



Mayor Depreo
Councilmember L'Ecuyer At-Large
Councilmember Finley Ward 1
Councilmember Moran Ward 2
Councilmember Morgan Ward 3
Councilmember Clark Ward 4

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, May 18, 2021
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.

Council Comments.

- a. City Hall will be closed Monday, May 31, 2021 in observance of Memorial Day.
- b. The next Regular Meeting of the City Council will be held June 1, 2021 at 6 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.
- c. "Coffee with a Cop" will be held June 18, 2021 at 8:00 a.m. in the City Hall Activity Center.
- d. Proclamation - May, 2021 - Motorcycle Awareness Month in City of Diamondhead
- e. Eley Guild Hardy Architects: Daniel Hamburg presentation on City Hall Chapel Renovations/New Building Department.
- f. American Rescue Plan Act - Catherine Konkell, Controller - City of Diamondhead
- g. Diamondhead Water & Sewer District - Drainage Ditch Pipeline Crossing
- h. Update on City Projects - Mayor Nancy Depreo

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to Approve May 4, 2021 Regular Meeting Minutes.

Tabled Items:

2. Tabled Item: **2021-145:** Motion to adopt Resolution 2021-0125 thereby approving the Security and Reimbursement Agreement between Marshall Land Holdings, LLC for the Diamondhead Medical Center Project.

Ordinances:

Resolutions:

- 3.** **2021-161:** Motion to adopt Resolution 2021-026 thereby abandoning the 5' utility/drainage easement between Lots 24 and 25 Diamondhead Phase 2, Unit 11, Block 6 in order to construct a house on the two lots. The parcel number is 068J-1-41-2343.000; the physical street address is 848 Kaleki Court. (Elliott Homes)
- 4.** **2021-165:** Motion to adopt Resolution 2021-027 authorizing the submittal of grant application to the Gulf Regional Planning Commission for MPO Technical Report and Study funding in the amount of \$58,800, committing local match funding in the amount of \$14,700 for a total project cost of \$73,500 for the development of Diamondhead Wayfinding, Navigation and Implementation Masterplan and for other related purposes.
- 5.** **2021-166:** Motion to adopt Resolution 2021-028 thereby accepting by donation Lot 2, Block 4, Unit 7, Phase 2, Lot 1, Block 4, Unit 7, Phase 2 and Lot 13, Block 2, Unit 11, Phase 2 and for other related purposes.

Consent Agenda:

- 6.** **2021-147:** Motion to accept plans as drawn for the chapel renovation/new building department in City Hall and authorize the City Manager to proceed with of the final plan/specification development.
- 7.** **2021-149:** Motion to authorize (2) revisions to the Employee Handbook regarding Weapons in the Workplace and Compensatory Time/Overtime effective upon Council approval.
- 8.** **2021-150:** Motion to accept the low bid and award the contract to Warren Paving in the amount of \$439,578.20 for the Diamondhead Phase 3 Paving Project.
- 9.** **2021-152:** Motion to authorize the City of Diamondhead to advertise for Request For Proposal for Debris Removal Monitoring Services.
- 10.** **2021-153:** Motion to authorize the City of Diamondhead to advertise for Request For Proposals from Debris Removal Contractor.
- 11.** **2021-154:** Motion to approve payments to Digital Engineering in the amount of \$860.50 for professional services for developer and spec review and in the amount of \$1,164.00 for GIS maintenance.
- 12.** **2021-155:** Motion to reappoint City Manager Reso to the Gulf Regional Planning Commission Board of Commissioners for a 3-year term.
- 13.** **2021-156:** Motion to approve the Mississippi Development Authority Gulf Coast Restoration Fund grant agreement and statement of assurances for the Commercial District Transformation Project.
- 14.** **2021-157:** Motion to approve RCA by Mayor Depreo to have the City form a steering committee for a senior center.
- 15.** **2021-158:** Motion to approve the Customer Care Agreement with AGJ Systems for 4-years for IT services fin the amount of \$2,082 per month and to authorize the City Manager to execute the agreement.
- 16.** **2021-159:** Motion to establish compensation for election worker training 25 total at \$25.00 each, 12 Poll Managers/Workers \$125 , 4 Poll Managers at \$145.00 each, 4 Poll Managers\$135.00

each, Resolution Board at \$125.00 per day for 2 days, 3 Election Commissioners for 10 days at \$85.00 per day and City Clerk/Deputy City Clerk five (5) days at \$85.00 or compensatory time.

- 17.** **2021-160:** Motion to accept donations in the amount of \$475.00 received from various donors to support the construction of the dog park.
- 18.** **2021-162:** Motion to authorize support letter and partnership commitment for MS Urban Forest Council Tideland Grant for Mississippi Gulf Coast Arboretum Project.
- 19.** **2021-163:** Motion to accept bids submitted and award the low bid received from ERC, Inc. for the base of \$342,905 for the Channel Stabilization Project at Alkii Way (NRCS Grant).
- 20.** **2021-167:** Motion to acknowledge property owner right to request approval to dredge and/or construct bulkhead, covered boat storage and/or lift or similar improvement on city-owned canals and further to authorize the Building Official to grant approval and issue documentation necessary for such activities to satisfy DMR permitting requirements.
- 21.** **2021-168:** Motion to advertise for Request for Proposals for City Hall Parking Lot Improvements.
- 22.** **2021-169:** Motion to concur with the recommendation Rostan Solution, Disaster Consultant Firm, to withdraw the FEMA project worksheet for canal dredging.
- 23.** **2021-170:** Motion to declare emergency expenditures pursuant to MS Code 21-35-19 for professional engineering services under the Master Service Agreement for Anchor Qea, LLC in the amount of \$16,000 for survey canals for Hurricane Zeta impact and Pickering Firm in the amount of \$42,600 for the Culvert Rehabilitation Project at Makiki Way.
- 24.** **2021-171:** Motion to declare emergency expenditure pursuant to MS Code §21-35-19 due to drainage concerns resulting from the recent excessive rainfall and approve a Master Service Agreement Work Assignment with Pickering Firm for Iona Street Drainage.
- 25.** **2021-172:** **2021-171:** Motion to declare emergency expenditure pursuant to MS Code §21-35-19 due to drainage concerns resulting from recent excessive rainfall and approve a Master Service Agreement Work Assignment with Pickering Firm for Kolo Court Drainage.

Action Agenda.

- 26.** **2021-164:** Motion to allow a Rotary Club (miscellaneous) sign on the Hancock Bank property on West Aloha Drive and on city-owned property (flag pole and welcome site) on Kapalama.

Routine Agenda.

Claims Payable

- 27.** Motion to approve the Docket of Claims (DKT158421 - DKT158456) in the amount of \$102,733.21.
- 28.** Motion to approve Payroll Payables APPKT01499 in the amount of \$45,270.56, PRCLAIM083 in the amount of \$30,508.15, PRCLAIM084 in the amount of \$2,720.31 and PRCLAIM085 in the amount of \$30,797.73.

Department Reports

- a.**
 - a. April 2021 Financials
 - b. Police Dept. Report
 - c. Building Dept. Report

- d. Privilege License Report
- e. Code Enforcement Report
- f. Solid Waste Report

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.

GWRRA Motorist Awareness Program Proclamation

WHEREAS, the members of the Gold Wing Road Riders Association (GWRRA) Motorist Awareness Program (MAP) of Mississippi, and other organizations continually promote motorcycle safety, education, and awareness programs to the general public, and to the motorist community of Mississippi; and

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, it is crucial that citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, state and motorcycle organizations across this country will be conducting a variety of activities to promote Motorist Awareness and safely sharing the road with motorcycles, and will be reminding riders to be more visible to others; and

WHEREAS, the motorcyclists of Mississippi have contributed countless volunteer hours to their communities; and

WHEREAS, all motorists should join GWRRA, MAP of Mississippi in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, and awareness;

THEREFORE, I, Mayor Nancy Depreo, Mississippi do hereby proclaim May 18, 2021 as MOTORCYCLE AWARENESS MONTH, and encourage motorcycle awareness and safe motoring for all.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the Mayor, Mississippi to be affixed on this 18th day of May in the Year of Our Lord, Two Thousand and Twenty-one.

Mayor Nancy Depreo



Mayor Depreo	Item No. 1.
Councilmember L'Ecuyer	Ward 1
Councilmember Finley	Ward 2
Councilmember Moran	Ward 3
Councilmember Morgan	Ward 4
Councilmember Clark	

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, May 04, 2021
6:00 PM CST
Council Chambers, City Hall

Call to Order.

At 6:06 p.m. Mayor Depreo called the meeting to order.

Invocation

Invocation - Mayor Depreo

Pledge of Allegiance

Roll Call

Present:

Ward 1 Councilmember Finley

Ward 3 Councilmember Morgan

Ward 4 Councilmember Clark

At-Large Councilmember L'Ecuyer

Mayor Depreo

Ward 2 Councilmember Moran – absent

Confirm or Adjust Agenda Order

Motion made by Ward 1 Finley, seconded by Ward 3 Morgan to Amend Meeting Agenda as follows:

Remove Item 10 (2021-140) Motion to approve the request for the installation of (2) speed bumps/tables on Hanalei Circle from Action Agenda.

Table Item 13 (2021-145) Motion to approve the Security and Reimbursement Agreement for the Diamondhead Medical Center Project on the Action Agenda.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular Meeting of the City Council will be held May 18, 2021 at 6:00 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.

2. The Dog Park Day has been rescheduled to be held Sunday, May 16th from 1 - 4 p.m.
3. Introduction - Ella Nolan, City of Diamondhead Representative 2021 Deep Sea Fishing Rodeo Princess Pageant
4. Shane Finley - Update on Construction Material Market
5. John Hall - Update on Residential Real Estate market

City Manager's Report.

1. Comprehensive Plan – The draft of the new comprehensive plan has been available for several weeks online on the Envision Diamondhead 2040 Website for residents to review. There was a public presentation held in council chamber last Thursday. Public comments are now being received from residents before the final version goes to council for approval in about 30 days.
2. Pre-Arranged Contracts – Now that we have secured the pre-arranged contract for the disaster recovery consultant, our next step is to advertise for the RFQ for the debris monitor and debris removal contractors to pre-arrange those services. Rostan has prepared our RFQ documents, and we plan to put this on the next agenda for council consideration.
3. FY22 Budget – We have started working on the budget for FY22. On the agenda tonight, we are asking for council approval of the calendar of meetings we plan to use for preparing the budget.
4. Makiki Drainage Project – I am asking for authorization to sign a new work assignment with Pickering Engineering for a drainage problem we have on Makiki Drive. During the last heavy rain event in April, there were several homes that experienced flooding in their rear yards. One house had water enter the house from the back patio area. We would like to hire the engineer to look at this area and make a recommendation to the council for possible improvements to prevent future flooding.
5. Coastal AE Zones – The administration is asking for authorization to schedule a public hearing to consider the elimination of Coastal AE Zones in the Flood Damage Prevention Ordinance. Basically, the city voluntarily added more restrictive building requirements on the southside in the AE zone. In short, part of the AE zone is treated as if it is a Velocity Zone. The city receives no benefit from having these higher rules for development.
6. Lilly Pond and Diamondhead Drive East Pond – I wanted to update the council and residents on the progress made for the Lilly Pond and Diamondhead Drive East pond. We are waiting on surveys to be returned. I am told that survey work is back logged on the coast with all the construction. We will continue to push this project forward, so we can dredge the ponds.
7. Turnberry Drainage Project – We have been holding off doing any more work on Turnberry Drainage project as we observe the impact of the first phase of work that we completed last year. Until April, things looked good on this project without needing to do more work. However, with the large amount of rain received in April, there was still water backing up at Turnberry Way. I am meeting with Covington Engineer to continue our work on this project. I look forward to bringing a recommendation for our next phase of work on this project soon.
8. Hazard Mitigation Grant – We are asking for authorization to submit a notice of intent for a MEMA hazard mitigation grant for the purpose of purchasing an outdoor emergency warning siren system in

the amount of \$200,000 and a portable generator and lights for \$70,000. Rostan is assisting us with this application.

- 9. Kyle with Rostan Solutions is present tonight and will be available to speak to the agenda items related to Hurricane Zeta FEMA project worksheets when the items come up on the agenda.

Public Comments on Agenda Items – None.

Policy Agenda.

Minutes:

- 1. Motion to approve April 20, 2021 Regular Meeting Minutes.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve the minutes of the April 20, 2021 Regular Meeting of the City Council.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Public Hearing.

- 1. Motion to open Public Hearing for Proposed Tax Increment Financing for Diamondhead Medical Center Project.

Motion made by Ward 1 Finley, seconded by Ward 3 Morgan to Open the Public Hearing for the proposed Tax Increment Financing plan for the Diamondhead Medical Center Project.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Penny Crawford spoke in opposition to the TIF.

Laurence Leyens provided information on the TIF plan.

No further comments were addressed to the Council from the public.

Motion made by At-Large L'Ecuyer, seconded by Ward 4 Clark to Close the Public Hearing.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Resolutions:

- 2. **2021-135:** Motion to adopt Resolution 2021-024 thereby determining the necessity for and invoking the authority granted to the City by the Legislature with respect to tax increment financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining the Diamondhead Medical Center project is eligible for tax increment finance under the Laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan and for other related purposes.

Motion made by At-Large L'Ecuyer, seconded by Ward 3 Morgan to adopt Resolution 2021-024 thereby determining the necessity for and invoking the authority granted to the City by the

Legislature with respect to tax increment financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining the Diamondhead Medical Center project is eligible for tax increment finance under the Laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan and for other related purposes.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Mr. Marshall thanked the Council.

Consent Agenda:

- 3. **2021-132:** Motion to approve Budget Amendments 2021-23 and 2021-24.
- 4. **2021-133:** Motion to approve the proposed FY22 Budget Calendar.
- 5. **2021-139:** Motion to authorize work assignment under the Master Service Agreement with James J. Chiniche in an amount not to exceed \$1,500 to survey Diamondhead Dog Park parcel.
- 6. **2021-141:** Motion to approve a Work Assignment under the Engineering Master Services Agreement with Pickering Firm in an amount not to exceed \$42,600 for engineering, permitting, bidding and construction phases for Makiki Drive Culvert Replacement Project.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve Agenda Items 3 - 6 by Consent.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 7. **2021-136:** Motion to concur with the recommendation of the Planning & Zoning Commission and thereby to change the current zoning district classification from PRF (public facilities and recreation district) to R-1 (low density single family residential district) in accordance with Zoning Ordinance (Article 2.8) for the purpose of constructing a single family residence. The property address is 7448 Turnberry Drive. The tax parcel number is 068R-1-41-071.000. The legal description is Glen Eagle Phase 1, Lot 48 less 8 feet. The case file number is 202100017.

Jeff Jassby - Applicant spoke about reimbursement.

Motion made by At-Large L'Ecuyer, seconded by Ward 3 Morgan to concur with the recommendation of the Planning & Zoning Commission and thereby to change the current zoning district classification from PRF (public facilities and recreation district) to R-1 (low density single family residential district) in accordance with Zoning Ordinance (Article 2.8) for the purpose of constructing a single family residence. The property address is 7448 Turnberry Drive. The tax parcel number is 068R-1-41-071.000. The legal description is Glen Eagle Phase 1, Lot 48 less 8 feet. The case file number is 202100017.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

8. **2021-137:** Motion to authorize the Planning Commission to hold a public hearing to consider the elimination of Coastal AE Zones in the Flood Damage Prevention Ordinance (Ordinance No. 2012-006) and authorize legal notice publication.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to authorize the Planning Commission to hold a public hearing to consider the elimination of Coastal AE Zones in the Flood Damage Prevention Ordinance (Ordinance No. 2012-006) and authorize legal notice publication.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

9. **2021-138:** Motion to approve the resubdivision of Diamondhead Phase 1, Block 5, Unit 6, Lots 1-3. The property owner is Bonnacarrere's Magnolia Ridge, LLC., represented by Matthew Evans, Managing Member. The property address is 8352 Mohonua Place. The Tax Parcel number is 068J-2-41-030.000.

Motion made by Ward 1 Finley, seconded by Ward 4 Clark to approve the resubdivision of Diamondhead Phase 1, Block 5, Unit 6, Lots 1-3. The property owner is Bonnacarrere's Magnolia Ridge, LLC., represented by Matthew Evans, Managing Member. The property address is 8352 Mohonua Place. The Tax Parcel number is 068J-2-41-030.000.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

11. **2021-142:** Motion to rescind action taken on April 6, 2021 whereby a decision not to seek FEMA reimbursement for Hurricane Zeta street damages was made and further to authorize the administration with Rostan Solution consultants to pursue reimbursement for any damage to streets resulting from Hurricane Zeta.

Kyle Jones of Rostan Solutions spoke.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to rescind action taken on April 6, 2021 whereby a decision not to seek FEMA reimbursement for Hurricane Zeta street damages was made and further to authorize the administration with Rostan Solution consultants to pursue reimbursement for any damage to streets resulting from Hurricane Zeta.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

12. **2021-143:** Motion to authorize the administration in coordination with Rostan Solutions consultants to appeal FEMA disapproval of the city's request for Disaster Debris Removal from Commercial Properties Project #172669.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to authorize the administration in coordination with Rostan Solutions consultants to appeal FEMA disapproval of the city's request for Disaster Debris Removal from Commercial Properties Project #172669.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 14. **2021-146:** Motion to approve submission of Notice of Intent to the MEMA for Hazard Mitigation Program Grant funding for an outdoor emergency warning siren system in the amount of \$200,000 and portable generator and lights in the of \$70,000.

Motion made by Ward 4 Clark, seconded by At-Large L'Ecuyer to approve submission of Notice of Intent to the MEMA for Hazard Mitigation Program Grant funding for an outdoor emergency warning siren system in the amount of \$200,000 and portable generator and lights in the of \$70,000.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Mayor Depreo asked for the addition of Item 14 (a) to authorize the City Manager to prepare and publish frequently asked questions regarding the non-binding advisory only referendum pertaining to consolidation of fire, water and sewer services in to city operations.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to authorize the City Manager to prepare and publish responses to frequently asked questions regarding the non-binding advisory only referendum pertaining to consolidation of fire, water and sewer services in to city operations.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

- 14. **(a)** Motion to authorize the City Manager to publish responses to frequently asked questions regarding the non-binding advisory only referendum pertaining to consolidation of fire, water and sewer services in to city operations.

Motion made by Ward 3 Morgan, seconded by At-Large L'Ecuyer to authorize the City Manager to prepare and publish responses to frequently asked questions and information regarding the non-binding advisory only referendum pertaining to consolidation of fire, water and sewer services in to city operations.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 15. Motion to approve the Docket of Claims (DKT158373-DKT158407) in the amount of \$107,420.47

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve the Docket of Claims (DKT158373-DKT158407) in the amount of \$107,420.47

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

C.J. Longenecker spoke regarding the P.O.A. maintenance yard.

Lisa Vergano requested information on the consolidation referendum.

Joy Dinella submitted a petition for an emergency environmental assessment.

Executive Session - If Necessary - None

Adjourn/Recess.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to adjourn the council meeting at 7:18 p.m.

Voting Yea: Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark, At-Large L'Ecuyer, Mayor Depreo

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

THERE CAME on for consideration by the City Council (the “*Governing Body*”) of the City of Diamondhead, Mississippi (the “*City*”), the matter of the Development and Reimbursement Agreement between the City and Marshall Land Holdings, LLC. After a full consideration of the matter, Councilmember _____ offered and moved the adoption of the following Resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL, CITY OF DIAMONDHEAD, MISSISSIPPI, AUTHORIZING THE FORM OF AND EXECUTION OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN MARSHALL LAND HOLDINGS, LLC, AND THE CITY.

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The Governing Body is authorized and empowered by the Constitution and Laws of the State of Mississippi, including Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “*TIF Act*”), to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and redevelopment and designated as appropriate for redevelopment in accordance with redevelopment and tax increment financing plans adopted by the Governing Body.

2. The Governing Body has heretofore approved a redevelopment plan entitled “*Tax Increment Financing Redevelopment Plan, City of Diamondhead, Mississippi, 2021.*”

3. Marshall Land Holdings, LLC (the “*Developer*”), desires to develop a multi-phase project on approximately 14.73 acres of property located on the corner of East Aloha Drive and Veterans Avenue (the “*TIF District*”) that will include (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services (the “*Project*”).

4. On May 4, 2021, the Governing Body approved and adopted the “*Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021*” (the “*TIF Plan*”), which creates the TIF District and provides for the issuance of not to exceed the principal amount of \$1,000,000 Tax Increment Limited Obligation Bonds of the City (the “*Bonds*”) to fund certain infrastructure improvements related to the Project and described in the TIF Plan (the “*Infrastructure Improvements*”).

5. There has been presented to the Governing Body the form of a Development and Reimbursement Agreement to be executed by and between the City and the Developer, the form of which is attached hereto as **EXHIBIT A** (the “*Development Agreement*”).

6. The Governing Body desires to enter into the Development Agreement and to authorize the City Manager and City Clerk of the City to execute same with such changes, additions, deletions, and modifications as shall be approved by the officers of the City executing the Development Agreement, their execution thereon signifying their approval of such changes, additions, deletions and modifications.

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

SECTION 1. That the Development Agreement is approved in the form attached hereto as **EXHIBIT A**, and that the City Manager and the City Clerk are authorized to execute the Development Agreement with such changes, additions, deletions and modifications as shall be approved by the officers of the City executing same, their execution thereon signifying their approval of such changes, additions, deletions and modifications.

SECTION 2. That the City reasonably expects that it will incur expenditures prior to the issuance of the Bonds which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 3. That all orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this Resolution shall be and are repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 4. That for cause, this Resolution shall become effective immediately upon the adoption thereof.

Councilmember _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

- Mayor Nancy Depreo voted: _____
- Councilperson Lindsay L'Ecuyer voted: _____
- Councilperson Shane Finley voted: _____
- Councilperson Alan Moran voted: _____
- Councilperson Jamie Wetzel Morgan voted: _____
- Councilperson Charles S. Clark voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of the Governing Body, the Mayor declared the motion carried and the resolution adopted this ____ of _____, 2021.

Mayor
City of Diamondhead, Mississippi

ATTEST:

City Clerk
City of Diamondhead, Mississippi

(SEAL)

EXHIBIT A

Development and Reimbursement Agreement

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement dated May __, 2021, by and between the **CITY OF DIAMONDHEAD, MISSISSIPPI** (the “*City*”), a municipal corporation organized and existing under the laws of the State of Mississippi (the “*State*”) and **MARSHALL LAND HOLDINGS, LLC**, its successors and assigns, a corporation duly organized, existing, and in good standing under the laws of the State (the “*Developer*”).

WITNESSETH:

WHEREAS, the City approved its “*Tax Increment Financing Redevelopment Plan, City of Diamondhead, Mississippi, 2021*” (the “*Redevelopment Plan*”), as authorized by and under Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “*TIF Act*”); and

WHEREAS, on April 6, 2021, the City, acting by and through its Mayor and City Council (the “*Governing Body*”), adopted a resolution giving notice of its intention to hold a hearing to consider approval of the “*Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021*” (the “*City TIF Plan*”) to express its intent at a future time or times to issue tax increment financing bonds in one or more series (the “*Bonds*”) in a principal amount not to exceed One Million Dollars (\$1,000,000), all as provided by the TIF Act; and to create a tax increment financing district on approximately 14.73 acres of property located on the corner of East Aloha Drive and Veterans Avenue within the City and describe in **Exhibit A** attached hereto (the “*TIF District*”) for the purpose of providing funds to the Developer as an incentive to develop and redevelop the TIF District by constructing (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services (the “*Project*”); and

WHEREAS, the City TIF Plan was developed in conformity with the Redevelopment Plan; and

WHEREAS, on April 21, 2021, the City published a Notice of a Public Hearing on the City TIF Plan, and on May 4, 2021, the Governing Body held a public hearing on the City TIF Plan, all as required by the TIF Act, after which the Governing Body adopted a resolution giving final approval to the City TIF Plan and authorizing the issuance of the Bonds for the purpose of acquiring and constructing the Infrastructure Improvements, as defined below; and

WHEREAS, on April 5, 2021, Hancock County, Mississippi (the “*County*”), acting by and through its Board of Supervisors, adopted a resolution giving notice of its intention to hold a hearing to consider approval of the *Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi, 2021*” (the “*County TIF Plan*”) and together with the City TIF Plan, the “*TIF Plans*”) to express its intent to participate with the City in the City’s issuance of the Bonds, all as provided by the TIF Act within the TIF District for the purpose of providing the Developer an additional incentive to develop and redevelop the TIF District by constructing the Project; and

WHEREAS, on April 21, 2021, the County published a Notice of Public Hearing on the County TIF Plan, and on May 3, 2021, the County Board of Supervisors held a public hearing on the County TIF Plan, all as required by the TIF Act, after which the County Board of Supervisors adopted a resolution giving final approval to the County TIF Plan to assist in the development of the Project and its joint participation with the City, pursuant to Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the “*Interlocal Act*”); and

WHEREAS, pursuant to the TIF Plans and the TIF Act, the City has agreed to issue the Bonds, in one or more series, subject in part in compliance with the terms of this Agreement to pay the cost of acquiring and constructing eligible improvements, which may include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; regional storm water improvements; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks; site improvements; offsite improvements and infrastructure which may include roads, rights-of-way, utilities, and water and sewer lines; parking; relocation of electrical lines; lighting; signalization; wetlands and stream mitigation payments; storm drainage pipes; culverts; landscaping of rights-of way; costs associated with the acquisition of land for the foregoing improvements; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “*Infrastructure Improvements*”); and

WHEREAS, the Developer agrees to develop the Project, or cause the Project to be developed, and the City intends issue the Bonds to support the Project and to allow a portion of the proceeds from the Bonds to be used to reimburse the Developer for the cost of Infrastructure Improvements in a principal amount not to exceed One Million Dollars (\$1,000,000); and

WHEREAS, the Bonds will be secured by a pledge of all of the City’s incremental ad valorem tax increased from the real and personal property and all of the incremental increases in sales tax rebates generated within the TIF District from the development of the Project and all of the incremental increase in the County’s ad valorem tax revenues generated from real and personal property located within the TIF District and lawfully available to the City and County under the TIF Act for such pledge (together, the “*TIF Revenues*”); and

WHEREAS, the principal amount of the Bonds to be issued by the City to support the Infrastructure Improvements related to the Project will be determined based on the lesser of (1) such amounts as can be retired out of the projected TIF Revenues attributable to seventy-five percent (75%) of the City’s increase in real and personal property ad valorem taxes generated by the Project, plus fifty percent (50%) of the City’s incremental increase of sales tax rebates generated by the Project, plus seventy-five percent (75%) of the County’s incremental increases in ad valorem taxes on real and personal property generated within the TIF District at the marketable interest rate for tax increment bonds for a period not to exceed fifteen (15) years; or (2) \$1,000,000; and

WHEREAS, part or all of the Project and all of the Infrastructure Improvements except as herein provided, will be acquired or constructed by the Developer prior to the issuance of the Bonds; and

WHEREAS, as required by the Section 21-45-9 of the TIF Act, this Agreement is being executed and delivered in order to set forth the agreements between the parties hereto with respect to the Developer being reimbursed for its expenditures for the Infrastructure Improvements; and

WHEREAS, this Agreement incorporates by reference all of the related terms and conditions of the TIF Plans.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer is a Mississippi corporation duly organized, existing, and in good standing in the State of Mississippi.

SECTION 2. The Developer has commenced construction of the Project and shall complete the construction of the Project, or cause construction of the Project to be completed, and the City shall, subject to the provisions of this Agreement and the issuance of the Bonds, reimburse the Developer, or its designee, for expenditures on the Infrastructure Improvements.

SECTION 3. The City will issue the Bonds to defray the costs of the Infrastructure Improvements of the Project in one or more series, as may be reasonably determined by the City, in a principal amount equal to the lesser of:

- (a) such amounts as can be retired out of the projected TIF Revenues attributable to seventy-five percent (75%) of the City’s increase in real and personal property ad valorem taxes generated by the Project, plus fifty percent (50%) of the City’s incremental increase of sales tax rebates generated by the Project, plus seventy-five percent (75%) of the County’s incremental increases in ad valorem taxes on real and personal property generated within the TIF District at the marketable interest rate for tax increment bonds for a period not to exceed fifteen (15) years; or
- (b) \$1,000,000.

The City will deliver the Bonds in its soled discretion when (1) the Project is constructed as described herein; (2) the Developer is able to demonstrate to the satisfaction of the City that projected TIF Revenues will provide moneys sufficient to make the payments for each series of Bonds issued; and (3) the Developer submits a requisition for reimbursement for its costs of the Infrastructure Improvements in the form of the requisition in **EXHIBIT B** attached hereto (the **“Requisition”**). In no event shall the Bonds be issued in an amount that would require the annual payment on such series of Bonds to exceed the projected annual amount available to the City and County from those revenues specified in Section 3(a) above.

Proceeds of Bonds issued hereunder shall be applied in accordance with the provisions of Section 6 hereof.

SECTION 4. The Developer acknowledges that the City and the County have entered into that certain Interlocal Cooperation Agreement, dated as of May __, 2021, which sets forth the City’s and the County’s joint and mutual efforts to be performed in connection with the TIF Plan, the TIF District and the Bonds.

SECTION 5. The acquisition and construction of all or any portion of the Project by the Developer will be at the Developer’s own cost prior to the delivery of any series of Bonds and, to the extent allowed by law and this Agreement, the City will reimburse, from proceeds of the Bonds, the Developer, or its designee, for the Developer’s expenditures on the Infrastructure Improvements to support the Developer in a principal amount as provided in Section 3 hereof.

The Project will be:

- (a) constructed in multiple phases on approximately 14.73 acres of land with the TIF District;
- (b) include (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services; and
- (c) the first phase of the Project will be constructed on approximately +/- 2.2 acres within the TIF District, represent a private investment of approximately \$4,600,000, and it will include (1) a new medical care facility in conjunction with Memorial Hospital in the City that is over 20,000 square feet and that will include a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms, (2) an in-house compounding pharmacy that requires a specialized environmentally controlled space and (3) a full-service retail pharmacy including household goods, food products, and other services.

The parties hereto acknowledge and agree that the Developer will either acquire and construct the Project or cause the Project to be acquired and constructed consistent with the provisions of this Section 5.

SECTION 6. The City and The Developer agree that at such time as one or more series of the Bonds are sold and delivered, the City shall deposit and apply Bond proceeds in the maximum principal amount of One Million Dollars (\$1,000,000) in the priority as follows: (1) first used to pay or reimburse the City’s for outstanding obligations incurred in connection with the adoption of the TIF Plan, cost of issuance of the Bonds and Infrastructure Improvements, if any, constructed by the City for the Project, (2) then, in the City’s sole discretion, establish a debt service reserve fund in an amount determined solely by the City to pay the highest annual payment of principal and interest on the TIF Bonds and (3) then the proceeds shall next be used to reimburse the Developer for all costs and expenditures made by the Developer in connection with the acquisition and construction of the Infrastructure Improvements described in the Requisition within thirty (30) days of receipt of said Requisition. Any moneys remaining after application of the Bond proceeds pursuant to this Section shall be used for payment of the Bonds.

SECTION 7. (a) The City covenants and agrees to use all reasonable efforts to issue the Bonds in the amounts, for the purposes and at the times contemplated herein, and covenants and agrees that the Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such Bonds or by the lack of sufficient projected TIF Revenues to provide for the debt service on the Bonds, or a series thereof in the minimum amount provided for

in this Agreement, as may reasonably be determined by the City in accordance with the facts and circumstances existing at the time.

(b) The City hereby agrees that it will make all reasonable efforts to issue and deliver the Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion and operation of the Project by the Developer as described in this Agreement, it knows of no reason why the Bonds will not be issued and delivered

(c) The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer) any part of the cost of the Infrastructure Improvements or cost and expense incurred in connection with issuing the Bonds and that the City's obligation to expend funds or reimburse the Developer to pay for the acquisition and construction of the Infrastructure Improvements is limited to the proceeds of any series of Bonds, and in the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City irrespective of expenditures made by the Developer in connection with construction of the Project. However, the Developer hereby acknowledges that the City cannot guarantee that a purchaser for the Bonds will be found and that to enhance the marketability of the Bonds it may be necessary for the Developer to provide a guarantee for the payment of the Bonds or a purchaser may require a debt service reserve fund for the Bonds to be established that will be funded with Bond proceeds.

SECTION 8. (a) Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If the City shall approve such dedication, in the City's sole discretion and after determining that the Infrastructure Improvements meet the City standards, codes, and ordinances, then such Infrastructure Improvements shall be dedicated to the City. The City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which are dedicated to the City.

(b) If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 9. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of any series of Bonds and further acknowledges that the City's sole source of funds available to pay the cost of the Project or reimburse the Developer for such cost is the proceeds derived from the sale of the Bonds. Any reduction in the taxes paid to the City that are generated within the TIF District due to low property assessments, failure to pay property taxes, or otherwise will reduce the principal amount of Bonds that will be issued and likely affect the marketability of the Bonds.

SECTION 10. The Developer agrees that all costs incurred by the City regarding the Project, including, but not limited to, inspection costs, legal fees, and expenses and bond issuance costs shall be paid by the Developer in the event that within eighteen (18) months of the date this Agreement is executed either the Bonds are not issued for any reason or the Infrastructure Improvements are not completed. Additionally, the Developer shall pay attorneys' fees incurred by any of the parties in connection with the enforcement of any of the provisions of this Section.

SECTION 11. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 12. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

If to the City:

City of Diamondhead, Mississippi
Attention: City Manager
5000 Diamondhead Circle
Diamondhead, Mississippi 39525

(With a copy to the City Attorney at Law Offices of Derek R. Cusick, PLLC 1325 25th Avenue, Gulfport, MS 39501)

If to The Developer:

Marshal Land Holdings, LLC
16 Rivers Bend Drive
Gulfport, MS 395074

SECTION 13. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement. Provided, neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed

SECTION 15. This Agreement shall be valid and enforced from and after the date first written above.

SECTION 16. This Agreement shall be governed as to validity, construction and performance by the Constitution and the laws of the State.

DULY EXECUTED on the day and year first written hereinabove.

CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____
Michael J. Reso, City Manager

ATTEST:

By: _____
Jeannie Klein, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Micheal J. Reso and Jeannie Klein, who acknowledged they are the City Manager and City Clerk, respectively, of the City of Diamondhead, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

MARSHALL LAND HOLDINGS, LLC

By: _____
Richard V. Marshall, Member

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Richard V. Marshall, who acknowledged he is a member of Marshall Land Holdings, LLC and that for and on behalf of said limited liability company and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A
TIF DISTRICT

EXHIBIT B
FORM OF REQUISITION

Not to Exceed \$1,000,000
Diamondhead, Mississippi
Tax Increment Limited Obligation Bonds, Series 2021
(Diamondhead Medical Center Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Marshall Land Holdings, LLC (the “*Developer*”), hereby requests the City of Diamondhead, Mississippi (the “*City*”), to reimburse the Developer for the following eligible costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements in an amount not to exceed \$1,000,000 (see Development and Reimbursement Agreement dated _____, 2021, for definitions of such terms):

- (a) Acquisition and Construction Costs \$ _____
- (b) Other Authorized Costs \$ _____
- Total Costs to be Paid or Reimbursed: \$ _____

Attached hereto are copies of statements for acquisition transactions, invoices, and statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Infrastructure Improvements for the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor’s, mechanic’s or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition is made.

All defined terms shall have the meaning ascribed to each as set forth in the Bond Resolution of the City dated _____, 20_.

WITNESS the due execution of this requisition this, the ____ day of _____ 20__.

MARSHALL LAND HOLDINGS, LLC

By: _____
[NAME], [TITLE]

APPROVED:

CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____

Printed Name: _____

Title: _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5’ DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 24 and 25, DIAMONDHEAD PHASE 2, UNIT 11, BLOCK 6, HANCOCK COUNTY LOCATED WITHIN THE CITY

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

1. The City currently has a 5’ drainage/utility easement on each side of the common property line between Lots 24 and 25, Diamondhead Phase 2, Unit 11, Block 6 (see attached survey from Crosby Surveying as Exhibit A).
2. Elliott Homes, LLC is the owner of Lots 24 and 25, Diamondhead Phase 2, Unit 11, Block 6. The parcel number is 068J-1-41-234.000. The physical street address is 848 Kaleki Court.
3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5’ drainage and utility easements on each side of the common property line between Lots 24 and 25, Diamondhead Phase 2, Unit 11, Block 6.

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

SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to Lots 24 and 25 described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer and CEPA do not have any objections.

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

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:

Resolution 2021-026
Agenda Item 2021-161

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Moran	___	___	___
Councilmember Morgan	___	___	___
Councilmember Clark	___	___	___
Councilmember L'Ecuyer	___	___	___
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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

(SEAL)



ELLIOTT HOMES

Elliott Homes
1402 Pass Rd
Gulfport, MS 39501

Request for Abandonment of Easement

Site: 001-DH-21106024
Lot Number(s): Lots 24 and 25
Parcel: 068J-1-41-234.000
Address: 842 Kaleki Court

I am requesting the 5 ft utility abandonment of easement between lot 24 and 25 on Kaleki Court block 6 Phase 2 Unit 11 so that we can build a house on the combined lots.

