$776.00
PORTS, CONNIE SUE	\$624.00
PRICE, BAILLEY E	\$258.75
QUALLS JR, DARRYL JAMES	\$589.00
RENEMAN, PAUL ROGER	\$482.00
RICH, JARED WAYNE	\$1,973.00
RICHARDS, KEVIN LAMONT	\$1,088.00
ROBERTSON, JAMES PATTERSON	\$727.00
RODGERS, ANDREW TAYLOR	\$689.00
ROSE, STEPHANIE MARIE	\$689.00
RUPERT, LAUREN	\$1,313.75
RUSSO, JR, JOHN DOMINICK	\$100.00
RUTLEDGE, LANCING RUEL	\$127.00
RUTLEDGE, NORMAN	\$644.00
SAUCIER, BRONWIN LAYN	\$207.00
SCHMIDT, JOSEPH ALLEN	\$378.75
SCHORGHOFER, BENJAMIN DAVID	\$401.25
SCHUELLER, PRESTIN TYLER	\$1,040.00
SEAMAN, CHANDLER PHILLIP	\$778.00
SHARKEY, SHELBY LYNNE	\$312.50
SHAW, TOMMY DEAN	\$824.00
SHERWOOD, THEODORE JOY	\$147.00
SHOEMAKE, LISA RENEE	\$1,657.50
SHOWS, RAYMOND DEWITT	\$927.00
SIMPKINS, JEREMY	\$802.00
SMITH, ANTHONY SCOTT JR.	\$952.00
SMITH, DAVID GLEN JR	\$186.00
SMITH, LOUIS JACOB	\$1,232.50
SMITH, WILLIAM BRYON III	\$1,090.00

STEVENS, ASHLIEGH LORRAINE	\$808.75
STIGER, CHRISTOPHER JAMES	\$1,043.00
STOCKSTILL, TAMMY LYNN	\$787.00
SULLIVAN, AMY JANELLE	\$602.50
TAYLOR, GARY VINCENT	\$278.75
TERRITT, JOSHUA CODY	\$881.25
THOMAS, CHRISTOPHER JEROME	\$1,618.75
THOMAS, JOHN ALEXANDER	\$752.00
TOMASZEWSKI, ANDREW DOWNING	\$326.00
TORRES, RACHAEL MICHELLE	\$1,290.00
TREDICK, WILLIAM STEPHEN	\$547.00
TROTTER, BILLY GENE	\$368.00
TRUST, RICHARD JAY	\$506.00
TURNER, ANTHONY JAMES	\$503.75
TURNER, JOSHUA DARNEL	\$881.25
VASSALO, JOSEPH ANTONIOA	\$1,228.75
VAUGHN, ROBERT DANIEL	\$248.00
VOYLES, WILLIAM DALE JR	\$426.00
WALLACE, NASTCIA ZAKKIYYA	\$482.00
WALLGREN, MARK JASPER JR	\$643.00
WALTERS, ROBERT EVANDER	\$937.00
WARREN, ROBERT	\$1,353.75
WHITE, ASHLEY MARIE	\$326.00
WILHELM, TINA LOUISE	\$727.00
WILKINSON, DEREK MICHAEL	\$3,250.00
WILLIAMS, LELAND BOUDREAUX	\$326.00
WILLSON, BRANDON LEE	\$705.00
WISE, ALISA	\$207.00

TOTAL **124839.70**

**RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION TO THE
MISSISSIPPI OUTDOOR STEWARDSHIP TRUST FUND FOR BOARDWALK PROJECT IN
CONJUNCTION WITH NOMA DRIVE IMPROVEMENTS PROJECT.**

WHEREAS, the Mississippi Department of Finance and Administration is accepting grant applications for funds available through the Mississippi Outdoor Stewardship Trust Funds Program for; and

WHEREAS, the City of Diamondhead desires to request Mississippi Outdoor Stewardship Trust Funds from the Mississippi Department of Finance and Administration in the amount of \$250,000 for a boardwalk project in conjunction with the Noma Drive Improvements Project; and

WHEREAS, the City of Diamondhead deems it to be in the best interests of the citizens of the City to seek funds necessary through Mississippi Outdoor Stewardship Trust Fund Program to serve its citizenry with recreational amenities and ancillaries at Noma Drive.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, that:

SECTION ONE: Jon McCraw, City Manager of the City of Diamondhead, is hereby authorized and directed to submit an application to the Mississippi Department of Finance and Administration for Mississippi Outdoor Stewardship Trust Fund Program funds, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and

SECTION TWO: Jon McCraw, City Manager of the City of Diamondhead, is hereby authorized to publish any and all necessary notices as applicable in accordance with the guidelines governing the Mississippi Outdoor Stewardship Trust Fund Program; and

SECTION THREE: Jon McCraw, City Manager of the City of Diamondhead, is hereby authorized to execute any and all documents necessary and pertinent to the application; and

SECTION FOUR: Jon McCraw, City Manager of the City of Diamondhead, is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should the project be approved.

RESOLVED, this the ____ day of February, 2023.

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

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

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

ATTEST:

JEANNIE KLEIN, CITY CLERK

NANCY DEPREO, MAYOR

(SEAL)



DIGITAL ENGINEERING & IMAGING, INC.

2023-119

Item No.4.

January 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.: 730-1001-29

Dear Mr. McCraw:

Attached please find Invoice No. 29 for professional services on the above referenced project in the amount of **\$2,117.50** 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

January 12, 2023
 Project No: B7301001.000
 Invoice No: 29

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from November 27, 2022 to December 31, 2022

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

Professional Personnel

	Hours	Rate	Amount	
Prine, Michael	5.00	90.00	450.00	
Stein, John	11.50	145.00	1,667.50	
Totals	16.50		2,117.50	
Total Labor				2,117.50
		Total this Task		\$2,117.50
		Total this Phase		\$2,117.50

Billings to Date

	Current	Prior	Total	
Fee	0.00	4,345.00	4,345.00	
Labor	2,117.50	15,176.25	17,293.75	
Totals	2,117.50	19,521.25	21,638.75	
			Total this Invoice	\$2,117.50

Billing Backup

Thursday, January 12, 2023

Digital Engineering & Imaging, Inc.

Invoice 29 Dated 1/12/2023

9:19:23 AM

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

Hours	Rate	Amount
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0052	50 - Prine, Michael	12/13/2022	3.50	90.00	315.00
0052	50 - Prine, Michael	12/14/2022	.50	90.00	45.00
0052	50 - Prine, Michael	12/19/2022	1.00	90.00	90.00
0111	35 - Stein, John	11/28/2022	1.00	145.00	145.00
0111	35 - Stein, John	12/12/2022	4.50	145.00	652.50
0111	35 - Stein, John	12/13/2022	2.00	145.00	290.00
0111	35 - Stein, John	12/14/2022	1.00	145.00	145.00
0111	35 - Stein, John	12/15/2022	3.00	145.00	435.00

Totals

16.50	2,117.50
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Total Labor

2,117.50

Total this Task	\$2,117.50
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Total this Phase	\$2,117.50
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Total this Project	\$2,117.50
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Total this Report	\$2,117.50
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DIGITAL ENGINEERING & IMAGING, INC.

Item No.4.

January 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. 4 Roadway Improvements Phase 4
DE Invoice No.: 730-1001-30

Dear Mr. McCraw:

Attached please find Invoice No. 30 for professional services on the above referenced project in the amount of **\$825.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in black ink, 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

January 12, 2023
 Project No: B7301001.000
 Invoice No: 30

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from November 27, 2022 to December 31, 2022

Phase	004	Roadway Improvements Phase 4
Task	40	Construction Administration
Fee		

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Admin	12,750.00	96.2745	12,275.00	11,525.00	750.00
Total Fee	12,750.00		12,275.00	11,525.00	750.00
Total Fee					750.00
Total this Task					\$750.00

Task	45	Resident Inspection
Professional Personnel		

	Hours	Rate	Amount
Pohlmann, Jason	1.00	75.00	75.00
Totals	1.00		75.00
Total Labor			75.00
Total this Task			\$75.00
Total this Phase			\$825.00

Billings to Date

	Current	Prior	Total
Fee	750.00	59,400.00	60,150.00
Labor	75.00	8,212.50	8,287.50
Totals	825.00	67,612.50	68,437.50
Total this Invoice			\$825.00

Project	B7301001.000	Diamondhead Master Services Agreement 21	Invoice	30
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Billing Backup

Thursday, January 12, 2023

Digital Engineering & Imaging, Inc.

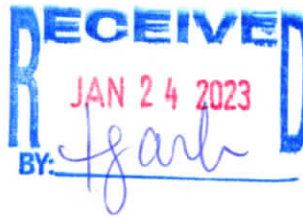
Invoice 30 Dated 1/12/2023

9:25:13 AM

Project	B7301001.000	City of Diamondhead Master Services Agreement 2021
Phase	004	Roadway Improvements Phase 4
Task	45	Resident Inspection

Professional Personnel

			Hours	Rate	Amount	
0167	60 - Pohlmann, Jason	11/29/2022	1.00	75.00	75.00	
	Totals		1.00		75.00	
	Total Labor					75.00
				Total this Task		\$75.00
				Total this Phase		\$75.00
				Total this Project		\$75.00
				Total this Report		\$75.00



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

January 12, 2023

Project No: 26040.00

Invoice No: 0092666

Client Contact: Michael Reso

City of Diamondhead
Culvert Rehabilitation-Makiki Drive and Kui Place
Requisition # R-04146
Purchase Order 2021-0313

Professional Services from August 28, 2022 to December 31, 2022

Task	001	Wetland Delineation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,898.50	4,898.50
Limit					5,000.00
Remaining					101.50
Total this Task					0.00

Task	002	Wetland Permitting Assistance			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	5,622.50	5,622.50
Limit					7,800.00
Remaining					2,177.50
Total this Task					0.00

Task	003	Boundary and Topo Survey			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,500.00	4,500.00
Limit					4,500.00
Total this Task					0.00

Task	004	Easement Plats			
Fee					
Number of Plats		0.00			
Fee Each		2,000.00			
Total Fee		0.00			
Total Earned					0.00
Previous Fee Billing					0.00
Current Fee Billing					0.00
Total Fee					0.00

Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0092666
Total this Task			0.00	
<hr/>				
Task	005	Engineering Assessment		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	2,500.00	2,500.00
Limit				2,500.00
Total this Task			0.00	
<hr/>				
Task	006	Engineering Design		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	10,800.00	10,800.00
Limit				10,800.00
Total this Task			0.00	
<hr/>				
Task	007	Project Bidding		
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	008	Construction Engineering		
Professional Personnel				
		Hours	Rate	Amount
SENIOR PROJECT MANAGER				
	Greer, Anthony	58.50	105.00	6,142.50
PROFESSIONAL ENGINEER				
	Wagner, Cara	3.00	97.00	291.00
RESIDENT PROJECT REPRESENTATIVE				
	Ellis, Ronald	25.00	70.00	1,750.00
	Keith, Austin	74.00	70.00	5,180.00
	Totals	160.50		13,363.50
	Total Labor			13,363.50
Billing Limits		Current	Prior	To-Date
Total Billings		13,363.50	8,000.00	21,363.50
Limit				16,000.00
Adjustment				-5,363.50
Total this Task			\$8,000.00	
Total this Invoice			\$8,000.00	

Project 26040.00 Makiki Dr. Culvert Replacement

Invoice 0092666

Billing Backup

Thursday, January 12, 2023

Pickering

Invoice 0092666 Dated 1/12/2023

5:30:18 PM

Task 008 Construction Engineering

Professional Personnel

			Hours	Rate	Amount
SENIOR PROJECT MANAGER					
02600	Greer, Anthony	10/17/2022	1.00	105.00	105.00
02600	Greer, Anthony	10/19/2022	1.50	105.00	157.50
02600	Greer, Anthony	10/24/2022	1.00	105.00	105.00
02600	Greer, Anthony	10/25/2022	3.00	105.00	315.00
02600	Greer, Anthony	10/27/2022	1.00	105.00	105.00
02600	Greer, Anthony	10/28/2022	1.00	105.00	105.00
02600	Greer, Anthony	10/31/2022	2.00	105.00	210.00
02600	Greer, Anthony	11/1/2022	1.00	105.00	105.00
02600	Greer, Anthony	11/2/2022	1.00	105.00	105.00
02600	Greer, Anthony	11/3/2022	2.00	105.00	210.00
02600	Greer, Anthony	11/4/2022	1.50	105.00	157.50
02600	Greer, Anthony	11/7/2022	1.50	105.00	157.50
02600	Greer, Anthony	11/8/2022	.50	105.00	52.50
02600	Greer, Anthony	11/9/2022	4.00	105.00	420.00
02600	Greer, Anthony	11/10/2022	1.00	105.00	105.00
02600	Greer, Anthony	11/11/2022	.50	105.00	52.50
02600	Greer, Anthony	11/14/2022	.50	105.00	52.50
02600	Greer, Anthony	11/15/2022	.50	105.00	52.50
02600	Greer, Anthony	11/16/2022	1.00	105.00	105.00
02600	Greer, Anthony	11/17/2022	1.00	105.00	105.00
02600	Greer, Anthony	11/18/2022	.50	105.00	52.50
02600	Greer, Anthony	11/23/2022	2.00	105.00	210.00
02600	Greer, Anthony	11/28/2022	.50	105.00	52.50
02600	Greer, Anthony	11/30/2022	3.50	105.00	367.50
02600	Greer, Anthony	12/1/2022	3.00	105.00	315.00
02600	Greer, Anthony	12/2/2022	.50	105.00	52.50
02600	Greer, Anthony	12/5/2022	1.00	105.00	105.00
02600	Greer, Anthony	12/6/2022	2.00	105.00	210.00
02600	Greer, Anthony	12/7/2022	3.00	105.00	315.00
02600	Greer, Anthony	12/8/2022	2.50	105.00	262.50
02600	Greer, Anthony	12/12/2022	1.50	105.00	157.50
02600	Greer, Anthony	12/15/2022	2.00	105.00	210.00
02600	Greer, Anthony	12/16/2022	1.50	105.00	157.50
02600	Greer, Anthony	12/19/2022	1.00	105.00	105.00
02600	Greer, Anthony	12/20/2022	1.00	105.00	105.00
02600	Greer, Anthony	12/21/2022	1.00	105.00	105.00
02600	Greer, Anthony	12/22/2022	1.50	105.00	157.50
02600	Greer, Anthony	12/23/2022	1.00	105.00	105.00
02600	Greer, Anthony	12/27/2022	3.00	105.00	315.00
PROFESSIONAL ENGINEER					
02031	Wagner, Cara	10/12/2022	1.00	97.00	97.00
02031	Wagner, Cara	10/17/2022	1.00	97.00	97.00

Project	26040.00	Makiki Dr. Culvert Replacement	Invoice		0092666
02031	Wagner, Cara	11/1/2022	1.00	97.00	97.00
RESIDENT PROJECT REPRESENTATIVE					
02098	Ellis, Ronald	8/30/2022	4.00	70.00	280.00
02098	Ellis, Ronald	8/31/2022	2.50	70.00	175.00
02098	Ellis, Ronald	9/7/2022	2.50	70.00	175.00
02098	Ellis, Ronald	9/8/2022	4.50	70.00	315.00
02098	Ellis, Ronald	9/13/2022	3.50	70.00	245.00
02098	Ellis, Ronald	9/19/2022	2.50	70.00	175.00
02098	Ellis, Ronald	9/21/2022	1.00	70.00	70.00
02098	Ellis, Ronald	9/22/2022	2.50	70.00	175.00
02098	Ellis, Ronald	9/26/2022	2.00	70.00	140.00
02553	Keith, Austin	8/29/2022	1.00	70.00	70.00
02553	Keith, Austin	8/30/2022	2.00	70.00	140.00
02553	Keith, Austin	8/31/2022	6.00	70.00	420.00
02553	Keith, Austin	9/1/2022	4.00	70.00	280.00
02553	Keith, Austin	9/6/2022	1.00	70.00	70.00
02553	Keith, Austin	9/7/2022	2.50	70.00	175.00
02553	Keith, Austin	9/8/2022	3.00	70.00	210.00
02553	Keith, Austin	9/9/2022	1.00	70.00	70.00
02553	Keith, Austin	9/12/2022	2.00	70.00	140.00
02553	Keith, Austin	9/13/2022	2.00	70.00	140.00
02553	Keith, Austin	9/16/2022	1.00	70.00	70.00
02553	Keith, Austin	9/19/2022	2.00	70.00	140.00
02553	Keith, Austin	9/26/2022	1.00	70.00	70.00
02553	Keith, Austin	9/27/2022	2.00	70.00	140.00
02553	Keith, Austin	9/28/2022	5.00	70.00	350.00
02553	Keith, Austin	9/29/2022	2.00	70.00	140.00
02553	Keith, Austin	10/3/2022	1.00	70.00	70.00
02553	Keith, Austin	10/10/2022	2.00	70.00	140.00
02553	Keith, Austin	10/11/2022	2.00	70.00	140.00
02553	Keith, Austin	10/12/2022	2.00	70.00	140.00
02553	Keith, Austin	10/17/2022	4.00	70.00	280.00
02553	Keith, Austin	10/19/2022	1.00	70.00	70.00
02553	Keith, Austin	10/24/2022	2.00	70.00	140.00
02553	Keith, Austin	10/25/2022	3.00	70.00	210.00
02553	Keith, Austin	10/26/2022	2.00	70.00	140.00
02553	Keith, Austin	10/27/2022	1.00	70.00	70.00
02553	Keith, Austin	10/31/2022	3.00	70.00	210.00
02553	Keith, Austin	11/1/2022	2.00	70.00	140.00
02553	Keith, Austin	11/2/2022	3.00	70.00	210.00
02553	Keith, Austin	11/3/2022	3.00	70.00	210.00
02553	Keith, Austin	11/4/2022	1.00	70.00	70.00
02553	Keith, Austin	11/7/2022	1.00	70.00	70.00
02553	Keith, Austin	11/9/2022	1.00	70.00	70.00
02553	Keith, Austin	11/11/2022	.50	70.00	35.00
02553	Keith, Austin	11/14/2022	1.00	70.00	70.00
02553	Keith, Austin	12/15/2022	1.00	70.00	70.00
Totals			160.50		13,363.50
Total Labor					13,363.50

Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0092666
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Total this Task	\$13,363.50
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Total this Project	\$13,363.50
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Total this Report	\$13,363.50
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Detailed Timesheet for the Period Ending 10/22/2022

Friday, January 13, 2023
9:39:38 AM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 10/16	Mon 10/17	Tue 10/18	Wed 10/19	Thu 10/20	Fri 10/21	Sat 10/22
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89117

Reg

2.50		1.00		1.50			
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10/19 Reviewed past emails from contractor and then sent him one recommending he move ahead with work downstream of the road crossing which is held up by material delivery delays.

Detailed Timesheet for the Period Ending 10/29/2022

Friday, January 13, 2023

9:44:13 AM

Pickering

Employee 02600 Greer, Anthony S

Total Hr	Sun 10/23	Mon 10/24	Tue 10/25	Wed 10/26	Thu 10/27	Fri 10/28	Sat 10/29
26040.00							
008							
89117							
Reg	6.00	1.00	3.00		1.00	1.00	

Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

10/25 Email to Jody following up on call yesterday-schedule and outstanding items. Worked with Austin for emails to City for schedule and Jody for comments on bypass pump plan sent. Call w/Jody about addnl fence work being covered w/existing fence pay item. Other misc. items related to the construction project.

10/27 Construction misc.

10/28 Email to Jon giving project status update; misc.

Detailed Timesheet for the Period Ending 11/5/2022

Friday, January 13, 2023

9:49:16 AM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 10/30	Mon 10/31	Tue 11/1	Wed 11/2	Thu 11/3	Fri 11/4	Sat 11/5
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26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

008

Construction Engineering

89117

Reg

7.50		2.00	1.00	1.00	2.00	1.50	
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10/31 Misc. related to construction.

11/1 Emailed Jon about Lee Robinson refusing to sign ROE and included our request for additional CE&I fees for time extensions.

11/2 Emails/texts with Austin/Contractor-bypass pump plan, contractor resuming work, etc.

11/3 Correspondence with Contractor regarding work resuming, schedule, time extension, etc.

11/4 Looking at roadwork requirements with Austin, discussed submittals, bypass pumping during work, etc.

Detailed Timesheet for the Period Ending 11/12/2022

Friday, January 13, 2023

9:58:32 AM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 11/6	Mon 11/7	Tue 11/8	Wed 11/9	Thu 11/10	Fri 11/11	Sat 11/12
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89117

Reg	7.50		1.50	.50	4.00	1.00	.50
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11/7 Emails w/Contractor & City regarding schedule; discussed time extension w/Austin.

11/8 Email to contractor advising he expedite his request for time extension; request has to be to City by noon 11/9.

11/9 CO #2, calls from Callie Bunter, correspondence with contractor based on calls.

11/10 Correspondence with contractor.

11/11 Correspondence with Jody/Austin on sewer bypass schedule and utility company notification.

Detailed Timesheet for the Period Ending 11/19/2022

Friday, January 13, 2023

10:09:59 AM

Pickering

Employee 02600 Greer, Anthony S

Total Hr	Sun 11/13	Mon 11/14	Tue 11/15	Wed 11/16	Thu 11/17	Fri 11/18	Sat 11/19
26040.00	Client: City of Diamondhead						
008	Makiki Dr. Culvert Replacement						
89117	Construction Engineering						
Reg	3.50	.50	.50	1.00	1.00	.50	

11/14 Emailed contractor to check on his schedule.

11/15 Talked with contractor about schedule to open road up for and install pipes, etc. It rained last night so he is looking at site conditions for any possible work today.

11/16 Coorespondence with Austin/contractor regarding resuming work and contractor ensuring notification to DH utilities when he plans to be back on site.

11/17 Correspondence with contractor/City/DH Water & Sewer regarding contractor needing to verify if there is a conflict with drain pipe and water line.

11/18 Project update email.

Detailed Timesheet for the Period Ending 11/26/2022

Friday, January 13, 2023

10:12:04 AM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 11/20	Mon 11/21	Tue 11/22	Wed 11/23	Thu 11/24	Fri 11/25	Sat 11/26
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26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

008

Construction Engineering

89117

Reg

2.00				2.00			
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11/23 Emails with City/Contractor; phone call with Callie Bunter.

Detailed Timesheet for the Period Ending 12/3/2022

Friday, January 13, 2023

10:13:30 AM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 11/27	Mon 11/28	Tue 11/29	Wed 11/30	Thu 12/1	Fri 12/2	Sat 12/3
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26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

008

Construction Engineering

89117

Reg

7.50		.50		3.50	3.00	.50	
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11/28 Cooresponding with contractor.

11/30 Correspondence/looking at contractor's pay app.

12/1 Emails related to project status and schedule.

12/2 Filing emails.

Detailed Timesheet for the Period Ending 12/10/2022

Friday, January 13, 2023

10:25:40 AM

Pickering

Employee

02600

Greer, Anthony S

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89117

Reg

Total Hr	Sun 12/4	Mon 12/5	Tue 12/6	Wed 12/7	Thu 12/8	Fri 12/9	Sat 12/10
8.50		1.00	2.00	3.00	2.50		

12/5 Construction email correspondence.

12/6 Correspondence related to construction administration.

12/8 Meeting w/City regarding them purchasing easements and with Contractor to discuss moving project forward.

Detailed Timesheet for the Period Ending 12/17/2022

Friday, January 13, 2023

10:27:16 AM

Pickering

Employee

02600

Greer, Anthony S

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89117

Reg

Total Hr	Sun 12/11	Mon 12/12	Tue 12/13	Wed 12/14	Thu 12/15	Fri 12/16	Sat 12/17
5.00		1.50			2.00	1.50	

12/12 Construction related items.

12/15 Construction related items.

12/16 Misc. related to construction project.

Detailed Timesheet for the Period Ending 12/24/2022

Friday, January 13, 2023

Pickering

10:29:08 AM

Employee

02600

Greer, Anthony S

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89117

Reg

Total Hr	Sun 12/18	Mon 12/19	Tue 12/20	Wed 12/21	Thu 12/22	Fri 12/23	Sat 12/24
5.50		1.00	1.00	1.00	1.50	1.00	

12/19 Misc. related to construction.

12/20 Construction correspondence/ project update to Jon.

12/21 Correspondence related to construction project and easement drawings.

12/22 Went by DH Water/Sewer to meet David Cardin. Discussed their work on replacing a section of sewer line that the contractor will need to connect to for bypassing to complete the road crossing work. Set up onsite meeting with DHWS/Contractor for next week to plan work by both parties regarding sewer line section replacement, bypass pumping (contractor), water line casing, etc.

12/23 Construction related items.

Detailed Timesheet for the Period Ending 12/31/2022

Friday, January 13, 2023

10:32:13 AM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 12/25	Mon 12/26	Tue 12/27	Wed 12/28	Thu 12/29	Fri 12/30	Sat 12/31
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89117

Reg

3.00			3.00				
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12/27 Met w/Jon, David (W/S Dist.) & Contractor on site; discussed work and will resume on 1/3/22. Sent email to Callie Bunter advising work will resume.

