



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, April 05, 2022**

**6:00 PM CST**

Council Chambers, City Hall  
and via teleconference, if necessary

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#### **Call to Order.**

Invocation

Pledge of Allegiance

Roll Call

Confirm or Adjust Agenda Order

#### **Presentation Agenda.**

##### Council Comments.

- a. The next Regular Meeting of the City Council will be held April 19, 2022 at 6:00 p.m. in Council Chambers at Diamondhead City Hall.
- b. The 2nd Annual Dog Park Day will be held Saturday, April 9th from 11 a.m. to 4 p.m. on the south side.
- c. Celebration commemorating the City of Diamondhead 10th Anniversary of Incorporation will be held at City Hall on Tuesday April 26th at 5:30 p.m.
- d. Presentation of Proclamation - April 2022 Child Abuse Awareness and Prevention Month
- e. Hancock County CASA Update - Cynthia Chauvin, Director
- f. Bob Barber with Orion Planning & Design - Gateway Master Plan
- g. Cara Wagner, Pickering Firm, Inc. - Kolo Court Drainage Update

City Manager's Report.

Public Comments on Agenda Items.

#### **Policy Agenda.**

#### **Minutes:**

1. Motion to approve the March 15, 2022 Regular Meeting Minutes.

#### **Ordinances:**

#### **Resolutions:**

2. **2022-027:** Motion to adopt Resolution 2022-027 thereby appointing Julie Boudreaux, Sue Favre and Ronald Layel to serve as Municipal Election Commissioners.

3. **2022-118:** Motion to adopt Resolution 2022-028 thereby declaring that a Ward 2 Council vacancy exists effective March 23, 2022, ordering a Special Election to be held May 10, 2022 and for other related purposes.
4. **2022-127:** Motion to adopt Resolution 2022-029 thereby acquiring by donation real property (Lot 20, Blk2 Unit 5, Phase 2) for drainage and greenspace from Wallace H. Smith, III.
5. **2022-131:** Motion to adopt Resolution 2022-031 to approve a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text amendment will make the following change to Zoning Ordinance Article 5 - General Regulations, Article 5.6.4 - Ownership, add "not" after "shall" in the last sentence to read "A nonconforming use of land or structure shall not lose its nonconforming status upon the sale to a new owner." The Case file Number is 202200081.

**Consent Agenda:**

6. **2022-116:** Motion to approve Final Pay Application in the amount of \$13,253.75 to Bottom 2 Top Construction for the Hilo Street Culvert Replacement Project.
7. **2022-119:** Motion to approve Master Service Agreement Work Assignment with Pickering Engineering for Ahuli Drainage Project.
8. **2022-120:** Motion to approve payments for professional services to Pickering Firm, Inc. for projects in the amount of \$890.00 for Hilo Street Culvert Replacement, \$3,890.00 for the Lilly Pond Dredging Project, \$7,096.75 for Makiki Drive and Lui Place Culvert Rehabilitation, and \$3,835.00 for Diamondhead Drive Pond Dredging.
9. **2022-122:** Motion to approve payments to Machado Patano for professional services in the amount of \$1,500.00 for City Hall Parking Lot and \$1,687.50 for Hilo Way Drainage.
10. **2022-123:** Motion to approve Pay Application No. 4 to Moran Hauling, Inc. in the amount of \$109,150.77 for the City Hall Parking Lot.
11. **2022-124:** Motion to accept the donation in the amount of \$637.50 from the Diamondhead Garden Club for the purchase of a bench for Malahui Garden.
12. **2022-125:** Motion to approve to purchase through State Contract No. 8200059544 one (1) Ram 1500 truck for the Building Department from Kirk Auto World, Inc. in the amount of \$27,297.00.
13. **2022-126:** Motion to enter in to agreement with Cruisin' the Coast for the Annual Blessing of the Classics to be held on October 5th, authorize payment of the event fee in the amount of \$4,000 and for other related purposes.
14. **2022-128:** Motion to approve Master Service Agreement Work Assignment with Chiniche Engineering & Surveying in the amount of \$15,742.50 for professional services for East Aloha Phase 1 amendments.
15. **2022-129:** Motion to approve to advertise for competitive bids for the purchase of a dump truck for the Public Works Department.
16. **2022-132:** Motion to approve an increase the allocation an additional \$1,500 for 2nd Annual Dog Park Day Event.
17. **2022-133:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$727.50 for Montjoy Creek Improvements and \$7,810.75 for East Aloha Phase 1.

- 18. 2022-133:** Motion to authorize travel and related expenses for Michael Reso to attend Economic Vitality Training (MS Main Street) to be held April 21 - 22, 2022 in Greenville.
- 19. 2022-134:** Motion to accept the proposal in the amount of \$16,920 from Orion Planning & Design for the design and bidding phases of protected bike lanes for Diamondhead Drive, Kalani, Gex, Yacht, Airport Drives and Vaught Circle.

**Action Agenda.**

**Routine Agenda.**

**Claims Payable**

- 20.** Motion to approve the Docket of Claims (Claims DKT159415 - DKT159461) in the amount of \$487,619.01.

**Public Comments on Non-Agenda Items.**

**Executive Session - If Necessary**

**Adjourn/Recess.**

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



**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, March 15, 2022**  
**6:00 PM CST**  
Council Chambers, City Hall

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

Item No. 1.

**Call to Order.**

Mayor Depreo called the meeting to order at 6:02 p.m.

Invocation -Councilmember Sheppard

Pledge of Allegiance - Boy Scout Troop 210 presented the Colors and led the Pledge of Allegiance.

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley - via teleconference

Ward 3 Ricky Sheppard

Ward 4 Charles Clark

ABSENT

Ward 2 Alan Moran

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher to amend and approve the agenda adding items 17a. 2022-113 and 17b. 114 to the Consent Agenda.

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

**MOTION CARRIED UNANIMOUSLY**

**Presentation Agenda.**

Council Comments.

1. Proclamation Honoring Robert F. Walker - United States Marine, World War II Veteran (Iwo Jima Survivor) and Purple Heart Recipient Mayor Depreo and Council presented the 101 year old resident with a Proclamation honoring his accomplishments, service and sacrifice for our Country. Congressman Palazzo's representative also in attendance presented Mr. Walker with a flag that had once flown over the White House and a honor certificate.
2. The next Regular Meeting of the City Council will be held April 5, 2022 at 6:00 p.m. in Council Chambers at Diamondhead City Hall.
3. The 2nd Annual Dog Park Day will held Saturday, April 9th from 11 a.m. to 4 p.m. on the south side.
4. Celebration commemorating the City of Diamondhead 10th Anniversary of Incorporation will be held at City Hall on Tuesday, April 26th at 5:30 p.m.



5. Jennifer Lay - Mississippi Main Street
6. Natalie Guess - Gulf Blue Navigator Program.

City Manager's Report.

1. E. Aloha Drive Improvements – The contractor started working on Monday for the first phase of the E. Aloha Drive improvements. This has part of the road closed by Rouses. Residents will have access to all businesses during this 75-day construction period, but there will be some detours and road closures in sections of the road. Please drive safe in this area and be patient while we work on this improvement to our commercial district.
2. NRCS Grant – I am asking for authorization to submit a request for funding from the National Resources Conservation Service for Emergency Water Projects for Kolo Ct and Alkii Way. This is a recommendation from Pickering Engineering and is the same funding source the city used for the recent Alkii Way Project.
3. Jani-King – I am asking for authorization to amend our current agreement with Jani-King to add the cleaning of the activity center, bathrooms and hallways to our regular cleaning schedule. This part of the building was not on regular cleaning and is being used more often. We need to make sure it is clean for public use.
4. Forfeited Tax Land – The Secretary of State has agreed to donate several parcels to city to be used as permanent greenspace and drainage. I am asking the council to accept this land from the Secretary of State.
5. Insurance Renewal – Our insurance agent presented our renewal at the last council meeting. Tonight, we are asking for authorization to renew our commercial coverage based on his presentation.
6. Compton Engineer – I am asking for authorization to sign a new work assignment with Compton Engineer for Anahola Place drainage project. This is one of the four projects listed in our GOMESA grant application, and it is the location where several homes flooded during Tropical Storm Claudette. This will have the engineer review the area and make recommendations to improve drainage. I provided the council with a map showing the area to be included in the review.
7. HVAC System in City Hall Administrative Hallway – I am asking for authorization to replace the HVAC system in the administrative hallway in City Hall. We had 2 companies come out and provide quotes to repair. Neither would attempt to repair and recommended a complete replacement. At this time, the heater is not working, and the AC is on its last leg. We received 2 quotes to replace the HVAC system, and I would like to accept the low quote to replace this unit.
8. Cruisin The Coast – With the passing of Mark Duffy, the city needs to establish a steering committee to help plan our blessing of the classics event. We will seek volunteers from our community to get involved in the planning for this October event.
9. 4<sup>th</sup> of July Fireworks – Upon direction from council, I have met with the Lazy Gator and others about planning a fireworks show in Diamondhead to celebrate the 4<sup>th</sup> of July. After meeting with the fireworks company, they recommend that we do not try to partner with the community from Bay St. Louis since it is about 1 mile from our marina. Our residents will not get a good view of the fireworks from that distance. We discuss shooting the fireworks from land on the vacant land we use for festivals. The cost is \$9K for a 20-minute, commercial class C show. The plan would be to have this on Saturday, July 2 at 9pm. The company is insured and will name the City as additional insured on their policy. My thoughts would be to have a band with food trucks in that area and

enjoy the fireworks at 9pm. Is this something that the council would like me to move forward with to get a contract from the vendor?

Public Comments on Agenda Items.

Bob Pineau - addressed the Council regarding the purchase and proposed use of Glenn Eagle Lot #88.

## Policy Agenda.

### Minutes:

1. Motion to approve the March 2, 2022 Regular Meeting Minutes.

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to approve the March 2, 2022 Regular Meeting Minutes.

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

**MOTION CARRIED UNANIMOUSLY**

### Resolutions:

2. **2022-105:** Motion to adopt Resolution 2022-024 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lots 12 and 13, Diamondhead Phase 2, Unit 10, Block 3. The physical address is 6424 Iona Street; parcel numbers are 067N-2-35-082.000 and 067N-2-35-083.000. (Pucheu)

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to adopt Resolution 2022-024 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lots 12 and 13, Diamondhead Phase 2, Unit 10, Block 3. The physical address is 6424 Iona Street; parcel numbers are 067N-2-35-082.000 and 067N-2-35-083.000. (Pucheu)

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

**MOTION CARRIED UNANIMOUSLY**

3. **2022-106:** Motion to adopt Resolution 202-025 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lots 20 and 17, lots 21 and 17, and lots 21 and 16, Diamondhead Phase 2, Unit 5, Block 6. The physical address is 6868 Awini Court. Parcel numbers are 131B-0-01-162.000 and 131B-0-01-168.000. (Ginn)

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to adopt Resolution 202-025 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lots 20 and 17, lots 21 and 17, and lots 21 and 16, Diamondhead Phase 2, Unit 5, Block 6. The physical address is 6868 Awini Court. Parcel numbers are 131B-0-01-162.000 and 131B-0-01-168.000. (Ginn)

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

**MOTION CARRIED UNANIMOUSLY**

4. **2022-110:** Motion to adopt Resolution 2022-026 thereby ratifying/authorizing the submittal to National Resources Conservation Service for Emergency Water Project funding request for Kolo Court and Alkii Way, pledging local match funding and for other related matters.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Sheppard to adopt Resolution 2022-026 thereby ratifying/authorizing the submittal to National Resources Conservation Service for Emergency Water Project funding request for Kolo Court and Alkii Way, pledging local match funding and for other related matters.

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

**MOTION CARRIED UNANIMOUSLY**

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to move item 17. b. 2022-114 from Consent Agenda to Action Agenda.

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

**MOTION CARRIED UNANIMOUSLY**

**Consent Agenda:**

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to approve Consent Agenda Items 5-17a by consent.

5. **2022-096:** Motion to authorize the Administration to prepare and submit the funding activation request for the East Aloha Improvements Phase 2 (MDOT).
6. **2022-097:** Motion to authorize travel to Hattiesburg on April 27 - 28, 2022 for Michael Reso- City Manager, and Pat Rich- Planning & Zoning Administrator, to attend the Mississippi Economic Development Council Conference.
7. **2022-099:** Motion to approve an amendment to the agreement with Jani-King adding the Activity Center with a monthly increase of in the amount of \$699.00 resulting in a new monthly contract amount of \$2,799.00.
8. **2022-100:** Motion to approve Budget Adjustments 2022-24.
9. **2022-101:** Motion to accept for use as permanent greenspace and drainage purposes real property from the State of Mississippi Transfer of Forfeited Tax Land Patent No's 94287-94299.
10. **2022-102:** Motion to approve payments to Digital Engineering in the amount of \$2,772.50 for professional services relating to the GIS maintenance, and in the amount of \$525.00 for professional services relating to Beaux Vue Ph. 2 Drainage Improvements.
11. **2022-103:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$2,200.00 for Kome Dr. Ditch Parcel Survey, \$2,500.00 8918 Hanalei Cir. Parcel Survey.
12. **2022-104:** Motion to approve disbursement of unclaimed funds in the amount of \$1,000 to the State of Texas Comptroller of Public Accounts representing owed to Kasey Carper relating to municipal court matter T140764.
13. **2022-107:** Motion committing support to the University of Southern Mississippi's proposal to Economic Development Administration titled *Gulf Blue Initiative: Driving Sustainability through Regional Economic Growth*.

14. **2022-108:** Motion to authorize the City Manager to enter into Partner Agreement with the Blue Navigator Program to utilize City of Diamondhead name and logo for support and promotion to include website, marketing presentations, printed materials and social media platforms.
15. **2022-109:** Motion to renew commercial property insurance with Velocity with \$50,000 added expense coverage, Equipment Floater with Markel American Insurance, Equipment Breakdown with Hartford Steam Boiler Insurance, General Liability and Public Officials Liability with Travelers/Charter Oak Insurance, Automobile Insurance with Travelers Indemnity Company, and Cyber Crime with Travelers Casualty & Surety Company with all lines written through BXS Insurance for a total annual premium of \$99,166.
16. **2022-111:** Motion to approve Master Service Agreement Work Assignment with Compton Engineering in the amount of \$27,500 for Anahola Place/Hana Place Drainage Project.
17. **2022-112:** Motion to accept and award the low quote received from Mechanical Services, LLC in the amount of \$35,000 for City Hall HVAC replacement.
- 17 a. **2022-113:** Motion to authorize the administration to submit letter to the Mississippi Emergency Management Agency regarding the status of Hurricane Zeta Cat A and CatZ reimbursements.