Thank you

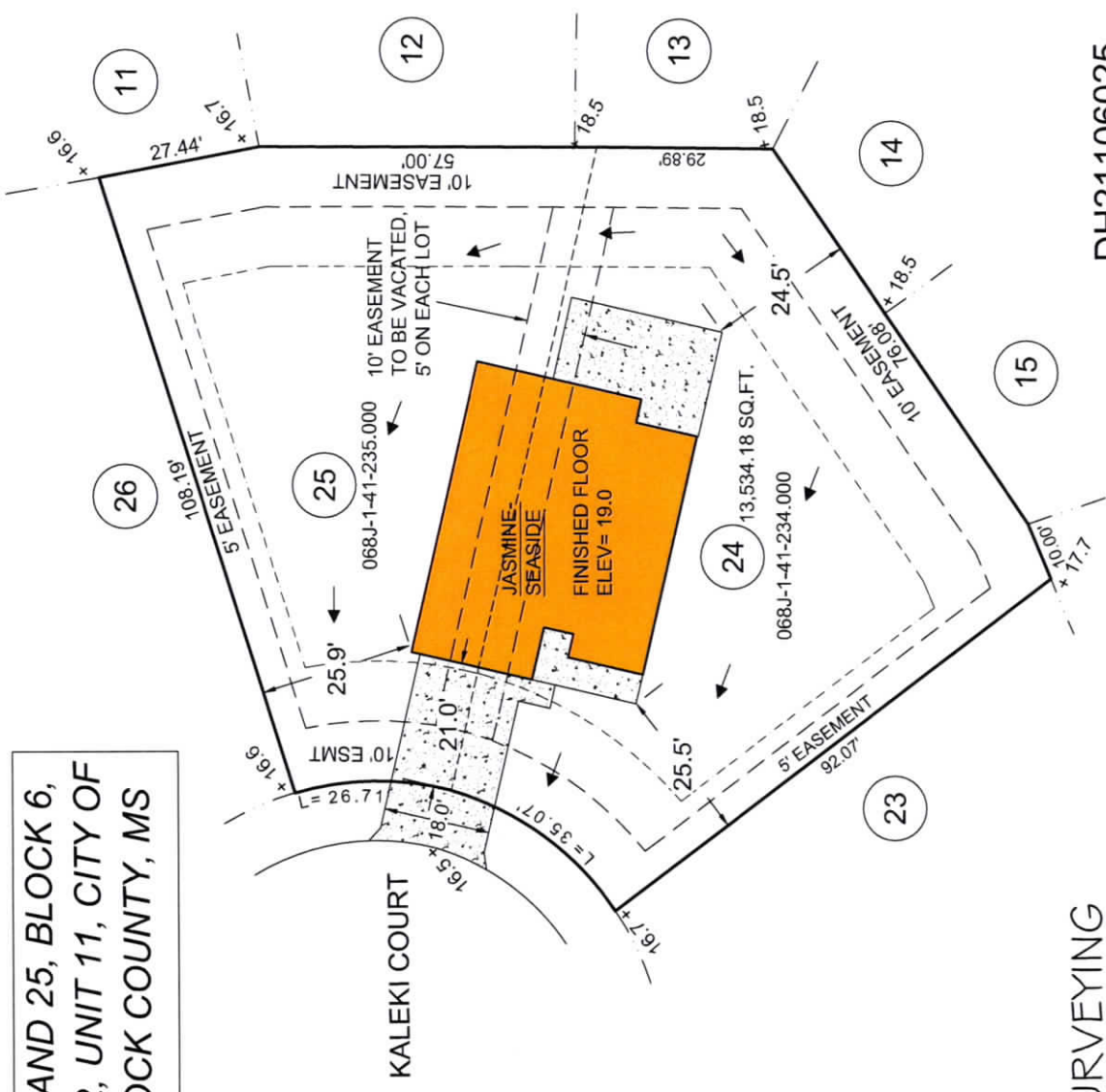
Angela Hayes | *Starts Coordinator*

Angela@myelliotthome.com | 1402 Pass Road, Gulfport, MS 39501

Cell [228-273-5991](tel:228-273-5991) | [1-844-BUY-ELLIOTT](tel:1-844-BUY-ELLIOTT) | [1-844-289-3554](tel:1-844-289-3554)

www.MyElliottHome.com

SITE PLAN ON LOTS 24 AND 25, BLOCK 6,
DIAMONDHEAD, PHASE 2, UNIT 11, CITY OF
DIAMONDHEAD, HANCOCK COUNTY, MS



DRIVEWAY AND LEAD
SIDEWALK= 589.37
SQ.FT.
PERVIOUS SURFACE=
11,192 SQ.FT.

CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649



DH21106025



Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 202840

Indexing: Lot 58, Block 6, Unit 7, Phase 2,
Diamondhead & Lot 12, Block 3, Unit 5, PH2
Diamondhead, & Lot 29, Block 2, Unit 7, PH2
Diamondhead, & Lot 24, Block 4, Unit 7, PH1
Diamondhead & Lot 25, Block 6, Unit 11 PH1
Diamondhead

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid,
and other good and valuable consideration, the receipt and sufficiency of all of which is hereby
acknowledged, the undersigned,

**Diamondhead Country Club and Property Owners Association, Inc.,
A Mississippi Corporation
5300 Diamondhead Circle
Diamondhead, MS 39525
(228) 255-1900**

do hereby sell, convey and warrant unto

**Elliott Homes, LLC
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914**

the following described land and property being located in the Hancock County, Mississippi, being
more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT " A "

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way
and easements applicable to subject property, and subject to any and all prior recorded reservations,
conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, Diamondhead Country Club and Property Owners Association, Inc. has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 24th day of January, 2021.

Diamondhead Country Club and Property Owners Association, Inc.

BY: Ernie Knobloch
Ernie Knobloch, President

STATE OF MISSISSIPPI

COUNTY OF Hancock

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Ernie Knobloch, who acknowledge that he is the President of Diamondhead Country Club and Property Owners Association, Inc., and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of January, 2021.

Veronica Varnadore
NOTARY PUBLIC

My Commission Expires:

May 3, 2021



EXHIBIT "A"

Lot Fifty Eight (58), Block Six (6), Unit Seven (7), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twelve (12), Block Three (3), Unit Five (5), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twenty Nine (29), Block Two (2), Unit Seven (7), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twenty Four (24) Block Four (4), Unit Seven (7), Diamondhead Phase 1, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twenty Five (25) Block Six (6), Unit Eleven (11), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, Ms. 39503
228-832-8550
Our File: 202840

DECLARATION OF ACCEPTANCE

PROPERTY ADDRESS: Five Vacant Lots/Parcels Diamondhead , MS 39525

Lot Fifty Eight (58), Block Six (6), Unit Seven (7), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twelve (12), Block Three (3), Unit Five (5), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twenty Nine (29), Block Two (2), Unit Seven (7), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

AND

Lot Twenty Four (24) Block Four (4), Unit Seven (7), Diamondhead Phase 1, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

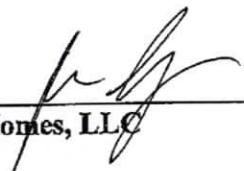
AND

Lot Twenty Five (25) Block Six (6), Unit Eleven (11), Diamondhead Phase 2, according to the map or plat thereof on file and record in the office Chancery Clerk of Hancock County, Mississippi.

I/We, the undersigned, do hereby declare that I/we have inspected the vacant land at the above reference address and/or location as of this date, and that without any reservations, I/we hereby accept the property as to its "as is" condition and have satisfied myself/ourselves that:

- (a) the property can be used for its intended use;
- (b) I/we have made all inquiries that I/we deem reasonable and necessary regarding permits, wetlands, tidelands and use of the property;
- (c) I/we do hereby accept that property in its "as is, where is" condition;
- (d) I/we have been given the property survey to verify acreage and access to the property and am/are satisfied;
- (e) I/we are ready to proceed with the final closing of this transaction;
- (f) I/we hereby release the Seller(s) from any further obligation.

DATE: January 25, 2021



Elliott Homes, LLC

Resolution
Agenda Item

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5' DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 24 and 25, DIAMONDHEAD PHASE 2, UNIT 11, BLOCK 6, HANCOCK COUNTY LOCATED WITHIN THE CITY

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

1. The City currently has a 5' drainage/utility easement on each side of the common property line between Lots 24 and 25, Diamondhead Phase 2, Unit 11, Block 6 (see attached survey from Crosby Surveying as Exhibit A).
2. Elliott Homes, LLC is the owner of Lots 24 and 25, Diamondhead Phase 2, Unit 11, Block 6. The parcel number is 068J-1-41-234.000. The physical street address is 848 Kaleki Court.
3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5' drainage and utility easements on each side of the common property line between Lots 24 and 25, Diamondhead Phase 2, Unit 11, Block 6.

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

SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to Lots 24 and 25 described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer and CEPA do not have any objections.

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

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:

Resolution
Agenda Item

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Moran	___	___	___
Councilmember Morgan	___	___	___
Councilmember Clarke	___	___	___
Councilmember L'Ecuyer	___	___	___
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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

Indexing Instructions: Lot 24 Block 6
Unit 11 Phase 2 Diamondhead

File# 210536

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

**Adam Brown, IV
5311 Driftwood Ct
Ocean Springs, MS 39564
(228) 860-8014**

does hereby grant, bargain, sell, convey and warrant, unto

**ELLIOTT HOMES, LLC,
A Mississippi Limited Liability Company
1402 PASS RD.
GULFPORT, MS 39501
228-257-9914**

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Hancock, State of Mississippi, and more particularly described as follows, to-wit:

Lot 24 Block 6 Unit 11 Diamondhead, Phase 2, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor

agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 19th day of March, 2021.

Adam Brown, IV
Adam Brown, IV

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Adam Brown, IV, who acknowledged that he signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 19th day of March, 2021.

Ashley Zimmerman
NOTARY PUBLIC

(SEAL)

My Commission Expires:



DECLARATION OF ACCEPTANCE

PROPERTY ADDRESS: Lot 24 Block 6 Unit 11 Phase 2
Diamondhead, MS 39525
Hancock County

I/We, the undersigned, do hereby declare that I/we have inspected the vacant land at the above reference address and/or location as of this date, and that without any reservations, I/we hereby accept the property as to its "as is" condition and have satisfied myself/ourselves that:

- (a) the property can be used for its intended use;
- (b) I/we have made all inquiries that I/we deem reasonable and necessary regarding permits, wetlands, tidelands and use of the property;
- (c) I/we do hereby accept that property in its "as is, where is" condition;
- (d) I/we have been given the property survey to verify acreage and access to the property and am/are satisfied;
- (e) I/we are ready to proceed with the final closing of this transaction;
- (f) I/we hereby release the Seller(s) from any further obligation.

DATE: 03/19/2021



ELLIOTT HOMES, LLC

Abandonment of Easement Request

Pat,

I have reviewed the request to abandon the easement off of Kaleki Ct (between lots 24 & 25) at proposed address 848 Kaleki Ct. Coast Electric agrees to abandon the easement between lots 24 & 25.

If you have any questions, please give me a call.

Thanks,

Kendall Ladner 

Director of System Engineering

(228) 216-8889

Request for abandonment of drainage easement

Date 5/12/2021

Lots 24 &25

Parcel 068J-1-234.000

Address 842 Kaleki Court

ELLIOT HOMES

No drain ditch was made between lot 24&25 for water flow. But water will need to get from back of property's to front street on Kaleki Court.

Public Work

Butch Walton

[Handwritten signature]
LB - note Highlighted Area



**Mississippi Gulf Coast
Metropolitan Planning Organization**
Gulf Regional Planning Commission

Request for MPO Study/Technical Report Application

A RESOLUTION of the City of Diamondhead (Hereinafter referred to as “APPLICANT”) AUTHORIZING the filing of an APPLICATION for FUNDING for a MPO Study/Technical Report Application relating to Diamondhead Wayfinding, Navigation and Implementation Plan., (Hereinafter referred to as “PROJECT”) and COMMITTING the necessary NON-FEDERAL MATCHING FUNDS for said project, and ASSURING that APPLICANT intends to follow project scheduling and development guidelines set forth by the Mississippi Gulf Coast Metropolitan Planning Organization (MPO) and the Mississippi Department of Transportation (MDOT) toward obligation of PROJECT funding.

WHEREAS, APPLICANT is submitting an application to the MPO for \$73,500 (\$58,800 Federal Share/\$14,700 Local Share) in funding from the federal Surface Transportation Program (STP) for the PROJECT to be included in the Transportation Improvement Program (TIP); and,

WHEREAS, the Gulf Regional Planning Commission (GRPC) serves as the administrative agency for the Mississippi Gulf Coast MPO, and administers federal STP funds to the local jurisdictions within the MPO’s designated urbanized areas under the guidance and direction of the MPO’s Technical Coordinating and Transportation Policy Committees; and,

WHEREAS, the MPO’s *Transportation Improvement Program (TIP) Handbook* describes the policies and procedures for development of the TIP; and,

WHEREAS, on September 24, 2015, the MPO’s Transportation Policy Committee adopted a Complete Streets Policy for the region that includes firm, but reasonable, language requiring both new and reconstruction projects utilizing federal transportation funds on the Mississippi Gulf Coast to include measures to accommodate bicycles, pedestrians and transit to the extent possible; and,

WHEREAS, GRPC will review and evaluate said PROJECT based on goals set by the MPO and rank against other projects submitted for funding consideration; and,

WHEREAS, the commitment of local matching funds of at least 20 percent or \$14,700 of PROJECT is required to receive STP funding consideration; and,

WHEREAS, available STP funding is limited, and additional cost increases cannot be expected to be funded with such funds and may cause additional financial liability to be borne by APPLICANT; and,

WHEREAS, STP-funded projects must comply with the MDOT *Project Development Manual for Local Public Agencies*.

NOW, THEREFORE BE IT RESOLVED, that City of Diamondhead is authorized to execute and file a project application for funding under the Surface Transportation Program (STP); and, be it further

RESOLVED, that if approved for funding, APPLICANT will provide \$14,700 in non-federal matching funds; and, be it further

RESOLVED, that if approved for funding, APPLICANT must complete the project as described in the project application; and, be it further

RESOLVED, that if approved for funding, APPLICANT understands that the PROJECT must be activated and systematically moved toward completion as prescribed in this resolution and in the project application; and, be it further

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

I, Nancy Depreo, hereby certify that the foregoing resolution was duly and regularly introduced by Councilmember _____, seconded by Councilmember _____ and adopted at a regular meeting of the City Council of Diamondhead on the 18th day of May, 2021, by the following vote, to wit:

AYES:

NAYS: .

ABSTAIN: .

ABSENT: .

Nancy Depre, Mayor

Attest:

Jeannie Klein, City Clerk

seal

MPO TECHNICAL REPORT AND STUDIES APPLICATION

Jurisdiction/agency: City of Diamondhead	Date: 5/18/2021
Study/report name: Diamondhead Wayfinding, Navigation, and Implementation Plan	
Study area: All area that makes up the City of Diamondhead (city limits)	
Project contact person: Michael Reso	

Is this project included in Mississippi Gulf Coast Long Range Transportation Plan? YES NO

DESCRIBE STUDY PURPOSE: Define the transportation issue to be solved.

The project is to create a Citywide Wayfinding Masterplan in the City of Diamondhead. It is called the Diamondhead Wayfinding, Navigation and Implementation Plan, and it is multi-faceted approach to:

- Establish a consistent, attractive signage branding for Diamondhead
- Create a cohesive and functional palette of wayfinding tools
- Orchestrating the movement of visitors and residents through prescribed routes of travel
- Implementing all of the above in a prioritized, strategic manner

This project has come from a year-long comprehensive plan update, Envision Diamondhead 2040. The City hired Orion Planning and Design to lead this project and this same urban planning firm will work on this wayfinding project.

See attached proposal from Orion Planning and Design.

PROJECT COST:

Federal Share	\$58,800 Fed
Local Share	\$14,700 Local (City of Diamondhead)
Total	\$73,500 Total Project Cost

SUBMIT TO: Kenneth Yarrow, GRPC, 1635 Popp's Ferry Road, Suite G, Biloxi, MS 39532.
Email: kyarrow@grpc.com



A PROPOSAL FOR A
CITYWIDE WAYFINDING MASTERPLAN
CITY OF DIAMONDHEAD, MS



Hernando, MS
Huntsville, AL
Missoula, MT
St. Simons Island, GA



MAY 8, 2021

SUBMITTED BY:

-  Oliver Seabolt
Partner
-  Orion Planning + Design
www.orionplanningdesign.com
-  116 Cater Street
St. Simons Island, GA, 31522
-  404-933-0143
-  Oliver@OrionPlanningDesign.com

IF FINDING YOUR WAY WAS OBVIOUS..... THEN WHO NEEDS DIRECTIONS!?



Mr. Mike Reso
 City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525



May 9, 2021

RE: Proposal for Project 16 of the Envision Diamondhead 2040 Implementation Projects:
Diamondhead Wayfinding, Navigation, and Implementation Plan

Dear Mike,

Thank you for the opportunity to provide the aforementioned planning and design services for the City of Diamondhead. We remain grateful for the opportunity to continue to work for you and to assist with creating and implementing the design vision as outlined in the Envision Diamondhead 2040 Comprehensive Plan. We have provided an individual scope and fees according to the individual project keyed to the Envision Diamondhead 2040 Comprehensive Plan Potential Projects exhibit and accompanying Project Matrix.

We had originally discussed the need for a standard branding approach to signage throughout the City of Diamondhead and a need to help visitors to easily get from place to place which led the proposal of Project #16 the Wayfinding Master Plan. However, we are calling it the ***Diamondhead Wayfinding, Navigation, and Implementation Plan*** because what we're proposing is more than just a wayfinding plan. It's a multi-faceted approach to:

- › Establish a consistent, attractive signage branding for Diamondhead
- › Create a cohesive and functional palette of wayfinding tools
- › Orchestrating the movement of visitors and residents through prescribed routes of travel
- › Implementing all of the above in a prioritized, strategic manner

We have itemized the proposed scope in pages that follow but have included some additional options that could be added into the scope for nominal fees or could be completed in a later phase.

Services and fee structure have been determined with the following assumptions:

- › Individual project site surveys and base information will be provided by the client in an Autocad .DWG file unless otherwise agreed upon between Orion and the city.
- › Design services are provided at \$165/hr unless otherwise specified.
- › This is an estimate only and is subject to increase or decrease based upon actual efforts and a change in the scope of services as determined by the client.
- › Multiple conceptual design ideas will be provided for preference but these fees do not include iterations beyond the original concepts presented or substantial changes in direction once started.

We welcome any questions that you may have regarding these so please don't hesitate to contact us if we need to adjust specific items.

Best regards,

Oliver Seabolt
 Partner

What is wayfinding?

Wayfinding encompasses all of the ways in which people orient themselves in physical space and navigate from place to place.



Wayfinding can be whimsical ttyet direct;

it is not always just a sign;



it can be informative and educational;

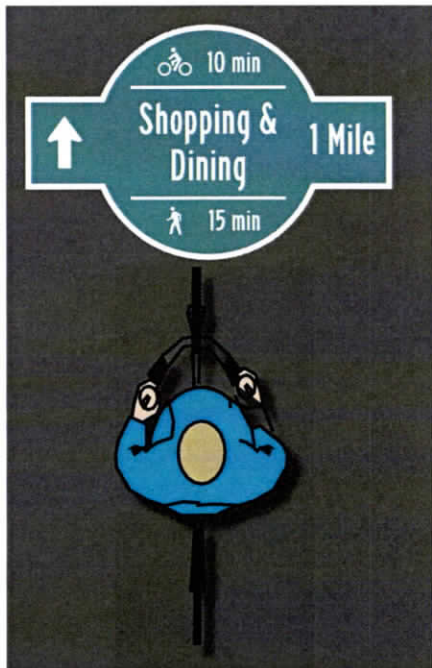
they don't all have to be vertical;



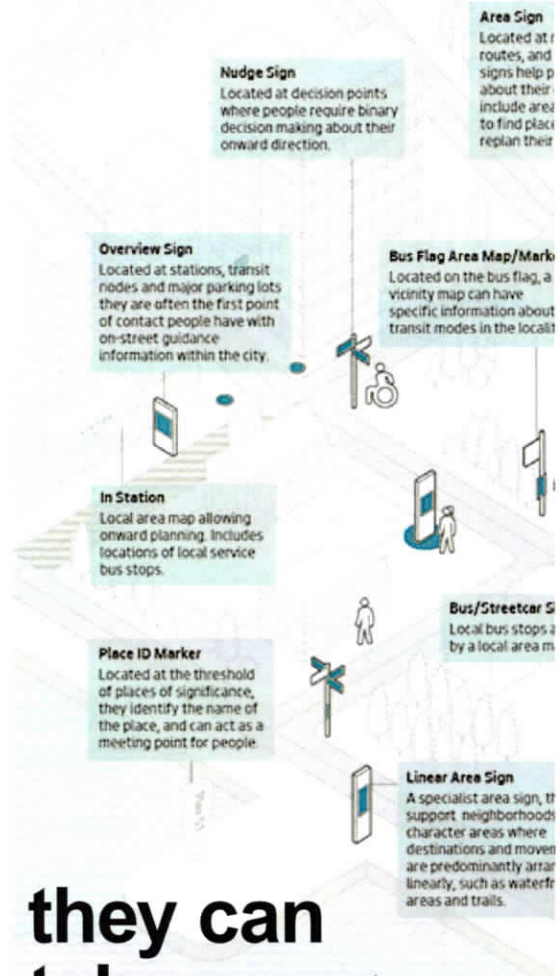
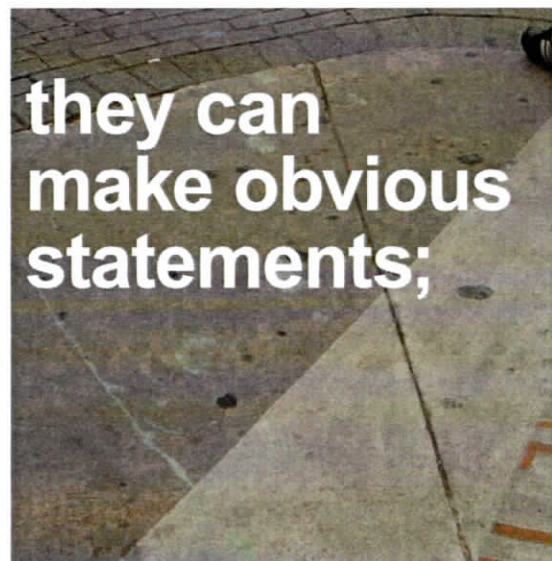
they can be painfully true;



they can be simple yet informative;



they can take many forms;



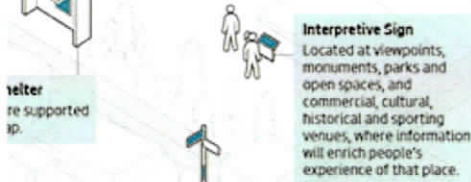
major junctions, on key in busy areas, area people make decisions onward journey. They maps to allow people s, orient themselves, journey.



Route Marker
Located at entrances to public routes through buildings, either on the building facade or freestanding in the right-of-way. These signs support and encourage the use of these hidden routes.



Sidewalk Medallion
Located on the sidewalk, these provide qualitative information about routes such as "Steep Route/ Alternative Route 200 feet this way"



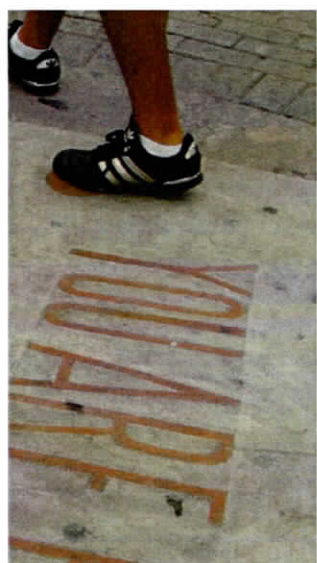
Interpretive Sign
Located at viewpoints, monuments, parks and open spaces, and commercial, cultural, historical and sporting venues, where information will enrich people's experience of that place.



Public Art
Design and located in consultation with local communities, public art supports wayfinding in two ways: they help legibility of place - "I know where I am", and they provide a language for people to use in describing their journeys - "Turn right at the Squiggle".



Site Specific Overview Sign
Located at the threshold of monuments, parks, open spaces and similar venues, they provide overview information, including mapping, activity areas, events, and operational information. They can also allow more detailed story or history telling.



they can be interactive;




they can even be....

RIDICULOUS!



What is navigation?

An aerial photograph of a large commercial facility, possibly a truck stop or a large parking lot, with several buildings and many cars. A blue location pin graphic is overlaid on the left side of the image, pointing to a specific area. The text is overlaid on the center of the image.

The act or process of planning out a route or directing the travels of a boat, car, person etc...from one place to another.

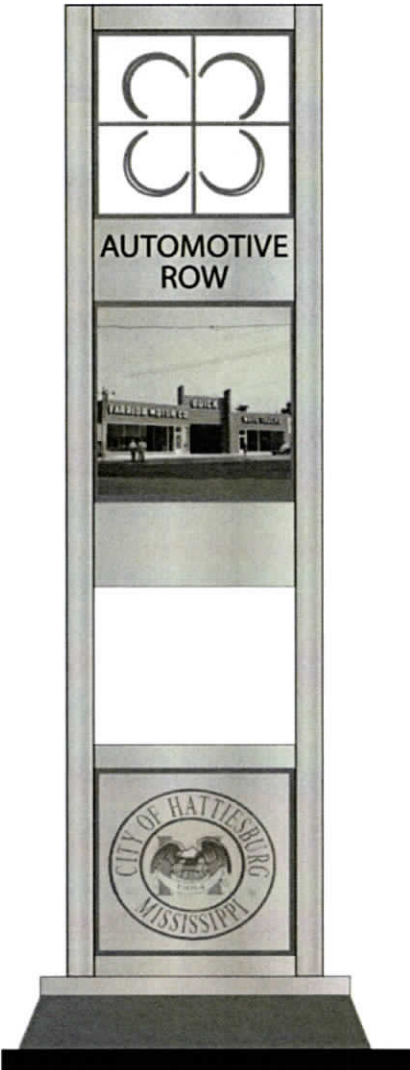


Five main types of wayfinding signs:

- 1. IDENTIFICATION SIGNS
- 2. DIRECTIONAL SIGNS
- 3. ORIENTATION SIGNS
- 4. REGULATORY SIGNS
- 5. INFORMATIONAL SIGNS

IDENTIFICATION SIGNS

Identification signs are the backbone of the whole system, and the first impression. They are the visual markers that display the name and function of a space or place. Examples of this type of wayfinding sign would be a tall restaurant sign by the side of a highway, or a large building sign over the main entrance to an entertainment complex. They are functional, and mark the transition from one place to another, but can be used more subtly as well, to convey the personality and character of a place. Good examples of signs that convey a sense of personality would be those found at a theme park or zoo—bright, colorful, and with a sense of whimsy.



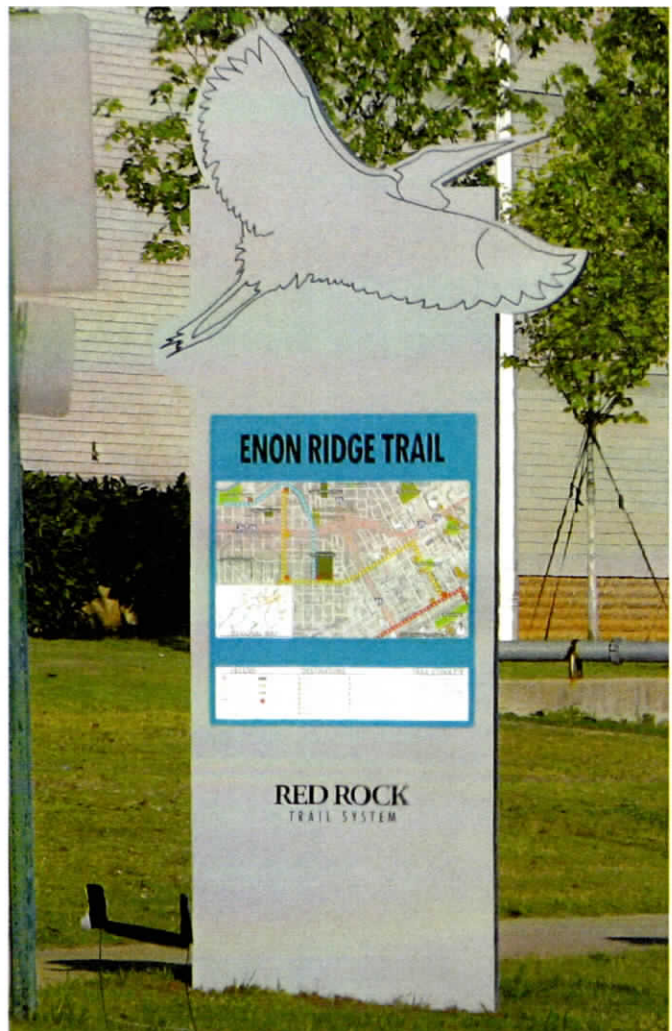
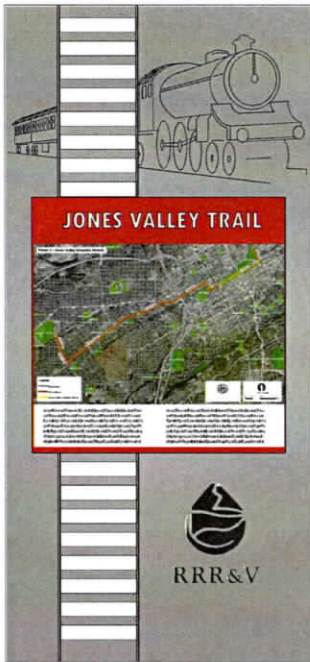
DIRECTIONAL SIGNS

Directional signs provide cues that visitors need in order to navigate a space once they are there. (Road signs are a specific type of directional sign.) While the design of directional signs should harmonize with the environment they are in, they also need to stand out enough to be easily recognizable. An example of directional signs would be the signs you look for as you enter a large hospital complex—signs that guide a visitor to a laboratory, a specialty care center housed in another building, or a specific patient room within a unit.



ORIENTATION SIGNS

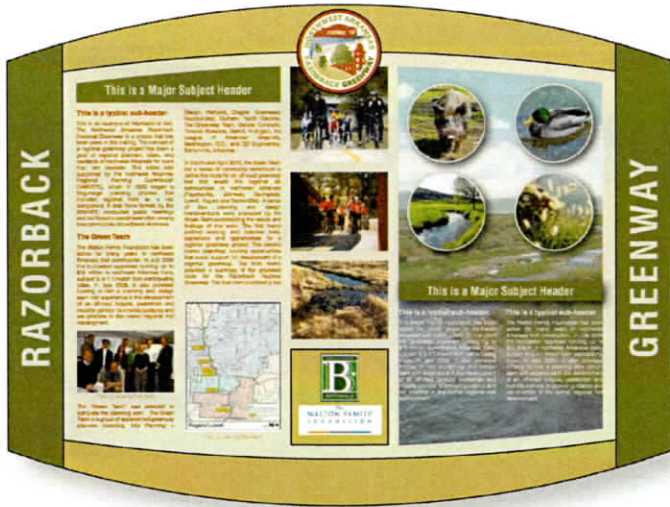
Orientation signs allow visitors to have a sense of where they are in relation to the entire space or place, such as directories and site maps. These signs are large, free-standing or wall-mounted units, and are often strategically located to stand out from their surroundings. Good examples of orientation signs would be large, free-standing directories typically found periodically throughout the common areas of a shopping mall or wall-mounted directories listing doctor's practices in a medical building—these signs should be well-designed in order to complement the rest of the signs in the wayfinding system, but need to hold to their own design standards so that all orientation signs look similar and can be identified by the visitors as such.



REGULATORY SIGNS

Regulatory signs provide rules and permissions on what can and can't be done in a space, place, or how to, and how not to use a space. These wayfinding signs might pertain to legal codes or space-specific rules. Good examples of these signs would be signs designating smoking areas or 'no smoking' signs, 'no swimming' signs at a fountain in a public park, or signs limiting access to 'employees only' beyond a certain point. These signs, while part of the wayfinding system, don't necessarily need to coordinate with the rest of the signs, and many are often ordered as stock or semi-stock signage.





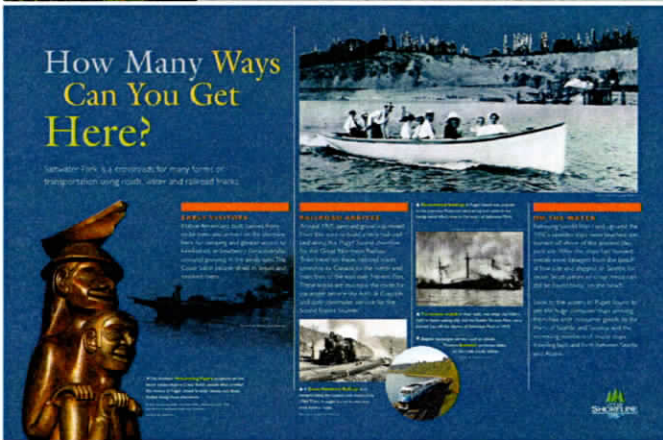
INFORMATIONAL SIGNS

These signs are often a kind of an identification sign but are used to tell a story; provide an educational history; or other information about a place, process, or other useful information. They are also called 'interpretive signs' in many cases.

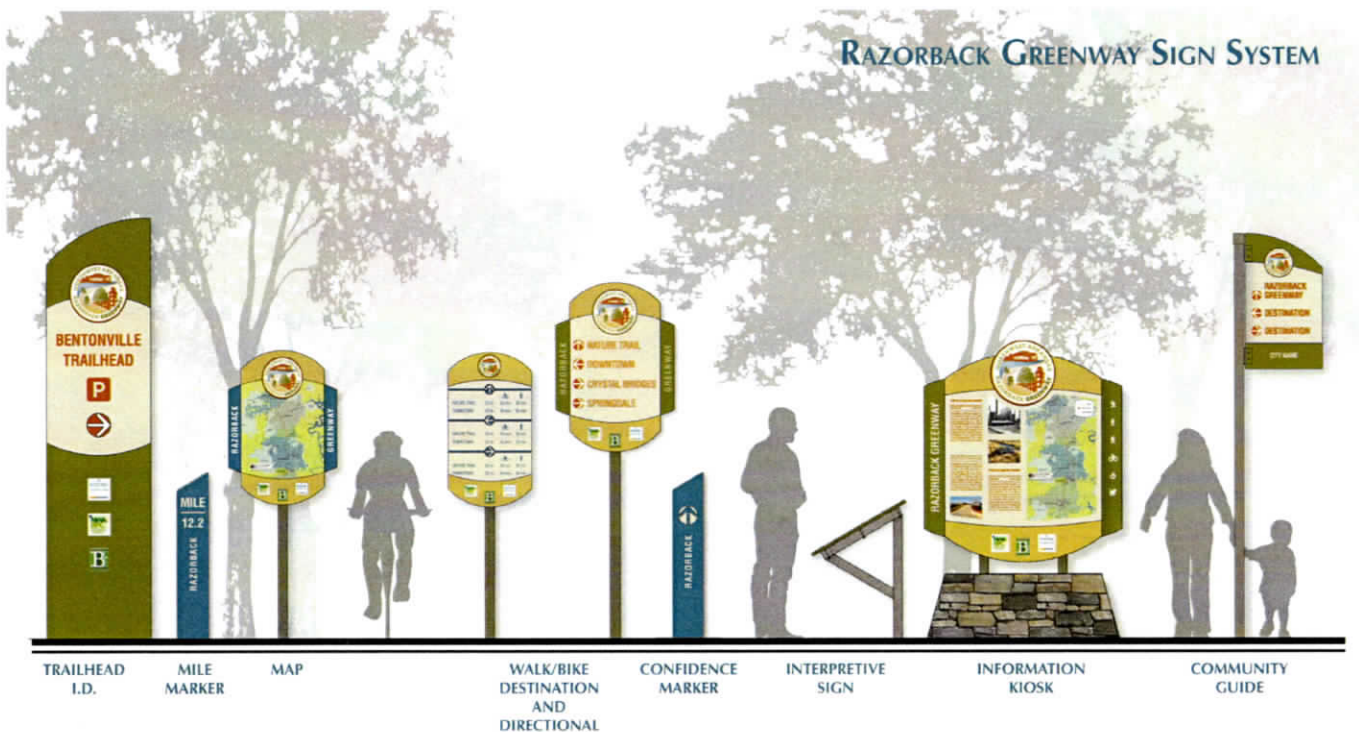
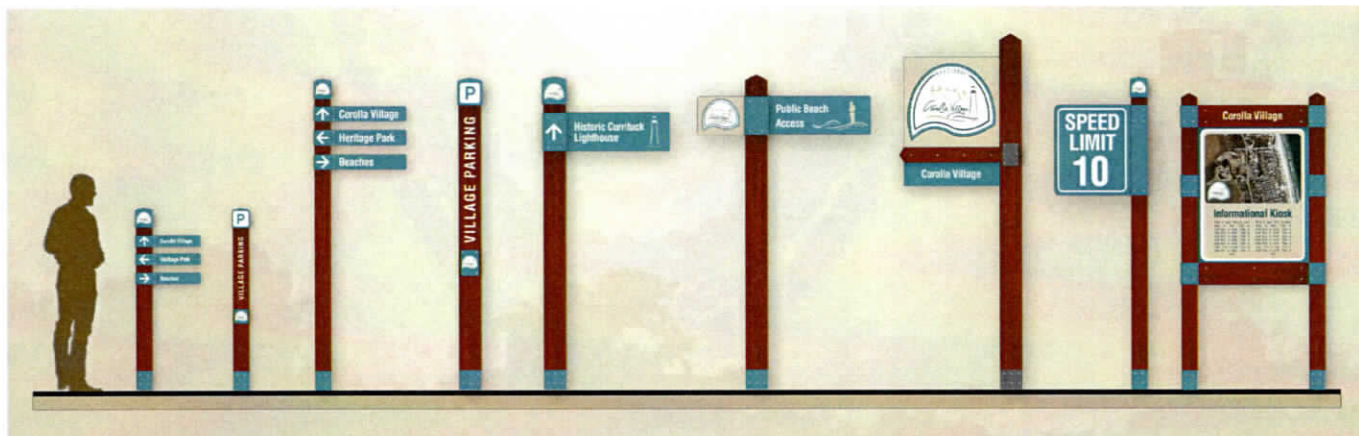
SIGNAGE FAMILIES

Together, all the major sign type can be referred to wayfinding signage families. Some examples of the various wayfinding signage types that would make up a family could be:

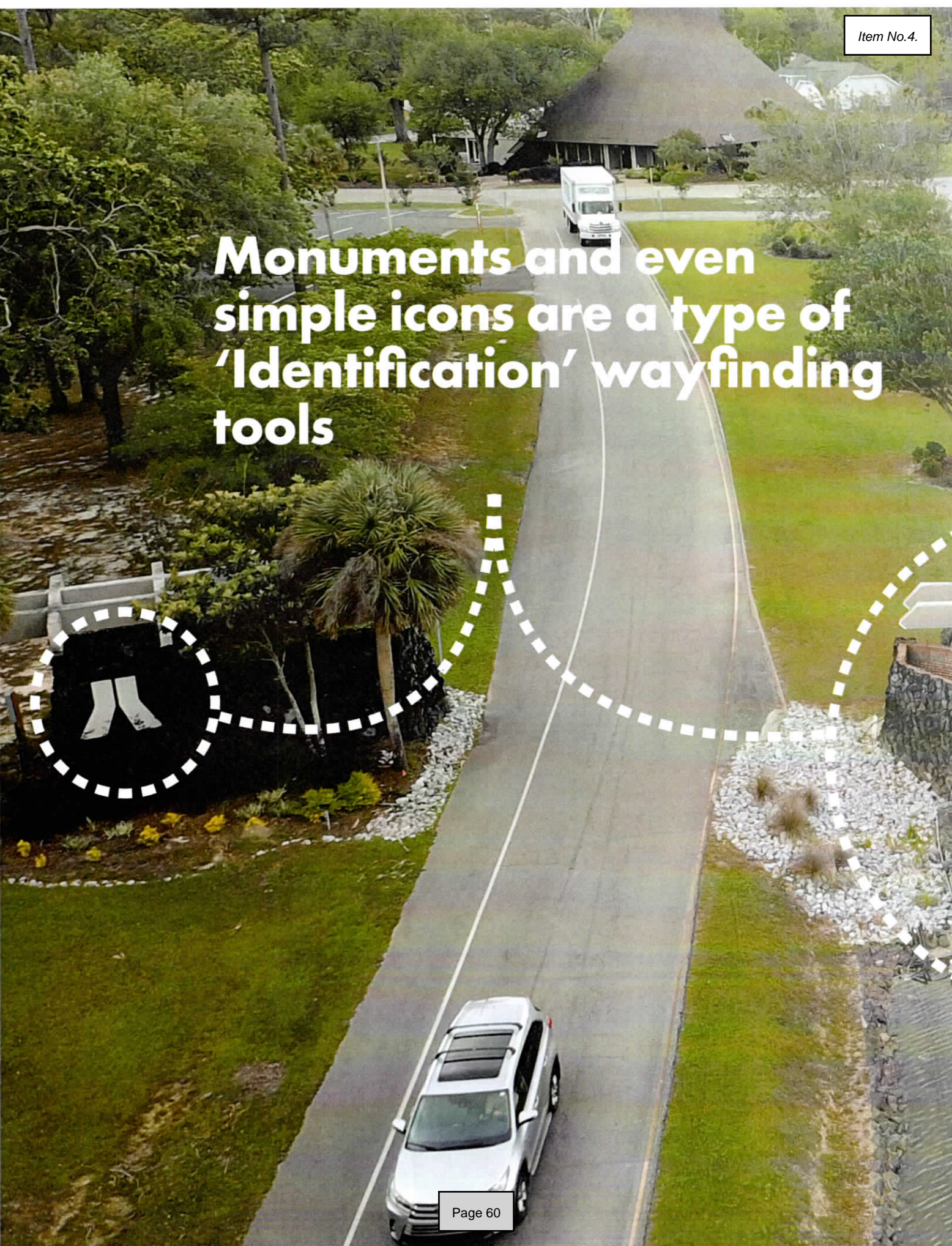
- › Gateway or Entrance Signage / Monuments
- › Directional Signage (including directional arrows, walking, biking, or driving distances)
- › Destination Markers or Signs
- › Informational Maps/Kiosks
- › Pavement Markings
- › Interpretive Signage
- › Confirmation Markers
- › Regulatory Signage
- › Light-post Banners or other Overhead Signage
- › District Signage
- › Trail Signage



Examples of wayfinding signage families



Monuments and even simple icons are a type of 'Identification' wayfinding tools



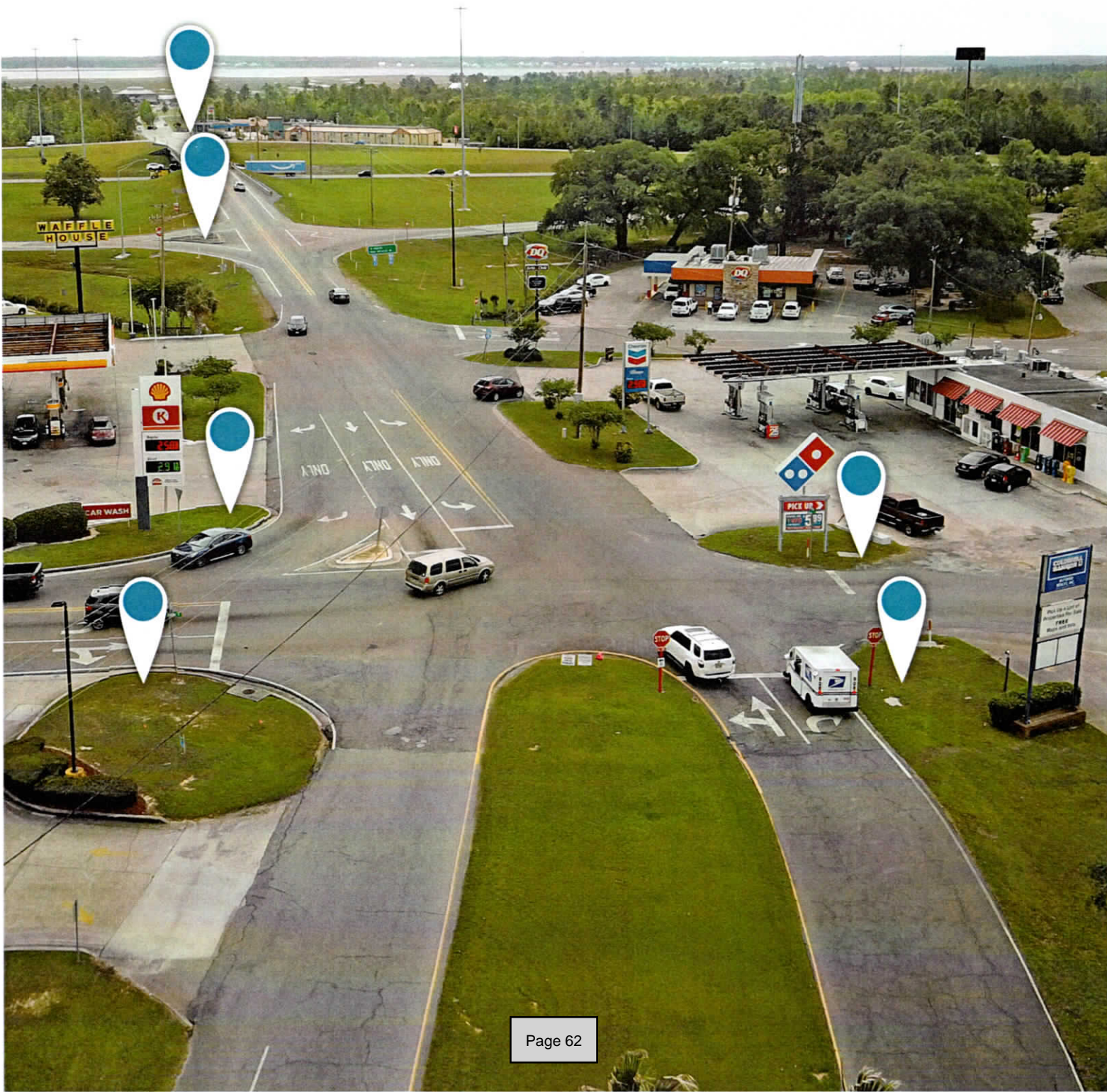
Project Understanding

Orion Planning + Design understands that the City of Diamondhead seeks to craft and implement a functional and integrated wayfinding system which markets Diamondhead and communicates that the City is unique, active, friendly and organized through helping visitors more easily find their way to intended and discovered destinations. The system will need to address the various modes of travel within Diamondhead that includes pedestrians, bicyclists, low-speed electric vehicles, and automobiles; people of all ages; and both visitors and residents and how they navigate to key destinations throughout the area.

PRELIMINARY GOALS FOR THE WAYFINDING PLAN ARE LIKELY TO INCLUDE:

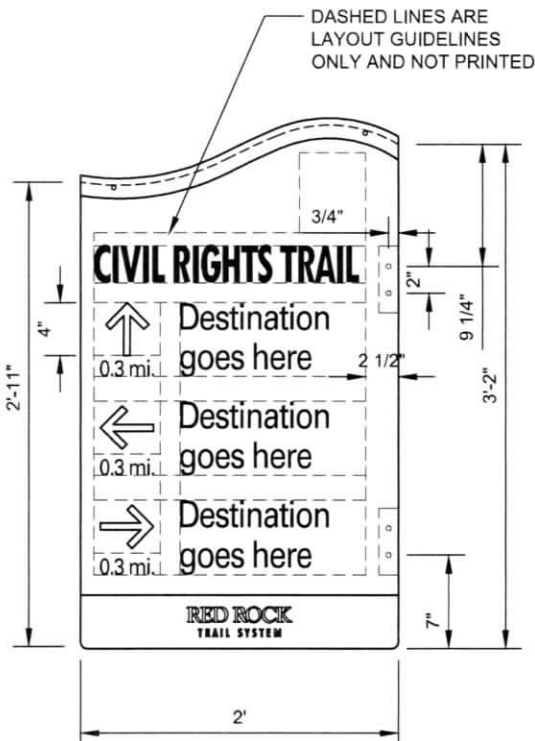
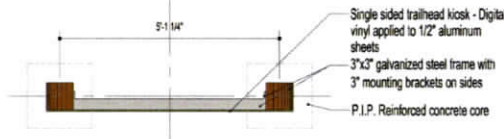
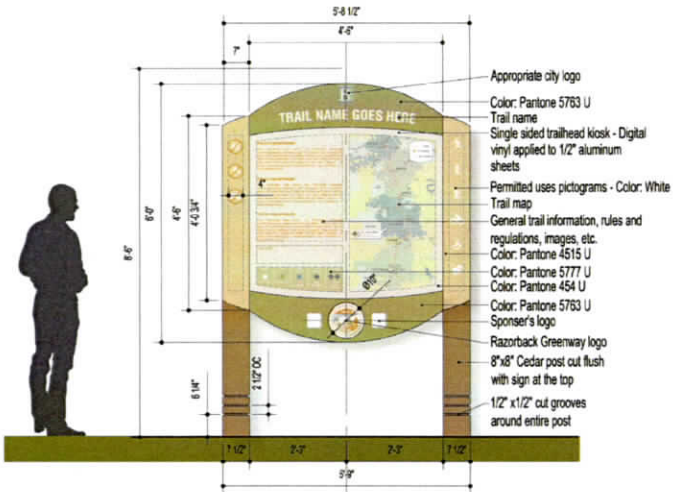
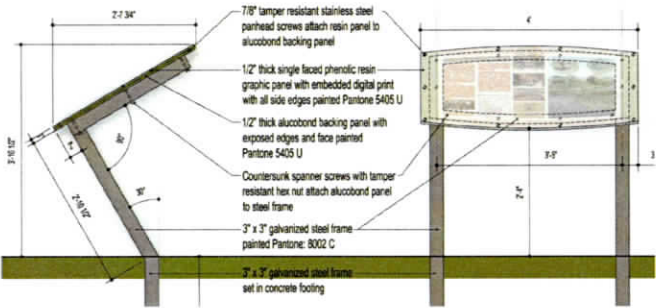
- › Help visitors navigate to their destinations as easily as possible.
- › Increase the functionality of wayfinding in and around Diamondhead.
- › Develop wayfinding solutions that assist in identifying neighborhoods, business districts, key regions, and destinations.
- › Create a wayfinding scheme that reinforces the community's brand and commitment to tourism, ecological living, creativity and innovation.
- › Develop an organized information hierarchy that can be strategically applied to the future wayfinding sign types.
- › Coordinate and build consensus with the stakeholders, approving agencies and community.
- › Develop detailed sign specifications and a strategic implementation plan that will provide a roadmap for the city's wayfinding for years to come.

Prime locations for wayfinding signage



Some key components of the final Wayfinding, Navigation, and Implementation Plan:

- › Existing conditions summary
- › Logo placement standards
- › Color palette
- › Font standards
- › Icon / Pictogram standards
- › Final signage family with types and dimension details for each
- › Signage locations by type and priority level
- › Design schedule
- › Material specifications
- › Sign schedule (by phase if desired)
- › Estimated cost for individual signs and plan-wide implementation
- › Recommended Phasing Strategy



Proposed work plan and fee

TASK	FEE
<p><u>1. PROJECT INITIATION</u></p> <ul style="list-style-type: none"> › Preliminary research, base information, and project coordination › Online Visioning Workshop: Orion & City brainstorming session to develop overall project goals, needs, and wants. In addition, we will develop initial inclusionary criteria for various uses to be included in the wayfinding program › Development of professional project website which can be used for project updates, central hub of information for the community; options for surveys and comments directly on the website; progress drawings and meeting summaries can be posted on the website; › Create a visual preference survey for online engagement › Project kickoff meeting with city staff and City Council via Zoom or other online meeting in order to introduce the project, the process, and the final deliverables 	<p><u>\$8,000</u></p>
<p><u>2. INVENTORY, ANALYSIS, AND ENGAGEMENT (TRIP #1 - 4 DAYS) 3 ORION MEMBERS</u></p> <ul style="list-style-type: none"> › Review existing signage and wayfinding network throughout the city › Conduct (2) public evening workshops for and public engagement covering the following: <ul style="list-style-type: none"> » Branding exercise » Key Destinations for inclusion in the wayfinding program » Bike, Pedestrian, Golf Cart, and Motor Vehicle routes throughout the city and between Key Destinations » Prioritizing Sign Types › (3) daytime open houses (drop-in format from 11-2pm) for stakeholders and general public to provide input or observe the process › Stakeholder meetings as needed › Provide online participation via surveys 	<p><u>\$18,000</u></p>
<p><u>3. INITIAL CONCEPTS</u></p> <ul style="list-style-type: none"> › Develop up to 4 conceptual wayfinding strategies / concepts › Summarize public input from Trip 1 › Utilize public input to develop draft destinations and routes to be included in the wayfinding system along with draft signtype placement › Post wayfinding strategies / concepts sign types to project website for public to choose their favorite option (not meant for general design critique but for the public to choose their preferred approach) › Present 4 concepts, draft destinations, signtype placement, and routes to city staff and/or City Council via Zoom or other online video application 	<p><u>\$12,000</u></p>
<p><u>4. CONCEPT AND PLAN DEVELOPMENT</u></p> <ul style="list-style-type: none"> › Revise / Finalize selected wayfinding family / strategy and resubmit for final approval › Development of technical specifications and drawings for all sign types › Finalize all wayfinding locations, signtype placements, and routes › Develop a prioritized implementation schedule › Develop 'message' schedule for signs › Draft master plan book › Get bids from up to 3 vendors for cost estimates for the production of the signs › Provide city with cost estimates 	<p><u>\$18,820</u></p>

TASK	FEE
<u>5. DRAFT MASTER PLAN (TRIP 2 - 1.5 DAYS)...2 ORION MEMBERS</u> <ul style="list-style-type: none"> › Conduct (1) daytime public drop-in session to review copies of the draft master plan › City to post draft to their website › Public comment period opens (only for destinations and routes) sign types finalized prior to master plan (changes to signs at this stage would result in additional fees) 	<u>\$4,200</u>
<u>6. FINAL MASTER PLAN (TRIP 3 - 1.5 DAYS) 1 ORION MEMBER</u> <ul style="list-style-type: none"> › Revise plans if instructed by city based on draft comments › Finalize master plan document › Present final Wayfinding Master plan to City Council › Provide high-resolution digital copy of the final Master plan to city along with GIS data of proposed sign types and placement locations 	<u>\$1,980</u>
<u>TOTAL PROJECT LABOR FEES</u>	<u>\$63,000</u>
+	
<u>TOTAL REIMBURSABLES</u>	<u>\$10,500</u>
<u>TOTAL PROJECT COSTS</u>	<u>\$73,500</u>

Additional options for consideration. (not included in above fee proposal)

- › Orion can inventory all existing signs within the city and document in GIS layers if the city would find it useful to have a digital inventory of all their existing signage infrastructure for insurance, maintenance, or other reasons (cost to be TBD)
- › Additional outreach components
 - » Add one more trip for 2 team members to come and conduct presentation and input workshop on the 4 wayfinding family concepts, their pro's and con's, and the proposed key destinations and phasing strategies (approximately \$8,000 in labor including expenses)
 - » Setup a booth at a community social or cultural event to promote the project and get in person input from some that might not be willing otherwise (cost to be TBD)

If you'd like to discuss any of these options, please let us know and we'll be glad to talk about the benefits of them with you.



MINUTES OF SPECIAL MEETING OF ELLIOTT HOMES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY

Be it resolved that **MY COTTAGE HOMES, LLC**, a Mississippi limited liability company, had a meeting of all of its members on the 10 day of November, 2020, in Gulfport, Mississippi, and after discussion and a unanimous vote the following resolution was adopted.

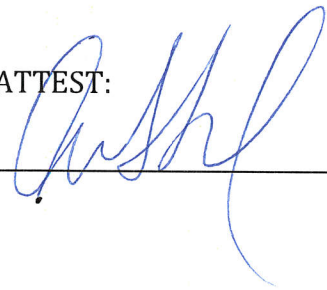
THAT **JOSH FLEMING** IS APPOINTED AS AGENT OF THE COMPANY AND IS HEREBY EMPOWERED TO ACT ON BEHALF OF THE COMPANY TO SIGN ANY AND ALL NECESSARY DOCUMENTS FOR THE COMPANY IN CONNECTION WITH THE EXECUTION OF REAL ESTATE CONTRACTS FOR THE PURCHASE AND SALE OF REAL PROPERTY AND TO SIGN ANY AND ALL NECESSARY DOCUMENTS FOR THE COMPANY IN CONNECTION WITH OBTAINING CONSTRUCTION DRAWS, INCLUDING BUT NOT LIMITED TO DRAW SHEETS AND AFFIDAVITS.

Resolved this the 10 day of November, 2020.

MY COTTAGE HOMES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY



BY: BRANDON ELLIOTT, SOLE MEMBER/MANAGING MEMBER

ATTEST: 



MINUTES OF SPECIAL MEETING OF ELLIOTT HOMES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY

Be it resolved that **ELLIOTT LAND DEVELOPMENTS, LLC**, a Mississippi limited liability company, had a meeting of all of its members on the 10 day of November, 2020, in Gulfport, Mississippi, and after discussion and a unanimous vote the following resolution was adopted.

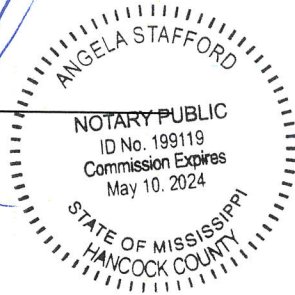
THAT **JOSH FLEMING** IS APPOINTED AS AGENT OF THE COMPANY AND IS HEREBY EMPOWERED TO ACT ON BEHALF OF THE COMPANY TO SIGN ANY AND ALL NECESSARY DOCUMENTS FOR THE COMPANY IN CONNECTION WITH THE EXECUTION OF REAL ESTATE CONTRACTS FOR THE PURCHASE AND SALE OF REAL PROPERTY AND TO SIGN ANY AND ALL NECESSARY DOCUMENTS FOR THE COMPANY IN CONNECTION WITH OBTAINING CONSTRUCTION DRAWS, INCLUDING BUT NOT LIMITED TO DRAW SHEETS AND AFFIDAVITS.

Resolved this the 10 day of November, 2020.

ELLIOTT LAND DEVELOPMENTS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY

BY: BRANDON ELLIOTT, SOLE MEMBER/MANAGING MEMBER

ATTEST:



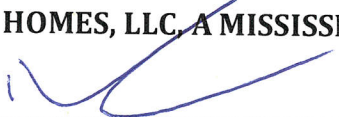
MINUTES OF SPECIAL MEETING OF ELLIOTT HOMES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY

Be it resolved that **ELLIOTT HOMES, LLC**, a Mississippi limited liability company, had a meeting of all of its members on the 10 day of November, 2020, in Gulfport, Mississippi, and after discussion and a unanimous vote the following resolution was adopted.

THAT **JOSH FLEMING** IS APPOINTED AS AGENT OF THE COMPANY AND IS HEREBY EMPOWERED TO ACT ON BEHALF OF THE COMPANY TO SIGN ANY AND ALL NECESSARY DOCUMENTS FOR THE COMPANY IN CONNECTION WITH THE EXECUTION OF REAL ESTATE CONTRACTS FOR THE PURCHASE AND SALE OF REAL PROPERTY AND TO SIGN ANY AND ALL NECESSARY DOCUMENTS FOR THE COMPANY IN CONNECTION WITH OBTAINING CONSTRUCTION DRAWS, INCLUDING BUT NOT LIMITED TO DRAW SHEETS AND AFFIDAVITS.

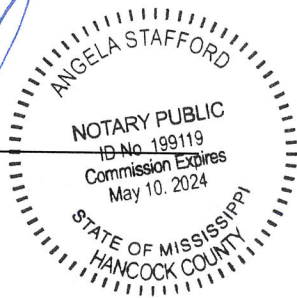
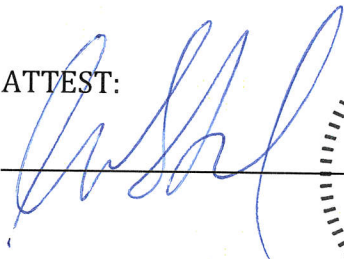
Resolved this the 10 day of November, 2020.

ELLIOTT HOMES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY



BY: BRANDON ELLIOTT, SOLE MEMBER/MANAGING MEMBER

ATTEST:



Resolution # 2021- 028
Agenda Items 2021-166

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FROM ELLIOTT HOMES LLC

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

- 1. The City is in need of acquiring certain real property for greenspace and drainage purposes that is currently owned by ELLIOTT HOMES LLC
- 2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
- 3. ELLIOTT HOMES LLC, has expressed a willingness to donate the property legally described in the Deed of Dedications and attached hereto as Exhibit “A” to this resolution
- 4. The City is willing to accept the donation of the aforementioned properties.

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

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

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

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
Mayor Depreo	—	—	—
Councilmember Moran	—	—	—
Councilmember Morgan	—	—	—
Councilmember Koenenn	—	—	—
Councilmember L’Ecuyer	—	—	—
Councilmember Finley	—	—	—

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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
LAW OFFICES OF DEREK R. CUSICK, PLLC
1325 25th Avenue
Post Office Box 4008
GULFPORT, MS 39502
(228) 896-8962

INDEXING INSTRUCTIONS: Lot 2, Block 4, Unit 7, Phase 2, Diamondhead
 Lot 1, Block 4, Unit 7, Phase 2, Diamondhead
 Lot 13, Block 2, Unit 11, Phase 2, Diamondhead

GRANTOR'S ADDRESS
ELLIOTT HOMES LLC
1402 PASS ROAD
GULFPORT, MS 39501
(228) 257-9914

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

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ___ day of _____, 2021, by and between ELLIOTT HOMES LLC, GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi ("City"), GRANTEE.

****WITNESSETH****

WHEREAS, ELLIOTT HOMES LLC wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

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

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

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, ELLIOTT HOMES LLC hereby dedicates, grants, conveys, covenants and agrees as follows:

DEDICATION OF THREE UNDEVELOPED LOTS

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

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

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

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

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

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

Legal Description of the Undeveloped Lots:

Lot 2, Block 4, Unit 7, Phase 2, Diamondhead, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, at Bay St. Louis, Mississippi.

Lot 1, Block 4, Unit 7, Phase 2, Diamondhead, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, at Bay St. Louis, Mississippi.

Lot 13, Block 2, Unit 11, Phase 2, Diamondhead, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, at Bay St. Louis, Mississippi.

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

EXECUTED, this the ____ day of _____, 2021.

GRANTOR:

ELLIOTT HOMES LLC

BY: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that he is _____ of ELLIOTT HOMES LLC, and that in said capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____
MAYOR

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

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

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2021.

NOTARY PUBLIC

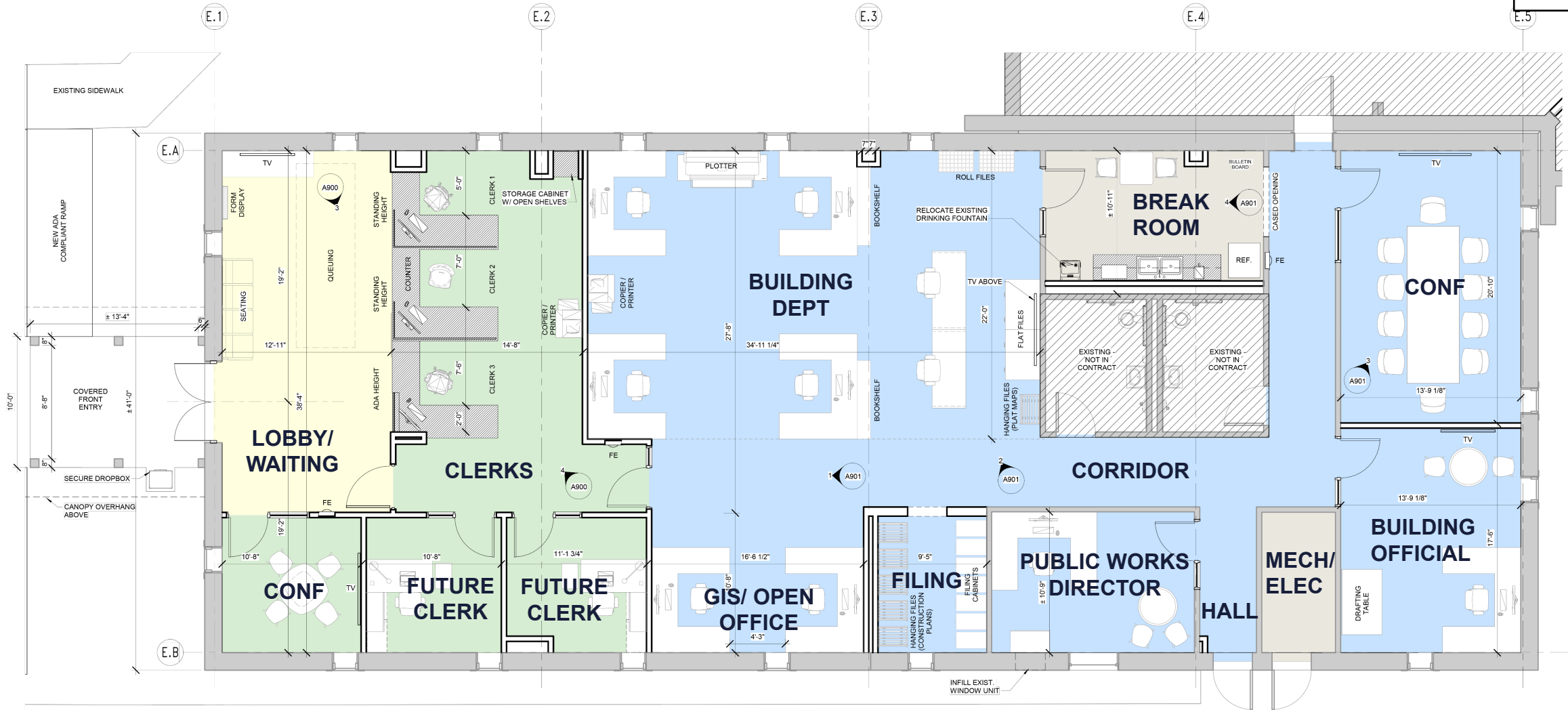
My Commission Expires:

DIAMONDHEAD CITY HALL

NORTH WING RENOVATION



NORTH WING



LEGEND	
 CLERK	 PUBLIC USE
 OFFICE	 SERVICE

GENERAL NOTES	
1.	FURNITURE AND TVS ARE NOT IN CONTRACT. LAYOUT SHOWN FOR REFERENCE ONLY.

FRONT ENTRY



PROPOSED FRONT ENTRY

EXISTING FRONT ENTRY

FRONT ENTRY



BASE BID FRONT ENTRY

ALTERNATE FRONT ENTRY



After hours dropbox

DROPBOX AT FRONT ENTRY

















SUMMARY OF WORK

FRONT ENTRY

- Reuse existing structure (repair as needed)
- New gutters
- Repaint trim

MECHANICAL/ HVAC

- Reuse existing air handlers and condensing units
- Install new ductwork

ELECTRICAL

- New electrical conduit, wiring, and outlets
- New data conduit, wiring, and outlets
- New drywall
 - In order to install new electrical and data outlet locations, it is most time and cost efficient to remove existing drywall

INTERIOR FINISHES

(Interior finishes shown in renderings are for reference only. Final finishes will be coordinated with the city.)

- New flooring
- New ceiling finishes
- New wall finishes

ALTERNATES

- Alternate 1 – Front entry stairs
- Alternate 2 – Gutters and downspouts along sides of roof eave

COST ESTIMATE

PROBABLE CONSTRUCTION COST **\$400,000 – \$450,000**

– INCLUDES BASE BID, TWO ALTERNATES (NEW ENTRY STAIRS AND GUTTERS/DOWNSPOUTS).

– BASED ON FOLLOWING ASSUMPTIONS.

- 1) PROCUREMENT LATE SUMMER 2021
- 2) PUBLIC BID
- 3) NO DAVIS BACON OR CERTIFIED PAYROLL REQUIREMENTS
- 4) DOES NOT INCLUDE EXTRAORDINARY CONSTRUCTION COST ESCALATION

DIAMONDHEAD CITY HALL

NORTH WING RENOVATION

SECTION 162. Weapons in the Workplace.

With the exception of Police Officers, who are required to carry weapons in order to perform their jobs, employees generally are not allowed to bring in or possess weapons in the workplace. Weapons may include firearms, knives, brass knuckles, martial arts equipment, clubs or bats, and explosives.

If you desire to carry a weapon, you must receive written authorization from the City Manager to do so, and must comply with all governing regulations and laws. You may be required to complete training courses, pass a safety test, and get a license in order to be authorized to carry a weapon.

Deleted: your job requires

SECTION 114. Compensatory Time/Overtime.

Non-Exempt Employees

Compensatory time is defined as time off granted in lieu of pay for hours worked in excess of the defined work period. Non-Exempt Employees will not be allowed to accumulate any compensatory time in excess of one (100) hundred hours. Overtime will be paid for comp time worked in excess of 100 hours. Compensatory may be used prior to use of any other category of leave.

Deleted: time must be exhausted

Non-exempt employees have a choice of receiving either comp time or overtime (See Appendix B); however, work in excess of 40 hours per defined week must be **pre-approved** by the Department Director or City Manager.

Compensatory time is accrued at a rate of one and one half (1.5) times your regular hourly rate.

Exempt Employees

Compensatory time is defined as time off granted in lieu of pay for hours worked in excess of the defined work period. Exempt employees will not be allowed to accumulate any compensatory time in excess of one (100) hundred hours. Hours worked in a work period in excess of 40 will be compensated with compensatory time accruals on a straight time basis (1:1). Compensatory time may be used prior to the use of any other category of leave.

Deleted: must be exhausted

In no case will an exempt employee be paid for compensatory time earned while in an Exempt status upon termination. Compensatory time balances will be eliminated upon separation.



May 10, 2021

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

Dear Councilmembers:

Re: Paving Phase 3 Re-bid

Sealed bids were received for the Phase 3 Paving re-bid. The engineer has reviewed the submittals and made a recommendation attached along with the certified bid tabulation.

I am recommending for your consideration to concur with the engineer's recommendation and to accept the and award the Phase 3 Paving Project re-bid to the lowest responsive bidder, Warren Paving, Inc. in the amount of \$439,578.20.

Thank you for your approval and consideration in this matter.

A handwritten signature in blue ink, appearing to read 'Michael Reso', is written over a light blue circular stamp.

Michael Reso
City Manager

MR:jk

May 5, 2021

Mr. Michael Reso
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: City of Diamondhead
Roadway Improvements – Phase 3 ReBid

Mr. Reso:

We have reviewed the bids received on May 5, 2021, for the above mentioned project. In total, four (4) bids were received and checked for errors. Any mathematical errors found were corrected on the Bid Tabulation.

We would like to note the following possible irregularities found on the Bid proposals:

1. The bid submitted by Land Shaper, Inc.; there was a mathematical error in Bid Item No.6 changing the bid item price from \$321,089.20 to \$321,104.84. The Bidder also made a mathematical error totaling the bid items. These two (2) errors resulted in a change in the total base bid amount from \$464,642.94 to \$464,658.58.
2. On page 3 of the Bid form submitted by Land Shaper, Inc. the listed Land Shaper, Inc. as the Manufacturer of ST Hot Mix asphalt. Per Section 02353-2.01 states "Hot mix asphalt pavement shall be manufactured by a producer/supplier on the MDOT Approved Materials List." Land Shaper, Inc. is not listed on the MDOT Approved Materials List for ST Hot Mix asphalt. Attached is a copy of the MDOT Approved Materials List for ST Hot Mix asphalt

The apparent responsive low bid was submitted by Warren Paving, Inc. with a total base bid of \$439,578.20. After reviewing the bid proposal submitted by Warren Paving, Inc., we found it to be in order. All items were submitted as specified, and all addendums were acknowledged.

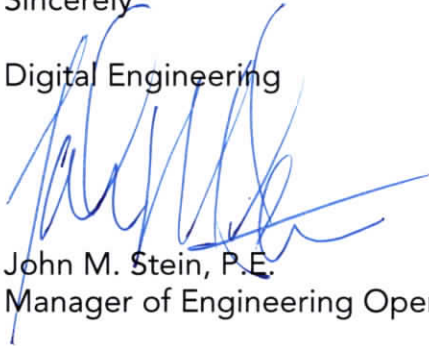
digital engineering

Mr. Reso
May 5, 2021
Page 2 of 2

We recommend award of the contract to Warren Paving, Inc., based on the approval of the City of Diamondhead. Should you have questions or need additional information, please contact our office.

Sincerely,

Digital Engineering



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

Attachments

BID TABULATION
 City of Diamondhead Roadway Improvements Ph. 3 Rebid
 Bid Date: May 5, 2021, 10:00 a.m.

Certificate of Responsibility No.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	Warren Paving P.O. Box 2545 Gulfport, MS 39505 02932-SC		Land Shaper Inc. 10217 Three Rivers Rd. Gulfport, MS 39501 05188-MC		Huey P. Stockstill, LLC P.O. Box 758 Picayune, MS 39466 21258-MC		Barriere Construction 407 C.C. Road Franklinton, LA 70438 06028-MC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$36,300.00	\$36,300.00	\$32,400.00	\$32,400.00	\$39,500.00	\$39,500.00
2	PRE-CONSTRUCTION VIDEO	LS	1	\$500.00	\$500.00	\$2,875.00	\$2,875.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
3	CONSTRUCTION LAYOUT	LS	1	\$300.00	\$300.00	\$1,725.00	\$1,725.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
4	MAINTENANCE OF TRAFFIC	LS	1	\$15,000.00	\$15,000.00	\$4,830.00	\$4,830.00	\$500.00	\$500.00	\$11,500.00	\$11,500.00
5	CLEAN-UP, DRESSING & SODDING	LS	1	\$2,000.00	\$2,000.00	\$14,950.00	\$14,950.00	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00
6	ASPHALTIC CONCRETE PAVEMENT, 1-1/2" OVERLAY	SY	41,062	\$8.10	\$332,602.20	\$7.82	\$321,104.84	\$9.50	\$390,089.00	\$11.00	\$451,682.00
7	COLD PLANING/DISPOSAL OF ASPHALTIC CONCRETE PAVEMENT	SY	8,982	\$4.50	\$40,419.00	\$3.45	\$30,987.90	\$3.00	\$26,946.00	\$4.00	\$35,928.00
8	FULL DEPTH PATCH	SY	215	\$85.00	\$18,275.00	\$172.00	\$36,980.00	\$170.00	\$36,550.00	\$100.00	\$21,500.00
9	APSHALTIC CONCRETE LEVELING COURSE, 0" - 1 1/2"	SY	677	\$12.00	\$8,124.00	\$7.82	\$5,294.14	\$9.00	\$6,093.00	\$11.00	\$7,447.00
10	PLASTIC PVM/T STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL/STOP BAR)	LF	384	\$12.00	\$4,608.00	\$13.80	\$5,299.20	\$15.00	\$5,760.00	\$12.75	\$4,896.00
11	REMOVE UNSUITABLE MATERIAL & REPLACE WITH SELECT GRANULAR BACKFILL (FOR ROADWAY & DRAINAGE STRUCTURES) FM, AH, CONTRACTOR FURNISHED	CY	50	\$55.00	\$2,750.00	\$86.25	\$4,312.50	\$100.00	\$5,000.00	\$65.00	\$3,250.00
TOTAL BASE BID UNIT PRICE SUM				\$439,578.20	\$2,750.00	\$464,658.58	\$4,312.50	\$509,338.00	\$5,000.00	\$599,703.00	\$3,250.00

* Mathematical errors have been corrected

THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

John M. Stein, P.E.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Producer/Supplier Materials Report

Printed: 5/5/2021 10:59:21 AM

Item No. 8.