Detailed Timesheet for the Period Ending 10/15/2022

Friday, January 13, 2023

10:33:41 AM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/9	Mon 10/10	Tue 10/11	Wed 10/12	Thu 10/13	Fri 10/14	Sat 10/15
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89206

Reg

1.00				1.00			
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10/12 mtg with City

Detailed Timesheet for the Period Ending 10/22/2022

Friday, January 13, 2023
10:35:04 AM

Pickering

Employee 02031 Wagner, Cara

		Total Hr	Sun 10/16	Mon 10/17	Tue 10/18	Wed 10/19	Thu 10/20	Fri 10/21	Sat 10/22
26040.00	Makiki Dr. Culvert Replacement								
008	Construction Engineering								
89206	Reg	1.00		1.00					
	10/17 corr								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 11/5/2022

Friday, January 13, 2023

10:36:29 AM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/30	Mon 10/31	Tue 11/1	Wed 11/2	Thu 11/3	Fri 11/4	Sat 11/5
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89206

Reg

1.00			1.00				
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11/1 contract

Detailed Timesheet for the Period Ending 9/3/2022

Monday, January 16, 2023

Pickering

8:32:12 AM

Employee

02098

Ellis, Ronald

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89365

Reg

Total Hr	Sun 8/28	Mon 8/29	Tue 8/30	Wed 8/31	Thu 9/1	Fri 9/2	Sat 9/3
6.50			4.00	2.50			

8/30 Inspection & pay app

8/31 Inspection- pay app

Detailed Timesheet for the Period Ending 9/10/2022

Monday, January 16, 2023

8:34:16 AM

Pickering

Employee

02098

Ellis, Ronald

26040.00
008

89365

Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

Reg

7.00

Total Hr	Sun 9/4	Mon 9/5	Tue 9/6	Wed 9/7	Thu 9/8	Fri 9/9	Sat 9/10
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			2.50	4.50		
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9/7 Met with resident

9/8 Inspection

Detailed Timesheet for the Period Ending 9/17/2022

Monday, January 16, 2023

8:36:30 AM

Pickering

Employee

02098

Ellis, Ronald

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89365

Reg

Total Hr	Sun 9/11	Mon 9/12	Tue 9/13	Wed 9/14	Thu 9/15	Fri 9/16	Sat 9/17
3.50			3.50				

9/13 Inspection & uploads

Detailed Timesheet for the Period Ending 9/24/2022

Monday, January 16, 2023

8:37:34 AM

Pickering

Employee

02098

Ellis, Ronald

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89365

Reg

Total
Hr

Sun 9/18	Mon 9/19	Tue 9/20	Wed 9/21	Thu 9/22	Fri 9/23	Sat 9/24
	2.50		1.00	2.50		

6.00

	2.50		1.00	2.50		
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9/19 Meeting with Mr. Robinson

9/21 com w/ contractor

9/22 Inspection

Detailed Timesheet for the Period Ending 10/1/2022

Monday, January 16, 2023

8:40:34 AM

Pickering

Employee

02098

Ellis, Ronald

Total Hr	Sun 9/25	Mon 9/26	Tue 9/27	Wed 9/28	Thu 9/29	Fri 9/30	Sat 10/1
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26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

008

Construction Engineering

89365

Reg

2.00		2.00					
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9/26 Inspection

Detailed Timesheet for the Period Ending 9/3/2022

Tuesday, October 4, 2022

5:16:51 PM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 8/28	Mon 8/29	Tue 8/30	Wed 8/31	Thu 9/1	Fri 9/2	Sat 9/3
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering and

Client: City of Diamondhead

89116

Reg	13.00		1.00	2.00	6.00	4.00	
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8/29 Coordination with contractor on property issues.

8/30 Getting Payapp #2 to start documentation.

8/31 Making Pay App #2 markups and sending back to contractor. Finalizing documentaion.

9/1 Finalizing Pay App 2 and sending to city to put on agenda.

Detailed Timesheet for the Period Ending 9/10/2022

Tuesday, October 4, 2022

5:18:19 PM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering and

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 9/4	Mon 9/5	Tue 9/6	Wed 9/7	Thu 9/8	Fri 9/9	Sat 9/10
7.50			1.00	2.50	3.00	1.00	

9/6 Coordinating with contractor.

9/7 Meeting with homeowner on site.

9/8 coordinating with contractor on schedule, and bypass plan for crossing the road. Getting staking in for Lola Dr. resident.

9/9 Coordinating property issues with homeowner on lola dr.

Detailed Timesheet for the Period Ending 9/17/2022

Tuesday, October 4, 2022

5:19:27 PM

Pickering

Employee

02553

Keith, Austin A

26040.00

008

89116

Makiki Dr. Culvert Replacement
Construction Engineering and

Client: City of Diamondhead

Reg

Total Hr	Sun 9/11	Mon 9/12	Tue 9/13	Wed 9/14	Thu 9/15	Fri 9/16	Sat 9/17
5.00		2.00	2.00			1.00	

9/12 Coordinating with contractor on schedule and property owner on Lola Dr.

9/13 Coordinating with attorney for lola dr. and Makik Dr resident.

9/16 Coordinating meeting with resident.

Detailed Timesheet for the Period Ending 9/24/2022

Monday, January 16, 2023

9:07:52 AM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 9/18	Mon 9/19	Tue 9/20	Wed 9/21	Thu 9/22	Fri 9/23	Sat 9/24
2.00		2.00					

9/19 Meeting with City Manager and Resident

Detailed Timesheet for the Period Ending 10/1/2022

Monday, January 16, 2023
10:29:18 AM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 9/25	Mon 9/26	Tue 9/27	Wed 9/28	Thu 9/29	Fri 9/30	Sat 10/1
10.00		1.00	2.00	5.00	2.00		

9/26 Update from Jody on progress and fencing.

9/27 Pay app 3 and change order 1.

9/28 Confirming pay app quantities. Pay app 3 and change order docs.

9/29 Change order 3 coordination.

Detailed Timesheet for the Period Ending 10/8/2022

Monday, January 16, 2023

9:10:43 AM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 10/2	Mon 10/3	Tue 10/4	Wed 10/5	Thu 10/6	Fri 10/7	Sat 10/8
1.00		1.00					

10/3 Trying to finish change order #1 to go with pay app.

Detailed Timesheet for the Period Ending 10/15/2022

Monday, January 16, 2023

9:12:01 AM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 10/9	Mon 10/10	Tue 10/11	Wed 10/12	Thu 10/13	Fri 10/14	Sat 10/15
6.00		2.00	2.00	2.00			

10/10 Change order and pay app processing.

10/11 Change order and Payapp processing. Coming to agreement on change order.

10/12 Getting Change order processed and sent to city.

Detailed Timesheet for the Period Ending 10/22/2022

Monday, January 16, 2023

9:20:49 AM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 10/16	Mon 10/17	Tue 10/18	Wed 10/19	Thu 10/20	Fri 10/21	Sat 10/22
5.00		4.00		1.00			

10/17 Working to get fence panels at Ms. Flowers fixed and issuing field order 2. Working to coordinate with what Contractor will be working on.

10/19 Reaching out to contractor on when he can send signed field order and be back to work.

Detailed Timesheet for the Period Ending 10/29/2022

Monday, January 16, 2023

9:41:33 AM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 10/23	Mon 10/24	Tue 10/25	Wed 10/26	Thu 10/27	Fri 10/28	Sat 10/29
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

8.00		2.00	3.00	2.00	1.00		
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10/24 Reaching out to contractor for schedule, reaching out to Mr. Allen's Attorney to see if they have come to resloution. Coordinating with Anthony and City.

10/25 Coordinating with contrator on work plan for the week, Reviewing intial bypass plan and requesting more information.

10/26 Coordinating with contractor on bypass plan, getting sewer flows from DWSD.

10/27 Field verifying if any work had been done, coordinating with contrator.

Detailed Timesheet for the Period Ending 11/5/2022

Monday, January 16, 2023
9:43:23 AM

Pickering

Employee

02553

Keith, Austin A

26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

Total Hr	Sun 10/30	Mon 10/31	Tue 11/1	Wed 11/2	Thu 11/3	Fri 11/4	Sat 11/5
12.00		3.00	2.00	3.00	3.00	1.00	

10/31 Working to get bypass pumping plan from jody, along with updated schedule.

11/1 Trying to follow up with homeowner and attorney on lola drive to try and resolve that issue. Following up with Jon on steps to take next if nothing else is heard from attorney.

11/2 Getting a bypass pumping plan from contractor but needed submittals for strongback couplings. Requesting those and working to get updated schedule from contractor.

11/3 Getting bypass pumping plan from contractor, reviewing and sending to DWSD for review. Sending approval from DWSD back to contractor.

11/4 Coordinating with anthony on time extension for contractor.

Detailed Timesheet for the Period Ending 11/12/2022

Monday, January 16, 2023

9:44:44 AM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 11/6	Mon 11/7	Tue 11/8	Wed 11/9	Thu 11/10	Fri 11/11	Sat 11/12
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

2.50		1.00		1.00		.50	
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11/7 Reviewing schedule that jody provided, requesting official documentation for time extension request.

11/9 Helping anthony with CO 2 and submitting to the city.

11/11 Updating the city and DWSD on plan to tap into existing sewer.

Detailed Timesheet for the Period Ending 11/19/2022

Monday, January 16, 2023
9:45:59 AM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 11/13	Mon 11/14	Tue 11/15	Wed 11/16	Thu 11/17	Fri 11/18	Sat 11/19
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26040.00
008Makiki Dr. Culvert Replacement
Construction Engineering

Client: City of Diamondhead

89116

Reg

1.00		1.00					
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11/14 Updating DWSD and city on sewer work schedule from contractor.

Detailed Timesheet for the Period Ending 12/17/2022

Monday, January 16, 2023

9:47:33 AM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 12/11	Mon 12/12	Tue 12/13	Wed 12/14	Thu 12/15	Fri 12/16	Sat 12/17
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26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

008

Construction Engineering

89116

Reg

1.00					1.00		
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12/15 Steel casing detail

**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

January 10, 2023

Project No: 26319.00

Invoice No: 0092610

Client Contact: Mike Reso

Ahuli Drainage Improvements
 Project Number: 26319.00

Professional Services from November 27, 2022 to December 31, 2022

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			8.00	125.00	1,000.00
PROJECT MANAGER					
Greer, Anthony			14.00	115.00	1,610.00
CAD TECHNICIAN					
Keith, Austin			23.00	70.00	1,610.00
Totals			45.00		4,220.00
Total Labor					4,220.00

Project	26319.00	Ahuli Drainage Improvements	Invoice	0092610
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Billing Limits	Current	Prior	To-Date	
Total Billings	4,220.00	5,307.50	9,527.50	
Limit			23,000.00	
Remaining			13,472.50	
Total this Task				\$4,220.00

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				\$4,220.00

Project 26319.00 Ahuli Drainage Improvements Invoice 0092610

Billing Backup

Tuesday, January 10, 2023

Pickering

Invoice 0092610 Dated 1/10/2023

10:52:28 AM

Task 004 Engineering Design

Professional Personnel

			Hours	Rate	Amount	
SENIOR P.E. (LICENSED >5, <10 YR)						
02031	Wagner, Cara	12/8/2022	2.00	125.00	250.00	
02031	Wagner, Cara	12/9/2022	1.00	125.00	125.00	
02031	Wagner, Cara	12/12/2022	1.00	125.00	125.00	
02031	Wagner, Cara	12/16/2022	2.00	125.00	250.00	
02031	Wagner, Cara	12/19/2022	2.00	125.00	250.00	
PROJECT MANAGER						
02600	Greer, Anthony	12/5/2022	1.00	115.00	115.00	
02600	Greer, Anthony	12/6/2022	3.00	115.00	345.00	
02600	Greer, Anthony	12/7/2022	2.50	115.00	287.50	
02600	Greer, Anthony	12/8/2022	1.50	115.00	172.50	
02600	Greer, Anthony	12/15/2022	2.00	115.00	230.00	
02600	Greer, Anthony	12/19/2022	1.00	115.00	115.00	
02600	Greer, Anthony	12/20/2022	1.00	115.00	115.00	
02600	Greer, Anthony	12/22/2022	2.00	115.00	230.00	
CAD TECHNICIAN						
02553	Keith, Austin	12/7/2022	2.00	70.00	140.00	
02553	Keith, Austin	12/13/2022	2.00	70.00	140.00	
02553	Keith, Austin	12/14/2022	3.00	70.00	210.00	
02553	Keith, Austin	12/15/2022	3.00	70.00	210.00	
02553	Keith, Austin	12/27/2022	4.00	70.00	280.00	
02553	Keith, Austin	12/28/2022	3.00	70.00	210.00	
02553	Keith, Austin	12/30/2022	6.00	70.00	420.00	
	Totals		45.00		4,220.00	
	Total Labor					4,220.00
				Total this Task		\$4,220.00
				Total this Project		\$4,220.00
				Total this Report		\$4,220.00

Detailed Timesheet for the Period Ending 12/10/2022

Tuesday, January 10, 2023
4:48:09 PM

Pickering

Employee 02031 Wagner, Cara

		Total Hr	Sun 12/4	Mon 12/5	Tue 12/6	Wed 12/7	Thu 12/8	Fri 12/9	Sat 12/10
26319.00	Ahuli Drainage Improvements								
004	Engineering Design								
89206	Reg	3.00					2.00	1.00	
12/8 check on progress									
12/9 review									

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 12/17/2022

Tuesday, January 10, 2023

4:49:58 PM

Pickering

Employee 02031 Wagner, Cara

		Total Hr	Sun 12/11	Mon 12/12	Tue 12/13	Wed 12/14	Thu 12/15	Fri 12/16	Sat 12/17
26319.00	Ahuli Drainage Improvements								
004	Engineering Design								
89206	Reg	3.00		1.00				2.00	
	12/12 corr								
	12/16 review								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 12/24/2022

Tuesday, January 10, 2023
4:51:08 PM

Pickering

Employee 02031 Wagner, Cara

		Total Hr	Sun 12/18	Mon 12/19	Tue 12/20	Wed 12/21	Thu 12/22	Fri 12/23	Sat 12/24
26319.00	Ahuli Drainage Improvements								
004	Engineering Design								
89206	Reg	2.00		2.00					
	12/19 review								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 12/10/2022

Tuesday, January 10, 2023

4:52:58 PM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 12/4	Mon 12/5	Tue 12/6	Wed 12/7	Thu 12/8	Fri 12/9	Sat 12/10
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26319.00
004Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89117

Reg

8.00		1.00	3.00	2.50	1.50		
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12/5 Coordinating with Austin on desgn.

12/6 Design coordination.

12/7 Design coordination.

12/8 Design coordination.

Detailed Timesheet for the Period Ending 12/17/2022

Tuesday, January 10, 2023
5:11:52 PM

Pickering

Employee

02600

Greer, Anthony S

26319.00
004Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89117

Reg

Total Hr	Sun 12/11	Mon 12/12	Tue 12/13	Wed 12/14	Thu 12/15	Fri 12/16	Sat 12/17
2.00					2.00		

12/15 Design coordination.

Detailed Timesheet for the Period Ending 12/24/2022

Tuesday, January 10, 2023
5:13:14 PM

Pickering

Employee

02600

Greer, Anthony S

Total Hr	Sun 12/18	Mon 12/19	Tue 12/20	Wed 12/21	Thu 12/22	Fri 12/23	Sat 12/24
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26319.00
004Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89117

Reg

4.00		1.00	1.00		2.00		
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12/19 Looking at design docs to date.

12/20 Looking at design docs to date.

12/22 Design coordination.

Detailed Timesheet for the Period Ending 12/10/2022

Tuesday, January 10, 2023

5:15:07 PM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 12/4	Mon 12/5	Tue 12/6	Wed 12/7	Thu 12/8	Fri 12/9	Sat 12/10
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26319.00
004Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89116

Reg

2.00				2.00			
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12/7 Design.

Detailed Timesheet for the Period Ending 12/17/2022

Tuesday, January 10, 2023
5:19:00 PM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 12/11	Mon 12/12	Tue 12/13	Wed 12/14	Thu 12/15	Fri 12/16	Sat 12/17
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26319.00
004Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89116

Reg	8.00			2.00	3.00	3.00	
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12/13 Design

12/14 Design on ditches.

12/15 Design on ditches.

Detailed Timesheet for the Period Ending 12/31/2022

Tuesday, January 10, 2023

5:22:15 PM

Pickering

Employee

02553

Keith, Austin A

Total Hr	Sun 12/25	Mon 12/26	Tue 12/27	Wed 12/28	Thu 12/29	Fri 12/30	Sat 12/31
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26319.00
004Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89116

Reg

13.00			4.00	3.00		6.00	
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12/27 Getting Width and side slopes on ditches for assembly.

12/28 Getting last of existing slopes calculated

12/30 Updating all assemblies and coordiors for ditches. Creating surfaces for each one.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Diamondhead ("Owner") and Fair Tide Marine & Construction ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Gravel pathway improvements and timber kayak launch repairs.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Bayou Drive Kayak Launch Repairs

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **James J. Chiniche, P.A., Inc. DBA Chiniche Engineering and Surveying** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within **45 construction calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60 construction calendar days** after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment pursuant to the Owner's docket schedule, which will be made available to the Contractor. Owner will not be responsible for the failure of Contractor to comply with the docket schedule. Invoices will be paid within thirty days of approval. If there is any dispute over an invoice, Owner will provide notice to Contractor within 10 (ten) days of Owner's consideration of the invoice. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- a. **95** percent of the value of the Work completed (with the balance being retainage).
- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due shall bear interest at statutory rate.

ARTICLE 7—CONTRACT DOCUMENTS**7.01 Contents**

- A. The Contract Documents consist of all of the following:
1. This Agreement.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: **Bayou Drive Kayak Launch Repairs**
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers 0 to 0, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid Pages**
 - b. *** any other attachments outside of standard documents
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any other data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied all reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

00900 STANDARD FORM OF AGREEMENT

Item No.6.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 1.10.23 (which is the Effective Date of the Contract).

Owner:

City of Diamondhead
(typed or printed name of organization)By: _____
(individual's signature)Date: _____
(date signed)Name: Jon McCraw
(typed or printed)Title: City Manager
(typed or printed)Attest: _____
(individual's signature)Title: _____
(typed or printed)

Address for giving notices:

5000 Diamondhead Drive Circle
Diamondhead, MS 39525

Designated Representative:

Name: Jason Chiniche, P.E.
(typed or printed)Title: Project Engineer
(typed or printed)Address: 407 Hwy 90
Bay Saint Louis, MS 39520Phone: (228) 467-6755Email: jason@jjc-eng.com

Contractor:

Fair Tide Marine & Construction
(typed or printed name of organization)By: _____
(individual's signature)Date: 1.10.23
(date signed)Name: Blake Kelley
(typed or printed)Title: Owner
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)Title: Office Manager
(typed or printed)

Address for giving notices:

808 Darius Dr.
Biloxi, MS 39532

Designated Representative:

Name: Carly Kelley
(typed or printed)Title: Office Manager
(typed or printed)Address: 808 Darius Dr.
Biloxi, MS 39532Phone: 228-382-4070Email: blake@fairtidemarine.comLicense No.: 24344-MC
(where applicable)State: MS

00925 PERFORMANCE BOND

Bond #7313968

PERFORMANCE BOND

Contractor Name: <u>Fair Tide Marine & Construction LLC</u> Address (principal place of business): <u>808 Darius Dr.</u> <u>Biloxi, MS 39532</u>	Surety Name: <u>Old Republic Surety Company</u> Address (principal place of business): <u>P.O. Box 1635</u> <u>Milwaukee, WI 53201</u>
Owner Name: <u>City of Diamondhead</u> Mailing address (principal place of business): <u>5000 Diamondhead Drive Circle</u> <u>Diamondhead, MS 39525</u>	Contract Description (name and location): <u>Bayou Drive Kayak Launch Repair</u> Contract Price: <u>\$76,100.00</u> Effective Date of Contract: <u>1.10.23</u>
Bond Bond Amount: <u>\$76,100.00</u> Date of Bond: <u>1.10.23</u> (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <u>Fair Tide Marine & Construction LLC</u> (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>Blake Kelley</u> (Printed or typed) Title: <u>Owner</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Cathy Kelley</u> (Printed or typed) Title: <u>Office Manager</u>	Surety <u>Old Republic Surety Company</u> (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature)(Attach Power of Attorney) Name: <u>Kathleen B. Scarborough</u> (Printed or typed) Title: <u>Attorney-in-Fact, MS Resident Agent</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Darlene Landry</u> (Printed or typed) Title: <u>CSR</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

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00925 PERFORMANCE BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

00925 PERFORMANCE BOND

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 - 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 - 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 - 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 - 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 - 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 - 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

00950 PAYMENT BOND

Bond #7313968

PAYMENT BOND

Contractor Name: <u>Fair Tide Marine & Construction LLC</u> Address (principal place of business): <u>808 Darius Dr.</u> <u>Biloxi, MS 39532</u>	Surety Name: <u>Old Republic Surety Company</u> Address (principal place of business): <u>P.O. Box 1635</u> <u>Milwaukee, WI 53201</u>
Owner Name: <u>City of Diamondhead</u> Mailing address (principal place of business): <u>5000 Diamondhead Drive Circle</u> <u>Diamondhead, MS 39525</u>	Contract Description (name and location): <u>Bayou Drive Kayak Launch Repair</u> Contract Price: <u>\$76,100.00</u> Effective Date of Contract: <u>1.10.23</u>
Bond Bond Amount: <u>\$76,100.00</u> Date of Bond: <u>1.10.23</u> (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <u>Fair Tide Marine & Construction LLC</u> (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>Blake Kelley</u> (Printed or typed) Title: <u>Owner</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Cathy Kelley</u> (Printed or typed) Title: <u>Office Manager</u>	Surety <u>Old Republic Surety Company</u> (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature)(Attach Power of Attorney) Name: <u>Kathleen B. Scarborough</u> (Printed or typed) Title: <u>Attorney-in-Fact, MS Resident Agent</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Darlene Landry</u> (Printed or typed) Title: <u>CSR</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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00950 PAYMENT BOND

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

00950 PAYMENT BOND

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

00950 PAYMENT BOND

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of November, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of November, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0829

Signed and sealed at the City of Brookfield, WI this 10th day of January, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



CERTIFICATE OF LIABILITY INSURANCE

DA

Item No.6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IDR Specialty, LLC P. O. Box 101163 4981 McKnight Road Pittsburgh PA 15237	CONTACT NAME: Jeffrey McGeary PHONE (A/C, No, Ext): (724) 934-0444 FAX (A/C, No): E-MAIL ADDRESS: jmcgeary@idrspecialty.com																					
INSURED Fair Tide Marine & Construction LLC 808 DARIUS DR BILOXI MS 39532-2707	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>NEW YORK MARINE & GEN INS CO</td><td>16608</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NEW YORK MARINE & GEN INS CO	16608	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ML202200002371	09/02/2022	09/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AU202200018606	09/02/2022	09/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC202200023036	09/02/2022	09/02/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Includes Longshoreman, USL&H, Crew Coverage, Marine Employers Liability, Protection & Indemnity

CERTIFICATE HOLDER**CANCELLATION**

City of Diamondhead 5000 Diamondhead Circle Diamondhead MS 39525	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



January 30, 2023

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

Re: Makiki Dr. Drainage
00-14-2021
J&A Excavation LLC
Pickering Firm, Inc. Project No. 26040.00

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 J&A Excavation Inc. in the amount of **\$38,418.95** by the City of Diamondhead at the next regularly scheduled board meeting.

Upon approval, please return a signed (in space provided on recap sheet of estimate) copy of this estimate 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): Ann Parker, J&A Excavation LLC

Contractors Application for Payment No. 4

	Application Period: 09/25/2022-01/26/2023	Application Date: 1/26/2023
To (Owner): City of Diamondhead	From (Contractor): J and A Excavation Inc.	Via (Engineer) Pickering
Project: Makiki Drive Drainage	Contract: Makiki Drive Drainage	
Contract No: 00-14-2021	Contractor's Project No.:	Engineer's Project No.: 26040.00

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
	\$ -	
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	\$ -

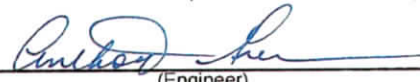
1. Original Contract Price	\$ 138,945.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 ± Line 2)	\$ 138,945.00
4. Total Completed and Stored to Date (Column F on Progress Estimate)	\$ 92,108.50
5. Retainage:	
a. 5.0% x \$ 92,108.50 Work Completed	\$ 4,605.43
b. 5.0% x \$ - Stored Material	\$ -
c. Total Retainage (Line 5a + Line 5b)	\$ 4,605.43
6. Amount Eligible to Date (Line 4 - Line 5c)	\$ 87,503.08
7. Less Previous Payments (Line 6 from prior Application)	\$ 49,084.13
8. Amount Due This Application	\$ 38,418.95
9. Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above)	\$ 51,441.93

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Ann Parker Date: 1/26/2023

Payment of: \$38,418.95
(Line 8 or other - attach explanation of other amount)

is recommended by:  January 30, 2023
(Engineer) (Date)

Payment of: \$38,418.95
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): Makiki Drive Drainage - Makiki Drive Drainage					Application Number:				4									
Application Period: 9/25/2022-01/26/2023					Application Date:				1/26/2023									
A					B				C		D		E		F		G	
Item		Bid Quantity	Unit	Unit Price	Bid Value	Quantity per Pay App	Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F) / B	Balance to Finish (B-F)					
Pay Item No.	Description																	
	BASE BID																	
0	Mobilization	1	LS	\$ 18,850.00	\$ 18,850.00	0	\$ -	0.9	\$ 16,965.00		\$ 16,965.00	90%	\$ 1,885.00					
2	Stormwater Protection	1	LS	\$ 6,500.00	\$ 6,500.00	0	\$ -	0.5	\$ 3,250.00		\$ 3,250.00	50%	\$ 3,250.00					
3	Erosion Control Blanket	1370	SY	\$ 1.75	\$ 2,397.50	0	\$ -	1370	\$ 2,397.50		\$ 2,397.50	100%	\$ -					
4	Clearing and Grubbing	0.3	AC	\$ 10,850.00	\$ 3,255.00	0	\$ -	0.3	\$ 3,255.00		\$ 3,255.00	100%	\$ -					
5	Removal and Replacement of Fence	405	LF	\$ 25.00	\$ 10,125.00	0	\$ -	300	\$ 7,500.00		\$ 7,500.00	74%	\$ 2,625.00					
6	Removal of Existing Pipe	81	LF	\$ 15.00	\$ 1,215.00	81	\$ 1,215.00	81	\$ 1,215.00		\$ 1,215.00	100%	\$ -					
7	Removal of Structure	1	Each	\$ 3,850.00	\$ 3,850.00	1	\$ 3,850.00	1	\$ 3,850.00		\$ 3,850.00	100%	\$ -					
8	Channel Clearing & Shaping	800	LF	\$ 10.00	\$ 8,000.00	0	\$ -	800	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -					
9	Exces Excavation (FM)	461	CY	\$ 15.00	\$ 6,915.00	0	\$ -	230	\$ 3,450.00	\$ -	\$ 3,450.00	50%	\$ 3,465.00					
10	Borrow Excavation (FM)	73	CY	\$ 18.00	\$ 1,314.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 1,314.00					
11	Bedding Material (FM)	50	CY	\$ 82.00	\$ 4,100.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 4,100.00					
12	Riprap Loos (300# 3' THICK)	255	SY	\$ 16.50	\$ 4,207.50	0	\$ -	0	\$ -	\$ -	\$ -		\$ 4,207.50					
13	Grassing	1370	SY	\$ 5.00	\$ 6,850.00	0	\$ -	1370	\$ 6,850.00	\$ -	\$ 6,850.00	100%	\$ -					
14	Bermud Sod	50	SY	\$ 9.00	\$ 450.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 450.00					
15	Water Main Adjustment	25	LF	\$ 250.00	\$ 6,250.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 6,250.00					
16	Asphal Road Repair	50	SY	\$ 50.00	\$ 2,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 2,500.00					
17	4" White Painted Stripe	120	LF	\$ 27.50	\$ 3,300.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 3,300.00					
18	24" RCP	8	LF	\$ 42.00	\$ 336.00	8	\$ 336.00	8	\$ 336.00	\$ -	\$ 336.00	100%	\$ -					
19	42" RCP	56	LF	\$ 155.00	\$ 8,680.00	48	\$ 7,440.00	48	\$ 7,440.00	\$ -	\$ 7,440.00	86%	\$ 1,240.00					
20	24" FES	1	Each	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -					
21	42" FES	1	Each	\$ 3,250.00	\$ 3,250.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 3,250.00					
22	Juction Box	1	Each	\$ 10,500.00	\$ 10,500.00	0.75	\$ 7,875.00	0.75	\$ 7,875.00	\$ -	\$ 7,875.00	75%	\$ 2,625.00					
23	Conflict Box	1	Each	\$ 17,500.00	\$ 17,500.00	0.95	\$ 16,625.00	0.95	\$ 16,625.00	\$ -	\$ 16,625.00	95%	\$ 875.00					

Progress Estimate

Contractor's Application

For (contract): Makiki Drive Drainage - Makiki Drive Drainage					Application Number:		4						
Application Period: 9/25/2022-01/26/2023					Application Date:		1/26/2023						
A					B		C D E F G						
Item		Bid Quantity	Unit	Unit Price	Bid Value	Quantity per Pay App	Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F) / B	Balance to Finish (B-F)
Pay Item No.	Description												
24	Headwall for 2 Barrel 42"	1	Each	\$ 5,500.00	\$ 5,500.00	0	\$ -	0	\$ -	\$ -	\$ -		\$ 5,500.00
25	18" Ductile Iron Sewer Pipe	20	LF	\$ 80.00	\$ 1,600.00	20	\$ 1,600.00	20	\$ 1,600.00	\$ -	\$ 1,600.00	100%	\$ -
Total					\$ 138,945.00		\$ 40,441.00		\$ 92,108.50	\$ -	\$ 92,108.50	66.29%	\$ 46,836.50

2023-125

Item No.8.