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

**MOTION CARRIED UNANIMOUSLY**

17. b. **2022-114:** Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to purchase real property located on Crooked Stick Drive (Lot #88) from Glenn Eagle Development, LLC in the amount of \$38,000 for drainage access to the proposed 25-acre retention pond site and authorize the City Manager to effectuate the purchase.

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

**MOTION CARRIED**

**Action Agenda.**

18. **2022-098:** Motion to create and make appointments to the Blessing of Classics Steering Committee.

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to create the Blessing of Classics Steering Committee.

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

**MOTION CARRIED UNANIMOUSLY**

19. **2022-115:** Motion to approve the Final Plat of Serenity Oaks Condominiums by MDGA, LLC.

Motion made by Ward 3 Sheppard, Seconded by Mayor Depreo to approve the Final Plat of Serenity Oaks Condominiums by MDGA, LLC.

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

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

20. Motion to approve the Docket of Claims (Claims DKT159382-DKT159414) in the amount of \$227,842.10.

Motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard to approve the Docket of Claims (Claims DKT159382-DKT159414) in the amount of \$227,842.10.

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

**MOTION CARRIED UNANIMOUSLY**

**Department Reports**

- a. Motion made by Ward 3 Sheppard, Seconded by At-Large Maher to accept February 2022 Department Reports as follows:

Building Department  
Code Enforcement  
Police Department  
Privilege Licensing

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

**MOTION CARRIED UNANIMOUSLY**

- b. Motion to accept the February 2022 Financial Reports.

Motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard to accept February 2022 Financials.

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

**MOTION CARRIED UNANIMOUSLY**

**Public Comments on Non-Agenda Items.**

Russell Frank addressed the Council regarding an ordinance that would require mobile/modular home to be placed facing the roadway.

**Adjourn/Recess.**

AT 6:52 p.m. and 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 3 Sheppard, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

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Nancy Depreo  
Mayor

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Jeannie Klein  
City Clerk

**RESOLUTION OF THE CITY OF DIAMONDHEAD APPOINTING JULIE BOUDREAUX, SUE FAVRE AND RONALD LAYEL TO SERVE AS MUNICIPAL ELECTION COMMISSIONER.**

The City of Diamondhead hereby brings forth a Resolution to appoint a Municipal Election Commissioner for the City of Diamondhead.

**WHEREAS**, the Mayor and City Council for the City of Diamondhead are authorized pursuant to Mississippi Code Ann §23-15-221 to appoint three (3) Municipal Election Commissioners to serve the City of Diamondhead with respect to all municipal elections; and

**WHEREAS**, the Mayor and City Council have before three commission appointments and consideration JULIE BOUDREAUX, SUE FAVRE and RONALD LAYEL to serve as Municipal Election Commissioners for the City of Diamondhead to carry out the duties and responsibilities of election commissioner pursuant to Mississippi Code Ann 1972.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and City Council for the City of Diamondhead do hereby appoint, JULIE BOUDREAUX, SUE FAVRE and RONALD LAYEL a resident of the City of Diamondhead, to serve as Municipal Election Commissioner for the City of Diamondhead, Mississippi consistent with all provisions and requirements provided for in Mississippi Code Annotated 1972.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE ON MOTION OF COUNCILMEMBER DEPREO, SECONDED BY COUNCILMEMBER MORGAN, BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 5TH DAY OF APRIL 2022.

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

ATTEST: \_\_\_\_\_  
JEANNIE KLEIN, CITY CLERK

APPROVED: \_\_\_\_\_  
NANCY DEPREO, MAYOR

SEAL

## SPECIAL ELECTION

A Special Municipal Election is necessary for a vacancy having occurred on the City Council of the City of Diamondhead, Mississippi as the result of the resignation of Alan Moran, Ward 2, effective March 23, 2022.

### IT IS HEREBY ORDERED THAT:

Pursuant to Mississippi Code Annotated Section 23-15-857, on May 10, 2022, a special municipal election is hereby ordered to be held in the City of Diamondhead, Hancock County, Mississippi, for the purpose of electing a qualified candidate to fill the position of Ward 2 Councilmember for the City of Diamondhead, Mississippi.

### IT IS FURTHER ORDERED THAT:

Each candidate for the office of Ward 2 Councilmember is required by law to qualify by 5:00 p.m. at least twenty (20) days (April 20, 2022) prior to the set date for the said election. Each candidate shall qualify by Petition filed with City Clerk, which Petition shall be signed by not less than fifty (50) qualified electors of the City of Diamondhead, Mississippi. No qualifying fee shall be required of any candidate.

If no candidate of the City of Diamondhead in said special election receives a majority of the votes cast therein, the two candidates receiving the highest number of votes shall have their names placed on the ballot for a run-off election to be held three (3) weeks thereafter on May 31, 2022.

So, **RESOLVED, ORDERED AND DIRECTED** by the City Council of the City of Diamondhead, Mississippi that a special election of the City of Diamondhead, Mississippi Ward 2 residents shall be held on Tuesday, May 10, 2022.

*The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and was adopted on 5<sup>th</sup> April 2022 by the following roll call vote:*

	Aye	Nay	Absent	
Mayor Depreo	_____	_____	_____	
Councilmember Finley	_____	_____	_____	
Ward 2 Vacant	_____	_____	_____	
Councilmember Sheppard	_____	_____	_____	
Councilmember Clark	_____	_____	_____	
Councilmember Maher	_____	_____	_____	seal

\_\_\_\_\_  
Mayor Nancy C. Depreo,

Attest: \_\_\_\_\_  
Jeannie Klein, City Clerk

Resolution # 2022-029  
Item 2022-127

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE "CITY"), TO ACQUIRE, BY DONATION FROM WALLACE H. SMITH, III, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

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 several individuals.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Wallace H. Smith, III expressed a willingness to donate the property legally described in the Deeds of Dedication and attached hereto collectively as Exhibit "A" to this resolution
4. The City is willing to accept the donation of the aforementioned properties.

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

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



Resolution # 2022-029  
Item 2022-127

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Ward 2 Vacant	_____	_____	_____
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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:  
 DEREK R. CUSICK (MS BAR#10653)  
 LAW OFFICES OF DEREK R. CUSICK, PLLC  
 1325 25<sup>th</sup> Avenue  
 GULFPORT, MS 39501  
 (228) 206-3819

INDEXING INSTRUCTIONS:

LOT 20, BLK 2, UNIT 5,  
 DIAMONDHEAD PH 2, CITY OF  
 DIAMONDHEAD, HANCOCK  
 COUNTY, MISSISSIPPI

GRANTORS ADDRESS  
 WALLACE H. SMITH, III  
 8343 AMOKA DRIVE  
 DIAMONDHEAD, MS 39525  
 (228) 669-5742

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

STATE OF Mississippi  
 COUNTY OF Hancock

**DEED OF DEDICATION**

22 This DEED OF DEDICATION ("Deed") is made this 21<sup>st</sup> day of March, 2019, by and between WALLACE H. SMITH, III, GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi ("City"), GRANTEE.

**\*\*WITNESSETH\*\***

WHEREAS, WALLACE H. SMITH, III wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

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

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

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, WALLACE H. SMITH, III hereby dedicates, grants, conveys, covenants and agrees as follows:

**DEDICATION OF ONE UNDEVELOPED LOT**

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

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

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

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

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

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

## Legal Description of the Undeveloped Lot:

Lot 20, Block 2, Unit 5, DIAMONDHEAD, Phase 2, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, at Bay St. Louis, Mississippi.

Together with all improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

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

EXECUTED, this the 21<sup>st</sup> day of March, 2021<sup>2</sup>.

GRANTOR:

Wallace H. Smith III  
WALLACE H. SMITH, III

STATE OF Mississippi  
COUNTY OF Hancock

Personally appeared before me, the undersigned Notary Public, the within named WALLACE H. SMITH, III, who acknowledged that he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the 21<sup>st</sup> day of March, 2021<sup>2</sup>.

Jeannie S. Klein  
NOTARY PUBLIC

My Commission Expires:





**GRANTEE:**

**CITY OF DIAMONDHEAD, MISSISSIPPI**

**BY:**

**NANCY DEPREO, MAYOR**

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

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

GIVEN UNDER MY HAND AND SEAL this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**NOTARY PUBLIC**

My Commission Expires:

A TEXT AMENDMENT TO THE ZONING ORDINANCE AMENDING  
Article V – General Regulations

A resolution of the Mayor and City Council of the City of Diamondhead amending Ordinance  
No. 2012-019 Article 5 - General Regulations, Article 5.6.4 - Ownership

WHEREAS, the current language is as follows: **Article 5.6.4 - Ownership**, Whenever a nonconforming structure or lot is sold to a new owner, such sale shall have no effect on the nonconforming status of the structure or lot. A nonconforming use of land or structure shall lose its nonconforming status upon the sale to a new owner.

WHEREAS, the proposed text amendment is as follows: **Article 5.6.4 - Ownership**, Whenever a nonconforming structure or lot is sold to a new owner, such sale shall have no effect on the nonconforming status of the structure or lot. A nonconforming use of land or structure shall not lose its nonconforming status upon the sale to a new owner.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY,  
that the City Council adopted the proposed text amendment as stated above.

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 5TH DAY OF APRIL, 2022.

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Ward 2 Vacant	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

\_\_\_\_\_  
MAYOR NANCY DEPREO

ATTEST: \_\_\_\_\_  
Jeannie Klein, City Clerk



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator *J. Pat Rich*

DATE: March 30, 2022

SUBJECT: Recommendation from Planning Commission Text Amendment Nonconforming Structure Ownership

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to correct an inconsistency in the Zoning Ordinance (Ord. 2012-019). Case File Number is 202200081. The proposed text amendment will make the following change to Zoning Ordinance Article 5 – General Regulations, Article 5.6.4 – Ownership, – add “not” after “shall” in the last sentence to read “A nonconforming use of land or structure shall not lose its nonconforming status upon the sale to a new owner”.

At its recess meeting on March 23, 2022, the Planning Commission voted 4-0 to recommend approving the Text Amendment.





PR

Item No.5.

Commissioner Flowers  
Commissioner Layel ✗  
Commissioner Debrow ✓  
Commissioner Robar  
Commissioner Hourin  
Commissioner Torguson ✓  
Commissioner Hector ✓

## AGENDA PLANNING AND ZONING COMMISSION

Recess Meeting  
Wednesday, March 23, 2022  
6:00 PM CST  
Council Chambers, City Hall  
and via teleconference, if necessary

### Call to Order

### Statement of Purpose

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

### Pledge of Allegiance

### Roll Call

### Confirmation or Adjustments to Agenda

### Approval of Minutes

2. Approval of February 22, 2022 minutes. 4-0

### New Business

3. Robert Barber with Orion Planning is presenting their recommendation for short term rental ordinance.
4. *Approved 4-0* The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to correct an inconsistency in the Zoning Ordinance (Ord. 2012-019). Case File Number is 202200081. The proposed text amendment will make the following change to Zoning Ordinance Article 5 - General Regulations, Article 5.6.4 - Ownership, - add "not" after "shall" in the last sentence to read, "A nonconforming use of land or structure shall not lose its nonconforming status upon the sale to a new owner".
5. *Approved 4-0* Prest Prop, LLC, represented by Robert Thirstrup, Managing Member, has filed an application requesting Planning Commission Review as required by the Zoning Ordinance (Article 4.21.1 B) to allow the operation of a drive-in restaurant (PJ's Coffee) within the planned Prestige Fitness Club and Spa. The property address is 4422 Kalani Drive. The tax parcel number is 132A-2-03-024.000. The property is in a C-1 General Commercial zoning district. Drive-in restaurants are considered permitted uses with the review and approval of the Planning Commission (Article 2.4). The Case File Number is 202200117.

### Unfinished Business

### Open Public Comments to Non-Agenda Items

- c. Storage and waste disposal; and
- d. Appearance.

#### 5.6.2 *Nonconforming Lots of Record.*

- A. A building may be constructed on a nonconforming lot, provided the yard requirements of this Ordinance are observed.
- B. Contiguous nonconforming lots under common ownership shall be considered one lot.

#### 5.6.3 *Restoration.*

Should a nonconforming structure be destroyed or damaged by any means to an extent that would be in excess of fifty (50) percent of the true value as determined by the Hancock County Tax Assessor it shall not be reconstructed or use made of except in conformity with the provisions of these ordinances.

#### 5.6.4 *Ownership.*

Whenever a nonconforming structure or lot is sold to a new owner, such sale shall have no effect on the nonconforming status of the structure or lot. A nonconforming use of land or structure shall <sup>not</sup> lose its nonconforming status upon the sale to a new owner.

#### 5.6.5 *District Changes.*

Whenever the boundaries of a district are changed so as to transfer an area from one district to another district, the foregoing provisions shall also apply to any nonconforming uses or structure existing in the district to which the area was transferred.

#### 5.6.6 *Repairs and Maintenance.*

Ordinary repairs and replacement of nonbearing walls, fixtures, wiring, or plumbing may be performed, provided that the nonconforming structure shall not be increased in size.

#### 5.6.7 *Uses Requiring Planning Commission Review and Conditional Use Procedures.*

Any lawful use existing on the effective date of this ordinance or amendment thereto, and which would be required to have Planning Commission review pursuant to Section 2.4 of this ordinance or would be a conditional use under the terms of this ordinance or amendment thereto, is, without further action, conforming under these provisions. However, any alteration to the site, building, nature of the operations, or any other aspect of the use shall require a Planning Commission Review or conditional use, whichever the case may be.

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

The City of Diamondhead represented by Ronald Jones, Building Official, has filed an application requesting a text amendment to correct an inconsistency in the Zoning Ordinance (Ord. 2012-019). Case File Number is 202200081.

The proposed text amendment will make the following change to Zoning Ordinance Article 5 – General Regulations, Article 5.6.4 – Ownership, – add “not” after “shall” in the last sentence to read “A nonconforming use of land or structure shall not lose its nonconforming status upon the sale to a new owner”.

The City Council shall have jurisdiction with respect to all Text Amendments. The Planning Commission shall review and submit a recommendation to the City Council on Text Amendments.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, March 22, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

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

2022-116

Item No.6.