MM Producer/Supplier Materials

Material Name	Matl. Cd.	Material Category	Producer/Supplier	Producer/Supplier Type	Eff. Dt.	Exp. Dt.	Remarks
ST 9.5 MM	040100016	BITUMINOUS DESIGN	ADCAMP, INC. (FLOWOOD, MS)	HOT MIX ASPHALT PLANT	20100101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC MISSISSIPPI INC. (BONDS TUPELO)	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., BOONEVILLE (PREV W.G CONST	HOT MIX ASPHALT PLANT	20050627	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., CANTON	HOT MIX ASPHALT PLANT	20050101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., COLUMBUS	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., CORINTH	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., GREENVILLE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., GREENWOOD	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., GUNTOWN	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., HAMILTON	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., JACKSON	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., MERIDIAN	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., NEW ALBANY	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., SHANNON (PREV W.G. CONST)	HOT MIX ASPHALT PLANT	20180823	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., VICKSBURG	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-MISSISSIPPI, INC., YAZOO CITY	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	APAC-TENNESSEE, INC., MEMPHIS	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	BARBER CONSTRUCTION CO. INC.	MANUFACTURER	20170301	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DICKERSON & BOWEN CONSTRUCTION CO., BROOKHAVEN	Aggregate Plant	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DICKERSON & BOWEN CONSTRUCTION CO. CARTHAGE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DICKERSON & BOWEN CONSTRUCTION CO., JACKSON	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DICKERSON & BOWEN CONSTRUCTION CO., MCCOMB #1	HOT MIX ASPHALT PLANT	20000101	20491231	N/A

Item No.8.	al Name	Matl. Cd.	Material Category	Producer/Supplier	Producer/Supplier Type	Eff. Dt.	Exp. Dt.	Remarks
	MM	040100016	BITUMINOUS DESIGN	DICKERSON & BOWEN CONSTRUCTION CO., MCOMB #2	HOT MIX ASPHALT PLANT	20110101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DUNN ROADBUILDERS, COLUMBIA	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DUNN ROADBUILDERS, LAUREL	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	DUNN ROADBUILDERS, PETAL	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	Huey P. Stockstill, LLC (06-55-72) Pine Grove	Aggregate Plant	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	HUEY STOCKSTILL INC., GULFPORT	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	HUEY STOCKSTILL LLC - PICAYUNE, MS - HMA	HOT MIX ASPHALT PLANT	20171206	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	LEHMAN-ROBERTS CO., BATESVILLE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	LEHMAN-ROBERTS CO., BYHALIA, MS	HOT MIX ASPHALT PLANT	20110101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	LEHMAN-ROBERTS CO., LOVE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	LEHMAN-ROBERTS CO., MEMPHIS-CARRIER ROAD	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	LEHMAN-ROBERTS CO., WINONA	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	LEHMAN-ROBERTS CO., OXFORD	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	MALETTE BROTHERS CONSTRUCTION CO. INC., GAUTIER	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	MOBILE ASPHALT CO., MOBILE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	PANDE, INC., PASCAGOULA	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	STANDARD CONSTRUCTION, MEMPHIS/COLLIERVILLE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A	
ST 9.5 MM	040100016	BITUMINOUS DESIGN	SUPERIOR ASPHALT (CLAY STREET), JACKSON	HOT MIX ASPHALT PLANT	20171101	20491231	N/A	
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ST 9.5 MM	040100016	BITUMINOUS DESIGN	THE BLAIN COMPANIES(05-25-XX)	HOT MIX ASPHALT PLANT	20171107	20491231	N/A	

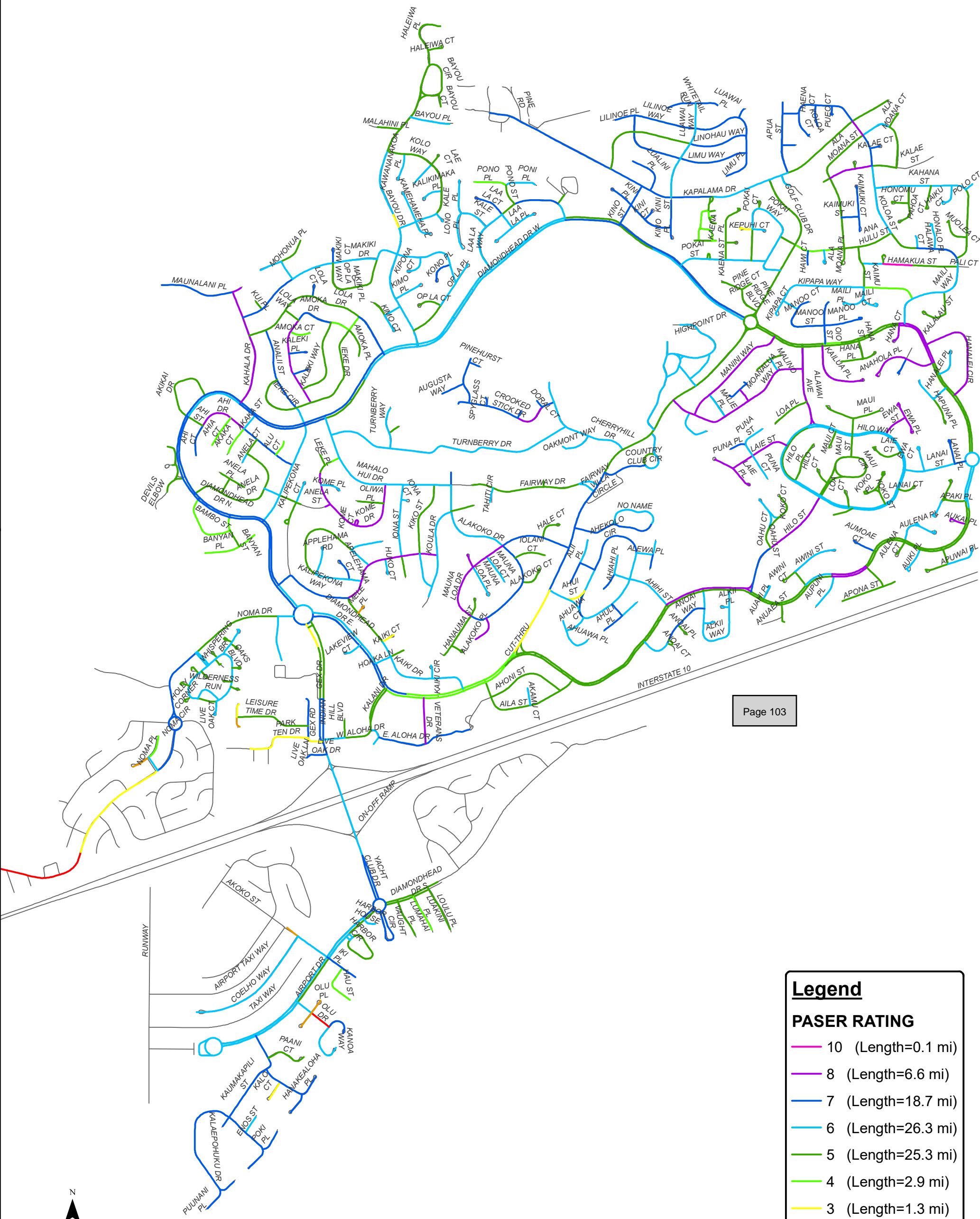
Item No.8.	Matl. Cd.	Material Category	Producer/Supplier	Producer/Supplier Type	Eff. Dt.	Exp. Dt.	Remarks
MM	040100016	BITUMINOUS DESIGN	THE BLAIN COMPANIES, CRYSTAL SPRINGS	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	THE BLAIN COMPANIES, MORTON	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	THE BLAIN COMPANIES, MT. OLIVE	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	THE BLAIN COMPANIES, NATCHEZ	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	THE BLAIN COMPANIES, WYNDALE	HOT MIX ASPHALT PLANT	20200103	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	WARREN PAVING INC., GULFPORT	HOT MIX ASPHALT PLANT	20000101	20491231	N/A
ST 9.5 MM	040100016	BITUMINOUS DESIGN	WARREN PAVING INC., HATTIESBURG	HOT MIX ASPHALT PLANT	20000101	20491231	N/A

ROADWAY IMPROVEMENTS - PHASE 1, 2 & 3 AND PASER RATINGS

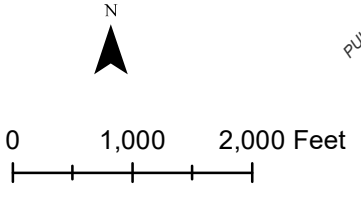


Legend	
ROAD PAVING	PASER RATING
Phase 1 (2020)	10
Phase 2 (2020)	8
Phase 3 (2021)	7
	6
	5
	4
	3
	2
	1

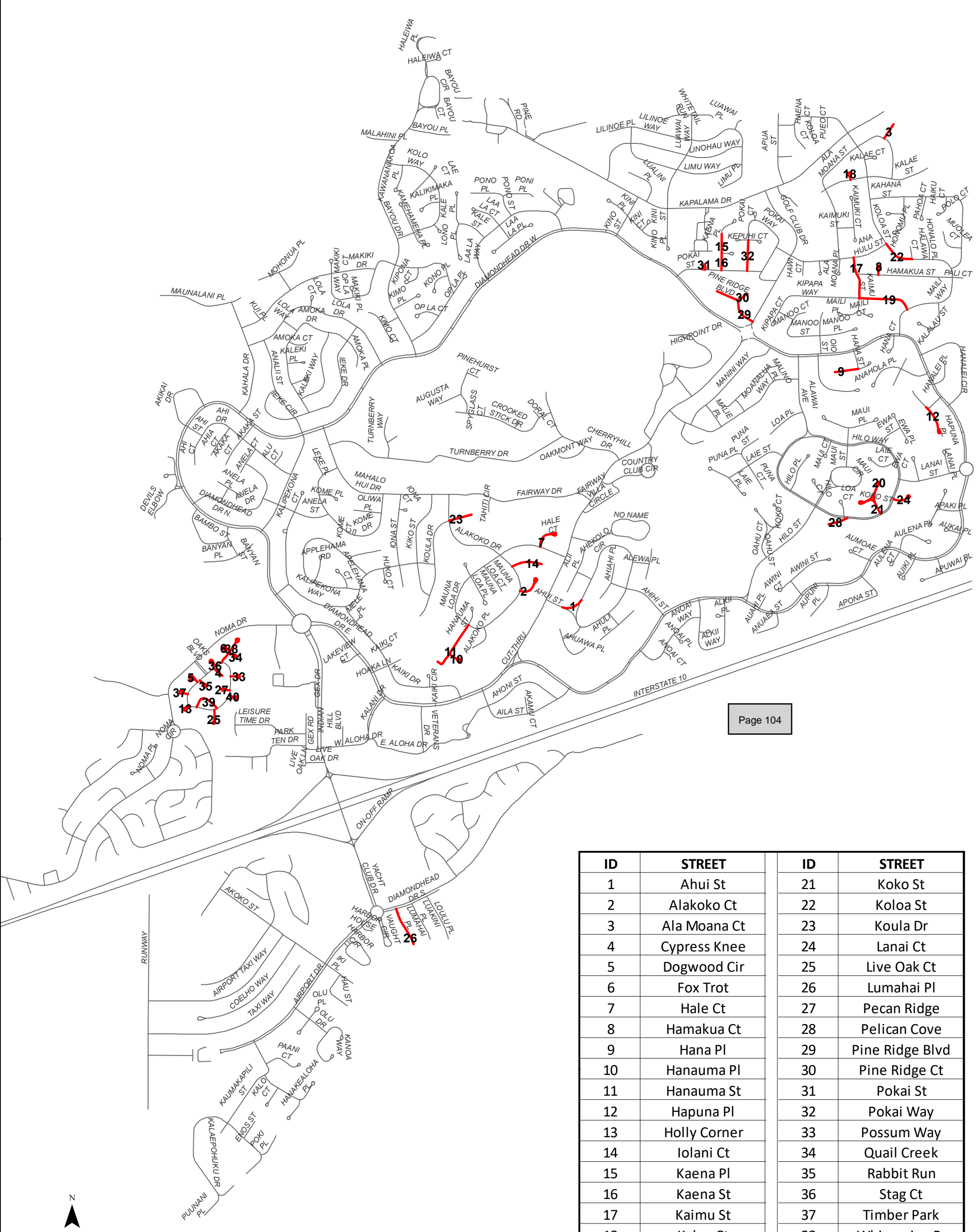
2018 PASER RATINGS



Legend	
PASER RATING	
—	10 (Length=0.1 mi)
—	8 (Length=6.6 mi)
—	7 (Length=18.7 mi)
—	6 (Length=26.3 mi)
—	5 (Length=25.3 mi)
—	4 (Length=2.9 mi)
—	3 (Length=1.3 mi)
—	2 (Length=0.3 mi)
—	1 (Length=0.4 mi)



ROADWAY IMPROVEMENTS - PHASE 3 (2021)



ID	STREET	ID	STREET
1	Ahui St	21	Koko St
2	Alakoko Ct	22	Koloa St
3	Ala Moana Ct	23	Koula Dr
4	Cypress Knee	24	Lanai Ct
5	Dogwood Cir	25	Live Oak Ct
6	Fox Trot	26	Lumahai Pl
7	Hale Ct	27	Pecan Ridge
8	Hamakua Ct	28	Pelican Cove
9	Hana Pl	29	Pine Ridge Blvd
10	Hanauma Pl	30	Pine Ridge Ct
11	Hanauma St	31	Pokai St
12	Hapuna Pl	32	Pokai Way
13	Holly Corner	33	Possum Way
14	Iolani Ct	34	Quail Creek
15	Kaena Pl	35	Rabbit Run
16	Kaena St	36	Stag Ct
17	Kaimu St	37	Timber Park
18	Kalae Ct	38	Whispering Br
19	Kipapa Way	39	Wilderness Run
20	Koko Pl	40	Woodcock Cir



2021-152 Item No.9.

May 10, 2021

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


Dear Councilmembers:

Re: Pre-positioned Debris Removal Monitor Contract

Approval is hereby requested to advertise for Request for Qualifications for a Debris Removal Monitor contract. The intent of this contract is to have the debris removal monitoring services in-place and ready to begin operations should debris removal become necessary.

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

Sincerely,



Michael Reso
City Manager

MR:jk



City of Diamondhead, Mississippi

Request for Proposals (RFP) # 21-100

for

Disaster Debris Monitoring and Management Services

Publication Dates:

PUBLICATION – [Insert Date]

PUBLICATION – [Insert Date]

Responses Due: JUNE 20, 2021 @ 3:00 PM Central

City of Diamondhead, Mississippi

5000 Diamondhead Circle

Diamondhead, MS 39525

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Section 1.0 – Introduction

1.1 Overview

The City of Diamondhead (City) is a coastal community in southern Mississippi located on the northern edge of Bay St. Louis. Originally founded as an unincorporated community in Hancock County, the City was incorporated in 2012. The City is vulnerable to coastal events and desires to secure services to support recovery efforts on an as-needed basis.

The City invites qualified contractors (Contractor) to respond to this Request for Proposals (RFP) to provide Disaster Debris Monitoring and Management Services. The City desires to enter into an agreement with a qualified, responsive firm, price and other factors to be considered, that represents the best overall value to the City.

Services contemplated include:

- Debris Monitoring Services
- Payment Reconciliation and Reimbursement Support
- Claims Resolutions

The Contractor will be required to provide on-call support to the City in response to disaster events. Contractor must be knowledgeable of Federal Emergency Management Agency (FEMA) and any other governmental agency’s regulations and guidelines pertinent to post-disaster recovery, debris monitoring, and Stafford Act Public Assistance claims.

1.2 Minimum Qualifications

Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Contractor must obtain a license or be currently licensed to do business in the State of Mississippi.
- Demonstrated knowledge and experience with FEMA requirements relating to debris removal.
- Demonstrated minimum five (5) years’ experience in debris monitoring and post-disaster recovery activities.
- Contractor must be able to provide at least three (3) references for municipal projects of similar scope and services.
- Demonstrated ability to provide an Automated Debris Management System (ADMS) to capture debris removal and disposal efforts.
- Contractor must maintain minimum insurance requirements.

1.3 Schedule

While it is the City’s intent to strictly adhere to the following schedule, modifications may be required. Adjustments will be communicated in an addendum if necessary. All times listed below are in Central Time (CT).

Task	Date	Time
Public Advertisement	May 20, 2020	12:00 PM
Question Deadline	June 1, 2020	9:00 AM
Proposal Submission Deadline	June 20, 2020	12:00 PM

1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP number (RFP # xx-xxx) in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this RFP, Contractors are encouraged to submit a request of inclusion on the interested parties list.

[Block for POC]

Name:

Title:

Email:

1.5 Contract Term and Renewal

It is the intent of the City to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2), one (1) year renewals. Maximum contract term will be five (5) years (60 months). Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus amendments. Contracts with active task orders may be extended beyond the 60-month term to allow for the completion of designated tasks.

1.6 Right of Assignment

For the term of the contract, and any mutually agreed extensions pursuant to this RFP, the Contractor permits the City to authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The City reserves the right to ensure all City needs are satisfied before extending use of the contract to other agencies.

1.7 Irrevocable Offer

Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of ninety (90) days from date of submission deadline. This period may be extended by the City as necessary to facilitate contract award. Contractors may submit a written request to withdrawal their proposals prior to the submission deadline or after the ninety (90) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

1.8 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

1.9 Disadvantaged and Small Business Enterprises

The City is committed to fostering the continued development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged.

1.10 Provisions for Federally Assisted Projects

FEMA and other Federal agencies provide disaster-related assistance through various financial assistance programs. These programs generally require compliance with one or more applicable laws including laws that govern procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

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Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the City.

2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

2.2 Addenda

If the City finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda on the included addenda acknowledgement form.

2.3 Reserved Rights

The City reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived in the best interest of the City. The City reserves the right to waive technicalities or request additional information or clarification from Contractors. The City reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the City.

This RFP does not constitute a guarantee from the City.

2.4 Contract

It is the intent of the City to award a contract to the Contractor that is deemed responsive and best serves the interest of the City. A sample contract has been included as a supplement to this RFP. Contractors must be willing to accept the terms and conditions contained within. Contractors are not permitted to modify terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

2.5 Evaluation Criteria

Contractors will be evaluated by a review panel and scored against weighted criterion. Contractors will be evaluated on their past project experience, assigned project personnel, their demonstrated understanding of the project scope of services to include providing an ADMS, references, and the costs associated with their proposed effort. The table below provides factors for each of the scoring criteria:

Criteria	Weight
Firm Qualifications and References	25
Past Project Experience	15
Key Personnel	10
Project Understanding and Approach	20
ADMS	15
Cost Proposal	15
TOTAL	100

2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause proposals to be deemed nonresponsive.

- **Quantity** – Contractor must submit via email one (1) digital proposal. Proposals must be emailed to the City’s POC identified in section 1.4. Emails must be received with a time/date stamp prior to the deadline.
- **Page Limits** – Contractor proposals are limited to no more than seventy-five (75) pages excluding the required forms. Each sections’ page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½” by 11” piece of paper with text on one side. All body text must be in a font size no smaller than 10.

2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor proposals are solely those of the Contractor. The City will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the City bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease review and evaluation consistency. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary/Letter** – Provide a brief introduction to the Contractor, a summary of their proposal, and the Contractor’s primary point of contact and authorized signatory. (2-page limit)

- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (1-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. Include the name of the client, contact information, contract term and value, services provided, and the amount of debris monitored. (10-page limit)
- **Section 2. Past Project Experience** – Provide a detailed summary of similar projects performed in the past five (5) years. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (10-page limit)
- **Section 3. Key Personnel** – Provide an organization chart and brief one (1) page resumes for all key project personnel. This should include at a minimum the Reimbursement Specialist, Project Manager, Operations Manager(s), and Data Manager. (20-page limit)
- **Section 4. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor’s means and methods for providing these services. (20-page limit)
- **Section 5. Automated Debris Management System (ADMS)** – Provide a comprehensive overview of the Contractor’s proposed ADMS that will be utilized for tracking debris collection and disposal operations. (10-page limit)
- **Section 6. Cost Proposal** – Complete fee schedule. If additional roles/rates are included Contractor must provide a description of the roles responsibilities. (2-page limit)
- **Section 7. Required Forms** – Complete and include each of the required forms:

Byrd Anti-Lobbying Amendment Certification
 Drug Free Workplace Certification
 Equal Employment Opportunity Certification
 Non-Collusion Oath
 Good Faith Affidavit

2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

Section 3.0 – Scope of Services

The purpose of this RFP is to engage a Contractor to provide Disaster Debris Monitoring and Management Services on an as-needed basis resulting from all-hazards. The scope of services is not specific to Federally declared disasters and may be utilized to support the City's efforts in response to local or regional events that may not meet Federal funding thresholds.

3.1 General

Contractor shall provide disaster management, debris monitoring, and program support services in order to assist the City with disaster recovery operations, including monitoring the operations of the disaster debris removal and disposal company, and applicable reimbursement services for eligible projects. The City shall appoint a Recovery Manager to work directly with the debris removal company and the Contractor. The City and/or its debris removal and disposal company shall provide debris management site(s) (DMS) for temporary storage and processing of disaster-generated debris.

The Contractor is knowledgeable in FEMA, and other agencies regulations, guidelines and operating policies that govern the work required. The Contractor shall support the City during a disaster recovery effort and shall be responsible for all aspects of the debris monitoring process. The Contractor shall coordinate with the disaster debris removal company and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal that conforms to federal guidelines.

3.2 Contractor Personnel

All Contractor personnel shall at a minimum have an accredited high school diploma or GED and have proficient communication skills to include legible handwriting. Contractor personnel are also required to have a valid driver's license if operating a vehicle and wear appropriate work attire while engaged on the project. Contractors must provide adequate job-specific training to ensure field personnel are proficient and capable of performing their assigned duties. Contractor personnel must be certified to work on the project and provided with a verifiable form of Contractor identification.

3.3 Planning

Planning meetings are intended to establish operating procedures and to review applicable policies. Planning might require the identification of DMS locations, and priority collection areas.

Contractor will be required to provide a list of key personnel and subcontractors that may be involved in the project to include names, titles, phone numbers, and email addresses.

3.4 Response Requirements

Contractor must be prepared to provide a management team in response to City needs within twenty-four (24) hours of request. City will issue a notice to proceed in concert with a task order

for required services. The City expects the Contractor to be fully mobilized to facilitate all project tasks within seventy-two (72) hours of operation commencement.

3.5 Debris Surveys and Damage Evaluations

Contractor may be required to assist the City evaluate debris generated by a disaster event. This includes debris by type, general quantities, and locations. Evaluations should be supported by GIS and other digital platforms and organized in a format applicable to FEMA Preliminary Damage Assessments (PDA).

3.6 Project Management and Administration

The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the City. The Project Manager shall remain local and available to the City during the operational phases of the debris collection and disposal project. Contractor shall supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris and trees to be removed from rights of way, at loading sites, debris management sites and/or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the City Recovery Manager for conduct or actions not in keeping with the Agreement.

The Contractor must operate and document the work performed in a manner consistent with federal reimbursement policies, especially FEMA.

Project Management and Administration responsibilities include:

- Train and supervise field monitoring staff.
- Coordinate daily briefings or meetings to provide project status updates and to formulate or modify debris removal strategies.
- Coordinate daily scheduling of field staff and resource logistics.
- Conduct debris surveys and develop debris estimates.
- Provide training to MUNICIPALITY staff in essential debris management and collection functions.
- Manage citizen complaints/concerns related to debris removal activities to include complaint resolution.
- Prepare and issue daily progress reports.
- Prepare and issue special reports as required by the City.
- Provide permitting and environmental support to ensure DMS locations and debris removal activities comply with applicable environmental regulations.
- Develop forms, databases, etc. for tracking field activities in a format consistent with federal policies.
- Implement a Quality Control (QC) program to ensure project documentation and data is accurate and complete, and stored in a secure manner that will be accessible to the City as required.
- Ensure the debris removal company is operating in compliance with their agreement with the City.
-

3.7 Debris Collection Monitoring

To maximize potential reimbursement opportunities, the Contractor shall monitor all debris removal activities and document the work as it is performed. Debris monitors must be able to document work performed in eligible rights-of-way, and other areas designated by the City's Recovery Manager.

The Contractor shall provide one (1) debris monitor for each field collection crew and debris management site or final disposal location, and one supervisor for every eight (8) monitors unless otherwise approved by the City. Monitoring personnel are responsible for ensuring compliance with debris removal requirements and documenting the work as it is performed.

Debris Collection Monitor responsibilities include:

- Identifying eligible loose debris, stumps, hazardous trees, and limbs for removal.
- Verifying all debris removed is a direct result of the applicable disaster and removed from authorized locations.
- Ensuring that debris removal crews are working within their assigned areas and within the City's jurisdiction.
- Documenting debris loads and tree removal activities performed by the debris removal company to include GPS coordinates, photographs, crew identification, date and time.
- Make all reasonable efforts to ensure the debris removal company is working in compliance with their contract and applicable environmental regulations.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

3.8 Disposal Site Monitoring

Contractor should prepare disposal site reports for each temporary disposal facility to include soil sampling pre- and post-use if requested. Contractor should document the condition of each DMS prior to use by the debris removal company. Pre-use site documentation will be utilized to ensure each site is returned to pre-use conditions upon completion of operations. The debris removal company will be responsible for applicable remedies.

DMS and Final Disposal Site monitors are required at material receiving facilities to verify receipt of collected materials. Contractors should be prepared to provide disposal site monitors twenty-four (24) hours per day, seven (7) days per week if necessary. Each receiving facility is required to have at least one (1) monitor present during operating hours and two (2) monitors are preferred during congested operating windows to minimize delays.

Disposal Site Monitor responsibilities include:

- Verify the receipt of debris at respective receiving facilities.
- Observe the offloading of debris.
- Coordinate with debris removal company to ensure efficient flow of traffic at the receiving facility.

- Document materials received to include debris type, quantity, time and location of receipt, and crew responsible.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Reconcile daily debris quantities received at each disposal site to include number of load tickets, debris type, and total quantities.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

3.9 Debris Vehicle and Equipment Certifications

The Contractor will be responsible for ensuring that all debris removal equipment is certified for project use prior to performing debris removal activities. Each certification includes the completion of a certification form, photographs, and a signature of the Contractor's certification representative and the debris removal company.

Certified equipment requires a license plate, valid registration, proof of insurance, and a licensed operator. Equipment must be designated fit for operation to include secured tailgates and fabricated walls, minimal non-metal structural components, tires, warning systems to include lights, and tarps or other coverings to secure debris.

Each piece of certified equipment will require a placard to be placed on the operator and passenger side of the equipment. Placards are to be provided by the debris removal company and contain the City's name, the debris removal company name, the certified capacity, and the vehicle certification number. Placards must be a minimum of 12" by 12" and contain an adhesive backing.

The Contractor shall measure the carrying capacity of each haul truck to the tenth of a cubic yard. Each certification record should be retained and reproduceable to support City needs. The equipment certification process should capture the following data points at a minimum:

- Date of Certification
- Vehicle Type, Make, and Model
- Primary Measurements (Length, Width, Height)
- Modifying Measurements (Additions and Subtractions)
- Capacity (Volume in Cubic Yards)
- Weight if applicable (Tons)
- License Plate Number
- Operator Name and License Information
- Vehicle Registration Expiration
- Insurance Provider, Policy Number, and Expiration
- Contractor Hierarchy
- Certification ID Number
- Photographs
- Certifying Representative's Credentials

The Contractor warrants the completeness and accuracy of each equipment certification by signing the completed certification form. Certification records are to be retained by the Contractor for a period consistent with the records retention policy defined in Section 3.14 Documentation and Deliverables.

3.10 Public Information Assistance

Contractor will provide regular status updates, frequency determined by the City's Recovery Manager for public information use. Contract may be required to provide infographics, fliers, or other publishable documentation to support the City's public information campaign.

Contractor shall provide appropriate staff to assist with the distribution of notices, engage with residents to obtain access rights when necessary, and to manage and resolve damage complaints arising from debris removal activities.

3.11 Payment Monitoring Processes

The Contractor shall review, validate and reconcile debris removal company invoices prior to submission to the City for processing and payment. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to project stakeholders. All invoices from the debris removal company shall be directed to the Contractor copying the City Recovery Manager. Within seven (7) calendar days of receipt, each invoice shall be reviewed by the Contractor and accepted in full or rejected with justification to the debris removal company to amend. The debris removal company will submit invoices amended per the Contractor's recommendations. Once an accepted invoice is reconciled the Contractor shall submit a payment recommendation to the City.

3.12 ADMS and Database Systems

Contractor shall provide an ADMS capable of fully digitizing the certification process and replacing the need for tradition hand-written debris tickets.

The system features shall include the following:

- Paperless electronic data collection and distribution. Field data should be collected on a tablet, phone, or other digital hardware capable of processing digital transactions and storing project data.
- ADMS should not require cellular or data connectivity to process ticket transactions. Critical transaction data should be transferrable on external media and transported between collection and disposal locations if required. Systems that require cellular or data connectivity may also be utilized but must have an operating mode that allows them to work offline in the event of service disruptions or outages.
- ADMS data should be stored indefinitely on secured servers that are backed up on regularly intervals. Data should be immediately retrievable if necessary.
- ADMS data capture should be automated to the greatest extent possible requiring minimal input from the user.

- Collection and disposal locations should be generated automatically and captured through GPS technologies integrated into the ADMS hardware.
- ADMS should provide a web-based interface accessible to project stakeholders and restricted by user credentials.
- Web interface should include a GIS interface and downloadable documents/reports at a minimum.
- Project data should be captured and organized in a manner that enables efficient payment reconciliation, conforms to FEMA documentation requirements, and supports the City's reimbursement efforts.
- The Contractor must be capable of establishing an Access Point Interface (API) between Contractor databases and City platforms if requested.
- Data entry errors and necessary data modifications must be captured in an exportable audit log.

3.13 Reimbursement Services

As requested, the Contractor shall provide applicable documentation, technical assistance, and guidance necessary to pursue and support the reimbursement of costs incurred for debris removal and monitoring services from applicable grant programs.

Reimbursement services may include the following:

- Project Formulation and Costing
- Grant Development and Management
- Reimbursement Support Services
- Appeals and Audit Support

3.14 Documentation and Deliverables

All project records including logs, invoices, contracts, paperwork, ADMS, and GIS data should be digitized and stored in a secure digital storage system for up to five (5) years or such time the City notifies the Contractor they are no longer needed.

Contractor will be required to produce deliverable intended to inform the operational progress of the project. Deliverables include daily, weekly, or as requested reports, payment recommendations, and invoices. Contractor will also be required to prepare and organize supporting documentation that may be necessary to pursue federal grant funding. This includes scopes of work, damage descriptions, cost estimates or actual cost documentation, and grant applications.

Section 4.0 – Cost Proposal

The Cost Proposal contains roles the City has identified as necessary to fully perform the scope of services required. Should the Contractor believe additional roles are necessary they are encouraged to include them in the space provided in the following table. Additional roles require the Contractor to define the tasks associated with those roles.

Rates provided are understood to be fully burdened, to encompass all costs associated with providing the required services including operating costs, overhead, and profit. The City reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

Role	Rate (\$)
Project Manager	
Operations Manager	
Field Supervisor	
Field Monitor	
DMS/Disposal Site Monitor	
Data Manager	
GIS Analyst	
Environmental Specialist	
Invoice Analyst	
Clerical/Administrative	
Reimbursement Specialist	
Additional Required Roles (must define each role)	

Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA related projects and is included in the contract documents through incorporation in this RFP.

5.1 Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States." *The Certification is provided as a required signature form.*

5.2 Copeland Anti-Kickback Act

To ensure compliance with the Copeland "Anti-Kickback" Act, the Contractor agrees as follows:

- (1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5.3 Contract Work Hours and Safety Standards Act

To ensure compliance with the Contract Work Hours and Safety Standards Act, the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the City of Columbia or a territory, to such City or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

5.4 Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.5 Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.6 Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor's, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.7 Byrd Anti-Lobbying Amendment

- (1) The Contractor certifies to the Owner that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The Certification is provided as a required signature form.*

- (2) Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Owner.

5.8 Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.9 Access to Records

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

5.10 DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5.11 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.12 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.13 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

5.14 Rights to Inventions Made Under a Contract or Agreement

As required by Federal program legislation, Contractor agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

<Remainder of page left intentionally blank>

Section 6.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor’s proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4.

<Remainder of page intentionally left blank>

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The **MUNICIPALITY** requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: _____ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____.

Signature of Notary Public

[STAMP HERE]

State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

GOOD FAITH AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby propose to provide the services requested in the MUNICIPALITY's RFP and, if awarded, enter into a contract with the MUNICIPALITY. I agree that the terms and conditions of the MUNICIPALITY's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the MUNICIPALITY may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the MUNICIPALITY or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20____, by _____.

Signature of Notary Public

[STAMP HERE]

State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Section 7.0 – Sample Contract

The enclosed sample contract is intended to represent the agreement between the **City** and the Contractor. Contractors are encouraged to review all terms and conditions to ensure compliance and acceptance. The District does not intend to modify this agreement unless one or more parts conflicts with preceding law.

<Remainder of page intentionally left blank>

Professional Services Agreement

This is an agreement for Professional Services Agreement (hereinafter referred to as the "Agreement") effective as of ____ day of _____, 2021 between the City of Diamondhead, MS (OWNER), having its principal office at [MUNICIPALITY ADDRESS] and [CONTRACTOR] (CONTRACTOR), a company licensed to conduct business in the State of Mississippi, having its principal place of business at [CONTRACTOR ADDRESS].

WHEREAS, the OWNER requires the services of a qualified firm to perform certain professional services ("Project") for the OWNER, has carefully reviewed the [title of the relevant RFP], and has selected [CONTRACTOR] to provide certain services as outlined in the same.

WHEREAS, the scope of work under this Agreement will have the following characteristics: On an as-needed basis, the OWNER will issue Task Orders describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the OWNER. In response, the Contractor will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, [CONTRACTOR] and the OWNER agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

"**Fee Schedule**" shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

"**Projected Budget**" shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

"**Scope of Services**" shall mean the services and terms described within any forms which are attached as "**Attachment 1**" to any applicable Task Order, along with any modifications or additions to the services provided by CONTRACTOR to OWNER which are agreed upon by the Parties or otherwise contemplated in this Agreement.

"**Site**" or "**Work Site**" shall mean the location where CONTRACTOR is performing services for the Project on behalf of the OWNER.

"**Task Order**" shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by the CONTRACTOR as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

1.1. **Scope.** CONTRACTOR shall provide the Basic Services as described in individual Task Orders authorized in writing by the OWNER. A sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. CONTRACTOR's obligations under this Agreement are solely for the benefit of the OWNER and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.

- 1.2. **Standard of Care.** CONTRACTOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by CONTRACTOR's professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Subcontractors.** CONTRACTOR shall be permitted to utilize subcontractors for performing services under any Task Order.
- 1.4. **Transportation or Disposal of Hazardous Materials.** The OWNER further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, CONTRACTOR is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around OWNER's Site(s).

2. THE OWNER's RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the OWNER shall do the following in a timely manner:

- 2.1. **The OWNER's Representative.** The OWNER will designate a representative having authority to give instructions, receive information, define the OWNER's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the OWNER's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the OWNER.
- 2.3. **Access.** Arrange for CONTRACTOR to access the Site as may be reasonably required to perform the Scope of Services. CONTRACTOR will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. CONTRACTOR or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by CONTRACTOR will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to CONTRACTOR's request for decisions or determinations related to the scope of services.
- 2.5. **Meetings.** At CONTRACTORS request, hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to CONTRACTOR whenever the OWNER observes or otherwise becomes aware of any development that affects the Scope of Services, including but not limited to the timing, price, and/or of CONTRACTOR's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** CONTRACTOR will start the Scope of Services described in each Task Order upon authorization by the OWNER. If the OWNER gives authorization before signing a Task Order, CONTRACTOR shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by OWNER and CONTRACTOR authorized representatives.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond CONTRACTOR's or the OWNER'S control interrupts or delays CONTRACTOR's performance, the time of performance shall be equitably adjusted.
- 3.4. **Term and Termination.** This Agreement shall be in effect for three (3) years from the effective date, with two (2), one (1) year extensions available upon mutual consent of the parties. This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

- 4.1. **CONTRACTOR Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the OWNER shall pay CONTRACTOR the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the parties or otherwise contemplated in this Agreement. The OWNER must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by OWNER to raise any such dispute within the Invoice Dispute Period shall result in OWNER waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the OWNER within thirty (30) calendar days after receipt of invoice by OWNER.

5. NON-CONTROLLABLE COSTS

- 5.1. **Non-Controllable Costs.** CONTRACTOR has no control over the cost of labor, materials, equipment, services furnished by others, including, but not limited to, OWNER's contractors, and/or subcontractors. CONTRACTOR has no control over any other person or entity's methods of determining prices. Further, CONTRACTOR has no control over competitive bidding or market conditions. CONTRACTOR's opinion of probable cost is made on the basis of CONTRACTOR's experience and qualifications and represents CONTRACTOR's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. CONTRACTOR does not guarantee that

proposals, bids or actual project cost will not vary from CONTRACTOR's opinions of probable cost.

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the OWNER or CONTRACTOR may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to CONTRACTOR performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by OWNER or CONTRACTOR must be requested and approved by the OWNER's or CONTRACTOR's authorized representative as the case may be.
- 6.2. **Access to Records.** The following access to records requirements apply to CONTRACTOR, which includes its successors, transferees, assignees, and subcontractors: (a) CONTRACTOR agrees to provide the OWNER, the State of Mississippi, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (c) CONTRACTOR agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the OWNER.
- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, OWNER and CONTRACTOR may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to OWNER by CONTRACTOR or developed for OWNER by CONTRACTOR in connection with the Scope of Services are, and will remain, the property the OWNER.
- 6.4. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of **Mississippi** and the venue for all disputes shall be any competent court of Hancock County, Mississippi.
- 6.5. **Remedies.** Nothing in this Agreement otherwise prevents the OWNER from utilizing any available remedies, administrative, contractual, or legal, where CONTRACTOR has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.6. **Insurance.** CONTRACTOR will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for CONTRACTOR's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from CONTRACTOR's performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of CONTRACTOR's failure to meet the Standard of Care.

6.7. **Mutual Indemnification.**

6.7.1. CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising from the gross negligence or willful misconduct of CONTRACTOR in the performance of its obligations under this Agreement.

6.7.2. The OWNER hereby agrees to indemnify and hold CONTRACTOR harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of OWNER as related to the services which OWNER has engaged CONTRACTOR for under this Agreement or for any injuries suffered by an employee or contractor of OWNER who is performing work for OWNER.

6.8. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the parties agree that neither the OWNER nor CONTRACTOR shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by CONTRACTOR hereunder, in no event will CONTRACTOR's liability to the OWNER, whether in contract, tort or any other theory of liability, exceed CONTRACTOR's fees for services from which the liability arises.

6.9. **Assignment Rights.** OWNER may offer adoption of this agreement in whole to other local governing agencies with the express written approval of the CONTRACTOR. The OWNER makes no guarantee of assignment and the CONTRACTOR maintains the right to refuse services to other local governing agencies.

6.10. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Mississippi.

6.11. **Successors.** This Agreement is binding on the successors and assignees of the OWNER and CONTRACTOR. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the OWNER.

6.12. **Independent Contractor.** CONTRACTOR represents that it is an independent contractor and is not an employee of the OWNER.

6.13. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.

6.14. **Entire Agreement.** This Agreement encompasses all procurement and contract documents to include the RFP and addenda, CONTRACTOR Proposal, Contract, Schedules, Attachments, and Task Orders executed pursuant to this Agreement. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the OWNER and CONTRACTOR, unless otherwise provided in this Agreement.

6.15. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.16. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7. SCHEDULES.

7.1 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

7.3.1 **Schedule A:** *Sample Task Order*

7.3.2 **Schedule B:** *Fee Schedule*

7.3.3 **Schedule C:** *Request for Proposals*

7.3.4 **Schedule D:** *Contractor Proposal*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.**

In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation (“CFR”) Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion in the RFP are incorporated into this Agreement, as applicable, and any Task Orders issued by the OWNER.

8. **Execution Authority.** This Agreement is a valid and authorized undertaking of the OWNER and CONTRACTOR. The representatives of the OWNER and CONTRACTOR who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY OF DIAMONDHEAD, MS

[CONTRACTOR]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between the OWNER and CONTRACTOR, effective [DATE], the OWNER hereby authorizes CONTRACTOR to perform services as specified in this Task Order and in accordance with the above-referenced Agreement.

1. Basic Project Information:

Project Name: _____

Project Location: _____

OWNER Representative: _____

CONTRACTOR Representative: _____

2. Scope of Services: CONTRACTOR shall perform services described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. Period of Service: The period of service shall be from [DATE] to [DATE] (__ days) from Task Order effective date.