Chiniche Engineering & Surveying

407 Highway 90

Bay St. Louis, MS 39520 US

jason@jjc-eng.com

https://jjc-eng.com/

**INVOICE****BILL TO**

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS
Atten: Jeanne Klein

INVOICE # 17-057-160**DATE** 01/30/2023**TERMS** Net 30

Canal Dredging Project

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/12/2023	17-057-2021 Sen. Cad Tech	Canal dredging plan	9:00	90.00	810.00
01/13/2023	17-057-2021 Sen. Cad Tech	Canal Dredging at Diamondhead-prepare preliminary plans	6:30	90.00	585.00
01/16/2023	17-057-2021 Sen. Cad Tech	Canal dredging plans	7:30	90.00	675.00
01/23/2023	17-057-2021 Principal Engineer	project review and permit coordination	6.50	162.00	1,053.00
01/24/2023	17-057-2021 Senior Professional	canal dredging plan review	5:30	145.00	797.50
01/24/2023	17-057-2021 Sen. Cad Tech	Canal Dredging at Diamondhead	6:30	90.00	585.00
01/25/2023	17-057-2021 Senior Professional	canal dredging plan review	7:30	145.00	1,087.50
01/25/2023	17-057-2021 Sen. Cad Tech	Canal Dredging at Diamondhead	7:15	90.00	652.50
01/26/2023	17-057-2021 Sen. Cad Tech	Canal Dredging at Diamondhead	7:15	90.00	652.50

Canal Dredging Project

BALANCE DUE**\$6,898.00**

Chiniche Engineering & Surveying

407 Highway 90

Bay St. Louis, MS 39520 US

jason@jjc-eng.com

https://jjc-eng.com/

**INVOICE****BILL TO**

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS
Atten: Jeanne Klein

INVOICE # 17-057-162**DATE** 01/30/2023**TERMS** Net 30

Drainage Pond Remediation Project

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/18/2023	17-057-2021 Senior Professional	pond remediation	1:00	145.00	145.00
01/23/2023	17-057-2021 Instrument Person	Pond Remediation	9:00	41.00	369.00
01/23/2023	17-057-2021 Survey Crew Chief	Pond Remediation	9:00	68.00	612.00
01/23/2023	17-057-2021 Survey Crew Chief	Pond Remediation	9:00	68.00	612.00
01/24/2023	17-057-2021 Instrument Person	Pond Remediation	9:30	41.00	389.50
01/24/2023	17-057-2021 Survey Crew Chief	Pond Remediation	9:30	68.00	646.00
01/24/2023	17-057-2021 Survey Crew Chief	Pond Remediation	9:30	68.00	646.00
01/25/2023	17-057-2021 Instrument Person	Pond Remediation	8:30	41.00	348.50
01/25/2023	17-057-2021 Survey Crew Chief	Pond Remediation	8:30	68.00	578.00
01/25/2023	17-057-2021 Survey Crew Chief	Pond Remediation	8:30	68.00	578.00

Drainage Pond Remediation

BALANCE DUE**\$4,924.00**

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



INVOICE

BILL TO

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS
 Atten: Jeanne Klein

INVOICE # 17-057-163

DATE 01/30/2023

TERMS Net 30

Noma Drive Dredging

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/03/2023	17-057-2021 Cad	plan updates	9	70.00	630.00
01/03/2023	17-057-2021 Sen. Cad Tech	plan review	1	90.00	90.00
01/03/2023	17-057-2021 Project Engineer	project coordination	1	95.00	95.00
01/04/2023	17-057-2021 Cad	plan updates	9	70.00	630.00
01/05/2023	17-057-2021 Cad	plan updates	6	70.00	420.00
01/16/2023	17-057-2021 Project Engineer	permit coordination	4:30	95.00	427.50
01/19/2023	17-057-2021 Project Engineer	permit coordination, project review	5:30	95.00	522.50
01/24/2023	17-057-2021 Principal Engineer	project coordination and review	2.50	162.00	405.00
01/25/2023	17-057-2021 Project Engineer	project coordination	4:30	95.00	427.50

Noma Drive Dredging

BALANCE DUE

\$3,647.50

Chiniche Engineering & Surveying

407 Highway 90

Bay St. Louis, MS 39520 US

jason@jjc-eng.com

https://jjc-eng.com/



INVOICE

BILL TO

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS
Atten: Jeanne Klein

INVOICE # 17-057-161**DATE** 01/30/2023**TERMS** Net 30

Noma Drive Improvements Project

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/06/2023	17-057-2021 Project Engineer	site work improvements plan	1:00	95.00	95.00
01/06/2023	17-057-2021 Spec Tech	site work specs	1:00	65.00	65.00
01/06/2023	17-057-2021 Cad	site work plans	1:00	70.00	70.00
01/09/2023	17-057-2021 Project Engineer	plan review	1:00	95.00	95.00
01/09/2023	17-057-2021 Spec Tech	Noma-amended application MSDOH transmittal letter	0:30	65.00	32.50
01/09/2023	17-057-2021 Instrument Person	site survey	1:00	41.00	41.00
01/09/2023	17-057-2021 Survey Crew Chief	site survey	1:00	68.00	68.00
01/09/2023	17-057-2021 Cad	noma improvements	1:00	70.00	70.00
01/10/2023	17-057-2021 Project Engineer	project coordination	1:00	95.00	95.00
01/10/2023	17-057-2021 Spec Tech	Noma-amended application MSDOH transmittal letter	1:00	65.00	65.00
01/10/2023	17-057-2021 Instrument Person	noma drive survey	1:00	41.00	41.00
01/10/2023	17-057-2021 Survey Crew Chief	site survey	1:00	68.00	68.00
01/10/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/11/2023	17-057-2021 Project Engineer	project coordination	1:00	95.00	95.00
01/11/2023	17-057-2021 Spec Tech	Noma-amended application MSDOH transmittal letter	2:00	65.00	130.00
01/11/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/12/2023	17-057-2021 Project Engineer	project coordination	1:00	95.00	95.00
01/12/2023	17-057-2021 Spec Tech	Noma-amended application MSDOH transmittal letter	1:30	65.00	97.50
01/12/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/13/2023	17-057-2021 Project Engineer	project coordination	1:00	95.00	95.00
01/13/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/16/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/17/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/18/2023	17-057-2021 Project Engineer	project coordination	1:00	95.00	95.00
01/18/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/19/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/20/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/20/2023	17-057-2021 Cad	plan updates	1:00	70.00	70.00
01/20/2023	17-057-2021 Project Engineer	project coordination	0:30	95.00	47.50
01/23/2023	17-057-2021 Project Engineer	cost estimate	1:00	95.00	95.00

Noma Drive Improvements

BALANCE DUE

\$2,255.50

2023-127

Item No.9.



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

Project Title Project Number Invoice #		Site Development Plan Reviews			
		16175.08			
		16175.08-41			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Site Development Reviews	\$ 29,500.00	\$ -	\$ 14,378.50	\$ 15,121.50	49%
Total	\$ 29,500.00	\$ -	\$ 14,378.50	\$ 15,121.50	49%

Covington Civil & Environmental, LLC

2300 14th Street
Gulfport, MS 39501

Invoice**Bill To:**

City of Diamondhead

Invoice #: 16175.08-41**Invoice Date:** 10/12/2022**Due Date:** 11/11/2022**Project:** WA # 17 - Site Develop...**P.O. Number:** WA #17**Terms:** Net 30

Description	Hours/Qty	Rate	Amount
Site Development Plan Services Provided through 09/30/2022			
Ben Benvenuti, Principal Engineer	38.75	162.00	6,277.50
John Szabo, Principal Engineer	10.5	162.00	1,701.00
Andrew Levens, Senior Engineer	6	145.00	870.00
Sarah McLellan, Professional Engineer	3.5	105.00	367.50
Administrative	2.25	50.00	112.50
Tice	1	5,050.00	5,050.00

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 \$14,378.50

Payments/Credits -\$12,000.00

Balance Due \$2,378.50

Filters Used:

- Time Expense Date: 1/1/1970 to 9/30/2022
- Project ID: 16175.08 City of Diamondhead:WA 17 to 16175.08 City of Diamondhead:WA 17
- Time Expense Bill Status: Un-Billed to Un-Billed
- Project Status: Selected Items (2)

Client ID: **City of Diamondhead**

* = Invoiced (mouse over for #), * = Marked as Billed

Date	Description	B-Hr/Unit	Bill Rate	Amount	*
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Project ID - Name (Manager): **16175.08 City of Diamondhead:WA 17 - Site Development Plan (Benjamin Benvenuti)**

Services:

Employee

Andrew Levens - Andrew Levens

5/3/2022	Senior Engineer	3.00	\$145.00	\$435.00	
	Diamondhead Lakes Ph 1 takeoff and construction cost estimate				
5/25/2022	Senior Engineer	0.50	\$145.00	\$72.50	
	0.5-Preserve maintenance bond				
6/30/2022	Senior Engineer	1.50	\$145.00	\$217.50	
	Diamondhead Lakes Phase 1 plan review				
7/12/2022	Senior Engineer	1.00	\$145.00	\$145.00	
	Diamondhead Lakes Phase 1 review and comments				
Andrew Levens Total:		6.00		\$870.00	

Benjamin B Benvenuti - Benjamin B. Benvenuti

5/10/2022	Principal Engineer	2.00	\$162.00	\$324.00	
	site inspection Diamondhead Lakes and meeting with pickering.				
5/18/2022	Principal Engineer	1.50	\$162.00	\$243.00	
	meetign with Elliot homes for pre-plat on Lakes Phase 2 - mtg cancelled when arrived				
5/31/2022	Principal Engineer	1.00	\$162.00	\$162.00	
	review Diamondhead Lakes drawings				
5/31/2022	Principal Engineer	1.00	\$162.00	\$162.00	
	review preserve plans				
6/2/2022	Principal Engineer	1.50	\$162.00	\$243.00	
	prepare for and attend Elliot Homes meeting on diamondhead lakes subdivision				
6/2/2022	Principal Engineer	3.50	\$162.00	\$567.00	
	prepare for and attend site inspection at Diamondhead preserve Phase I				
6/9/2022	Principal Engineer	2.00	\$162.00	\$324.00	
	site inspection diamondhead preserve phase 1				
6/10/2022	Principal Engineer	1.75	\$162.00	\$283.50	
	review diamondhead preserve phase I				
7/5/2022	Principal Engineer	2.50	\$162.00	\$405.00	
	meeting with pickering and site visit for Diamondhead Lakes Phase I Final Plat				
7/15/2022	Principal Engineer	1.50	\$162.00	\$243.00	
	Diamondhead Lakes Phase 1 construction reveiws				
7/19/2022	Principal Engineer	1.50	\$162.00	\$243.00	
	Diamondhead Lakes Phase 1 construction reveiws				
7/20/2022	Principal Engineer	2.50	\$162.00	\$405.00	
	review site development plans				
7/22/2022	Principal Engineer	2.00	\$162.00	\$324.00	
	review and provide comments on Diamondhead Lakes Phase I				
7/27/2022	Principal Engineer	2.00	\$162.00	\$324.00	
	review diamonhdead lakes phase 1 re-submittal				
7/29/2022	Principal Engineer	1.00	\$162.00	\$162.00	
	coordination with Duke LEvy on Preserve Phase 2				
8/1/2022	Principal Engineer	4.00	\$162.00	\$648.00	
	site inspection for Diamondhead Lakes Phase I				
8/15/2022	Principal Engineer	1.50	\$162.00	\$243.00	
	review status of Kome Drive survey and erosion issues.				
8/15/2022	Principal Engineer	4.00	\$162.00	\$648.00	

Filters Used:

- Time Expense Date: 1/1/1970 to 9/30/2022
- Project ID: 16175.08 City of Diamondhead:WA 17 to 16175.08 City of Diamondhead:WA 17
- Time Expense Bill Status: Un-Billed to Un-Billed
- Project Status: Selected Items (2)

Client ID: **City of Diamondhead**

* = Invoiced (mouse over for #), * = Marked as Billed

Date	Description	B-Hr/Unit	Bill Rate	Amount	*
Project ID - Name (Manager): 16175.08 City of Diamondhead:WA 17 - Site Development Plan (Benjamin Benvenuti)					
Benjamin B Benvenuti - Benjamin B. Benvenuti					
	Final Inspection #2 on Elliot Homes Diamondhead Lakes Project.				
8/16/2022	Principal Engineer	2.00	\$162.00	\$324.00	
	follow up site inspection on diamondhead lakes phase I and attend council meeting to discuss.				
	Benjamin B Benvenuti Total:	38.75		\$6,277.50	
John F Szabo - John F. Szabo					
5/11/2022	Principal Engineer	2.50	\$162.00	\$405.00	
	Review of Diamondhead Lakes Phase II plans for City of Diamondhead.				
5/12/2022	Principal Engineer	2.50	\$162.00	\$405.00	
	Review of Diamondhead Lakes Phase II Plans.				
5/13/2022	Principal Engineer	1.00	\$162.00	\$162.00	
	Provide review comments on Diamondhead Lakes, Phase II to Andrew & Ben.				
5/22/2022	Principal Engineer	2.50	\$162.00	\$405.00	
	Quantity Takeoff and Cost Estimate for Bond - Preserve, Phase 1.				
5/23/2022	Principal Engineer	0.50	\$162.00	\$81.00	
	Finalize Cost Estimate for Bond - Preserve, Phase 1.				
8/30/2022	Principal Engineer	1.50	\$162.00	\$243.00	
	Review Sketch Plat for Townhomes @ Highpoint.				
	John F Szabo Total:	10.50		\$1,701.00	
Julie Daughdrill - Julie Daughdrill					
5/13/2022	Administrative	0.75	\$50.00	\$37.50	
	Format Diamondhead Lakes, Phase II				
	Julie Daughdrill Total:	0.75		\$37.50	
Kim Goodman - Kim Goodman					
5/23/2022	Administrative	0.25	\$50.00	\$12.50	
	Financial oversight, project admin				
6/2/2022	Administrative	0.50	\$50.00	\$25.00	
	Project set up				
9/23/2022	Administrative	0.25	\$50.00	\$12.50	
	Financial oversight, project admin				
9/27/2022	Administrative	0.50	\$50.00	\$25.00	
	Financial oversight, project admin, budget tracking				
	Kim Goodman Total:	1.50		\$75.00	
Sarah McLellan - Sarah McLellan					
6/20/2022	Professional Engineer	1.00	\$105.00	\$105.00	
	Review of Diamondhead Lakes Phase I drainage design by Pickering				
6/30/2022	Professional Engineer	1.50	\$105.00	\$157.50	
	Drainage Calculation review, meeting with Ben to discuss drainage design				
7/1/2022	Professional Engineer	0.50	\$105.00	\$52.50	
	Meeting with Ben about comments on Diamondhead Lakes Phase I drainage design by Pickering				
7/5/2022	Professional Engineer	0.50	\$105.00	\$52.50	
	Correspondence with Pickering about drainage design				
	Sarah McLellan Total:	3.50		\$367.50	
	Employee Total:	61.00		\$9,328.50	

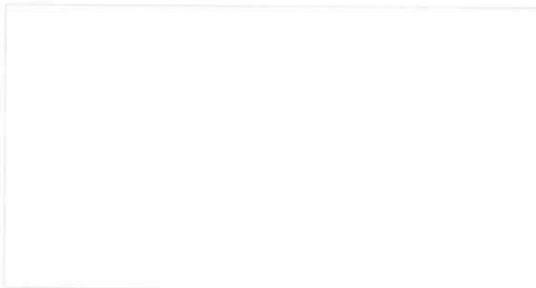
Filters Used:

- Time Expense Date: 1/1/1970 to 9/30/2022
- Project ID: 16175.08 City of Diamondhead:WA 17 to 16175.08 City of Diamondhead:WA 17
- Time Expense Bill Status: Un-Billed to Un-Billed
- Project Status: Selected Items (2)

Client ID: **City of Diamondhead**

* = Invoiced (mouse over for #); * = Marked as Billed

Date	Description	B-Hr/Unit	Bill Rate	Amount	*
Project ID - Name (Manager): 16175.08 City of Diamondhead:WA 17 - <i>Site Development Plan</i> (Benjamin Benvenuti)					
Services Total:		61.00		\$9,328.50	
Expenses:					
Vendor					
TICE Engineering, Inc. - TICE Engineering, Inc.					
6/8/2022	Sub-Contractor	1.00		\$3,460.00	x
	Engineering Sub				
7/12/2022	Sub-Contractor	1.00		\$1,590.00	x
	Sub-Contractor				
TICE Engineering, Inc. Total:		2.00		\$5,050.00	
Vendor Total:		2.00		\$5,050.00	
Expenses Total:		2.00		\$5,050.00	
Project 16175.08 City of Diamondhead:WA 17 Total:		63.00		\$14,378.50	



Filters Used:

- Time Expense Date: 1/1/1970 to 9/30/2022
- Project ID: 16175.08 City of Diamondhead:WA 17 to 16175.08 City of Diamondhead:WA 17
- Time Expense Bill Status: Un-Billed to Un-Billed
- Project Status: Selected Items (2)

Client ID: **City of Diamondhead**

* = Invoiced (mouse over for #), * = Marked as Billed

Date	Description	B-Hr/Unit	Bill Rate	Amount	*
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Grand Total Time:	61.00	\$9,328.50
Grand Total Expenses:	2.00	\$5,050.00
Grand Total Time & Expenses:		<u>\$14,378.50</u>



Trusted Engineers. Experienced Surveyors. Innovative Results.

510 South Vardaman Street, Wiggins, MS 39577

P. 601-928-4121 F. 601-928-4131

Invoice

Date: 6/8/2022

Invoice # 5613

Customer ID: 1504-21

To: Covington Civil and Environmental, LLC
2510 14 St, Suite 1010
Gulfport, MS 39501

For Services Rendered May 9, 2022 - June 5, 2022

TS Covington - West Aloha, Kalani and Indian Drive - Diamondhead

<u>Hours</u>	<u>Description</u>	<u>Line Item</u>	<u>Line Total</u>
10	Senior Professional Engineer	\$ 130.00	\$ 1,300.00
24	Level 2 Draftsman	\$ 90.00	\$ 2,160.00
Total Amount Due		\$	3,460.00

Thank you for your business!

W. Ryan Tice, President
Tice Engineering, Inc.



Trusted Engineers. Experienced Surveyors. Innovative Results.

510 South Vardaman Street, Wiggins, MS 39577
P. 601-928-4121 F. 601-928-4131

Invoice

Date: 7/12/2022
Invoice # 5634
Customer ID: 1504-21

To: Covington Civil and Environmental, LLC
2510 14 St, Suite 1010
Gulfport, MS 39501

For Services Rendered June 6, 2022 - July 10, 2022

TS Covington - West Aloha, Kalani and Indian Drive - Diamondhead

<u>Hours</u>	<u>Description</u>	<u>Line Item</u>	<u>Line Total</u>
6	Senior Professional Engineer	\$ 130.00	\$ 780.00
9	Level 2 Draftsman	\$ 90.00	\$ 810.00
Total Amount Due		\$	1,590.00

Thank you for your business!

W. Ryan Tice, President
Tice Engineering, Inc.



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

VIA EMAIL

January 13, 2023

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

RE: City of Diamondhead – Commerce District Transportation Project – GCRF Grant Agreement

Dear Mayor Depreo:

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

The grant funds will be disbursed on a reimbursement or services-rendered basis. Please note that section 2 of the grant agreement stipulates that all documentation for disbursements must be received by **June 30, 2023**.

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
GRANT AGREEMENT

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

This Grant Agreement ("Agreement"), dated as of December 13, 2022, 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 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, 2023. Any portion of the grant funds not disbursed before June 30, 2023 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. 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.
- n. 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
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, 2023. Any grant funds not disbursed before June 30, 2023 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, 2023; and (2) The City will complete the roadway 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: 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]

TRANSMITTAL

Attention: Jon McCraw

From: Ben Sellers

Company: City of Diamondhead

Date: 02/01/2023

Project Name: Hilo Way Drainage Improvements

Project #: 0275.20.005

Re: Payment Application 01

CC: _____

☐ Urgent
 ☒ For Review
 ☐ Please Comment
 ☐ Please Reply
 ☐ For Your Record

Comments:

Jon, we have received Payment Application 01 from Moran Hauling, Inc. for the above referenced project, and have verified that the work billed by the contractor has been completed. We recommend a payment of Eighty-One Thousand Four Hundred Thirteen Dollars and One Cent (\$81,413.01) be issued to the contractor. Please let me know if you have any questions.

Contractor's Application for Payment

Owner:	City of Diamondhead	Owner's Project No.:	
Engineer:	MP Design Group, PLLC	Engineer's Project No.:	0275.20.005
Contractor:	Moran Hauling, Inc.	Contractor's Project No.:	
Project:	Hilo Way Drainage Improvements		
Contract:			
Application No.:	1	Application Date:	
Application Period:	From 1/16/2023	to	1/31/2023

1. Original Contract Price	\$	171,479.06
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	171,479.06
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	85,697.91
5. Retainage		
a. 5% X \$ 85,697.91 Work Completed	\$	4,284.90
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	4,284.90
6. Amount eligible to date (Line 4 - Line 5.c)	\$	81,413.01
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	81,413.01
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	85,781.15

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Moran Hauling Inc.
 Signature: [Signature] Date: 2/1/23

Recommended by Engineer		Approved by Owner	
By:	<u>[Signature]</u>	By:	
Title:	Principal	Title:	
Date:	2/1/2023	Date:	
Approved by Funding Agency			
By:		By:	
Title:		Title:	
Date:		Date:	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: MP Design Group, PLLC
 Contractor: Moran Hauling, Inc.
 Project: Hilo Way Drainage Improvements
 Contract:

Owner's Project No.:
 Engineer's Project No.: 0275.20.005
 Contractor's Project No.:

Application No.: 1 Application Period: From 01/16/23 to 01/31/23

Application Date:

A	B	C	D	E	F	G	H	I	J	K	L			
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
Original Contract														
015050-A	MOBILIZATION	1.00	LS	11,136.00	11,136.00	1.00	11,136.00		11,136.00	100%	-			
015713-A	IMPLEMENTATION AND MAINTENANCE OF SWPPP	1.00	LS	5,200.00	5,200.00	1.00	5,200.00		5,200.00	100%	-			
024100-A	SITE DEMOLITION	1.00	LS	5,700.00	5,700.00	1.00	5,700.00		5,700.00	100%	-			
312316-A	UNCLASSIFIED EXCAVATION (PM)(AH)	400.00	CY	12.50	5,000.00	240.00	3,000.00		3,000.00	60%	2,000.00			
312316.13 A	SITE II STABILIZER AGGREGATE	90.00	CY	114.00	10,260.00	60.00	6,840.00		6,840.00	67%	3,420.00			
312323-A	FILL BORROW (PM)(AH)	50.00	CY	20.75	1,037.50	50.00	1,037.50		1,037.50	100%	-			
321123-A	CRUSHED AGGREGATE BASE COURSE (PM)(AH)	300.00	SY	20.75	6,225.00	180.00	3,735.00		3,735.00	60%	2,490.00			
321216-A	HOT BITUMINOUS PAVEMENT, SURFACE COURSE	20.00	SY	97.00	1,940.00		-		-	0%	1,940.00			
321216-B	HOT BITUMINOUS PAVEMENT, BINDER COURSE	20.00	SY	152.06	3,041.20		-		-	0%	3,041.20			
321313-A	REPLACEMENT OF CONCRETE DRIVEWAYS (PM)	350.00	SY	85.00	29,750.00	210.00	17,850.00		17,850.00	60%	11,900.00			
329223-A	SOD	900.00	SY	7.14	6,426.00	540.00	3,855.60		3,855.60	60%	2,570.40			
331416-A	RELOCATION OF WATER VALVE	5.00	EA	520.00	2,600.00	5.00	2,600.00		2,600.00	100%	-			
331416-B	RELOCATION OF WATER SERVICE	5.00	EA	520.00	2,600.00	5.00	2,600.00		2,600.00	100%	-			
334000-A	15" HP-STORM PIPE	122.00	LF	90.00	10,980.00		-		-	0%	10,980.00			
334000-A	18" HP-STORM PIPE	128.00	LF	85.81	10,983.68		-		-	0%	10,983.68			
334000-A	24" HP-STORM PIPE	312.00	LF	101.89	31,789.68	129.00	13,143.81		13,143.81	41%	18,645.87			
334230-A	CONCRETE DRAIN INLETS	2.00	EA	3,280.00	6,560.00		-		-	0%	6,560.00			
334230-B	CONCRETE HEADWALLS	27.00	EA	750.00	20,250.00	12.00	9,000.00		9,000.00	44%	11,250.00			
					-		-		-		-			
					-		-		-		-			
Original Contract Totals					\$	171,479.06		\$	85,697.91	\$	85,697.91	50%	\$	85,781.15



February 2, 2023

Jon McCraw, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
(Sent via Email)

Re: Bid Award Recommendation
Diamondhead Dr. East Retention (Miller) Pond and Lily Pond Dredging

Dear Mr. McCraw:

Bids on the referenced project were received and opened at 10:00 AM on Thursday, February 2, 2023, in the City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, MS. Enclosed please find a certified tabulation (1 page) of the bids received.

