



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, August 15, 2023
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

- Invocation
- Pledge of Allegiance
- Roll Call
- Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held September 5, 2023 at 6:00 p.m. in Council Chambers located at City Hall.

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

- 1. Public Hearing - Election Redistricting
- 2. FY23 Budget Public Hearing.

Minutes:

- 3. Motion to approve the August 1, 2023 Regular Meeting Minutes.

Tabled:

- 4. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)

Consent Agenda:

- 5. **2023-297:** Motion to approve the Memorandum of Understanding with the Mississippi Department of Marine Resources for the allocation of funds for Drainage, Flood Prevention and Water Quality Improvements Project Phase II and authorize City Manager to execute same.
- 6. **2023-298:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$32,343.00 for Commercial District Transformation Project, in the amount of 49,925.00 for Commercial District Transformation Project - Noma Drive Improvements, in the amount of \$7,000.00 and \$7,000.00 for Standard Specifications and Drawings, in the amount of \$16,800.00 for Support Services for Makiki Drive Project, in the amount of \$1,265.00 for Subdivision

Regulations Update, in the amount of \$2,972.50 for Site Development Plan, in the amount of \$7,200.00 for Kaleki Way Drainage and in the amount of \$2,117.50 for the Traffic Impact Study.

- 7.** **2023-299:** Motion to approve the Amendment #1 of Memorandum of Understanding with the Mississippi Department of Marine Resources for the allocation of funds for Flood Prevention and Detention Pond Restoration and authorize City Manager to execute same.
- 8.** **2023-300:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$263,000.00 for Kome Drive and Fairway Drive Drainage Project.
- 9.** **2023-301:** Motion to approve Pay App #1 to Bottom 2 Top Construction, LLC. In the amount of \$23,466.90 for Noma Drive Phase I Utilities, Drainage and Road Improvements Project.
- 10.** **2023-302:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$3,687.50 for Noma Drive Waterfront Improvements and in the amount of \$533.00 for Canal Dredging.
- 11.** **2023-303:** Motion to approve ARPA Funded Work Assignments under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$93,000.00 for Diamondhead Drive East Drainage Project, in the amount not to exceed \$131,000.00 for Ahuli Drainage Project, in the amount not to exceed \$21,000.00 for East Aloha Drive and Veterans Drive Drainage Project and in the amount not to exceed \$76,000.00 for Bayou Drive Drainage Project.
- 12.** **2023-304:** Motion to amend and approve Master Service Agreement Work Assignment with Chiniche Engineering in the amount not to exceed \$186,250.00 to include Anahola Draw to the Coon Branch Drainage Improvements for a total Work Assignment amount of \$478,100.00.

Routine Agenda.

Claims Payable

- 13.** Motion to approve Docket of Claims (DKT230947 - DKT230984) in the amount of \$308,346.84.

Department Reports

- a.** Motion to approve the following Department Reports.
 - Court
 - Police
 - Building
 - Code Enforcement

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, August 01, 2023
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation - Councilmember Liese

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to adjust the agenda adding Item #12-

2023-296: Motion to accept and award the low quote received from Moran Hauling Inc. in the amount of \$1,068,927.55 for Noma Drive Improvements and authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held August 15, 2023 at 6:00 p.m. in Council Chambers located at City Hall.

City Manager's Report.

