



Mayor Depreo	
Councilmember Maher	At-Large
Councilmember Finley	Ward 1
Councilmember Moran	Ward 2
Councilmember Sheppard	Ward 3
Councilmember Clark	Ward 4

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, December 07, 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. The next regularly scheduled meeting of the City Council will be held December 21, 2021 at 6:00 p.m. in City Hall Council Chambers.
- b. City Hall will be closed Thursday and Friday December 23 - 24, 2021 in observance of Christmas and Friday, December 31, 2021 in observance of the New Year.
- c. Diamondhead Christmas Parade will be Saturday, December 11th starting at City Hall at 1:30 p.m. and traveling the complete circle around Diamondhead Drive (North, West and East).
- d. Proclamation honoring Eagle Scout Thomas Konkell.
- e. Bobbi Kittle, Employee Benefits Consultant with Hub International - Overview of employee benefits and policy renewals.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the November 10, 2021 Recess Meeting Minutes.
2. Motion to approve the November 16, 2021 Regular Meeting Minutes.

Ordinances:

Resolutions:

3. **2021-386:** Motion to adopt Resolution 2021-077 thereby acquiring by Quitclaim Deed/Donation certain real property located within the City from Michael Casano and Peter Casano III and for other related matters.

4. **2021-386:** Motion to adopt Resolution 2021-078 requesting from the City of Waveland the use of view grand stand for the 2022 Krewe of Diamondhead Parade.
5. **2021-390:** Motion to adopt Resolution 2021-079 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lots 14 and 15, Diamondhead Phase 2, Unit 10. Block 19. The physical address is 6529 Kiko Street; parcel numbers are 067N-2-35-133.000 and 067N-2-35-134.000. (Brownell)
6. **2021-394:** Motion to adopt Resolution 2021-081 authorizing the purchase of lots from the The Peoples Bank and for other related matters.
7. **2021-395:** Motion to adopt Resolution 2021-080 thereby designating Michael Reso, City Manager as Applicant agent and Jeannie Klein, City Clerk as Alternate Applicant Agent for FEMA/EMMA Federal Declaration DR#4626 (Hurricane Ida).

Consent Agenda:

8. **2021-379:** Motion to accept substantial completion as of November 17, 2021 for the NRCS Channel Stabilization project at Diamondhead Drive East and Alkii Way.
9. **2021-380:** Motion to approve payments to Pickering Firm for professional services related in the amount of \$5,597.50 for Makiki Culvert Replacement and \$3,042.50 and \$8,155.00 for the NRCS Channel Stabilization Diamondhead Drive East and Alkii Way.
10. **2021-381:** Motion to approve payments to AshBritt Environmental in the amount of \$61,882.10 for debris hauling and \$19,789.83 for landfill tipping fees all related to Hurricane Ida recovery.
11. **2021-382:** Motion to approve payment to Machado Patano in the amount of \$1,000 for professional services relating to City Hall Parking Lot renovations.
12. **2021-383:** Motion to approve payment to Covington Civil & Environmental in the amount of \$57,800 for professional services relating to the the Commercial District Transformation Project.
13. **2021-385:** Motion to accept and approve existing renewals from Blue Cross Blue Shield of Mississippi with Morgan White (major medical and deductible buy back) and Guardian (life, dental and vision) and employee benefits insurance renewals for calendar year 2022.
14. **2021-388:** Motion to approve the selection of Orion Planning to serve as consultant for the GRPC/MDOT Grant for wayfinding, navigation and implementation master plan.
15. **2021-389:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$2,435.00 for Montjoy Creek Improvements and \$2,934.72 for Noma Drive Improvements.
16. **2021-391:** Motion to approve Master Service Agreement Work Assignment Chiniche Engineering & Surveying in the amount \$8,000 for professional services relating to the modification to the Bayou Drive Kayak Launch.
- 17.** **2021-392:** Motion to authorize the administration to expend funds for a Christmas Parade to be held on December 11, 2021 at 1:30 as an alternative to the City's traditional Christmas on the Town Green event.
18. **2021-393:** Motion to approve and accept the terms of the Memorandum of Agreement with MDOT for the Wayfinding Grant and authorize the execution of same.
19. **2021-396:** Motion to approve the State-Local Disaster Assistance Agreement with the State of Mississippi and Mississippi Emergency Management Agency for Hurricane Ida (FEMA-4626-DR MS)

- [20.](#) **2021-397:** Motion to approve payments to Digital Engineering for professional services in the amount of \$2,000 for Roadway Improvements Project Phase 3 and \$2,610 for GIS Maintenance.
- [21.](#) **2021-398:** Motion to approve Pay Application No. 6 in the amount of \$82,675.21 to ERS, Inc. for the NRCS Channel Stabilization Project at Diamondhead Drive at Alkii Way.
- 22.** **2021-399:** Motion to approve a 3% salary increase for all employees and further to authorize the administration to prepare an order and necessary budget amendments for same.
- [23.](#) **2021-400:** Motion to approve Master Service Agreement Work Assignment in the amount of \$2,000 with Covington Civil & Environmental for Kome Drive Ditch Survey.

Action Agenda.

Routine Agenda.

Claims Payable

- [24.](#) Motion to approve the Docket of Claims (DKT159079- DKT159127 and DKT159129- DKT159142) in the amount of \$398,474.65.
- [25.](#) Motion to approve Docket of Claims (DKT159143) in the amount of \$77,800.00.

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.

Proclamation Honoring

EAGLE SCOUT THOMAS KONKEL

WHEREAS: the mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Law, and

WHEREAS: the designation of Eagle Scout is the highest achievement in the Boy Scouting program, which was founded over 100 hundred years ago and only four percent of Boy Scouts are granted this distinguished rank, and

WHEREAS: Eagle Scout Thomas Konkell, Troop 210, achieved the rank of Eagle Scout on October 28, 2021 and celebrated his Eagle Scout Court of Honor Ceremony on November 30, 2021; and

WHEREAS: Thomas is currently a senior at Hancock High School and lives in Diamondhead with his parents, Allen and Catherine Konkell; and

WHEREAS: Thomas has successfully completed his Eagle Scout project that included building 10 benches for the Dog Park and 6 bird houses designed for blue birds. He received numerous monetary donations that paid for the project costing \$1,300.00. This project allowed him to give back to his community; and

WHEREAS: Thomas Konkell serves as an example to the youth of our community through his high level of personal achievement, leadership and community service and has made the City of Diamondhead very proud.

NOW, THEREFORE, I, Nancy Depreo, Mayor, of the City of Diamondhead, County of Hancock and State of Mississippi, do hereby proclaim Thomas Konkell an outstanding citizen, and to recognize his achievements and extend to him our deepest appreciation for all his dedicated work and wish him the best in all of his future endeavors.

PRESENTED the 7th day of December, 2021.

MAYOR NANCY DEPREO

seal



Mayor Depreo	At	Item No. 1.
Councilmember Maher		
Councilmember Finley		Ward 1
Councilmember Moran		Ward 2
Councilmember Sheppard		Ward 3
Councilmember Clark		Ward 4

MINUTES
RECESS MEETING OF THE CITY COUNCIL
Wednesday, November 10, 2021
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

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

Invocation

Mayor Depreo

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 2 Alan Moran

Ward 3 Ricky Sheppard

Ward 4 Charles Clark

ABSENT

Ward 1 Shane Finley

Confirm or Adjust Agenda Order

Motion made by Ward 3 Sheppard, Seconded by Ward 2 Moran to confirm the agenda as presented.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Moran, Ward 3 Sheppard, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular Meeting of the City Council will be held November 16, 2021 at 6:00 p.m. in City Hall in Council Chambers located at 5000 Diamondhead Circle.
2. The City of Diamondhead's Festival and BBQ Competition is scheduled for Saturday, November 13th from 10:00 a.m. to 7 p.m. at Harbor Circle.

3. Drainage Update 2021 - All City Master Engineering Firms, Covington Civil & Environmental, Pickering Firm, Chiniche Engineering & Surveying, Digital Engineering and Machado Patano were present at the meeting and presented an update on specific project assignments.

Public Comments on Agenda Items - None.

Policy Agenda.

Resolutions:

1. **2021-370:** Motion to adopt Resolution 2021-075 thereby proclaiming Thanksgiving, Christmas and New Year's Day Holidays and further ordering City of Diamondhead government office closures for same.

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to adopt Resolution 2021-075 thereby proclaiming Thanksgiving, Christmas and New Year's Day Holidays and further ordering City of Diamondhead government office closures for same.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Moran, Ward 3 Sheppard, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 2 Moran, Seconded by Ward 4 Clark to approve the following agenda items by consent:

2. **2021-369:** Motion to approve and enter into contract with Bottom 2 Top Construction, LLC in the amount of \$184,054.50 for the Hilo Street Culvert Replacement Project awarded on October 6, 2021, authorize the City Manager to execute contract and issue notice to the contractor to proceed as appropriate.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Moran, Ward 3 Sheppard, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

2. **2021-369:** Motion to approve and enter into contract with Bottom 2 Top Construction, LLC in the amount of \$184,054.50 for the Hilo Street Culvert Replacement Project awarded on October 6, 2021, authorize the City Manager to execute contract and issue notice to the contractor to proceed as appropriate.

Public Comments on Non-Agenda Items - None.

Drainage Update 2021 - All City Master Engineering Firms, Covington Civil & Environmental, Pickering Firm, Chiniche Engineering & Surveying, Digital Engineering and Machado Patano were present at the meeting and presented an update on specific project assignments.

Drainage Presentation. Mayor Depreo conducted power point presentation with an overview of drainage throughout the City since incorporation to present. She highlighted past, present and future drainage projects as well as the major drainage issues and concerns facing the City today.

Adjourn/Recess.

At 6:46 with no further matters to come before the Council, motion made by Ward 4 Clark, seconded by Councilmember-At-Large Maher to adjourn.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 2 Moran, Ward 3 Sheppard, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Immediately following the meeting, all engineering firms were available to speak individually with residents.

Nancy Depreo
Mayor

Jeannie Klein
City Clerk



Mayor Depreo	At	Item No.2.
Councilmember Maher		
Councilmember Finley		Ward 1
Councilmember Moran		Ward 2
Councilmember Sheppard		Ward 3
Councilmember Clark		Ward 4

MINUTES

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, November 16, 2021

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

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

Invocation – Councilmember Sheppard

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Alan Moran

Ward 3 Ricky Sheppard

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to confirm the agenda as presented.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular Scheduled Meeting of the City Council will held at 6:00 p.m. December 7, 2021 in Council Chambers in City Hall located at 5000 Diamondhead Circle.
2. City Hall will be closed Thursday and Friday November 25 and 26th in observance of the Thanksgiving Holiday.

City Manager's Report.

1. Diamondhead Festival and BBQ Competition – the festival was a huge success. All of the teams and vendors spoke very positively of the event and are looking forward to next year. Comments from residents were also very positive. I would like to thank councilman Ricky Sheppard and the

steering committee for planning the event and working hard on Friday and Saturday. Our sponsors contributed over \$21K to help make the event a success.

2. Main Street – We are finalizing the application to submit to MS Main Street Association. One of the items needed is a resolution of support from the city council. This is on the agenda tonight. We hope to be considered in December by their board of directors.
3. Employee Incentive Program – Included in our FY22 budget is two employee incentive payments. These are payable in November and May for \$250 each if the employee qualifies. This is performance incentive payment.
4. American Fidelity – There is a Section 125 Administrative Services Agreement with American Fidelity on the agenda for consideration by the council. This will allow employees to select from their list of products for self-funded insurance and other products. This does not cost the city anything since this is employee paid.
5. Interfund Transfers and Loans – There is a motion to approve the interfund transfers and loans to specific grant funds. The transfers are our local matching funds for a specific project that is required. The loans will be repaid to the City's general fund once the project is completed and fully funded by the grant.
6. Diamondhead Drive Protected Multimodal Lane – Part of our comprehensive plan included adding a protected multimodal lane on the Diamondhead Drive loop. We engaged Orion Planning this summer to develop the construction plans for this project. Today, I met with Bert from Orion to review the draft plans. It really looks great. He is going to continue preparing the plans based on our feedback. We hope to have something to present to the council in December.
7. Short Term Rentals – Orion is working on the draft policy for short term rentals. Bob will be presenting a draft for discussion with the planning and zoning commission in December. A survey will be distributed to residents once Orion updates the draft after the P&Z meeting. Based on all feedback from resident and the P&Z commission, Orion will present a final recommendation in January to P&Z. Hopefully, this will come to the council for consideration for the first meeting in February.
8. Drainage Update – The recess council meeting last week was well attended by residents and provided great information to residents as the council begins to develop long term plans to address drainage problems in the city. I have printed several maps that are located on the walls of council chambers for future reference. One of the next steps for the council will be to prioritize the list of projects since we have limited funding available at this time. We will be seeking grant funding, including ARPA, and determining what low-cost projects can be done in a short time period.
9. Health Insurance Renewals – Jeannie provided an update to the council on the upcoming health insurance renewal in December. We are expecting a 16% rate increase.

Public Comments on Agenda Items. None.

Policy Agenda.

Minutes:

1. Motion to approve November 2, 2021 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve the November 2, 2021 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Resolutions:

2. **2021-373:** Motion to adopt Resolution 2021-07 authorizing application for a Diamondhead Main Street Association participation in the Mississippi Main Street Program and for other related matters.

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to to adopt Resolution 2021-07 authorizing application for a Diamondhead Main Street Association participation in the Mississippi Main Street Program and for other related matters.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve the following agenda items by consent:

3. **2021-354:** Motion to approve a Master Service Agreement Work Assignment with Digital Engineering for Beaux Vue Phase 2 Drainage Improvements in an amount not to exceed \$34,912.00.
4. **2021-371:** Motion to accept donations in the total amount of \$2,050 for the proposed dog park.
5. **2021-372:** Motion to approve payments to Digital Engineering in the amount of \$2,372.50 for Roadway Improvements Phase 3 and \$992.50 for GIS Maintenance.
6. **2021-375:** Motion to authorize payroll expenses for the Employee Incentive Plan for FY22 in the amount of \$250 each for eligible employees for the second payroll periods in November 2021 and May 2022 to be determined by the City Manager.
7. **2021-376:** Motion to authorize the administration to enter in to a Service Exchange Agreement with American Fidelity for Section 125 Administrative Services and for other elective insurance products for employees.
8. **2021-377:** Motion to approve Interfund Loans and/or Interfund Transfers from the General Fund to Fund 116 NRCS Grant, Fund 156 Gulf Coast Restoration Fund (Commercial District Transformation), Fund 157 GRPC-East Aloha Improvements Ph. 2 Grant, Fund 158 Tidelands 21/22 Noma Drive Public Access Grant and Fund 159 GOMESA March Erosion Prevention Grant.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

9. Motion to approve the Docket of Claims (DKT159029-DKT159062) in the amount of \$92,607.86.

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to approve the Docket of Claims (DKT159029-DKT159062) in the amount of \$92,607.86.