After review of the bids received, we noted that JLB Contractors, LLC was the lowest bidder for the Base Bid. The Base Bid amount was for \$579,322.00. Pickering has reviewed the bid and determined it to be a complete bid package. Per the "Bid Proposal," the "The OWNER reserves the right to reject any or all bids and to waive informalities in the bidding."

Per the paragraph above, it is Pickering's recommendation that the bid submitted by JLB Contractors, LLC be accepted as the successful bid for Base Bid. Should the City of Diamondhead opt to award the work in the Base Bid, this award amount will equal \$579,322.00.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.


Cara Wagner, PE

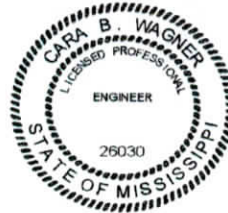
Diamondhead Dr. East Retention (Miller) Pond Lily Pond Dredging

Bids received by the City of Diamondhead
Opened 10 A.M. February 2, 2023

BASE BID				Engineers' Estimate Pickering Firm, Inc. 126 Rue Magnolia Biloxi, MS 39531	JLB Contractors, LLC 21294 Johnson Road Long Beach, MS 39560 COR No. 21884-MC	Jack Ferrills Heavy Equipment 4222 Ingalls Avenue Pascagoula, MS 39581 COR No. 19884-MC	Breakwater Marine, LLC 6531 Bridge View Drive Biloxi, MS 39532 COR No. 22210-SC			
Item No.	Description	Unit	Qty		Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	EA	2	\$400,000 - \$ 500,000	\$ 90,000.00	\$ 180,000.00	\$ 7,500.00	\$ 15,000.00	\$ 80,000.00	\$ 160,000.00
2	Temporary Construction Entrance	EA	2		\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00	\$ 4,000.00	\$ 8,000.00
3	Temporary Rock Check Dam	EA	1		\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00	\$ 10,000.00	\$ 10,000.00
4	Temporary Sediment Baffle	LF	60		\$ 50.00	\$ 3,000.00	\$ 18.50	\$ 1,110.00	\$ 2,400.00	\$ 144,000.00
5	Temporary Straw Wattle	LF	160		\$ 10.00	\$ 1,600.00	\$ 11.50	\$ 1,840.00	\$ 1,600.00	\$ 256,000.00
6	Temporary Silt Fence	LF	9,280		\$ 5.00	\$ 46,400.00	\$ 5.25	\$ 48,720.00	\$ 37,120.00	\$ 344,473,600.00
7	Erosion Control Blanket	SY	3,750		\$ 5.00	\$ 18,750.00	\$ 8.25	\$ 30,937.50	\$ 30,000.00	\$ 112,500,000.00
8	Clearing & Grubbing, Debris Haul Off	SY	5,415		\$ 7.00	\$ 37,905.00	\$ 11.50	\$ 62,272.50	\$ 86,640.00	\$ 469,155,600.00
9	Common Excavation (Spoiled on-site) (LVM)	CY	8,158.00		\$ 10.00	\$ 81,580.00	\$ 34.40	\$ 280,635.20	\$ 285,530.00	\$ 2,329,353,740.00
10	Common Excavation (Removed from site) (LVM)	CY	10,621		\$ 17.00	\$ 180,557.00	\$ 12.00	\$ 127,452.00	\$ 477,945.00	\$ 5,076,253,845.00
11	100 LB Riprap with Type V Filter Cloth	TON	103		\$ 110.00	\$ 11,330.00	\$ 165.00	\$ 16,995.00	\$ 13,390.00	\$ 1,379,170.00
12	Seeding, Sprigging, & Mulching	AC	0.95		\$ 6,000.00	\$ 5,700.00	\$ 6,500.00	\$ 6,175.00	\$ 5,225.00	\$ 4,963.75
TOTAL BASE BID				BASE BID	\$ 579,322.00	\$ 607,937.20	\$ 8,333,698,918.75			

DESCRIPTION OF HIGHLIGHTED ERRORS ON BIDS SUBMITTED

Jack Ferrills Heavy Equipment, Item 12, multiplication error; quantity vs. unit price and summation

Breakwater Marine, LLC, Items 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12
words (governs) vs. numerical unit price, and summation

I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT, TO THE BEST OF MY ABILITY AND UNDERSTANDING, THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS RECEIVED BY THE CITY OF DIAMONDHEAD ON FEBRUARY 2, 2023 AT 10:00 A.M. FOR THE SUBJECT PROJECT IN DIAMONDHEAD, MS.


 CARA WAGNER, LICENSED PROFESSIONAL ENGINEER

2/2/2023

Agenda Item #2023 118

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City ClerkFROM: John Cumberland - Councilman Ward 3DATE: 01/18/2023

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

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED

02/07/23

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to authorize the City Manager to modify the Diamondhead Twin Lakes Fishing Pier and Park as the administration sees necessary in order to bring the Tideland's portion of the pier and trail into the allocated project budget and authorize the City Manager to advertise for bid the Diamondhead Twin Lakes Fishing Pier and Park project once the modifications are complete.

REQUIRED SIGNATURE

REQUESTED BY:

Vha Email

COUNCIL ACTION:

☐

Approved

☐

Denied

☐

Tabled/Deferred

☐

Info Only

Completed:

Agenda Item #2023- 124

City of Diamondhead, MS
Request for Council Action

TO: CouncilFROM: MayorDATE: 01-31-2023

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

AGENDA LOCATION: ☐ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED

02-07-2023

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion for discussion and possible action to implement Development Review Committee (DRC) meetings for projects as determined within the city limits of Diamondhead.

This committee will be an inter-agency task force comprised of representatives from the city building department, Diamondhead police, fire and water and sewer district and POA. Purpose is to ensure that all governing agencies in Diamondhead are working collectively for the residents of Diamondhead. Meeting frequencies, dates and times as determined by committee.

Examples of review: all commercial developments, governmental projects (city, dwsd, fire ect) , residential greater than 1 unit or larger than 5000 square feet, variances

REQUIRED SIGNATURE

REQUESTED BY:

Mayor Nancy Depreo

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed:



5000 Diamondhead Circle • Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: January 31, 2023

SUBJECT: Proposed Text Amendment to the Sign Ordinance

The following matter was referred by the City Council to the Planning and Zoning Commission for a public hearing and recommendation.

Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

At the January 28, 2023, meeting of the Planning and Zoning Commission the public hearing was held. Keith Co Petroleum, operators of the Chevron Convenience store, represented by their attorney, objected to the Text Amendment, and provided three exhibits (included in the packet) to support the objection. The Commission voted 6-0 to approve the staff recommendation to deny the proposed text amendment. Please see the Staff Report findings of fact, items A thru G, used as the basis for the denial.



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: January 23, 2023

CASE FILE NUMBER: 202200581

APPLICANT: City of Diamondhead represented by Ronald Jones

TAX PARCEL NUMBER: N/A

PHYSICAL STREET ADDRESS: Proposed Traffic Circle at intersection of W. Aloha Dr., Park Ten Dr., and Diamondhead Dr. North

ZONING DISTRICT: C1 General Commercial

TYPE OF APPLICATION: Text Amendment

NATURE OF REQUEST: Proposed Text Amendment to the Sign Ordinance (10.10.4). The proposed text is to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocated existing signage or replace signage with signage similar to existing.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: January 24, 2023

ACTION BY THE PLANNING COMMISSION:

FINDINGS: The Planning Commission may recommend proposed amendments to effect a change in zoning district classification shall be subject to the following limitations:

- A. An amendment shall be in harmony with the Comprehensive Plan and/or the Land Use Plan of the City of Diamondhead.
- B. An amendment shall be compatible with the zoning of the surrounding area such as to support the comprehensive plan of the City of Diamondhead.
- C. An amendment shall be in a consistent manner for the benefit of [the] entire community and the City of Diamondhead.

RECOMMENDATION TO PLANNING COMMISSION: To **deny** the proposed text amendment as petitioned.

The staff recommends **denying** the proposed text amendment based on the following findings of fact.

- A. Ground-mounted Pole Signs are not permitted in the C-1 Zoning District. (Table 10.5.1)
- B. Any sign located within the city limits on the date Ordinance No. 2012-019 is adopted [October 15, 2012] which does not conform to the provisions of this Article, but which was legally erected prior to the date this ordinance is adopted is eligible for a characterization as a "legal nonconforming" sign. (10.10.2.iii)
- C. A legal nonconforming designation is lost if the sign is relocated to a position making it less in compliance with the requirements of this Article. (10.10.3.ii)
- D. If the legal nonconforming designation is lost, the sign shall be immediately brought into compliance with a new permit secured therefor or shall be removed. (10.10.3.d)
- E. All existing businesses in this district have conformed when their "legal nonconforming status was lost.
- F. The amendment is not compatible with the Comprehensive Plan nor the Gateway Plan.
- G. All businesses affected by construction of the traffic circle have been notified that if they are required to move existing ground-mounted pole signs, these signs will lose their "legal nonconforming" status and must be brought into compliance. None have requested relief from this ruling.



Commissioner
Commissioner
Commissioner Cook
Commissioner Debrow
Commissioner Flowers
Commissioner Layel
Commissioner Nicaud

Item No. 15.

MINUTES PLANNING AND ZONING COMMISSION

Tuesday, January 24, 2023
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Chairman Flowers called the meeting to order at 6:01 P.M.

Statement of Purpose

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

Commissioner Debrow read The Statement of Purpose.

Pledge of Allegiance

Commissioner Layel led The Pledge of Allegiance.

Roll Call

Present at the meeting were: Chairman Flowers, Commissioners: Debrow, Layel, Brewer, Bennett, Nicaud by teleconference. Absent : Cook

Also present at the meeting were: City Attorney, Derek Cusick, Building Official, Ronald Jones, Development Coordinator, Pat Rich, Building Inspector, Beau King. Absent: Minute Clerk, Tammy Braud

Confirmation or Adjustments to Agenda

Motion made by Commissioner Debrow, Seconded by Commissioner Layel to adjust the agenda by removing item # 3, resident withdrew his application.

Voting Yea: Commissioner Bennett, Commissioner Brewer, Commissioner Debrow, Commissioner Flowers, Commissioner Layel, Commissioner Nicaud

Motion Passed Unanimously

Approval of Minutes

1. Approval of November 8, 2022 minutes.

Motion made by Commissioner Bennett, second by Commissioner Debrow, to accept the minutes of November 8, 2022.

Voting Yea: Commissioner Bennett, Commissioner Brewer, Commissioner Debrow, Commissioner Flowers, Commissioner Layel, Commissioner Nicaud

Motion Passed Unanimously

New Business

2. Bob Barber of Orion Planning

Bob Barber of Orion Planning gave the commissioners a briefing on rewriting of the ordinances as recommended in the Comprehensive Plan Envision Diamondhead 2040.

3. Clyde Holzbauer has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow an addition to the existing carport 5' from the west side yard property line. The property address is 7722 Mamalu Place. The tax parcel number is 067K-2-36-045.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 5'. The Case File Number is 202200555.

Application was withdrawn by resident.

4. The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Sign Ordinance (10.10.4). The Case File Number is 202200581. The proposed text is to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocated existing signage or replace signage with signage similar to existing.

Development Coordinator, Pat Rich addressed the commissioners on the Text Amendment.

Chairman Flowers asked for any public comments.

Attorney Peyton Moore representing Keith Co. objected to the Text Amendment.

He submitted three exhibits. Exhibit one: email exchange between Ms. Farmer and Mayor Depreo and other parties. Exhibit two: Planning and Zoning Agenda Packet for 1/24/2023, which includes the 10/18/22 City Council meeting approval of the motion to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing; the 10/24/22 Special Called City Council meeting to rescind the approval of the motion and to refer the matter to the Planning and Zoning Commission for a public hearing and recommendation. Exhibit three: Copy of City of Diamondhead Code of Ordinances Article 10. Signs.

Richie Bullock, Business Development Director for Keith Co. also spoke.

Development Coordinator, Pat Rich read the staff report with the recommendation to deny for reasons listed:

A. Ground-mounted Pole Signs are not permitted in the C-1 Zoning District (table 10.5.1)

B. Any sign located within the city limits on the date Ordinance No. 2012-019 is adopted(October 15, 2012) which does not conform to the provisions of this Article, but which was legally erected

prior to the date this ordinance is adopted is eligible for a characterization as a "legal nonconforming " sign. (10.10.2iii)

C. A legal nonconforming designation is lost if the sign is relocated to a position making it less in compliance with the requirements of this Article. (10.10.3.iii)

D. If the legal nonconforming designation is lost, the sign shall be immediately brought into compliance with a new permit secured therefor or shall be removed. (10.10.3.d)

E. All existing businesses in this district have conformed once their " legal nonconforming status was lost.

F. The amendment is not compatible with the Comprehensive Plan nor the Gateway Plan.

G. All businesses affected by construction of the traffic circle have been notified that if they are required to move existing ground-mounted pole sign, these signs will lose their "legal nonconforming" status and must be brought into compliance. None have requested relief from this ruling.

Motion made by Commissioner Debrow, seconded by Commissioner Bennett to deny the request for reasons listed in the staff report to the City Council.

Voting Yea: Commissioner Bennett, Commissioner Brewer, Commissioner Debrow, Commissioner Flowers, Commissioner Layel, Commissioner Nicaud

Motion Pass Unanimously

Unfinished Business

None

Open Public Comments to Non-Agenda Items

None

Commissioners' Comments

None

Communication / Announcements

5. The next City Council meeting is Tuesday February 7, 2023.

The next Planning Commission meeting is February 28, 2023.

Adjourn or Recess

Motion made by Commissioner Debrow, Seconded by Commissioner Layel to adjourn the meeting at 6:43 P.M.

Voting Yea: Commissioner Bennett, Commissioner Brewer, Commissioner Debrow, Commissioner Flowers, Commissioner Layel, Commissioner Nicaud

Motion Passed Unanimously

H. Flowers, Chairman
Planning & Zoning



Commissioner Bennett
 Commissioner Brewer
 Commissioner Cook
 Commissioner Debrow
 Commissioner Flowers
 Commissioner Layel
 Commissioner Nicaud

AGENDA PLANNING AND ZONING COMMISSION

Tuesday, January 24, 2023

6:00 PM CST

Council Chambers, City Hall
 and via teleconference, if necessary

Call to Order

Statement of Purpose

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

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of November 8, 2022 minutes.

New Business

3. Bob Barber of Orion Planning
4. Clyde Holzbauer has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow an addition to the existing carport 5' from the west side yard property line. The property address is 7722 Mamalu Place. The tax parcel number is 067K-2-36-045.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 5'. The Case File Number is 202200555.
5. The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Sign Ordinance (10.10.4). The Case File Number is 202200581. The proposed text is to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocated existing signage or replace signage with signage similar to existing.

*Withdrawn
by Resident*

*Denied Text
Amendment
6-D*

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

6. The next City Council meeting is Tuesday February 7, 2023.
 The next Planning Commission meeting is February 28, 2023.

Adjourn or Recess

**NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS**

The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Sign Ordinance (10.10.4). The Case File Number is 202200581. The proposed text is to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocated existing signage or replace signage with signage similar to existing.

In accordance with Article 2.8.2, the City Council shall have jurisdiction with respect to all Text Amendments and Rezoning. The Planning Commission shall review and submit a recommendation to the City Council on Text Amendments and Rezoning.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, January 24, 2023, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.

Resolutions:

2. **2023-034:** Motion to adopt Resolution 2023-005 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 16 and 17, Diamondhead Phase 2, Unit 5, Block 6. The Physical address is 68195 Diamondhead Drive East. Parcel number 131B-0-01-164.000. (Ginn)

Motion made by Ward 4 Clark, Seconded by Mayor Depreo to adopt Resolution 2023-005 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 16 and 17, Diamondhead Phase 2, Unit 5, Block 6. The Physical address is 68195 Diamondhead Drive East. Parcel number 131B-0-01-164.000. (Ginn)

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to approve the following agenda items by consent:

3. **2023-026:** Motion to approve Change Order No. 1 for twenty-five (25) additional days to the contract with J and A Excavation Inc. for the Makiki Drive Drainage with no change to contract price.
4. **2023-027:** Motion to authorize payroll expenses for the Employee Incentive Plan for FY23 in the amount of \$250 each for eligible employees for the second payroll periods in November 2022 and May 2023 to be determined by the City Manager.
5. **2023-028:** Motion to approve payments to Digital Engineering in the amount of \$72.50 for Developer Plan and Spec Reviews, in the amount of \$750.00 for Roadway Improvements Phase 4 and in the amount of \$198.75 for the Beaux Vue Phase 2 Drainage Improvements.
6. **2023-029:** Motion to approve payment in the amount of \$12,000 to Covington Civil & Environmental, LLC for Site Development Plan Review and \$4061.25 for Commercial District Transformation Services.
7. **2023-030:** Motion to approve payment to Compton Engineering in the amount of \$725.00 for Anahola & Hana Place Drainage Basin.
8. **2023-031:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$29,500.00 for Site Development Plan Review as needed.
9. **2023-032:** Motion to approve Pay Application 3 in the amount of \$9,229.97 to J&A Excavation for Makiki Drive Drainage.
10. **2023-036:** Motion to approve allocation to Pearl River Community College Tuition Assistant Program in the amount of \$5000.00 that is included in the FY23 budget.
- 10a. Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 Improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

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

MOTION CARRIED UNANIMOUSLY

10A. Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 Improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

Description:

The Mayor and Council have previously approved allowing the commercial businesses impacted by MDOT's Exit 16 to be non-conforming properties. As a result of the new MDOT Right of Way, businesses will no longer meet the requirements of the ordinances such as building setbacks. Adding the signage to the non-conforming properties lets the commercial owners impacted by this project know that we are sympathetic to the cost for the new signage to meet the updated ordinance and the cost that they are already incurring to accommodate the new right of way. It also lets these business owners know that they are not being singled out to replace signage while other business owners not impacted by Exit 16 Improvements are allowed to keep their signage in place.

In addition, it is yet to be determined, the economic and inconvenience associated with the 24-month project as it relates to lane closures, traffic delays, construction equipment, lack of accessibility by patrons, lack of visibility to store frontage and general dirt and debris associated with construction.



MINUTES SPECIAL CALLED MEETING OF THE CITY COUNCIL

Monday, October 24, 2022

8:00 AM CST

Council Chambers, City Hall

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

Item No. 15.

Item No. 5.

Call to Order.

Mayor Depreo called the meeting to order at 8:00 a.m.

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley - via teleconference

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark – via teleconference

Confirm or Adjust Agenda Order

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese 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

Action Agenda.

1. **2023-040:** Motion for discussion and possible action regarding agenda Item 10 a. as approved at the October 18, 2022 City Council Meeting.

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland for discussion possible action regarding agenda item 10 a. as approved at the October 18, 2022, City Council Meeting.

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 Ward 2 Liese, Seconded by Councilmember-At-Large Maher to rescind agenda item 10 a. as approved the October 18, 2022, City Council Meeting and to refer the matter to the Planning and Zoning Commission for a public hearing and recommendation.

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

Voting Nay: Mayor Depreo

Motion Carried

Adjourn/Recess.

At 8:15 a.m. with no further business to come before the Council, motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

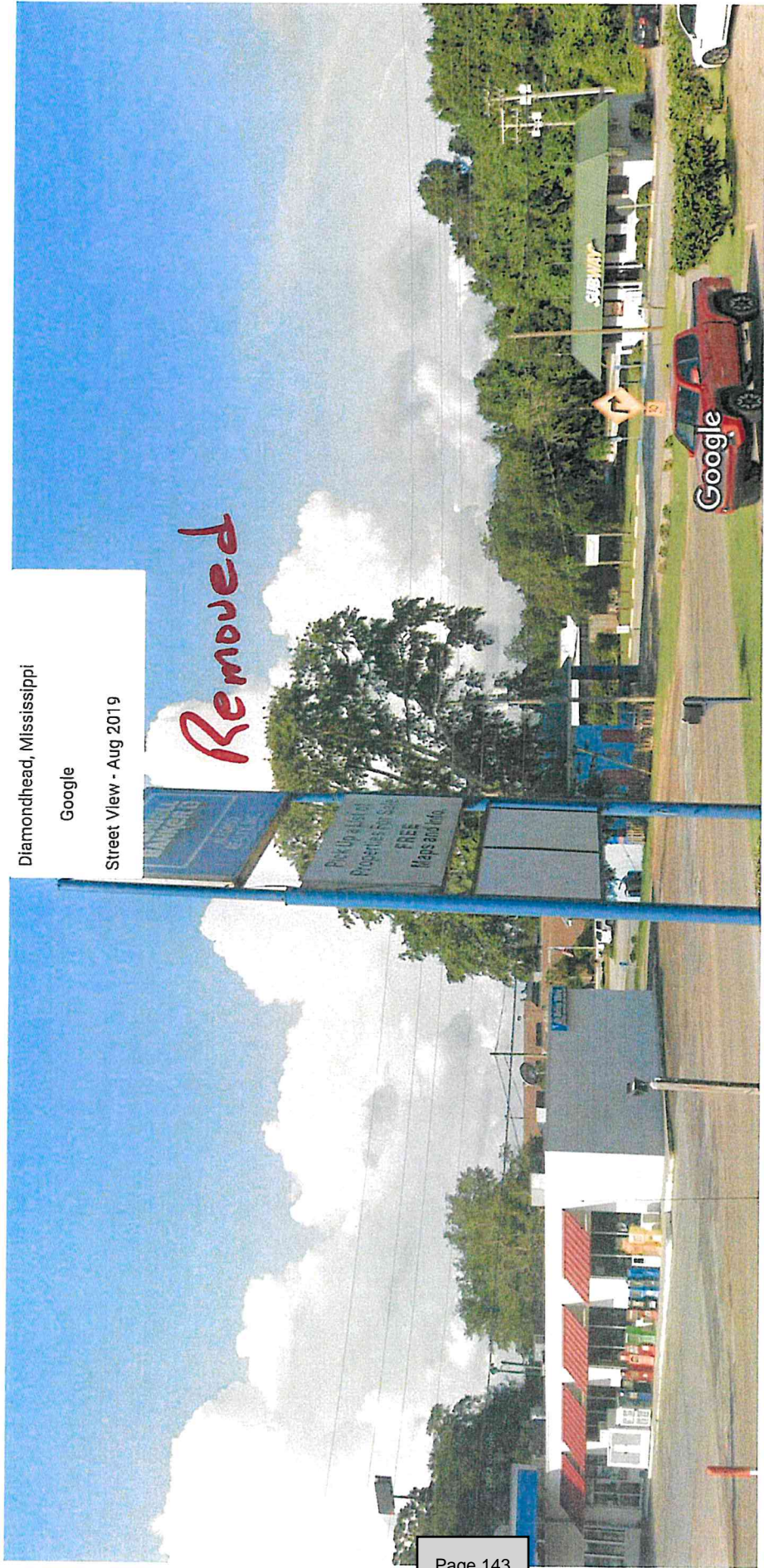
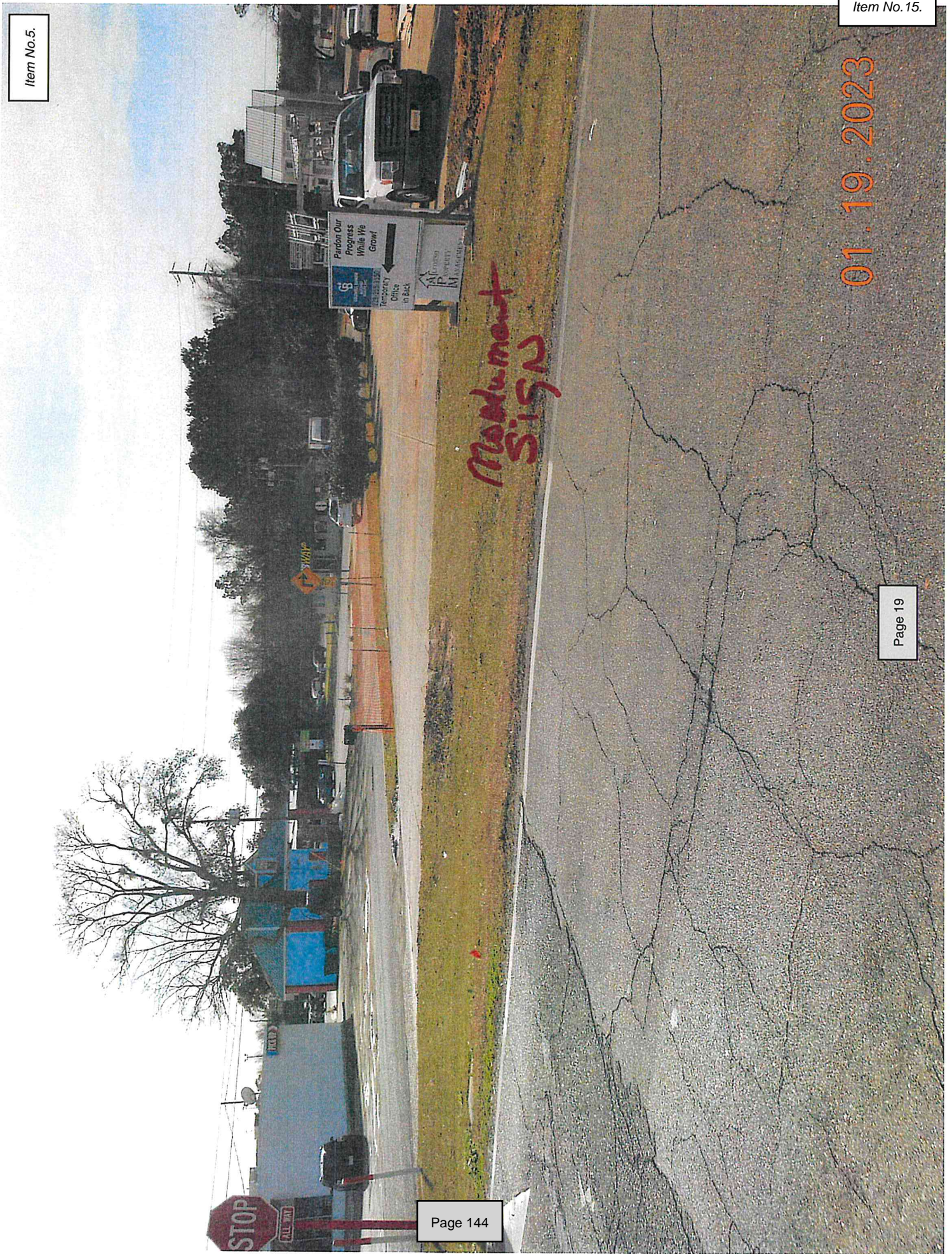


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01.19.2023

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01.19.2023





Item No.5.