Thursday, February 24, 2022

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

**Re: Pay Application One (3)  
Hilo Street Culvert Replacement  
Pickering Firm, Inc. Project No. 26025.01**

Michael –

Transmitted herewith is a copy of Pay Application Two (3) for the above referenced project and contract. We recommend payment approval of the Estimate for Bottom 2 Top Construction, Ilc. in the amount of \$13,253.75 by the City of Diamondhead at the next available board meeting.

Currently this project is complete. Pay Application 3 covers Asphalt Cart Path Repair that has been inspected and accepted by Pickering and Diamondhead Golf Club. Pay Application 3 also includes Project Retainage.

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: Joseph Raffeo, Bottom 2 Top Construction, Ilc.



# Contractor's Application For Payment No. 3

Application Period Ending:		Application Date: February 22, 2022
To (Owner): City of Diamondhead	From (Contractor): Bottom 2 Top Construction LLC	Via (Engineer) Pickiering Firm, INC.
Owner's Project No.:	Contractor's Project No.:	Engineer's Project No.: 26025.01
Project / Contract: Hilo Street Culvert		

Application for Payment Approved Change Order Summary		
Number	Additions	Deductions
1	\$ 3,656.20	
2	\$ 1,269.33	
TOTALS	\$ 4,925.53	\$ -
NET CHANGE BY CHANGE ORDERS	\$ 4,925.53	

1. ORIGINAL CONTRACT PRICE	\$ 184,054.50
2. NET CHANGE BY CHANGE ORDERS	\$ 4,925.53
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 188,980.03
4a. TOTAL VALUE of WORK PERFORMED	\$ 188,980.03
b. STORED MATERIALS	\$ -
c. TOTAL OF WORK & MATERIALS (4a + 4b)	\$ 188,980.03
5. RETAINAGE (5% of Line 4c):	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4c - Line 5)	\$ 188,980.03
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 175,726.28
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)	\$ 13,253.75
9. BALANCE TO FINISH PLUS RETAINAGE (Line 3 - 4c + 5)	\$ -

## Contractor's Certification

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

By: Joseph Raffeo Jr. 1/24/2022

Payment of: \$13,253.75 (Line 8 or other amount)

is recommended by:

2/24/2022

(Date)

Payment of: \_\_\_\_\_ (Line 8 or other amount)

is approved by:

(Owner)

(Date)

City Account Numbers	Amount
1)	
2)	
3)	
4)	
5)	

Bottom 2 Top Construction LLC

23272 Hwy 49 Frontage Rd.

Suite B

Saucier, MS 39574

**Invoice**

Date	Invoice #
2/22/2022	481

Bill To
City Of Dimondhead

Application Period

Description	Quantity	Unit Price	Quantity This Period	Completed To Date	Total Cost to Date
Asphalt Cart Path Repair	50	80.10			4,005.00
Amount of Retainage		-200.25			-200.25
Hilo				<b>Total</b>	<b>\$3,804.75</b>

Phone #

2282343739

E-mail

jraffeo@bottom2top.net

Bottom 2 Top Construction LLC

23272 Hwy 49 Frontage Rd.

Suite B

Saucier, MS 39574

**Invoice**

Date	Invoice #
2/23/2022	483

Bill To
City Of Dimondhead

Application Period

Description	Quantity	Unit Price	Quantity This Period	Completed To Date	Total Cost to Date
Amount of Retainage 460		7,489.02			7,489.02
Amount of Retainage 472		1,759.73			1,759.73
Amount of Retainage 481		200.25			200.25
Hilo				<b>Total</b>	<b>\$9,449.00</b>

Phone #

2282343739

E-mail

jraffeo@bottom2top.net

**WORK ASSIGNMENT****WORK ASSIGNMENT NO.** \_\_\_\_\_**PROJECT NUMBER: 26318.00; Ahuli Drainage Improvements**

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Pickering Firm, Inc. on the 29<sup>th</sup> 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**

See 'Attachment A – Scope of Services'

**WORK ASSIGNMENT TERM**

No new Work Assignments shall be executed after October 28, 2024 at 11:59 P.M. CST.

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

**DBE GOAL**

*The DBE goal established for this Work Assignment shall be zero percent (0%).*

**KEY PERSONNEL****CITY PROJECT MANAGER:**

Mike Reso \_\_\_\_\_

**CONSULTANT PROJECT MANAGER:**

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

Cara Wagner, PE (MS #26030)

**PROGRESS SCHEDULE**

Applications, meetings, and other items requested by the client will be prepared and submitted in a timely fashion following client request.

**MAXIMUM ALLOWABLE COST****Contract Maximums:**

Under no circumstances shall the amount payable by the City for this assignment exceed **\$74,500** (Total of all Charges exclusive of easement plats to be paid on a per each basis) plus the cumulative fee for Easement Plats as referenced below, without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.



**Table 1: Compensation for Services Breakdown**

<b>Basic Services</b>		
<b>Phase #</b>	<b>Phase Title</b>	<b>Fee (labor hour/unit cost)</b>
<b>I</b>	<b>Boundary and Topographic Survey</b>	<b>\$13,000</b>
<b>II</b>	<b>Wetland Delineation</b>	<b>\$6,500</b>
<b>III</b>	<b>Wetland Permitting Assistance</b>	<b>\$8,000</b>
<b>IV</b>	<b>Engineering Design</b>	<b>\$23,000</b>
<b>V</b>	<b>Project Bidding</b>	<b>\$4,000</b>
<b>VI</b>	<b>Construction Engineering and Inspection</b>	<b>\$20,000</b>

**Table 2: Compensation for Easement Plats**

<b>Basic Services</b>		
<b>Phase #</b>	<b>Phase Title</b>	<b>Fee (labor hour/unit cost)</b>
<b>VII</b>	<b>Easement Plats*</b>	<b>\$ 2,500 (Per Each)</b>

\*Easement Plat Fee shown is a “per each” fee. Based on GIS data, approximately 8 of these may be required for a total fee of \$20,000. Actual number of easements will be determined during design. Easement work will not begin without prior consent from the City.

**Table 3: Rate Schedule for Labor Hours**

<b>NAMES</b>	<b>LABOR CLASSIFICATION</b>	<b>RATE</b>
	Principal Engineer (P.E.)	\$ 162
	Senior P.E. (licensed > 10 yr)	\$145
	Senior P.E. (licensed >5, <10 yr)	\$125
	Professional Engineer	\$ 105
	Senior Project Manager (min. 15 yr Experience)	\$115
	Project Engineer	\$ 95
	Professional Land Surveyor	\$98
	Survey Crew Chief	\$68
	Instrumental Person	\$41
	Senior CAD Technician (15+ yr of Experience)	\$90
	Senior CAD Technician (min. 15 yr Experience)	\$80
	CAD Technician	\$70
	Clerical	\$50
	Senior Administration (15yr + Experience)	\$80
	Resident Project Representative	\$ 75
	Engineering/Specification Technician	\$ 65
	Student Intern/Co-op	\$40
	Scientist	\$85
	Biologist	\$115
	1 man GPS Survey Crew	\$150
	2 man GPS Survey Crew	\$175
	Drone (minimum charge, up to half day)	\$350
	Drone (more than half day to all day)	\$475

Both parties hereto represent that they have authority to enter into this Work Assignment 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, Mississippi**

\_\_\_\_\_  
**By:**

WITNESS this, my signature, in execution hereof, this the 23rd day of March, 2022.  
**Pickering Firm, Inc.**

ATTEST:

  
Payton Billingsley, EI

  
By: Cara Wagner, PE

**General Project Description**

In general, the Engineer will perform boundary & topographic survey, preparation of easement plats if needed, wetland delineation, wetland permitting assistance, engineering design (including production of construction documents), bid phase, and construction engineering and inspection services relative to the rehabilitation and improvements of drainage ways from Miller Pond at a channel south of Diamondhead Drive East and west of Haina Street East upstream to Ahekolo Circle. These improvements are shown on the attached Exhibit 1 with preliminary estimated construction costs.

Items not specifically outlined below are excluded from this proposal; subsequent services may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

**Phase I – Boundary and Topographic Survey (\$13,000)**

We will perform a topographic survey of the above referenced project site. The survey will define one-foot contours and will include all buildings, finished floor elevations, roads, drives, sanitary sewer and storm drainage features, along with other utilities and features necessary. Underground utilities will be plotted from records made available to us by local utility agencies. The survey will be performed in accordance with Standards of Practice for Surveying in Mississippi.

Our surveying services will not include:

- Complete boundary surveys. We will do a limited amount of boundary surveying in order to show approximate property lines. However, more surveying will likely be necessary if it is determined that easements are required.
- Investigation or location of underground utilities by means of excavation, ground penetrating radar, smoke testing, etc. Observed evidence of utilities, markings by MS One Call representatives, and information provided by the utility companies will be combined to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately and completely depicted. In addition, in some jurisdictions, 811 utility locate requests from surveyors may be ignored or result in an incomplete response. Where more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
- Investigation or location of underground structures or facilities which are not observable from the surface (gas tanks, treatment plants, etc).
- Wetlands delineations. We will coordinate with any qualified wetlands delineator to show applicable wetlands on the survey. We will not, however, be performing any wetlands delineation.

**Phase II – Wetland Delineation (\$6,500)**

- Mobilization to the site;
- Traversal of the project area and immediately surrounding areas;
- Establishment of representative sampling locations;

- Observation and identification of vegetation, soils, and hydrologic conditions at each sampling location;
- Record field data including photographs of site conditions and sampling locations;
- Identification of portions of the site qualifying as potential “waters of the U.S.”, if present;
- Locating, flagging, and mapping of wetland boundaries, if present; and
- Mapping of the sampling locations and potential wetland boundaries using mobile GPS unit capable of sub-meter accuracy.

Upon completion of the field activities, we will submit our request for a jurisdictional determination (JD) from the USACE, Mobile District. This scope of work will be guided by Section 404 of the Clean Water Act.

### **Phase III – Wetland Permitting Assistance (\$8,000)**

- Obtain and review any Environmental Assessments or other environmental studies that have been conducted in the project area.
- Provide a written report documenting potential impacts to wetlands and “other waters of the U.S.”
- Solicit written correspondence from Federal, State, and Local resource agencies, as necessary, regarding proposed Project.
- Consult with the US Army Corps of Engineers, Department of Marine Resources, the Mississippi Department of Environmental Quality, and the US Fish and Wildlife Service.
- Consult with the Mississippi Secretary of State.
- Submit a Section 10/Section 404 Joint Permit Application and Notification to the Department of Marine Resources and the US Army Corps of Engineers.
- Provide permitting assistance, as required, to obtain the necessary permits for the construction phase of the project.

The following is specifically excluded from the aforementioned Scope of Work for this task order. However, these items can be provided if necessary, with a revision to the Scope of Work and fees. If the Client requests that any of these services be performed by the Consultant, then the Client will pay the Consultant for these authorized additional services on the basis of a negotiated lump sum fee or on the basis of the hourly rates plus reimbursable expenses.

#### **1. Mitigation Plan**

- Wetland mitigation assessment and planning for “other waters of the U.S.” are not included in this proposal
- Wetland Acreage/Stream mitigation credits to be purchased are unknown at this time

#### **2. A cultural resources survey and threatened and endangered species survey could be required by the US Army Corps of Engineers prior to Section 404 permit authorization.**

**Phase IV – Engineering Design (\$23,000)**

Utilizing information acquired in previous phases and per any other deliverable subject to any CLIENT-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CLIENT, for the general scope of work described above, the Engineer shall:

1. Prepare engineering drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor. 1 set of the engineering documents and any other deliverables will be provided to the CLIENT for review. Following their review, CLIENT shall submit to the Engineer any comments regarding the Design Phase documents and any other deliverables.
2. Provide an updated engineer's Opinion of Probable Construction Cost with final construction documents.
3. Prepare and furnish bidding documents for review by CLIENT, its legal counsel, and other advisors, and assist CLIENT in the preparation of other related documents. CLIENT shall submit to Engineer any comments and instructions for revisions and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the CLIENT.

**Phase V – Bidding Phase (\$4,000)**

After acceptance by CLIENT of the final bidding documents prepared in Phase II and the final Opinion of Probable Construction Cost, and upon written authorization by the CLIENT to proceed, Engineer shall:

1. Assist CLIENT in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by CLIENT in the course of any negotiations with prospective contractors.
4. Consult with CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist CLIENT in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

**Phase VI – Construction Phase (including RPR) (\$20,000)**

- A. Upon successful completion of the Bidding Phase, and upon written authorization from CLIENT, Engineer shall:
1. *General Administration of Construction Contract:* Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR, as needed, at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
  3. *Selecting Independent Testing Laboratory:* Assist CLIENT in the selection of an independent testing laboratory, where necessary
  4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
    - a. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.
    - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that

Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply

with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. *Disagreements between CLIENT and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there



may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents:* Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 10 above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 11 above.
  16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of CLIENT, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
  17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. For purposes of this proposal, a construction phase of not more than 30 days was assumed.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### **Phase VII – Easement Plats (\$2,500 Per Each)**

At the City's discretion, legal description and plat for easements needed will be provided. This will include setting rods at the easement corner.

#### **Additional Services**

Any service not specifically outlined above is excluded from Pickering Firm, Inc.'s scope of work. In the event you request additional services over and above the subject scope of work, we will perform said additional services under a new work assignment or an amendment to this work assignment. Additional Services may include, but are not limited to: preparation of right-of-way or easement acquisition documents, environmental assessments, project permitting, engineering design of proposed improvements not outlined above.