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

MOTION CARRIED UNANIMOUSLY

10. Motion to approve Docket of Claims (DKT159063 - DKT159065) in the amount of \$701.00 for 2021 Diamondhead Festival and BBQ Competition payables.

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to approve Docket of Claims (DKT159063 - DKT159065) in the amount of \$701.00 for 2021 Diamondhead Festival and BBQ Competition payables.

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

MOTION CARRIED UNANIMOUSLY

11. Payroll Payables APPKT01629 (DKT159015 - DKT159028 in the amount of \$48,774.13, PRCLAIM102 in the amount of \$29,997.66, PRCLAIM103 in the amount of \$88.67, PRCLAIM104 in the amount of \$2,696.22 and PRCLAIM in the amount of \$30,379.55

Motion made by Ward 3 Sheppard, Seconded by Ward 2 Moran to approve Payroll Payables APPKT01629 (DKT159015 - DKT159028 in the amount of \$48,774.13, PRCLAIM102 in the amount of \$29,997.66, PRCLAIM103 in the amount of \$88.67, PRCLAIM104 in the amount of \$2,696.22 and PRCLAIM in the amount of \$30,379.55

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to accept the following Department Reports:

- a. October 2021 Financials
- b. Building Department
Privilege License

Police Department Stats
Code Enforcement

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items. - None.

Executive Session

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to enter closed session to determine necessity for executive session.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to enter executive session for the discussion of potential litigation (Heath Ladner) pursuant to MS Code Annotated Section 25-41-7(4)(b) and for property acquisition pursuant to MS Code Annotated Section 25-41-7(4)(g).

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to exit executive session.

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

MOTION CARRIED UNANIMOUSLY

After returning to Council Chambers, motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to come out closed session.

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

City Attorney Cusick announced to the public that while in executive session no official action was taken.

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to amend the agenda to include Agenda Item 2021-378 regarding property acquisition from The Peoples Bank.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to declare that the city is in need of lots for drainage purposes and to assist the city in accessing drainage canals and ditches throughout the city; and further to authorize the City Manager to make an offer to purchase 48 lots for the total purchase

price of \$75,000.00 from People's Bank pursuant to purchasing laws; and further finding that the purchase price of said lots is consistent with the property's value and is not unreasonable.

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

MOTION CARRIED UNANIMOUSLY

Adjourn/Recess.

At T 6:447 P.M. with no further business to come before the Council, motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

Resolution # 2021- 077
Agenda Item 2021-384

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 MICHAEL J. CASANO AND PETER J. CASANO, III

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 the construction of a public boat launch and for recreation purposes that is currently owned by Michael Casano.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Michael Casano and Peter J. Casano, III, have expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto as Exhibit “A” to this resolution
4. The City is willing to accept the donation of the aforementioned property.

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 property.

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 property by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject property 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
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

RESOLUTION OF THE CITY OF DIAMONDHEAD REQUESTING ASSISTANCE FROM THE CITY OF WAVELAND TO UTILIZE GRANDSTAND FOR KREWE OF DIAMONDHEAD MARDI GRAS PARADE RESCHEDULED TO BE HELD ON FEBRUARY 26, 2022.

WHEREAS, the City of Diamondhead, (the “City”), will be hosting the Krewe of Diamondhead and it’s annual Mardi Gras Parade on Saturday, February 26, 2022 for the pleasure and viewing by its residents; and

WHEREAS, the City of Diamondhead has approved within its FY22 budget expenses for police detail and restroom facilities for the health, safety and wellbeing of parade goers and participants as it has done for many years; and

WHEREAS, the City of Diamondhead would like to provide grandstand accommodations for viewers, spectators and city officials as has been done for many years; and

WHEREAS, the City is requesting the use of a grandstand from the City of Waveland pursuant to the 2016 Interlocal Government Cooperation Agreement between Hancock County and the Cities of Bay St. Louis, Waveland and Diamondhead.

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

SECTION I. The findings, conclusions and statements of fact contained in the preamble are hereby adopted, ratified and incorporated herein.

SECTION II. Pursuant to the terms of the 2016 Interlocal Government Cooperation Agreement between Hancock County and the Cities of Bay St. Louis, Waveland and Diamondhead, the City respectfully requests that the City of Waveland permit the use of its

grandstand by the City of Diamondhead to host the Krewe of Diamondhead Mardi Gras Parade on February 26, 2022.

THE ABOVE AND FOREGOING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY COUNCILMEMBER _____, SECONDED BY COUNCILMEMBER _____, AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 7th DAY OF December, 2021.

	Aye	Nay	Abstain
Mayor Depreo	_____	_____	_____
Councilmember Finely	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____

NANCY DEPREO, MAYOR

Attest:

Jeannie Klein, City Clerk

Resolution 2021-079
Agenda Item 2021-390

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 14 and 15, DIAMONDHEAD PHASE 2, UNIT 10, BLOCK 19, 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 14 and 15, Diamondhead Phase 2, Unit 10, Block 19 (see attached survey from Donald E. Ried as Exhibit A).
2. James H. Brownell is the owner of Lots 14 and 15, Diamondhead Phase 2, Unit 10, Block 19. The parcel numbers are 067N-2-35-133.000 and 067N-2-35-134.000. The physical street address is 6529 Kiko Street.
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 14 and 15, Diamondhead Phase 2, Unit 10, Block 19.

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 14 and 15, Diamondhead Phase 2, Unit 10, Block 19 described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer District and CEPA do not have any objections.

SECTION 2. It is agreed and understood that James H. Brownell 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 2021-079
Agenda Item 2021-390

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

10/29/21

Request for abandonment of easement between parcels 067N-2-35-133.00 and 067N-2-35-134.000 to consolidate lots.



Jim Brownell

318-547-0043

~~66~~ 6529 Kiko St.

Abandonment of Easement Request

Pat,

I have reviewed the request to abandon the easement off of Kiko St (between lots 14 & 15) at the address 6529 Kiko St. Coast Electric agrees to abandon the easement between lots 14 & 15. However, there is a pole located on this lot line that will remain in place as it serves this address.

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

Thanks,



Kendall Ladner

Director of System Engineering

(228) 216-8889

Pat Rich

From: Stanley Bychurch
Sent: Monday, November 1, 2021 11:10 AM
To: Pat Rich
Subject: RE: AOE 6529 Kiko St.

No problem with that
Thanks,
Stanley

From: Pat Rich <prich@diamondhead.ms.gov>
Sent: Friday, October 29, 2021 4:58 PM
To: Stanley Bychurch <sbychurch@diamondhead.ms.gov>; Kendall Ladner <kendallladner@coastepa.com>
Cc: Ronald Jones <rjones@diamondhead.ms.gov>; Beau King <bking@diamondhead.ms.gov>; Tammy Braud <tbraud@diamondhead.ms.gov>
Subject: AOE 6529 Kiko St.

Good afternoon,

Jim Brownwell is requesting the abandonment of the 5' easement along either side of the common property line between lots 14 & 15, Diamondhead Subdivision, Phase 2, Block 15, City of Diamondhead for the purpose of consolidating lots with the street address of 6529 Kiko Street.

Does your company or office need this easement to provide current or future services? Please provide me your written comments by Thursday, November 4th.

Thanks in advance,

J. Pat Rich
Development Coordinator

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
228-242-1613

DIAMONDHEAD WATER & SEWER DISTRICT

REQUEST FOR AN ABANDONMENT OF EASEMENT

DATE: 11-1-21PROPERTY OWNER OR OWNERS: James H. Brownell
6529 KikoPHONE NUMBER: 318-547-0043EMAIL ADDRESS: JimBroJr@hotmail.com

DESIRE TO HAVE UTILITY EASEMENT ABANDONED BETWEEN:

PROPERTY DESCRIPTION: PHASE 2 UNIT 10 BLOCK 19 LOT 14PHASE 2 UNIT 10 BLOCK 19 LOT 15

PHASE _____ UNIT _____ BLOCK _____ LOT _____

PROPERTY ADDRESS: 6529 Kiko StreetCUSTOMER SIGNATURE: James H. Brownell

OFFICE USE ONLY:

DATE APPROVED: 11/5/2021APPROVED BY: [Signature]ABANDONMENT FEE: \$50.00 11/2/21 RRRAPPROVED BY BOARD: Motion 9.3, 11/19/21 [Signature]EMAILED COPY: (SIGN/DATE) 11/22/21 RRR

SURVEY DESCRIPTION

PARCEL OF LAND LOCATED IN THE DIAMONDHEAD SUBDIVISION
BLOCK 15 UNIT 10 PHASE 2 IN THE CITY OF DIAMONDHEAD
HANCOCK COUNTY MISSISSIPPI

LOT 14

COMMENCING AT A IRON ROD AT THE SOUTHEAST
CORNER OF LOT 15 IN THE DIAMONDHEAD
SUBDIVISION BLOCK 15 UNIT 10 PHASE 2
IN THE CITY OF DIAMONDHEAD
HANCOCK COUNTY MISSISSIPPI

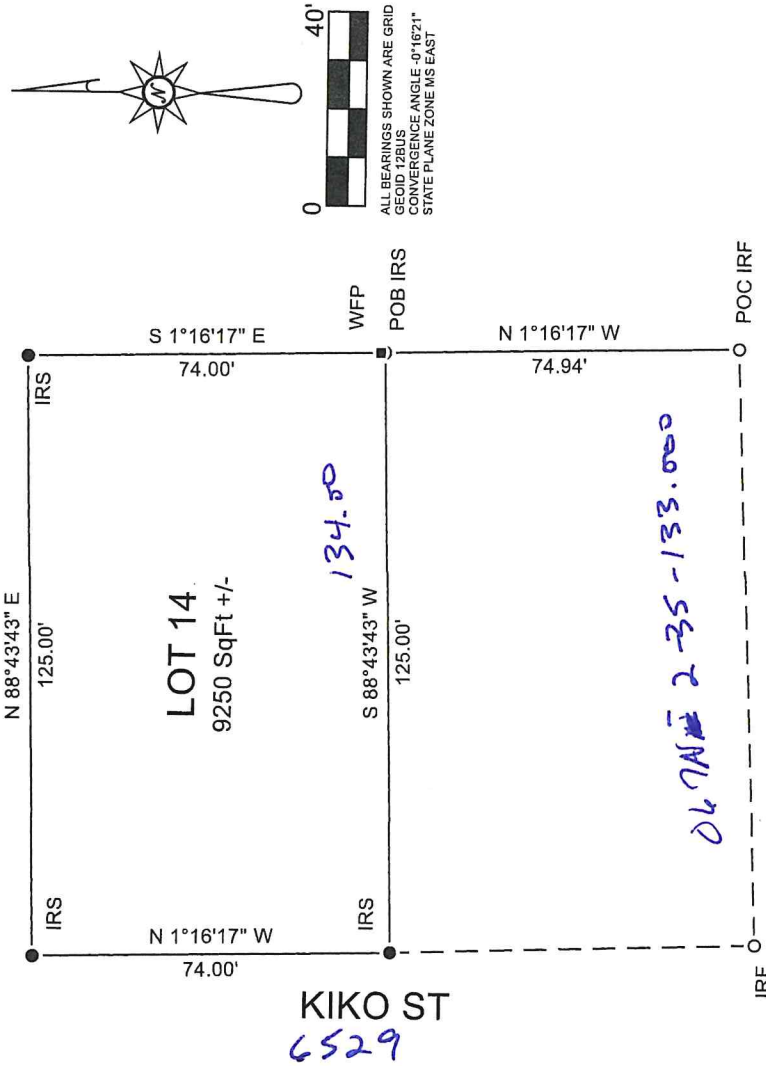
THENCE: N1°16'17"W FOR 74.94 FEET TO A IRON ROD
THENCE: S88°43'43"W FOR 125.00 FEET TO A IRON ROD
AT THE EASTERLY MARGIN OF KIKO STREET
THENCE: N1°16'17"W FOR 74.00 FEET ALONG SAID
MARGIN TO A IRON ROD
THENCE: N88°43'43"E FOR 125.00 FEET TO A IRON ROD
THENCE: S1°16'17"E FOR 74.00 FEET TO THE POINT OF
BEGINNING SAID PARCEL CONTAINS 9250 SQUARE FEET
MORE OR LESS.