Item No.15.

01.19.2023

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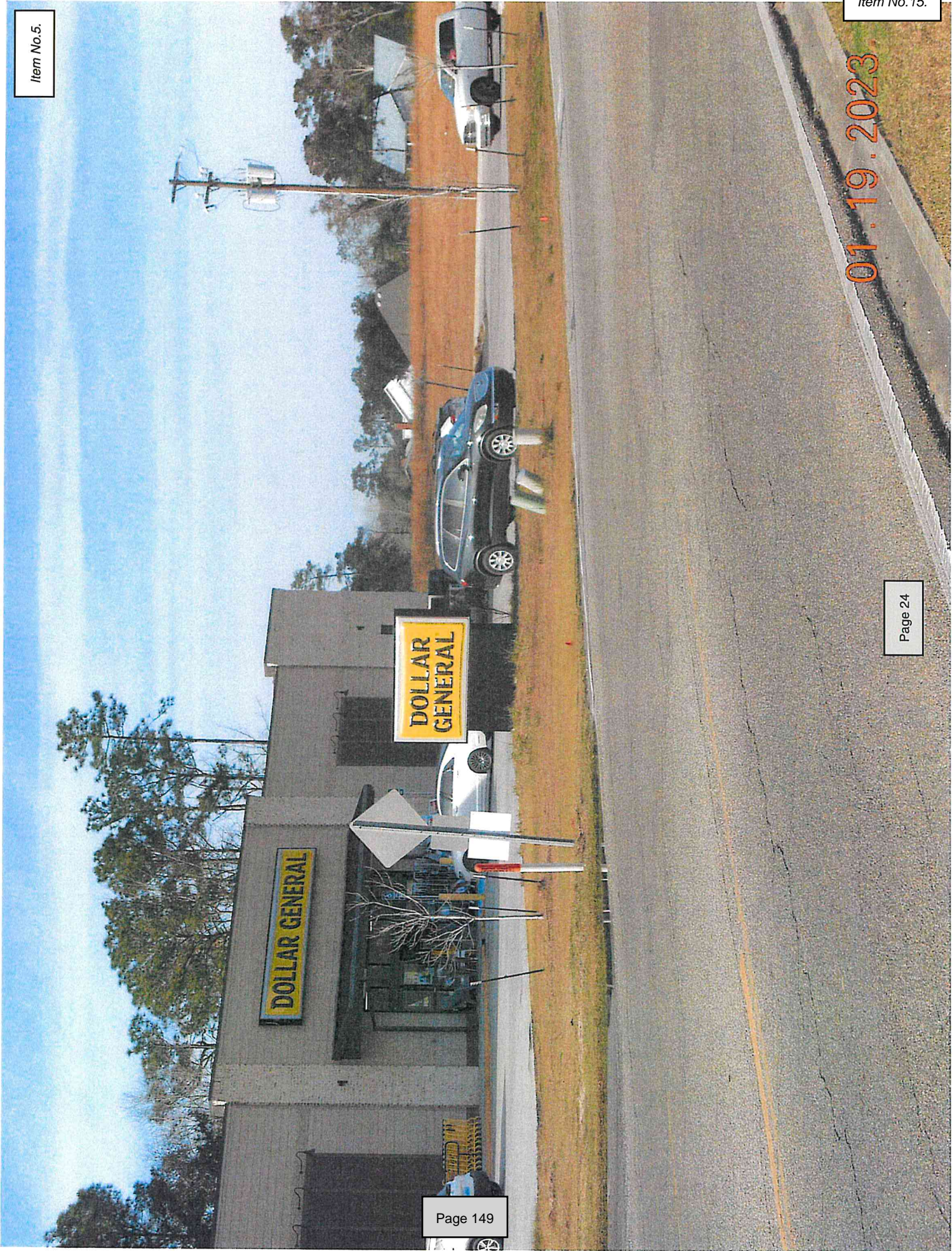
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Item No. 5.

Item No. 15.

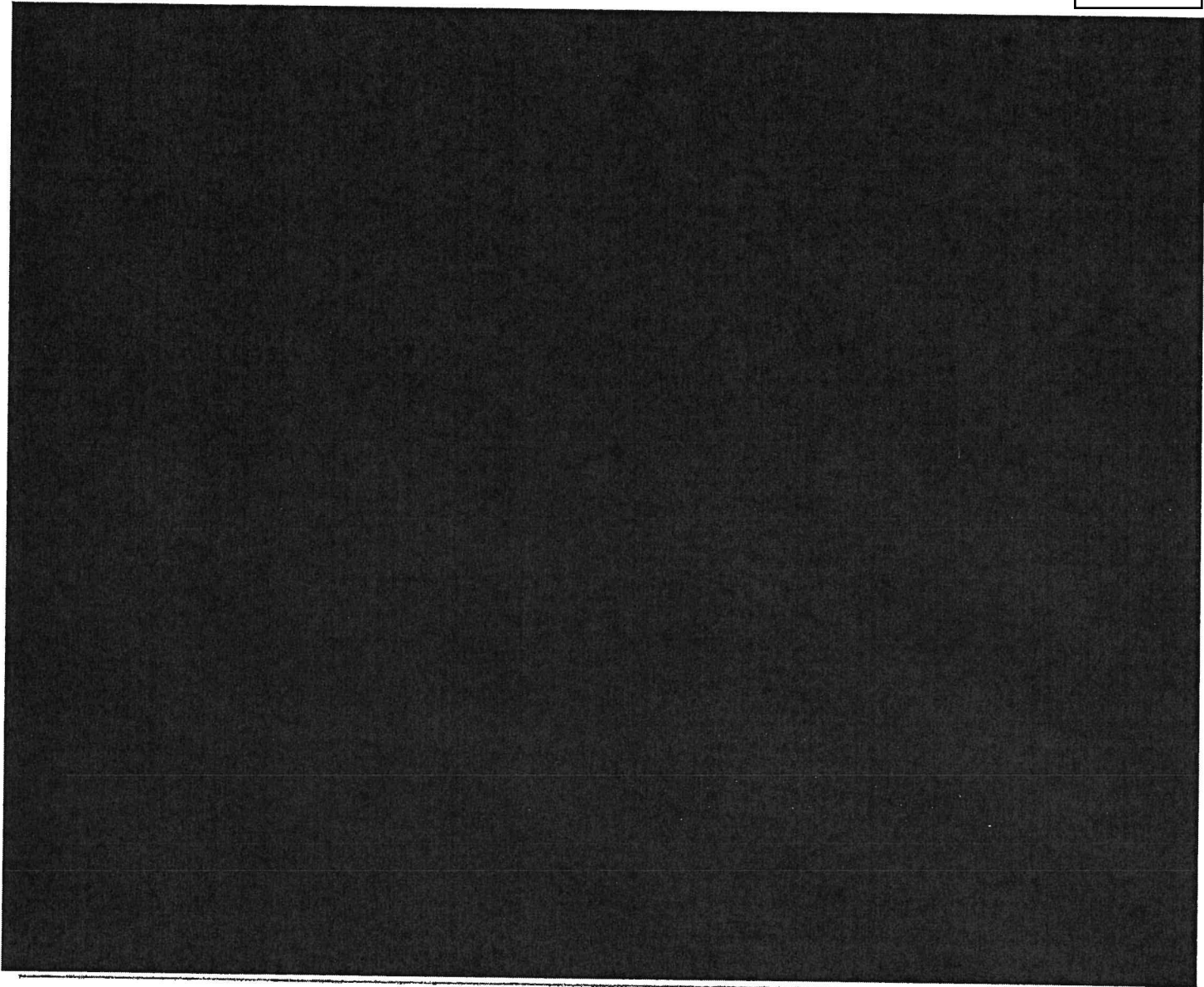
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01.19.2023





From: Robert Byrd <rab@byrdwiser.com>
Sent: Friday, October 21, 2022 2:11:41 PM (UTC-06:00) Central Time (US & Canada)
To: Sam McHard <SMcHard@mchardlaw.com>
Subject: FW: EXIT 16 Roundabout

Sam-I recently entered an appearance for GBC. The message below was sent to my client by the Mayor regarding signage at your client's station. Bob

Robert Alan Byrd, Esq.
BYRD & WISER
145 Main Street (39530)
PO Drawer 1939
Biloxi, MS 39533
228-432-8123
228-432-7029 (fax)
rab@byrdwiser.com

From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Friday, October 21, 2022 12:28 PM

To: Robert Byrd <rab@byrdwiser.com>; Walter.Gex@frx.com; mikecure123@gmail.com; Guy Billups <g32265@aol.com>

Subject: FW: EXIT 16 Roundabout

Hey Mr. Bob – I received the email below from the Mayor of Diamondhead a few days ago. I didn't know if you wanted to send it to KeithCo but apparently there aren't going to be any restrictions on their signage!! Thanks, Rachel



RACHEL & NICOLE FARMER

o. 404.261.6300 / Rachel 404.216.4569 / Nicole 404.797.0684

rachelfarmer@beacham.com / nicolefarmer@beacham.com

One Buckhead Plaza / 3060 Peachtree Road, Suite 100 / Atlanta, Ga 30305

#MoreLuxuryPerSquareFoot

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Sent: Tuesday, October 18, 2022 8:02 PM

To: Rachel Farmer <rachelfarmer@beacham.com>

Subject: RE: EXIT 16 Roundabout

I added the motion to the agenda tonight and it was approved. Please reach out to Ron Jones, city's building department (228) 222-4626, tomorrow about getting your sign permit.

MOTION AS PASSED: Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 Improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

Thank you,
Mayor Depreo

From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Tuesday, October 18, 2022 2:24 PM

To: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Subject: RE: EXIT 16 Roundabout

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

Great – thanks, Nancy for the update. Rachel

Please keep me posted.



RACHEL & NICOLE FARMER

o. 404.261.6300 / Rachel 404.216.4569 / Nicole 404.797.0684

rachelfarmer@beacham.com / nicolefarmer@beacham.com

One Buckhead Plaza / 3060 Peachtree Road, Suite 100 / Atlanta, Ga 30305

#MoreLuxuryPerSquareFoot

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Sent: Tuesday, October 18, 2022 2:25 PM

To: Rachel Farmer <rachelfarmer@beacham.com>

Subject: RE: EXIT 16 Roundabout

Hi Rachel,

I am adding the motion on the agenda tonight. I will let you know if it passes.

Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 Improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

MDOT was at the ward meeting on Saturday and here is the start dates they gave me:

- * Project is estimated to begin in April 2023
- * Project time is estimated between 18-24 months

Thank you,
Mayor Depreo

From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Monday, September 26, 2022 10:33 AM

To: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Subject: RE: EXIT 16 Roundabout

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

No there is a hearing set for November 17th. I'll keep you in the loop. Thanks, Rachel



RACHEL & NICOLE FARMER

o. 404.261.6300 / Rachel 404.216.4569 / Nicole 404.797.0684

rachelfarmer@beacham.com / nicolefarmer@beacham.com

One Buckhead Plaza / 3060 Peachtree Road, Suite 100 / Atlanta, Ga 30305

#MoreLuxuryPerSquareFoot

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Sent: Monday, September 26, 2022 11:30 AM

To: Rachel Farmer <rachelfarmer@beacham.com>

Subject: RE: EXIT 16 Roundabout

Last I was told by MDOT is the fall of 2023.

They are coming to my ward meeting on Saturday, October 15, 2022 at 9:00am, so I will have a definitive answer then.

Did you get your sign worked out?

Thank you,
Mayor Depreo

From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Monday, September 26, 2022 8:53 AM

To: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Subject: RE: EXIT 16 Roundabout

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

Hey Nancy – do you know when they are going to start construction on the round about?

Thanks, Rachel



RACHEL & NICOLE FARMER

o. 404.261.6300 / Rachel 404.216.4569 / Nicole 404.797.0684

rachelfarmer@beacham.com / nicolefarmer@beacham.com

One Buckhead Plaza / 3060 Peachtree Road, Suite 100 / Atlanta, Ga 30305

#MoreLuxuryPerSquareFoot

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Sent: Friday, June 17, 2022 3:34 PM

To: Rachel Farmer <rachelfarmer@beacham.com>

Subject: Re: EXIT 16 Roundabout

The City's attorney has been trying to call your attorney.

Would you mind sharing the city's attorney's number Derek Cuisick, (228) 324-2652 with your attorney.

Thank you,
Mayor Depreo

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From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Wednesday, June 15, 2022 3:08:50 PM

To: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Subject: RE: EXIT 16 Roundabout

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

You will need to go through the Diamondhead attorney to reach out to the KeithCo attorney – It's all a part of the lawsuit against MDOT! I have no idea what their requirements are – just don't want to get tangled in the legal mess! Rachel



RACHEL & NICOLE FARMER

o. 404.261.6300 / Rachel 404.216.4569 / Nicole 404.797.0684

rachelfarmer@beacham.com / nicolefarmer@beacham.com

One Buckhead Plaza / 3060 Peachtree Road, Suite 100 / Atlanta, Ga 30305

#MoreLuxuryPerSquareFoot

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Sent: Wednesday, June 15, 2022 2:46 PM

To: Rachel Farmer <rachelfarmer@beacham.com>

Subject: Re: EXIT 16 Roundabout

Thank you for letting me know. Can you please send me what their sign requirements are and let me show it to the city's building department.

Get Outlook for iOS

From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Wednesday, June 15, 2022 1:43 PM

To: Nancy Depreo

Subject: RE: EXIT 16 Roundabout

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

Thanks, Nancy. According to KeithCo's attorney, the new signage codes do not conform to Chevron's signage requirements. Therefore, they claim, no sign – no business! If you find out what the gas station across the street is doing please let me know. We might be looking for a new tenant!! Rachel



RACHEL & NICOLE FARMER

o. 404.261.6300 / Rachel 404.216.4569 / Nicole 404.797.0684

rachelfarmer@beacham.com / nicolefarmer@beacham.com

One Buckhead Plaza / 3060 Peachtree Road, Suite 100 / Atlanta, Ga 30305

#MoreLuxuryPerSquareFoot

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Sent: Wednesday, June 15, 2022 1:32 PM

To: Rachel Farmer <rachelfarmer@beacham.com>

Subject: Re: EXIT 16 Roundabout

Hi Rachel,

Sorry it took so long to get back to you but it involved the city as well as MDOT.

MDOT responded that they thought the signage was a city concern so I emailed the city.

The city attorney responded with the following:

"I spoke with Ronald about this today. Our thought is that we are not certain whether the Chevron structure itself conforms with the code or not but that the sign is non-conforming. The position that has been taken with all other commercial properties in that area (Hancock, The First, gas station on opposite side of street, Burger King) has been that the sign ordinance and new downtown design require monument signs upon a change or alteration of the sign. To be consistent the thought is that Chevron will need a monument sign if the current sign has to be moved or altered."

I responded with an email specifically asking if the gas station across the street had been notified about the signage and the answer was yes. So, the signage was a city concern.

Please let me know if you need any additional information.

Thank you,
Mayor Depreo

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From: Rachel Farmer <rachelfarmer@beacham.com>

Sent: Friday, June 10, 2022 1:50:21 PM

To: Nancy Depreo <NDepreo@diamondhead.ms.gov>

Subject: Re: EXIT 16 Roundabout

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

Can you check on the signage as well. Thanks Rachel

Sent from my iPhone

On Jun 10, 2022, at 12:12 PM, Rachel Farmer <rachelfarmer@beacham.com> wrote:

Thanks Nancy Rachel

Sent from my iPhone

On Jun 10, 2022, at 10:47 AM, Nancy Depreo <NDepreo@diamondhead.ms.gov> wrote:

Good morning!

Below is the response to your question. Please let me know if you need any additional information.

Thank you,
Mayor Depreo

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From: Castleberry, Kelly <kcastleberry@mdot.ms.gov>
Sent: Friday, June 10, 2022 9:29 AM
To: Nancy Depreo
Subject: RE: EXIT 16 Roundabout

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

Nancy,

The Roundabouts are designed for large trucks to turn through the circle. All are equipped with a truck apron pad that the trailer travels through as the truck turns.

Kelly

From: Nancy Depreo <NDepreo@diamondhead.ms.gov>
Sent: Thursday, June 9, 2022 6:45 AM
To: Castleberry, Kelly <kcastleberry@mdot.ms.gov>
Subject: EXIT 16 Roundabout

Good morning,

I have someone asking if we are sure large trucks can get through the roundabout. Can you please verify?

Thank you,
Mayor Depreo



Commissioner Bennett
 Commissioner Brewer
 Commissioner Cook
 Commissioner Debrow
 Commissioner Flowers
 Commissioner Layel
 Commissioner Nicaud

AGENDA PLANNING AND ZONING COMMISSION

Tuesday, January 24, 2023

6:00 PM CST

Council Chambers, City Hall
 and via teleconference, if necessary

Call to Order

Statement of Purpose

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

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of November 8, 2022 minutes.

New Business

3. Bob Barber of Orion Planning
4. Clyde Holzbauer has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow an addition to the existing carport 5' from the west side yard property line. The property address is 7722 Mamalu Place. The tax parcel number is 067K-2-36-045.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 5'. The Case File Number is 202200555.
5. The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Sign Ordinance (10.10.4). The Case File Number is 202200581. The proposed text is to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocated existing signage or replace signage with signage similar to existing.

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

6. The next City Council meeting is Tuesday February 7, 2023.
 The next Planning Commission meeting is February 28, 2023.

Adjourn or Recess



Commissioner B
Commissioner B
Commissioner Cook
Commissioner Debrow
Commissioner Flowers
Commissioner Layel
Commissioner Nicaud

MINUTES PLANNING AND ZONING COMMISSION

Tuesday, November 08, 2022

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Commissioner Debrow called the meeting to order at 6: p. m.

Statement of Purpose

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

Commissioner Bennett read the Statement of Purpose

Pledge of Allegiance

Commissioner Brewer led The Pledge of Allegiance.

Roll Call

Present at the meeting were: Commissioners Debrow, Layel, Nicaud, Cook, Bennett, Brewer. Absent was Chairman Flowers. Also present were City Attorney Derek Cusick, Development Coordinator Pat Rich, Building Official, Ronald Jones, Building Inspector Beau King, and Minute Clerk, Tammy Braud.

Confirmation or Adjustments to Agenda

Commissioner Bennett made a motion, second by Commissioner Cook to accept the Agenda as presented.

Motion Passed Unanimously

Approval of Minutes

1. Approval of October 25, 2022 minutes.

Commissioner Cook made a motion, second by Commissioner Brewer to accept the Minutes of October 25, 2022.

Motion passed Unanimously

New Business

2. J. White Homes, LLC, represented by Jason White has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single family residence within 9'3" of both side yard property lines. The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 9" on each side yard for a total of 1'6". The Case File Number is 202200464.

Development Coordinator, Pat Rich presented the case. He answered questions from commissioners.

Commissioner Debrow asked if anyone was present to represent J White Homes.

Jason White owner spoke and answered questions .

Commissioner Debrow asked for any public comments.

Mr. Allen Ryan stated he was not in favor of the variance, and stated all side setbacks should be 10 ft.

Development Coordinator, Pat Rich read the staff report recommending approving the variance.

Commissioner Bennett made a motion , second by Commissioner Layel to accept the recommendation ,and approve as petitioned to the City Council.

Roll Call:

Ayes: Debrow, Layel, Cook, Bennett, Nicaud, Brewer. Nays: None Absent: Flowers

Motion Passed Unanimously

3. Hasselvander, LLC, represented by Brian Hasselvander, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15'6" from the rear property line. The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20'. The variance requested is 4'6". The Case File Number is 202200466.

Development Coordinator, Pat Rich presented the case to the commissioners. He answered all questions.

Commissioner Debrow asked if anyone was present to represent Hasselvander.

Brian Hasselvander, owner, spoke and answered questions from commissioners.

Commissioner Debrow asked for any public comments. None

Development Coordinator, Pat Rich read the staff report recommending approving the variance.

Commissioner Brewer, made a motion, second by Commissioner Nicaud to accept the recommendation and approve the variance to the City Council.

Roll Call:

Ayes: Debrow, Layel, Cook, Nicaud, Bennett, Brewer Nay: None Absent: Flowers

4. Approval of the 2023 Planning & Zoning Commission Calendar.

Planning & Zoning was presented a Calendar for next years meeting dates.

Commissioner Cook made a motion, second by Commissioner Layel to accept the Calendar as presented.

Motion Passed Unanimously

Unfinished Business

None

Open Public Comments to Non-Agenda Items

Commissioners' Comments

None

Communication / Announcements

5. The next City Council meeting is Tuesday November 15, 2022.
The next Planning Commission meeting is December 13, 2022.

Adjourn or Recess

Commissioner Bennett made a motion, second by Commissioner Nicaud to adjourn the meeting at 6:37 p.m.

Motion Passed Unanimously



5000 Diamondhead Circle
Diamondhead, MS 39525

Ph: 228-222-4626

FX: 228-222-4390

APPLICATION FOR VARIANCE REQUEST

Case Number: 202200555

Date 12/1/22

Applicant: David Clyde Holzbauer

Applicant's Address: 7722 Mama Lu Place Diamondhead

Applicant's Email Address: cholzbauer@icloud.com MS

Applicant's Contact Number: (Home) ^{989 745-}2668 (Work) retired (Cell) same 395-25

Property Owner: Clyde Holzbauer

Owner's Mailing Address: 7722 Mama Lu Pl. Diamondhead

Owner's Email Address same as above

Owner's Contact Number: (Home) same (Work) — (Cell) —

* Tax Roll Parcel Number: 067K-2-36-045.000

Physical Street Address: 7722 Mama Lu Pl. Diamondhead

* Legal Description of Property: PH 1 Addition 1 Unit 7 Block 6 41442 MS

* Zoning District: R-2

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

side for carport (no walls)

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

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

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

The Public Hearing will be held on January 24th, 2023 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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


Signature of Applicant


Signature of Property Owner

____ For Official Use Only ____

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

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

REQUIRED ITEM A

Property Owner Clyde HolzbauerStreet Address 9722 Mamalu Pl. Diamondhead

Statement Describing Variance Request

to construct carport (no sides)
with 2 posts to be set
5' or from adjacent property line

The reasons why it complies with the criteria for variances:

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

Response: yes - neighbor/owner of
adjacent prop. ^{is} in full agreement
having physically inspected the planned
extension.

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

Response: Not sure, but I would not
be surprised given the age
of my neighbor

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

Response: No, in that I am asking
to construct an extension of
my existing carport (smaller version,
same exact style)

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

Response: again, not certain, (I have no
way of being 100% sure), but I
doubt it would be a special privilege
not shared by others.