Pickering Firm, Inc.  
Facility Design • Civil Engineering • Surveying •  
Transportation • Natural / Water Resources  
126 Rue Magnolia  
Biloxi, MS 39530  
228.432.5925



AHULI DRAINAGE  
DIAMONDHEAD, MS

PROJECT #  
26318.00

DATE  
MARCH 2022

DESCRIPTION

SCOPE OF WORK

SCALE  
1" = 150'

DESCRIPTION:

EXHIBIT

SHEET #:

1



0 75 150 300  
1 INCH = 150 FEET

REGRADE AND  
RESHAPE EXISTING  
CHANNEL 220'

REPLACE 100' OF  
44"x27" RCAP WITH  
51"x36" RCAP

REGRADE AND  
RESHAPE EXISTING  
CHANNEL 285'

ADD 60' OF  
58"x36" RCAP  
NEXT TO EXIST  
58"x36" RCAP

REGRADE AND  
RESHAPE EXISTING  
CHANNEL 230'

REPLACE 50' OF  
2-36"x23" RCAP WITH  
2-51"x36" RCAP

REMOVE AND REPLACE INLET

ABANDON IN PLACE  
160' OF 24" CMP

160' OF 2-51"x31" RCAP

REGRADE AND  
RESHAPE EXISTING  
CHANNEL 280'

REPLACE 245' OF  
24" CP WITH  
65"x40" RCAP

ADD 80' OF  
58"x36" RCAP  
NEXT TO EXIST  
58"x36" RCAP

REGRADE AND  
RESHAPE EXISTING  
CHANNEL 140'

REPLACE 60' OF  
48" RCP WITH  
6'x4' RCBC

MILLER POND

REGRADE AND  
RESHAPE EXISTING  
CHANNEL 430'

Engineer's Preliminary Opinion of Probable Construction Costs  
Ahuli Drainage City of Diamondhead, MS  
City of Diamondhead, MS  
Prepared By: Pickering Firm, Inc. March 2022

Item No.	Description	Qty	Unit	Unit Cost	Extension
1	Clearing and Grubbing	1.00	AC	\$ 7,500.00	\$ 7,500.00
2	Remove Existing Storm Drain	665	LF	\$ 20.00	\$ 13,300.00
3	Remove Existing Storm Drainage Structure	5	EA	\$ 750.00	\$ 3,750.00
4	Asphalt Road Repair	483	SY	\$ 70.00	\$ 33,833.33
5	6' x 4' RCBC	60	LF	\$ 750.00	\$ 45,000.00
6	31" x 51" Reinforced Concrete Arch Pipe	420	LF	\$ 160.00	\$ 67,200.00
7	36" x 58" Reinforced Concrete Arch Pipe	240	LF	\$ 210.00	\$ 50,400.00
8	65" x 40" Reinforced Concrete Arch Pipe	245	LF	\$ 250.00	\$ 61,250.00
9	Culvert Flared End Section	5	EA	\$ 1,500.00	\$ 7,500.00
10	Concrete Headwall	8	EA	\$ 7,000.00	\$ 56,000.00
11	Storm Drainage Structure	1	EA	\$ 6,000.00	\$ 6,000.00
12	Regrade Existing Channel	1,585	LF	\$ 25.00	\$ 39,625.00
13	Grassing	1.00	AC	\$ 5,000.00	\$ 5,000.00
14	Abandon in place with flow fill	160	LF	\$ 15.00	\$ 2,400.00
SUBTOTAL					\$ 398,758.33
MOBILIZATION, TRAFFIC CONTROL, STORWATER , MISC CONST (20% SUBTOTAL)					\$ 79,751.67
CONSTRUCTION TOTAL					\$ 478,510.00
Construction Contingency (10%)					\$ 47,851.00
OVERALL CONSTRUCTION COST					\$ 526,361.00



2022-120

Item No.8.

RECEIVED

MAR 14 2022

BY: .....

PO# 2021-0519

## INVOICE



## Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •  
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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

March 8, 2022

Project No: 26025.01

Invoice No: 0090846

Hilo Street Culvert -Design

Professional Services from January 30, 2022 to February 26, 2022

Task 001 Wetland Delineation

## Fee

Total Fee 5,000.00

Percent Complete

100.00

Total Earned

5,000.00

Previous Fee Billing

5,000.00

Current Fee Billing

0.00

Total Fee

0.00

Total this Task

0.00

Task 002 Wetland Permitting

## Fee

Total Fee 7,800.00

Percent Complete

100.00

Total Earned

7,800.00

Previous Fee Billing

7,800.00

Current Fee Billing

0.00

Total Fee

0.00

Total this Task

0.00

Task 003 Engineering Design

## Fee

Total Fee 11,300.00

Percent Complete

100.00

Total Earned

11,300.00

Previous Fee Billing

11,300.00

Current Fee Billing

0.00

Total Fee

0.00

Total this Task

0.00

Task 004 Project Bidding

## Fee

Total Fee 4,000.00

Percent Complete

100.00

Total Earned

4,000.00

Previous Fee Billing

4,000.00

6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Project	26025.01	Hilo Street Culvert - Design	Invoice	0090846
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
		<b>Total this Task</b>		<b>0.00</b>

Task	005	CEI		
Fee				
Total Fee		8,900.00		
Percent Complete		100.00	Total Earned	8,900.00
			Previous Fee Billing	8,010.00
			Current Fee Billing	890.00
			<b>Total Fee</b>	<b>890.00</b>
			<b>Total this Task</b>	<b>\$890.00</b>
			<b>Total this Invoice</b>	<b>\$890.00</b>

**Outstanding Invoices**

Number	Date	Balance
0090639	2/9/2022	3,560.00
<b>Total</b>		<b>3,560.00</b>

PO# 2022-0703

Item No.8.

**INVOICE****Pickering Firm, Inc.**Facility Design • Civil Engineering • Surveying •  
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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

March 8, 2022

Project No: 26023.00

Invoice No: 0090844

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

Client Contact: Michael Reso

**Professional Services from November 28, 2021 to February 26, 2022**

Task	001	Survey			
<b>Fee</b>					
Total Fee		7,500.00			
Percent Complete	100.00	Total Earned	7,500.00		
		Previous Fee Billing	7,500.00		
		Current Fee Billing	0.00		
		<b>Total Fee</b>		<b>0.00</b>	
		<b>Total this Task</b>		<b>0.00</b>	
Task	002	Environmental Assessment			
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		0.00	5,321.00	5,321.00	
Limit				5,800.00	
Remaining				479.00	
		<b>Total this Task</b>		<b>0.00</b>	
Task	003	Engineering Design			
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		0.00	5,500.00	5,500.00	
Limit				5,500.00	
		<b>Total this Task</b>		<b>0.00</b>	
Task	004	Wetland Delineation			
<b>Fee</b>					
Total Fee		5,000.00			
Percent Complete	10.00	Total Earned	500.00		
		Previous Fee Billing	500.00		
		Current Fee Billing	0.00		
		<b>Total Fee</b>		<b>0.00</b>	

6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Project	26023.00	Lily Pond Dredging	Invoice	0090844
Total this Task			0.00	
-----				
Task	005	Specification Development		
Professional Personnel				
		Hours	Rate	Amount
SENIOR ENGINEER				
Wagner, Cara		.50	190.00	95.00
ENGINEER				
Coulon, Koby		11.50	155.00	1,782.50
Totals		12.00		1,877.50
Total Labor				1,877.50
Billing Limits		Current	Prior	To-Date
Total Billings		1,877.50	0.00	1,877.50
Limit				1,500.00
Adjustment				-377.50
Total this Task			\$1,500.00	
-----				
Task	006	Bid Phase Services		
Professional Personnel				
		Hours	Rate	Amount
SENIOR ENGINEER				
Wagner, Cara		.75	190.00	142.50
ENGINEER				
Coulon, Koby		14.50	155.00	2,247.50
Totals		15.25		2,390.00
Total Labor				2,390.00
Billing Limits		Current	Prior	To-Date
Total Billings		2,390.00	0.00	2,390.00
Limit				4,000.00
Remaining				1,610.00
Total this Task			\$2,390.00	
-----				
Task	007	CEI		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				16,125.00
Remaining				16,125.00
Total this Task			0.00	
Total this Invoice			\$3,890.00	

PO# 2021-0313

Item No.8.



# 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

March 9, 2022  
Project No: 26040.00  
Invoice No: 0090858

Client Contact: Michael Reso

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

### Professional Services from January 2, 2022 to February 26, 2022

Task 001 Wetland Delineation

#### Professional Personnel

	Hours	Rate	Amount
SCIENTIST			
Francois, Aaron	2.00	75.00	150.00
Totals	2.00		150.00
<b>Total Labor</b>			<b>150.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	150.00	4,748.50	4,898.50
Limit			5,000.00
Remaining			101.50
<b>Total this Task</b>			<b>\$150.00</b>

Task 002 Wetland Permitting Assistance

#### Professional Personnel

	Hours	Rate	Amount
SENIOR PROJECT MANAGER			
Salter, Camille	2.00	105.00	210.00
SCIENTIST			
McWhorter, Lauren	34.00	75.00	2,550.00
Wilson, Andrew	6.00	75.00	450.00
Totals	42.00		3,210.00
<b>Total Labor</b>			<b>3,210.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	3,210.00	1,925.00	5,135.00
Limit			7,800.00
Remaining			2,665.00
<b>Total this Task</b>			<b>\$3,210.00</b>

Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0090858
Task	003	Boundary and Topo Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	4,500.00	4,500.00
Limit				4,500.00
<b>Total this Task</b>				<b>0.00</b>
Task	004	Easement Plats		
<b>Total this Task</b>				<b>0.00</b>
Task	005	Engineering Assessment		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	2,500.00	2,500.00
Limit				2,500.00
<b>Total this Task</b>				<b>0.00</b>
Task	006	Engineering Design		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	10,800.00	10,800.00
Limit				10,800.00
<b>Total this Task</b>				<b>0.00</b>
Task	007	Project Bidding		
<b>Professional Personnel</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
PROFESSIONAL ENGINEER				
Coulon, Koby		23.00	97.00	2,231.00
Wagner, Cara		13.50	97.00	1,309.50
PROJECT ENGINEER				
Billingsley, Payton		.75	75.00	56.25
RESIDENT PROJECT REPRESENTATIVE				
Ellis, Ronald		2.00	70.00	140.00
Totals		39.25		3,736.75
<b>Total Labor</b>				<b>3,736.75</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		3,736.75	0.00	3,736.75
Limit				4,000.00
Remaining				263.25
<b>Total this Task</b>				<b>\$3,736.75</b>
Task	008	Construction Engineering and		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				8,000.00
Remaining				8,000.00
<b>Total this Task</b>				<b>0.00</b>



Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0090858
Total this Invoice			\$7,096.75	

PO# 2022-0704

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

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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

March 8, 2022

Project No: 26024.00

Invoice No: 0090845

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

Client Contact: Michael Reso

**Professional Services from November 28, 2021 to February 26, 2022**

Task	001	Survey			
Fee					
Total Fee		3,500.00			
Percent Complete	100.00	Total Earned		3,500.00	
		Previous Fee Billing		3,500.00	
		Current Fee Billing		0.00	
		Total Fee			0.00
Total this Task					0.00
-----					
Task	002	Environmental Assessment			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	5,621.00	5,621.00	
Limit				5,800.00	
Remaining				179.00	
Total this Task					0.00
-----					
Task	003	Engineering Design			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	5,500.00	5,500.00	
Limit				5,500.00	
Total this Task					0.00
-----					
Task	004	Wetland Delineation			
Fee					
Total Fee		5,000.00			
Percent Complete	10.00	Total Earned		500.00	
		Previous Fee Billing		500.00	
		Current Fee Billing		0.00	
		Total Fee			0.00

Project	26024.00	Diamondhead Dr E Retention Pond Dredging	Invoice	0090845
Total this Task			0.00	

Task 005 Specification Development

## Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Wagner, Cara	.50	190.00	95.00	
ENGINEER				
Coulon, Koby	11.50	155.00	1,782.50	
INSPECTOR				
Ellis, Ronald	2.00	100.00	200.00	
Totals	14.00		2,077.50	
Total Labor				2,077.50

Billing Limits	Current	Prior	To-Date	
Total Billings	2,077.50	0.00	2,077.50	
Limit			1,500.00	
Adjustment				-577.50
Total this Task			\$1,500.00	

Task 006 Bid Phase Services

## Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Wagner, Cara	.75	190.00	142.50	
ENGINEER				
Coulon, Koby	13.50	155.00	2,092.50	
INSPECTOR				
Ellis, Ronald	1.00	100.00	100.00	
Totals	15.25		2,335.00	
Total Labor				2,335.00

Billing Limits	Current	Prior	To-Date	
Total Billings	2,335.00	0.00	2,335.00	
Limit			4,000.00	
Remaining			1,665.00	
Total this Task			\$2,335.00	

Task 007 CEI

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			18,750.00	
Remaining			18,750.00	
Total this Task			0.00	
Total this Invoice			\$3,835.00	

PO # 2022-0704

Project	26024.00	Diamondhead Dr E Retention Pond Dredging	Invoice	0090845
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**Outstanding Invoices**

Number	Date	Balance
0089631	8/17/2021	-611.95
0090339	12/7/2021	611.95
<b>Total</b>		<b>0.00</b>

<b>Total Now Due</b>	<b>\$3,835.00</b>
----------------------	-------------------



2022-122

Item No.9.

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

City of Diamondhead  
Michael Reso  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Invoice number 13708  
Date 03/16/2022

Project **0275.20.003 CITY HALL PARKING LOT**

Professional Services through March 16, 2022

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	6,000.00	100.00	4,500.00	0.00	1,500.00
Total	22,000.00	19,500.00	88.64	18,000.00	2,500.00	1,500.00

Invoice total **1,500.00**

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



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

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
Michael Reso

Invoice number 13709  
Date 03/16/2022

Project 0275.20.005 Hilo Way Drainage

Professional Services through March 01, 2022

### Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
HILO WAY DRAINAGE PROJECT	24,750.00	35.74	7,157.25	8,844.75	15,905.25	1,687.50
Total	24,750.00	35.74	7,157.25	8,844.75	15,905.25	1,687.50

### Fees

#### Hilo Way Drainage Project

	Hours	Rate	Billed Amount
Principal Engineer			
Gerrod W. Kilpatrick			
Project Time			
Hilo Way Drainage Mtg with City	7.50	135.00	1,012.50
Mtg with Reso			
City Council Mtg			
Project Engineer			
Bennie J. Sellers			
Project Time			
Drainage Exhibit	9.00	75.00	675.00
Drainage exhibit			
Comments/cost estimate/city council meeting preparation			
City Council Meeting			
Drainage Plans/council meeting			

Hilo Way Drainage Project subtotal 1,687.50

Fees subtotal 16.50 1,687.50

Invoice total 1,687.50

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
13709	03/16/2022	1,687.50	1,687.50				
Total		1,687.50	1,687.50	0.00	0.00	0.00	0.00



MACHADO | PATANO

City of Diamondhead

Project 0275.20.005 Hilo Way Drainage

Item No.9.

Invoice number 13709  
Date 03/16/2022

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

2022-123

Item No. 10.