4. Compensation: CONTRACTOR's compensation under this Task Order, which shall not be exceeded without prior written authorization of the OWNER, is \$_____.

PROFESSIONAL SERVICES AGREEMENT - [AGREEMENT #]

Item No.9.

Between City of Diamondhead, MS and [CONTRACTOR]

Task Order Contract

5. This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. **Amendment:** This Task Order amends Task Order No. _____, Dated: _____.

ISSUED AND AUTHORIZED BY:

ACCEPTED AND AGREED TO BY:

CITY OF DIAMONDHEAD, MS

[CONTRACTOR]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

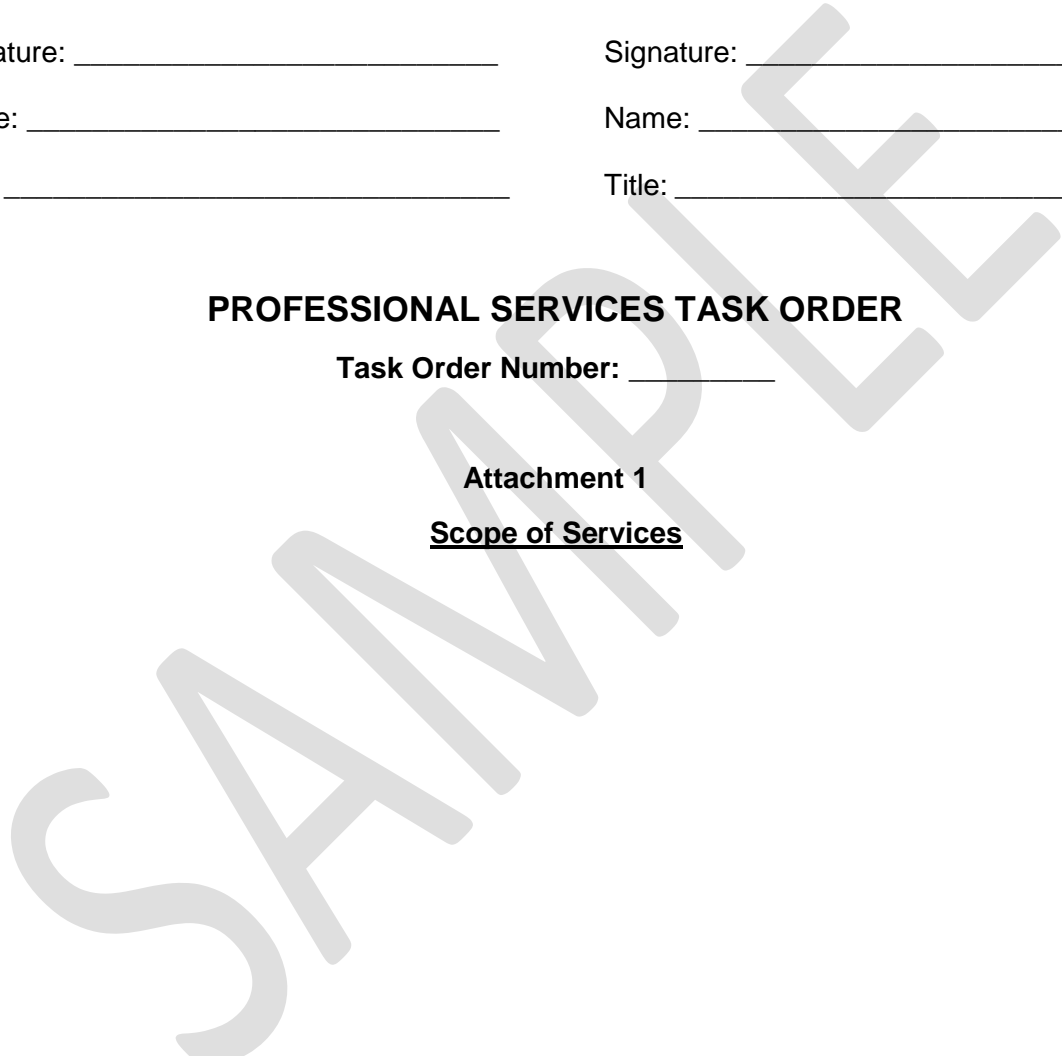
Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1

Scope of Services



Schedule B

Fee Schedule

Role	Rate (\$)
Project Manager	
Operations Manager	
Field Supervisor	
Field Monitor	
DMS/Disposal Site Monitor	
Data Manager	
GIS Analyst	
Environmental Specialist	
Invoice Analyst	
Clerical/Administrative	
Reimbursement Specialist	
Additional Required Roles (must define each role)	

Schedule C

Request for Proposals (RFP #xx-xxx)

SAMPLE

Schedule D

Contractor Proposal

SAMPLE



2021-157

Item No. 10.

May 10, 2021

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

Dear Councilmembers:

Re: Pre-positioned Debris Hauling Contractor

Approval is hereby requested to advertise for Request for Proposals for a Debris Hauling Contractor. The intent of this contract is to have the debris contractor in-place and ready to mobilize should debris removal become necessary in the City.

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

Sincerely,

Michael Reso
City Manager

MR:jk



City of Diamondhead, Mississippi

Request for Proposals (RFP) # 21-101

for

Disaster Debris Collection and Disposal Services

Publication Dates:

PUBLICATION – [Insert Date]

PUBLICATION – [Insert Date]

Responses Due: JUNE 20, 2021 @ 3:00 PM Central

City of Diamondhead, Mississippi

5000 Diamondhead Circle

Diamondhead, MS 39525

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Section 1.0 - General Conditions

1.1 Overview

The City of Diamondhead (City) is a coastal community in southern Mississippi located on the northern edge of Bay St. Louis. Originally founded as an unincorporated community in Hancock County, the City was incorporated in 2012. The City is vulnerable to coastal events and desires to secure services to support recovery efforts on an as-needed basis.

The City invites qualified contractors (Contractor) to respond to this Request for Proposals (RFP) to provide Disaster Debris Removal and Disposal Services. The City desires to enter into an agreement with one or more qualified, responsive firms, price and other factors to be considered, that represents the best overall value to the City.

Services contemplated include:

- Debris Collection
- Debris Disposal
- Debris Site Management
- Private Property Debris Removal
- Waterway Debris Removal

The Contractor will be required to provide on-call support to the City in response to disaster events. Contractor must be knowledgeable of Federal Emergency Management Agency (FEMA) and any other governmental agency's regulations and guidelines pertinent to post-disaster recovery, debris monitoring, and Stafford Act Public Assistance claims.

1.2 Minimum Qualifications

Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Contractor must obtain a license or be currently licensed to do business in the State of Mississippi.
- Demonstrated knowledge and experience with FEMA requirements relating to debris removal.
- Demonstrated minimum five (5) years' experience in debris removal and disposal activities.
- Contractor must be able to provide at least three (3) references for municipal projects of similar scope and services.
- Demonstrated ability to provide debris removal equipment (owned equipment or sub-contractor equipment inventory).
- Contractor must maintain minimum insurance requirements, satisfy bonding requirements, provide financial statements, and demonstrate proof of credit capacity.

1.3 Schedule

While it is the City's intent to strictly adhere to the following schedule, modifications may be required. Adjustments will be communicated in an addendum if necessary. All times listed below are in Central Time (CT).

Task	Date	Time
Public Advertisement	May 20, 2020	12:00 PM
Question Deadline	June 1, 2020	9:00 AM
Proposal Submission Deadline	June 20, 2020	12:00 PM

1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP number (RFP # xx-xxx) in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this RFP, Contractors are encouraged to submit a request for inclusion on the interested parties list.

[Block for POC]

Name:

Title:

Email:

1.5 Term and Renewal

It is the intent of the City to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2), one (1) year renewals. Maximum contract term will be five (5) years (60 months). Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus amendments. Contracts with active task orders may be extended beyond the 60-month term to allow for the completion of designated tasks.

1.6 Bond Requirements

Each Proposal must be accompanied by a Proposal Bond in the sum of \$5,000. Proposal Bonds will be returned to all proposers following the execution of contract(s) with awarded Contractors.

Performance and Payment Bonds are required upon issuance of a task order. Bond amounts will be equal to 100% of the total dollar value represented by task orders. Under no circumstances shall the successful Contractor start work until he/she has supplied acceptable Performance and Payment Bonds. If the primary Contractor fails to supply Performance and Payment bonds within 96 hours of delivery of the first task order, the City shall, at its discretion, terminate the primary Contractor and activate the secondary Contractor.

1.7 Financial Capability

The respondent shall furnish a Letter of Commitment from a Bonding Agency or Surety that will guarantee issuance of Performance and Payment Bond. The letter should include a statement confirming the Contractor's bonding limits are equal to or greater than five (5) million dollars

All Contractors shall supply an audited financial statement for each of the past two (2) years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third party certified statement shall be signed and certified by the third party Certified Public Accountant (CPA).

Contractors must provide a letter from their financial institution establishing their access to financing should it be needed for this project. The City requires Contractors to maintain access to two (2) million dollars in credit.

1.8 Insurance Requirements

Within seven (7) days of contract execution, and annually on the contract anniversary, the Contractor must provide the City with insurance certificates to include coverage for the following:

- Worker's Compensation/Employers' Liability Insurance in at least the limits as required by the Mississippi Workers Compensation Act.
- Comprehensive General Liability Insurance, including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000.00/\$3,000,000.
- Comprehensive Automobile and Truck Liability, covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000.00/\$3,000,000. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

- Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the City by certified mail to: City Clerk, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525. Contractor shall also notify the City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.
- The term "City" or "Diamondhead" shall include all Authorities, Boards, Bureaus, Commissions, Councils, Divisions, Departments, and Offices of the City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
- The City shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the City to any such future coverage, or to the City's Self-Insured Retention's of whatever nature.

Contractor hereby waives subrogation rights for loss or damage against the City.

1.9 Shared Services

For the term of the contract, and any mutually agreed extensions pursuant to this RFP, the Contractor permits the City to authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The City reserves the right to ensure all City needs are satisfied before extending use of the contract to other agencies.

1.10 Irrevocable Offer

Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of ninety (90) days from date of submission deadline. This period may be extended by the City as necessary to facilitate contract award. Contractors may submit a written request to withdrawal their proposals prior to the submission deadline or after the ninety (90) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

1.11 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

1.12 Disadvantaged and Small Business Enterprises

The City is committed to fostering the continued development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged. Minority and women's business enterprises are solicited to submit a bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All firms submitting a bid MUST make positive efforts to use small and minority owned business and women business enterprises. See 2 C. F. R. §200.321 *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.*

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- Affirmative steps MUST include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Documentation of compliance with the affirmative steps will be required prior to execution of any contract awarded.

1.13 Provisions for Federally Assisted Projects

FEMA and other Federal agencies provide disaster-related assistance through various financial assistance programs. These programs generally require compliance with one or more applicable laws including laws that govern procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

<Remainder if page intentionally left blank>

Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the City.

2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

2.2 Addenda

If the City finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda on the included addenda acknowledgement form.

2.3 Reserved Rights

The City reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived in the best interest of the City. The City reserves the right to waive technicalities or request additional information or clarification from Contractors. The City reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the City.

This RFP does not constitute a guarantee from the City.

2.4 Contract

It is the intent of the City to award a primary and secondary contract to the Contractor(s) that are deemed responsive and best serve the interest of the City. A sample contract has been included as a supplement to this RFP. Contractors must be willing to accept the terms and conditions contained within. Contractors are not permitted to modify terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

2.5 Evaluation Criteria

Contractors will be evaluated by a review panel and scored against weighted criterion. Contractors will be evaluated on their past project experience, assigned project personnel, their demonstrated understanding of the project scope of services to include providing an ADMS, references, and the costs associated with their proposed effort. The table below provides factors for each of the scoring criteria:

Criteria	Weight
Firm Qualifications and References	20

Past Project Experience	25
Key Personnel	15
Project Understanding and Approach	25
Cost Proposal	15
TOTAL	100

2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause proposals to be deemed nonresponsive.

- **Quantity** – Contractor must submit via email one (1) digital proposal. Proposals must be emailed to the City’s POC identified in section 1.4. Emails must be received with a time/date stamp prior to the deadline. An original copy of the proposal bond must be mailed to the City at the following address. Bid bond must be received by the scheduled bid opening.
- **Page Limits** – Contractor proposals are limited to no more than ninety (90) pages excluding the required forms. Each sections’ page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½” by 11” piece of paper with text on one side. All body text must be in a font size no smaller than 10.

2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor proposals are solely those of the Contractor. The City will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the City bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease review and evaluation consistency. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary/Letter** – Provide a brief introduction to the Contractor, a summary of their proposal, and the Contractor’s primary point of contact and authorized signatory. (2-page limit)
- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (2-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a

minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. Include the name of the client, contact information, contract term and value, services provided, and the amount of debris/debris types collected. (15-page limit)

- **Section 2. Past Project Experience** – Provide a detailed summary of similar projects performed in the past five (5) years. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (20-page limit)
- **Section 3. Key Personnel** – Provide an organization chart and resumes for all key project personnel. This should include at a minimum the Project Manager, Operations Manager(s), Field Supervisors, and key sub-contractor personnel. (20-page limit)
- **Section 4. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor’s means and methods for providing these services. (30-page limit)
- **Section 5. Cost Proposal** – Complete fee schedule. If additional roles/rates are included Contractor must provide a description of the roles responsibilities. (form provided)
- **Section 6. Required Forms** – Complete and include each of the required forms:

Byrd Anti-Lobbying Amendment Certification
 Drug Free Workplace Certification
 Equal Employment Opportunity Certification
 Non-Collusion Oath
 Good Faith Affidavit
 Proof of Insurance (Contractor provided)
 Proof of Bonding Capacity (Contractor provided)
 Proof of Credit Capacity (Contractor provided)
 Financial Statements (Contractor provided)

2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

Section 3.0 – Scope of Services

The purpose of this RFP is to engage a Contractor to provide Disaster Debris Collection and Disposal Services on an as-needed basis resulting from all-hazards. The scope of services is not specific to Federally declared disasters and may be utilized to support the City's efforts in response to local or regional events that may not meet Federal funding thresholds.

3.1 General

Contractor shall provide all trained labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the removal of the event debris as directed by the City. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization.

At a minimum, Contractor's team shall consist of the following positions:

Project Manager: primary point-of-contact to the City and overall responsibility for all Contractor services and personnel.

Operations Manager: responsible for field recovery operations.

Field Supervisors and Operations Personnel: primary for collecting and disposing of event debris as directed by the City.

Contractor shall be responsible for scheduling all work for all their personnel daily. Contractor shall collect debris as directed by the City and/or the contracted operations monitoring firm. Any FEMA reimbursements for eligible expenses normally due to City that are denied by FEMA due to documented errors or omissions by the Contractor or for which the Contractor is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by Contractor to the City at the rate that FEMA would have reimbursed the City had such errors or omissions not occurred.

Contractor shall be required to attend an annual disaster coordination and planning meeting at no cost to the City. This must include training in coordination with the City's debris monitoring firm and include all designated City staff.

3.2 Emergency Road Clearance

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to accomplish the sizing, cutting, moving, staging, and loading of debris from the primary transportation routes as identified by and directed by the City. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization. This task shall be accomplished consistent with basic safety procedures. All traffic control shall be in accordance with the requirements and standards of the Manual on Uniform Traffic Control Devices (MUTCD) and Mississippi Code and may only be performed by qualified personnel.

Disposal of resulting disaster debris shall be done in accordance with further provisions of this contract at a time determined by the City.

The Contractor(s) shall provide time and materials pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.3 Right-Of-Way (ROW) Debris Management

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the City. Contractor shall also be responsible for coordinating with all utility providers whose facilities may inhibit the safe removal of debris. The Contractor shall also be responsible for the resolution of any claims made by the utility provider.

Debris operations shall be performed so as not to interfere with the disaster response and recovery activities of federal, state, county and local governments or agencies or of any public utilities. The Contractor shall provide the City with a plan for disaster debris collection following a complete assessment of the volume of disaster generated debris.

The City will approve all designated temporary debris management sites and final disposal sites for all types of specific eligible disaster debris for disposal.

The services shall provide for the cost effective and efficient removal and lawful transport and disposal of eligible disaster debris accumulated on all streets, roads, public, residential, and commercial ROWs including any other locally owned facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City. This task may include, but not be limited to, up to thirteen (13) types of disaster debris:

- Vegetative Debris
- Construction & Demolition (C&D) Debris
- Mixed Debris (mixed Vegetation and C&D)
- White Goods (e.g., refrigerators, stoves, and other appliances)
- Electronic Waste (e.g., monitors, laptops, etc.)
- PPDR Debris
- Household Hazardous Waste (HHW)
- Hazardous Waste
- Abandoned Vehicles and Vessels
- Waterway Debris
- Soil, Mud, Silt, and/or Sand
- Concrete
- Animal Carcasses

Task services shall include collecting the debris from the ROW and transporting debris to an approved Debris Management Site (DMS) or directly to final disposal and any other related duty as assigned by the City.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Forms provided in Section 4.

3.4 Hazardous Trees, Stumps, and Limb Removal

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the tree, tree stump, and tree limb removal services as directed by the City.

Hazardous Trees – Requires the Contractor to completely remove hazardous trees by flush cutting remnants as nearest as possible to the ground or other boundary marker where appropriate. Debris generated from the removal of hazardous trees will be placed in the ROW and compensated under the vegetative ROW line items in the Cost Proposal. Fallen trees are not eligible for this line item. Fallen trees that are touching, flush with, or resting on the ground are considered typical vegetative debris. Hazardous trees must meet minimum qualifications as identified in the *FEMA PAPPG v4 June 2020*.

Hazardous Hanging Limbs – Requires the Contractor to removal all eligible limbs from a single tree by cutting the branch/limb at the point nearest the break and between the break and the main branch, leader, or trunk section of the tree. Debris generated from the removal of hazardous hanging limbs will be placed in the ROW and compensated under the vegetative ROW line items in the Cost Proposal. Hazardous hanging limbs must meet minimum qualifications as identified in the *FEMA PAPPG v4 June 2020*.

Hazardous Stumps – Requires the Contractor to removal all eligible stumps by completely extracting, loading, and transporting stumps to a DMS or final disposal site. Holes created from the removal of the Stump will require loose, clean backfill. Hauling and backfill are included in the cost for this line item. Hazardous stumps must meet minimum qualifications as identified in the *FEMA PAPPG v4 June 2020*.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.5 Private Property Debris Removal (PPDR)

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, from private property as directed by the City.

Contractor will exercise due diligence in performing PPDR services and removing debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warranty that all utilities will be located before debris removal commences, nor

does Contractor warranty that utility damages may not occur as a result of properly conducted services. Contractor will follow all appropriate and required safety precautions and procedures.

City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real property prior to authorizing the Contractor to commence work.

The collection and disposal of PPDR debris shall be compensated under PART B, Items 1-5, and their subparts of the Cost Proposal in Section 4. ROW and PPDR debris shall be collected and hauled separately.

3.6 Demolition of Structures

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the demolition of structures as directed by the City.

Contractor shall demolish unsafe structures and remove debris which have been determined by the City to be a threat to the health and safety of the public. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, personal items, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warranty that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

Debris generated from the demolitions will be loaded directly from the demolition site into transportation containers and hauled to an appropriate DMS or final disposal location. The Contractor will be responsible to ensure demolitions are conducted in accordance with all governing policy to include environmental regulations to include the implementation of engineering controls and materials testing as necessary.

City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from private properties.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.7 Waterway Debris

Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the removal of debris from waterways as directed by the City.

Waterway debris removal is strictly limited to debris that must be identified and removed from within the water body using non typical means and methods to include floating barges, vessels,

dredging equipment, and lift cranes. Debris that is located within waterways but is otherwise accessible from easements or roadways by road worthy loading equipment will be treated as ROW debris and paid in accordance with the fees associated with such. Waterway debris will be collected and placed at the nearest reasonable location where it can be loaded into a hauling container. Hauling will be compensated under the line items for ROW.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

3.8 Debris Management Requirements

The Contractor shall make scheduled passes of each area impacted by the disaster event at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the right-of-way by the citizens and the City.

The Contractor and his subcontractors shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition and have metal frames/walls. Side boards/enclosures may not exceed metal framing by more than 24 inches and all trailers must have a rear enclosing gate covering a minimum of 75% of the total trailer height.

All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public right-of-way unless otherwise directed by the City. Should operation of equipment be required outside of the public right-of-way, the City will pre-authorize access or provide a Right-of-Entry Agreement.

Contractor shall ensure that every hauling unit can unload itself at debris disposal sites without assistance from others. Vehicles unable to unload without assistance may not be authorized to haul debris.

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with State transportation guidelines. As required, Contractor shall survey the primary routes used by the Contractor to recover fallen or blown debris from the roadway(s).

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation's Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flashing, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

Automated Debris Management System (ADMS) – The City intends to utilize an automated debris management system (ADMS) and requires that the Disaster Debris Removal Contractor will provide vehicle certification placards. Each Contractor hauling unit will require certification prior to use authorization on the project.

3.9 Temporary Debris Management Sites (DMS) and Operations

The Contractor shall provide all management and operational services at City approved DMS location(s). Contractors shall deliver disaster related debris to City's approved DMS location(s), unless otherwise directed by the City. The City may authorize multiple sites to efficiently store and process high volumes of disaster related debris. The City may require Contractor assistance to select, secure, and permit DMS location(s), perform baseline soil and groundwater testing, and prepare sites for use.

The Contractor shall submit a site layout plan and operations plan to the City for review. At a minimum, the plan shall address the following:

- Site management, including a point-of-contact and organizational chart.
- Traffic control procedures and on-site traffic patterns.
- Site safety plan.
- Hazardous and toxic waste materials plan.
- Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
- Remediation and site restoration plan.

The Contractor shall document by photographs and video recordings, each DMS prior to operations to establish baseline conditions of the site.

Observation Tower(s) - The Contractor shall be responsible for constructing and/or erecting an inspection tower at each DMS for the purposes of inspecting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the City and include a roof covering that allows for protection from weather conditions.

The Contractor shall manage and supervise the temporary DMS to accept eligible debris collected under this contract and other contracts or agreements approved by the City. The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, portable sanitation facilities, security, and safety measures. The Contractor shall be responsible for the sorting, separating, and stockpiling of eligible debris at the DMS and shall ensure that the eligible debris remains segregated at the facility. The Contractor shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of eligible debris effectively and efficiently prior to final disposal.

The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal Form provided in Section 4.

Section 4.0 – Cost Proposal

The Cost Proposal contains tasks the City has identified as necessary to fully perform the scope of services required. Rates provided are understood to be fully burdened, to encompass all costs associated with providing the required services including operating costs, overhead, and profit. The Contractor is required to provide rates for all equipment and scheduled services in PART A and B. If there is no charge for a service, the Contractor should place \$0.00 in the applicable Unit Price field. PART B will be scored by the evaluation committee and used to rank competing proposal prices. The City reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

All disposal fees associated with the disposal of debris will be the responsibility of the contractor, to be passed through to the City at cost with no mark-up. The City retains final authority to review and approve of each disposal facility prior to use, to include permits, location, and associated disposal fees.

4.1 - PART A

EQUIPMENT LIST			
Description	Type or Size	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$
Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$
Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$
Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$
Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$
Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544/Vol L70	Hour	\$
Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$
Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$
Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$
Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$
Towed Loader w/ Tractor	Prentice 210	Hour	\$
Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$
Dozer, Tracked	Cat D4	Hour	\$
Dozer, Tracked	Cat D5	Hour	\$
Dozer, Tracked	Cat D6	Hour	\$
Dozer, Tracked	Cat D7	Hour	\$
Dozer, Tracked	Cat D8	Hour	\$
Dozer, Tracked	Cat D10T	Hour	\$
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$

Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$
Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$
Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$
Motor Grader (w/ min 12' blade)	Cat 120G	Hour	\$
Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$
30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$
50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$
100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$
Bucket Truck	Up to 50' reach	Hour	\$
Bucket Truck	40' to 75' reach	Hour	\$
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$
Mechanized Broom	Street Sweeper	Hour	\$
Water Truck	2000 Gallon	Hour	\$
Service/Fuel Truck	Multi	Hour	\$
Diesel Forklift, 5k	5K	Hour	\$
Personnel Forklift, 5k	5K	Hour	\$
Forklift 1	6000 lb	Hour	\$
Forklift 2	8000 lb	Hour	\$
Forklift 3	10,000 lb	Hour	\$
Forklift 4	15,000 lb	Hour	\$
Forklift 5	25,000-35,000 lb	Hour	\$
Extended Boom Forklift	44,000 lb	Hour	\$
Forklift Carpet Poles	N/A	Day	\$
Forklift Loading Ramps	N/A	Day	\$
Pallet Grabber	w/ Chains	Hour	\$
Pallet Jack	N/A	Hour	\$
Electric Pallet Jack	N/A	Hour	\$
Dock Plates	N/A	Day	\$
Straight Mast Forklift	Rough Terrain	Hour	\$
Shooting Boom Forklift, 5k	Rough Terrain, 5k	Hour	\$
Shooting Boom Forklift, 6k	Rough Terrain, 6k	Hour	\$
Shooting Boom Forklift, 8k	Rough Terrain, 8k	Hour	\$
Shooting Boom Forklift, 9k	Rough Terrain, 9k	Hour	\$
Shooting Boom Forklift, 10k	Rough Terrain, 10k	Hour	\$
Forklift Propane Tank	N/A	Day	\$
Portable Loading Dock (w/ ramp and stairs)	20 x 20	Hour	\$
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$
Soil Compactor, Towed Unit	Wacker	Hour	\$
Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$
Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$
Stump Grinder	Vermeer 60TX	Hour	\$

Chipper w/ 2 man crew	Morbark Storm	Hour	\$
Chipper/Mulcher (8" Throat)	Vermeer	Hour	\$
Chipper/Mulcher (12" Throat)	Vermeer	Hour	\$
12-Foot Tub Grinder	Morbark 1200/650 HP	Hour	\$
13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$
14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$
Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$
Air Curtain Refractory Incinerator	N/A	Hour	\$
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$
Truck Mounted Winch	Tow Truck	Hour	\$
Log Skidder	Cat 525B/JD 648E/G III	Hour	\$
Waste Collection Rear Loader Truck	N/A	Hour	\$
Vacuum Truck/Jetter	3500 Gallon	Hour	\$
Crash Truck w/Impact Attenuator	N/A	Hour	\$
Power Screen	N/A	Hour	\$
Stacking Conveyor	N/A	Hour	\$
<i>Hauling Vehicles (Operator, fuel, maintenance included)</i>			
Dump Truck	5 to 15 CY	Hour	\$
Dump Truck	16 to 24 CY	Hour	\$
Dump Truck	25 to 34 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$
Tractor w/ 42' Flatbed Trailer (Without Driver)	42' Flatbed (w/o Driver)	Hour	\$
Tractor w/ 42' Flatbed Trailer (With Driver)	42' Flatbed (w/ Driver)	Hour	\$
Flatbed Trailer Straight Truck (Without Driver)	26,000lb GWV	Hour	\$
Flatbed Trailer Straight Truck (With Driver)	26,000lb GWV	Hour	\$
<i>Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)</i>			
Pickup Truck	1/2 Ton	Day	\$
Pickup Truck	3/4 Ton	Day	\$
Pickup Truck	1 Ton (4x4)	Day	\$
Box Truck	3/4 Ton	Day	\$
Utility Van	3/4 Ton	Day	\$
Passenger Van	9 Passenger	Day	\$
Passenger Car	Full size	Day	\$
Response Trailer	20 Foot	Day	\$
Response Trailer	30 Foot	Day	\$
Flatbed Trailer (40 ft)	GWV to 450	Day	\$

Mobile Fleet Repair	Equipment Config	Day	\$
Personnel/Equipment			
Project Operations Manager	Individual	Hour	\$
Superintendent with Cell/Truck	Individual	Hour	\$
Supervisor with Cell/Truck	Individual	Hour	\$
Foreman with Cell/Truck	Individual	Hour	\$
Inspector with Cell/Vehicle	Individual	Hour	\$
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$
Safety Superintendent	Individual	Hour	\$
Mechanic with Truck and Tools	Individual	Hour	\$
Climber with Gear	Individual	Hour	\$
Labor/Operator with Chainsaw/Tools/Cellphone	Individual	Hour	\$
Laborer with Tools/Cellphone	Individual	Hour	\$
Traffic Control Personnel with Radio	Individual	Hour	\$
Ticket Writers	Individual	Hour	\$
Survey Personnel with Vehicle	Individual	Hour	\$
Project Engineer	Individual	Hour	\$
Equipment Operator	Individual	Hour	\$
Truck Driver with cellphone and radio	Individual	Hour	\$
Security Person (Unarmed) with cellphone and radio	Individual	Hour	\$
Security Person (Armed) with cellphone and radio	Individual	Hour	\$
Administrative Assistant	Individual	Hour	\$
Clerical	Individual	Hour	\$
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$
Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$
Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$
Traffic Control, Temp Single Lane Closure	N/A	Hour	\$
Traffic Control, Temp Road Closure	N/A	Hour	\$
Weighing Scales, Truck, Certified	Portable	Hour	\$
Office Trailer	40 Foot	Day	\$
Storage Container	40 Foot	Day	\$
Portable Eyewash Station	OSHA Spec	Day	\$
First Aid Station	OSHA Spec	Day	\$
Portable Toilet (Port a John)	Single	Week	\$
Observation Tower	USACE Spec	Each	\$
Emergency Road Clearance - Initial 70-hour First Push Phase			
Personnel & Equipment (Operator, fuel, maintenance included)			
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)		Hour	\$
Knuckleboom Loader Truck (Self-Loading-25-35 CY)		Hour	\$
Wheel Loader 2.5-3.0 cy Cat 930 /JD 544 / Vol L70		Hour	\$

Dump Truck (16 to 24 CY)		Hour	\$
Road Clearance Crew (2 chainsaw operators, 1 Flagger-Tosser, 1 Supervisor)		Hour	\$
Supervisor with Truck (1 man, will assist toss operations)		Hour	\$
Operators with Chainsaw (2 or 1 man crew, cut and toss)		Hour	\$
Laborer with Tools (1 man, toss)		Hour	\$
Traffic Control/Safety Personnel (2 man crew, as needed)		Hour	\$

4.2 - PART B

	DESCRIPTION OF SERVICE <i>(all hauling distances are referenced as the shortest drivable route, traffic not considered)</i>	UNIT	UNIT PRICE
1. VEGETATIVE DEBRIS			
a	Pick up vegetative debris from ROW and haul to DMS. (0 to 10 miles)	CUBIC YARD	\$
b	Pick up vegetative debris from ROW and haul to DMS. (>10 to 20 miles)	CUBIC YARD	\$
c	Pick up vegetative debris from ROW and haul to DMS. (>20 to 30 miles)	CUBIC YARD	\$
d	Pick up vegetative debris from ROW and haul to DMS. (>30 miles)	CUBIC YARD	\$
2. CONSTRUCTION & DEMOLITION DEBRIS (C&D) and MIXED DEBRIS (Non-Asbestos)			
a	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (0 to 10 miles)	CUBIC YARD	\$
b	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>10 to 20 miles.)	CUBIC YARD	\$
c	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>20 to 30 miles.)	CUBIC YARD	\$
d	Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>30 miles.)	CUBIC YARD	\$
e	Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (0 to 10 miles)	CUBIC YARD	\$
f	Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (>10 to 20 miles)	CUBIC YARD	\$
g	Pick up C&D or Mixed debris or Mixed from ROW and haul to Final Disposal. (>20 to 30 miles)	CUBIC YARD	\$
h	Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (>30 miles)	CUBIC YARD	\$
3. WHITE GOODS			
a	Remove and transport from ROW to DMS.	PER UNIT	\$
b	Remove and transport from ROW to Recycling Facility or approved disposal facility.	PER UNIT	\$

c	Transport from DMS to Recycling Facility or approved disposal facility.	PER UNIT	\$
d	Freon Removal / Recycling and Management	PER UNIT	\$
4. SPECIAL WASTE			
a	Electronic waste removal from ROW and disposal at City approved site.	PER UNIT	\$
b	Household hazardous waste removal from ROW and disposal at City approved site.	PER POUND	\$
c	Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	\$
d	Derelict vessel removal and transportation to secure storage site. (Vessels under 25 feet)	EACH	\$
e	Derelict vessel removal and transportation to secure storage site. (Vessels 25 feet and greater)	EACH	\$
f	Operation of secure storage site for derelict vehicles/vessels.	PER DAY	\$
g	Vessel and Vehicle Fluids Management - draining / removal of fluids from vessel / vehicle, storage of fluids and transportation to a disposal / recycling facility	PER GALLON	\$
h	Vessel and Vehicle Hazardous Materials Management - removal of hazardous materials from vessel / vehicle, (e.g. batteries), storage of same and transportation to a disposal / recycling facility	PER GALLON	\$
i	Crushing of Vessels for Disposal	PER LINEAR FOOT	\$
j	Waterway Debris Removal - removal of storm debris from marine environments, including drainage channels, canals, streams, and waterfronts	CUBIC YARD	\$
k	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (0 to 10 miles)	CUBIC YARD	\$
l	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>10 to 20 miles)	CUBIC YARD	\$
m	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>20 to 30 miles)	CUBIC YARD	\$
n	Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>30 miles)	CUBIC YARD	\$
o	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (0 to 10 miles)	CUBIC YARD	\$
p	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>10 to 20 miles)	CUBIC YARD	\$
q	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>20 to 30 miles)	CUBIC YARD	\$
r	Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>30 miles)	CUBIC YARD	\$
s	Sand and Soil Screening & Collection: Removal and screening of debris- laden sand from public property, stockpiling debris at DMS, and replacing screened sand at City designated location.	CUBIC YARD	\$
t	Removal and disposal of animal carcasses	PER POUND	\$

5. HAZARDOUS STUMPS and HAZARDOUS TREES			
a	Removal of hazardous stump from ROW or public property and transportation to DMS. 24" to 36" diameter.	EACH	\$
b	Removal of hazardous stump from ROW or public property and transportation to DMS. >36" to 48" diameter.	EACH	\$
c	Removal of hazardous stump from ROW or public property and transportation to DMS. >48" diameter.	EACH	\$
d	Removal of hazardous trees (leaning or damaged) from ROW or public property that are 6" to 24" with the trunk measured at DBH.	EACH	\$
e	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >24" to 36" with the trunk measured at DBH.	EACH	\$
f	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >36" to 48" with the trunk measured at DBH.	EACH	\$
g	Removal of hazardous trees (leaning or damaged) from ROW or public property that are >48" with the trunk measured at DBH.	EACH	\$
h	Removal of hazardous hanging limbs from ROW or public property that are >2 inches at point of break.	PER TREE	\$
6. DEMOLITION OF STRUCTURES			
Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. Does not include removal of concrete slabs.			
a	0 to 10 miles one-way haul	CUBIC YARD	\$
b	>10 to 20 miles one-way haul	CUBIC YARD	\$
c	>20 to 30 miles one-way haul	CUBIC YARD	\$
d	>30 miles one-way haul	CUBIC YARD	\$
Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. Does not include removal of concrete slabs.			
d	0 to 10 miles one-way haul	CUBIC YARD	\$
e	>10 to 20 miles one-way haul	CUBIC YARD	\$
f	>20 to 30 miles one-way haul	CUBIC YARD	\$
g	>30 miles one-way haul	CUBIC YARD	\$
7. PROCESSING / REDUCING DEBRIS & DEBRIS SITE MANAGEMENT			
a	Grinding / chipping vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$

b	Burning vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
c	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	\$
d	Processing and/or compacting concrete materials and masonry, based on incoming cubic yards.	CUBIC YARD	\$
8. DEBRIS MANAGEMENT SITE MANAGEMENT			
a	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, erosion control, remediation, and site closeout based on incoming cubic yards.	CUBIC YARD	\$
5. FINAL DISPOSAL - <i>Disposal Fees shall be passed through to the City without markup.</i>			
a	Load and Transport processed vegetative debris from DMS to final disposal. (0 to 20 miles)	CUBIC YARD	\$
b	Load and Transport processed vegetative debris from DMS to final disposal. (>20 to 40 miles)	CUBIC YARD	\$
c	Load and Transport processed vegetative debris from DMS to final disposal. (>40 miles)	CUBIC YARD	\$
d	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (0 to 20 miles)	CUBIC YARD	\$
e	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>20 to 40 miles)	CUBIC YARD	\$
f	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>40 miles)	CUBIC YARD	\$
8. OTHER DEBRIS SERVICES			
a	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter 0 to 18 inches.	PER LINEAR FOOT	\$
b	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter >18 to 36 inches.	PER LINEAR FOOT	\$
c	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter >36 inches.	PER LINEAR FOOT	\$
d	Cleaning and clearing of catch basins and inlets. Up to 8' x 8'	EACH	\$
e	Cleaning and clearing of catch basins and inlets. >8' x 8'	EACH	\$

Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA related projects and is included in the contract documents through incorporation in this RFP.

5.1 Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States." *The Certification is provided as a required signature form.*

5.2 Copeland Anti-Kickback Act

To ensure compliance with the Copeland "Anti-Kickback" Act, the Contractor agrees as follows:

- (1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5.3 Contract Work Hours and Safety Standards Act

To ensure compliance with the Contract Work Hours and Safety Standards Act, the Contractor agrees as follows:

- (1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the City of Columbia or a territory, to such City or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

5.4 Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.5 Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.6 Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor's, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available

to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.7 Byrd Anti-Lobbying Amendment

- (1) The Contractor certifies to the Owner that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The Certification is provided as a required signature form.*
- (2) Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Owner.

5.8 Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.9 Access to Records

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

5.10 DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5.11 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.12 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.13 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

5.14 Rights to Inventions Made Under a Contract or Agreement

As required by Federal program legislation, Contractor agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

<Remainder if page intentionally left blank>

Section 6.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4. Contractors should also include their financial statements and proof of insurance, credit, and bonding capacity in this section.

<Remainder if page intentionally left blank>

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The **MUNICIPALITY** requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

NON-COLLUSION OATH

STATE OF _____

COUNTY OF _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: _____ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
20_____, by _____.

Signature of Notary Public

[STAMP HERE]

State of

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

GOOD FAITH AFFIDAVIT

STATE OF _____

COUNTY OF _____

I hereby propose to provide the services requested in the MUNICIPALITY's RFP and, if awarded, enter into a contract with the MUNICIPALITY. I agree that the terms and conditions of the MUNICIPALITY's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the MUNICIPALITY may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the MUNICIPALITY or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Affiant Signature

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20_____, by _____.