Diamondhead, Mississippi

Google

Street View - Jun 2013

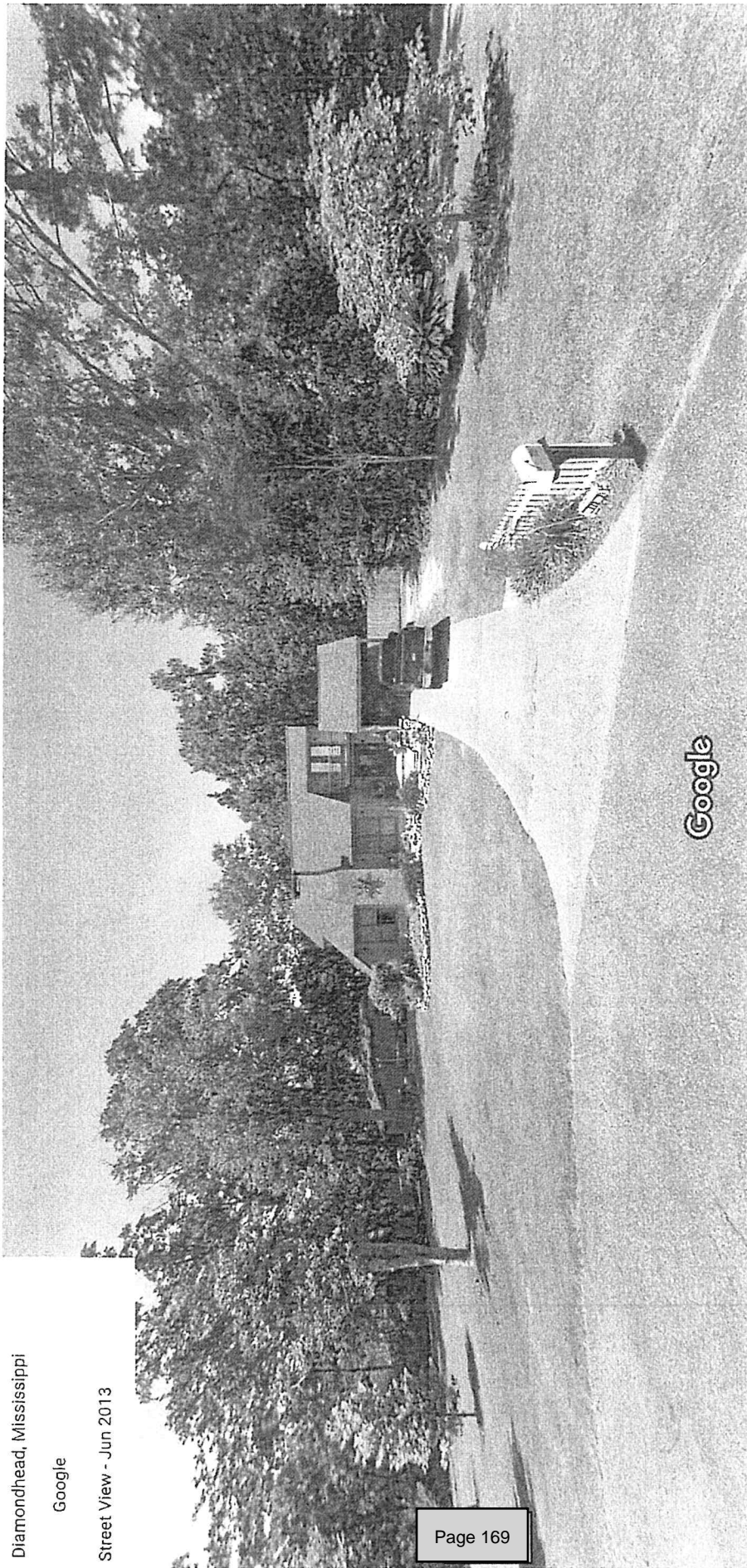
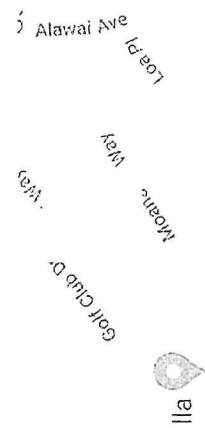


Image capture: Jun 2013 © 2022 Google



**NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS**

Clyde Holzbauer has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow an addition to the existing carport 5' from the west side yard property lines.

The property address is 7722 Mamalu Place. The tax parcel number is 067K-2-36-045.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 5'. The Case File Number is 202200555.

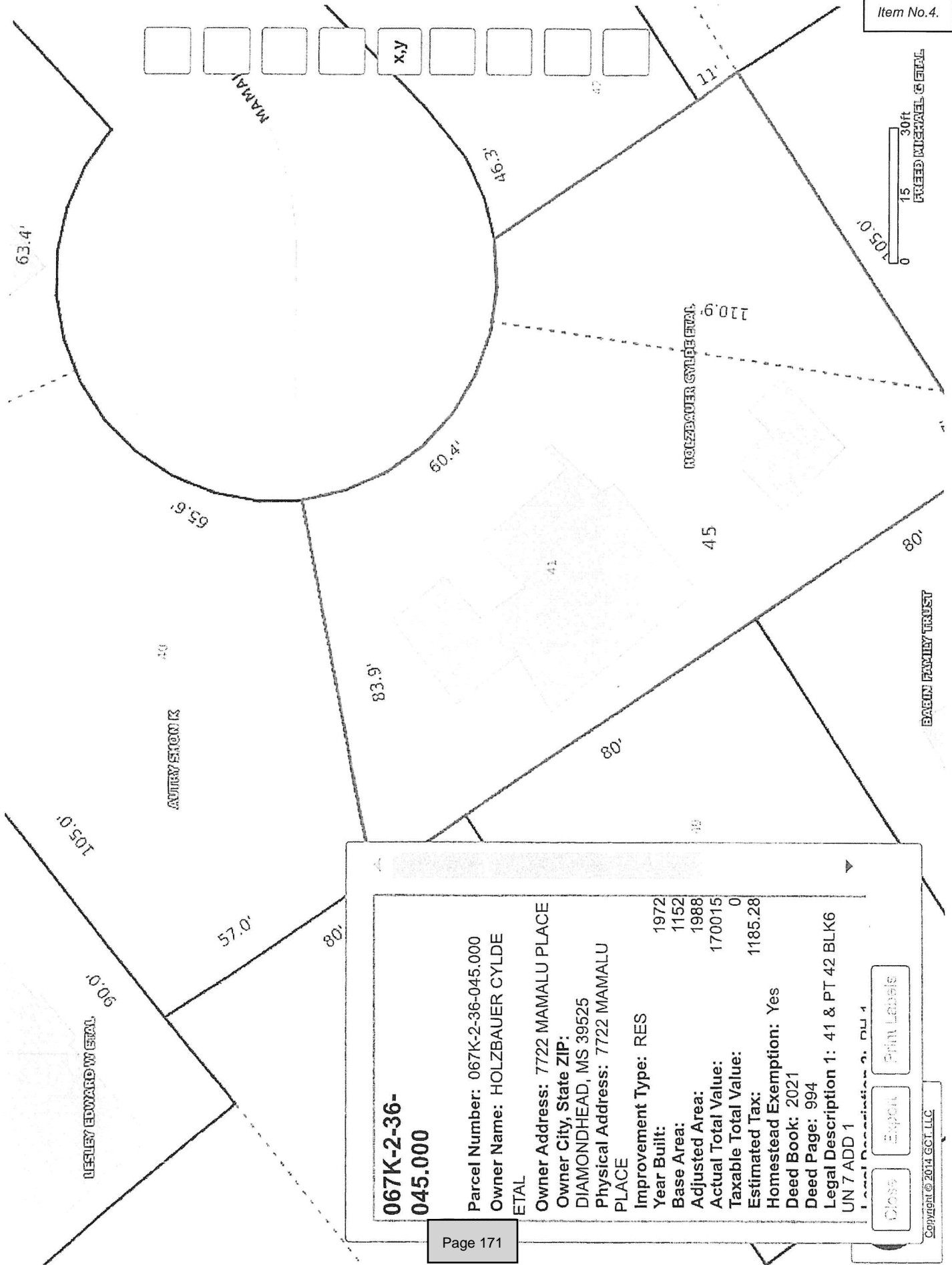
In accordance with the Comprehensive Zoning Ordinance Article 2.6.4, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited time, or may be granted subject to conditions as the Planning Commission or Mayor and City Council may prescribe.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, January 24, 2023, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.

Item No. 15.

Item No. 4.



067K-2-36-045.000

Parcel Number: 067K-2-36-045.000

Owner Name: HOLZBAUER CYLDE ETAL

Owner Address: 7722 MAMALU PLACE

Owner City, State ZIP:

DIAMONDHEAD, MS 39525

Physical Address: 7722 MAMALU PLACE

Improvement Type: RES

Year Built:

1972

Base Area:

1152

Adjusted Area:

1988

Actual Total Value:

170015

Taxable Total Value:

0

Estimated Tax:

1185.28

Homestead Exemption: Yes

Deed Book: 2021

Deed Page: 994

Legal Description 1: 41 & PT 42 BLK6

UN 7 ADD 1

Legal Description 2: DU 4

Close

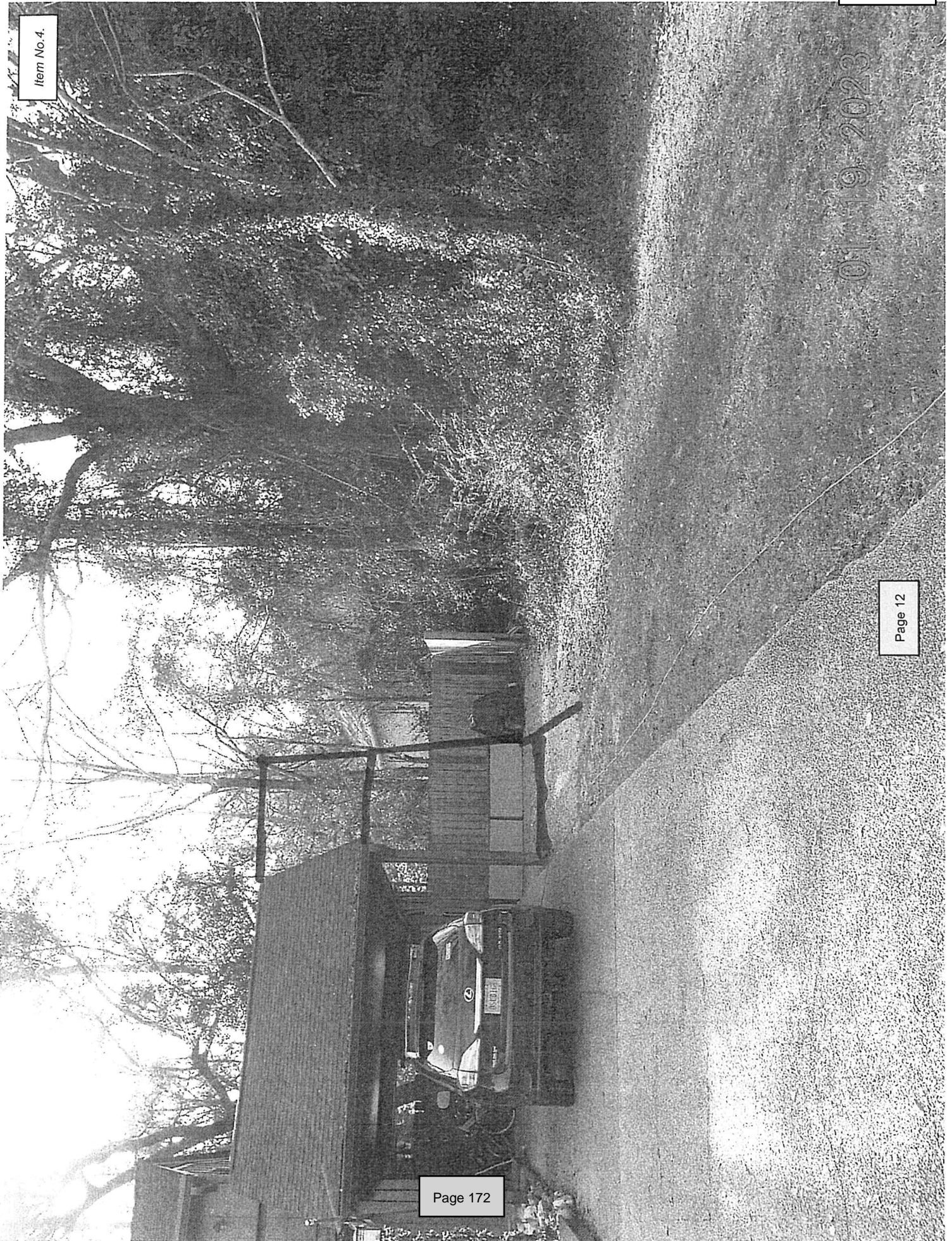
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Print Labels

Item No. 4.

01-19-2023

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NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS

2023
The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Sign Ordinance (10.10.4). The Case File Number is 202200581. The proposed text is to allow the option for commercial businesses impacted by MDOT's Exit 16 improvements to either replace signage per updated sign ordinance, relocated existing signage or replace signage with signage similar to existing.

In accordance with Article 2.8.2, the City Council shall have jurisdiction with respect to all Text Amendments and Rezoning. The Planning Commission shall review and submit a recommendation to the City Council on Text Amendments and Rezoning.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, January 24, 2023, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.

Resolutions:

2. **2023-034:** Motion to adopt Resolution 2023-005 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 16 and 17, Diamondhead Phase 2, Unit 5, Block 6. The Physical address is 68195 Diamondhead Drive East. Parcel number 131B-0-01-164.000. (Ginn)

Motion made by Ward 4 Clark, Seconded by Mayor Depreo to adopt Resolution 2023-005 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 16 and 17, Diamondhead Phase 2, Unit 5, Block 6. The Physical address is 68195 Diamondhead Drive East. Parcel number 131B-0-01-164.000. (Ginn)

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to approve the following agenda items by consent:

3. **2023-026:** Motion to approve Change Order No. 1 for twenty-five (25) additional days to the contract with J and A Excavation Inc. for the Makiki Drive Drainage with no change to contract price.
4. **2023-027:** Motion to authorize payroll expenses for the Employee Incentive Plan for FY23 in the amount of \$250 each for eligible employees for the second payroll periods in November 2022 and May 2023 to be determined by the City Manager.
5. **2023-028:** Motion to approve payments to Digital Engineering in the amount of \$72.50 for Developer Plan and Spec Reviews, in the amount of \$750.00 for Roadway Improvements Phase 4 and in the amount of \$198.75 for the Beaux Vue Phase 2 Drainage Improvements.
6. **2023-029:** Motion to approve payment in the amount of \$12,000 to Covington Civil & Environmental, LLC for Site Development Plan Review and \$4061.25 for Commercial District Transformation Services.
7. **2023-030:** Motion to approve payment to Compton Engineering in the amount of \$725.00 for Anahola & Hana Place Drainage Basin.
8. **2023-031:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$29,500.00 for Site Development Plan Review as needed.
9. **2023-032:** Motion to approve Pay Application 3 in the amount of \$9,229.97 to J&A Excavation for Makiki Drive Drainage.
10. **2023-036:** Motion to approve allocation to Pearl River Community College Tuition Assistant Program in the amount of \$5000.00 that is included in the FY23 budget.
- 10a. Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 Improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

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

MOTION CARRIED UNANIMOUSLY

10A. Motion to allow the option for commercial businesses impacted by MDOT's Exit 16 Improvements to either replace signage per updated sign ordinance, relocate existing signage or replace signage with signage similar to existing.

Description:

*Per
this
ordinance*

The Mayor and Council have previously approved allowing the commercial businesses impacted by MDOT's Exit 16 to be non-conforming properties. As a result of the new MDOT Right of Way, businesses will no longer meet the requirements of the ordinances such as building setbacks. Adding the signage to the non-conforming properties lets the commercial owners impacted by this project know that we are sympathetic to the cost for the new signage to meet the updated ordinance and the cost that they are already incurring to accommodate the new right of way. It also lets these business owners know that they are not being singled out to replace signage while other business owners not impacted by Exit 16 Improvements are allowed to keep their signage in place.

In addition, it is yet to be determined, the economic and inconvenience associated with the 24-month project as it relates to lane closures, traffic delays, construction equipment, lack of accessibility by patrons, lack of visibility to store frontage and general dirt and debris associated with construction. }



Item No. 15.

Item No. 5.

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

MINUTES
SPECIAL CALLED MEETING OF THE CITY COUNCIL
Monday, October 24, 2022
8:00 AM CST
Council Chambers, City Hall

Call to Order.

Mayor Depreo called the meeting to order at 8:00 a.m.

Roll Call

PRESENT

Mayor Nancy Depreo
Councilmember-At-Large Gerard Maher
Ward 1 Shane Finley - via teleconference
Ward 2 Anna Liese
Ward 3 John Cumberland
Ward 4 Charles Clark – via teleconference

Confirm or Adjust Agenda Order

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese 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

Action Agenda.

1. **2023-040:** Motion for discussion and possible action regarding agenda Item 10 a. as approved at the October 18, 2022 City Council Meeting.

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland for discussion possible action regarding agenda item 10 a. as approved at the October 18, 2022, City Council Meeting.

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

MOTION CARRIED UNANIMOUSLY

October 24, 2022, Special Called Meeting Minutes

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to rescind agenda item 10 a. as approved the October 18, 2022, City Council Meeting and to refer the matter to the Planning and Zoning Commission for a public hearing and recommendation.

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

Voting Nay: Mayor Depreo

Motion Carried

Adjourn/Recess.

At 8:15 a.m. with no further business to come before the Council, motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

Go gle Maps 13551 Gex Dr

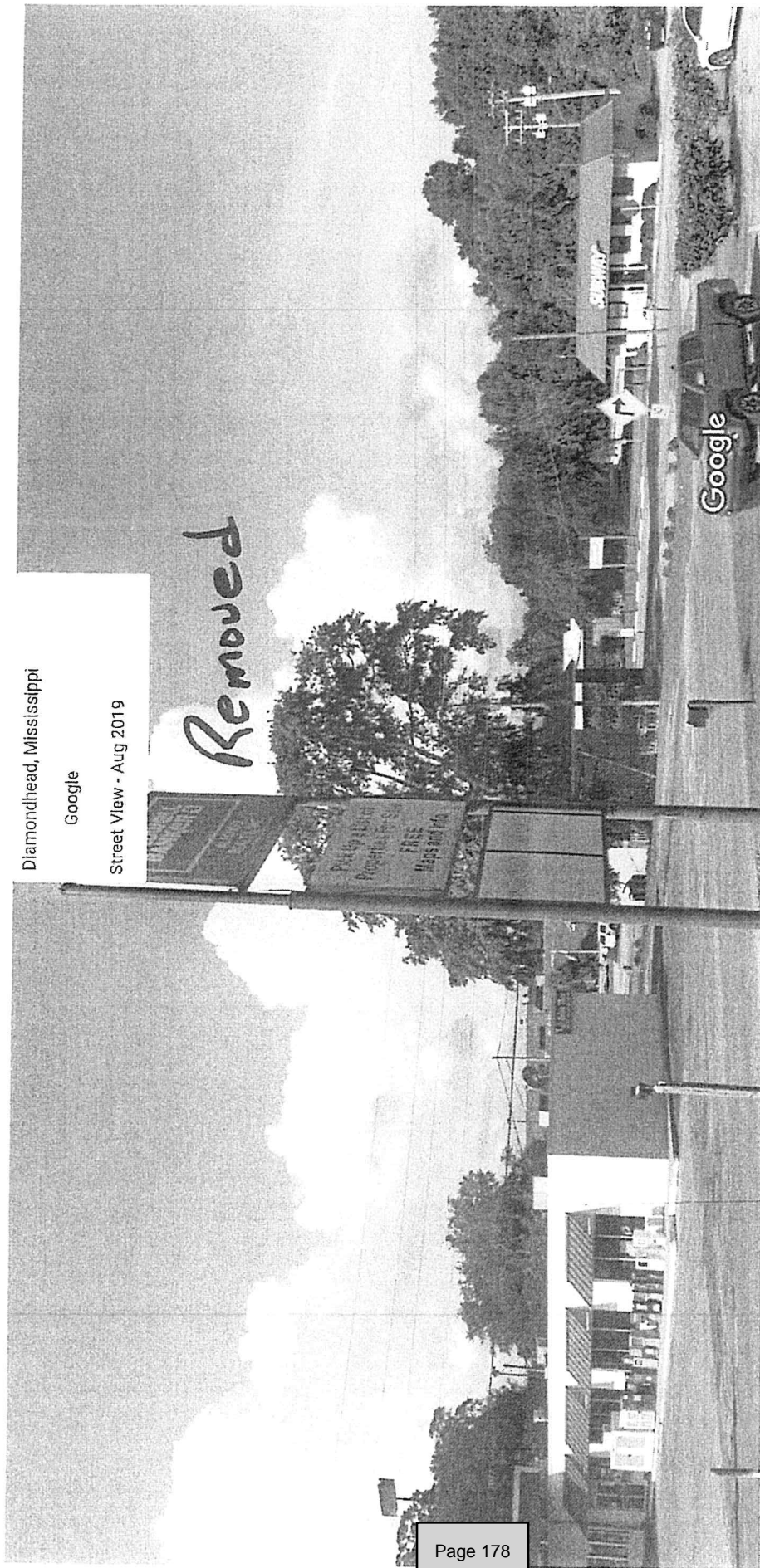

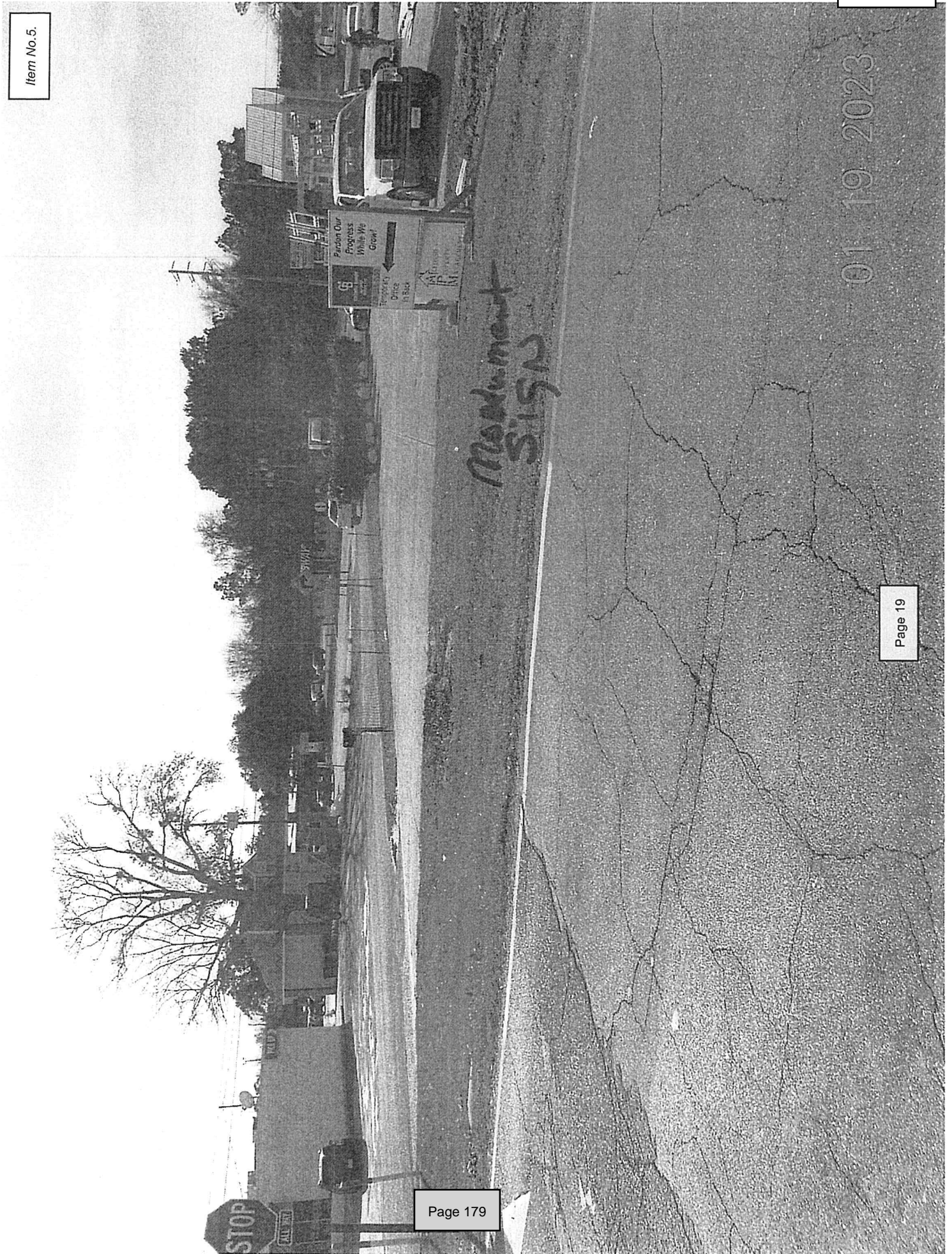


Image capture: Aug 2019 © 2023 Google

← Coldwell Banker Alfonso Realty D... 

All Street View & 360°

Item No. 5.



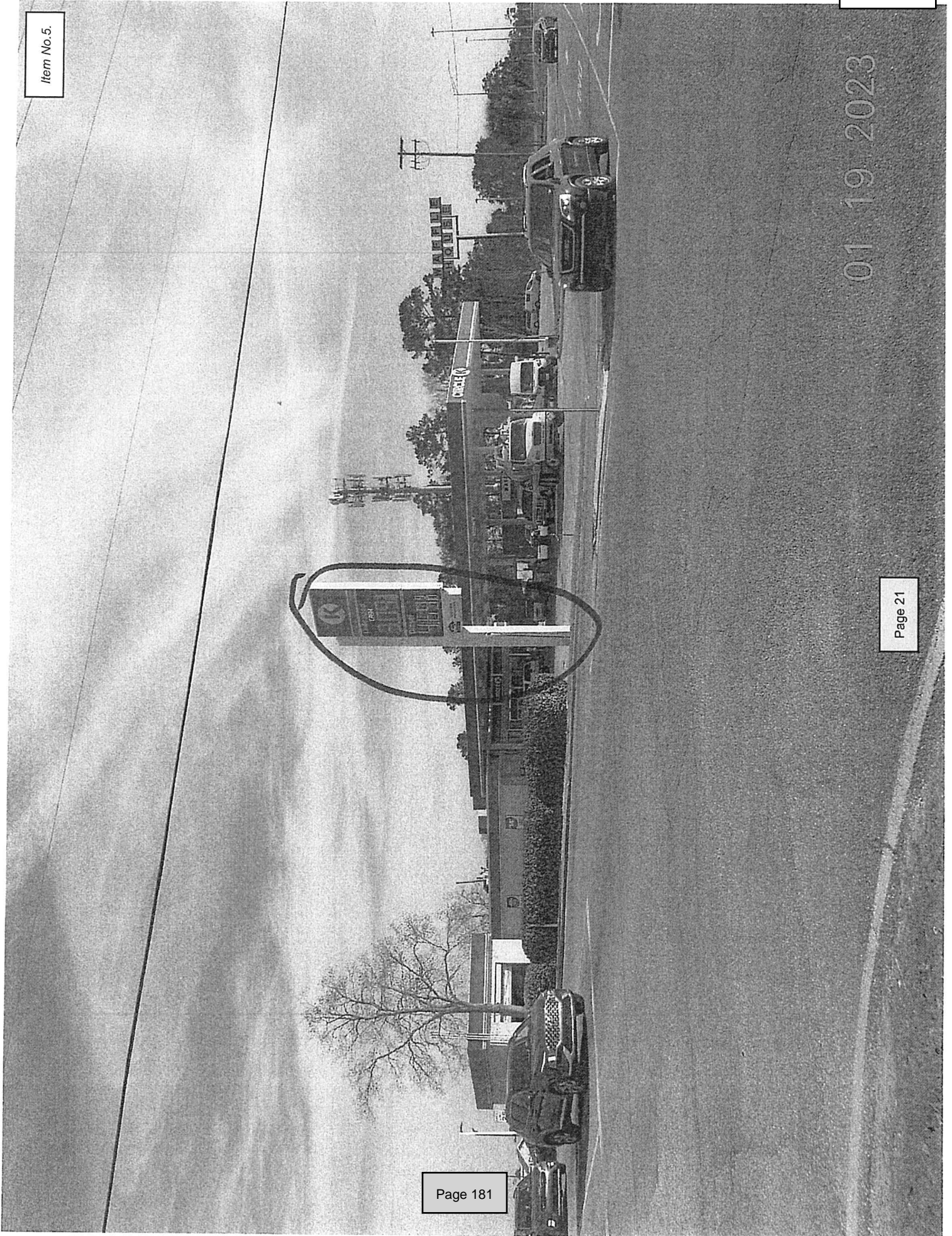
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Item No. 5.