1. Park Ten Road – Bids were opened July 7th. Covington Engineering has reviewed the bids and provided a notice of award. The request to approve this award is on tonight's agenda. This will be Phase I of the Commercial District Transformation Project.
2. Noma Drive Restoration – Bids were opened on July 28th. I am requesting to add the award to the lowest bidder based on the engineer's recommendation after certifying the bids. This will be Phase II of the Commercial District Transformation Project.
3. Phase 4 paving – The paving project is set to re-mobilize on August 21st. A new change order is being presented on this agenda to move the contract end date. The new contract end date for this project will be September 15th.
4. Diamondhead Drive Paving – A recommendation is on this agenda for approval. This project will pave the entire Diamondhead Drive loop.
5. Noma Drive Utility Improvements – Phase 1a. notice to proceed was issued July 20th. The contract is for 45 days with final payment due in 60 days. This puts a contract end date of September 2nd.
6. Makiki Drive – The final drawings and a list of local contractors have been sent to the bonding company for their review. The city has also received a draft tender agreement from the bonding company.
7. Stormwater Project – The stormwater project grant agreement is on the agenda for approval. Once approved it will be sent back to the state for approval. I will have the engineer task order on the next agenda for approval.
8. Hilo Way – A new task order for the engineer is on the agenda for approval. The engineer will provide a new design based on his provided suggestions.
9. ARPA/GOMESA Projects – The following projects have been assigned to an engineering firm and are currently in the design phase.
 - a. Coon Branch
 - b. Koloa Steet @ Ala Moana
 - c. Lots 7 & 8
 - d. Kolo Court
 - e. Turnberry
 - f. Ahuli Place
 - g. Kaleki Way
 - h. Kalae Street
 - i. Hilo Way -- West
 - j. Hilo Way to Hapuna Place
 - k. Hilo Way at Koko Street
 - l. Aukai Place/DH Dr East
 - m. DH Drive East/Kalani
 - n. Veterans/Substation
 - o. Bayou Drive Culvert

Email Request Received

1. Lily Pond – The silt fencing is down in several areas around the pond. Public Works will address these areas and continue to monitor and repair the silt fencing until grass grows.
2. Cul-de-sac Rabbit Run – Request to clean up overgrowth and to trim tree branches. Work order is still open.
3. Drainage Ditch – Request to clean out drainage ditch behind 3, 4, and 5 Rabbit Run. Work order is still open.
4. Timber Park, Wilderness Run and Holly Corner – Drain inlets are covered by leaves. Work was completed on July 17th.
5. Kaleki Way – Resident is concerned that drainage ditches are obstructed with debris. Work was completed on July 14th.
6. #15 Pond – Resident expressed concern about the condition of pond due to stormwater runoff. Silt fencing was repaired by the contractor.
7. Ahuli – Residents have asked about this project. Currently it is in the design phase with the engineer.
8. I-10 & Gex Drive Lights – Resident informed me that most of the lights on I-10 and Gex Drive were not working. Electrical vendor has been contacted, waiting on date available.
9. 8 Wilderness Run – HOA president requesting removal of gravel placed by homeowner from right-of-way. Public works is scheduled to start this work on Monday.
10. Yellow House by Water Tower – Received email regarding this home. Derek has sent the owner an email advising him that if he does not have a plan in place by Tuesday the city will start the process to have the home declared a nuisance.
11. 6621 Golf Club Drive – Received email regarding the residence. First it does not have a fence around the pool which is in a backyard, and second, the pool is filled with stagnant water for as long as the neighbors can remember. Code enforcement has been given the address and will contact the homeowner.

Public Comments on Agenda Items-None

Policy Agenda.

Minutes:

1. Motion to approve the July 18, 2023 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve the July 18, 2023 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Tabled:

- 2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)

NO ACTION TAKEN

Resolutions:

- 3. **2023-290:** Motion to adopt Resolution **2023-031** to approve a Text Amendment to the Sign Ordinance Article 10.4.10 – Window Signs. The proposed text amendment is to remove “A permanent window sign shall be classified as a wall sign.” Article 10.5.2 On-Premises Attached Signs c; Place a black square in the table in zoning districts C-1, C-2, PFR, T, and I [The black square means a sign permit is required]. Article 10.6 Dimensional Requirements, Number of Signs and Special Conditions; Sign Type #8 Window Signs; Area; “Change 50% to 25% of window area.”, Special Conditions; remove "None" and replace with "Rope lighting of any kind/type within the window casements is prohibited. Window lighting shall only be operational during business hours." Article 10.7 - Exempt Signs, delete “10.c Windows.” Article 10.10.1 Non-Conforming Existing Signs; Insert “All window signs which are not in conformance with the Ordinance shall be unlawful one (1) year after the passage of the window sign text amendment.” The Case File Number is 202300332.