REFERENCES

1. DEED BOOK 2015 PAGE 3291
2. DEED BOOK 2017 PAGE 8324
3. DEED BOOK 2017 PAGE 1784
4. PLAT OF RECORD ON FILE AT
HANCOCK COUNTY CHANCERY
CLERKS OFFICE
5. HANCOCK COUNTY TAX MAP 067N

LEGEND	
●	IRS = 1/2 INCH IRON ROD SET W/ORANGE CAP MARKED RIED ASSOC PLS 3037
○	IRF = 1/2 IRON ROD FOUND
(M)	MEASURED RECORD
(R)	WFP WOOD FENCE POST
---	LOT LINES



SURVEY IS VALID ONLY IF PLAT HAS
ORIGINAL SEAL AND SIGNATURE OF THE
SURVEYOR

NO ATTEMPT HAS BEEN MADE AS PART
OF THIS BOUNDARY SURVEY TO OBTAIN
SHOW DATA CONCERNING THE EXISTENCE
SIZE, DEPTH, CONDITION OR LOCATION OF
ANY UTILITY OF PUBLIC SERVICE UTILITY

THIS SURVEY MEETS THE MISSISSIPPI
MINIMUM STANDARDS FOR A CLASS
B SURVEY

THIS IS BASED ON INFORMATION PROVIDED
BY THE CLIENT. SURVEYOR HAS MADE NO
INVESTIGATION OR INDEPENDENT SEARCH
EASEMENTS OF RECORD, ENCUMBERANCES
RESTRICTIVE COVENANTS, OWNERSHIP OF
TITLE EVIDENCE, OR ANY OTHER FACTS
THAT A CURRENT TITLE SEARCH MAY
DISCLOSE

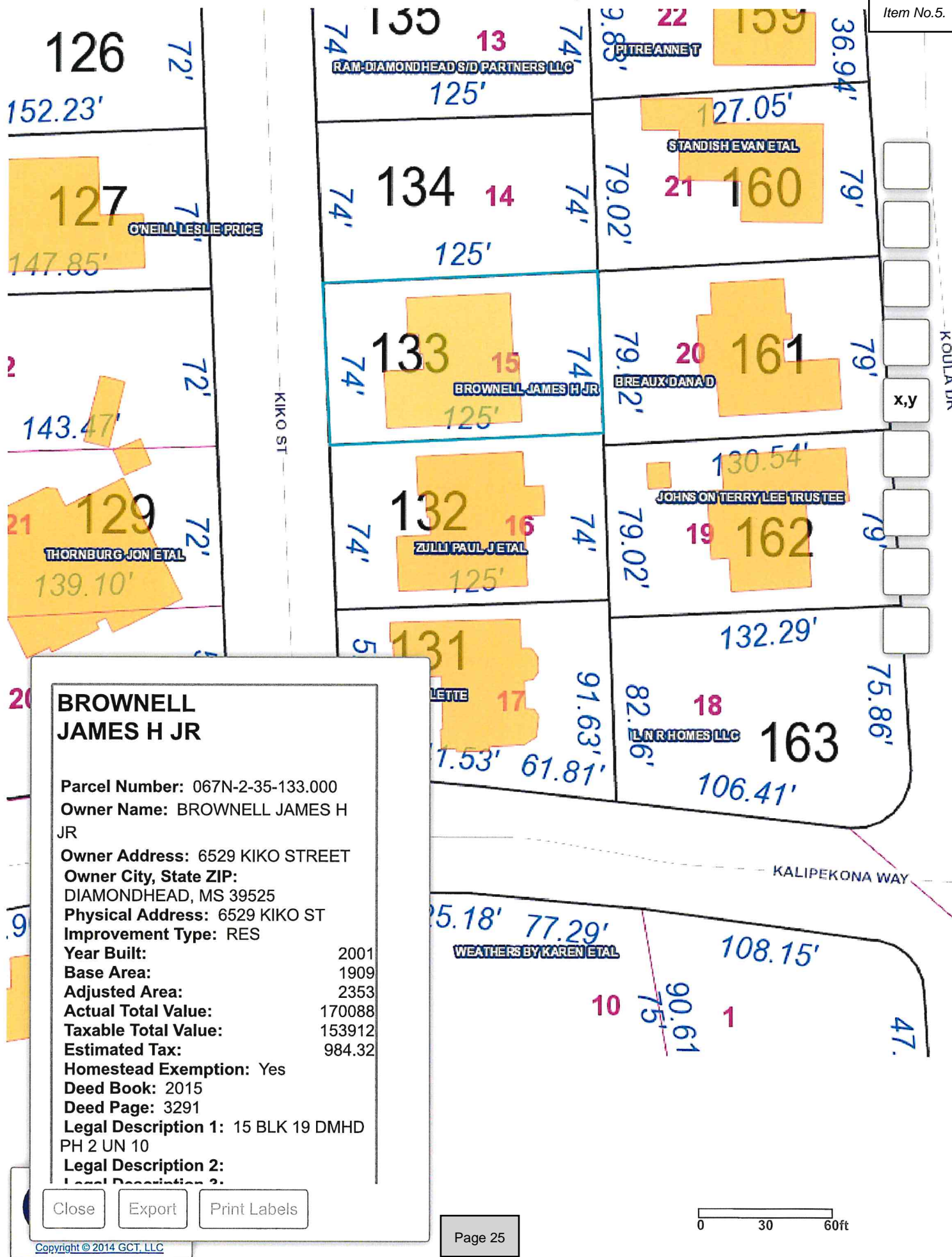
IN CONSIDERATION OF A FEE PAID I DECLARE
THAT THIS SURVEY WAS DONE BY ME OR
UNDER MY IMMEDIATE SUPERVISION AND
IS CORRECT TO MY PROFESSIONAL
KNOWLEDGE AND BELIEF.



RIED & ASSOCIATES LLC
9526 BENEHEEWAH TRAIL
PASSCHRISTIAN MS 39571
PHONE 228 205-4007

SURVEY OF LOT 14 LOCATED IN THE DIAMONDHEAD
SUBDIVISION BLOCK 15 UNIT 10 PHASE 2 IN THE CITY
OF DIAMONDHEAD HANCOCK COUNTY MISSISSIPPI

SCALE 40 FT/IN	SURVEY DATE 05/14/21	DRAWN BY DER
JOB 21-055	DRAWING DATE 05/12/21	CHECKED BY MLSR



Resolution # 2021-081
Agenda Item 2021-394

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY”), TO ACQUIRE, BY PURCHASE, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FROM PEOPLES BANK

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 drainage and greenspace purposes that is currently owned by PEOPLES BANK.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. PEOPLES BANK has expressed a willingness to sell the property legally described in the Contract and attached hereto as Exhibit “A” to this resolution.
4. The City is willing to purchase the aforementioned properties and resolves to pay the purchase price of seventy-five thousand dollars and no/100 (\$75,000.00) and to also pay any and all closing costs for same.
5. The City further agrees to employ Michael J. Casano, Esq. to perform the closing on said properties and finds that his fee schedule and costs are appropriate and reasonable.

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 Quitclaim Deeds of the aforementioned property.

SECTION 2. That the Governing Body of the City does hereby employ and authorize Michael J. Casano, Esq. to prepare and record any and all documentation related to the acquisition of the aforementioned property as part of the closing process and for the City Manager to execute the contract for purchase and any other necessary documentation to effectuate the finalizing of the purchase of the subject property on behalf of the City.

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 Finley	___	___	___
Councilmember Moran	___	___	___
Councilmember Sheppard	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___

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)

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD
APPOINTING MICHAEL RESO, CITY MANAGER AS APPLICANT AGENT AND JEANNIE
KLEIN, CITY CLERK AS ALTERNATE APPLICANT AGENT - HURRICANE IDA (FEMA
DISASTER DR#4626) PUBLIC ASSISTANCE**

WHEREAS, the United States President Joseph R. Biden, Jr. on October 22, 2021 declared that a major disaster exists in Mississippi in areas affected by Hurricane Ida from August 18, 2021 to September 1, 2021 ;

WHEREAS, the declaration of emergency state tribes, territories, and the District of Columbia pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). State, Territorial, Tribal, local government entities and certain private non-profit (PNP) organizations are eligible to apply for public assistance; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby designate Michael Reso, City Manager, to serve as Applicant Agent and Jeannie Klein, City Clerk, to serve as alternate Applicant's Agent for Federal DR#4626.

SO BE IT RESOLVED, this the _____7th____ day of __December_____, 2021.

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

	Aye	Nay	Abstain
Councilmember Depreo	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Morgan	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember L'Ecuyer	_____	_____	_____
Mayor Schafer	_____	_____	_____

APPROVED _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

seal



November 19, 2021

Mike Reso
City Project Manager
City of Diamondhead Public Works
5000 Diamondhead Circle
Diamondhead, Ms
Ph: 228-222-4626 Fax: 228-222-4390

Re: NRCS Channel Stabilization at Diamondhead @ Alkii Way – Final Inspection – DRAFT REPORT
Pickering Firm, Inc. Project No. 25748.00

Mr. Reso,

Pickering Firm, Inc. attended the final inspection for the NRCS - Channel Stabilization project in Diamondhead on November 17, 2021. The purpose of the inspection was to document remaining project items that need to be complete or corrected as part of the final punch list before final acceptance.

Pickering recommends substantial completion of NRCS Channel Stabilization at Diamondhead @ Alkii Way after all items listed are addressed.

We appreciate being given the opportunity to provide these services for The City of Diamondhead. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,
PICKERING FIRM, INC.


Koby Coulon, PE
Civil Engineer

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Diamondhead
 Contractor: ERS, Inc.
 Engineer: Pickering Firm, Inc
 Project/Contract Name: NRCS GRANT – CHANNEL STABILIZATION AT DIAMONDHEAD DRIVE @ ALKII WAY,
 NR204423XXXXC080

Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 25748.00

This final Certificate of Substantial Completion applies to:



All Work



The following specified portions of the Work:

November 17, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract.

Amendments to Owner's responsibilities:



None



As follows:

Amendments to Contractor's responsibilities:



None



As follows:

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

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

EXECUTED BY ENGINEER:

By: [Signature]
(Authorized signature)

Title: Project Engineer

Date: 11/17/2021

RECEIVED:

By: _____
Owner (Authorized Signature)

Title: _____

Date: _____

RECEIVED:

By: _____
Contractor (Authorized Signature)

Title: _____

Date: _____

**City of Diamondhead, MS; NRCS GRANT-CHANNEL STABILIZATION AT
DIAMONDHEAD DRIVE @ ALKII WAY NR204423XXXXC080**

ERS, Inc. Construction Contract

PUNCH LIST

From Project Walk-Thru; Wednesday November 17, 2021

PEOPLE/COMPANIES PRESENT FOR PROJECT WALK-THRU

Todd Roberts	ERS, Inc.
Michael Reso	City Manager, Diamondhead
Stanley Bychruch	Public Works, Diamondhead
Jeff Jones	NRCS
Cara Wagner	Pickering Firm, Inc.
Payton Billingsley	Pickering Firm, Inc.
Koby Coulon	Pickering Firm, Inc.
Ron Ellis	Pickering Firm, Inc.

General:

1. Clean-up project area including but not limited to: misc. blocks of concrete, rock outside of channel that was not used, and any other materials that were not used for the construction of this project.
2. Extend all edges of the Erosion Control Blanket that have drawn in and add staples to assure stability.
3. Add erosion control blankets and grassing along all exposed edges of the channel that have not received this treatment. The measured length of this item is 135 feet.
4. Finish grading and clean up access area.

Concrete Channel:

1. Weep Holes are required to be cut flush with the base concrete slab within channel.
2. Fill and stabilize all areas that have washed-out along both sides of the concrete channel.
3. Seal all remaining joints that were not sealed per plans.
4. Remove excess material from bottom of concrete ditch.



2021-38

Item No.9.

5000 Diamondhead Circle -
Diamondhead, MS 39525-3260

December 1, 2021

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

Mayor and Council:

Re: Payments to Pickering Firm for professional services

Attached for your review and consideration are invoices for payment from Pickering Firm for projects as listed:

\$ 5,597.50	Makiki Dr. Culvert Replacement
\$ 3,042.50	NRCS Grant – Channel Stabilization – Diamondhead Dr. @ Alkii Way
\$ 8,155.00	NRCS Grant – Channel Stabilization – Diamondhead Dr. @ Alkii Way

If you find these documents to be in order, please proceed with payment.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Reso", is written over a light blue horizontal line.

Michael Reso
City Manager

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

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

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

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

November 9, 2021

Project No: 26040.00

Invoice No: 0090149

Client Contact: Michael Reso

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

Professional Services from October 1, 2021 to October 30, 2021

Task	001	Wetland Delineation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,748.50	4,748.50
Limit					5,000.00
Remaining					251.50
Total this Task					0.00
Task	002	Wetland Permitting Assistance			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	350.00	350.00
Limit					7,800.00
Remaining					7,450.00
Total this Task					0.00
Task	003	Boundary and Topo Survey			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,500.00	4,500.00
Limit					4,500.00
Total this Task					0.00
Task	004	Easement Plats			
Total this Task					0.00
Task	005	Engineering Assessment			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	2,500.00	2,500.00
Limit					2,500.00
Total this Task					0.00

Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0090149
---------	----------	--------------------------------	---------	---------

Task	006	Engineering Design
------	-----	--------------------

Professional Personnel

	Hours	Rate	Amount	
PROFESSIONAL ENGINEER				
Coulon, Koby	37.50	97.00	3,637.50	
Wagner, Cara	5.00	97.00	485.00	
PROJECT ENGINEER				
Billingsley, Payton	8.00	75.00	600.00	
Smith, Maggie	13.00	75.00	975.00	
Totals	63.50		5,697.50	
Total Labor				5,697.50
Billing Limits	Current	Prior	To-Date	
Total Billings	5,697.50	1,706.50	7,404.00	
Limit			10,800.00	
Remaining			3,396.00	
		Total this Task		\$5,697.50

Task	007	Project Bidding		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			4,000.00	
Remaining			4,000.00	
		Total this Task		0.00

Task	008	Construction Engineering and		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			8,000.00	
Remaining			8,000.00	
		Total this Task		0.00
		Total this Invoice		\$5,697.50

Project 26040.00 Makiki Dr. Culvert Replacement Invoice 0090149

Billing Backup

Tuesday, November 9, 2021

Pickering

Invoice 0090149 Dated 11/9/2021

6:18:22 PM

Task 006 Engineering Design

Professional Personnel

			Hours	Rate	Amount
PROFESSIONAL ENGINEER					
02573	Coulon, Koby	10/1/2021	5.00	97.00	485.00
02573	Coulon, Koby	10/5/2021	2.00	97.00	194.00
02573	Coulon, Koby	10/7/2021	1.50	97.00	145.50
02573	Coulon, Koby	10/8/2021	2.00	97.00	194.00
02573	Coulon, Koby	10/11/2021	4.00	97.00	388.00
02573	Coulon, Koby	10/12/2021	4.00	97.00	388.00
02573	Coulon, Koby	10/20/2021	2.00	97.00	194.00
02573	Coulon, Koby	10/26/2021	2.00	97.00	194.00
02573	Coulon, Koby	10/27/2021	6.00	97.00	582.00
02573	Coulon, Koby	10/28/2021	6.00	97.00	582.00
02573	Coulon, Koby	10/29/2021	3.00	97.00	291.00
02031	Wagner, Cara	10/26/2021	2.00	97.00	194.00
02031	Wagner, Cara	10/27/2021	3.00	97.00	291.00
PROJECT ENGINEER					
02569	Billingsley, Payton	10/28/2021	4.00	75.00	300.00
02569	Billingsley, Payton	10/29/2021	4.00	75.00	300.00
02108	Smith, Maggie	10/26/2021	5.00	75.00	375.00
02108	Smith, Maggie	10/27/2021	2.00	75.00	150.00
02108	Smith, Maggie	10/28/2021	4.00	75.00	300.00
02108	Smith, Maggie	10/29/2021	2.00	75.00	150.00
Totals			63.50		5,697.50
Total Labor					5,697.50
Total this Task					\$5,697.50
Total this Project					\$5,697.50
Total this Report					\$5,697.50