918 Howard Avenue | Suite F | Biloxi | MS 39530 | P: 228-388-1950 | www.mpeng.us

March 22, 2022

Michael Reso  
City of Diamondhead

**RE:** City of Diamondhead City Hall Parking Lot – Pay Application No. 4  
Moran Hauling Inc.  
Diamondhead, MS

Dear Mr. Reso:

Attached you will find Pay Application No. 4 for City of Diamondhead City Hall Parking Lot from Moran Hauling Inc. I have reviewed the progress of the construction and find it to be consistent with what has been requested in the application. I recommend payment be made to Moran Hauling Inc. in the amount of **\$109,150.77.**

Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,  
**MACHADO | PATANO, PLLC**

---

Jason Polite, E.I.  
Machado | Patano

Attachments: Pay Application No. 4



## APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE 1 of 3 PAGES

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

PROJECT: City of Diamondhead  
Parking Lot  
RFP 2021-004

APPLICATION NO: 4

Distribution to:

☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR  
☒ ENGINEER  
☐

## FROM CONTRACTOR:

Moran Hauling Inc.  
10380 Three Rivers Rd  
Gulfport, MS 39503

VIA ARCHITECT: Machado Patano, PLLC  
918 Howard Ave., Suite F  
Biloxi, MS 39530

PERIOD TO: 3/22/2022

PROJECT NOS: MP 0275.20.003

CONTRACT DATE: 9/14/2021

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	197,872.25
2. Net change by Change Orders	\$	75,425.54
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	273,297.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	261,189.29
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	13,059.46
b. 5 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	13,059.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	248,129.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	138,979.06
8. CURRENT PAYMENT DUE	\$	109,150.77
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	25,167.96

CONTRACTOR:



Date: 3/22/22

## GENERAL CONTRACTOR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 109,150.77

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

By: [Signature] Date: 3/22/22

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$47,737.04	
Total approved this Month	\$27,688.50	
TOTALS	\$75,425.54	\$0.00
NET CHANGES by Change Order	\$75,425.54	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292

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## CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 3/22/2022

PERIOD TO: 3/22/2022

ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B				C SCHEDULED VALUE	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	DESCRIPTION OF WORK	Units	Units of Measure	Unit Price		Total work in units		WORK VALUE COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
						Completed Previous App	Completed this App	FROM PREVIOUS APPLICATION	THIS PERIOD					
BASE BID ITEMS														
1	Mobilization	1	LS	\$15,900.00	\$15,900.00	0.5	0.5	\$7,950.00	\$7,950.00		\$15,900.00	100.00%		\$795.00
2	Saw Cutting	245	LF	\$10.00	\$2,450.00	245	0	\$2,450.00	\$0.00		\$2,450.00	100.00%		\$122.50
3	Removal of Pavement	1,225	SY	\$6.50	\$7,962.50	1225	0	\$7,962.50	\$0.00		\$7,962.50	100.00%		\$398.13
5	Removal of Obstructions	10	CY	\$100.00	\$1,000.00	10	0	\$1,000.00	\$0.00		\$1,000.00	100.00%		\$50.00
7	Temporary Silt Fence	600	LF	\$3.75	\$2,250.00	600	0	\$2,250.00	\$0.00		\$2,250.00	100.00%		\$112.50
8	Temporary Inlet Protection	1	EA	\$150.00	\$150.00	0	0	\$0.00	\$0.00			0.00%	\$150.00	\$0.00
9	Unclassified Excavation	1,000	CY	\$6.50	\$6,500.00	1000	0	\$6,500.00	\$0.00		\$6,500.00	100.00%		\$325.00
10	Import Fill Material	500	CY	\$10.00	\$5,000.00	500	0	\$5,000.00	\$0.00		\$5,000.00	100.00%		\$250.00
11	Hot Bituminous Pavement, Binder Course	115	TON	\$96.00	\$11,040.00	0	115	\$0.00	\$11,040.00		\$11,040.00	100.00%		\$552.00
12	Hot Bituminous Pavement, Surface Course	115	TON	\$98.50	\$11,327.50	0	115	\$0.00	\$11,327.50		\$11,327.50	100.00%		\$566.38
13	610 Curshed Aggregate Base Course	225	CY	\$69.00	\$15,525.00	225	0	\$15,525.00	\$0.00		\$15,525.00	100.00%		\$776.25
14	White Parking Striping	600	LF	\$1.50	\$900.00	0	600	\$0.00	\$900.00		\$900.00	100.00%		\$45.00
15	Blue Parking Striping	300	LF	\$1.50	\$450.00	0	300	\$0.00	\$450.00		\$450.00	100.00%		\$22.50
16	Concrete Wheel Stops	27	EA	\$150.00	\$4,050.00	0	27	\$0.00	\$4,050.00		\$4,050.00	100.00%		\$202.50
18	Concrete Sidewalk	70	SY	\$80.00	\$5,600.00	70	0	\$5,600.00	\$0.00		\$5,600.00	100.00%		\$280.00
19	Truncated Dome Detectable Warning	2	EA	\$360.00	\$720.00	2	0	\$720.00	\$0.00		\$720.00	100.00%		\$36.00
20	Combination Curb and Gutter	60	LF	\$26.25	\$1,575.00	60	0	\$1,575.00	\$0.00		\$1,575.00	100.00%		\$78.75
22	Handicap Signange	4	EA	\$325.00	\$1,300.00	0	4	\$0.00	\$1,300.00		\$1,300.00	100.00%		\$65.00
23	Directional Signage	1	LS	\$100.00	\$100.00	0	0	\$0.00	\$0.00			0.00%	\$100.00	\$0.00
24	Solid Sodding, Centipede	2,050	SY	\$6.50	\$13,325.00	1845	205	\$11,992.50	\$1,332.50		\$13,325.00	100.00%		\$666.25
25	Topsoil	200	CY	\$10.00	\$2,000.00	0	0	\$0.00	\$0.00			0.00%	\$2,000.00	\$0.00
ADDITIVE ALTERNATE NO. 1														
2	Saw Cutting	70	LF	\$10.00	\$700.00	70	0	\$700.00	\$0.00		\$700.00	100.00%		\$35.00
3	Removal of Pavement	440	SY	\$6.50	\$2,860.00	440	0	\$2,860.00	\$0.00		\$2,860.00	100.00%		\$143.00
4	Removal of Curb	80	LF	\$20.00	\$1,600.00	80	0	\$1,600.00	\$0.00		\$1,600.00	100.00%		\$80.00
6	Milling of Pavement	315	SY	\$10.00	\$3,150.00	0	315	\$0.00	\$3,150.00		\$3,150.00	100.00%		\$157.50
7	Temporary Silt Fence	550	LF	\$3.75	\$2,062.50	550	0	\$2,062.50	\$0.00		\$2,062.50	100.00%		\$103.13
8	Temporary Inlet Protection	1	EA	\$150.00	\$150.00	0	0	\$0.00	\$0.00			0.00%	\$150.00	\$0.00
9	Unclassified Excavation	400	CY	\$6.50	\$2,600.00	400	0	\$2,600.00	\$0.00		\$2,600.00	100.00%		\$130.00
10	Import Fill Material	200	CY	\$10.00	\$2,000.00	200	0	\$2,000.00	\$0.00		\$2,000.00	100.00%		\$100.00
11	Hot Bituminous Pavement, Binder Course	85	TON	\$96.00	\$8,160.00	0	85	\$0.00	\$8,160.00		\$8,160.00	100.00%		\$408.00
12	Hot Bituminous Pavement, Surface Course	50	TON	\$98.50	\$4,925.00	0	50	\$0.00	\$4,925.00		\$4,925.00	100.00%		\$246.25
13	610 Curshed Aggregate Base Course	100	CY	\$69.00	\$6,900.00	100	0	\$6,900.00	\$0.00		\$6,900.00	100.00%		\$345.00
14	White Parking Striping	450	LF	\$1.50	\$675.00	0	450	\$0.00	\$675.00		\$675.00	100.00%		\$33.75
15	Blue Parking Striping	225	LF	\$1.50	\$337.50	0	225	\$0.00	\$337.50		\$337.50	100.00%		\$16.88

G703-1992 \$11.25

## CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 3/22/2022

PERIOD TO: 3/22/2022

ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	Total work in units		D WORK VALUE COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed Previous App	Completed this App	FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
16	Concrete Wheel Stops	22	EA	\$150.00	\$3,300.00	0	22	\$0.00	\$3,300.00		\$3,300.00	100.00%		\$165.00
18	Concrete Sidewalk	40	SY	\$80.00	\$3,200.00	40	0	\$3,200.00	\$0.00		\$3,200.00	100.00%		\$160.00
20	Combination Curb and Gutter	180	LF	\$25.25	\$4,545.00	180	0	\$4,545.00	\$0.00		\$4,545.00	100.00%		\$227.25
21	Roll Over Curb	35	LF	\$25.25	\$883.75	35	0	\$883.75	\$0.00		\$883.75	100.00%		\$44.19
22	Handicap Signage	2	EA	\$325.00	\$650.00	0	2	\$0.00	\$650.00		\$650.00	100.00%		\$32.50
24	Solid Sodding, Centipede	400	SY	\$6.50	\$2,600.00	360	40	\$2,340.00	\$260.00		\$2,600.00	100.00%		\$130.00
25	Topsoil	25	CY	\$10.00	\$250.00	0	0	\$0.00	\$0.00			0.00%	\$250.00	\$0.00
26	Rip Rap	20	SY	\$175.00	\$3,500.00	0	20	\$0.00	\$3,500.00		\$3,500.00	100.00%		\$175.00
<b>ADDITIVE ALTERNATE NO. 2</b>														
2	Saw Cutting	120	LF	\$10.00	\$1,200.00	120	0	\$1,200.00	\$0.00		\$1,200.00	100.00%		\$60.00
3	Removal of Pavement	100	SY	\$6.50	\$650.00	0	100	\$0.00	\$650.00		\$650.00	100.00%		\$32.50
11	Hot Bituminous Pavement, Binder Course	3	TON	\$240.00	\$720.00	0	3	\$0.00	\$720.00		\$720.00	100.00%		\$36.00
12	Hot Bituminous Pavement, Surface Course	3	TON	\$240.00	\$720.00	0	3	\$0.00	\$720.00		\$720.00	100.00%		\$36.00
13	610 Crushed Aggregate Base Course	9	CY	\$69.00	\$621.00	9	0	\$621.00	\$0.00		\$621.00	100.00%		\$31.05
14	White Parking Striping	60	LF	\$1.50	\$90.00	0	60	\$0.00	\$90.00		\$90.00	100.00%		\$4.50
20	Combination Curb and Gutter	90	LF	\$25.25	\$2,272.50	90	0	\$2,272.50	\$0.00		\$2,272.50	100.00%		\$113.63
23	Directional Signage	1	LS	\$100.00	\$100.00	0	0	\$0.00	\$0.00			0.00%	\$100.00	\$0.00
24	Solid Sodding, Centipede	40	SY	\$6.50	\$260.00	36	0	\$234.00	\$0.00		\$234.00	90.00%	\$26.00	\$11.70
25	Topsoil	3	CY	\$10.00	\$30.00	0	3	\$0.00	\$30.00		\$30.00	100.00%		\$1.50
<b>ADDITIVE ALTERNATE NO. 3</b>														
2	Saw Cutting	50	LF	\$10.00	\$500.00	50	0	\$500.00	\$0.00		\$500.00	100.00%		\$25.00
3	Removal of Pavement	350	SY	\$6.50	\$2,275.00	350	0	\$2,275.00	\$0.00		\$2,275.00	100.00%		\$113.75
4	Removal of Curb	240	LF	\$20.00	\$4,800.00	170	0	\$3,400.00	\$0.00		\$3,400.00	70.83%	\$1,400.00	\$170.00
7	Temporary Silt Fence	170	LF	\$3.75	\$637.50	0	170	\$0.00	\$637.50		\$637.50	100.00%		\$31.88
11	Hot Bituminous Pavement, Binder Course	4	TON	\$240.00	\$960.00	0	0	\$0.00	\$0.00			0.00%	\$960.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	4	TON	\$240.00	\$960.00	30	0	\$7,200.00	\$0.00		\$7,200.00	750.00%	(\$6,240.00)	\$360.00
13	610 Crushed Aggregate Base Course	30	CY	\$69.00	\$2,070.00	0	30	\$0.00	\$2,070.00		\$2,070.00	100.00%		\$103.50
14	White Parking Striping	60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00			0.00%	\$90.00	\$0.00
16	Concrete Wheelstops	2	EA	\$150.00	\$300.00	0	2	\$0.00	\$300.00		\$300.00	100.00%		\$15.00
17	Concrete Pavement	100	SY	\$90.00	\$9,000.00	89	0	\$8,010.00	\$0.00		\$8,010.00	89.00%	\$990.00	\$400.50
24	Solid Sodding, Centipede	770	SY	\$6.50	\$5,005.00	770	0	\$5,005.00	\$0.00		\$5,005.00	100.00%		\$250.25
25	Topsoil	55	CY	\$10.00	\$550.00	0	0	\$0.00	\$0.00			0.00%	\$550.00	\$0.00
<b>Change Order 1</b>														
	Milling and Overlay of Existing Asphalt	1,335	SY	\$20.40	\$27,234.00	0	1335	\$0.00	\$27,234.00		\$27,234.00	100.00%		\$1,361.70
	Temporary				\$637.50	0	170	\$0.00	\$637.50		\$637.50	100.00%		\$31.88

# CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 3/22/2022

PERIOD TO: 3/22/2022

ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B DESCRIPTION OF WORK		Units	Units of Measure	Unit Price	C SCHEDULED VALUE	D Total work in units		E WORK VALUE COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
							Completed Previous App	Completed this App	FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	610 Crushed Aggregate Base Course		30.66	CY	\$69.00	\$2,115.54	0	30.66	\$0.00	\$2,115.54		\$2,115.54	100.00%		\$105.78
	Concrete Pavement		184	SY	\$90.00	\$16,560.00	184	0	\$16,560.00	\$0.00		\$16,560.00	100.00%		\$828.00
	Concrete Wheelstops		2	EA	\$150.00	\$300.00	0	2	\$0.00	\$300.00		\$300.00	100.00%		\$15.00
	White Parking Striping		60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00			0.00%	\$90.00	\$0.00
	Wire Reinforcement		1	LS	\$800.00	\$800.00	1	0	\$800.00	\$0.00		\$800.00	100.00%		\$40.00
	Asphalt Credit		1	LS	(\$5,516.00)	(\$5,516.00)	0	1	\$0.00	(\$5,516.00)		(\$5,516.00)	100.00%		(\$275.80)
	Change Order 2														\$0.00
	Removal of Pavement		686	SY	\$6.50	\$4,459.00	0	686	\$0.00	\$4,459.00		\$4,459.00	100.00%		\$222.95
	Unclassified Excavation		114	CY	\$6.50	\$741.00	0	114	\$0.00	\$741.00		\$741.00	100.00%		\$37.05
	Mirafi 140N Geotextile Fabric		686	SY	\$2.50	\$1,715.00	0	0	\$0.00	\$0.00			0.00%	\$1,715.00	\$0.00
	610 Crushed Aggregate Base Course		160	CY	\$69.00	\$11,040.00	0	160	\$0.00	\$11,040.00		\$11,040.00	100.00%		\$552.00
	Asphalt Binder Course		77	TON	\$96.00	\$7,392.00	0	57	\$0.00	\$5,472.00		\$5,472.00	74.03%	\$1,920.00	\$273.60
	Asphalt Surface Course		77	TON	\$98.50	\$7,584.50	0	0	\$0.00	\$0.00			0.00%	\$7,584.50	\$0.00
	Sodding		42	SY	\$6.50	\$273.00	0	0	\$0.00	\$0.00			0.00%	\$273.00	\$0.00
	TOTAL					\$273,297.79			\$146,293.75	\$114,895.54		\$261,189.29		\$12,108.50	\$13,059.46

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2022-125

Item No. 12.

## STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: TRUCK STD CREW CAB 2 WHEEL DR 8CYL

VENDOR: Kirk Auto World

ITEM NO.: 070-4852310-9

MAKE/MODEL: RAM CREW 1500 4X2

ENGINE: 3.6L V-6

PRICE INCLUDING TITLE FEE: \$27,297.00

Miles Per Gallon	
City	21
Hwy	29
Combined	24

Contract No	8200059544
Kirk Auto World	E-Mail: <a href="mailto:RANDYS@KIRKAUTOMOTIVE.COM">RANDYS@KIRKAUTOMOTIVE.COM</a>
	<a href="mailto:WES@KIRKAUTOMOTIVE.COM">WES@KIRKAUTOMOTIVE.COM</a>
PHONE 1	601-503-4534
PHONE 2	901-606-8976

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

RED	WHITE	FREE	
BLUE	BLACK	MAROON	\$188.00
SILVER	GREY		\$188.00

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
5.7 L V-8	26B	\$2,300	
Air Conditioning	INC		
Braking System, Anti-Lock	INC		
Bumper, Rear Step	INC		
Clock, Digital	INC		
Headliner, Cloth	INC		
Radio, AM/FM	INC		
Driver & Pass Air Bag	INC		
Pwr Windows/Locks/Tilt/Cruise	INC		
Remote Keyless Entry	INC		
Transmission, 4-Speed Auto	INC		
Trailer Towing Package	XFH	\$317.00	
ALL TERRAIN TIRES	TTB	\$235.00	
TRAILER BRAKE CONTROL	XHC	\$272.00	

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.





March 7, 2022

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

Re: Cruisin' The Coast 2022

Dear Mike:

As we move forward with our preparations for Cruisin' The Coast 2022, we would like to thank you for your support of and participation in our 25th Anniversary event last year. I'm sure you've heard it was a record-breaker. Thank you for your years of support.

The following proposal defines the agreement between Cruisin' The Coast (CTC) and the City of Diamondhead for the event, Blessing of the Classics, to be held Wednesday, October 5.

**City of Diamondhead will provide:**

- Event fee of \$4,000
- Volunteers to staff the event
- Traffic control
- Port-o-lets
- Signage
- Liaison between City and CTC.

**Cruisin' The Coast will provide:**

- Promotion of the event in all appropriate printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. (Printing of 9,500 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC by 3 p.m., September 22.)
- 10 tickets to the Kickoff Sponsor Party.
- 10 Sponsor T-shirts

**General:**

- Outside vendors, not associated with a local merchant, will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. The City of Diamondhead is responsible for any sales tax issue arising from the event.
- ET Motorgear is the official apparel vendor of Cruisin' The Coast, other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast.
- All media releases, press conferences, and any collateral materials promoting the event must be approved in advance by CTC. CTC must approve any advertisements by sponsors of event. CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
- The City of Diamondhead will obtain appropriate liability insurance and list CTC as an additional insured.

Enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 3001, Gulfport, MS 39505

Representative of CTC

Representative of City of Diamondhead

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



March 7, 2022

INVOICE

FROM: SHERWOOD R. BAILEY, JR.  
CRUISIN' THE COAST® EXECUTIVE DIRECTOR

TO: Mr. Michael J. Reso, City Manager  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead Ms 39525

AMOUNT: \$4,000.00

FOR: CRUISIN' THE COAST® 2022 EVENT SPONSORSHIP

THANK YOU FOR YOUR SUPPORT OF CRUISIN' THE COAST.

DUE DATE: May 2, 2022

PLEASE MAKE CHECK PAYABLE TO: CRUISIN' THE COAST, INC.  
P.O. BOX 3001  
Gulfport, MS 39505



## Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Diamondhead, MS (Sponsor) and applies to the "Cruisin the Coast" event of: Oct. 5, 2022. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Oct. 5, 2022.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$4,000 as consideration for hosting a portion of the event at its site.
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.
10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.
11. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. CTC retains the exclusive right to permit and contract with any individual at the Event Site for the purposes of event promotions, concessions, activities, performances and/or charitable purposes. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other activity, vendors and/or charitable entities during the event in the area committed for use by CTC or in reasonable proximity to the site so as to serve as a disruption to registrants, patrons and other vendors of CTC.
12. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 11, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 11, the Sponsor will compel and removal any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that

those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing.

13. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.

14. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.

15. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on its premises.

16. Sponsor and CTC agree to indemnify the other as it may relate to any claim or suit that is the result of the negligence of the other. As such, sponsor will agree to indemnify CTC for any claim or suit which alleges negligence of sponsor concerning the premises tendered or any conduct or activity of sponsor that resulted in a suit or claim by a third person. Likewise, CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury is alleged including any suit for conduct arising out of the activities of CTC.

17. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.

18. No lewd or lascivious activity will be engaged in by CTC, or its agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

19. Time is of the essence of this agreement.

20. This agreement may be amended but only upon a writing and signed by the parties.

21. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.

22. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor, except with its express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

23. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

24. Subject to paragraph 23, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."

25. Notwithstanding paragraph 24, both parties agree to resolve all claims by and between themselves and for those arising out of or pursuant to this agreement by arbitration which will be preceded by voluntary mediation. Any mediator or arbitrator obtained herein shall be selected by agreement of the parties or pursuant to the procedures set out and mandated by the American Arbitration Association or equivalent. In the event of any claim by and between the parties hereto, such mediation or arbitration shall occur only in Harrison County, Mississippi.

26. Subject to the provisions of paragraph 25, no suit may be filed by and between the parties in any jurisdiction other than Harrison County except to enforce the mediation and/or arbitration provisions herein or an award of an arbitrator.

27. This agreement shall expire at midnight on the last full day of the event as scheduled.

28. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.

29. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.

30. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 20.

31. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport, Miss. 39505 and to: [cruisinthecoast@cruisinthecoast.com](mailto:cruisinthecoast@cruisinthecoast.com). Likewise, all notice under this agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

32. Special Provisions, if any, are attached and constitute an amendment under Paragraph 20 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' the Coast, Inc.

City of Diamondhead, MS

By:   
SHERWOOD R. BAILEY, JR.

By: \_\_\_\_\_  
[name]

Date: 3/7/22

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**ENGINEER' 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-Amendment**

**CITY OF DIAMONDHEAD  
WORK ASSIGNMENT  
East Aloha Improvements  
Phase 1**

NO \_\_\_\_\_

ENGINEER'S PROJECT NUMBER: - 17-057-008

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 29<sup>th</sup> 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**

Additional drafting, field surveying, easement description, engineering design and  
construction administration for new driveway coordination with adjacent property  
owners and water line relocation

**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)

Mike Reso, City Manager

Jason Chiniche, PE

**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 \$\_13,075.00\_\_\_\_\_ (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, PE	Principal	162.00
Nancy Hoelzel	Project Engineer	115.00
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: \_\_\_\_\_



2022-133

Item No. 17.

**Invoice**

Chiniche Engineering  
& Surveying

407 HWY 90  
Bay St. Louis, MS  
39520

228-467-6755

alexa@jjc-eng.com



Date	3/29/2022
Invoice #	
17-057-135	

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 - \$19,375.74  
Amount of Current Invoice - \$727.50  
Remaining Balance to be paid on Work Assignment - \$29,896.76

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS Clerical	Montjoy Creek DMR Permit	1/11/2022	1	43.00	43.00
17-057 Dhead MS Sen. PM	permit coordination	1/11/2022	1	105.00	105.00
17-057 Dhead MS Clerical	Montjoy Creek DMR Permit	1/12/2022	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	permit coordination	1/13/2022	1	105.00	105.00
17-057 Dhead MS PE	project coordination	1/25/2022	1	97.00	97.00
17-057 Dhead MS PE	project coordination	1/27/2022	0.5	97.00	48.50
17-057 Dhead MS Sen. PM	Montjoy Creek	2/7/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	Montjoy Creek	2/16/2022	0.5	105.00	52.50
17-057 Dhead MS Principal	project review	3/29/2022	1.5	135.00	202.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

**\$727.50**

**Invoice**

Chiniche Engineering  
& Surveying

407 HWY 90  
Bay St. Louis, MS  
39520

228-467-6755

alexa@jjc-eng.com



Date	3/30/2022
Invoice #	
17-057-136	

**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 - \$12,978.87  
Amount of Current Invoice - \$1,005.50  
Remaining Balance to be paid on Work Assignment - \$40,513.63

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS Clerical	Noma Drive DMR Permit	1/11/2022	1	43.00	43.00
17-057 Dhead MS Clerical	Noma Drive DMR Permit	1/12/2022	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	NOMA	2/1/2022	1	75.00	75.00
17-057 Dhead MS Clerical	Noma Grant Application	2/1/2022	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	Noma Dr	2/1/2022	2	105.00	210.00
17-057 Dhead MS Clerical	Noma Dr Grant	2/4/2022	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	Noma Drive	2/7/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	Noma Drive	2/9/2022	1	105.00	105.00
17-057 Dhead MS Clerical	Noma Dr Grant	2/9/2022	1	43.00	43.00
17-057 Dhead MS Sen. PM	Noma Drive	2/10/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	Grant Noma Drive	2/15/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	Grant Noma Drive	2/16/2022	0.5	105.00	52.50
17-057 Dhead MS Principal	project review	3/28/2022	1.5	135.00	202.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

\$1,005.50

**Invoice**

Chiniche Engineering  
& Surveying

407 HWY 90  
Bay St. Louis, MS  
39520

228-467-6755

alexa@jjc-eng.com



Date	3/29/2022
Invoice #	
17-057-134	

**Bill To**

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS

**Project**

East Aloha Phase 1

Work Assignment Description - East Aloha Re-design  
Total Amount of Work Assignment - \$32,500.00  
Total Amount of Amendments - \$9,000  
Total Previously Paid on Work Assignment - \$27,079.94  
Amount of Current Invoice - \$7,810.65  
Remaining Balance to be paid on Work Assignment - \$6,609.31

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	EAI	9/28/2021	1	50.00	50.00
17-057 Dhead MS Proj. Eng.	project coordination	9/28/2021	0.5	75.00	37.50
17-057 Dhead MS Proj. Eng.	project coordination	10/4/2021	0.5	75.00	37.50
17-057 Dhead MS Proj. Eng.	final design	10/12/2021	0.5	75.00	37.50
17-057 Dhead MS Sen. PM	project coordination	10/15/2021	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	10/18/2021	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	project coordination	10/19/2021	1	105.00	105.00
17-057 Dhead MS Clerical	ad, email, upload, certified lett.	10/25/2021	0.25	43.00	10.75
17-057 Dhead MS Sen. PM	project coordination	10/25/2021	1	105.00	105.00
17-057 Dhead MS Clerical	Upload Ad	10/26/2021	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	project coordination	10/26/2021	0.5	105.00	52.50
17-057 Dhead MS Clerical	ad, email, upload, certified lett.	10/27/2021	1.25	43.00	53.75
17-057 Dhead MS Clerical	Upload Ad	10/28/2021	1	43.00	43.00
17-057 Dhead MS Proj. Eng.	project coordination	11/5/2021	1	75.00	75.00
17-057 Dhead MS Sen. PM	project coordination	11/19/2021	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	11/22/2021	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	project coordination	11/23/2021	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	11/24/2021	1	105.00	105.00
17-057 Dhead MS Sen. PM	proj coordination	12/1/2021	1	105.00	105.00
17-057 Dhead MS Proj. Eng.	proj coordination	12/2/2021	1	75.00	75.00
17-057 Dhead MS CAD Tech	Update Plans	12/3/2021	1	50.00	50.00
17-057 Dhead MS Proj. Eng.	proj coordination	12/3/2021	0.75	75.00	56.25
17-057 Dhead MS Clerical	OPC	12/6/2021	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	bid opening	12/6/2021	1	75.00	75.00
17-057 Dhead MS Clerical	OPC	12/8/2021	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	bid opening	12/8/2021	1	75.00	75.00
17-057 Dhead MS CAD Tech	Update EAI Plans	12/10/2021	1	50.00	50.00
17-057 Dhead MS Clerical	East Aloha OPC	12/13/2021	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	bid opening	12/14/2021	0.5	75.00	37.50
17-057 Dhead MS Clerical	East Aloha OPC	12/15/2021	0.5	43.00	21.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