Motion made by Ward 3 Cumberland, Seconded by Mayor Depreo to adopt Resolution **2023-031** to approve a Text Amendment to the Sign Ordinance Article 10.4.10 – Window Signs. The proposed text amendment is to remove “A permanent window sign shall be classified as a wall sign.” Article 10.5.2 On-Premises Attached Signs c; Place a black square in the table in zoning districts C-1, C-2, PFR, T, and I [The black square means a sign permit is required]. Article 10.6 Dimensional Requirements, Number of Signs and Special Conditions; Sign Type #8 Window Signs; Area; “Change 50% to 25% of window area.”, Special Conditions; remove "None" and replace with "Rope lighting of any kind/type within the window casements is prohibited. Window lighting shall only be operational during business hours." Article 10.7 - Exempt Signs, delete “10.c Windows.” Article 10.10.1 Non-Conforming Existing Signs; Insert “All window signs which are not in conformance with the Ordinance shall be unlawful one (1) year after the passage of the window sign text amendment.” The Case File Number is 202300332.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to approve the following consent items:

4. **2023-288:** Motion to accept and award the low quote received from Warren Paving, Inc. in the amount of \$3,339,408.85 for Bond Paving Project and authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.
5. **2023-289:** Motion to approve Mississippi Department of Environmental Quality Subaward Agreement for Mississippi Municipal and County Water Infrastructure Grant.
6. **2023-291:** Motion to approve work assignment with Machado Patano, PLLC for Hilo Way Drainage in an amount not to exceed \$10,000.00.
7. **2023-293:** Motion to approve Change Order No. 5 for forty six (46) additional days to the contract with Huey P. Stockstill, LLC. for the Roadway Improvements Phase 4 with no change to contract price.
8. **2023-294:** Motion to accept and award the low quote received from Bottom 2 Top Construction, LLC. in the amount of \$4,173,187.31 for the Commercial District Transformation Project Phase I and authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.
9. **2023-295:** Motion to approve Addendum to the Lease Agreement for the Noma Drive Ballfield property with Diamondhead Country Club & Property Owners Association Inc.
12. **2023-296:** Motion to accept and award the low quote received from Moran Hauling Inc. in the amount of \$1,068,927.55 for Noma Drive Improvements and authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

10. **2023-292:** Motion to approve the Planning Commission recommendation to allow Teresa and Brian Leatherman a variance from the Zoning Ordinance (Article 4.19) to construct a covered patio (36.26' x 11.4') within 17.9' of the rear property line. The property address is 7518 Augusta Way. The tax parcel number is 067M-2-35-007.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the covered patio is 2.1'. The Case File Number is 202300282.

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to approve the Planning Commission recommendation to allow Teresa and Brian Leatherman a variance from the Zoning Ordinance (Article 4.19) to construct a covered patio (36.26' x 11.4') within 17.9' of the rear property line. The property address is 7518 Augusta Way. The tax parcel number is 067M-2-35-007.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the covered patio is 2.1'. The Case File Number is 202300282.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

11. Motion to approve Docket of Claims (DKT230917 - DKT230946) in the amount of \$52,849.47.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve Docket of Claims (DKT230917 - DKT230946) in the amount of \$52,849.47.

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

Byron Griffith - Proposed Dog Park location at Twin Lakes.

Executive Session - If Necessary

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to enter closed session to determine the need for executive session at 6:26 pm.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to enter into executive session pursuant to 25-41-7,4(b) strategy sessions or negotiations with respect to prospective litigation, litigation or the issuance of an appealable order in relation to the Makiki Drainage Project performance bond negotiations.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to authorize City Attorney to make a demand to the surety for the Makiki Project for the full penal amount plus liquidated damages.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to exit executive session.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to exit closed session at 6:48 pm.

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

MOTION CARRIED UNANIMOUSLY

City Attorney Cusick announced for the record that while in Executive Session, the Council took the following action:

To authorize City Attorney to make a demand to the surety for the Makiki Project for the full penal amount plus liquidated damages.

No further action of record was taken.

Adjourn/Recess.