Detailed Timesheet for the Period Ending 10/2/2021

Thursday, November 4, 2021

8:34:53 AM

Pickering

Employee

02573

Coulon, Koby J

Total Hr	Sun 9/26	Mon 9/27	Tue 9/28	Wed 9/29	Thu 9/30	Fri 10/1	Sat 10/2
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

005

Engineering Assessment

89209

Reg

12.00					7.00	5.00	
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9/30 Layout

10/1 Layout

Detailed Timesheet for the Period Ending 10/9/2021

Thursday, November 4, 2021

8:36:53 AM

Pickering

Employee

02573

Coulon, Koby J

Total Hr	Sun 10/3	Mon 10/4	Tue 10/5	Wed 10/6	Thu 10/7	Fri 10/8	Sat 10/9
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

005

Engineering Assessment

89209

Reg

5.50			2.00		1.50	2.00	
------	--	--	------	--	------	------	--

10/5 design. update drainage areas

10/7 Report

10/8 Report

Detailed Timesheet for the Period Ending 10/16/2021

Thursday, November 4, 2021
8:38:55 AM

Pickering

Employee

02573

Coulon, Koby J

Total Hr	Sun 10/10	Mon 10/11	Tue 10/12	Wed 10/13	Thu 10/14	Fri 10/15	Sat 10/16
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26040.00
006Makiki Dr. Culvert Replacement
Engineering Design

Client: City of Diamondhead

89209

Reg

8.00		4.00	4.00				
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10/11 Revised drainage areas for report

10/12 design. update drainage areas

Detailed Timesheet for the Period Ending 10/23/2021

Thursday, November 4, 2021
8:40:44 AM

Pickering

Employee

02573

Coulon, Koby J

Total Hr	Sun 10/17	Mon 10/18	Tue 10/19	Wed 10/20	Thu 10/21	Fri 10/22	Sat 10/23
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26040.00
006Makiki Dr. Culvert Replacement
Engineering Design

Client: City of Diamondhead

89209

Reg

2.00				2.00			
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10/20 Site survey for report

Detailed Timesheet for the Period Ending 10/30/2021

Thursday, November 4, 2021

8:43:03 AM

Pickering

Employee

02573

Coulon, Koby J

Total
Hr

Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
		2.00	6.00	6.00	3.00	

26040.00
006Makiki Dr. Culvert Replacement
Engineering Design

Client: City of Diamondhead

89209

Reg

17.00

10/26 Report

10/27 Report

10/28 Report

10/29 Report

Detailed Timesheet for the Period Ending 10/30/2021

Thursday, November 4, 2021

8:44:16 AM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
-------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

006

Engineering Design

89206

Reg

5.00			2.00	3.00			
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10/26 finish report

10/27 finish report

Detailed Timesheet for the Period Ending 10/30/2021

Thursday, November 4, 2021

8:45:34 AM

Pickering

Employee

02569

Billingsley, Payton A

Total Hr	Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
-------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

26040.00
006Makiki Dr. Culvert Replacement
Engineering Design

Client: City of Diamondhead

89209

Reg

8.00					4.00	4.00	
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10/28 Report finalization

10/29 Report finalization

Detailed Timesheet for the Period Ending 10/30/2021

Thursday, November 4, 2021
8:47:08 AM

Pickering

Employee

02108

Smith, Maggie

Total Hr	Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
-------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

26040.00

Makiki Dr. Culvert Replacement

Client: City of Diamondhead

006

Engineering Design

89018

Reg

13.00			5.00	2.00	4.00	2.00	
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10/26 exhibits, OPC

10/27 exhibits

10/28 exhibits, OPC, report

10/29 exhibits, report

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

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

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

August 10, 2021

Project No: 25748.00

Invoice No: 0089590

NRCS Grant - Channel Stabilization at Diamondhead Drive @ Alkii Way
Work Assignment No. 00-01-2021

Professional Services from July 4, 2021 to July 31, 2021

Task	001	Survey			
Fee					
Total Fee		1,500.00			
Percent Complete	100.00	Total Earned	1,500.00		
		Previous Fee Billing	1,500.00		
		Current Fee Billing	0.00		
		Total Fee		0.00	
		Total this Task		0.00	
Task	002	Environmental Permitting			
Fee					
Total Fee		5,000.00			
Percent Complete	100.00	Total Earned	5,000.00		
		Previous Fee Billing	5,000.00		
		Current Fee Billing	0.00		
		Total Fee		0.00	
		Total this Task		0.00	
Task	003	Engineering Design			
Fee					
Total Fee		13,850.00			
Percent Complete	100.00	Total Earned	13,850.00		
		Previous Fee Billing	13,850.00		
		Current Fee Billing	0.00		
		Total Fee		0.00	
		Total this Task		0.00	
Task	004	Bid Phase Services			
Fee					
Total Fee		4,000.00			
Percent Complete	100.00	Total Earned	4,000.00		

Project	25748.00	Diamondhead EWP Alkii Way	Invoice	0089590
		Previous Fee Billing	4,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 005 CEI

Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL ENGINEER				
Wagner, Cara	11.00	135.00	1,485.00	
RESIDENT PROJECT REPRESENTATIVE				
Ellis, Ronald	18.25	70.00	1,277.50	
Keith, Austin	4.00	70.00	280.00	
Totals	33.25		3,042.50	
Total Labor				3,042.50
		Total this Task		\$3,042.50
		Total this Invoice		\$3,042.50

Outstanding Invoices

Number	Date	Balance
0089419	7/13/2021	8,744.53
Total		8,744.53

Project	25748.00	Diamondhead EWP Alkii Way	Invoice	0089590
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Billing Backup

Friday, November 19, 2021

Pickering

Invoice 0089590 Dated 8/10/2021

2:38:54 PM

Task	005	CEI
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Professional Personnel

			Hours	Rate	Amount
PRINCIPAL ENGINEER					
02031	Wagner, Cara	7/6/2021	1.00	135.00	135.00
02031	Wagner, Cara	7/8/2021	1.00	135.00	135.00
02031	Wagner, Cara	7/12/2021	1.00	135.00	135.00
02031	Wagner, Cara	7/14/2021	2.00	135.00	270.00
02031	Wagner, Cara	7/16/2021	1.00	135.00	135.00
02031	Wagner, Cara	7/20/2021	2.00	135.00	270.00
02031	Wagner, Cara	7/22/2021	2.00	135.00	270.00
02031	Wagner, Cara	7/27/2021	1.00	135.00	135.00
RESIDENT PROJECT REPRESENTATIVE					
02098	Ellis, Ronald	7/6/2021	.75	70.00	52.50
02098	Ellis, Ronald	7/7/2021	4.00	70.00	280.00
02098	Ellis, Ronald	7/8/2021	1.00	70.00	70.00
02098	Ellis, Ronald	7/9/2021	.50	70.00	35.00
02098	Ellis, Ronald	7/12/2021	1.50	70.00	105.00
02098	Ellis, Ronald	7/13/2021	.50	70.00	35.00
02098	Ellis, Ronald	7/14/2021	.50	70.00	35.00
02098	Ellis, Ronald	7/15/2021	.50	70.00	35.00
02098	Ellis, Ronald	7/16/2021	1.00	70.00	70.00
02098	Ellis, Ronald	7/19/2021	2.00	70.00	140.00
02098	Ellis, Ronald	7/20/2021	1.00	70.00	70.00
02098	Ellis, Ronald	7/21/2021	1.00	70.00	70.00
02098	Ellis, Ronald	7/22/2021	1.00	70.00	70.00
02098	Ellis, Ronald	7/23/2021	3.00	70.00	210.00
02553	Keith, Austin	7/23/2021	4.00	70.00	280.00
Totals			33.25		3,042.50
Total Labor					3,042.50
Total this Task					\$3,042.50
Total this Project					\$3,042.50
Total this Report					\$3,042.50

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

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

November 9, 2021

Project No: 25748.00

Invoice No: 0090148

NRCS Grant - Channel Stabilization at Diamondhead Drive @ Alkii Way
Work Assignment No. 00-01-2021

Professional Services from October 3, 2021 to October 30, 2021

Task	001	Survey		
Fee				
Total Fee		1,500.00		
Percent Complete	100.00	Total Earned	1,500.00	
		Previous Fee Billing	1,500.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	002	Environmental Permitting		
Fee				
Total Fee		5,000.00		
Percent Complete	100.00	Total Earned	5,000.00	
		Previous Fee Billing	5,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	003	Engineering Design		
Fee				
Total Fee		13,850.00		
Percent Complete	100.00	Total Earned	13,850.00	
		Previous Fee Billing	13,850.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	004	Bid Phase Services		
Fee				
Total Fee		4,000.00		
Percent Complete	100.00	Total Earned	4,000.00	

Project	25748.00	Diamondhead EWP Alkii Way	Invoice	0090148
		Previous Fee Billing	4,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 005 CEI

Professional Personnel

	Hours	Rate	Amount	
PRINCIPAL ENGINEER				
Wagner, Cara	17.50	135.00	2,362.50	
SENIOR PROJECT MANAGER				
Coulon, Koby	28.50	105.00	2,992.50	
RESIDENT PROJECT REPRESENTATIVE				
Ellis, Ronald	40.00	70.00	2,800.00	
Totals	86.00		8,155.00	
Total Labor				8,155.00
		Total this Task		\$8,155.00
		Total this Invoice		\$8,155.00

Outstanding Invoices

Number	Date	Balance
0089590	8/10/2021	3,042.50
Total		3,042.50

Project 25748.00 Diamondhead EWP Alkii Way Invoice 0090148

Billing Backup

Tuesday, November 9, 2021

Pickering

Invoice 0090148 Dated 11/9/2021

6:12:21 PM

Task 005 CEI

Professional Personnel

			Hours	Rate	Amount
PRINCIPAL ENGINEER					
02031	Wagner, Cara	10/5/2021	1.00	135.00	135.00
02031	Wagner, Cara	10/6/2021	1.00	135.00	135.00
02031	Wagner, Cara	10/11/2021	1.00	135.00	135.00
02031	Wagner, Cara	10/12/2021	1.00	135.00	135.00
02031	Wagner, Cara	10/13/2021	1.50	135.00	202.50
02031	Wagner, Cara	10/18/2021	3.00	135.00	405.00
02031	Wagner, Cara	10/19/2021	1.00	135.00	135.00
02031	Wagner, Cara	10/20/2021	2.50	135.00	337.50
02031	Wagner, Cara	10/21/2021	1.50	135.00	202.50
02031	Wagner, Cara	10/26/2021	2.00	135.00	270.00
02031	Wagner, Cara	10/27/2021	2.00	135.00	270.00
SENIOR PROJECT MANAGER					
02573	Coulon, Koby	10/12/2021	2.00	105.00	210.00
02573	Coulon, Koby	10/19/2021	4.00	105.00	420.00
02573	Coulon, Koby	10/20/2021	2.00	105.00	210.00
02573	Coulon, Koby	10/21/2021	3.00	105.00	315.00
02573	Coulon, Koby	10/22/2021	4.00	105.00	420.00
02573	Coulon, Koby	10/25/2021	4.50	105.00	472.50
02573	Coulon, Koby	10/26/2021	4.00	105.00	420.00
02573	Coulon, Koby	10/27/2021	2.00	105.00	210.00
02573	Coulon, Koby	10/28/2021	2.00	105.00	210.00
02573	Coulon, Koby	10/29/2021	1.00	105.00	105.00
RESIDENT PROJECT REPRESENTATIVE					
02098	Ellis, Ronald	10/1/2021	1.00	70.00	70.00
02098	Ellis, Ronald	10/4/2021	1.00	70.00	70.00
02098	Ellis, Ronald	10/6/2021	4.50	70.00	315.00
02098	Ellis, Ronald	10/7/2021	4.00	70.00	280.00
02098	Ellis, Ronald	10/11/2021	4.50	70.00	315.00
02098	Ellis, Ronald	10/12/2021	1.00	70.00	70.00
02098	Ellis, Ronald	10/13/2021	3.00	70.00	210.00
02098	Ellis, Ronald	10/18/2021	3.00	70.00	210.00
02098	Ellis, Ronald	10/19/2021	3.00	70.00	210.00
02098	Ellis, Ronald	10/20/2021	2.00	70.00	140.00
02098	Ellis, Ronald	10/21/2021	4.00	70.00	280.00
02098	Ellis, Ronald	10/22/2021	1.50	70.00	105.00
02098	Ellis, Ronald	10/25/2021	1.00	70.00	70.00
02098	Ellis, Ronald	10/26/2021	3.50	70.00	245.00
02098	Ellis, Ronald	10/27/2021	1.00	70.00	70.00
02098	Ellis, Ronald	10/28/2021	2.00	70.00	140.00
Totals			86.00		8,155.00
Total Labor					8,155.00

Project	25748.00	Diamondhead EWP Alkii Way	Invoice	0090148
Total this Task			\$8,155.00	
Total this Project			\$8,155.00	
Total this Report			\$8,155.00	

Detailed Timesheet for the Period Ending 10/9/2021

Wednesday, November 3, 2021

4:58:35 PM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/3	Mon 10/4	Tue 10/5	Wed 10/6	Thu 10/7	Fri 10/8	Sat 10/9
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25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89206

Reg

2.00			1.00	1.00			
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10/5 corr

10/6 corr

Detailed Timesheet for the Period Ending 10/16/2021

Wednesday, November 3, 2021

5:16:22 PM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/10	Mon 10/11	Tue 10/12	Wed 10/13	Thu 10/14	Fri 10/15	Sat 10/16
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25748.00
005Diamondhead EWP Aikil Way
CEI

Client: City of Diamondhead

89206

Reg	3.50		1.00	1.00	1.50		
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10/11 catch up with Ron on progress

10/12 corr, pay app

10/13 pay app

Detailed Timesheet for the Period Ending 10/23/2021

Wednesday, November 3, 2021

5:21:12 PM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/17	Mon 10/18	Tue 10/19	Wed 10/20	Thu 10/21	Fri 10/22	Sat 10/23
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25746.00
005Diamondhead EWP Alkil Way
CEI

Client: City of Diamondhead

89206

Reg

8.00		3.00	1.00	2.50	1.50		
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10/18 corr, check budget

10/19 look into budget, completion, added work

10/20 corr, budget

10/21 check budget, help Koby, corr

Detailed Timesheet for the Period Ending 10/30/2021

Wednesday, November 3, 2021

5:23:26 PM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
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25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89206

Reg

4.00			2.00	2.00			
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10/26 corr

10/27 meeting with City, Site visit

Detailed Timesheet for the Period Ending 10/16/2021

Wednesday, November 3, 2021

5:26:48 PM

Pickering

Employee

02573

Coulon, Koby J

Total Hr	Sun 10/10	Mon 10/11	Tue 10/12	Wed 10/13	Thu 10/14	Fri 10/15	Sat 10/16
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25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89209

Reg

2.00			2.00				
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10/12 Project Management

Detailed Timesheet for the Period Ending 10/23/2021

Wednesday, November 3, 2021

5:27:52 PM

Pickering

Employee

02573

Coulon, Koby J

Total Hr	Sun 10/17	Mon 10/18	Tue 10/19	Wed 10/20	Thu 10/21	Fri 10/22	Sat 10/23
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25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89209

Reg

13.00			4.00	2.00	3.00	4.00	
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10/19 Quantities, Proj. Overrun, CO3?
 10/20 Site Inspection, meeting with Mike S
 10/21 Quantities, Proj. Overrun, CO3?
 10/22 On-Site Meeting, etc...