01-19-2023

01-19-2023



Google Maps 5408 Gex Dr

Diamondhead, Mississippi

Google

Street View - Aug 2019

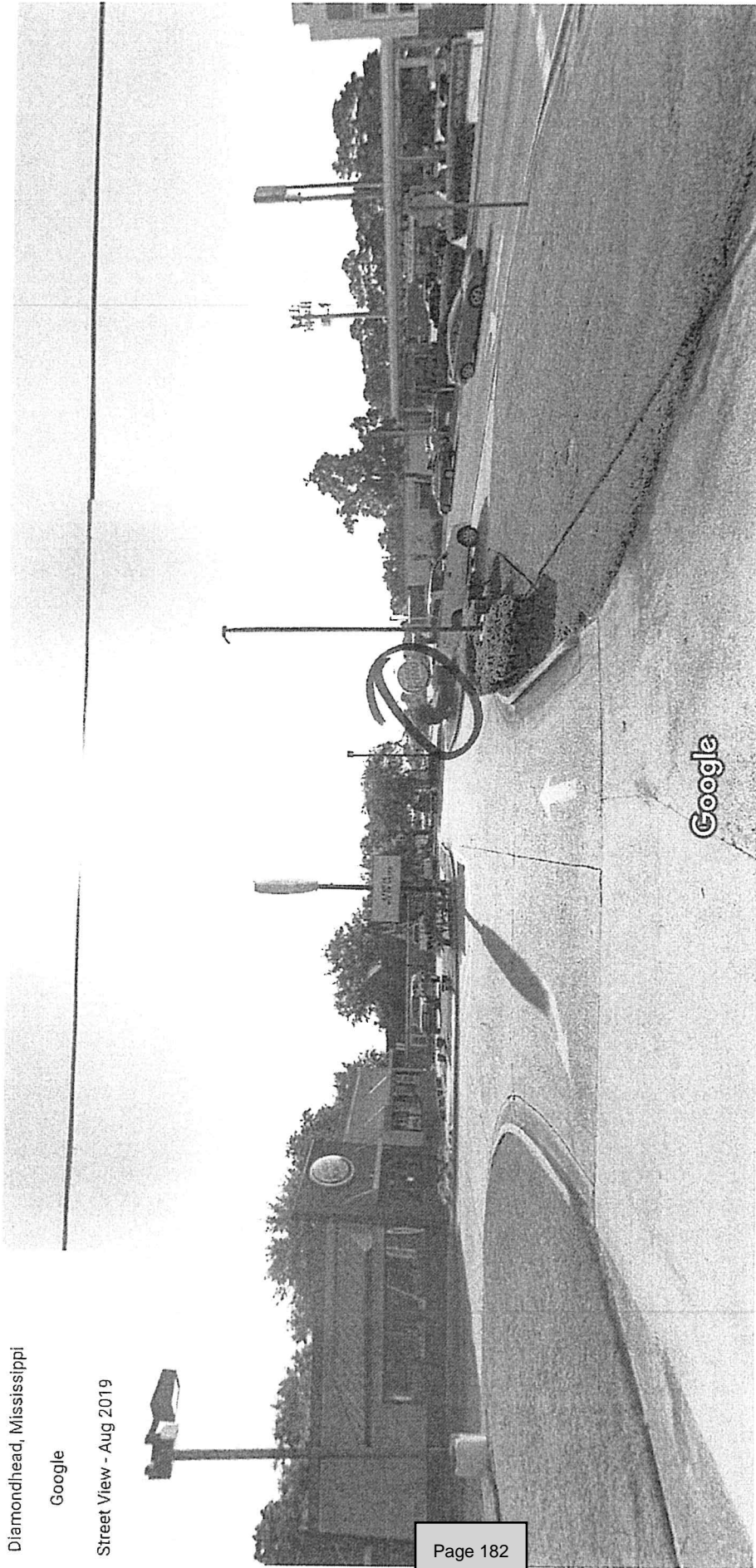
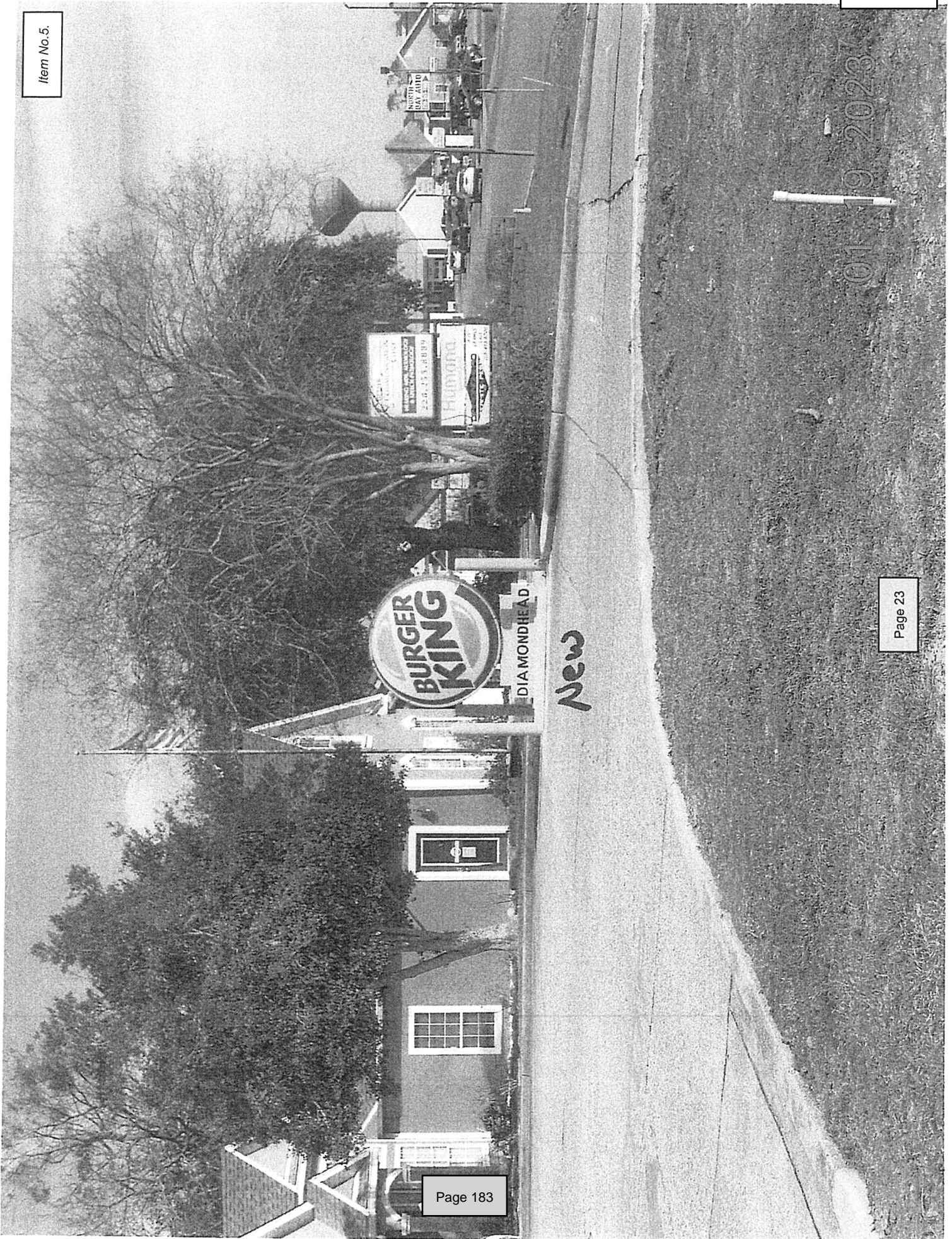


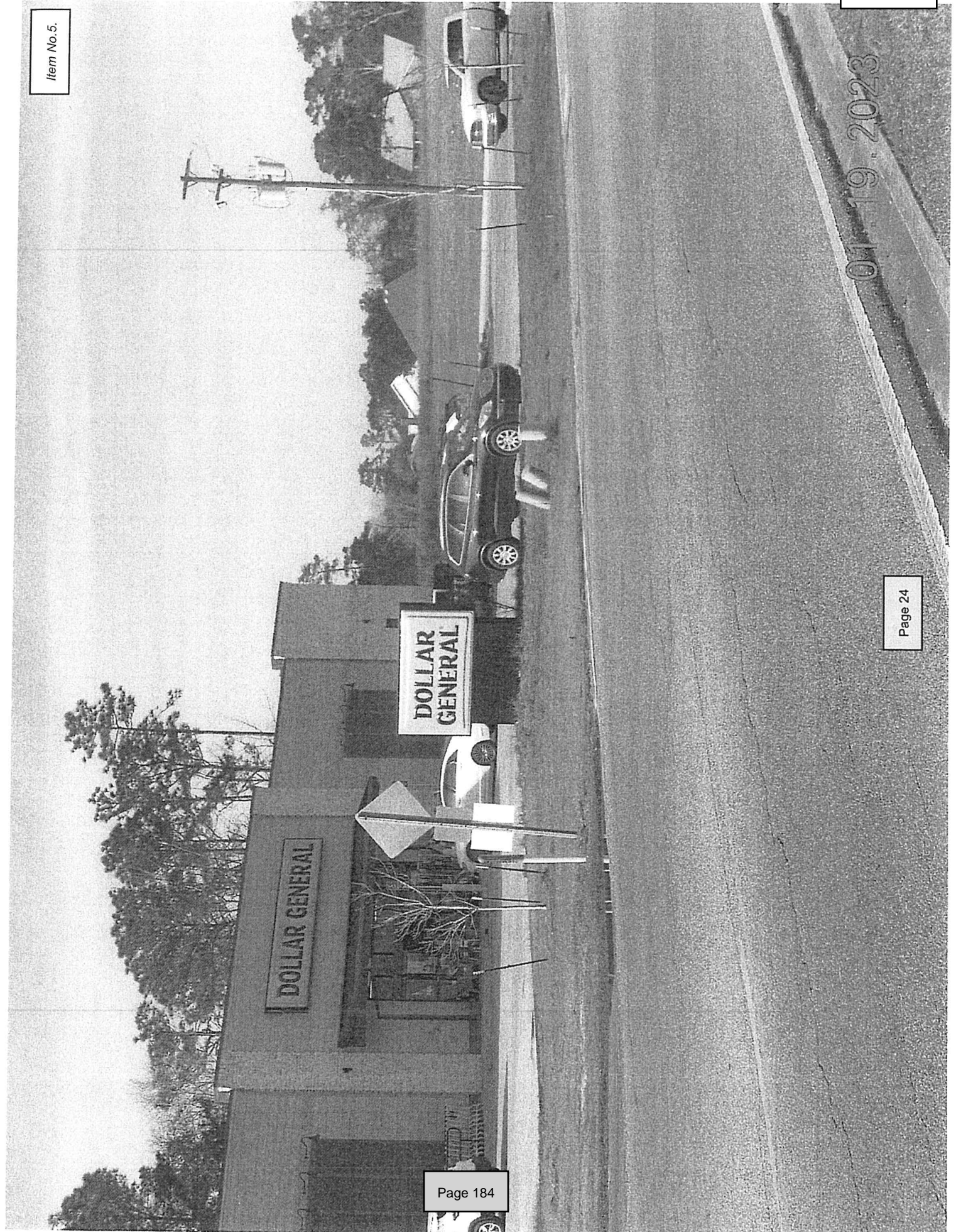
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Item No. 5.



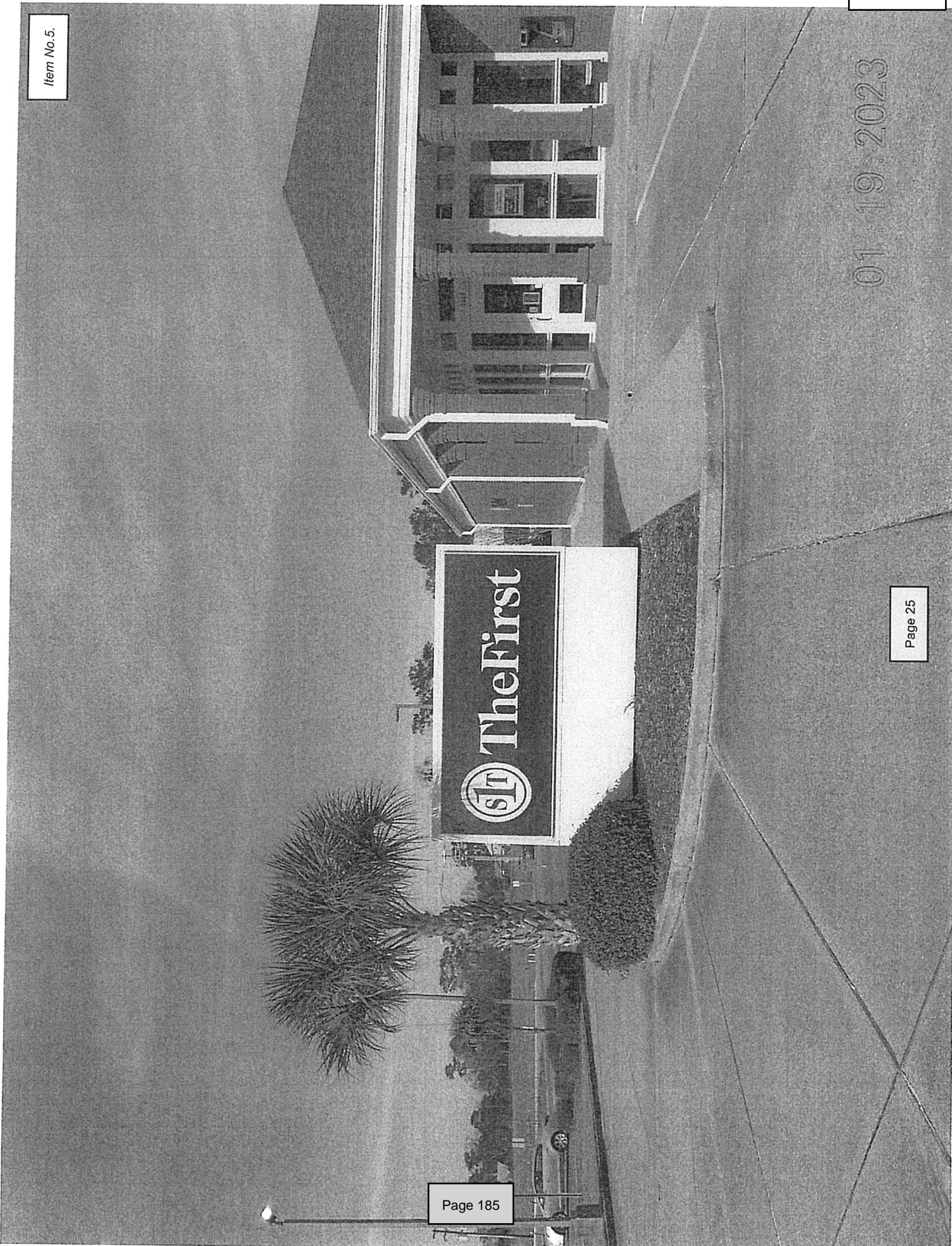
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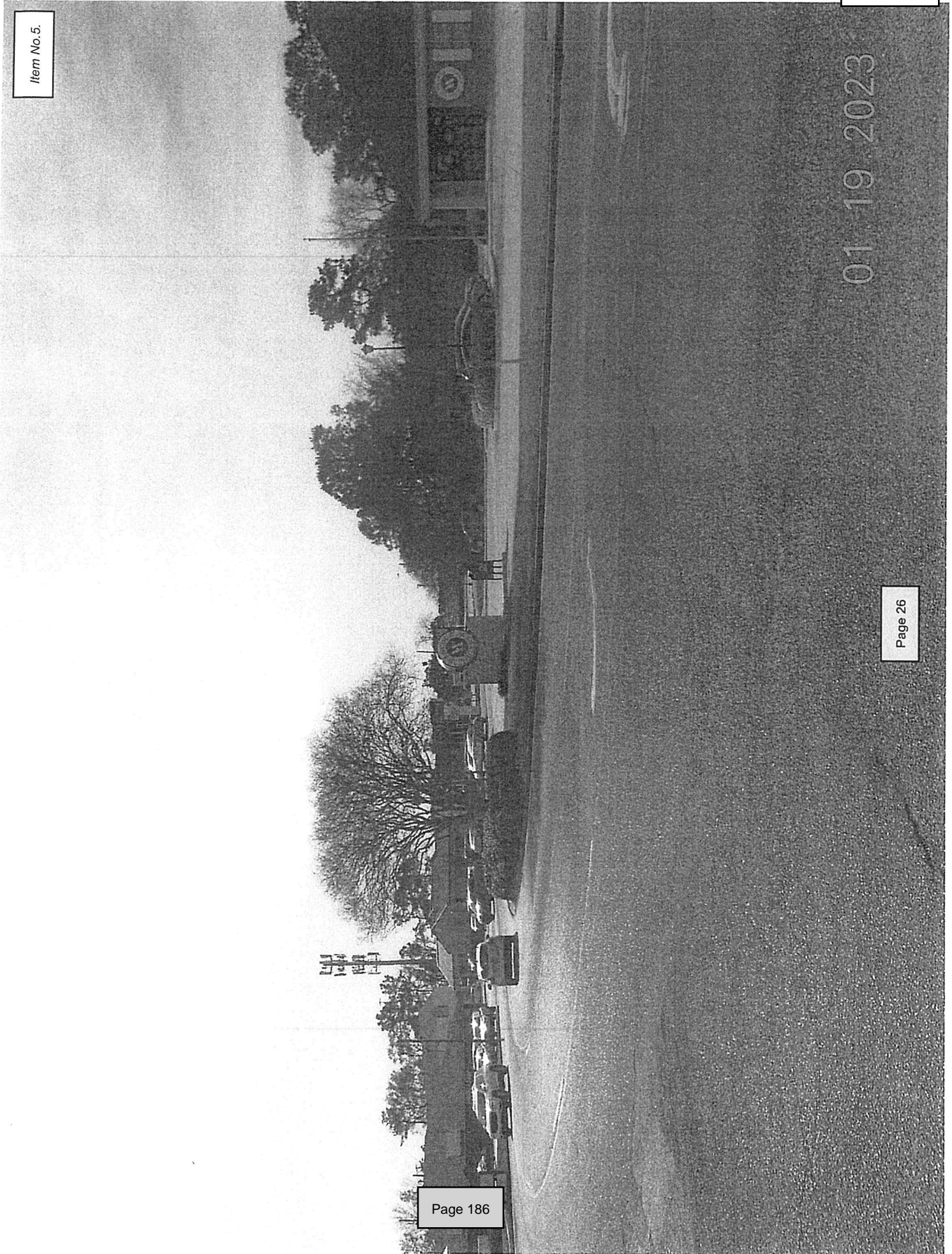
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01.19.2023



01 19 2023



PART II - CODE OF ORDINANCES
Appendix A - ZONING
ARTICLE 10. SIGNS

ARTICLE 10. SIGNS¹

10.1. SCOPE, PURPOSE, LEGAL EFFECT.

The regulations herein set forth shall apply and govern in all zoning districts as hereinafter provided. No sign or outdoor advertising device shall be erected unless it is in compliance with regulations for the district in which it is located as specified in this Article. For the purpose of this Article, the following sign regulations are established to assure the health, welfare, and safety of the citizens of Diamondhead and to encourage the economy of the city, to protect the public investments in streets and highways to preserve natural beauty, and to protect tax revenues by promoting reasonable, orderly and effective display of outdoor advertising.

(Ord. of 6-2-2015, § 10.1)

10.2. DEFINITIONS.

For the purpose of this Article, the words and terms found herein shall have the meanings respectively ascribed in Section 3.2. All words used in this Article not specifically defined herein shall be given their meanings in normal customary usage.

(Ord. of 6-2-2015, § 10.2)

10.3. CONFORMITY AND PERMIT REQUIRED.

All signs hereafter erected on any lot in any district of the City shall conform to the provisions of this ordinance. It shall be unlawful for any person, contractor or entity to erect, enlarge, rebuild, or structurally alter any sign without first obtaining a permit therefor and paying the requisite permit fee unless a sign is exempt from this permit requirement.

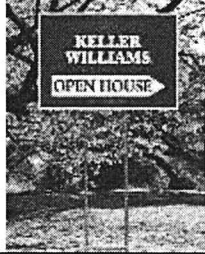

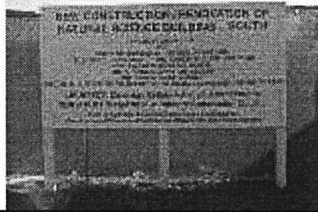


(Ord. of 6-2-2015, § 10.3)







10.4. PERMITTED SIGN TYPES ESTABLISHED.

The following table establishes, defines and illustrates the allowed sign types in the City of Diamondhead. Signs are generally classified into the following categories:

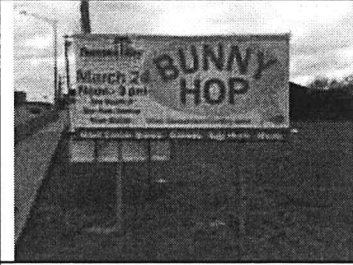
- On-Premises Freestanding Signs.
- On-Premises Attached Signs.
- Off-Premises Freestanding Signs.
- Off-Premises Attached Signs.
- Off-Premises Mobile Signs.

¹Editor's note(s)—The content of Article 10 was revised and restated upon adoption of the Ordinance of 6-2-2015.

TABLE OF PERMITTED SIGN TYPES	
<i>On-Premises Freestanding</i>	
<p>10.4.1 Open House Sign or Real Estate Signs - Open house signs announce the availability of open house events. Real estate signs advertise the sale of real estate. The signs are temporary in nature and supported by a metal frame with two ground penetrating supports.</p>	
<p>10.4.2 Temporary Special Event Banner - Temporary special events banners announce special community events or occasions on the site of the event.</p>	
<p>10.4.3 Development Sign - Development signs identify building, development or construction sites and identify the address, development name, general contractor and owner. The purpose of such sign is to facilitate the delivery of materials and services for the period of construction only.</p>	
<p>10.4.4 Neighborhood Identification Signs - Neighborhood identification signs include entrance identification for subdivision, multi-family developments, and other similar residential developments. These signs illustrate the development name, description or location only.</p>	
<p>10.4.5 Ground-Mounted Monument Signs - A sign which is generally a low profile sign supported by a base having a width of 80% of the sign width, and having little or no space between the bottom of the sign's message area and the top of the base. Includes Ground-Mounted Monument Group signs which accommodate shopping center, office complexes, clusters of businesses or similar arrangements.</p>	

<p>10.4.6 Ground-Mounted Pole Signs - A sign which is generally mounted on a supporting pole or pylon or multiple poles or pylons.</p>	
<p>10.4.7 Temporary sidewalk or "A" frame sign - A sign which is temporary in nature, that is not secured to the ground, and constructed in a manner as to form an "A" or tent-like shape used for the purpose of advertising on the angular sides.</p>	
<p><i>On-Premises Attached</i></p>	
<p>10.4.8 Wall-Mounted Signs - a wall-mounted sign is a sign painted on, attached to, or erected against the wall of a building, structure, canopy or awning with the exposed face of the sign parallel to the plane of such wall or structure and extending not more than 15 inches in thickness. An architecturally integrated mansard sign shall be classified as a wall sign (Added)</p>	
<p>10.4.9 Projecting Sign - A projecting sign is a sign which is erected or supported on the wall of a building or other structure and projects from same.</p>	
<p>10.4.10 Window Signs - A window sign is a sign painted, glued or otherwise affixed to a window for the purpose of being visible from the exterior of the building. A permanent window sign shall be classified as a wall sign.</p>	
<p><i>Off-Premises Freestanding</i></p>	
<p>10.4.11 Billboard - Freestanding structure used for outdoor advertising which is designated, intended, or used to advertise or inform and is customarily erected and owned by an outdoor advertising entity for the purpose of advertising space whether by lease or by charitable donation.</p>	
<p><i>Off-Premises Attached</i></p>	

10.4.12 Temporary special event banner (off premises) - Temporary special events banners announce special community events or occasions not on the site of the event.



10.4.13 Vehicle Sign - Vehicle signs are attached, painted, or otherwise applied to doors, roof, or side panels of business vehicles and not used for the primary purpose of advertising.



10.4.14 Mobile Billboards - Mobile Billboards shall mean one or more advertising display structures that are mounted upon, painted upon, or otherwise erected on a trailer, truck, automobile, or other vehicle for the primary purpose of advertising. A bus, taxi or similar vehicle used primarily for the purpose of transporting persons or vehicles operated for business purposes where advertising or identifying information is directly related vehicles owners business are excluded from this definition.