Signature of Notary Public

[STAMP HERE]

State of

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Section 7.0 – Sample Contract

The enclosed sample contract is intended to represent the agreement between the City and the Contractor. Contractors are encouraged to review all terms and conditions to ensure compliance and acceptance. The City does not intend to modify this agreement unless one or more parts conflicts with preceding law.

[Need to find a sample contract to include]

<Remainder if page intentionally left blank>

DESCRIPTION OF SERVICE <i>(all hauling distances are referenced as the shortest drivable route, traffic not considered)</i>	UNIT	UNIT PRICE
1. VEGETATIVE DEBRIS		
a Pick up vegetative debris from ROW and haul to DMS. (0 to 10 miles)	CUBIC YARD	\$
b Pick up vegetative debris from ROW and haul to DMS. (>10 to 20 miles)	CUBIC YARD	\$
c Pick up vegetative debris from ROW and haul to DMS. (>20 to 30 miles)	CUBIC YARD	\$
d Pick up vegetative debris from ROW and haul to DMS. (>30 miles)	CUBIC YARD	\$
2. CONSTRUCTION & DEMOLITION DEBRIS (C&D) and MIXED DEBRIS (Non-Asbestos)		
a Pick up C&D or Mixed debris materials from ROW and haul to DMS. (0 to 10 miles)	CUBIC YARD	\$
b Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>10 to 20 miles.)	CUBIC YARD	\$
c Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>20 to 30 miles.)	CUBIC YARD	\$
d Pick up C&D or Mixed debris materials from ROW and haul to DMS. (>30 miles.)	CUBIC YARD	\$
e Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (0 to 10 miles)	CUBIC YARD	\$
f Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (>10 to 20 miles)	CUBIC YARD	\$
g Pick up C&D or Mixed debris or Mixed from ROW and haul to Final Disposal. (>20 to 30 miles)	CUBIC YARD	\$
h Pick up C&D or Mixed debris materials from ROW and haul to Final Disposal. (>30 miles)	CUBIC YARD	\$
3. WHITE GOODS		
a Remove and transport from ROW to DMS.	PER UNIT	\$
b Remove and transport from ROW to Recycling Facility or approved disposal facility.	PER UNIT	\$
c Transport from DMS to Recycling Facility or approved disposal facility.	PER UNIT	\$
d Freon Removal / Recycling and Management	PER UNIT	\$
4. SPECIAL WASTE		
a Electronic waste removal from ROW and disposal at City approved site.	PER UNIT	\$
b Household hazardous waste removal from ROW and disposal at City approved site.	PER POUND	\$
c Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	\$
d Derelict vessel removal and transportation to secure storage site. (Vessels under 25 feet)	EACH	\$
e Derelict vessel removal and transportation to secure storage site. (Vessels 25 feet and greater)	EACH	\$
f Operation of secure storage site for derelict vehicles/vessels.	PER DAY	\$
g Vessel and Vehicle Fluids Management - draining / removal of fluids from vessel / vehicle, storage of fluids and transportation to a disposal / recycling facility	PER GALLON	\$
h Vessel and Vehicle Hazardous Materials Management - removal of hazardous materials from vessel / vehicle, (e.g. batteries), storage of same and transportation to a disposal / recycling facility	PER GALLON	\$
i Crushing of Vessels for Disposal	PER LINEAR FOOT	\$
j Waterway Debris Removal - removal of storm debris from marine environments, including drainage channels, canals, streams, and waterfronts	CUBIC YARD	\$
k Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (0 to 10 miles)	CUBIC YARD	\$
l Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>10 to 20 miles)	CUBIC YARD	\$
m Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>20 to 30 miles)	CUBIC YARD	\$
n Concrete Removal - Load and haul broken concrete from ROW and dispose at City approved site (>30 miles)	CUBIC YARD	\$
o Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (0 to 10 miles)	CUBIC YARD	\$
p Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>10 to 20 miles)	CUBIC YARD	\$
q Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>20 to 30 miles)	CUBIC YARD	\$
r Soil, Mud, Silt or Sand - Load and haul from location and dispose at City approved site (>30 miles)	CUBIC YARD	\$
s Sand and Soil Screening & Collection: Removal and screening of debris- laden sand from public property, stockpiling debris at DMS, and replacing screened sand at City designated location.	CUBIC YARD	\$
t Removal and disposal of animal carcasses	PER POUND	\$
5. HAZARDOUS STUMPS and HAZARDOUS TREES		
a Removal of hazardous stump from ROW or public property and transportation to DMS. 24" to 36" diameter.	EACH	\$
b Removal of hazardous stump from ROW or public property and transportation to DMS. >36" to 48" diameter.	EACH	\$
c Removal of hazardous stump from ROW or public property and transportation to DMS. >48" diameter.	EACH	\$
d Removal of hazardous trees (leaning or damaged) from ROW or public property that are 6" to 24" with the trunk measured at DBH.	EACH	\$
e Removal of hazardous trees (leaning or damaged) from ROW or public property that are >24" to 36" with the trunk measured at DBH.	EACH	\$
f Removal of hazardous trees (leaning or damaged) from ROW or public property that are >36" to 48" with the trunk measured at DBH.	EACH	\$
g Removal of hazardous trees (leaning or damaged) from ROW or public property that are >48" with the trunk measured at DBH.	EACH	\$
h Removal of hazardous hanging limbs from ROW or public property that are >2 inches at point of break.	PER TREE	\$
6. DEMOLITION OF STRUCTURES		

Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and

a	0 to 10 miles one-way haul	CUBIC YARD	\$
b	>10 to 20 miles one-way haul	CUBIC YARD	\$
c	>20 to 30 miles one-way haul	CUBIC YARD	\$
d	>30 miles one-way haul	CUBIC YARD	\$

Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a City approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all

d	0 to 10 miles one-way haul	CUBIC YARD	\$
e	>10 to 20 miles one-way haul	CUBIC YARD	\$
f	>20 to 30 miles one-way haul	CUBIC YARD	\$
g	>30 miles one-way haul	CUBIC YARD	\$

7. PROCESSING / REDUCING DEBRIS & DEBRIS SITE MANAGEMENT

a	Grinding / chipping vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
b	Burning vegetative debris, based on incoming cubic yards.	CUBIC YARD	\$
c	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	\$
d	Processing and/or compacting concrete materials and masonry, based on incoming cubic yards.	CUBIC YARD	\$

8. DEBRIS MANAGEMENT SITE MANAGEMENT

a	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, erosion control, remediation, and site closeout based on incoming cubic yards.	CUBIC YARD	\$
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5. FINAL DISPOSAL - Disposal Fees shall be passed through to the City without markup.

a	Load and Transport processed vegetative debris from DMS to final disposal. (0 to 20 miles)	CUBIC YARD	\$
b	Load and Transport processed vegetative debris from DMS to final disposal. (>20 to 40 miles)	CUBIC YARD	\$
c	Load and Transport processed vegetative debris from DMS to final disposal. (>40 miles)	CUBIC YARD	\$
d	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (0 to 20 miles)	CUBIC YARD	\$
e	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>20 to 40 miles)	CUBIC YARD	\$
f	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>40 miles)	CUBIC YARD	\$

8. OTHER DEBRIS SERVICES

a	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter 0 to 18 inches.	PER LINEAR FOOT	\$
b	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter >18 to 36 inches.	PER LINEAR FOOT	\$
c	Cleaning and clearing of storm drain lines including haul to DMS or Final Disposal. Drain line diameter >36 inches.	PER LINEAR FOOT	\$
d	Cleaning and clearing of catch basins and inlets. Up to 8' x 8'	EACH	\$
e	Cleaning and clearing of catch basins and inlets. >8' x 8'	EACH	\$

EQUIPMENT LIST

Description	Type or Size	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$
Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$
Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	\$
Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	\$
Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$
Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544/Vol L70	Hour	\$
Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$
Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	\$
Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	\$
Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$
Towed Loader w/ Tractor	Prentice 210	Hour	\$
Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$
Dozer, Tracked	Cat D4	Hour	\$
Dozer, Tracked	Cat D5	Hour	\$
Dozer, Tracked	Cat D6	Hour	\$
Dozer, Tracked	Cat D7	Hour	\$
Dozer, Tracked	Cat D8	Hour	\$
Dozer, Tracked	Cat D10T	Hour	\$
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$
Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$
Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	\$
Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	\$
Motor Grader (w/ min 12' blade)	Cat 120G	Hour	\$
Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$
30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$
50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$
100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$
Bucket Truck	Up to 50' reach	Hour	\$
Bucket Truck	40' to 75' reach	Hour	\$
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$
Mechanized Broom	Street Sweeper	Hour	\$
Water Truck	2000 Gallon	Hour	\$
Service/Fuel Truck	Multi	Hour	\$
Diesel Forklift, 5k	5K	Hour	\$
Personnel Forklift, 5k	5K	Hour	\$
Forklift 1	6000 lb	Hour	\$
Forklift 2	8000 lb	Hour	\$
Forklift 3	10,000 lb	Hour	\$
Forklift 4	15,000 lb	Hour	\$
Forklift 5	25,000-35,000 lb	Hour	\$
Extended Boom Forklift	44,000 lb	Hour	\$
Forklift Carpet Poles	N/A	Day	\$
Forklift Loading Ramps	N/A	Day	\$
Pallet Grabber	w/ Chains	Hour	\$
Pallet Jack	N/A	Hour	\$
Electric Pallet Jack	N/A	Hour	\$
Dock Plates	N/A	Day	\$
Straight Mast Forklift	Rough Terrain	Hour	\$
Shooting Boom Forklift, 5k	Rough Terrain, 5k	Hour	\$
Shooting Boom Forklift, 6k	Rough Terrain, 6k	Hour	\$
Shooting Boom Forklift, 8k	Rough Terrain, 8k	Hour	\$
Shooting Boom Forklift, 9k	Rough Terrain, 9k	Hour	\$
Shooting Boom Forklift, 10k	Rough Terrain, 10k	Hour	\$
Forklift Propane Tank	N/A	Day	\$
Portable Loading Dock (w/ ramp and stairs)	20 x 20	Hour	\$
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$
Soil Compactor, Towed Unit	Wacker	Hour	\$
Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$

Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	\$
Stump Grinder	Vermeer 60TX	Hour	\$
Chipper w/ 2 man crew	Morbark Storm	Hour	\$
Chipper/Mulcher (8" Throat)	Vermeer	Hour	\$
Chipper/Mulcher (12" Throat)	Vermeer	Hour	\$
12-Foot Tub Grinder	Morbark 1200/650 HP	Hour	\$
13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$
14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$
Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$
Air Curtain Refractory Incinerator	N/A	Hour	\$
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$
35T Lowboy Trailer (Equip.Transport w/ Tractor)	35 Ton	Hour	\$
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$
Truck Mounted Winch	Tow Truck	Hour	\$
Log Skidder	Cat 525B/JD 648E/G III	Hour	\$
Waste Collection Rear Loader Truck	N/A	Hour	\$
Vacuum Truck/Jetter	3500 Gallon	Hour	\$
Crash Truck w/Impact Attenuator	N/A	Hour	\$
Power Screen	N/A	Hour	\$
Stacking Conveyor	N/A	Hour	\$
Hauling Vehicles (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	\$
Dump Truck	16 to 24 CY	Hour	\$
Dump Truck	25 to 34 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$
Tractor w/ 42' Flatbed Trailer (Without Driver)	42' Flatbed (w/o Driver)	Hour	\$
Tractor w/ 42' Flatbed Trailer (With Driver)	42' Flatbed (w/ Driver)	Hour	\$
Flatbed Trailer Straight Truck (Without Driver)	26,000lb GWV	Hour	\$
Flatbed Trailer Straight Truck (With Driver)	26,000lb GWV	Hour	\$
Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	\$
Pickup Truck	3/4 Ton	Day	\$
Pickup Truck	1 Ton (4x4)	Day	\$
Box Truck	3/4 Ton	Day	\$
Utility Van	3/4 Ton	Day	\$
Passenger Van	9 Passenger	Day	\$
Passenger Car	Full size	Day	\$
Response Trailer	20 Foot	Day	\$
Response Trailer	30 Foot	Day	\$
Flatbed Trailer (40 ft)	GWV to 450	Day	\$
Mobile Fleet Repair	Equipment Config	Day	\$
Personnel/Equipment			
Project Operations Manager	Individual	Hour	\$
Superintendent with Cell/Truck	Individual	Hour	\$
Supervisor with Cell/Truck	Individual	Hour	\$
Foreman with Cell/Truck	Individual	Hour	\$
Inspector with Cell/Vehicle	Individual	Hour	\$
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$
Safety Superintendent	Individual	Hour	\$
Mechanic with Truck and Tools	Individual	Hour	\$
Climber with Gear	Individual	Hour	\$
Labor/Operator with Chainsaw/Tools/Cellphone	Individual	Hour	\$
Laborer with Tools/Cellphone	Individual	Hour	\$
Traffic Control Personnel with Radio	Individual	Hour	\$
Ticket Writers	Individual	Hour	\$
Survey Personnel with Vehicle	Individual	Hour	\$
Project Engineer	Individual	Hour	\$
Equipment Operator	Individual	Hour	\$
Truck Driver with cellphone and radio	Individual	Hour	\$
Security Person (Unarmed) with cellphone and radio	Individual	Hour	\$

Security Person (Armed) with cellphone and radio	Individual	Hour	\$
Administrative Assistant	Individual	Hour	\$
Clerical	Individual	Hour	\$
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	\$
Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	\$
Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	\$
Traffic Control, Temp Single Lane Closure	N/A	Hour	\$
Traffic Control, Temp Road Closure	N/A	Hour	\$
Weighing Scales, Truck, Certified	Portable	Hour	\$
Office Trailer	40 Foot	Day	\$
Storage Container	40 Foot	Day	\$
Portable Eyewash Station	OSHA Spec	Day	\$
First Aid Station	OSHA Spec	Day	\$
Portable Toilet (Port a John)	Single	Week	\$
Observation Tower	USACE Spec	Each	\$

Emergency Road Clearance - Initial 70-hour First Push Phase

Personnel & Equipment (Operator, fuel, maintenance included)

Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)		Hour	\$
Knuckleboom Loader Truck (Self-Loading-25-35 CY)		Hour	\$
Wheel Loader 2.5-3.0 cy Cat 930 /JD 544 / Vol L70		Hour	\$
Dump Truck (16 to 24 CY)		Hour	\$
Road Clearance Crew (2 chainsaw operators, 1 Flagger-Tosser, 1 Supervisor)		Hour	\$
Supervisor with Truck (1 man, will assist toss operations)		Hour	\$
Operators with Chainsaw (2 or 1 man crew, cut and toss)		Hour	\$
Laborer with Tools (1 man, toss)		Hour	\$
Traffic Control/Safety Personnel (2 man crew, as needed)		Hour	\$



May 10, 2021

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

Dear Councilmembers:

Re: Payments to Digital Engineering for Professional Services

Attached for your review and consideration are invoices from Digital Engineering for professional services in the total amount of \$2,024.50 as follows:

GIS Maintenance	\$1,164.00
Developer Plan/Spec Review (Preserve Ph. 1)	\$ 860.50

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

Sincerely,



Michael Reso
City Manager

MR:jk

May 4, 2021

Mr. Michael Reso
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2018)
Work Order No. 17 Developer Plan and Spec Review (FY21)
DE Invoice No.: 730-1000-95

Dear Mr. Reso:

Attached please find Invoice No. 95 for professional services on the above referenced project in the amount of **\$860.50** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING



L. Bruce Newton, P.E.
Executive Vice-President

LBN/chc

cc: Mr. Thomas P. Hickey

Enclosures

May 4, 2021
Project No: B7301000.00
Invoice No: 95

Michael Reso
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Project B7301000.00 Master Services Agreement

Professional Services from April 4, 2021 to May 1, 2021

Phase	017	Review Developer Plans and Spec FY21
Task	01	The Preserve Subdivision Ph. 1

Professional Personnel

	Hours	Rate	Amount
Shurley, Christina	4.00	97.00	388.00
Stein, John	4.50	105.00	472.50
Totals	8.50		860.50
Total Labor			860.50
		Total this Task	\$860.50
		Total this Phase	\$860.50
		Total this Invoice	\$860.50

BILLING LIMITS

Total Amount of Work Order	Previous Fee Billed	Total this Invoice	Remaining Balance
\$20,000.00	\$3,043.50	\$860.50	\$16,096.00

Billing Backup

Tuesday, May 4, 2021

Digital Engineering & Imaging, Inc.

Invoice 95 Dated 5/4/2021

Project	B7301000.00	Master Services Agreement		
Phase	017	Review Developer Plans and Spec FY21		
Task	01	The Preserve Subdivision Ph. 1		

Professional Personnel

			Hours	Rate	Amount	
0121	35 - Shurley, Christina	4/5/2021	1.00	97.00	97.00	
0121	35 - Shurley, Christina	4/12/2021	3.00	97.00	291.00	
0111	35 - Stein, John	4/7/2021	1.00	105.00	105.00	
0111	35 - Stein, John	4/8/2021	.50	105.00	52.50	
0111	35 - Stein, John	4/12/2021	2.50	105.00	262.50	
0111	35 - Stein, John	4/13/2021	.50	105.00	52.50	
Totals			8.50		860.50	
Total Labor						860.50

Total this Task	\$860.50
Total this Phase	\$860.50
Total this Project	\$860.50
Total this Report	\$860.50

May 4, 2021

Mr. Michael Reso
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2018)
Work Order No. 15 GIS Maintenance FY21
DE Invoice No.: 730-1000-94

Dear Mr. Reso:

Attached please find Invoice No. 94 for professional services on the above referenced project in the amount of **\$1,164.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING



L. Bruce Newton, P.E.
Executive Vice-President

LBN/chc

cc: Mr. Thomas P. Hickey

Enclosures

May 4, 2021
Project No: B7301000.00
Invoice No: 94

Michael Reso
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Project B7301000.00 Master Services Agreement

Professional Services from April 4, 2021 to May 1, 2021

Phase 015 GIS System Maintenance FY21

Professional Personnel

	Hours	Rate	Amount
Shurley, Christina	12.00	97.00	1,164.00
Totals	12.00		1,164.00
Total Labor			1,164.00
		Total this Phase	\$1,164.00
		Total this Invoice	\$1,164.00

BILLING LIMITS

Total Amount of Work Order	Previous Fee Billed	Total this Invoice	Remaining Balance
\$12,000.00	\$7,451.00	\$1,164.00	\$3,385.00

Billing Backup

Tuesday, May 4, 2021

11:48:21 AM

Digital Engineering & Imaging, Inc.

Invoice 94 Dated 5/4/2021

Project	B7301000.00	Master Services Agreement
Phase	015	GIS System Maintenance FY21

Professional Personnel

			Hours	Rate	Amount
0121	35 - Shurley, Christina	4/7/2021	1.50	97.00	145.50
0121	35 - Shurley, Christina	4/12/2021	1.00	97.00	97.00
0121	35 - Shurley, Christina	4/14/2021	3.00	97.00	291.00
0121	35 - Shurley, Christina	4/15/2021	2.50	97.00	242.50
0121	35 - Shurley, Christina	4/16/2021	1.00	97.00	97.00
0121	35 - Shurley, Christina	4/26/2021	2.00	97.00	194.00
0121	35 - Shurley, Christina	4/30/2021	1.00	97.00	97.00
Totals			12.00		1,164.00
Total Labor					1,164.00

Total this Phase	\$1,164.00
Total this Project	\$1,164.00
Total this Report	\$1,164.00

2021-155

Item No. 12.



May 10, 2021

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

Dear Councilmembers:

Re: Designations to Gulf Regional Planning Commission Board of Commissioners

Attached is correspondence from Paul Gavin, Gulf Regional Planning Commission Executive Director, regarding the term expiration of the City of Diamondhead appointment to the Board of Commissioners. Your consideration and approval for reappointment for an additional three (3) year term is greatly appreciated.

Thank you for your favorable consideration of this request.

Sincerely,



Michael Reso
City Manager

MR:jk



May 10, 2021

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

RE: Appointment to the Gulf Regional Planning Commission Board of Commissioners

Mayor Depreo:

Our records indicate that the term of the City of Diamondhead representative to the Gulf Regional Planning Commission, Mr. Michael Reso, will expire in June 2021. Mr. Reso has been a representative to our Board since June of 2018. We appreciate his dedicated service to our Board and his insight on regional issues. He has been a true leader on our Commission and is well respected among our Board members.

Per the statutory authority of the Commission, a City may appoint a member for a term of office for three (3) years. We request that the City submit formal documentation to re-appoint Mr. Reso as its representative or to make a new appointment.

We thank you for your continued support of our organization as the regional metropolitan planning organization and your attention to this matter. If you have any questions, please feel free to contact me at (228) 864-1167.

Sincerely,
GULF REGIONAL PLANNING COMMISSION

A handwritten signature in black ink, appearing to read 'P. Gavin', written in a cursive style.

Paul J. Gavin
EXECUTIVE DIRECTOR



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY
JOHN ROUNSAVILLE
EXECUTIVE DIRECTOR

May 6, 2021

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

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

Dear Mayor Depreo:

Enclosed are two grant agreements relative to the above-referenced grant. Please have both originals **executed and notarized**, 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, 2022**.

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

Sincerely,

A handwritten signature in blue ink that reads "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-20-05

This Grant Agreement ("Agreement"), dated as of April 8, 2021, 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 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislation appropriated One Million, Five Hundred Thousand Dollars (\$1,500,000) to assist the City of Diamondhead with its Commercial District Transformation Project; and

WHEREAS, pursuant to 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, 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, 2022. Any portion of the grant funds not disbursed before June 30, 2022 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 semi-annual reports, due October 15th and March 15th of the current fiscal year, on the status of the project; 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.

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.
- 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. 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.

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) 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: _____
John Rounsaville, Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF DIAMOUNDHEAD

By: _____
Nancy Depreo, Mayor

ATTEST:

**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, site work, underground utility costs and other eligible expenditures as approved by MDA at the approved project site located at the City’s West business district, including the extension of Park Ten Drive and Leisure Time Drive as referenced in the Project Update Information Packet in Diamondhead, Hancock County, Mississippi (“Project Site”). Internal labor will not be reimbursable.

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

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

Item 4- **Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed One Million, Five Hundred Thousand Dollars (\$1,500,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2022. Any grant funds not disbursed before June 30, 2022 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The Entity commits that it will make an investment in the Project of at least Three Hundred Thousand Dollars (\$300,000) to incentivize the development of the project.

Item 5- **Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the acquisition of the required property(s) for the development of the project by December 31, 2021; and (2) The Entity will complete the road improvements to Park Ten Drive and Leisure Time Drive by December 31, 2022 (“Performance Metric Commitments”).

In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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

Item 6- Address Notice:

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

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

City of Diamondhead, MS
Request for Council Action

TO: Honorable Mayor and Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

<u>ORDINANCE/RESOLUTION CAPTIONS or ISSUE:</u>
Create Steering Committee for Senior Center.
<u>SUMMARY BACKGROUND:</u>
<u>IMPACT IF DENIED:</u>
<u>IMPACT IF APPROVED:</u>
<u>FINANCIAL IMPACT:</u>

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

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



LeapCare Agreement Complete Care Managed Services

1. Terms of Agreement

This Agreement between **City of Diamondhead, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for four years.

- a) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

- b) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client’s office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client’s office.

Item	Included	Qty
Locations	Yes	2
Helpdesk/Reactive Support Team (remote)	Yes	26 users
vCIO, Network Admin, Central Services	Yes	26 users
Allworx Phone System Management	No	
Offsite Backup (file level) for server	No	
BDR (Backup and DR server)	Yes	See Appendix B
Mobile Device Mgmt Software (MDM)	No	
Office 365 email Management	Yes	26 users
Antivirus/Advanced Threat Protection	Yes	26 users
LeapGuard UTM (Unified Threat Manager)	Yes	1 UTMs
Managed Wireless access point(s)	Yes	8 Access Points
Security Awareness Training and Notices (electronic)	Yes	26 users
Remote PC Access	Yes	26 users

4. Backup Protected Equipment and Retention Policy

As stated in Appendix B

5. Additional Services

Hardware/System Support

AGJ shall provide support for currently installed hardware and software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and **all software be genuine and vendor-supported**. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. **Installation of new hardware and software is not included in this agreement.** Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client’s request at no additional charge.

Virtual CIO and Network Admin

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client’s future growth projections.

6. Excluded Services

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).
- 6) Office Telephone System support unless specified in section 3 (above).

- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

9. Fees and Payment Schedule

Fees for the first year will be \$2082 per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a monthly basis.

Fees will be increased 5% per year on the anniversary of this agreement. For example, year two will be the monthly price listed above plus an additional 5%.

All invoices are "Net 45" (due 45 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." AGJ requires a 50% deposit on all hardware/software at the time of purchase. The remainder of the hardware/software purchase amount is due when the equipment is delivered.

It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

10. Acceptance of Service Agreement

Item No. 15.

This Service Agreement covers only those services and equipment listed in section 3 (above).

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:



Nikki Johns AGJ Systems Date

Authorized Signature Client Date

Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED

Remote PC Management/Help Desk After Hours, Weekends and Holidays	\$150/hour
Remote Printer Management After Hours, Weekends and Holidays	\$150/hour
Remote Network Management After Hours, Weekends and Holidays	\$150/hour
Remote Server Management After Hours, Weekends and Holidays	\$150/hour
Onsite Labor After Hours, Weekends and Holidays	\$150/hour

Server Installations and Projects	\$135/hour
Software Deployment Projects	\$135/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$115/hour
New PC On Site Deployment	\$115/hour
Project Manager	\$135/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased by the client through AGJ will be Pre-configured (benched, 3 hours) at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above.

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Appendix B



Backup and Disaster Recovery For Managed Clients

1. Coverage

All services will be provided to the Client per their Complete Care Agreement.

1. Backup agreement covers the monitoring and support of the backup activity on the selected PCs, servers, and the backup appliance (BDR) listed in section 4 below.
2. Backup agreement covers maintenance, warranty, and at our discretion, replacement of leased backup appliance (BDR).

Limitation of Liability

In no event shall AGJ Systems be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Monitoring Services

AGJ Systems will provide ongoing monitoring of the backup solution indicated in section 4 (below). AGJ Systems will document and monitor all critical alerts, scans, and event resolutions related to the backup solution.

2. Backup Hardware/Software

AGJ Systems will monitor, manage, test, and maintain a backup and disaster recovery solution that provides local and offsite (cloud) image-based backups for the covered equipment (listed below). AGJ will maintain the warranty on the backup solution hardware provided. Restoration of files and other data recovery is not included in this contract.

All data is fully encrypted during transmission and while stored off-site. Upload speeds of 5 mb/s or greater are required for optimal off-site data transmission. Off-site transmission will be configured for off-peak hours (at night) when possible. Retention is subject to the capacity of the hardware and the amount of data generated by the client. AGJ estimates future capacity based on industry best practices.

3. Protected Equipment and Retention

LeapVault Pro is AGJ's onsite/offsite Backup and Disaster Recovery solution. It includes a leased BDR appliance (local repository with redundant storage that houses local backups) with continual monitoring. In the event of server failure, both onsite and offsite recovery solutions are available at client discretion. These solutions are designed to provide failover for your hardware while the server is repaired or the replacement is sourced. Backups are sent offsite nightly for cloud storage in case of a local disaster. Standard retention of nightly backups is 60 days onsite and 3 days in the cloud. AGJ performs quarterly backup restorations with business continuity testing.

AGJ Plan	Appliance Qty	Cloud Capacity/Retention	Local Retention	Equipment Covered
LeapVault Pro	1	Up to 2TB/3 Days	60 Days	2 Virtual Servers

2021-159

Item No. 16.



May 11, 2021

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

Dear Mayor and Council:

Re: Compensation for 2021 General Election – Election Commissioners, Poll Managers, Resolution Board and Clerk

I hereby recommend for your consideration and approval to establish the following compensation for the 2021 General Election:

- 25 Poll Managers/Workers and Resolution Board Training- 1 day each at \$25.00
- 3 Election Commissioners for 10 (5hr days) days at \$85.00 per day
- 3 Resolution Board Members 2 days each at \$125.00 per day
- 4 Poll Managers \$125.00 plus \$20 (precinct bag pick-up and return) Total \$145.00
- 12 Poll Workers \$125
- 4 Poll Workers \$125 plus \$10.00 (precinct bag return assistance) for a total of \$135.00
- 2 City Clerk/Deputy City 5 days at \$85.00 per day or compensatory time, if preferred

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

Sincerely,

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

Jeannie Klein
City Clerk

Diamondhead Dog Park Donations - Restricted Funds

Donor	Date		Check			Receipt	
	Delivered	Name	No.	Donation	Deposit	No.	
27	4/2/2021	Shirley Dorsey	1383	50.00	4/2/2021	3492	
28	4/2/2021	Amy Woo	5192	25.00	4/2/2021	3492	
29	4/2/2021	Howard Woo	583	100.00	4/2/2021	3492	
					175.00		
30	4/12/2021	Dorothy James	205	25.00	4/14/2021	3833	
					25.00		
31	4/16/2021	Charles Easler	2702	250.00	4/19/2021	3503	
					250.00		
32	5/11/2021	Fred & Judy Womac	4764	25.00	5/11/2021	3847	
					25.00		
		COUNCIL 5.18.21					475.00
		TOTAL Donations-to-Date		2,615.00			2,615.00



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

May 15, 2021

Mississippi Urban Forest Council
164 Trace Cove Drive
Madison, Mississippi 39110

RE: MS Tidelands Grant (*Mississippi Gulf Coast Arboretum* – Pilot Program)

Dear Ms. Yowell:

On behalf of the City of Diamondhead, I am pleased to confirm the city's commitment to partnering with the Mississippi Urban Forest Council as part of its proposed *Mississippi Gulf Coast Arboretum* project.

As you are aware, the City of Diamondhead is working to establish a dedicated system of urban green spaces that preserve natural habitats and where possible adds support for a comprehensive stormwater management approach for our community.

We are excited about the opportunity to work with the MS Urban Forest Council as part of this pilot project that will lead to one or more of these areas being certified as an Urban Arboretum.

Should this proposal be selected for funding, the City of Diamondhead will provide in-kind assistance in the form of staff time to support key aspects of this project.

We look forward to the successful positive outcomes that will flow from this project for our citizens and the greater Mississippi Gulf Coast.

Sincerely,

Michael J. Reso
City Manager
City of Diamondhead

Mississippi Gulf Coast Arboretum



Overview

The *Mississippi Gulf Coast Arboretum* is the means of celebrating, promoting, and conserving the iconic tree canopy that defines the region, is enjoyed by residents, and can be a valued draw for tourists from across the world. As defined, an arboretum is a site that supports a living collection of wood plants. The proposed *Mississippi Gulf Coast Arboretum* takes this basic concept and stretches it across the landscape of south Mississippi to highlight a collection of high-quality natural areas that are representative of the native coastal habitats for the region. The theme of this arboretum is native plant communities that, by definition, are naturally adapted to local conditions and thereby, resilient to impacts, especially from tropical storms and other natural disturbances.

Approach

Working with each of the Mississippi coast communities and community partners, the *Mississippi Urban Forest Council* proposes to develop a string of high-profile sites within each community, each of which will meet the requirements for both state and federal certification, and become demonstration sites for proper stewardship, restoration and resiliency. Many of these sites are already recognized as quality habitats, as part of existing trails, like the *Mississippi Coastal Birding Trail*, or systems of natural areas managed by government or non-profit organizations. This approach ensures commitment from municipalities that will support sustainability and the coast-wide approach toward tourism, embodied by Coastal Mississippi, the regional tourism destination management organization.

Benefits of the Project

- Provide workforce training to professionals and outreach to the public about best selections and care of native trees and shrubs.
- Urban forestry education for the public and students that will learn about the roles that trees play in healthy communities.
- Social benefits include: enhancing a place for people to gather, enjoy and use for exercise and other quality of life activities.
- Native trees and shrubs will provide food, shelter and habitat for wildlife.
- Native trees will enhance water quality within their respective watersheds.
- Sites along the trail can become destinations for nature tourists.

Mississippi Pollinator Project – Gulf Coast Proposal¹ Shrub Pollinator Garden at Hiller Park, Biloxi

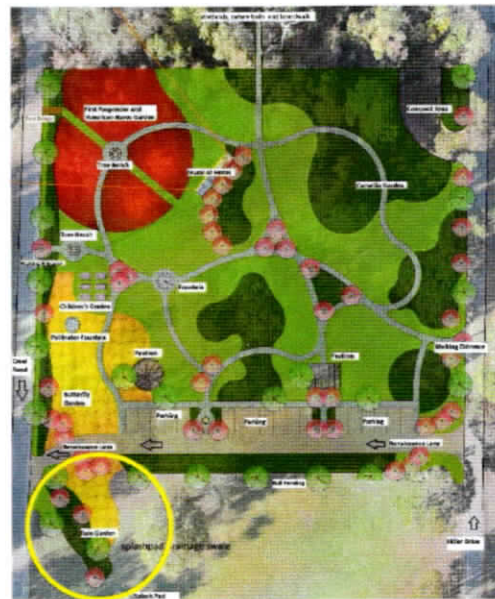
Overview

A wet grass swale that receives water runoff from a children's splash pad provides a unique opportunity to create a native tree and shrub raingarden that can also support insect pollinators. Located on the grounds of Hiller Park in Biloxi, this project would demonstrate an approach toward supporting the management of storm water runoff that also reduces the need for landscape maintenance. Working with the City of Biloxi's Parks and Grounds Department, this project would achieve multiple goals, including:

- alleviating the need to mow this wet area, that is currently maintained by hand cutting (weed eater) due to its wet condition;
- reduce management needs for this type of landscaping through the use of low-maintenance native plants;
- serve to treat the runoff from the adjacent splash pad and reduce impacts to the nearby watershed, and;
- serve as a source of host and nectar plants for a wide range of pollinators.

The wet portion of project area (~1,4000 square feet) would be planted with low-maintenance native wetland trees and shrubs, with an adjacent narrow (5 foot) dryer boarder of native perennial and annual flowering plants, all of which serve to support pollinator and beneficial insects. Both of these elements of the project would require minimal maintenance.

This area is located adjacent to the Renaissance Garden that is managed by the Renaissance Garden Foundation. This group is dedicated to the propagation and cultivation of plants of all kinds and is devoted to education and outreach. Along with a number of additional volunteer-based groups, this project can become a demonstration and focal point for ongoing training and outreach about how to create similar beneficial habitats in wetland and upland sites at other public areas that benefit pollinators, and at times water quality.



Details

The elongated swale area is estimated to cover 1,400 square feet and will be planted with a combination of wetland trees, small shrubs and herbaceous plants. Trees will include Sweetbay Magnolia (*Magnolia virginiana*), Black Gum (*Nyssa biflora*), and Pond Cypress (*Taxodium ascendense*). Shrubs will include Buttonbush (*Cephalanthus occidentalis*), Virginia Willow (*Itea virginica*), Black Elderberry (*Sambucus nigra*) and Groundsel (*Baccharis halimifolia*), all four of

¹ Prepared by Mark W. LaSalle for the MS Urban Forest Council

which will achieve heights of about 6-8 feet. Additional wet-tolerant herbaceous plants, including Joe-Pye Weed, Hibiscus, and Milkweed, will also be placed within this footprint along the edges. A narrow, 5-foot-wide band of dryer ground around the perimeter of the swale will be planted with a combination of perennial and annual native flowering plants that will serve as a “no-mow” zone. This area will be initially seeded with a range of spring, summer, and fall-flowering native species, including species of Salvia, milkweed, goldenrod, and other nectar and host plants. Once established, the tree and shrub portion of the site should require little, if no maintenance, beyond initial control for invasive grasses (the first year). The “no-mow” zone would require an annual “cutdown” during late winter to manage dead material.



Partners

In addition to the volunteers from the Renaissance Garden Foundation, other partner groups and volunteers include the Master Gardeners of Harrison County, airmen from Keeler Air Force Base, staff and veterans from the Gulf Coast Veterans Health Care System, and teachers and students from local schools.

Outcomes, Products and Activities

As with all projects in this national effort, ongoing outreach and training will be made available, focused on:

- promoting the value of pollinators and beneficial insects;
- the use of a diversity of plant materials, especially low-maintenance native species, and;
- improve water quality flowing into Back Bay.

Products developed through this effort will include:

- a brief (6-8 page) “How-To” guide that describes the process and ways and means of establishing this type of garden;
- an educational sign that provides information about the value of the plants used at the site: e.g., a visual representation, with brief details, of the kinds of pollinators that utilize the key species that are present.

Activities will include:

- workdays during the establishment of the site, utilizing volunteers from partner organizations, and;
- short (1-2 hour) on-site workshops that provide first-hand learning experiences for a variety of audiences, including educators, community leaders, and the general public.

Garden Establishment Schedule

- Herbicide treatment of existing grass cover (late February)
- Planting of shrubs (early March)
- Planting of herbaceous plants (late March)
- Learning Activities (April-May and beyond)

Proposed Shrub Pollinator Garden at Hiller Park, Biloxi – Page 2 of 2

2021-163

Item No. 19.



May 10, 2021

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

Dear Councilmembers:

Re: Channel Stabilization at Alkii Way – NRCS Grant Funded Project

Attached for your review and consideration are the engineer’s recommendation and bid tabulation for the Channel Stabilization at Alkii Way. It is my recommendation to accept and award to ERS, Inc. the low bid in the amount of \$342,905.00.

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

Sincerely,


Michael Reso
City Manager

MR:jk

May 13, 2021

Michael J. Reso, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Sent via Email to:

**Re: Bid Award Recommendation
NRCS Grant – Channel Stabilization at Diamondhead Drive @ Alkii Way NR204423XXXXC080**

Dear Mr. Reso:

Bids on the referenced project were received and opened at 10:00 AM on Wednesday, May 12, 2021, in the City Hall of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi. Enclosed please find a certified tabulation (1 page) of the bids received.

After review of the bids received, we noted that ERS, Inc. was the lowest bidder for the Base Bid only as well as the Base Bid plus Alternate One (1). The Base Bid only bid amount was for \$342,905.00. The Base Bid Plus Alternate One (1) was for \$279,185.00. 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 award the Base Bid alone or the Base Bid plus the Alternate One (1) Bid. The Construction Contract will be awarded to the lowest and best, responsive, responsible bidder based on the Bid Combination as selected by the owner.”

Per the paragraph above, it is Pickering’s recommendation that the bid submitted by ERS, Inc. be accepted as the successful bid for either Base Bid only as well as the Base Bid plus Alternate One (1). Should the City of Diamondhead opt to only award the work in the Base Bid, this award amount will equal \$342,905.00. Should the City of Diamondhead opt to award Base Bid Plus Alternate One (1), this award amount will equal \$279,185.00.

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

Sincerely,
PICKERING FIRM, INC.