Detailed Timesheet for the Period Ending 10/30/2021

Wednesday, November 3, 2021
5:29:04 PM

Pickering

Employee 02573 Coulon, Koby J

Signed _____

Approved _____

Posted

Profit Center 07:E7:89

25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89209

Reg

Total Hr	Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
13.50		4.50	4.00	2.00	2.00	1.00	

10/25 Final Change Order, Site Visit
 10/26 Site Visit, Estimate
 10/27 Change Order, etc.
 10/28 Change Order, etc.
 10/29 Change Order, etc.

Detailed Timesheet for the Period Ending 10/2/2021

Thursday, November 4, 2021

7:58:14 AM

Pickering

Employee

02098

Ellis, Ronald

25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89365

Reg

Total Hr	Sun 9/26	Mon 9/27	Tue 9/28	Wed 9/29	Thu 9/30	Fri 10/1	Sat 10/2
16.00		6.00	6.00	3.00		1.00	

9/27 Inspection

9/28 Inspection & Pay App

9/29 Inspection

10/1 Rpt

Detailed Timesheet for the Period Ending 10/9/2021

Thursday, November 4, 2021

7:59:34 AM

Pickering

Employee

02098

Ellis, Ronald

Total Hr	Sun 10/3	Mon 10/4	Tue 10/5	Wed 10/6	Thu 10/7	Fri 10/8	Sat 10/9
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25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89365

Reg

9.50		1.00		4.50	4.00		
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10/4 Rpt

10/6 Inspection

10/7 Inspection

Detailed Timesheet for the Period Ending 10/16/2021

Thursday, November 4, 2021
8:16:17 AM

Pickering

Employee

02098

Ellis, Ronald

Total Hr	Sun 10/10	Mon 10/11	Tue 10/12	Wed 10/13	Thu 10/14	Fri 10/15	Sat 10/16
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25748.00
005Diamondhead EWP Alkii Way
CEI

Client: City of Diamondhead

89365

Reg

8.50		4.50	1.00	3.00			
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10/11 Inspection
10/12 Daily Rpt
10/13 Inspection

Detailed Timesheet for the Period Ending 10/23/2021

Thursday, November 4, 2021

8:17:43 AM

Pickering

Employee

02098

Ellis, Ronald

25748.00
005Diamondhead EWP Alkil Way
CEI

89365

Client: City of Diamondhead

Total Hr	Sun 10/17	Mon 10/18	Tue 10/19	Wed 10/20	Thu 10/21	Fri 10/22	Sat 10/23
Reg	12.50	3.00	3.00	2.00	4.00	.50	
Ovt	1.00					1.00	

10/19 Rpts

10/20 Rpts

10/21 inspection

10/22 inspection/suite meeting

Detailed Timesheet for the Period Ending 10/30/2021

Thursday, November 4, 2021
8:19:01 AM

Pickering

Employee

02098

Ellis, Ronald

25748.00
005Diamondhead EWP Alkii Way
CEI

89365

Reg

Total Hr	Sun 10/24	Mon 10/25	Tue 10/26	Wed 10/27	Thu 10/28	Fri 10/29	Sat 10/30
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Client: City of Diamondhead

7.50		1.00	3.50	1.00	2.00		
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10/25 Rpt

10/26 inspection

10/27 Rpts

10/28 Pay app & rpts.



2021-381

Item No. 10.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 1, 2021

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

Mayor and Council:

Re: Payment to AshBritt – Hurricane Ida Debris Removal

Attached for your review and consideration are invoices for payment in the total amount of \$81,671.93 to AshBritt as follows::

\$61,882.10 Debris removal and hauling
\$19,798.83 Tipping Fees

If you find these documents to be in order, please proceed with payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Reso", is written over a faint, larger signature.

Michael Reso
City Manager




Invoice No.: 2152-001

INVOICE**Client/Applicant**

Name: City of Diamondhead
 Address: 5000 Diamondhead Cir
 City: Diamondhead State: MS Zip: 39525
 Attn:

Date: 11/9/2021
 Job Name: 2152
 Event Name: Hurricane Ida
 Event Number:

Quantity	Period	Contract Item No./Description	Unit	Unit Price	Total
		Program: ROW PO Number: Thru P/E: 10/18/2021			
7,671.40	9/21/2021	VEG DEBRIS REMOVAL FROM ROW TO FDS 10-20 MI	CY	\$ 7.95	\$ 60,987.63
128.70	to	C&D DEBRIS REMOVAL FROM ROW TO FDS 0-10 MI	CY	\$ 6.95	\$ 894.47
	10/18/2021				
					
Gross Total:					\$61,882.10

Incorporated: ☒ Yes ☐ No
 FIN or SSN: 65-0364711

Contact: Christina Demidio
 Email: cdemidio@ashbritt.com

Total Net Due: \$61,882.10

Please make check payable to: **AshBritt, Inc.**

Terms: Net 30

565 E. Hillsboro Blvd., Deerfield Beach, Florida 33441
 Phone: 954 545-3535 Fax: 954 545-3585 Toll Free: 800-244-5094
www.ashbritt.com



Invoice No.: 2152-002

INVOICE**Client/Applicant**

Name: City of Diamondhead
 Address: 5000 Diamondhead Cir
 City: Diamondhead State: MS Zip: 39525
 Attn:

Date: 11/19/2021
 Job Name: 2152
 Event Name: Hurricane Ida
 Event Number:

Quantity	Period	Contract Item No./Description	Unit	Unit Price	Total
		Program: Tipping Fees PO Number: Thru P/E: 10/18/2021			
7,671.40	9/21/2021	Boudin Site Vegetative Debris Tipping	CY	\$ 2.50	\$ 19,178.50
128.70	to	King Landfill C&D Debris Tipping	CY	\$ 4.75	\$ 611.33
	10/18/2021				
Gross Total:					\$19,789.83

Incorporated: ☒ Yes ☐ No
 FIN or SSN: 65-0364711

Contact: Christina Demidio
 Email: cdemidio@ashbritt.com

Total Net Due: \$19,789.83

Please make check payable to: AshBritt, Inc.

Terms: Net 30

565 E. Hillsboro Blvd., Deerfield Beach, Florida 33441
 Phone: 954 545-3535 Fax: 954 545-3585 Toll Free: 800-244-5094
www.ashbritt.com



2021-3 P2

Item No. 11.

5000 Diamondhead Circle
Diamondhead, MS 39525-3260

December 1, 2021

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

Mayor and Council:

Dear Councilmembers:

Re: Payment to Machado Patano – City Hall Parking Lot Improvements

Attached for your review and consideration is an invoice for payment in the amount of \$1,000 from Machado Patano for the City Hall Parking Lot Improvements.

If you find this document to be in order, please authorize payment of the invoice presented.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Reso", is written over a light blue circular background.

Michael Reso
City Manager



Item No.11.

918 Howard Ave. Suite F
Biloxi, MS 39530
(228)388-1950

City of Diamondhead
Michael Reso

5000 Diamondhead circle
Diamondhead, MS 39525

Invoice number 13289
Date 11/10/2021

Project 0275.20.003 CITY HALL PARKING LOT

Professional Services through November 10, 2021

PO # 2020-0591

Description	Contract Amount	Total Billed	Percent Complete	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,000.00	3,000.00	100.00	3,000.00	0.00	0.00
Task 2 - Civil Engineering	10,500.00	10,500.00	100.00	10,500.00	0.00	0.00
Task 3 - Electrical - Parking Lot Lighting	2,500.00	0.00	0.00	0.00	2,500.00	0.00
Task 4 - Bid and Construction Phase Services	6,000.00	1,000.00	16.67	0.00	5,000.00	1,000.00
Total	22,000.00	14,500.00	65.91	13,500.00	7,500.00	1,000.00

Invoice total 1,000.00

Approved by:

Gerrod W. Kilpatrick
Principal

Remit Payment to:
Machado | Patano
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted



2021-383

Item No. 12.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 1, 2021

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

Dear Councilmembers:

Re: Payment to Covington Civil & Environmental – Commercial District Transformation Project

Attached for your review and consideration is an invoice for payment in the amount of \$57,800 from to Covington Civil & Environmental the Commercial District Transformation Project.

If you find this document to be in order, please authorize payment of the invoice presented.

Sincerely,

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

Michael Reso
City Manager

MR:jk

Covington Civil & Environmental, LLC

2510 14th Street, Suite 1010
 Gulfport, MS 39501
 228-396-0486
 228-396-0487 fax

Invoice

Invoice #: 16383.08-2
 Invoice Date: 10/25/2021
 Due Date: 11/24/2021
 Project: 16383.08 Commercial Di...
 P.O. Number:
 Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project Professional Engineering Services Services Provided 07/29/2021 - 10/13/2021			
Task 1 - Topographic and Boundary Surveying	0.6	63,000.00	37,800.00
Task 2 - Preliminary Design and Conceptual Roadway Alignment Plan	0.4	34,500.00	13,800.00
Task 3 - Permitting	0.4	15,500.00	6,200.00

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

Total \$57,800.00

Payments/Credits \$0.00

Balance Due \$57,800.00



Covington Civil & Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501
228-396-0486

Project Title Project Number Invoice #	Commercial District Transformation Project					
	16383.08					
	16383.08-2					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 63,000.00	\$ 25,200.00	\$ 37,800.00	\$ 63,000.00	\$ -	100%
Task 2 - Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00	\$ 10,350.00	\$ 13,800.00	\$ 24,150.00	\$ 10,350.00	70%
Task 3 - Permitting	\$ 15,500.00	\$ 1,550.00	\$ 6,200.00	\$ 7,750.00	\$ 7,750.00	50%
Task 4 - Land Acquisition Support Documents	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	0%
Task 5 - Geotechnical Investigations	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	0%
Task 6 - Roadway Design Plans	\$ 182,000.00	\$ -	\$ -	\$ -	\$ 182,000.00	0%
Task 7 - Bidding	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00	0%
Task 8 - Construction Engineering and Inspection	\$ 245,000.00	\$ -	\$ -	\$ -	\$ 245,000.00	0%
Total	\$ 620,000.00	\$ 37,100.00	\$ 57,800.00	\$ 94,900.00	\$ 525,100.00	15%
<p>*Task 8 is based on a 12-month construction schedule.</p> <p>Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete.</p> <p>Tasks 4 and 8 shall be billed per the attached rate schedule</p>						



2021-385

Item No. 13.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 1, 2021

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

Mayor and Council:

We have been working with Hub International on renewal rates for employee health, dental vision life and other voluntary insurances for our employees. Attached you will find the presentation inclusive of renewal rates. The renewal date for these policies is January 1, 2022. I am recommending renewals as follows:

Health Insurance

BCBS w/Morgan White Deductible Buy Back- Renew Current Policies with 14.56% increase
Plan Renewal A Buy Up Plan (\$80 p/month employee share)
Plan B Base Plan (\$40 p/month employee share)

Guardian Life Insurance (11% Increase - 100% employer paid for employee only)

Guardian Dental/Vision Insurance Renew at existing premium (Voluntary – 100% employee paid)

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

Sincerely,

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

Michael Reso
City Manager



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 1, 2021

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
October 27, 2021

Re: Consultant Selection – GRPC/MDOT Grant Wayfinding, Navigation and Implementation
Master Plan

It is my recommendation to submit to MDOT the Orion Planning as the consultant for the
Wayfinding, Navigation and Implementation Master Plan.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Reso", is written over a light blue horizontal line.

Michael Reso
City Manager



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 2, 2021

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

Dear Councilmembers:

Re: Payments to James Chiniche Engineering & Surveying

Attached for your review and consideration are invoices for payment from James J. Chiniche for projects as listed:

\$2,435.00	Montjoy Creek Improvements - Tidelands Project
\$2,934.72	Noma Drive-MDOT Project

If you find these documents to be in order, please proceed with payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Reso", is written over a horizontal line.

Michael Reso
City Manager

MR:jk

Chiniche Engineering
& Surveying
407 HWY 90
Bay St. Louis, MS
39520

228-467-6755

alexa@ijc-eng.com

In Item No. 15.