(Ord. of 6-2-2015, § 10.4)

10.5. SIGNS PERMITTED BY ZONING DISTRICT.

The permitted location of signs is governed by zoning district. The Table of Permitted Sign Locations sets forth permitted sign location by type. The "■" means a sign permit is required. The symbol "□" means the sign is permitted but exempt from permit. The letter "C" refers to a conditional use approved by the Planning & Zoning Commission. The Preservation (PFR) shall NOT be considered a residential district:

TABLE OF PERMITTED SIGN LOCATIONS										
Sign Type	Zoning District									
	R-1	R-2	R-3	R-4	MH	C-1	C-2	PFR	T	I
10.5.1 On-Premises Freestanding Signs										
a. Open House Sign	□	□	□	□	□	□	□	□	□	□
b. Temporary Special Event Banner	■	■	■	■	■	■	■	■	■	■
c. Development Sign	□	□	□	□	□	□	□	□	□	□
d. Neighborhood Identification Sign	■	■	■	■	■	-	-	-	-	-
e. Ground-mounted Monument Sign	-	-	-	-	-	■	■	■	■	■
f. Ground-mounted Pole Sign	-	-	-	-	-	-	■	-	-	-
g. Temporary sidewalk "A" frame sign	-	-	-	-	-	■	■	■	■	■
10.5.2 On-Premises Attached Signs										
a. Wall-mounted Sign	-	-	-	-	-	■	■	■	■	■

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(Supp. No. 4)

b. Projecting Sign	-	-	-	-	-	■	■	■	■	■
c. Window Sign	-	-	-	-	-	□	□	□	□	□
10.5.3 Off-Premises Freestanding Signs										
a. Outdoor Advertising (Billboard)	-	-	-	-	-	C■	■	-	■	■
10.5.4 Off-Premises Attached Signs										
a. Temporary Sign for Special Event	-	-	-	-	-	■	■	■	■	■
10.5.5 Off-Premises Mobile Sign										
a. Mobile Billboard	-	-	-	-	-	■	■	■	■	■
b. Vehicle Sign	□	□	□	□	□	□	□	□	□	□

(Ord. of 6-2-2015, § 10.5)

10.6. DIMENSIONAL REQUIREMENTS, NUMBER OF SIGNS AND SPECIAL CONDITIONS.

The dimensional requirements, number of signs permitted and other special conditions are set forth in the Table of Sign Requirements by Sign Type.

TABLE OF SIGN REQUIREMENTS BY TYPE					
Sign Type	Location	Number	Area	Min/Max Height	Special Conditions
1. Open House	Placed on private property only	1 per lot	3 ft (2)	3' max	Permitted only on weekends from 5 pm Friday until 30 minutes after sunset Sunday
2. Development	Placed facing street on private property	1 per site	32 ft (2) 6 ft (2)	8' max	Installed no more than 15 days prior to the start of construction and removed 30 days after completion of a home or 90 days after completion of a model home
3. Neighborhood Identification	On private or public right of way if approved by Council		36 ft (2)	6' max	Ground mounted only
4. Ground-Mounted Monument	1 per street frontage per lot Setback - 10'	1 per lot	3 ft per lineal foot of building frontage 100 ft (2) max 64 ft (2) 36 ft (2) for 1 District	8' max	For multi-tenant buildings, sign area for each tenant space with frontage may be calculated separately

5. Ground-Mounted Pole	1 per street frontage per lot Setback - 10'	1 per every 300' of frontage of a parcel to a street	3 ft per lineal foot of building frontage 300 ft (2) max per sign	25' max height	
6. Wall-Mounted	Flat against a wall surface	No limit	3 ft (2) per lineal ft of building frontage 150 ft (2) max-80% of building width max		Interstate Frontage Exception - Wall frontage directly adjacent to Interstate 10 shall be allowed additional wall signage at a rate of 3ft (2) per lineal foot of building frontage with 150 ft (2) max to be allocated on the interstate wall only
7. Projecting Signs	Affixed to wall surface	1 per street frontage	-1 ft (2) per lineal foot of building frontage- 100 ft (2) max	-10' min Cornice line max	Projecting signs may not extend more than twenty-four (24) inches beyond a wall surface.
8. Window Signs	Affixed to window	No limit	50% of window area max	n/a	None
9. Temporary Sidewalk or "A" Frame	Sidewalk adjacent to the front of the building façade	1 per store front	6 ft (2)	3'	Placement may not obstruct pedestrian traffic
10. Outdoor Advertising (Billboards)	Separation Radius - 2640'		350 ft (2) per face,	25'	Maximum separation between two sign faces shall be 5';

	Interstate Access Setback - 500'		700 max all faces		Mounting shall be on a single pole centered in the sign face
11. Temporary Signs for Special Events (on or Off Premises)	Placed on a wall surface or securely mounted with a temporary device so sign is secure in all weather conditions	Max of 2 per event	24 ft (2)	Ground - 4ft Wall - none	Maximum of 30 consecutive days
12. Mobile Billboards	To Be Determined				Display during the hours of 8 am to 5 pm where permitted. Parking of mobile billboards where visible to the public more than 48 hours is prohibited.

(Ord. of 6-2-2015, § 10.6)

10.7. EXEMPT SIGNS.

The following types of signs are exempted from the requirements of the Article; except those particular signs that may be classified by the Planning Commission as obscene, dangerous or hazardous, conflicting aesthetically, or that generally do not meet the basic requirements of other Sections of the Article, such as design, maintenance, etc. No permit is required for exempted signs.

- a. Any political sign or poster not exceeding three (3) square feet erected on property by the owner thereof or with the property owner's consent pertaining to a candidacy or issued to be voted upon at any election or referendum, provided such sign or poster shall not be erected more than sixty (60) days prior to such election or referendum and shall be removed with seven (7) days after the referendum, or last such election in which the candidate is eligible. All signs must have the name and contact information for the individual placing the sign.
- b. Vehicle Signs.
- c. Window.
- d. Directional (entrance/exit) signs with a maximum height of 5' and maximum copy area of 6 square feet.
- e. Signs not exceeding one (1) square foot in area and bearing only property number, post office box numbers, names of occupants of premises, or other identification of premises not having commercial connotations are exempted from the regulations.
- f. Flags and insignia of any government except when displayed in connection with commercial promotions are exempted from these regulations.
- g. Legal notice or identification, information or directional signs, or signs required by governmental bodies are exempted from these regulations.
- h. Integral decorative or architectural features of building except letters, trademarks, moving parts, or moving lights shall be permitted.
- i. Signs directing and guiding traffic and parking property, but bearing no advertising matter shall be permitted.
- j. Open House or Real Estate Signs when and where permitted.
- k. Garage sale signs not exceeding 1.5 square feet and placed between 5:00 p.m. on Friday and removed 30 minutes after sunset on the following Sunday, plus one (1) additional day should a holiday fall on Friday or Monday.
- l. On-site church directory or bulletin board not exceeding forty-eight (48) square feet shall be permitted.
- m. Signs erected by the Diamondhead Property Owners Association to identify community facilities or provide community announcements, provided such signs do not exceed thirty-seven (37) square feet.

(Ord. of 6-2-2015, § 10.7)

10.8. PROHIBITED SIGNS AND SIGN DISPLAY CONDITIONS.

The following signs and sign display conditions are prohibited:

- a. Vehicle signs used for the primary purpose of advertising.
- b. Signs attached to the following:

- i. The roof or top of a building or structure.
- ii. Out-buildings or appurtenant structures.
- iii. Utility poles.
- iv. Fences.
- v. Trees, vehicles (except for identification of business, see Section 10.5.6) and added to any existing sign except those signs originally designed for group advertising.
- c. Signs located on city, county, state, or other government property, including public lands, rights-of-way, easements, or similar locations except those specifically exempted in Section [10.]7g.
- d. No sign shall be constructed within fifty (50) feet of a residential district and must face away from the residential area (lighting must be indirect or diffused).
- e. Signs that [use] flashing, animated, moving or strobe illumination.
- f. Signs that use red, amber, green and red and blue colored lights which may be misinterpreted as an emergency, police and traffic control identification.
- g. Signs that exhibit confusing form, color, or lighting that may affect normal visibility of traffic.
- h. Signs that allow trash or debris to exit in such a manner as to be considered a fire and/or health hazard.
- i. Portable signs other than sidewalk signs, except in the case of a natural disaster where a sign has been damaged, the use of portable or mobile signs shall be permitted until the damaged sign is repaired or replaced or for a period of three (3) months.
- j. Any sign which by reason of size, shape, content, coloring, location or manner of illumination interferes with driver visibility of any traffic control device or sign; or any sign which resembles any traffic control or emergency device or sign which creates any traffic hazard.
- k. Electronic or mechanically changing messages are prohibited except in C-2 zones.

(Ord. of 6-2-2015, § 10.8)

10.9. GENERAL REQUIREMENTS, DISPLAY CONDITIONS, AND DESIGN.

- 10.9.1 Signs not to be Primary Land Use. Signs shall be permitted or sited only when the property, lot, or parcel upon which the sign is to be placed houses a structure or active land use in conformance with the provisions of the zoning regulations. For clarification and administrative purposes, a vacant lot shall not contain any additional sign above that which already exist, and a nonconforming land use shall not contain any additional sign above that which may already exist.
- 10.9.2 Ingress, Egress. No sign shall be erected as to impede or prevent free ingress or egress from any door, window, or fire escape and no sign of any kind shall be attached to a standpipe or fire escape.
- 10.9.3 Site Line Obstruction. Signs shall not interfere with driver visibility of any traffic control device or with the visibility of the street, road, and thoroughfare or with the expressway itself.
- 10.9.4 Building Codes. Unless otherwise provided in these regulations, all signs shall be constructed and erected in accordance with the building and electrical codes of the City.
- 10.9.5 Design and Maintenance. All signs shall be designed according to generally accepted engineering practices to withstand wind pressures and to ensure that loads are distributed to structural supports to avoid

overstress and all signs must be reasonably and properly anchored to avoid being swept away by wind or water.

- i. All signs over ten (10) feet in height are required to have a set of plans or drawings, signed and stamped by a Mississippi Registered Engineer or Architect certified to meet wind load requirements as per current adopted Building Codes. Also, all signs shall be maintained and in good repair and appearance.
- ii. Ground signs shall incorporate architectural features and materials of corresponding building. The base of all ground signs and directional signs shall be fully landscaped with planters and/or shrubbery in all directions not less than the dimensional width of the base. All landscaping shall be properly maintained.

10.9.6 Illumination.

- i. All illuminated signs shall be permanently wired and constructed in accordance with the city's adopted electric code. Special care shall be given to ground fault connections, underground wire, and/or conduit with proper circuit breakers. Connecting wire from sign to permanent outlet shall not exceed four (4) feet.
- ii. Electronic reader boards shall constitute no more than thirty (30) percent of the overall signage surface area and are limited to Ground Mounted Signs only.
- iii. Point sources of illumination shall be shielded from view and not visible to the public.

10.9.7 Signs shall be maintained in standard condition. Sign surface areas which remain vacant or are abandoned for a period greater than sixty (60) days shall be removed in their entirety.

10.9.8 Billboards shall be subject to an annual inspection to ensure safety and compliance with the provisions of these and other regulations of the city, subject to an annual inspection fee established by the city council.

(Ord. of 6-2-2015, § 10.9)

10.10. NONCONFORMING EXISTING SIGNS.

10.10.1 *Existing Nonconforming Uses.* All signs which are not in conformance with this Article on the effective date of this ordinance, shall be unlawful after said effective date.

10.10.2 *Notification of nonconformity.* Upon a determination that a sign does not conform to this Article, the building inspector shall use reasonable efforts to so notify either personally or in writing the user or owner of the property on which the sign is located of the following:

- i. The sign's nonconformity.
- ii. Whether the sign is eligible for characterization either as legal nonconforming or unlawful.
- ii. Whether the sign is eligible for characterization as "legal conforming." Any sign located within the city limits on the date Ordinance No. 2012-019 is adopted [October 15, 2012], or located in an area on such date this is thereafter annexed to the city, which does not conform to the provisions of this Article, but which was legally erected prior to the date this ordinance is adopted is eligible for a characterization as a "legal nonconforming" sign.

10.10.3 *Loss of legal nonconforming status.* Except when grandfather rights are provided in (d) [10.10.4] below, a legal nonconforming designation is lost if:

- i. The sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance), which tends to or makes the sign less in compliance with the requirements of the Article than it was before the alteration.

- ii. The sign is relocated to a position making it less in compliance with the requirements of this Article.
- iii. Changed to another nonconforming sign.
- iv. Expanded in width or breath. In such cases where the Mississippi Department of Transportation allows the sign in question to be extended in height to clear existing vegetation, such will be permitted to be extended in height to conform to Mississippi Department of Transportation regulations and/or direction.
- v. Re-established after deterioration, damage or destruction of more than fifty (50) percent of the value, or fifty (50) percent of the area of the sign.

10.10.4. On the happening of any of subsection C.[10.10.3] (i), (ii), (iii), (iv) or (v) the sign shall be immediately brought into compliance with this Article with a new permit secured therefor, or shall be removed.

(Ord. of 6-2-2015, § 10.10)

Editor's note(s)—Subsection 10.10.4 was originally set forth as subsection d., but has been changed at the editor's discretion.

10.11. ENFORCEMENT, VIOLATIONS AND PENALTIES.

- a. The Zoning Administrator shall enforce this ordinance. He may be provided the assistance of such other persons as the mayor and city council or city manager may direct.
- b. If the Zoning Administrator finds that any provisions of the ordinance are being violated he shall:
 - i. Notify in writing the property owner, sign owner or person(s) responsible for such violation, indicating the nature of the violation and order the action necessary to correct it; or
 - ii. Take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.
- c. Violation of the provisions of the ordinance or failure to comply with any of its requirements shall constitute a misdemeanor [Ordinance No. 2012-027]. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be punished as provided by law. The owner or tenant of any building, structure, premises, or part thereof, any architect, builder, contractor, agent or other person who commits, participates in, assists in, or maintains such violations may be found guilty of a separate offense and suffer the penalties herein provided.
- d. Variance requests shall follow the procedures set forth in Section 2.6 Variance Procedure in the City of Diamondhead Zoning Ordinance.
- e. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to remedy any violation. Violations which are not remedied, or signs not removed within the designated time are subject to removal by the City, without liability. All costs associated with the removal of the sign by the City shall be the responsibility of the property owner and/or sign owner.
- f. Any sign which is found to be in violation of the Article shall be removed, or the violation otherwise remedied, by the property owner or sign owner within thirty (30) days after the registered letter is provided by the City to the property owner. Violations which are not remedied, or signs not removed, within the thirty (30) days are subject to removal by the City, without liability. Reasonable labor expenses therefor shall be endured either separately or jointly by the property owner or sign owner.
- g. Signs placed on any City-owned building, structure, or lot or within the right-of-way of any public road or easement without a permit issued therefor shall be subject to immediate removal by the City.

(Ord. of 6-2-2015, § 10.11)

Agenda Item #2023__

City of Diamondhead, MS
Request for Council Action

TO: City Council / City Manager / City ClerkFROM: John Cumberland - Councilman Ward 3DATE: 02/01/2023

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

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED 02/07/23

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to schedule a performance review of the City Manager and to make this an annual review performed during the month of March.

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

☐ Approved
 ☐ Denied
 ☐ Tabled/Deferred
 ☐ Info Only

Completed:



City of Diamondhead, MS

Docket of Claims Register - Item No. 17.

APPKT01934 - 2.7.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount
	Payable Date	Payable Number				Line Amount
DKT230419	AGJ 02/07/2023	MSP-101713	MONTHLY IT SUBSCRIPTIONS	001-140-605.00	Professional Fees - IT	250.00
				001-140-605.00	Professional Fees - IT	1,923.60
				001-140-605.00	Professional Fees - IT	36.00
				001-140-605.00	Professional Fees - IT	59.50
						2,269.10
DKT230420	ALLEN BEVERAGES, INC 02/07/2023	1188130	PEPSI PRODUCTS	001-140-650.00	Promotions	179.76
						179.76
DKT230421	Amazon com LLC 02/07/2023	1CFQ-MY4N-GJDN	10"x2.5" rubber tire replacement - dolly	001-140-501.00	Supplies	18.72
				001-140-501.00	Supplies	50.21
				001-140-510.00	Cleaning & Janitorial	11.91
				001-140-501.00	Supplies	25.98
						106.82
DKT230422	B&J PITT STOP LLC 02/07/2023	JANUARY	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	52.00
				001-200-570.00	Repairs & Maintenance - Vehicle	45.00
				001-200-570.00	Repairs & Maintenance - Vehicle	45.00
				001-200-570.00	Repairs & Maintenance - Vehicle	72.45
						214.45
DKT230423	CADENCE EQUIPMENT FINANCE 02/07/2023	727658	COPIER LEASE AGREEMENT -- 16 OF 48	001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	37.09
				001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	437.91
						475.00

APPKT01934	Item No.17.
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2/2/2023 4:11:57 PM

Docket of Claims Register - Council

APPKT01934 - Item No. 17.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230429	Diamondhead Water and Sewer District						386.40
		02/07/2023	2/10/23-170	WATER	001-301-630.00	Utilities - Streetlights & Other	57.60
			2/10/23-20-01		001-140-630.00	Utilities - General	139.37
					001-140-630.00	Utilities - General	69.68
			2/10/23-2070		001-301-630.00	Utilities - Streetlights & Other	23.95
			2/10/23-2075		001-301-630.00	Utilities - Streetlights & Other	23.95
			2/10/23-2080		001-301-630.00	Utilities - Streetlights & Other	23.95
			2/10/23-21		001-301-630.00	Utilities - Streetlights & Other	23.95
			2/10/23-830		001-301-630.00	Utilities - Streetlights & Other	23.95
DKT230430	Digital Engineering and Imaging Inc						2,942.50
		02/07/2023	730-1001-29	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	2,117.50
			730-1001-30	ROADWAY IMPROVEMENTS PHASE 4	104-301-602.00	Professional Fees - Engineering	825.00
DKT230431	Eagle Energy						3,544.30
		02/07/2023	37356	PUBLIC WORKS FUEL	001-301-525.00	Fuel	9.59
					001-301-525.00	Fuel	1,310.42
			37357		001-301-525.00	Fuel	2,224.29
DKT230432	Enmon Enterprises						2,799.00
		02/07/2023	MGC02230054	MONTHLY CONTRACT FOR JANUARY	001-140-633.00	Professional Fees -- Cleaning/Janitorial	2,799.00
DKT230433	FirstPoint Inc						60.60
		02/07/2023	14450	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	60.60
DKT230434	Fuelman						2,673.64
		02/07/2023	NP63659685	FOR THE WEEK ENDING 1.15.23	001-140-525.00	Fuel	53.13
					001-200-525.00	Fuel	816.74
			NP63684789	FOR THE WEEK ENDING 1/23/23	001-200-525.00	Fuel	742.54
			NP63713412	FOR THE WEEK ENDING 1.29.23	001-140-525.00	Fuel	62.76
					001-200-525.00	Fuel	898.67
					001-280-525.00	Fuel	99.80
DKT230435	George Blair Attorney						1,000.00
		02/07/2023	JANUARY2023	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00
DKT230436	Hancock County Chamber of Commerce						1,000.00
		02/07/2023	DH 1 2023	DIGITAL MARKETING & PUBLIC RELATIONS -- JAN 2023	001-140-623.00	Membership Dues/Fees	1,000.00

Docket of Claims Register - Council

APPKT01934 Item No. 17.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230437	Hancock County Sheriffs Office	02/07/2023	2022-DHLE-027	INTERLOCAL AGREEMENT FOR WEEK ENDING 12.31.22	001-200-690.00	Interlocal Agreement	81,640.37
					001-140-650.00	Promotions	1,221.09
					001-200-690.00	Interlocal Agreement	935.33
					001-200-612.00	Internet	39,199.92
	2022-DHLE-028			INTERLOCAL AGREEMENT FOR WEEK ENDING 1.14.23	001-200-690.00	Interlocal Agreement	246.00
					001-110-681.00	Other Services & Charges	1,221.09
					001-200-690.00	Interlocal Agreement	39.60
					001-200-612.00	Internet	38,531.34
						246.00	
DKT230438	J & A EXCAVATION INC	02/07/2023	4	MAKIKI DRAINAGE PROJECT	190-000-602.00	Professional Fees - Engineering	38,418.95
DKT230439	James J Chiniche PA Inc	02/07/2023	17-057-160	CANAL DREDGIN IMPROVEMENTS PROJECT	001-301-602.00	Professional Fees - Engineering	17,725.00
			17-057-161	NOMA DRIVE DREDGING	158-000-602.00	Professional Fees - Engineering Tidelands FY21	6,898.00
			17-057-162	DRAINAGE POND REMEDIATION PROJECT	001-301-602.00	Professional Fees - Engineering	2,255.50
							4,924.00
			17-057-163	NOMA DRIVE DREDGING	158-000-602.00	Professional Fees - Engineering Tidelands FY21	3,647.50
DKT230440	JON MCCRAW	02/07/2023	MML2023	REIMBURSEMENT	001-140-615.00	Travel & Training	57.24
					001-140-615.00	Travel & Training	20.15
					001-140-615.00	Travel & Training	13.87
							23.22
DKT230441	Lamey Electric	02/07/2023	2022-19-01A	MAST LIGHT POLE REPAIR	001-301-635.00	Professional Fees - R&M Outside Services	15,550.00
DKT230442	Law offices of Derek R Cusick PLLC	02/07/2023	792	GENERAL MATTERS -- JANUARY	001-140-603.00	Professional Fees - Legal	12,475.75
			793	PLANNING AND ZONING -- JANUARY	001-280-603.00	Professional Fees - Legal	6,312.50
			794	CITY PROSECUTOR -- JANUARY	001-110-603.00	Professional Fees - Legal	2,718.75
			795	LADNER VS CODH -- JANUARY	001-280-603.00	Professional Fees - Legal	3,000.00
			796		001-280-603.00	Professional Fees - Legal	413.25
							31.25
DKT230443	Marvin J Bobinger III	02/07/2023	JANUARY 2023	LOBBYING SERVICES FOR JANUARY	001-653-601.00	Professional Fees - Consulting	4,000.00
							4,000.00

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230444	Moran Hauling Inc	02/07/2023	payment app 1	HILO WAY DRAINAGE IMPROVEMENTS	190-000-912.00	Capital Outlay - Streets/Drainage	81,413.01
							81,413.01
DKT230445	Moss Towing	02/07/2023	TOMORROWMORNING	F-650 DUMP TRUCK TOW	001-301-635.00	Professional Fees - R&M Outside Services	300.00
							300.00
DKT230446	MS Municipal Clerks & Collectors Association	02/07/2023	2023	MEMBERSHIP DUES	001-140-623.00	Membership Dues/Fees	60.00
							60.00
DKT230447	MS Municipal League	02/07/2023	35831	MML WINTER CONFERENCE	001-110-615.00	Travel & Training	200.00
					001-140-615.00	Travel & Training	200.00
DKT230448	MS Power Company	02/07/2023	1/14/23	SURVEILLANCE CONTRACT FOR JANUARY	001-200-681.00	Other Services & Charges	1,265.00
							1,265.00
DKT230449	Napa of Bay St Louis	02/07/2023	338816	FA #359 BATTERIES	001-301-571.00	Repairs & Maintenance - Equipment	966.84
			339371	MONTHLY OPEN PURCHASE ORDER	001-301-570.00	Repairs & Maintenance - Vehicle	124.24
					001-301-571.00	Repairs & Maintenance - Equipment	26.69
					001-301-571.00	Repairs & Maintenance - Equipment	26.25
					001-301-571.00	Repairs & Maintenance - Equipment	152.59
DKT230450	Pickering Firm Inc	02/07/2023	0092610	AHULI DRAINAGE IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	4,220.00
			0092666	WORK ASSIGNMENT #00-14-2021	001-301-602.00	Professional Fees - Engineering	8,000.00
DKT230451	Pine Hills Nursery & Garden Center Inc	02/07/2023	1/27/23	PINE STRAW	001-301-501.00	Supplies	199.75
							199.75
DKT230452	Rotary Club of Bay St Louis	02/07/2023	2023	ANNUAL CHILI/MAC-N-CHEESE COOK-OFF FUNDRAISER	001-140-650.00	Promotions	160.00
							160.00
DKT230453	Sea Coast Echo	02/07/2023	2023-0092	INVITATION FOR BIDS FOR POND DREDGING	001-280-620.00	Advertising	177.02
			2023-0099	CITY DEPOSITORY BANKING SERVICES - LEGAL	001-140-620.00	Advertising	34.02
DKT230454	South MS Business Machines Gulfport	02/07/2023	333768-2/15	PAYMENT 52 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	281.28
			429948		001-280-642.00	Rent - Copier	63.34

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230455	TEREX USA LLC	02/07/2023	7283862	REPAIRS ON SITE	001-301-635.00	Professional Fees - R&M Outside Services	861.92
							861.92
DKT230456	TransUnion Risk and Alternative Data Solutions Inc	02/07/2023	6177932-2022-11-1	TLOxp FOR NOVEMBER	001-200-681.00	Other Services & Charges	75.00
			6177932-202212-1	TLOxp FOR DECEMBER	001-200-681.00	Other Services & Charges	75.00
							150.00
DKT230457	UMB Card Services	02/07/2023	017423	RED BEAN COOKOFF SUPPLIES	001-140-650.00	Promotions	246.63
			1/11/2023	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	45.00
			1/17/23 - SF	SENIOR FAIR SUPPLIES	001-140-650.00	Promotions	358.59
			1/23/30		001-140-650.00	Promotions	59.79
			1/30/23-ROUSES		001-140-650.00	Promotions	45.76
			240182	TAX FORMS	001-140-501.00	Supplies	67.83
					001-140-501.00	Supplies	101.41
					001-140-501.00	Supplies	69.90
					001-140-501.00	Supplies	106.00
							546.29
DKT230458	UniFirst Corporation	02/07/2023	1530051683	UNIFORM RENTAL FOR THE WEEK ENDING 01/16/23	001-301-535.00	Uniforms	183.56
			1530052994	UNIFORM RENTAL FOR THE WEEK ENDING 1/23/23	001-301-535.00	Uniforms	183.56
			1530054285	UNIFORM RENTAL FOR THE WEEK ENDING 1/30/23	001-301-535.00	Uniforms	179.17
							153.93
DKT230459	Unifirst First Aid Corp	02/07/2023	H975165	FIRST AID CABINET REFILL	001-301-501.00	Supplies	121.47
			H975166		001-301-501.00	Supplies	32.46
							620.00
DKT230460	Webster Electric Co Inc	02/07/2023	100343	MAST LIGHT REPAIR	001-301-635.00	Professional Fees - R&M Outside Services	620.00
						Total Claims: 42	Total Payment Amount: 312,803.54