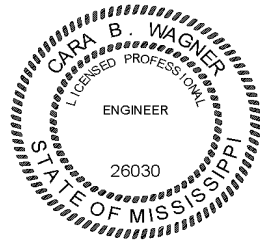
Cara Wagner, PE

BASE BID				Engineers's Estimate Pickering Firm, Inc. 126 Rue Magnolia Biloxi, MS 39531		ERS, Inc. 1635 Lelia Drive, Suite 202 Joackson, MS 39216 COR No. 09317-MC		Twin L Construction, Inc. 8292 Firetower Road Pass Christian, MS 39571 COR No. 08365-MC		JLB Constructors, LLC 21294 Johnson Road Long Beach, MS 39560 COR No. 21884-MC		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470 COR No. 13111-MC	
Item No.	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
4-1	CHANNEL CLEARING & SHAPING	LF	780	\$ 6.00	\$ 4,680.00	\$ 62.00	\$ 48,360.00	\$ 24.15	\$ 18,837.00	\$ 20.00	\$ 15,600.00	\$ 57.00	\$ 44,460.00
5-1	POLLUTION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,004.15	\$ 8,004.15	\$ 10,000.00	\$ 10,000.00	\$ 9,532.00	\$ 9,532.00
6-1	SEEDING, SPRIGGING, & MULCHING	AC	0.19	\$ 3,000.00	\$ 570.00	\$ 2,000.00	\$ 380.00	\$ 4,446.75	\$ 844.88	\$ 5,000.00	\$ 950.00	\$ 6,644.00	\$ 1,262.36
6-2	EROSION CONTROL BLANKET	SY	920	\$ 3.00	\$ 2,760.00	\$ 6.00	\$ 5,520.00	\$ 8.90	\$ 8,188.00	\$ 3.00	\$ 2,760.00	\$ 2.35	\$ 2,162.00
7-1	CONSTRUCTION SURVEY	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,352.50	\$ 6,352.50	\$ 10,000.00	\$ 10,000.00	\$ 7,292.00	\$ 7,292.00
8-1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 5,700.00	\$ 5,700.00	\$ 13,000.00	\$ 13,000.00	\$ 19,057.50	\$ 19,057.50	\$ 25,000.00	\$ 25,000.00	\$ 33,325.00	\$ 33,325.00
11-1	REMOVAL OF WATER	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,069.75	\$ 12,069.75	\$ 7,500.00	\$ 7,500.00	\$ 37,140.00	\$ 37,140.00
21-1	COMMON EXCAVATION (REMOVED FROM SITE) (LVM)	CY	100	\$ 15.00	\$ 1,500.00	\$ 30.00	\$ 3,000.00	\$ 19.05	\$ 1,905.00	\$ 13.00	\$ 1,300.00	\$ 69.00	\$ 6,900.00
21-2	UNCLASSIFIED EXCAVATION (PM)	CY	825	\$ 15.00	\$ 12,375.00	\$ 22.00	\$ 18,150.00	\$ 19.05	\$ 15,716.25	\$ 7.00	\$ 5,775.00	\$ 25.00	\$ 20,625.00
23-1	EARTHFILL (OFF-SITE) (LVM)	CY	180	\$ 20.00	\$ 3,600.00	\$ 24.00	\$ 4,320.00	\$ 19.05	\$ 3,429.00	\$ 20.00	\$ 3,600.00	\$ 48.00	\$ 8,640.00
66-1	CONCRETE PAVED DITCH (PM)	CY	290	\$ 500.00	\$ 145,000.00	\$ 755.00	\$ 218,950.00	\$ 800.40	\$ 232,116.00	\$ 1,000.00	\$ 290,000.00	\$ 780.00	\$ 226,200.00
66-2	LOOSE ROCK RIP RAP, 300 LB	SY	115	\$ 135.00	\$ 15,525.00	\$ 115.00	\$ 13,225.00	\$ 166.45	\$ 19,141.75	\$ 140.00	\$ 16,100.00	\$ 127.00	\$ 14,605.00
TOTAL - BASE BID					\$ 206,710.00		\$ 342,905.00		\$ 345,661.78		\$ 388,585.00		\$ 412,143.36

ALTERNATE 1: ARTICULATED CONCRETE BLOCK IN LIEU OF CONCRETE LINED CHANNEL				Engineers's Estimate Pickering Firm, Inc. 126 Rue Magnolia Biloxi, MS 39531		ERS, Inc. 1635 Lelia Drive, Suite 202 Joackson, MS 39216		Twin L Construction, Inc. 8292 Firetower Road Pass Christian, MS 39571		JLB Constructors, LLC 21294 Johnson Road Long Beach, MS 39560		ERS, Inc. 1635 Lelia Drive, Suite 202 Joackson, MS 39216	
Item No.	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
DEDUCTIVE													
66-1	CONCRETE PAVED DITCH (PM)	CY	290	\$ 500.00	\$ 145,000.00	\$ 755.00	\$ 218,950.00	\$ 800.40	\$ 232,116.00	\$ 1,000.00	\$ 290,000.00	\$ 780.00	\$ 226,200.00
ADDITIVE													
65-1	ARTICULATED CONCRETE BLOCK, SD-475 OPEN CELL	SF	16,340	\$ 10.00	\$ 163,400.00	\$ 9.50	\$ 155,230.00	\$ 13.60	\$ 222,224.00	\$ 11.50	\$ 187,910.00	\$ 14.00	\$ 228,760.00
TOTAL - ALTERNATE 1 BID					\$ 18,400.00		\$ (63,720.00)		\$ (9,892.00)		\$ (102,090.00)		\$ 2,560.00

OPTIONS FOR BID AWARD: BASE BID - OR - BASE BID PLUS ALTERNATE ONE (1)

BASE BID	\$ 206,710.00	\$ 342,905.00	\$ 345,661.78	\$ 388,585.00	\$ 412,143.36
BASE BID PLUS ALTERNATE ONE (1)	\$ 225,110.00	\$ 279,185.00	\$ 335,769.78	\$ 286,495.00	\$ 414,703.36



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 MAY 12, 2021 AT 10:00 A.M. FOR THE SUBJECT PROJECT IN DIAMONDHEAD, MS.

Cara Wagner
5/13/2021
CARA WAGNER, LICENSED PROFESSIONAL ENGINEER



2021-16
Item No.21.

May 14, 2021

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

Dear Councilmembers:

Re: City Hall Parking Lot Improvements

Approval is hereby requested to advertise for Request for Proposals for the City Hall Parking Lot Improvement Project.

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

Sincerely,

Michael Reso
City Manager

MR:jk



May 14, 2021

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

Dear Councilmembers:

Re: FEMA Project Worksheet for canal dredging

After consulting with Rostan Solutions, our Disaster Consultants, it is my recommendation to withdraw the FEMA project worksheet for canal dredging. Our consultants concluded there has been insignificant sediment increase according the recent hydrographic study when compared the previous study in 2013.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Reso', is written over the printed name.

Michael Reso
City Manager

MR:jk

May 14, 2021

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

Dear Councilmembers:

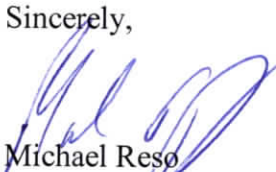
Re: Declare emergency expenditures

It is my recommendation to declare the following emergency expenditures pursuant to MS Code 21-35-19 for professional engineering services under the Master Service Agreement:

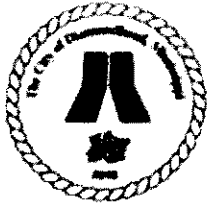
1. Anchor Qea, LLC in the amount of \$16,000 for survey canals for Hurricane Zeta impact. This assignment was necessary to meet FEMA damage reporting deadline.
2. Pickering Firm in the amount of \$42,600 for the Culvert Rehabilitation Project at Makiki Way. The recent rain storm caused a home to flood.

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

Sincerely,


Michael Reso
City Manager

MR:jk



City of Diamondhead, MS

Docket of Claims Register

Item No.27.

APPKT01516 - 05.18.2021 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT158421	Anthony Gambino	05/18/2021	05112021	REGISTRATION FEES	001-200-615.00	Travel & Training	473.60
DKT158422	Cash	05/18/2021	APRIL, 2021	RECONCILIATION OF PETTY CASH	001-140-693.00 001-140-650.00 001-280-611.00	Other - Elections Promotions Postage	202.07 10.00 185.62 6.45
DKT158423	Coast Electric Power Association	05/18/2021	APRIL 021 APRIL 022 APRIL 023 APRIL 024 APRIL 025	MONTHLY ELECTRIC BILL	001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00	Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other	275.49 36.90 126.01 36.90 36.90 38.78
DKT158424	Cspire Internet Service	05/18/2021	1638386	INTERNET & PHONE RENTAL FOR THE MONTH OF MAY	001-140-612.00 001-140-643.00	Internet Rent - Phone System	659.18 208.99 450.19
DKT158425	Deep South Equipment Company	05/18/2021	N09602 N09629	SERVICE TO BACKHOE EQUIPMENT REPAIRS	001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00 001-301-635.00	Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services	1,594.21 274.00 20.55 8.00 50.00 0.66 5.94 58.40 411.00 708.09 30.83 8.00 18.74
DKT158426	Diamondhead Property Owners Association Inc	05/18/2021	DEC, 2020	REPAYMENT OF VOIDED CHECK FROM HANCOCK BANK ACCOUN	001-301-640.00	Rentals	1,000.00

Docket of Claims Register - Council

APPKT01516 - 05. Item No.27. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158427	Diaz Brothers Printing	05/18/2021	3927	WARNING CITATIONS	001-200-621.00	Printing & Binding	165.00	345.00
			3961	BUSINESS CARDS	001-200-621.00	Printing & Binding	75.00	
			3962	BUSINESS CARDS -- RON JONES	001-280-621.00	Printing & Binding	40.00	
			3971	PLAN RENDERING	001-140-621.00	Printing & Binding	65.00	
DKT158428	Digital Engineering and Imaging Inc	05/18/2021	730-1000-94	WORK ASSIGNMENT #017	001-280-602.00	Professional Fees - Engineering	1,164.00	2,024.50
			730-1000-95	MONTHLY MAINTENANCE TO GIS SYSTEM	001-301-601.00	Professional Fees - Consulting	860.50	
DKT158429	Dixieland Home Farm and Garden Center Inc	05/18/2021	434020	REPAIRS	001-301-501.00	Supplies	50.00	337.88
			435459	55 GALLON DRUMS	001-301-501.00	Supplies	287.88	
DKT158430	Enmon Enterprises	05/18/2021	MGC05210093	MONTHLY CONTRACT FOR MAY	001-140-681.00	Other Services & Charges	2,100.00	2,100.00
DKT158431	Eric Nolan	05/18/2021	04302021	ARBORIST SERVICES	001-280-681.00	Other Services & Charges	100.00	300.00
			04302021-0296		001-280-681.00	Other Services & Charges	100.00	
			05112021	ARBORIST SERVICE -- 5581 DH DRIVE EAST	001-280-681.00	Other Services & Charges	100.00	
DKT158432	Fuelman	05/18/2021	NP60023963	FOR THE WEEK ENDING 05.02.2021	001-140-525.00	Fuel	52.74	1,358.53
					001-200-525.00	Fuel	589.06	
			NP60070540	FOR THE WEEK ENDING 05.09.2021	001-200-525.00	Fuel	682.45	
					001-280-525.00	Fuel	34.28	
DKT158433	George Blair Attorney	05/18/2021	APRIL, 2021	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00	1,000.00
DKT158434	Hancock County Chamber of Commerce	05/18/2021	DH 4 2021	DIGITAL MARKETING & PUBLIC RELATIONS -- APRIL 2021	001-140-605.00	Professional Fees - IT	1,000.00	1,000.00
DKT158435	Hancock County Sheriffs Office	05/18/2021	2021-DH-004H	INMATE HOUSING FOR APRIL 2021	001-200-689.00	Prisoner's Expense	840.00	27,422.83
				INTERLOCAL AGREEMENT FOR WEEK ENDING 04.24.2021	001-200-690.00	Interlocal Agreement	961.54	
			2021-DHLE-009		001-110-681.00	Other Services & Charges	158.18	
					001-200-690.00	Interlocal Agreement	25,463.11	

Docket of Claims Register - Council

APPKT01516 - 05. Item No.27.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158436	Hancock County Solid Waste	05/18/2021	980	RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	39,618.50	39,618.50
DKT158437	Kirks Tire Pros	05/18/2021	50140 50141	NEW TIRES FOR POLICE UNITS TIRE REPAIR	001-200-635.00 001-200-635.00	Professional Fees - R&M Outside Services Professional Fees - R&M Outside Services	657.15 15.00	672.15
DKT158438	Lowe's Home Improvement	05/18/2021	61680	PVC FITTINGS	001-301-501.00 001-301-501.00	Supplies Supplies	3.92 8.04	11.96
DKT158439	MS Department of Public Safety	05/18/2021	APRIL, 2021	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	194.80	194.80
DKT158440	MS Power Company	05/18/2021	MAY, 2021	SURVEILLANCE CONTRACT FOR MAY 17 OF 60	001-200-681.00	Other Services & Charges	1,265.00	1,265.00
DKT158441	Municipal Code Corporation	05/18/2021	00353663	MUNICODE MEETINGS SUBSCRIPTION RENEWAL	001-140-605.00	Professional Fees - IT	3,800.00	3,800.00
DKT158442	Napa of Bay St Louis	05/18/2021	285923	BATTERY CHARGER AND ANTIFREEZE	001-301-501.00 001-301-505.00	Supplies FF&E Non-Capitalized	39.98 180.00	219.98
DKT158443	Ochsner Clinic Foundation	05/18/2021	34165	EMPLOYEE DRUG SCREENING FOR EMPLOYMENT	001-301-698.00	Misc. Services - Drug Testing & Other	50.00	50.00
DKT158444	Orion Planning and Design	05/18/2021	3235 3236 3237 3238 3239	Consulting services 25 yr Comp plan PROJECT #3 - ALOHA COMMERCIAL DISTRICT REGULATING PROJECT 1 -- GATEWAY TO DIAMONDHEAD DOG PARK DESIGN AND DEVELOP STANDARDS FOR SHORT AND LONG TERM RENTALS	001-140-601.00 001-280-602.00 001-301-602.00 001-301-602.00 001-280-602.00	Professional Fees - Consulting Professional Fees - Engineering Professional Fees - Engineering Professional Fees - Engineering Professional Fees - Engineering	2,068.61 2,025.32 5,857.50 165.00 1,278.75	11,395.18
DKT158445	RAY H STIEFFEL	05/18/2021	05052021	CASH BOND REPAYMENT	650-110-110.00	Court Bond Holding	18.00	18.00
DKT158446	Rotary Club of Bay St Louis	05/18/2021	CHILI	CHILI/MAC & CHEESE COOK-OFF	001-140-650.00 001-140-650.00	Promotions Promotions	50.00 100.00	150.00

Docket of Claims Register - Council

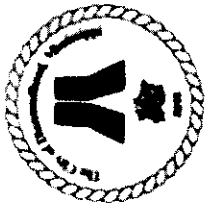
APPKT01516 - 05. Item No.27. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158447	Southern Printing	05/18/2021	211367	POLICE UNIFORMS	001-200-535.00	Uniforms	97.00	97.00
DKT158448	State Treasurer	05/18/2021	APRIL, 2021	COURT ASSESSMENT/FINE FOR	650-110-131.00 650-110-131.01	State Assessments Payable Court Bond Fees Payable	3,039.99 20.21	3,060.20
DKT158449	Sun Coast Business Supply	05/18/2021	1280634-0	OFFICE SUPPLIES	001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-510.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-510.00 001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00	Supplies Supplies Supplies Supplies Supplies Cleaning & Janitorial Supplies Supplies Supplies Supplies Supplies Supplies Cleaning & Janitorial Supplies Supplies Supplies Supplies	2.66 1.47 1.47 17.20 2.64 25.89 12.57 17.12 6.81 30.52 5.86 15.21 10.49 11.40 11.40 9.71	182.42
DKT158450	Tangipahoa Sheriff Department	05/18/2021	05032021	SHOW CAUSE SUMMONS DELIVERY COST	001-110-681.00	Other Services & Charges	54.30	54.30
DKT158451	Timothy A Kellar Chancery Clerk	05/18/2021	APRIL, 2021	TAX SALE REDEMPTIONS FOR APRIL	001-140-694.00	Collection Fees	720.00	720.00
DKT158452	TransUnion Risk and Alternative Data Solutions Inc	05/18/2021	5859551-202104-1	TLOxp FOR APRIL	001-110-681.00	Other Services & Charges	75.00	75.00
DKT158453	UMB Card Services	05/18/2021	05122021	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00 001-140-623.00	Membership Dues/Fees Membership Dues/Fees	45.00 14.99	609.99
			24204293G05T4XB32	STR REPORT	001-653-601.00	Professional Fees - Consulting	550.00	

Docket of Claims Register - Council

APPKT01516 - 05. Item No.27.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158454	UniFirst Corporation	05/18/2021	105 0936410	UNIFORM RENTAL FOR THE WEEK ENDING 05.02.2021	001-301-535.00	Uniforms	131.29	252.98
			105 0937526	UNIFORM RENTAL FOR THE WEEK ENDING 05.10.2021	001-301-535.00	Uniforms	121.69	
DKT158455	Unifirst First Aid Corp	05/18/2021	A600247-IN	LOST CHECK -- REISSUE PAYMENT	001-301-501.00	Supplies	12.86	152.46
			A600416	FIRST AID SUPPLIES	001-200-501.00	Supplies	49.79	
			A600417	FIRST AID CABINET	001-301-501.00	Supplies	89.81	
DKT158456	WageWorks	05/18/2021	0421-DR42799	COBRA PAYMENT FOR APRIL	001-140-625.00	Insurance	40.00	40.00
Total Claims: 36							Total Payment Amount:	102,733.21



City of Diamondhead, MS

Docket of Claims Register - Council

APPKT01499 - April 2021 Payroll Payables

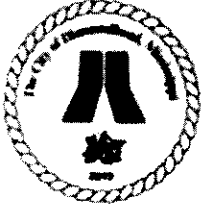
By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158408	Blue Cross Blue Shield of MS	04/07/2021	INV0003957	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	6,553.33	13,106.65
		04/21/2021	INV0003980		650-140-112.00	BCBS Withheld/Payable	6,553.32	
DKT158409	Colonial Life	04/07/2021	INV0003944	EE PREMIUM	650-140-113.00	Colonial Withheld	72.76	1,325.94
			INV0003945	Critical Illness	650-140-113.00	Colonial Withheld	160.96	
			INV0003946	EE Premium	650-140-113.00	Colonial Withheld	38.14	
			INV0003947	EE PREMIUM	650-140-113.00	Colonial Withheld	18.17	
			INV0003948	EE PREMIUM	650-140-113.00	Colonial Withheld	108.59	
			INV0003949	EE PREMIUM	650-140-113.00	Colonial Withheld	92.01	
			INV0003950	EE PREMIUM	650-140-113.00	Colonial Withheld	172.34	
		04/21/2021	INV0003967	EE PREMIUM	650-140-113.00	Colonial Withheld	72.76	
			INV0003968	Critical Illness	650-140-113.00	Colonial Withheld	160.96	
			INV0003969	EE Premium	650-140-113.00	Colonial Withheld	38.14	
			INV0003970	EE PREMIUM	650-140-113.00	Colonial Withheld	18.17	
			INV0003971	EE PREMIUM	650-140-113.00	Colonial Withheld	108.59	
			INV0003972	EE PREMIUM	650-140-113.00	Colonial Withheld	92.01	
			INV0003973	EE PREMIUM	650-140-113.00	Colonial Withheld	172.34	
DKT158410	Guardian	04/07/2021	INV0003952	ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	10.64	841.28
			INV0003953	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	2.05	
			INV0003954	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	242.52	
			INV0003955	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	81.80	
			INV0003956	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	45.66	
			INV0003975	ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	10.60	
		04/21/2021	INV0003976	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	2.04	
			INV0003977	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	304.10	
			INV0003978	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	81.80	
			INV0003979	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	60.07	
DKT158411	Internal Revenue Service	04/21/2021	INV0003986	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	5,171.24	9,261.44
			INV0003987		650-140-122.01	Medicare Withheld/Payable	1,209.42	
			INV0003988		650-140-123.00	Federal Withholding Tax	2,880.78	

Docket of Claims Register - Council

APPKT01499 - April 2021 Payroll Payables

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158412	Internal Revenue Service	04/07/2021	INV0003963	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	5,156.00	9,266.26
			INV0003964		650-140-122.01	Medicare Withheld/Payable	1,205.84	
			INV0003965		650-140-123.00	Federal Withholding Tax	2,904.42	
DKT158413	Internal Revenue Service	04/01/2021	INV0003941	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	366.80	461.33
			INV0003942		650-140-122.01	Medicare Withheld/Payable	85.78	
			INV0003943		650-140-123.00	Federal Withholding Tax	8.75	
DKT158414	Morgan White Group	04/07/2021	INV0003959	Morgan White	650-140-112.01	Morgan White Payable	640.71	1,281.22
			INV0003982		650-140-112.01	Morgan White Payable	640.51	
DKT158415	MS Department of Human Services	04/07/2021	INV0003961	M Ladner	650-140-106.00	Garnishment Withheld	223.86	223.86
DKT158416	MS Department of Human Services	04/21/2021	INV0003984	M Ladner	650-140-106.00	Garnishment Withheld	223.86	223.86
DKT158417	MS Department of Revenue Payroll	04/01/2021	INV0003940	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax	3.00	2,398.00
			INV0003962		650-140-134.00	State Withholding Tax	1,201.00	
			INV0003985		650-140-134.00	State Withholding Tax	1,194.00	
DKT158418	Symantec Corporation	04/07/2021	INV0003958	LifeLock	650-140-113.03	Identity Theft-Life Lock Payable	20.99	41.96
			INV0003981		650-140-113.03	Identity Theft-Life Lock Payable	20.97	
DKT158419	Systematized Benefits and Administrators Inc	04/07/2021	INV0003951	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable	3,375.00	6,750.00
			INV0003974		650-140-110.00	Deferred Compensation Withheld/Payable	3,375.00	
DKT158420	Teladoc	04/07/2021	INV0003960	Teladoc	650-140-112.02	Teledoc Payable	44.50	88.76
			INV0003983		650-140-112.02	Teledoc Payable	44.26	
Total Claims: 13							Total Payment Amount:	45,270.56

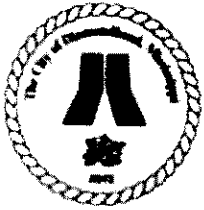


City of Diamondhead, MS

PROCLAIM
 Item No.28.
Payroll Check Register
Report Summary
 Pay Period: 3/29/2021-4/11/2021

Packet: PYPKT01110 - 04.21.2021 Regular Payroll
 Payroll Set: DiamondHead - DH

Type	Count	Amount
Regular Checks	1	435.28
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	32	30,072.87
Total	33	30,508.15



City of Diamondhead, MS

Packet: PYPKT01115 - 05.01.2021 Monthly
Payroll Set: DiamondHead - DH

PROCLAIMED DAY
Item No.28.

Payroll Check Register Report Summary

Pay Period: 4/1/2021-4/30/2021

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	6	2,720.31
Total	6	2,720.31



City of Diamondhead, MS

PRCLAIM 205

Item No.28.

Payroll Check Register

Report Summary

Pay Period: 4/12/2021-4/25/2021

Packet: PYPKT01118 - 05.05.2021 Regular Payroll
 Payroll Set: DiamondHead - DH

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	32	30,797.73
Total	32	30,797.73

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statements
Coversheet to Monthly Budget Report
For the Month Ended April 30, 2021

ALL FUNDS HIGHLIGHTS

*Revenue:	<u>Current Year</u>	<u>Prior Year</u>
Total YTD Revenue	\$ 4,465,731	\$ 4,419,763
Total Budget	\$ 10,126,844	\$ 7,777,954
% Actual to Budget	44.1%	56.8%
Current Month % to Fiscal Year	58.3%	58.3%

*Expenses YTD Activity:	<u>Current Year</u>	<u>Last Year</u>
Total YTD Expenses Actual Activity	\$ 5,218,012	\$ 3,851,508
Total YTD Expenses Activity w/ Encumbrances	\$ 5,770,501	
Total Budget	\$11,819,880	\$ 9,444,004
% Actual to Budget	44.1%	40.8%
% Actual w/ Encumbrances to Budget	48.8%	
Current Month % to Fiscal Year	58.3%	58.3%

* Excludes Other Financing Sources and Uses

Hancock Bank Account Balances as of: April 30, 2021

General Bank Acct:	\$ 4,268,190	Unrestricted	\$ 2,709,264
Accounts Payable Clearing:	10,843	Fiduciary Fund	10,926
Payroll Clearing:	24,065	Solid Waste	135,139
Contingency Operating Fund:	27,528	Fire Fund	
Fire Department Fund:		Grant Funds	1,379,236
		MS Infrastructure	96,061
TOTAL	\$ 4,330,626		\$ 4,330,626

Fund Activity	<u>YTD Actual</u>	<u>YTD Actual w/ Encumbrances</u>	<u>Total Budget</u>
001 - General Fund	\$ (1,230,099)	\$ (1,620,246)	\$ (1,617,370)
104 - MS Infrastructure Modification Fund	\$ 95,700	\$ 95,700	\$ (36)
108 - Grant - TIP - East Aloha Widening	\$ 16,890	\$ 16,890	\$ (2,824)
112 - Grant - Tidelands FY19 MontJoy	\$ 1,118	\$ (19,219)	\$ -
113 - Grant - GRPC Multi Modal Path	\$ -	\$ -	\$ (20,000)
114 - Grant - GRPC Commercial Connect	\$ 32,669	\$ 32,669	\$ -
115 - Grant- Tidelands FY20 Rotten Ba	\$ -	\$ (79,500)	\$ -
116 - Grant- NRCS-Emergency Waters	\$ (20,595)	\$ (50,600)	\$ (61,250)
117 - Grant- MDA-SMLP East Aloha Im	\$ (1,470)	\$ (33,970)	\$ (30,000)
156 - Grant- GCRF-MDA Commercial C	\$ 300,000	\$ 300,000	\$ -
401 - Solid Waste Fund	\$ 76,335	\$ 76,335	\$ 38,070
701 - Fire Department Fund	\$ (22,829)	\$ (22,829)	\$ 374
TOTAL Surplus (Deficit)	\$ (752,281)	\$ (1,304,770)	\$ (1,693,036)

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statement
Grants Fund Breakdown
For the Month Ended April 30, 2021

Fund Balances

<u>Expense</u>	<u>Prior Year</u>		<u>YTD Actual w/ Encumbrances</u>	<u>Total Budget</u>	<u>YTD % Used</u>
	<u>Project Totals</u>	<u>YTD Actual</u>			
108 - East Aloha Widening FY18	\$ 221,584	-	-	19,714	0%
112 - Tidelands Grant FY19	\$ 5,959	2,838	23,174	332,550	7%
113 - GRPC Multi Modal Path Grant		-	-	100,000	0%
114 - GRPC Commercial Connectivity Stur	\$ 74,747				0%
115 - Grant- Tidelands FY20 Rotten Bayou Public Acces		1,750	81,250	250,000	33%
116 - NRCS-Emergency Watershed Protection Grant		20,595	50,600	400,600	13%
117 - Grant- MDA-SMLP East Aloha Improvement		1,470	33,970	180,000	19%
156 - Grant- GCRF-MDA Commercial District Transforma		-	-	1,500,000	0%
TOTAL EXPENSES YTD	\$ 302,290	\$ 26,653	\$ 188,994	\$ 2,782,864	7%
Revenue					
108 - East Aloha Widening FY18	\$ 191,416	16,890	16,890	16,890	100%
112 - Tidelands Grant FY19	\$ 4,841	3,955	3,955	332,550	1%
113 - GRPC Multi Modal Path Grant	\$ 20,000	-	-	80,000	0%
114 - GRPC Commercial Connectivity Stur	\$ 42,129	32,669	32,669	-	0%
115 - Grant- Tidelands FY20 Rotten Bayou Public Acces		1,750	1,750	250,000	1%
116 - NRCS-Emergency Watershed Protec	\$ 61,250	-	-	339,350	0%
117 - Grant- MDA-SMLP East Aloha Imprc	\$ 30,000	-	-	150,000	0%
156 - Grant- GCRF-MDA Commercial District Transforma		300,000	300,000	1,500,000	20%
TOTAL REVENUE YTD	\$ 349,637	\$ 355,263	\$ 355,263	\$ 2,668,790	13%
Department Total Surplus (Deficit)	\$ 47,347	\$ 328,611	\$ 166,270	\$ (114,074)	



City of Diamondhead, MS

Income Statement Group Summary

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - NON DEPARTMENTAL						
20 - TAXES	2,923,700.00	2,923,700.00	100,361.72	2,348,648.43	2,348,648.43	575,051.57
22 - LICENSES AND PERMITS	415,000.00	415,000.00	84,852.85	304,419.21	304,419.21	110,580.79
23 - INTERGOVERNMENTAL REVENUES	1,210,248.00	3,351,308.00	67,006.33	683,484.54	683,484.54	2,667,823.46
28 - CHARGES FOR GOVERNMENTAL SERVICES	0.00	0.00	5.00	9.50	9.50	-9.50
33 - FINES & FORFEITS	48,600.00	48,600.00	4,575.44	23,939.31	23,939.31	24,660.69
34 - MISCELLANEOUS REVENUE	120,650.00	324,180.26	831.50	268,754.59	268,754.59	55,425.67
39 - NON REVENUE RECEIPTS	0.00	43,664.00	1.00	361,645.00	361,645.00	-317,981.00
Department: 000 - NON DEPARTMENTAL Total:	4,718,198.00	7,106,452.26	257,633.84	3,990,900.58	3,990,900.58	3,115,551.68
Revenue Total:	4,718,198.00	7,106,452.26	257,633.84	3,990,900.58	3,990,900.58	3,115,551.68
Expense						
Department: 100 - LEGISLATIVE - COUNCIL						
40 - PERSONNEL SERVICES	43,000.00	39,000.00	3,184.64	18,524.72	18,524.72	20,475.28
50 - SUPPLIES	600.00	774.70	26.20	403.18	433.63	341.07
60 - CONTRACTUAL SERVICES	16,512.80	16,512.80	168.19	1,294.75	7,089.55	9,423.25
90 - CAPITAL OUTLAY	3,750.00	0.00	0.00	0.00	0.00	0.00
Department: 100 - LEGISLATIVE - COUNCIL Total:	63,862.80	56,287.50	3,379.03	20,222.65	26,047.90	30,239.60
Department: 110 - COURT						
40 - PERSONNEL SERVICES	129,533.12	128,331.54	9,929.77	72,921.68	72,921.68	55,409.86
50 - SUPPLIES	1,905.00	1,962.23	0.00	718.58	718.58	1,243.65
60 - CONTRACTUAL SERVICES	59,524.90	59,524.90	3,000.00	29,866.29	29,866.29	29,658.61
Department: 110 - COURT Total:	190,963.02	189,818.67	12,929.77	103,506.55	103,506.55	86,312.12
Department: 140 - GENERAL ADMINISTRATION						
40 - PERSONNEL SERVICES	427,339.17	414,528.79	31,818.36	238,384.99	238,384.99	176,143.80
50 - SUPPLIES	22,085.00	36,471.97	629.97	24,350.80	24,913.22	11,558.75
60 - CONTRACTUAL SERVICES	621,317.52	775,337.65	87,638.45	415,738.21	581,869.64	193,468.01
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	40,196.00	44,196.00	0.00	43,696.00	43,696.00	500.00
90 - CAPITAL OUTLAY	61,200.00	290,142.87	0.00	31,437.21	31,437.21	258,705.66
Department: 140 - GENERAL ADMINISTRATION Total:	1,172,137.69	1,560,677.28	120,086.78	753,607.21	920,301.06	640,376.22
Department: 200 - POLICE - PUBLIC SAFETY						
50 - SUPPLIES	48,700.00	50,892.27	5,212.28	24,915.97	26,894.12	23,998.15
60 - CONTRACTUAL SERVICES	894,413.37	895,263.37	46,109.42	471,112.67	471,604.67	423,658.70
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	9,600.00	9,600.00	0.00	9,600.00	9,600.00	0.00
90 - CAPITAL OUTLAY	82,200.00	110,507.50	0.00	92,028.15	110,321.63	185.87
Department: 200 - POLICE - PUBLIC SAFETY Total:	1,034,913.37	1,066,263.14	51,321.70	597,656.79	618,420.42	447,842.72
Department: 280 - BUILDING AND ZONING						
40 - PERSONNEL SERVICES	191,572.62	199,197.88	13,607.70	99,206.97	99,206.97	99,990.91
50 - SUPPLIES	5,000.00	5,120.47	265.82	1,806.27	1,806.27	3,314.20
60 - CONTRACTUAL SERVICES	91,892.79	141,860.19	2,844.83	33,462.35	89,465.56	52,394.63
90 - CAPITAL OUTLAY	0.00	13,925.00	0.00	125.00	13,925.00	0.00
Department: 280 - BUILDING AND ZONING Total:	288,465.41	360,103.54	16,718.35	134,600.59	204,403.80	155,699.74
Department: 301 - PUBLIC WORKS						
40 - PERSONNEL SERVICES	756,962.75	766,366.54	50,918.29	383,690.59	383,690.59	382,675.95
50 - SUPPLIES	145,962.00	149,816.15	7,440.34	53,277.56	53,961.07	95,855.08
60 - CONTRACTUAL SERVICES	382,151.76	2,986,888.06	24,315.09	2,578,614.60	2,686,452.28	300,435.78
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	3,000.00	3,000.00	0.00	3,000.00	3,000.00	0.00
90 - CAPITAL OUTLAY	705,000.00	820,022.55	0.00	244,322.45	247,327.79	572,694.76
Department: 301 - PUBLIC WORKS Total:	1,993,076.51	4,726,093.30	82,673.72	3,262,905.20	3,374,431.73	1,351,661.57

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	111,650.00	115,850.00	6,000.00	48,489.23	64,024.70	51,825.30
Department: 653 - ECONOMIC DEVELOPMENT Total:	111,650.00	115,850.00	6,000.00	48,489.23	64,024.70	51,825.30
Department: 800 - DEBT						
80 - DEBT SERVICE	178,129.20	178,129.20	0.00	0.00	0.00	178,129.20
Department: 800 - DEBT Total:	178,129.20	178,129.20	0.00	0.00	0.00	178,129.20
Department: 900 - INTERFUND TRANSACTIONS						
95 - INTERFUND TRANSFERS OUT	120,000.00	470,600.00	10.89	300,010.89	300,010.89	170,589.11
Department: 900 - INTERFUND TRANSACTIONS Total:	120,000.00	470,600.00	10.89	300,010.89	300,010.89	170,589.11
Expense Total:	5,153,198.00	8,723,822.63	293,120.24	5,220,999.11	5,611,147.05	3,112,675.58
Fund: 001 - GENERAL FUND Surplus (Deficit):	-435,000.00	-1,617,370.37	-35,486.40	-1,230,098.53	-1,620,246.47	2,876.10
Fund: 104 - MS Infrastructure Modification Fund						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	60,000.00	165,000.00	0.00	94,992.76	94,992.76	70,007.24
34 - MISCELLANEOUS REVENUE	510.00	1,010.00	43.07	743.63	743.63	266.37
Department: 000 - NON DEPARTMENTAL Total:	60,510.00	166,010.00	43.07	95,736.39	95,736.39	70,273.61
Revenue Total:	60,510.00	166,010.00	43.07	95,736.39	95,736.39	70,273.61
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	0.00	45,500.00	0.00	0.00	0.00	45,500.00
90 - CAPITAL OUTLAY	60,510.00	120,546.20	0.00	36.20	36.20	120,510.00
Department: 301 - PUBLIC WORKS Total:	60,510.00	166,046.20	0.00	36.20	36.20	166,010.00
Expense Total:	60,510.00	166,046.20	0.00	36.20	36.20	166,010.00
Fund: 104 - MS Infrastructure Modification Fund Surplus (Deficit):	0.00	-36.20	43.07	95,700.19	95,700.19	-95,736.39
Fund: 108 - Grant - TIP - East Aloha Widening FY18						
Revenue						
Department: 301 - PUBLIC WORKS						
23 - INTERGOVERNMENTAL REVENUES	0.00	16,890.04	16,878.75	16,878.75	16,878.75	11.29
38 - INTERFUND TRANSFERS IN	0.00	0.00	10.89	10.89	10.89	-10.89
Department: 301 - PUBLIC WORKS Total:	0.00	16,890.04	16,889.64	16,889.64	16,889.64	0.40
Revenue Total:	0.00	16,890.04	16,889.64	16,889.64	16,889.64	0.40
Expense						
Department: 301 - PUBLIC WORKS						
90 - CAPITAL OUTLAY	0.00	19,713.88	0.00	0.00	0.00	19,713.88
Department: 301 - PUBLIC WORKS Total:	0.00	19,713.88	0.00	0.00	0.00	19,713.88
Expense Total:	0.00	19,713.88	0.00	0.00	0.00	19,713.88
Fund: 108 - Grant - TIP - East Aloha Widening FY18 Surplus (Deficit):	0.00	-2,823.84	16,889.64	16,889.64	16,889.64	-19,713.48
Fund: 112 - Grant - Tidelands FY19 MontJoy Creek						
Revenue						
Department: 301 - PUBLIC WORKS						
23 - INTERGOVERNMENTAL REVENUES	332,550.00	332,550.00	0.00	3,955.00	3,955.00	328,595.00
Department: 301 - PUBLIC WORKS Total:	332,550.00	332,550.00	0.00	3,955.00	3,955.00	328,595.00
Revenue Total:	332,550.00	332,550.00	0.00	3,955.00	3,955.00	328,595.00
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	332,550.00	332,550.00	0.00	2,837.50	23,173.75	309,376.25
Department: 301 - PUBLIC WORKS Total:	332,550.00	332,550.00	0.00	2,837.50	23,173.75	309,376.25
Expense Total:	332,550.00	332,550.00	0.00	2,837.50	23,173.75	309,376.25
Fund: 112 - Grant - Tidelands FY19 MontJoy Creek Surplus (Deficit):	0.00	0.00	0.00	1,117.50	-19,218.75	19,218.75