Date	Invoice #
11/30/2021	17-057-130

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525 Atten: Jeannie Klein
Project
Montjoy Creek

Work Assignment Description - Montjoy Creek Improvements
Total Amount of Work Assignment - \$50,000
Total Previously Paid on Work Assignment - \$16,940.74
Amount of Current Invoice - \$2,435.00
Remaining Balance to be paid on Work Assignment - \$30,624.26

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	plan updates	9/24/2021	7.5	50.00	375.00
17-057 Dhead MS CAD Tech	plan updates	9/27/2021	8	50.00	400.00
17-057 Dhead MS CAD Tech	plan updates	9/28/2021	4	50.00	200.00
17-057 Dhead MS Sen. PM	project coordination	10/21/2021	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	project coordination	10/29/2021	0.5	105.00	52.50
17-057 Dhead MS CAD Tech	plan updates	11/1/2021	2	50.00	100.00
17-057 Dhead MS CAD Tech	plan updates	11/2/2021	4	50.00	200.00
17-057 Dhead MS Sen. PM	project coordination	11/3/2021	0.5	105.00	52.50
17-057 Dhead MS CAD Tech	plan updates	11/9/2021	4	50.00	200.00
17-057 Dhead MS Proj. Eng.	project coordination	11/9/2021	1	75.00	75.00
17-057 Dhead MS CAD Tech	plan updates	11/10/2021	4	50.00	200.00
17-057 Dhead MS Proj. Eng.	project coordination	11/10/2021	1	75.00	75.00
17-057 Dhead MS CAD Tech	plan updates	11/11/2021	8	50.00	400.00
17-057 Dhead MS Sen. PM	project coordination	11/23/2021	0.5	105.00	52.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due \$2,435.00

Chiniche Engineering
& Surveying
407 HWY 90
Bay St. Louis, MS
39520

228-467-6755

alexa@ijc-eng.com



In Item No. 15.

Date	Invoice #
11/30/2021	17-057-131

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525 Atten: Jeannie Klein, City Clerk
Project
Noma Drive

Work Assignment Description - Noma Drive Improvements
Total Amount of Work Assignment - \$54,500
Total Previously Paid on Work Assignment - \$8,191.15
Amount of Current Invoice - \$2,934.72
Remaining Balance to be paid on Work Assignment - \$43,374.13

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	plan updates	9/28/2021	3	50.00	150.00
17-057 Dhead MS PLS	boundary coordination	9/28/2021	2.5	80.00	200.00
17-057 Dhead MS Proj. Eng.	project coordination	9/28/2021	0.5	75.00	37.50
17-057 Dhead MS Survey Crew ...	boundary survey	9/29/2021	4	47.00	188.00
17-057 Dhead MS Instrument Pers	boundary survey	9/29/2021	4	35.00	140.00
17-057 Dhead MS Survey Crew ...	survey	9/30/2021	2	47.00	94.00
17-057 Dhead MS Instrument Pers	survey	9/30/2021	1	35.00	35.00
17-057 Dhead MS PLS	boundary survey	9/30/2021	1.5	80.00	120.00
17-057 Dhead MS Proj. Eng.	design coordination	10/11/2021	0.5	75.00	37.50
17-057 Dhead MS PLS	boundary survey	10/15/2021	1.5	80.00	120.00
17-057-002 Engineer Intern	dmr permit	10/18/2021	1	45.68	45.68
17-057 Dhead MS Sen. PM	project coordination	10/18/2021	1	105.00	105.00
17-057-002 Engineer Intern	project coordination	10/19/2021	2	45.68	91.36
17-057 Dhead MS Sen. PM	project coordination	10/19/2021	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	10/21/2021	1.5	105.00	157.50
17-057 Dhead MS CAD Tech	project update	10/22/2021	4	50.00	200.00
17-057 Dhead MS Sen. PM	project coordination	10/25/2021	0.5	105.00	52.50
17-057 Dhead MS CAD Tech	plan updates	10/28/2021	3	50.00	150.00
17-057 Dhead MS Sen. PM	project coordination	10/28/2021	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	project coordination	10/29/2021	1	105.00	105.00
17-057 Dhead MS CAD Tech	plan updates	10/29/2021	0.5	50.00	25.00
17-057 Dhead MS Sen. PM	project coordination	11/3/2021	0.5	105.00	52.50
17-057 Dhead MS Proj. Eng.	project coordination	11/17/2021	0.5	75.00	37.50
17-057 Dhead MS Proj. Eng.	project coordination	11/18/2021	0.5	75.00	37.50
17-057 Dhead MS PLS	boundary survey	11/22/2021	1.5	80.00	120.00
17-057-002 Engineer Intern	plan updates	11/22/2021	1	45.68	45.68
17-057 Dhead MS Sen. PM	project coordination	11/22/2021	0.5	105.00	52.50
17-057 Dhead MS Instrument Pers	boundary survey	11/23/2021	3.5	35.00	122.50
17-057 Dhead MS Instrument Pers	boundary survey	11/23/2021	3.5	35.00	122.50
17-057 Dhead MS PLS	boundary survey	11/23/2021	1	80.00	80.00
17-057 Dhead MS Sen. PM	project coordination	11/23/2021	0.5	105.00	52.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due \$2,934.72

EXHIBIT "A"

ENGINEER'S PROPOSAL

EXHIBIT "B"**SCOPE OF SERVICES**

Engineer shall provide professional services for the City pursuant to Work Assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to Water, Wastewater, Streets, Bridges, Storm Drainage, Traffic Control, and Landscape Design. Engineer may be asked to provide preliminary engineering reports, designs, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed to in advance, funding identified, and a specific work authorization issued for each assignment. (See Exhibit "C" for format.)

EXHIBIT "C"**WORK ASSIGNMENT**

**CITY OF DIAMONDHEAD
WORK ASSIGNMENT
NO _____**

ENGINEER'S PROJECT NUMBER: - 17-057 Bayou Drive Kayak Launch Modifications

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead Mississippi and Chiniche Engineering & Surveying on the 29th day of October 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

1. Permitting - \$1,000
2. Design Phase - \$2,500
3. Bidding Phase - \$1,500
4. Construction Administration - \$3,000

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after October 28, 2021.

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

DBEGOAL

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

KEYPERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY

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

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}

MAXIMUM ALLOWABLE COST { Delete the other cost methods not used }

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$__8,000.00_____ (Total of all Charges) without the prior written consent of both parties.

The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Nancy Hoelzel	Project Engineer	95.00
Meredith Barnes	Project Engineer	95.00
Jamie Nesbit	Cad Technician	90.00
Tyler Kirby	RPR	75.00

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

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

City of Diamondhead

Authorized Signature

WITNESS this my signature in execution hereof, this the _____ day of _____, 20____.

Printed Name: _____

Signature: _____

ATTEST: _____

EXHIBIT "D" FEES

AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer's profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment.

Each month, the Engineer shall submit OCR-484-C found on MDOT's website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit B" to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Diamondhead
 Attn: Finance Department
 5000 Diamondhead Circle
 Diamondhead, MS 39525

Date _____

Invoice No. 0000
 Period _____, 20____ Through _____, 20____

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Engineer's Project No _____ Mississippi

City Work Assignment No. _____

Engineer: _____

-----:

—

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	\$	\$	\$
Direct Costs **	\$	\$	\$
Project Total	\$	\$	\$
Amount Due this Invoice			\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Cost to Date
John P. Public Jr. <u>Engineer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Designer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Technician.</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$ 0.00/hour	0.00	\$0.00	\$0.00	\$0.00

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"
PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT	
Reporting Period:	_____
City Representative:	_____
Consultant:	_____
Project No.:	_____
Project Description:	_____
Work Completed:	_____
Work Planned:	_____
Issues to be Addressed;	_____

Report Submitted by _____

Date: _____

EXHIBIT "G"

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI
OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT,
DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN
AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS
ENTERPRISES ACT, WORKER VISIBILITY**

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.

327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel-personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"- for compliance with 23 CFR, Part 634.

EXHIBIT "H"**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.
- (2) The Engineer further certifies, to the best of his/her knowledge and belief, that:
- (f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) 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 Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted,

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____ -

{Enter Consultant's Name}

{Print or Type}

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"**PRIME CONSULTANT / CONTRACTOR EEV
CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent Date

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____ 20____

NOTARY PUBLIC
My Commission Expires : _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program E-Verify operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

MASTER SERVICE AGREEMENT RATES

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

MEMORANDUM OF AGREEMENT

STP-0045-00(033)LPA 108875-711000
City of Diamondhead Wayfinding Study
City of Diamondhead

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the “Commission”), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (“MDOT”) and the City of Diamondhead (hereinafter referred to as the “LPA”), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects to conduct and contract for transportation planning studies; and

WHEREAS, the LPA has the need for a planning study and has made proper application to develop a wayfinding study; (hereinafter referred to as the “Project”), and the Commission intends to allow the LPA access to available federal funds and to manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$73,500 in public funds with \$58,800 in federal funds and \$14,700 local funds (80% grant match and 20% local match) are available for the funding of the Project and that the above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the parties acknowledge that this Agreement is for the purpose of funding and administering a transportation planning study; that any construction project will be the subject of a separate agreement; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement to provide for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT Planning LPA Coordinator.
 2. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal aid funds for the Project.
 3. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.
 4. If required by MDOT, the LPA will submit to the Planning LPA Coordinator progress reports for work that has been completed.
 5. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.
 6. The LPA agrees that the planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.
 7. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The Commission will perform the following duties and responsibilities:
1. Allow the LPA to conduct the studies of the Project provided that the study parameters meet with MTC and FHWA approval.

2. Approve proper permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of conducting the study. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the Planning LPA Coordinator, during the various phases of the work with the goal of producing studies and reports that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, to allow the Project to progress in an orderly fashion.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination.
- C. It is understood that this is a Memorandum of Agreement and that more specific guidelines for conducting a transportation study may be contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

- A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:

Michael Reso
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Phone: (228) 222-4626
Fax: (228) 222-4390

For Technical Matters:

COMMISSION:

Planning LPA Coordinator
MDOT
401 N. West Street
Jackson, MS 39201
Phone: (601) 359-7685
Fax: (601) 359-7652

LPA:

Michael Reso
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Phone: (228) 222-4626
Fax: (228) 222-4390

- B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

- A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost,

charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(The rest of this page is intentionally blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Diamondhead

Nancy Depreo, Mayor

Attested:

(Jeannie Klein, City Clerk)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4626 -DR-MS

APPLICANT FIPS #: 04519100-00

APPLICANT NAME: City of Diamondhead

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):**Jeannie Klein**

NAME (Print)

SIGNATURE

12/7/2021

DATE

Applicant Agent:**Michael Reso**

NAME (Print)

SIGNATURE

12/7/2021

DATE

MEMA Only**Governor's Authorized Representative:****Stephen C. McCraney, Executive Director**

NAME

SIGNATURE

DATE



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 3, 2021

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

Dear Councilmembers:

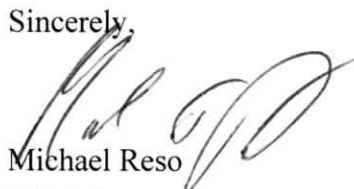
Re: Payments to Digital Engineering

Presented for your approval for payment are the following invoices from Digital Engineering:

No. 11 (FINAL)	\$2,000.00	Roadway Improvements Phase 3
No. 01	\$2,610.00	GIS Maintenance

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

Sincerely,


Michael Reso
City Manager

MR:jk



DIGITAL ENGINEERING & IMAGING, INC.

Item No.20.

November 30, 2021

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

Re: Engineering Master Services Agreement (2018)
Work Order No. 16 Roadway Improvements Project Ph. 3
DE Invoice No.: 730-1000-111 FINAL

Dear Mr. Reso:

Attached please find Invoice No. 111 FINAL for professional services on the above referenced project in the amount of **\$2,000.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in blue ink that reads 'L. Bruce Newton'.

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

LBN/chc

cc: Mr. Thomas P. Hickey

Enclosures



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

November 30, 2021
 Project No: B7301000.00
 Invoice No: 111

Project B7301000.00 Master Services Agreement

Professional Services from October 31, 2021 to November 27, 2021

Phase 016 Roadway Improvements Ph. 3
 Task 20 Design

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design	19,440.00	100.00	19,440.00	19,440.00	0.00
Bidding	3,000.00	100.00	3,000.00	3,000.00	0.00
Construction Administration	7,800.00	100.00	7,800.00	7,800.00	0.00
Record Drawings	2,000.00	100.00	2,000.00	0.00	2,000.00
Total Fee	32,240.00		32,240.00	30,240.00	2,000.00
Total Fee					2,000.00
Total this Task					\$2,000.00
Total this Phase					\$2,000.00
Total this Invoice					\$2,000.00



DIGITAL ENGINEERING & IMAGING, INC.

Item No.20.

November 30, 2021

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

Re: Engineering Master Services Agreement (2021)
Work Order No. 01 GIS Maintenance
DE Invoice No.: 730-1001-01

Dear Mr. Reso:

Attached please find Invoice No. 01 for professional services on the above referenced project in the amount of **\$2,610.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

A blue ink signature of L. Bruce Newton.

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

LBN/chc

cc: Mr. Thomas P. Hickey

Enclosures



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

November 30, 2021
 Project No: B7301001.00
 Invoice No: 1

Project B7301001.00 City of Diamondhead Master Services Agreement 2021

Professional Services from October 31, 2021 to November 27, 2021

Phase 001 GIS Maintenance

Professional Personnel

	Hours	Rate	Amount	
Shurley, Christina	18.00	145.00	2,610.00	
Totals	18.00		2,610.00	
Total Labor				2,610.00
		Total this Phase		\$2,610.00
		Total this Invoice		\$2,610.00

Billings to Date

	Current	Prior	Total
Labor	2,610.00	0.00	2,610.00
Totals	2,610.00	0.00	2,610.00

Billing Backup

Digital Engineering & Imaging, Inc.

Tuesday, November 30, 2021

Invoice 1 Dated 11/30/2021

9:03:31 AM

Project	B7301001.00	City of Diamondhead Master Services Agreement 2021
Phase	001	GIS Maintenance

Professional Personnel			Hours	Rate	Amount	
0121	35 - Shurley, Christina	11/1/2021	1.00	145.00	145.00	
0121	35 - Shurley, Christina	11/2/2021	2.00	145.00	290.00	
0121	35 - Shurley, Christina	11/3/2021	1.50	145.00	217.50	
0121	35 - Shurley, Christina	11/4/2021	2.50	145.00	362.50	
0121	35 - Shurley, Christina	11/5/2021	1.00	145.00	145.00	
0121	35 - Shurley, Christina	11/8/2021	.50	145.00	72.50	
0121	35 - Shurley, Christina	11/9/2021	1.00	145.00	145.00	
0121	35 - Shurley, Christina	11/10/2021	3.00	145.00	435.00	
0121	35 - Shurley, Christina	11/15/2021	2.00	145.00	290.00	
0121	35 - Shurley, Christina	11/16/2021	.50	145.00	72.50	
0121	35 - Shurley, Christina	11/17/2021	2.00	145.00	290.00	
0121	35 - Shurley, Christina	11/18/2021	1.00	145.00	145.00	
	Totals		18.00		2,610.00	
	Total Labor					2,610.00
				Total this Phase		\$2,610.00
				Total this Project		\$2,610.00
				Total this Report		\$2,610.00



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

December 2, 2021

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Payment Application No. 6 to ERS, Inc. for NRCS Grant Channel Stabilization

Attached for your review and consideration is Payment Application No. 6 in the amount of \$82,675.21 to ERS, Inc. for the Channel Stabilization Project at Diamondhead Drive at Alkii Way.