**Invoice**

Chiniche Engineering  
& Surveying

407 HWY 90  
Bay St. Louis, MS  
39520



Date	3/29/2022
Invoice #	
17-057-134	

228-467-6755

alexa@jjc-eng.com

**Bill To**

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS

**Project**

East Aloha Phase 1

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS Clerical	bids	12/16/2021	1.75	43.00	75.25
17-057 Dhead MS Proj. Eng.	bid coordination	12/23/2021	1.5	75.00	112.50
17-057 Dhead MS Proj. Eng.	project coordination	1/3/2022	1	75.00	75.00
17-057 Dhead MS Clerical	East Aloha Phase 1 Added to Raken	1/4/2022	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	project coordination	1/4/2022	0.5	75.00	37.50
17-057 Dhead MS Clerical	Contract Document	1/5/2022	0.75	43.00	32.25
17-057 Dhead MS RPR	East Aloha Plan Review on Site	1/5/2022	1	70.00	70.00
17-057 Dhead MS RPR	East Aloha Meeting	1/5/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Phase 1 Pre-Con Meeting Prep	1/5/2022	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	project coordination	1/6/2022	1.5	75.00	112.50
17-057 Dhead MS Sen. PM	EAD Phase 1	1/11/2022	0.5	105.00	52.50
17-057 Dhead MS CAD Tech	plan updates	1/25/2022	1.5	50.00	75.00
17-057 Dhead MS Sen. PM	EAD Phase 1	1/25/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	project coordination	1/25/2022	0.5	105.00	52.50
17-057 Dhead MS CAD Tech	plan updates	1/26/2022	1	50.00	50.00
17-057 Dhead MS Sen. PM	EAD Phase 1	2/7/2022	0.5	105.00	52.50
17-057 Dhead MS Clerical	East Aloha NTP	2/7/2022	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	EAD Phase 1	2/9/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	EAD Phase 1	2/10/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	proj coordination	2/21/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	proj coordination	2/23/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	proj coordination	2/24/2022	1	105.00	105.00
17-057 Dhead MS Proj. Eng.	proj coordination	2/28/2022	1	75.00	75.00
17-057 Dhead MS Proj. Eng.	project coordination	3/1/2022	0.5	75.00	37.50
17-057 Dhead MS Clerical	East Aloha Imp Pay Items on Raken	3/1/2022	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	proj coordination	3/2/2022	0.5	75.00	37.50
17-057 Dhead MS Clerical	East Aloha Imp Submittal Log	3/2/2022	0.5	43.00	21.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

**Invoice**

Chiniche Engineering  
& Surveying

407 HWY 90  
Bay St. Louis, MS  
39520



Date	3/29/2022
Invoice #	
17-057-134	

228-467-6755

alexa@jjc-eng.com

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS
Project
East Aloha Phase 1

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS Clerical	East Aloha Imp Pay Items on Raken	3/3/2022	0.5	43.00	21.50
17-057 Dhead MS Proj. Eng.	proj coordination	3/7/2022	2	75.00	150.00
17-057 Dhead MS Proj. Eng.	proj coordination	3/8/2022	1	75.00	75.00
17-057 Dhead MS Proj. Eng.	proj coordination	3/9/2022	1	75.00	75.00
17-057 Dhead MS RPR	East Aloha	3/14/2022	2	70.00	140.00
17-057 Dhead MS Proj. Eng.	proj coordination	3/14/2022	1.5	75.00	112.50
17-057 Dhead MS RPR	East Aloha	3/15/2022	2	70.00	140.00
17-057 Dhead MS PLS	East Aloha ROW-Met Tyler on site and calcs in office	3/15/2022	1	80.00	80.00
17-057 Dhead MS Proj. Eng.	proj coordination	3/15/2022	1.5	75.00	112.50
17-057 Dhead MS RPR	East Aloha	3/16/2022	2	70.00	140.00
17-057 Dhead MS PLS	East Aloha ROW-Met Tyler on site and calcs in office	3/16/2022	1.5	80.00	120.00
17-057 Dhead MS Proj. Eng.	proj coordination	3/16/2022	2	75.00	150.00
17-057 Dhead MS Survey Crew ...	Locate with Tyler East Aloha	3/16/2022	2	47.00	94.00
17-057 Dhead MS RPR	East Aloha	3/17/2022	2	70.00	140.00
17-057 Dhead MS Proj. Eng.	proj coordination	3/17/2022	1	75.00	75.00
17-057 Dhead MS RPR	site visits	3/18/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	project coordination	3/18/2022	2	105.00	210.00
17-057 Dhead MS RPR	East Aloha	3/18/2022	2	70.00	140.00
17-057 Dhead MS RPR	site visits	3/21/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	project coordination	3/21/2022	2	105.00	210.00
17-057 Dhead MS Clerical	East Aloha Improvements Quantity Sheet	3/21/2022	0.5	43.00	21.50
17-057 Dhead MS PLS	East Aloha ROW	3/21/2022	0.5	80.00	40.00
17-057 Dhead MS RPR	East Aloha	3/21/2022	2	70.00	140.00
17-057 Dhead MS RPR	site visits	3/22/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	project coordination	3/22/2022	2	105.00	210.00
17-057 Dhead MS PLS	East Aloha ROW	3/22/2022	1.5	80.00	120.00
17-057 Dhead MS RPR	East Aloha	3/22/2022	2	70.00	140.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**



**Invoice**

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



Date	3/29/2022
Invoice #	
17-057-134	

228-467-6755

alexa@jjc-eng.com

Bill To

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS

Project

East Aloha Phase 1

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS RPR	site visits	3/23/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	project coordination	3/23/2022	2	105.00	210.00
17-057 Dhead MS RPR	East Aloha	3/23/2022	2	70.00	140.00
17-057 Dhead MS RPR	site visits	3/24/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	project coordination	3/24/2022	2.5	105.00	262.50
17-057 Dhead MS RPR	East Aloha	3/24/2022	3	70.00	210.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

**Balance Due**

\$7,810.75

A PROPOSAL FOR  
DESIGN SERVICES  
PROTECTED BIKE LANES

CITY OF DIAMONDHEAD,  
MISSISSIPPI

Item No. 19.



Chattanooga, TN  
Hernando, MS  
Jacksonville, FL  
Missoula, MT  
St. Simons Island, GA

MARCH 31, 2022

SUBMITTED BY:



Bert Kuyrkendall  
Partner



Orion Planning + Design  
[www.orionplanningdesign.com](http://www.orionplanningdesign.com)



1444 Sinclair Ave.  
Chattanooga, TN 37408



423-362-2719



[bert@orionplanningdesign.com](mailto:bert@orionplanningdesign.com)

MR. MIKE RESO

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Item No. 19.



March 31, 2022

RE: Proposal for Protected Bike Lane Plans

Dear Mike,

Thank you for the opportunity to provide design services for the City of Diamondhead. We remain grateful for the opportunity to continue to work for you and to assist with creating and implementing the design vision as outlined in the Envision Diamondhead 2040 Comprehensive Plan. Per your request, this proposal is to create construction plans for protected bicycle lane facilities for the following locations in the City of Diamondhead:

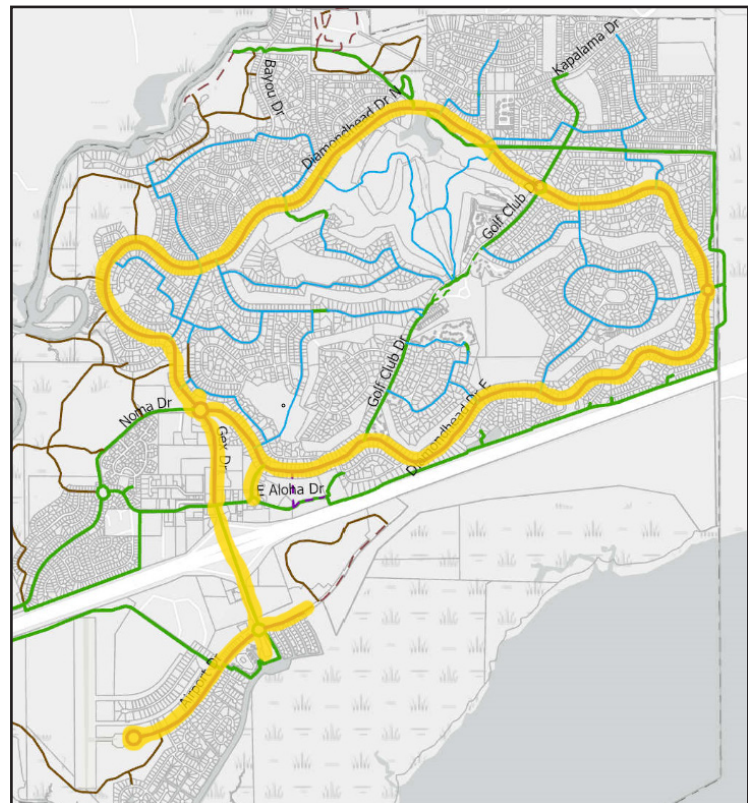
- › Diamondhead Drive East
- › Diamondhead Drive West
- › Diamondhead Drive North
- › Diamondhead Drive South
- › Kalani Drive
- › Gex Drive
- › Yacht Club Drive
- › Yacht Club Circle
- › Vaught Circle
- › Airport Drive

The scope and fee for each task is provided below. We welcome any questions that you may have regarding this so please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bert Kuyrkendall'.

Bert Kuyrkendall, PE, AICP  
Partner





# PROTECTED BIKE LANE DESIGN

Item No. 19.

## SCOPE OF SERVICES AND ESTIMATED FEE

TASK	DESCRIPTION	FEE ESTIMATE
1	<b>Schematic Design</b> <ul style="list-style-type: none"><li>› CAD drawings depicting overall project footprint, plan view layout, and typical sections</li><li>› Review by client</li><li>› Preliminary estimate</li><li>› Revised drawings</li></ul>	\$6,480
2	<b>Construction Documents</b> <ul style="list-style-type: none"><li>› CAD-based construction document including plan view, sections, and detail drawings</li><li>› Specifications</li><li>› Estimate of probable construction cost</li><li>› Review by client</li></ul>	\$8,820
3	<b>Bidding Support</b> <ul style="list-style-type: none"><li>› Answer contractor questions and address any issues requiring clarification</li><li>› Bid review and certification</li></ul>	\$1,620
PROJECT TOTAL		\$16,920

### Additional Services

For any of the following or other additional services as may be authorized by you, we are to be compensated on an hourly basis of \$180/hr.

#### *Extra-Jurisdictional Approvals:*

OPD shall prepare the before-mentioned plans and specifications which may be used to secure any necessary design approvals from state or other governmental agencies having jurisdiction over the project or project funding, but Client shall be solely responsible for particular applications and for securing all such approvals. MDOT LPA project management requirements and tasks are not included in this base contract.

#### *Travel to Site:*

Travel to the project site or city meetings are not included in this base contract.

#### *Construction Observation or Administration:*

This base contract does not include construction observation, verbal direction to the contractor, review or approval of construction invoices, or design plan modifications during the construction process.

#### *Reimbursable Expenses:*

No expenses are included in this base contract. The cost for construction plan and document printing and any other bid-related expenses will be covered directly by the City.

Invoicing and Payments:

This is a lump sum contract. Invoicing will be submitted monthly and based on percentage of task completion. Payments to Orion Planning and Design shall be made no later than thirty (30) days after receipt of invoice.

Thank you for allowing OPD to provide these design and consulting services for you.

Best regards,



Bert Kuyrkendall, PE, AICP  
Partner

By signing this page, client hereby agrees to the terms and conditions contained here within.

---

Client Signature

Date



City of Diamondhead, MS

# Docket of Claims Register -

Item No.20.

APPKT01715 - 04.05.22 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount
	Payable Date	Payable Number				Line Amount
DKT159415	AGJ					2,086.00
	04/05/2022	MSP-94627	BACKUP	001-140-605.00	Professional Fees - IT	250.00
				001-140-605.00	Professional Fees - IT	1,836.00

## Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159416	Amazon com LLC	04/05/2022	11-CJ-7QVP-3J7R	DOG PARK SUPPLIES	001-140-650.00	Promotions	19.54
					001-140-650.00	Promotions	17.99
					001-140-650.00	Promotions	36.66
					001-140-650.00	Promotions	5.99
					001-140-650.00	Promotions	9.99
					001-140-650.00	Promotions	6.85
					001-140-650.00	Promotions	50.97
					001-140-650.00	Promotions	24.98
					001-140-650.00	Promotions	11.99
					001-140-650.00	Promotions	10.89
					001-140-650.00	Promotions	35.56
					001-140-650.00	Promotions	16.99
					001-140-650.00	Promotions	25.96
					001-140-650.00	Promotions	11.99
					001-140-650.00	Promotions	29.99
					001-140-502.00	SMALL HAND TOOLS	382.92
					001-140-650.00	Promotions	11.49
					001-140-650.00	Promotions	27.94
					001-140-650.00	Promotions	19.99
					001-140-650.00	Promotions	9.98
					001-301-501.00	Supplies	43.88
					001-140-501.00	Supplies	149.97
	1G63-RNFR-4FRQ			OFFICE SUPPLIES	001-200-501.00	Supplies	14.99
					001-140-501.00	Supplies	10.60
					001-200-501.00	Supplies	10.60
					001-140-501.00	Supplies	51.24
					001-140-501.00	Supplies	19.99
					001-140-501.00	Supplies	57.78
					001-280-501.00	Office Supplies	12.98
					001-140-501.00	Supplies	22.76
	1GGH-H7YP-TN6F			EPSON ES-400 SCANNER - COURT DEPT	001-110-919.00	Capital Outlay - Office Equipment	329.99
					001-301-586.00	Street Signs	299.95
					001-301-920.00	Capital Outlay - Tools/Equipment	519.99
DKT159417	B&J PITT STOP LLC	04/05/2022	MARCH2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	45.00
DKT159418	BANCORPSOUTH BANK	04/05/2022	710057	COPIER LEASE AGREEMENT -- 6 OF	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	427.25
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	47.75

Docket of Claims Register - Council

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
						959.94
DKT159419	BARBOUR INTERNATIONAL INC 04/05/2022	1255338-IN	KITCHEN EQUIPMENT	001-140-501.00 001-140-501.00 001-140-501.00 001-140-501.00	Supplies Supplies Supplies Supplies	19.98 239.99 399.99 299.98
						13,253.75
DKT159420	BOTTOM 2 TOP CONSTRUCTION LLC 04/05/2022	483	HILO STREET CULVERT	190-000-912.00 190-000-912.00 190-000-912.00	Capital Outlay - Streets/Drainage Capital Outlay - Streets/Drainage Capital Outlay - Streets/Drainage	3,656.20 1,269.33 8,328.22
						99,165.38
DKT159421	BXS Insurance 04/05/2022	413495	INSURANCE RENEWAL	001-140-625.00 001-200-625.00	Insurance Insurance	80,658.57 18,506.81
						1,445.70
DKT159422	Cash 04/05/2022	03.31.22	REPLISH OF PETTY CASH	001-000-016.10 001-140-650.00 001-140-611.00 001-200-611.00 001-140-681.00 001-140-681.00	Event Cash/Change Drawer Promotions Postage Postage Other Services & Charges Other Services & Charges	1,000.00 350.00 26.95 12.75 27.00 29.00
						18,577.07
DKT159423	Coast Electric Power Association 04/05/2022	03.20.22 03-2022-001 03-2022-002 03-2022-003  03-2022-005 03-2022-007 03-2022-010 03-2022-012 03-2022-015 03-2022-016 03-2022-017 03-2022-018 03-2022-019 03-2022-020	MONTHLY ELECTRIC BILL	001-301-630.00 001-301-630.00 001-301-630.00 001-140-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-140-630.00 001-140-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00 001-301-630.00	Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - General Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - General Utilities - General Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other Utilities - Streetlights & Other	44.09 9,317.96 1,198.29 1,972.98 4,234.99 82.95 40.10 55.78 43.74 38.01 37.80 406.59 53.78 42.30 1,007.71
						1,000.00
DKT159424	COMPTROLLER OF PUBLIC ACCOUNTS 04/05/2022	KASEY CARPER 1000	UNCLAIMED FUNDS - TX	001-000-330.00	Court Fines & Fees	1,000.00

## Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount		
DKT159425	Covington Civil and Environmental LLC	04/05/2022	16175.08-32	WORK ASSIGNMENT #12-- STORMWATER MASTER PLAN COMMERCIAL DISTRICT TRANSFORMATION PROJECT	190-000-602.00	Professional Fees - Engineering	1,962.40		
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	775.00		
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	28,210.00		
								30,947.40	
DKT159426	CSpire Cell Service	04/05/2022	02.19-03.18	CELLULAR SERVICE FOR MARCH	001-140-632.00	Telephone - Cell	47.44		
					001-200-612.00	Internet	343.30		
					001-280-612.00	Internet	102.99		
					001-280-632.00	Telephone - Cell	91.83		
					001-301-632.00	Telephone - Cell	480.34		
			1,065.90						
DKT159427	Diamondhead Property Owners Association Inc	04/05/2022	APR 2022	RENTAL OF MAINTENANCE YARD -- APRIL	001-301-640.00	Rentals	1,000.00		
							1,000.00		
DKT159428	Diamondhead True Value	04/05/2022	MARCH2022	MONTHLY OPEN PURCHASE ORDER	001-301-501.00	Supplies	50.99		
					001-301-501.00	Supplies	16.99		
					001-301-501.00	Supplies	36.45		
					001-301-501.00	Supplies	42.24		
					001-301-501.00	Supplies	-0.56		
			146.11						
DKT159429	Diamondhead Water and Sewer District	04/05/2022	03.31-1120	WATER	001-301-630.00	Utilities - Streetlights & Other	85.59		
					001-301-630.00	Utilities - Streetlights & Other	142.38		
					001-140-630.00	Utilities - General	138.27		
					001-140-630.00	Utilities - General	69.14		
					001-301-630.00	Utilities - Streetlights & Other	23.95		
					001-301-630.00	Utilities - Streetlights & Other	23.95		
					001-301-630.00	Utilities - Streetlights & Other	23.95		
								507.23	
DKT159430	Diaz Brothers Printing	04/05/2022	4715	CONTOUR MAP	001-140-621.00	Printing & Binding	20.00		
					001-200-621.00	Printing & Binding	330.00		
					001-301-621.00	Printing & Binding	351.00		
					001-301-621.00	Printing & Binding	400.00		
					001-280-621.00	Printing & Binding	75.00		
			1,176.00						
DKT159430	Diaz Brothers Printing	04/05/2022	4739	CITATION BOOKS	001-301-621.00	Printing & Binding	351.00		
					001-301-621.00	Printing & Binding	400.00		
					001-280-621.00	Printing & Binding	75.00		
					4771	ADDRESS ASSIGNMENT FORMS	001-280-621.00	Printing & Binding	75.00
								1,176.00	

## Docket of Claims Register - Council

APPKT01715 - 0

Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159431	Eric Nolan	04/05/2022	2022-00114	TREE PERMIT	001-280-681.00	Other Services & Charges	100.00	300.00
			202200129	LIVE OAK TREE PERMIT	001-280-681.00	Other Services & Charges	100.00	
			202200136	TREE REMOVAL - DH DR WEST	001-280-681.00	Other Services & Charges	100.00	
DKT159432	Fuelman	04/05/2022	03.20.2022	FOR THE WEEK ENDING 03.20.2022	001-140-525.00	Fuel	68.79	3,227.20
					001-200-525.00	Fuel	1,026.53	
			03.27.22	FOR THE WEEK ENDING 03.27.2022	001-200-525.00	Fuel	889.57	
					001-280-525.00	Fuel	60.15	
			NP61786497	FOR THE WEEK ENDING 03.13.22	001-140-525.00	Fuel	30.46	
					001-200-525.00	Fuel	918.76	
					001-280-525.00	Fuel	232.94	
DKT159433	George Blair Attorney	04/05/2022	MARCH 22	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00	1,000.00
DKT159434	Hancock County Board of Supervisors	04/05/2022	MARCH 2022	FIRE REFUNDS	650-000-147.00	Due to Other Government Agencies	58,873.79	58,873.79
DKT159435	Hancock County Sheriffs Office	04/05/2022	2022-DHLE-005	INTERLOCAL AGREEMENT FOR WEEK ENDING 2.26.22	001-200-690.00	Interlocal Agreement	961.54	71,210.46
					001-110-681.00	Other Services & Charges	254.82	
					001-200-690.00	Interlocal Agreement	32,952.28	
					001-653-650.00	Promotions	2,797.68	
					001-200-612.00	Internet	246.00	
			2022-DHLE-006	INTERLOCAL AGREEMENT FOR WEEK ENDING 03.12.2022	001-200-690.00	Interlocal Agreement	961.54	
					001-110-681.00	Other Services & Charges	154.61	
					001-200-690.00	Interlocal Agreement	32,635.99	
					001-200-612.00	Internet	246.00	

## Docket of Claims Register - Council

APPKT01715 - 04 Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount		
DKT159436	James J Chiniche PA Inc	04/05/2022	17-057-134	DESIGN, BIDDING, CEI EAST ALOHA PHASE 1	117-301-602.00	Professional Fees - Engineering MDA East Aloha Imp	9,543.75		
					117-301-602.00	Professional Fees - Engineering MDA East Aloha Imp	2,390.69		
			17-057-135	ENGINEER SVS MONTJOY CREEK/PUBLIC ACCESS PROJECT	115-000-602.00	Professional Fees - Engineering Tidelandis FY20	5,420.06		
					17-057-136	DESIGN, BIDDING, CEI NOMA DRIVE BOAT LAUNCH/PIER	115-000-602.00	Professional Fees - Engineering Tidelandis FY20	727.50
							158-000-602.00	Professional Fees - Engineering Tidelandis FY21	1,005.50
							13,906.25		
DKT159437	Law offices of Derek R Cusick PLLC	04/05/2022	429	GENERAL MATTERS -- MARCH	001-140-603.00	Professional Fees - Legal	7,750.00		
			430	PLANNING AND ZONING -- MARCH	001-280-603.00	Professional Fees - Legal	1,531.25		
			431	CITY PROSECUTOR -- MARCH	001-110-603.00	Professional Fees - Legal	3,000.00		
			432	LADNER VS CODH -- MARCH	001-280-603.00	Professional Fees - Legal	1,625.00		
							1,108.74		
DKT159438	Lee Tractor	04/05/2022	PI05920	MOWER BLADES	001-301-571.00	Repairs & Maintenance - Equipment	554.37		
					001-301-571.00	Repairs & Maintenance - Equipment	554.37		
							34.61		
DKT159439	Lowes Home Improvement	04/05/2022	70967	UTILITY TRAILER PLYWOOD	001-301-571.00	Repairs & Maintenance - Equipment	34.61		
							3,187.50		
DKT159440	Machado Patano PLLC	04/05/2022	13708	W/A 00-16-2020 -- CITY HALL PARKING LOT	001-140-604.00	Professional Fees - Architectural Services	1,500.00		
			13709	WORK ASSIGNMENT #03 -- HILO STREET DRAINAGE	190-000-602.00	Professional Fees - Engineering	1,687.50		
							4,000.00		
DKT159441	Marvin J Bobinger III	04/05/2022	MARCH2022	LOBBYING SERVICES FOR MARCH	001-653-601.00	Professional Fees - Consulting	4,000.00		
							109,150.77		
DKT159442	Moran Hauling Inc	04/05/2022	4	CITY HALL PARKING LOT IMPROVEMENTS	001-140-901.00	Capital Outlay - Building	47,737.04		
					001-140-901.00	Capital Outlay - Building	2,520.55		
					001-140-901.00	Capital Outlay - Building	34,850.56		
					001-140-901.00	Capital Outlay - Building	6,663.50		
					001-140-901.00	Capital Outlay - Building	17,379.12		



## Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
							1,182.00
DKT159443	Mow Life LLC	04/05/2022	8270	REPAIR PARTS	001-301-571.00	Repairs & Maintenance - Equipment	10.00
			8270A	CHAINSAW PARTS	001-301-501.00	Supplies	108.00
			8307		001-301-571.00	Repairs & Maintenance - Equipment	18.00
					001-301-571.00	Repairs & Maintenance - Equipment	24.00
					001-301-571.00	Repairs & Maintenance - Equipment	22.00
					001-301-571.00	Repairs & Maintenance - Equipment	500.00
			8316	MOWER BLADES	001-301-571.00	Repairs & Maintenance - Equipment	500.00
							870.97
DKT159444	Napa of Bay St Louis	04/05/2022	313782	BRAKE CALIPER	001-301-570.00	Repairs & Maintenance - Vehicle	473.41
			MARCH2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	138.33
					001-301-501.00	Supplies	86.06
					001-200-570.00	Repairs & Maintenance - Vehicle	136.47
					001-301-570.00	Repairs & Maintenance - Vehicle	22.24
					001-301-501.00	Supplies	6.25
					001-301-570.00	Repairs & Maintenance - Vehicle	8.31
					001-301-501.00	Supplies	-0.10
							2,340.00
DKT159445	Nickys Paint and Body LLC	04/05/2022	313954	PAINT CARGO TRAILER	001-301-635.00	Professional Fees - R&M Outside Services	2,340.00
							15,711.75
DKT159446	Pickering Firm Inc	04/05/2022	0090844	LILY POND DREDGING	190-000-602.00	Professional Fees - Engineering	1,500.00
					190-000-602.00	Professional Fees - Engineering	2,390.00
			0090845	MILLER POND DREDGING	190-000-602.00	Professional Fees - Engineering	1,500.00
					190-000-602.00	Professional Fees - Engineering	2,335.00
			0090846	WORK ASSIGNMENT #01-12-2021	001-301-602.00	Professional Fees - Engineering	781.32
					001-301-602.00	Professional Fees - Engineering	108.68
			0090858	WORK ASSIGNMENT #00-14-2021	001-301-602.00	Professional Fees - Engineering	7,096.75
							3,629.50
DKT159447	PROMINENCE HOMES, LLC	04/05/2022	70-69-36-34 REFUND	PERMIT REFUND	001-280-681.00	Other Services & Charges	922.00
					001-280-681.00	Other Services & Charges	847.50
					001-280-681.00	Other Services & Charges	847.50
					001-280-681.00	Other Services & Charges	1,012.50
							10,633.00
DKT159448	Radarsign LLC	04/05/2022	13985	SOLAR POWER RADAR SIGN 13"	001-200-907.00	Capital Outlay - Other	494.83
					001-200-907.00	Capital Outlay - Other	6,758.78
					001-200-907.00	Capital Outlay - Other	3,379.39
							61.45
DKT159449	S&L Office Supplies	04/05/2022	98021	OFFICE SUPPLIES	001-140-510.00	Cleaning & Janitorial	53.59
					001-140-501.00	Supplies	7.86

## Docket of Claims Register - Council

APPKT01715 - 04 Item No.20.

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159450	Sea Coast Echo 04/05/2022	MARCH 2022 STATEMENT	PLANNING AND ZONING ADVERTISEMENT	001-280-620.00 001-280-620.00	Advertising Advertising	16.80 28.56	45.36
DKT159451	SLIDELL ARMY SURPLUS INC 04/05/2022	DH-20220723	POLICE UNIFORM	001-200-535.00 001-200-535.00	Uniforms Uniforms	208.50 115.70	324.20
DKT159452	South MS Business Machines Gulfport 04/05/2022	333768-march 411364	PAYMENT 49 OF 60 -- ADMIN PER COPY CHARGE FOR MARCH	001-280-642.00 001-280-506.00	Rent - Copier Copier Usage/Maintenance	281.28 57.44	338.72
DKT159453	Southern Printing 04/05/2022	220243	UNIFORM AND EQUIPMENT	001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00	Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms	73.96 150.00 57.96 34.00 60.00 16.00	391.92
DKT159454	TEDDER INDUSTRIES LLC 04/05/2022	INV-DLR22957700000669	HOLSTERS	001-200-535.00	Uniforms	177.40	177.40
DKT159455	THE MCCLATCHY COMPANY LLC 04/05/2022	103030	SUN HERALD AD - DIAMONDHEAD NEWS	001-140-620.00	Advertising	453.00	453.00
DKT159456	ThyssenKrupp Elevator Corporation 03/29/2022	3006523444	MAINTENANCE CONTRACT FOR 2022 - QUARTER 3	001-140-681.00	Other Services & Charges	815.25	815.25
DKT159457	TIFFANY LYNN WILSON 04/05/2022	03.29.2022	DOR COLLECTED TWICE - REFUND	650-110-110.00	Court Bond Holding	199.65	199.65
DKT159458	UMB Card Services 04/05/2022	INV135906576	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00 001-140-623.00	Membership Dues/Fees Membership Dues/Fees	45.00 14.99	59.99

## Docket of Claims Register - Council

APPKT01715 - 04 Item No.20.

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159459	UniFirst Corporation 04/05/2022	1050987141	UNIFORM RENTAL FOR THE WEEK ENDING 03/14/22	001-301-535.00	Uniforms	176.74
		1050988385	UNIFORM RENTAL FOR THE WEEK ENDING 03/21/2022	001-301-535.00	Uniforms	178.74
		1050989632	UNIFORM RENTAL FOR THE WEEK ENDING 03/28/2022	001-301-535.00	Uniforms	178.74
						534.22
DKT159460	Unifirst First Aid Corp 04/05/2022	A601968	FIRST AID CABINET REFILL	001-301-501.00	Supplies	11.85
				001-301-501.00	Supplies	11.30
				001-301-501.00	Supplies	8.21
				001-301-501.00	Supplies	5.79
				001-301-501.00	Supplies	6.01
				001-301-501.00	Supplies	13.06
				001-301-501.00	Supplies	15.70
				001-301-501.00	Supplies	8.11
						80.03
DKT159461	Waste Management 04/05/2022	0764090-4768-5	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	63.67
						63.67
Total Claims: 47						Total Payment Amount: 487,619.01