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 113 - Grant - GRPC Multi Modal Path						
Revenue						
Department: 550 - RECREATION						
23 - INTERGOVERNMENTAL REVENUES	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
Department: 550 - RECREATION Total:	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
Revenue Total:	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00
Expense						
Department: 550 - RECREATION						
90 - CAPITAL OUTLAY	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
Department: 550 - RECREATION Total:	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
Expense Total:	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
Fund: 113 - Grant - GRPC Multi Modal Path Surplus (Deficit):	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00
Fund: 114 - Grant - GRPC Commercial Connectivity Study						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	32,668.82	32,668.82	-32,668.82
Department: 000 - NON DEPARTMENTAL Total:	0.00	0.00	0.00	32,668.82	32,668.82	-32,668.82
Revenue Total:	0.00	0.00	0.00	32,668.82	32,668.82	-32,668.82
Fund: 114 - Grant - GRPC Commercial Connectivity Study Total:	0.00	0.00	0.00	32,668.82	32,668.82	-32,668.82
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	1,750.00	1,750.00	248,250.00
Department: 000 - NON DEPARTMENTAL Total:	250,000.00	250,000.00	0.00	1,750.00	1,750.00	248,250.00
Revenue Total:	250,000.00	250,000.00	0.00	1,750.00	1,750.00	248,250.00
Expense						
Department: 000 - NON DEPARTMENTAL						
60 - CONTRACTUAL SERVICES	25,000.00	25,000.00	0.00	0.00	81,250.00	-56,250.00
90 - CAPITAL OUTLAY	225,000.00	225,000.00	0.00	1,750.00	0.00	225,000.00
Department: 000 - NON DEPARTMENTAL Total:	250,000.00	250,000.00	0.00	1,750.00	81,250.00	168,750.00
Expense Total:	250,000.00	250,000.00	0.00	1,750.00	81,250.00	168,750.00
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access Surplus ..	0.00	0.00	0.00	0.00	-79,500.00	79,500.00
Fund: 116 - Grant- NRCS-Emergency Watershed Protection						
Revenue						
Department: 301 - PUBLIC WORKS						
23 - INTERGOVERNMENTAL REVENUES	0.00	288,750.00	0.00	0.00	0.00	288,750.00
38 - INTERFUND TRANSFERS IN	0.00	50,600.00	0.00	0.00	0.00	50,600.00
Department: 301 - PUBLIC WORKS Total:	0.00	339,350.00	0.00	0.00	0.00	339,350.00
Revenue Total:	0.00	339,350.00	0.00	0.00	0.00	339,350.00
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	0.00	50,600.00	0.00	20,595.00	50,600.00	0.00
90 - CAPITAL OUTLAY	0.00	350,000.00	0.00	0.00	0.00	350,000.00
Department: 301 - PUBLIC WORKS Total:	0.00	400,600.00	0.00	20,595.00	50,600.00	350,000.00
Expense Total:	0.00	400,600.00	0.00	20,595.00	50,600.00	350,000.00
Fund: 116 - Grant- NRCS-Emergency Watershed Protection Surplus (Def..)	0.00	-61,250.00	0.00	-20,595.00	-50,600.00	-10,650.00
Fund: 117 - Grant- MDA-SMLP East Aloha Improvement						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	0.00	150,000.00	0.00	0.00	0.00	150,000.00
Department: 000 - NON DEPARTMENTAL Total:	0.00	150,000.00	0.00	0.00	0.00	150,000.00
Revenue Total:	0.00	150,000.00	0.00	0.00	0.00	150,000.00

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Category	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Expense						
Department: 301 - PUBLIC WORKS						
60 - CONTRACTUAL SERVICES	0.00	33,000.00	0.00	1,470.00	33,970.00	-970.00
90 - CAPITAL OUTLAY	0.00	147,000.00	0.00	0.00	0.00	147,000.00
Department: 301 - PUBLIC WORKS Total:	0.00	180,000.00	0.00	1,470.00	33,970.00	146,030.00
Expense Total:	0.00	180,000.00	0.00	1,470.00	33,970.00	146,030.00
Fund: 117 - Grant- MDA-SMLP East Aloha Improvement Surplus (Deficit):	0.00	-30,000.00	0.00	-1,470.00	-33,970.00	3,970.00
Fund: 156 - Grant- GCRF-MDA Commercial District Transformation						
Revenue						
Department: 000 - NON DEPARTMENTAL						
23 - INTERGOVERNMENTAL REVENUES	0.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00
38 - INTERFUND TRANSFERS IN	0.00	300,000.00	0.00	300,000.00	300,000.00	0.00
Department: 000 - NON DEPARTMENTAL Total:	0.00	1,500,000.00	0.00	300,000.00	300,000.00	1,200,000.00
Revenue Total:	0.00	1,500,000.00	0.00	300,000.00	300,000.00	1,200,000.00
Expense						
Department: 653 - ECONOMIC DEVELOPMENT						
60 - CONTRACTUAL SERVICES	0.00	300,000.00	0.00	0.00	0.00	300,000.00
90 - CAPITAL OUTLAY	0.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00
Department: 653 - ECONOMIC DEVELOPMENT Total:	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00
Expense Total:	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00
Fund: 156 - Grant- GCRF-MDA Commercial District Transformation Surp.:	0.00	0.00	0.00	300,000.00	300,000.00	-300,000.00
Fund: 401 - SOLID WASTE FUND						
Revenue						
Department: 322 - WASTE COLLECTION						
28 - CHARGES FOR GOVERNMENTAL SERVICES	534,677.92	534,677.92	19,436.52	321,954.03	321,954.03	212,723.89
34 - MISCELLANEOUS REVENUE	1,140.00	1,140.00	69.90	1,653.90	1,653.90	-513.90
Department: 322 - WASTE COLLECTION Total:	535,817.92	535,817.92	19,506.42	323,607.93	323,607.93	212,209.99
Revenue Total:	535,817.92	535,817.92	19,506.42	323,607.93	323,607.93	212,209.99
Expense						
Department: 322 - WASTE COLLECTION						
60 - CONTRACTUAL SERVICES	497,747.67	497,747.67	583.10	247,272.62	247,272.62	250,475.05
Department: 322 - WASTE COLLECTION Total:	497,747.67	497,747.67	583.10	247,272.62	247,272.62	250,475.05
Expense Total:	497,747.67	497,747.67	583.10	247,272.62	247,272.62	250,475.05
Fund: 401 - SOLID WASTE FUND Surplus (Deficit):	38,070.25	38,070.25	18,923.32	76,335.31	76,335.31	-38,265.06
Fund: 701 - FIRE DEPARTMENT FUND						
Revenue						
Department: 260 - FIRE ADMINISTRATION						
34 - MISCELLANEOUS REVENUE	374.00	374.00	0.00	233.30	233.30	140.70
Department: 260 - FIRE ADMINISTRATION Total:	374.00	374.00	0.00	233.30	233.30	140.70
Revenue Total:	374.00	374.00	0.00	233.30	233.30	140.70
Expense						
Department: 260 - FIRE ADMINISTRATION						
70 - GRANTS, SUBSIDIES AND ALLOCATIONS	0.00	0.00	0.00	23,062.48	23,062.48	-23,062.48
Department: 260 - FIRE ADMINISTRATION Total:	0.00	0.00	0.00	23,062.48	23,062.48	-23,062.48
Expense Total:	0.00	0.00	0.00	23,062.48	23,062.48	-23,062.48
Fund: 701 - FIRE DEPARTMENT FUND Surplus (Deficit):	374.00	374.00	0.00	-22,829.18	-22,829.18	23,203.18
Total Surplus (Deficit):	-416,555.75	-1,693,036.16	369.63	-752,281.25	-1,304,770.44	

Income Statement

For Fiscal: 2020-2021 Period Ending: 04/30/2021

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	-435,000.00	-1,617,370.37	-35,486.40	-1,230,098.53	-1,620,246.47	2,876.10
104 - MS Infrastructure Modifi...	0.00	-36.20	43.07	95,700.19	95,700.19	-95,736.39
108 - Grant - TIP - East Aloha W...	0.00	-2,823.84	16,889.64	16,889.64	16,889.64	-19,713.48
112 - Grant - Tidelands FY19 ...	0.00	0.00	0.00	1,117.50	-19,218.75	19,218.75
113 - Grant - GRPC Multi Moda...	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00
114 - Grant - GRPC Commercial..	0.00	0.00	0.00	32,668.82	32,668.82	-32,668.82
115 - Grant- Tidelands FY20 Ro...	0.00	0.00	0.00	0.00	-79,500.00	79,500.00
116 - Grant- NRCS-Emergency...	0.00	-61,250.00	0.00	-20,595.00	-50,600.00	-10,650.00
117 - Grant- MDA-SMLP East A...	0.00	-30,000.00	0.00	-1,470.00	-33,970.00	3,970.00
156 - Grant- GCRF-MDA Com...	0.00	0.00	0.00	300,000.00	300,000.00	-300,000.00
401 - SOLID WASTE FUND	38,070.25	38,070.25	18,923.32	76,335.31	76,335.31	-38,265.06
701 - FIRE DEPARTMENT FUND	374.00	374.00	0.00	-22,829.18	-22,829.18	23,203.18
Total Surplus (Deficit):	-416,555.75	-1,693,036.16	369.63	-752,281.25	-1,304,770.44	

Diamondhead Monthly Statistics

April 2021

(Sections in italics not counted toward call total)

False Alarms- Residential/ Business/ 911	26		
Civil Disputes / Escorts / Process	30		
Complaint / See An Officer	5	Stolen Vehicle	1
Death	1	Burglary – Residence	0
Disturbance	16	Burglary – Vehicle	1
Follow ups/ citizen call requests	947	Attempted Burglary	0
Juvenile Problem	6	Counterfeit Money	0
Lost/Found Item	3	Damage – Property	3
Miscellaneous	39	Embezzlement	0
		Forgery / Bad Check/Fraud	10
TOTAL MISCELLANEOUS	1073	Malicious Mischief	3
		Recovered Stolen Vehicle	0
Drug Law Violation	1	Recovered Stolen Property	0
Prostitution	0	Shoplifting	0
		Theft (Grand)	1
TOTAL CRIMES AGAINST PUBLIC SAFETY	1	Theft (Petit)	2
		Trespassing	3
Animal Problem / Complaints	7	Unauthorized Use / Vehicle	0
Public Drunk	0		
Fire Structure / Vehicle	1	TOTAL PROPERTY CRIME	24
Fireworks	0		
Funeral Escort	0	Accident – Private Property	2
Littering/Dumping/Haz-Mat Spill	7	Accident – Public Roadway	10
Medical Emergency	9	Accident - Hit & Run	2
Missing/Runaway	1		
Parking Violation	53	TOTAL ACCIDENTS/COLLISIONS	14
Shots Fired	3		
Suicide / Threat / Attempt	0		
Suicide	0	Assist motorist	16
Suspicious / Person / Vehicle	81	Traffic Stop	223
Welfare Concern	19	<i>Traffic Citation (Adults)</i>	45
		<i>Traffic citation (minors)</i>	1
TOTAL PUBLIC HEALTH & SAFETY	181	Traffic Fatality	0
Animal Bite	0	TOTAL TRAFFIC	239
Assault By Threat	4		
Assault	1		
Child Abuse / Neglect	0	<i>Warrant Arrests</i>	12
Domestic violence	2	<i>Drunk Driver (DUI) Arrests</i>	0
Harassment	2	<i>Traffic Arrests</i>	0
Harassing Phone Call	3	<i>Domestic Assault Arrests</i>	2
Robbery – Armed	0	<i>Other Arrests</i>	4
Sexual Abuse / Molestation	0	TOTAL ARRESTS	18
Stalking	0		
TOTAL CRIMES AGAINST PERSON	12	TOTAL CALLS	1544

5/11/2021 9:12 AM
 PROJECTS: All
 CONTRACTORS: All
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 STATUS INCLUDED: All
 THRU zzzzzzzzzzzz
 PROJECT MASTER REPORT
 Permits by Type
 April - 2021
 CONTRACTOR CLASS: All
 REPORT SEQUENCE: Project
 - All Contractor Classe
 EXPIRE DATES: 0/00/0000 THRU 99/99/
 ISSUED DATES: 4/01/2021 THRU 4/30/
 PAGE:
 - All Contractor Classe

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	5	1,550.00
B02-ADD - RESIDENTIAL ADDITION	2	0.00
B03-REM - RESIDENTIAL REMODEL	1	0.00
B04-ACC - RESIDENTIAL ACCESSORY	1	0.00
B05-REP - RESIDENTIAL REPAIR	18	0.00
B20-NEW - NEW COMMERCIAL BUILDING	1	295.00
ELEC-RES - RESIDENTIAL ELECTRICAL	3	50.00
ELES-RES - RESIDENTIAL SERVICE CH	1	0.00
FENCE-RES - RESIDENTIAL FENCE	12	0.00
FLAT-RES - RESIDENTIAL FLATWORK	3	0.00
MECH-RES - RESIDENTIAL MECHANICAL	3	0.00
PZ-01 - DEVELOPMENT	7	0.00
PZ-06 - VARIANCE	1	0.00
SIGN - SIGN	1	200.00
TELECOM - TELECOMMUNICATIONS	1	0.00
TREE - TREE REMOVAL	4	0.00
*** TOTALS ***	64	2,095.00

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

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

ORIGINATION: 0/00/0000 THRU 99/99/99
DUE: 4/01/2021 THRU 4/30/2
RESOLUTION: 0/00/0000 THRU 99/99/99

Inspection April - 2021

	1	2	3	4	5	6	7	8	9	TOTAL
ACTIVE										
CLOSED										250
VOIDED										
SUSPENDED										
TOTALS										250

TASK CODE	SEQUENCES	COUNT
DOCUMENT		9
INSPECTION		197
REINSPECTION		34
REVIEW		10
TOTAL INCIDENTS		250

5/11/2021 9:10 AM
 LICENSES: ALL
 LICENSE CODES: Include: PRIV-RET, PRIV-SERV
 CLASSES: Include: PRIV
 STATUS: ACTIVE
 CITY LIMITS: INSIDE, OUTSIDE
 SORTED BY: LICENSE NUMBER
 M A S T E R R E P O R T
 EFFECTIVE DATES: 4/01/2021 TO 4/30/
 EXPIRATION DATES: 0/00/0000 TO 99/99/
 COMMENT: NONE SELE
 PAY STATUS:
 PAGE:

Private License April - 2021

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
01500	PRIV-RET 4/20/21- 9/30/21	GENERAL DOLLAR 4403 KALANI DR	ACTIVE	PRIV RET-SALE	4/20/2021	4/20/2021
01501	PRIV-RET 4/26/21- 9/30/21	ADDI-SUE BOUTIQUE 5536 HANAUMA ST	ACTIVE	PRIV RET-SALE	4/26/2021	4/26/2021
01502	PRIV-SERV 4/29/21- 9/30/21	BACK HOME HANDYMAN 6322 ANELA DR	ACTIVE	PRIV HANDY	4/29/2021	4/29/2021

REPORT TOTALS: 3 LICENSES

CODE ENFORCEMENT

Item No.a.

Code Violations 1/1/2021-3/31/2021	Total	Closed	Open
Abandoned Vehicles	2	1	1
Abandoned/Dilapidated/Deteriorated House (unoccupied)	2	1	1
Advertising/Solicitation			0
ATV			0
Boats	6	2	4
Camper	6	3	3
Cars in Yard	3	3	0
Construction Equipment	1	1	0
Dumpster (commercial)			0
Dumpster (residential)			0
Fence	14	4	10
Furniture in Yard			0
Golf Carts			0
Graffiti			0
High Grass (overgrown)/Shrubs	6	3	3
Jet Ski			0
Lack of Maintenance (structure)	2	0	2
Permit	21	6	15
POD			0
RV	4	2	2
Signs	5	3	2
Slab/Driveway Removal			0
Trailers	6	3	3
Trash & Rubbish	6	1	5
Trash Cans	1	1	0
Unapproved Structure			0
Cumulative Totals	85	34	51

AGENDA
HANCOCK COUNTY REGIONAL SOLID WASTE
May 10, 2021 at 8:30 a.m.
City of Bay St. Louis Conference Room
Bay St. Louis, MS

1. Call to Order:
2. Pledge of Allegiance:
3. Moment of Silence:
4. Public Recognition or Comments:
 - a. Waste Management replacement for Public Sector Representative Position Mr. Shea Magee.
5. Board of Director Comments:
6. **Consent Agenda**
 - A. Motion to Approve minutes dated April 12, 2021 and April 21, 2021.
 - B. Motion to Accept Statement of Revenue and Expense and Balance Sheet dated for April 22, 2021.
 - C. Motion to accept Waste Management request for CPI rate adjustment for Collection, Dumpster, Roll-Offs, Recycling Dumpsters and Bulky Waste with a 2.5% increase (see attached).
7. Motion to approve docket dated May 10, 2021 Attachment A in the amount of \$294,430.07.
8. Motion to approve docket dated May 10, 2021 Attachment B in the amount of \$120.00.
9. Hancock County Solid Waste Enforcement Officer Report
10. Engineer Report
11. Administrator Report – Sealed Proposal for Class I and Class II Rubbish Services received on Monday, May 24th at 3:00pm.
12. Attorney Report
13. Motion to recess meeting to Tuesday, May 25th at 8:30am.

**MINUTES OF THE
HANCOCK COUNTY REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY
April 12, 2021**

Item No.a.

The Board of Directors of the Hancock County Regional Solid Waste Management Authority held its regular meeting at the City of Bay St. Louis Conference Center at 8:30 a.m.

Call to Order

The meeting of the Board of Directors convened at 8:36 A.M. April 12, 2021 at the Bay St. Louis Conference Center Located at 598 Main Street, Bay Saint Louis, MS.

Board Members physically present at the start of the meeting were Jeremy Burke, Greg Shaw, Eddie Favre, Mike Smith and Nancy Depreo. On phone conference was Director Mike Reso.

Board Attorney Heather Smith was present.
Compton Engineering, Inc., Administrator, Dawn Malley present.

It was determined there was a quorum and the following proceedings were held.

MOTION TO APPROVE MINUTES DATED MARCH 8, 2021

Motion was made by Director Nancy Depreo seconded by Director Greg Shaw to approve minutes dated March 8, 2021.

The following roll call vote was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo Mike Reso, Mike Smith, and Eddie Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Favre

Motion was declared carried.

MOTION TO ACCEPT THE STATEMENT OF REVENUE AND EXPENSE SHEET AND BALANCE SHEET DATED MARCH 22, 2021

Motion was made by Director Nancy Depreo seconded by Director Greg Shaw to accept the Statement of Revenue and Expense Sheet and Balance Sheet dated for March 22, 2021.

The following roll call was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Smith, and Eddie Favre.

VOTING NAY: None

MINUTES OF THE
HANCOCK COUNTY REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY
April 12, 2021

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Favre

Motion was declared carried. A copy of the sheet is attached hereto as Exhibit A.

MOTION TO AUTHORIZE HANCOCK COUNTY SOLID WASTE ADMINISTRATOR TO APPLY FOR SOLID WASTE ENFORCEMENT OFFICER GRANT APPLICATION AND TO OTHER AVAILABLE GRANTS, IF ANY, AND AUTHORIZE CHAIRMAN TO EXECUTE GRANT APPLICATION

Motion was made by Director Nancy Depreo seconded by Director Mike Smith to authorize Hancock County Solid Waste Administrator to apply for Solid Waste Enforcement Officer Grant Application and to other available grants, if any, and Authorize Chairman to execute grant application.

The following vote was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Smith, and Eddie Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Favre

Motion was declared carried.

ORDER TO APPROVE ATTACHMENT A DOCKET DATED APRIL 12, 2021

Motion was made by Director Nancy Depreo seconded by Director Mike Smith to approve the Attachment A docket dated April 12, 2021 in the amount of \$122,222.46.

The following roll call was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Smith, and Eddie Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Favre

Motion was declared carried. A copy of the Attachment A docket is attached hereto as Exhibit B.

**MINUTES OF THE
HANCOCK COUNTY REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY
April 12, 2021**

Item No.a.

AT THIS TIME DIRECTOR EDDIE FAVRE EXITED THE CONFERENCE ROOM

ORDER TO APPROVE ATTACHMENT B DOCKET DATED APRIL 12, 2021

Motion was made by Director Greg Shaw seconded by Director Nancy Depreo to approve the Attachment B docket dated April 12, 2021 in the amount of \$80.00.

The following roll call was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Smith.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Favre

Motion was declared carried. A copy of the Attachment A docket is attached hereto as Exhibit C.

AT THIS TIME DIRECTOR EDDIE FAVRE ENTERED THE CONFERENCE ROOM

MOTION TO RECESS MEETING TILL WEDNESDAY, APRIL 21, 2021 AT 8:30AM.

Motion was made by Director Nancy Depreo seconded by Director Mike Smith to recess meeting till Wednesday, April 21, 2021 at 8:30am.

The following roll call was taken:

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Smith, and Eddie Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Favre

Motion was declared carried and the meeting was recessed.

Minutes of the April 12, 2021 meeting.

Approved by:

	Chairman	
Jeremy Burke	Title	Date

**RECESSED MEETING
MINUTES OF THE
HANCOCK COUNTY REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY
April 21, 2021**

The Board of Directors of the Hancock County Regional Solid Waste Management Authority held its regular meeting at the City of Bay St. Louis Conference Center at 8:30 a.m.

Call to Order

The meeting of the Board of Directors convened at 8:30 A.M. April 21, 2021 at the Bay St. Louis Conference Center Located at 598 Main Street, Bay Saint Louis, MS.

Board Members physically present at the start of the meeting were Jeremy Burke, Greg Shaw, Eddie Favre, Nancy Depreo, Mike Reso and Mike Favre.

Board Attorney Heather Smith was present.
Compton Engineering, Inc., Administrator, Dawn Malley present.

It was determined there was a quorum and the following proceedings were held.

MOTION TO APPROVE AN 8-YARD FRONTLOAD RECYCLING CONTAINER FOR CARDBOARD BOXES TO BE PLACED AT CITY OF DIAMONDHEAD CITY HALL AND AUTHORIZE ATTORNEY, HEATHER SMITH AND ADMINISTRATOR, COMPTON ENGINEERING TO AMEND BUDGET IF NEEDED FOR RECYCLING DUMPSTERS

Motion was made by Director Nancy Depreo seconded by Director Mike Reso to approve an 8-yard Frontload Recycling Container for cardboard boxes to be placed at the City of Diamondhead City Hall and authorize Attorney Heather Smith and Administrator, Compton Engineering to amend budget if needed for recycling dumpsters.

The following roll call was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Eddie Favre, Nancy Depreo, Mike Reso, and Mike Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Smith

Motion was declared carried.

MOTION TO AUTHORIZE ADMISISTRATOR TO ADVERTISE FOR CLASS I AND CLASS II RUBBISH DISPOSAL SERVICES

**RECESSED MEETING
MINUTES OF THE
HANCOCK COUNTY REGIONAL SOLID WASTE
MANAGEMENT AUTHORITY
April 21, 2021**

Motion was made by Director Nancy Depreo seconded by Director Mike Favre to authorize administrator to advertise for Class I and Class II Rubbish Disposal Services.

The following vote was taken.

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Favre, and Eddie Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Smith

Motion was declared carried.

MOTION TO ADJOURN

Motion was made by Director Nancy Depreo seconded by Director Greg Shaw to adjourn.

The following roll call was taken:

VOTING YEA: Directors Jeremy Burke, Greg Shaw, Nancy Depreo, Mike Reso, Mike Favre, and Eddie Favre.

VOTING NAY: None

ABSENT AND NOT VOTING: Directors Jeffrey Reed and Mike Smith

Motion was declared carried and the meeting was adjourned.

Minutes of the April 21, 2021 meeting.

Approved by:

Jeremy Burke	Chairman Title	Date
--------------	-------------------	------

Hancock County Solid Waste Authority Statement of Revenue & Expense March 2021

Item No.a.

	Mar 21	Budget	Oct '20 - Mar 21	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Collection Fees					
City of Bay St. Louis					
Bulky Waste	4,957.31	5,081.25	29,743.86	30,487.50	60,975.00
Collection	40,974.58	41,999.00	245,847.48	251,994.00	503,988.00
Total City of Bay St. Louis	45,931.89	47,080.25	275,591.34	282,481.50	564,963.00
City of Diamondhead					
Bulky Waste	2,883.50	2,955.58	17,301.00	17,733.50	35,467.00
Cart Rental	3,634.00	3,634.00	21,804.00	21,804.00	43,608.00
Collection	33,101.00	33,928.58	198,606.00	203,571.50	407,143.00
Total City of Diamondhead	39,618.50	40,518.16	237,711.00	243,109.00	486,218.00
City of Waveland					
Bulky Waste	2,821.61	2,892.17	16,929.66	17,353.00	34,706.00
Collection	23,321.98	23,905.08	139,931.88	143,430.50	286,861.00
Total City of Waveland	26,143.59	26,797.25	156,861.54	160,783.50	321,567.00
Hancock County					
Bulky Waste	5,821.75	5,967.33	34,930.50	35,804.00	71,608.00
Cart Rental	7,337.00	7,337.00	44,022.00	44,022.00	88,044.00
Collection	58,456.75	59,918.17	350,915.20	359,509.00	719,018.00
Total Hancock County	71,615.50	73,222.50	429,867.70	439,335.00	878,670.00
Total Collection Fees	183,309.48	187,618.16	1,100,031.58	1,125,709.00	2,251,418.00
Dumpster Fees					
Bay St. Louis	904.17	1,250.00	5,777.20	7,500.00	15,000.00
Diamondhead	0.00	0.00	0.00	0.00	0.00
Waveland	223.68	321.00	1,581.12	1,926.00	3,852.00
Emergency Rolloffs	0.00	350.00	0.00	2,100.00	4,200.00
Hancock County	3,732.90	3,791.67	24,137.93	22,750.00	45,500.00
Total Dumpster Fees	4,860.75	5,712.67	31,496.25	34,276.00	68,552.00
Interest (Bank)	173.09	258.33	1,253.41	1,550.00	3,100.00
Total Income	188,343.32	193,589.16	1,132,781.24	1,161,535.00	2,323,070.00
Expense					
Collection and Dumpster Expense					
Garbage Collection	183,309.48	187,618.17	1,099,856.88	1,125,709.00	2,251,418.00
Dumpsters and Rolloffs	6,828.21	5,712.67	34,294.23	34,276.00	68,552.00
Total Collection and Dumpster Expense	190,137.69	193,330.84	1,134,151.11	1,159,985.00	2,319,970.00
Other Ordinary Expenses					
Administrator	1,700.00	1,700.00	10,200.00	10,200.00	20,400.00
Advertising	0.00	29.17	49.12	175.00	350.00
Attorney	0.00	2,250.00	11,250.00	13,500.00	27,000.00
Audit	0.00	708.33	0.00	4,250.00	8,500.00
Bookkeeping	150.00	166.67	975.00	1,000.00	2,000.00
Directors Fees	240.00	416.67	1,440.00	2,500.00	5,000.00
Engineering	0.00	1,250.00	0.00	7,500.00	15,000.00
Garbage Disposal	58,964.53	48,166.67	317,309.88	289,000.00	578,000.00
Insurance	0.00	1,500.00	8,923.24	9,000.00	18,000.00
Miscellaneous	0.00	25.00	64.00	150.00	300.00
Plan Amendment Expense	0.00	4,216.67	0.00	25,300.00	50,600.00
Public Notice Outreach	0.00	500.00	0.00	3,000.00	6,000.00
Recycling Dumpsters	16,162.98	14,833.33	84,499.83	89,000.00	178,000.00
Roll-Offs King Landfill	0.00	716.67	1,311.64	4,300.00	8,600.00
Rubbish Landfill	28,528.50	17,916.67	140,462.25	107,500.00	215,000.00
Seminars/Travel	0.00	16.67	0.00	100.00	200.00
SW Enforcement Officer	0.00	2,500.00	0.00	15,000.00	30,000.00
Total Other Ordinary Expenses	105,746.01	96,912.52	576,484.96	581,475.00	1,162,950.00
Total Expense	295,883.70	290,243.36	1,710,636.07	1,741,460.00	3,482,920.00

Hancock County Solid Waste Authority Statement of Revenue & Expense March 2021

<i>Item No.a.</i>

	Mar 21	Budget	Oct '20 - Mar 21	YTD Budget	Annual Budget
Net Ordinary Income	-107,540.38	-96,654.20	-577,854.83	-579,925.00	-1,159,850.00
Other Income/Expense					
Other Income					
Grant (SW Officer)	0.00	1,875.00	0.00	11,250.00	22,500.00
Grant (Public Notice Outreach)	0.00	500.00	0.00	3,000.00	6,000.00
Millage	96,912.50	96,912.50	577,385.92	581,475.00	1,162,950.00
Total Other Income	96,912.50	99,287.50	577,385.92	595,725.00	1,191,450.00
Net Other Income	96,912.50	99,287.50	577,385.92	595,725.00	1,191,450.00
Net Income	-10,627.88	2,633.30	-468.91	15,800.00	31,600.00

Hancock County Solid Waste Authority
Balance Sheet
As of March 31, 2021

	<u>Mar 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
The First Checking	248,064.79
Total Checking/Savings	248,064.79
Accounts Receivable	
Accounts Receivable	389,916.01
Total Accounts Receivable	389,916.01
Other Current Assets	
Prepaid Insurance	9,577.34
Total Other Current Assets	9,577.34
Total Current Assets	647,558.14
TOTAL ASSETS	<u>647,558.14</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	298,133.70
Total Accounts Payable	298,133.70
Total Current Liabilities	298,133.70
Total Liabilities	298,133.70
Equity	
Retained Earnings	349,893.35
Net Income	-468.91
Total Equity	349,424.44
TOTAL LIABILITIES & EQUITY	<u>647,558.14</u>



RECEIVED
APR 15 2021

April 15, 2021

Mrs. Dawn Malley
 Compton Engineering
 Hancock County Solid Waste Authority
 P.O. Box 116
 Bay St. Louis, 39520

Dear Mrs. Malley:

Pursuant to the terms of our contract for residential waste collection services, we are submitting for your annual review the annual CPI calculation for the May 1, 2021 rate adjustment. I have included with this letter a copy of the Consumer Price Index for CPI-Water, Sewer, Trash. The calculation of the CPI increase is as follows:

The net change is 2.5% increase per our agreement and the documentation of the calculation is below for your review.

CPI - U	Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted		
		All Items	
i.	CPI - U WST	250.359	Mar-20
ii.	CPI - U WST	259.204	Mar-21
iii.	% Change	3.53%	NTE 2.5%
		2.50%	

	Old Rate	CPI % Increase	Increase Amount	New Rates	Units
Hancock County MSW	\$ 7.33	2.50%	\$ 0.18	\$ 7.51	7,975
Hancock County Cart Charge	\$ 0.92	0.00%	\$ -	\$ 0.92	7,975
Diamondhead MSW	\$ 8.38	2.50%	\$ 0.21	\$ 8.59	3,950
Diamondhead Cart Charge	\$ 0.92	0.00%	\$ -	\$ 0.92	3,950
Bay St Louis MSW	\$ 9.34	2.50%	\$ 0.23	\$ 9.57	4,387
Waveland MSW	\$ 9.34	2.50%	\$ 0.23	\$ 9.57	2,497
Bay St Louis Bulk	\$ 1.13	2.50%	\$ 0.03	\$ 1.16	4,387
Hancock Bulk	\$ 0.73	2.50%	\$ 0.02	\$ 0.75	7,975
Waveland Bulk	\$ 1.13	2.50%	\$ 0.03	\$ 1.16	2,497
Diamondhead Bulk	\$ 0.73	2.50%	\$ 0.02	\$ 0.75	3,950

2.50%	2021				
	1	2	3	4	XPU
2	\$ 44.78	\$ 89.53	\$134.35	\$179.14	\$ 93.78
4	\$ 73.80	\$ 147.61	\$221.41	\$295.21	\$107.51
6	\$ 81.67	\$ 151.85	\$245.00	\$326.67	\$123.14
8	\$ 89.53	\$ 179.04	\$268.57	\$358.09	\$136.89

2.50%	2021			
	Haul	Disp of Rec per Yard	Contaminated REC per Yard	Rental
20	\$315.80	\$ -	\$ -	\$ -
30	\$344.51	\$ -	\$ -	\$ -
40	\$384.70	\$ -	\$ -	\$ -
REC BIN	\$344.51	\$ 4.59	\$ 5.74	\$ -

Thank you again for your continued partnership, we appreciate the opportunity to serve Hancock County and the Solid Waste Authority. Please let me know if you have any questions or if I can be of assistance in anyway.

Best Regards,

Leah Talbot
Area Director
Public Sector

Cc: Michael Yarbrough

CPI for All Urban Consumers (CPI-U)															
Original Data Value															
Series	CUUR0000SEHG,CUUS0000SEHG														
Id:															
Not Seasonally Adjusted															
Series	Water and sewer and trash collection services in U.S.														
Area:	U.S. city average														
Item:	Water and sewer and trash collection services														
Base	DECEMBER 1997=100														
Period:															
Years:	2011 to 2021														
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2	Average
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758			
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237			
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203			
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414			
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386			
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745			
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842			
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509	
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345	239.233
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588	246.551
2021	257.722	258.763	259.204												254.687

2021-2022 CPI Increase

Item No.a.

	Original Rate	Original Cost Per Month	Original Count	CPI Increase	New Rate	Per Month Increase of CPI	New Cost
Bay Saint Louis	\$9.34	\$ 40,974.58	4387	2.50%	\$9.57	\$ 1,009.01	\$ 41,983.59
Waveland	\$9.34	\$ 23,321.98	2497	2.50%	\$9.57	\$ 574.31	\$ 23,896.29
Diamondhead	\$8.38	\$ 33,101.00	3950	2.50%	\$8.59	\$ 829.50	\$ 33,930.50
Cart Rental	\$0.92	\$ 3,634.00	3950		\$0.92		\$ 3,634.00
Hancock County	\$7.33	\$ 58,456.75	7975	2.50%	\$7.51	\$ 1,435.50	\$ 59,892.25
Cart Rental	\$0.92	\$ 7,337.00	7975		\$0.92		\$ 7,337.00

Total \$ 166,825.31 \$ 3,848.32 \$ 170,673.63

	Original Rate	Original Cost Per Month	Original Count	CPI Increase	New Rate	Per Month Increase of CPI	New Cost
BSL - Bulky	\$1.13	\$ 4,957.31	4387	2.50%	\$1.16	\$ 131.61	\$ 5,088.92
Waveland - Bulky	\$1.13	\$ 2,821.61	2497	2.50%	\$1.16	\$ 74.91	\$ 2,896.52
DH -Bulky	\$0.73	\$ 2,883.50	3950	2.50%	\$0.75	\$ 79.00	\$ 2,962.50
Hancock - Bulky	\$0.73	\$ 5,821.75	7975	2.50%	\$0.75	\$ 159.50	\$ 5,981.25
Total		\$ 16,484.17				\$ 445.02	\$ 16,929.19

Total Invoice from Waste Management		\$ 183,309.48				\$4,293.34	\$ 187,602.82
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DOCKET OF CLAIMS
5/10/2021 (Attachment A)

	<u>AMOUNT</u>	<u>CHECK BALANCE</u>
The First		
BEGINNING CHECK BOOK BALANCE		\$122,222.46
DEPOSITS		
Interest April 2021	\$ 178.12	\$122,400.58
City of Bay St. Louis (March 2021 Collection Billing)	\$ 45,931.89	\$168,332.47
City of Bay St. Louis (Dumpsters March 2021)	\$ 904.17	\$169,236.64
City of Diamondhead (March 2021 Collection Billing)	\$ 39,618.50	\$208,855.14
City of Waveland (March 2021 Collection Billing and Dumpster)	\$ 26,367.27	\$235,222.41
Hancock County (Dumpster March 2021)	\$ 3,732.90	\$238,955.31
Hancock County (March 2021 Collection Billing)	\$ 71,615.50	\$310,570.81
Hancock County (Millage April 2021)	\$ 96,912.50	\$407,483.31
	\$ -	\$407,483.31
	\$ -	\$407,483.31
	\$ -	\$407,483.31
Total	\$ 285,260.85	

CHECKS

Withdrawals/Payments

		\$407,483.31
Ck# 3506 Jeremy Burke (Per Diem 4-12-21 and 4-21-21)	\$ 80.00	\$ 407,403.31
Ck# 3507 Greg Shaw (Per Diem 4-12-21 and 4-21-21)	\$ 80.00	\$ 407,323.31
Ck# 3509 Mike Reso (Per Diem 4-12-21 and 4-21-21)	\$ 80.00	\$ 407,243.31
Ck# 3510 Mike Smith (Per Diem 4-12-21)	\$ 40.00	\$ 407,203.31
Ck# 3512 Butler Snow (Attorney Fees March 2021)	\$ 2,250.00	\$ 404,953.31
Ck# 3513 Safeguard (Minute Book No. 8)	\$ 166.51	\$ 404,786.80
Ck# 3514 Gulf Coast Bookkeeping (Bookkeeping April 2021)	\$ 150.00	\$ 404,636.80
Ck# 3515 King Construction (Landfill April 2021)	\$ 26,818.50	\$ 377,818.30
Ck# 3516 Compton Engineering (Admin. April 2021)	\$ 1,700.00	\$ 376,118.30
Ck# 3517 Waste Mang. Pecan Grove (Disposal April 2021)	\$ 59,044.07	\$ 317,074.23
Ck# 3518 Waste Mang. (Collection/Bulky/Carts April 2021)	\$ 183,309.48	\$ 133,764.75
Ck# 3519 Waste Mang. (Waveland Dumpster April 2021)	\$ 223.68	\$ 133,541.07
Ck# 3520 Waste Mang. (BSL Dumpster April 2021)	\$ 596.08	\$ 132,944.99
Ck# 3521 Waste Mang. (HC Dumpster April 2021)	\$ 3,732.90	\$ 129,212.09
Ck# 3522 Waste Mang. (King Landfill Dumpster April)	\$ 655.82	\$ 128,556.27
Ck# 3523 Waste Mang. (Recycle Dumpsters April 2021)	\$ 14,886.85	\$ 113,669.42
Ck# 3524 Waste Mang. (BSL Rolloff April 2021)	\$ 616.18	\$ 113,053.24
	\$ -	\$ 113,053.24
	\$ -	\$ 113,053.24
	\$ -	\$ 113,053.24
Total		\$ 294,430.07

**DOCKET OF CLAIMS
5/10/2021 (Attachment B)**

	<u>AMOUNT</u>	<u>CHECK BALANCE</u>
The First BEGINNING CHECK BOOK BALANCE		\$113,053.24
CHECKS Withdrawals/Payments		
Ck# 3508 Eddie Favre (Per Diem 4-12-21 and 4-21-21)	\$ 80.00	\$ 80.00
Ck# 3511 Mike Favre (Per Diem 4-21-21)	\$ 40.00	\$ 40.00
		\$ -
		\$112,933.24
	\$ 120.00	