If you find this documents to be in order, please proceed with payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Reso", is written over the printed name.

Michael Reso
City Manager

MR:jk



Thursday, December 2, 2021

Michael Reso
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525
Sent via email to: mreso@diamondhead.ms.gov

**Re: Pay Application Five (6)
NRCS Grant-Channel Stabilization at Diamondhead Drive @ Alkii Way; NRCS204423XXXC080
Pickering Firm, Inc. Project No. 25748.00**

Michael –

Transmitted herewith is a copy of Pay Application Five (6) for the above referenced project and contract. We recommend payment approval of the Estimate for ERS, Inc. in the amount of **\$82,675.21** by the City of Diamondhead at the next available board meeting.

We appreciate the opportunity to serve you on this project. Should you have any questions concerning our recommendation, please do not hesitate to contact me.

Sincerely,

PICKERING FIRM, INC.

A handwritten signature in blue ink, appearing to read "Koby Coulon".

Koby Coulon, PE

Enclosures (1)

Cc: Todd Roberts, ERS, Inc.

Contractor's Application For Payment No. 6

Application Period: 10/9/21 > 10/26/21		Application Date: 12/1/21
To (Owner): CITY OF DIAMONDHEAD	From (Contractor): ERS, INC., 1635 LELIA DR., SUITE 202 JACKSON, MS 39216	Via (Engineer) CARA WAGNER, P.E.
Project: Channel Stabilization; Diamondhead Dr @ Aikii Way	Contract:	
Owner's Contract No.: NR204423XXXXC080	Contractor's Project No.: 2103	Engineer's Project No.: 25748.00

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	21,420.00	
3	10,464.74	
	18,646.71	
TOTALS	40,066.71	
NET CHANGE BY CHANGE ORDERS	40,066.71	

START DATE: _____
END DATE: _____

1. ORIGINAL CONTRACT PRICE	\$	342,905.00
2. Net change by Change Orders	\$	40,006.71
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$	382,971.71
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	382,961.00
5. RETAINAGE:		
a. <u>5</u> % x \$ _____ Work Completed	\$	19,148.05
b. _____ % x \$ _____ Stored Material	\$	
c. Total Retainage (Line 5a + Line 5b)	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	363,812.95
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	281,137.74
8. AMOUNT DUE THIS APPLICATION	\$	82,675.21
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	

CONTRACTOR'S CERTIFICATION

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

TODD ROBERTS, PRESIDENT

By: Date: 12/1/21

Payment of: \$ 82,675.21
(Line 8 or other - attach explanation of other amount)

is recommended by: [Signature]

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____

Approved by: _____

12/01/2021
(Date)

(Date)

(Date)

Page 107

EXHIBIT "C"**WORK ASSIGNMENT
WORK ASSIGNMENT NO 11**

PROJECT NUMBER: - Kome Drive Ditch Parcel Survey

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

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

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

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

Boundary and topographic survey along the rear property line of 748 Kome Drive.

Task 1: Boundary and Topographic Survey:

Locate the Kome Drive Ditch and rear property lines at 748 Kome Drive. Perform a topographic survey including at least 2 cross sections along the existing drainage ditch.

Assumptions and Qualifications:

- This work authorization does not include the development of engineered plans and specifications.
- City of Diamondhead will acquire right of entry permission from property owners.
- Covington will complete this project within four (4) weeks of the notice to proceed.

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *December 30, 2021*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

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

KEY PERSONNEL

CITY

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



Ben Benvenuti, P.E., Project Manager

PROGRESS SCHEDULE

PROGRESS SCHEDULE		
Task	Description	Completion Time
1	Topographic and Roadway Corridor Right of Way Survey	4 Weeks

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 2,100.00 (Total of all Charges) without the prior written consent of both parties.

COST BREAKDOWN		
Task	Description	Lump Sum Cost
1	Topographic and Property Boundary Survey	\$2,200.00

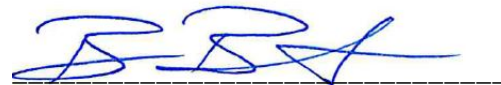
Both parties hereto represent that they have authority to enter into Work Assignment No. 10, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Signature

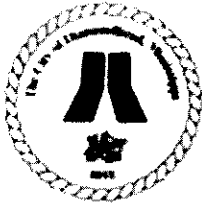
Covington Civil and Environmental



Signature

WITNESS this my signature in execution hereof, this the _____ of December, 2021.

ATTEST: _____



City of Diamondhead, MS

Docket of Claims Register - Court

Item No.24.

APPKT01645 - 12.07.2021 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT159079	Aaron Peter Jones	12/07/2021	NOV TRAVEL	TRAVEL EXPENSES FOR TRAINING	001-200-615.00	Travel & Training	31.58
DKT159080	AGJ	12/07/2021	91526	NEW COMPUTERS	001-200-919.00	Capital Outlay - Office Equipment	2,063.82
					001-200-919.00	Capital Outlay - Office Equipment	490.00
					001-200-919.00	Capital Outlay - Office Equipment	230.00
			MSP-91786	MSP COMPLETE CARE AND BACKUP	001-140-605.00	Professional Fees - IT	250.00
					001-140-605.00	Professional Fees - IT	1,832.00
DKT159081	Amazon com LLC	12/07/2021	1WTF-FQRN-PM6H	EXTERNAL DVD DRIVE	001-280-501.00	Office Supplies	31.99
					001-140-501.00	Supplies	16.99
					001-200-501.00	Supplies	45.99
					001-280-501.00	Office Supplies	10.99
DKT159082	ASHBRITT INC	12/07/2021	2152-001	HURRICANE IDA DEBRIS REMOVAL	001-301-683.00	Professional Fees - Debris Removal	894.47
					001-301-683.00	Professional Fees - Debris Removal	60,987.63
			2152-002		001-301-683.00	Professional Fees - Debris Removal	611.33
					001-301-683.00	Professional Fees - Debris Removal	19,178.50
DKT159083	AUSTIN LAFONTAINE	12/07/2021	11152021	CASH BOND REFUND	650-110-110.00	Court Bond Holding	500.00
DKT159084	Axon Enterprises Inc	12/07/2021	INUS029600	TASER 7 HOLSTER (LEFT HANDED)	001-200-501.00	Supplies	69.00
			INUS030276	TASER BUNDLE	001-200-918.00	Capital Outlay - Officer's Equipment	3,263.56
DKT159085	B&J PITT STOP LLC	12/07/2021	NOV, 2021	MONTHLY OPEN PURCHASE ORDER	001-200-635.00	Professional Fees - R&M Outside Services	45.00
					001-280-635.00	Professional Fees - R&M Outside Services	45.00
					001-200-635.00	Professional Fees - R&M Outside Services	72.45
					001-200-635.00	Professional Fees - R&M Outside Services	45.00
					001-200-635.00	Professional Fees - R&M Outside Services	52.00
DKT159086	BANCORPSOUTH BANK	12/07/2021	703835	COPIER LEASE AGREEMENT -- 2 OF	001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	51.94
					001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	423.06

Docket of Claims Register - Council

APPKT01645 - 12.4

Item No.24.

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159087	Big Noise Productions LLC	12/07/2021	2021012	FESTIVAL SOUND AND VIDEO	001-653-650.00	Promotions	4,500.00	4,500.00
DKT159088	Building Officials Association of Mississippi Southhaven	12/07/2021	0000001	CONFERENCE REGISTRATION	001-280-623.00	Membership Dues/Fees	150.00	150.00
DKT159089	Coast Electric Power Association	12/07/2021	NOV, 2021 -- 001	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	8,820.38	18,764.88
			NOV, 2021 -- 002		001-301-630.00	Utilities - Streetlights & Other	1,291.81	
			NOV, 2021 -- 003		001-140-630.00	Utilities - General	2,090.95	
					001-301-630.00	Utilities - Streetlights & Other	4,573.73	
			NOV, 2021 -- 005		001-301-630.00	Utilities - Streetlights & Other	70.19	
			NOV, 2021 -- 007		001-301-630.00	Utilities - Streetlights & Other	38.00	
			NOV, 2021 -- 010		001-140-630.00	Utilities - General	58.11	
			NOV, 2021 -- 012		001-140-630.00	Utilities - General	82.74	
			NOV, 2021 -- 015		001-301-630.00	Utilities - Streetlights & Other	38.78	
			NOV, 2021 -- 016		001-301-630.00	Utilities - Streetlights & Other	38.38	
			NOV, 2021 -- 017		001-301-630.00	Utilities - Streetlights & Other	284.76	
			NOV, 2021 -- 018		001-301-630.00	Utilities - Streetlights & Other	52.32	
			NOV, 2021 -- 019		001-301-630.00	Utilities - Streetlights & Other	43.23	
			NOV, 2021 -- 020		001-301-630.00	Utilities - Streetlights & Other	905.48	
			NOV, 2021 -- 021		001-301-630.00	Utilities - Streetlights & Other	40.24	
			NOV, 2021 -- 022		001-301-630.00	Utilities - Streetlights & Other	139.14	
			NOV, 2021 -- 023		001-301-630.00	Utilities - Streetlights & Other	46.95	
			NOV, 2021 -- 024		001-301-630.00	Utilities - Streetlights & Other	66.63	
			NOV, 2021 -- 025		001-301-630.00	Utilities - Streetlights & Other	40.34	
			NOV, 2021 -- 026		001-301-630.00	Utilities - Streetlights & Other	42.72	
DKT159090	Coastal Hardware and Rental Co LLC	12/07/2021	A20424224	MOWER BLADES	001-301-571.00	Repairs & Maintenance - Equipment	71.52	71.52
DKT159091	Covington Civil and Environmental LLC	12/07/2021	16383.08-2	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	37,800.00	57,800.00
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	13,800.00	
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	6,200.00	
DKT159092	CSpire Cell Service	12/07/2021	110000106484	CELLULAR SERVICE FOR NOVEMBER	001-140-632.00	Telephone - Cell	47.37	1,064.84
					001-200-612.00	Internet	343.30	
					001-280-612.00	Internet	102.99	
					001-280-632.00	Telephone - Cell	91.69	
					001-301-632.00	Telephone - Cell	479.49	

Docket of Claims Register - Council

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Docket/Claim #	Vendor Name	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
	Payable Date					Line Amount
DKT159093	DAVID WILLIAMS					150.00
	12/07/2021	111221	INSTALL BREAKER FOR RV	001-653-650.00	Promotions	75.00
		11192021	DISCONNECT ELECTRICAL BOXES	001-653-650.00	Promotions	75.00
DKT159094	Davids Chainsaw & Lawnmower LLC					837.86
	12/07/2021	0043730	SHOP SUPPLIES	001-301-501.00	Supplies	60.00
				001-301-501.00	Supplies	108.00
				001-301-501.00	Supplies	100.00
				001-301-501.00	Supplies	6.00
				001-301-501.00	Supplies	204.00
				001-301-501.00	Supplies	171.96
				001-301-501.00	Supplies	84.00
				001-301-501.00	Supplies	88.00
				001-301-501.00	Supplies	15.90
DKT159095	Deep South Equipment Company					5,240.23
	12/07/2021	N10964	EQUIPMENT REPAIR	001-301-635.00	Professional Fees - R&M Outside Services	4,470.70
		N11997		001-301-635.00	Professional Fees - R&M Outside Services	769.53
DKT159096	Diamondhead Property Owners Association Inc					1,000.00
	12/07/2021	DEC, 2021	RENTAL OF MAINTENANCE YARD -- DECEMBER	001-301-640.00	Rentals	1,000.00
DKT159097	Diamondhead True Value					323.27
	12/07/2021	NOV, 2021	MONTHLY OPEN PURCHASE ORDER	001-301-501.00	Supplies	4.79
				001-301-501.00	Supplies	19.86
				001-653-650.00	Promotions	41.14
				001-653-650.00	Promotions	121.98
				001-653-650.00	Promotions	17.99
				001-653-650.00	Promotions	67.96
				001-653-650.00	Promotions	28.99
				001-301-501.00	Supplies	10.99
				001-301-501.00	Supplies	9.57
DKT159098	Diamondhead Water and Sewer District					958.82
	12/07/2021	NOV, 2021 -- 01	WATER	001-140-630.00	Utilities - General	159.26
				001-140-630.00	Utilities - General	79.63
		NOV, 2021 -- 1120		001-301-630.00	Utilities - Streetlights & Other	202.89
		NOV, 2021 -- 170		001-301-630.00	Utilities - Streetlights & Other	373.55
		NOV, 2021 -- 2070		001-301-630.00	Utilities - Streetlights & Other	23.95
		NOV, 2021 -- 2075		001-140-630.00	Utilities - General	35.82
		NOV, 2021 -- 2080		001-140-630.00	Utilities - General	35.82
		NOV, 2021 -- 21		001-301-630.00	Utilities - Streetlights & Other	23.95
		NOV, 2021 -- 830		001-301-630.00	Utilities - Streetlights & Other	23.95

Docket of Claims Register - Council

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159099	Diaz Brothers Printing	12/07/2021	4517	SIGNS FOR BBQ FESTIVAL	001-653-650.00	Promotions	1,135.00	1,590.00
			4550	BUSINESS CARDS	001-280-621.00	Printing & Binding	80.00	
			4551	VINYL BANNER	001-653-650.00	Promotions	375.00	
DKT159100	Digital Engineering and Imaging Inc	12/07/2021	730-1000-111	ENGINEERING SERVICE/ROADWAY IMPROVEMENTS PHASE 3	001-301-602.00	Professional Fees - Engineering	2,000.00	4,610.00
			730-1001-01	MONTHLY MAINTENANCE TO CITY GIS SYSTEM	001-301-601.00	Professional Fees - Consulting	2,610.00	
DKT159101	Eagle Energy	12/07/2021	32660	FUEL FOR PUBLIC WORKS	001-301-525.00	Fuel	6.77	1,752.78
					001-301-525.00	Fuel	596.35	
			32664		001-301-525.00	Fuel	1,149.66	
DKT159102	Enmon Enterprises	12/07/2021	MGC12210087	MONTHLY CONTRACT FOR	001-140-681.00	Other Services & Charges	2,100.00	2,100.00
DKT159103	Eric Nolan	12/07/2021	11192021	ARBORIST SERVICES	001-280-681.00	Other Services & Charges	100.00	200.00
			202100524		001-280-681.00	Other Services & Charges	100.00	
DKT159104	ERS INC	12/07/2021	PAY APP #005	CHANNEL STABILIZATION AT ALKII WAY	116-301-912.00	Capital Outlay - Streets/Drainage-Emerg Watershed	82,675.21	82,675.21
DKT159105	FirstPoint Inc	12/07/2021	10065	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	57.00	57.00
DKT159106	Fuelman	12/07/2021	NP61084317	FOR THE WEEK ENDING 11.14.2021	001-200-525.00	Fuel	874.44	2,770.43
					001-280-525.00	Fuel	38.01	
			NP61114900	FOR THE WEEK ENDING 11.21.2021	001-140-525.00	Fuel	57.28	
					001-200-525.00	Fuel	816.05	
			NP61136769	FOR THE WEEK ENDING 11.28.2021	001-200-525.00	Fuel	984.65	
DKT159107	GULF COPY SYSTEMS LLC	12/07/2021	3136	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance	29.09	432.26
					001-110-506.00	Copier Usage/Maintenance	63.28	
					001-140-506.00	Copier Usage/Maintenance	22.79	
					001-140-506.00	Copier Usage/Maintenance	165.40	
					001-200-506.00	Copier Usage/Maintenance	17.91	
					001-200-506.00	Copier Usage/Maintenance	98.24	
					001-301-506.00	Copier Usage/Maintenance	6.59	
					001-301-506.00	Copier Usage/Maintenance	28.96	

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT159108	Hancock County Chamber of Commerce	12/07/2021	DH 11 2021	DIGITAL MARKETING & PUBLIC RELATIONS -- NOV, 2021	001-140-623.00	Membership Dues/Fees	1,000.00
							1,000.00
DKT159109	Hancock County Sheriffs Office	12/07/2021	2021-DHLE-022	INTERLOCAL AGREEMENT FOR WEEK ENDING 10.23.2021	001-200-690.00	Interlocal Agreement	961.54
					001-110-681.00	Other Services & Charges	105.35
					001-200-690.00	Interlocal Agreement	29,213.66
					001-200-612.00	Internet	246.00
			2021-DHLE-023	INTERLOCAL AGREEMENT FOR WEEK ENDING 11.06.2021	001-200-690.00	Interlocal Agreement	961.54
					001-110-681.00	Other Services & Charges	124.18
					001-200-690.00	Interlocal Agreement	32,667.03
					001-200-612.00	Internet	246.00
DKT159110	Independent Elevator Inspections LLC	12/07/2021	3159	ANNUAL INSPECTION	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	193.00
							193.00
DKT159111	James J Chiniche PA Inc	12/07/2021	17-057-130	ENGINEER SVS MONTJOY CREEK/PUBLIC ACCESS PROJECT	115-000-602.00	Professional Fees - Engineering Tidelands FY20	2,435.00
			17-057-131	DESIGN, BIDDING, CEI NOMA DRIVE BOAT LAUNCH/PIER	158-000-602.00	Professional Fees - Engineering Tidelands FY21	2,934.72
DKT159112	King Waste Services LLC	12/07/2021	9240	PORTOLETS FOR BBQ FESTIVAL	001-653-650.00	Promotions	300.00
					001-653-650.00	Promotions	115.00
					001-653-650.00	Promotions	150.00
					001-653-650.00	Promotions	400.00
					001-653-650.00	Promotions	400.00
					001-653-650.00	Promotions	258.95
DKT159113	Law offices of Derek R Cusick PLLC	12/07/2021	339	GENERAL MATTERS -- NOVEMBER	001-140-603.00	Professional Fees - Legal	7,593.75
			340	PLANNING AND ZONING -- NOVEMBER	001-280-603.00	Professional Fees - Legal	1,343.75
			341	CITY PROSECUTOR -- NOVEMBER	001-110-603.00	Professional Fees - Legal	3,000.00

Payment Amount

Line Amount

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159114	Lee Tractor	12/07/2021	PI04604	REPAIR PARTS	001-301-571.00	Repairs & Maintenance - Equipment	0.83	305.03
					001-301-571.00	Repairs & Maintenance - Equipment	4.22	
					001-301-571.00	Repairs & Maintenance - Equipment	5.15	
					001-301-571.00	Repairs & Maintenance - Equipment	242.15	
					001-301-571.00	Repairs & Maintenance - Equipment	52.68	
DKT159115	Lowes Home Improvement	12/07/2021	988857	SUPPLIES	001-301-501.00	Supplies	71.24	101.62
					001-301-501.00	Supplies	11.09	
					001-140-501.00	Supplies	30.38	
					001-301-501.00	Supplies	-11.09	
DKT159116	Machado Patano PLLC	12/07/2021	13289	W/A 00-16-2020 -- CITY HALL PARKING LOT	001-140-604.00	Professional Fees - Architectural Services	1,000.00	1,000.00
DKT159117	Mark Alexander Barraclough II	12/07/2021	NOV, 2021	TRAVEL REIMBURSEMENT EXPENSES	001-200-615.00	Travel & Training	43.84	43.84
DKT159118	Marvin J Bobinger III	12/07/2021	NOV, 2021	LOBBYING SERVICES FOR	001-653-601.00	Professional Fees - Consulting	3,000.00	3,000.00
DKT159119	Mid South Uniform and Supply	12/07/2021	623292	SHIRTS FOR NEW OFFICERS	001-200-535.00	Uniforms	20.00	108.58
					001-200-535.00	Uniforms	30.00	
					001-200-535.00	Uniforms	58.58	
DKT159120	MILNER RENTAL CENTERS INC	12/07/2021	01-132713-12	TENT RENTAL	001-653-650.00	Promotions	450.00	3,225.00
					001-653-650.00	Promotions	180.00	
					001-653-650.00	Promotions	255.00	
					001-653-650.00	Promotions	320.00	
					001-653-650.00	Promotions	1,920.00	
					001-653-650.00	Promotions	100.00	
DKT159121	MS Department of Public Safety	12/07/2021	NOV, 2021	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	96.04	96.04
DKT159122	MS Department of Revenue	12/07/2021	MAY, 2021	CAR TAG RENEWAL	001-200-681.00	Other Services & Charges	14.75	14.75
DKT159123	MS Power Company	12/07/2021	DEC, 2021	SURVEILLANCE CONTRACT FOR DECEMBER	001-200-681.00	Other Services & Charges	1,265.00	1,265.00

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Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line Amount	
DKT159124	Municipal Code Corporation						550.00
	12/07/2021	00366251	ONLINE CODE HOSTING 11/1 -	001-140-605.00	Professional Fees - IT	550.00	
DKT159125	Napa of Bay St Louis						130.01
	12/07/2021	303610	LIGHTS FOR GATORS	001-301-571.00	Repairs & Maintenance - Equipment	57.73	
				001-301-571.00	Repairs & Maintenance - Equipment	115.46	
		CREDIT	PAYMENT OF INVOICE #268551 & #268552 TWICE	001-301-570.00	Repairs & Maintenance - Vehicle	-57.91	
				001-301-571.00	Repairs & Maintenance - Equipment	-74.86	
				001-301-571.00	Repairs & Maintenance - Equipment	-9.00	
		NOV, 2021	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	1.84	
				001-301-571.00	Repairs & Maintenance - Equipment	57.73	
				001-301-501.00	Supplies	39.02	
DKT159126	NATALIE GUESS						1,275.00
	12/07/2021	15	MARKETING AND SMALL BUSINESS LIAISON	001-653-601.00	Professional Fees - Consulting	150.00	
				001-653-601.00	Professional Fees - Consulting	300.00	
				001-653-601.00	Professional Fees - Consulting	825.00	
DKT159127	Orion Planning and Design						1,155.00
	12/07/2021	3369	MOD DESIGN MULTI-MODAL LANES	001-301-602.00	Professional Fees - Engineering	1,155.00	
DKT159129	Pickering Firm Inc						16,895.00
	12/07/2021	0089590	CHANNEL STABILIZATION	116-301-602.00	Professional Fees - Engineering NRCS-Emer Water	1,074.38	
				116-301-602.00	Professional Fees - Engineering NRCS-Emer Water	1,398.50	
				116-301-602.00	Professional Fees - Engineering NRCS-Emer Water	569.62	
		0090148		116-301-602.00	Professional Fees - Engineering NRCS-Emer Water	8,155.00	
		0090149	WORK ASSIGNMENT #00-14-2021	001-301-602.00	Professional Fees - Engineering	5,697.50	
DKT159130	Portraits by Penny						250.00
	12/07/2021	111321	PHOTOGRAPHY FOR BBQ FESTIVAL	001-653-650.00	Promotions	250.00	

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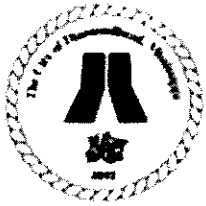
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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159131	S&L Office Supplies	12/07/2021	94076	PRINTER INK FOR HP INK JET PRINTERS	001-280-501.00	Office Supplies	36.20	1,228.65
					001-280-501.00	Office Supplies	36.31	
					001-280-501.00	Office Supplies	38.41	
			94324		001-280-501.00	Office Supplies	179.70	
			94337	OFFICE SUPPLIES	001-140-501.00	Supplies	16.61	
					001-140-501.00	Supplies	37.68	
					001-140-501.00	Supplies	56.16	
					001-140-510.00	Cleaning & Janitorial	73.21	
					001-140-510.00	Cleaning & Janitorial	202.36	
					001-140-510.00	Cleaning & Janitorial	27.38	
					001-140-510.00	Cleaning & Janitorial	36.15	
					001-140-510.00	Cleaning & Janitorial	38.96	
					001-140-501.00	Supplies	16.97	
					001-140-501.00	Supplies	11.84	
			94454		001-140-501.00	Supplies	127.50	
					001-280-501.00	Office Supplies	3.08	
					001-140-510.00	Cleaning & Janitorial	29.94	
					001-140-510.00	Cleaning & Janitorial	79.44	
					001-280-501.00	Office Supplies	47.33	
					001-140-510.00	Cleaning & Janitorial	38.76	
			94509		001-280-501.00	Office Supplies	94.66	
DKT159132	Sea Coast Echo	12/07/2021	11172021	P&Z ADVERTISEMENT	001-280-620.00	Advertising	61.30	195.80
					001-280-620.00	Advertising	63.94	
			11242021	ADVERTISEMENTS FOR PLANNING AND ZONING	001-280-620.00	Advertising	32.88	
					001-280-620.00	Advertising	37.68	
DKT159133	South MS Business Machines Gulfport	12/07/2021	403991	PER COPY CHARGE FOR NOVEMBER	001-200-506.00	Copier Usage/Maintenance	64.19	419.47
			404639	PAPER FOR LARGE PRINT COPIER	001-280-501.00	Office Supplies	74.00	
			DEC, 2021	PAYMENT 38 OF 60 -- BUILDING	001-280-642.00	Rent - Copier	281.28	
DKT159134	Southern Printing	12/07/2021	214835	T-SHIRTS FOR BBQ EVENT	001-653-650.00	Promotions	60.00	718.00
					001-653-650.00	Promotions	101.75	
					001-653-650.00	Promotions	556.25	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159135	SOUTHERN TROPHIES AND MORE	12/07/2021	1488	AWARDS FOR BBQ EVENT	001-653-650.00	Promotions	112.50	326.00
					001-653-650.00	Promotions	76.00	
					001-653-650.00	Promotions	64.00	
					001-653-650.00	Promotions	38.50	
					001-653-650.00	Promotions	35.00	
DKT159136	State Treasurer	12/07/2021	NOV, 2021	COURT ASSESSMENT/FINE FOR NOVEMBER	650-110-131.00	State Assessments Payable	1,616.71	1,646.71
					650-110-131.01	Court Bond Fees Payable	30.00	
DKT159137	Timothy A Kellar Chancery Clerk	12/07/2021	NOV, 2021	TAX SALE REDEMPTIONS FOR NOVEMBER	001-140-694.00	Collection Fees	260.00	260.00
DKT159138	TransUnion Risk and Alternative Data Solutions Inc	12/07/2021	5859551-202109-1	TLOxp FOR SEPTEMBER	001-110-681.00	Other Services & Charges	75.00	250.00
			5859551-202111-1	TLOxp FOR NOVEMBER	001-110-681.00	Other Services & Charges	75.00	
			6177932-202111-1		001-200-681.00	Other Services & Charges	100.00	
DKT159139	UniFirst Corporation	12/07/2021	105 0967177	UNIFORM RENTAL FOR THE WEEK ENDING 11.15.2021	001-301-535.00	Uniforms	193.15	671.11
			105 0968293	UNIFORM RENTAL FOR THE WEEK ENDING 11.22.2021	001-301-535.00	Uniforms	284.83	
			105 0969404	UNIFORM RENTAL FOR THE WEEK ENDING 11.29.2021	001-301-535.00	Uniforms	193.13	
DKT159140	Unifirst First Aid Corp	12/07/2021	A601325	FIRST AID CABINET REFILL	001-301-501.00	Supplies	60.28	89.50
			A601326		001-140-501.00	Supplies	18.10	
					001-200-501.00	Supplies	11.12	
DKT159141	Waste Management	12/07/2021	0755336-4768-3	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	63.67	63.67
DKT159142	WESLEY SANDERFORD	12/07/2021	001	BAND FOR ALOHA SATURDAY	001-653-650.00	Promotions	250.00	250.00
Total Claims: 63							Total Payment Amount:	398,474.65



City of Diamondhead, MS

Docket/Claim #	Vendor Name					Payment Amount
	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159143	CASANO LAW FIRM PA		48 LOTS FOR DRAINAGE	001-301-900.00	Capital Outlay - Land	77,800.00
	12/07/2021	DEC, 2021				77,800.00
Total Claims: 1						Total Payment Amount: 77,800.00