At 6:50 p.m. with no further business to come before the council, motion made by Mayor Depreo, Seconded by Ward 4 Clark to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

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

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND CITY OF DIAMONDHEAD

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and City of Diamondhead (hereinafter "CODH") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to CODH for Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project Phase II ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of One Million Nine Hundred Ninety-Nine Thousand Eight Hundred Thirty-Nine Dollars (\$1,999,839.00). The CODH will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

1141 Bayview Avenue · Biloxi, MS 39530-1613 · Tel: (228) 374-5000 · dmr.ms.gov

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the primary goal of the Project consists of three subprojects (Kome Drive, Anahalo, and Fairway Drive) that will provide drainage infrastructure improvements, wetland restoration and improve detention facilities to reduce flooding, improve water quality and preserve downstream wetland and estuarine habitats. The subprojects that are associated will improve water flow characteristics, reduce the future possibility of flooding of roadways and homes in the area, improve water quality downstream and extend runoff times; and,

WHEREAS, CODH asserts that the Project will have a direct positive impact on coastal wetland losses by reducing stream bank and wetland erosion along the major drainageways within the City of Diamondhead and that the reduction in sedimentation will improve water quality in receiving streams and estuaries, and that the Project will implement recommendations made from the Hancock County Watershed-Based Stormwater Assessment and Management Plan which is a conservation management plan for Hancock County; and,

WHEREAS, the MDMR requests CODH maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

WHEREAS, CODH agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

WHEREAS, CODH agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

WHEREAS, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to CODH, on a reimbursement basis, for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND CITY OF DIAMONDHEAD, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated

herein by this reference thereto as though set forth again in words and figures.

SECTION 2. This MOU shall be effective upon execution by both parties and shall remain in effect for a term of three years (36 months) with one optional one-year (12 months) renewal, for a total of four (4) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

SECTION 3. MDMR, pursuant to GOMESA, shall provide funds received from Mississippi's allocation of GOMESA funding in an amount up to One Million Nine Hundred Ninety-Nine Thousand Eight Hundred Thirty-Nine Dollars (\$1,999,839.00) to CODH, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

SECTION 4. CODH shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDMR. CODH shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 5. CODH agrees to use all funds received from MDMR as allocated from GOMESA funding solely for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, CODH does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. CODH understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

SECTION 6. CODH agrees to comply with all applicable provisions of CFR 2 §200, *et seq.*, including §200.501 which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

SECTION 7. CODH agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

SECTION 8. CODH agrees to maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

SECTION 9. CODH agrees to provide MDMR quarterly reports summarizing expenditure of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. CODH shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 10. CODH agrees to maintain copies of all invoices and documentation related to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

SECTION 11. CODH shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 12. CODH understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to CODH in lieu of termination. If a Stop Work Order is issued, CODH agrees to adhere to its terms.

SECTION 13. This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

SECTION 14. Attached hereto as Attachment A and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by CODH. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

SECTION 15. Attached hereto as Attachment B and incorporated herein by reference is the budget for the Project submitted by CODH.

SECTION 16. Attached hereto as Attachment C and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment A and Attachment C, Attachment C will govern.

SECTION 17. All notices or information required or permitted to be given pursuant to this MOU shall be in writing and personally delivered or sent by Certified United States mail,

postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For CODH:

City of Diamondhead
Attention: Jon McCraw, City Manager
5000 Diamondhead Drive Circle
Diamondhead, MS 39525
JMcCraw@diamondhead.ms.gov

For MDMR:

Mississippi Department of Marine Resources
Attention: Joe Spraggins, Executive Director
1141 Bayview Ave.
Biloxi, Mississippi 39530
Email: crystal.matta@dmr.ms.gov

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

By: _____

Joe Spraggins, Executive Director

Date: _____

CITY OF DIAMONDHEAD

By: _____

Jon McCraw, City Manager

Date: _____

Attachment A



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project Phase II

2. Location of Project:

- Kome Project coordinates: 30° 23'418"N,89° 22'37"W
- Anahalo Project coordinates: 30° 23'42"N,89° 20'40"W
- Fairway Drive Project coordinates: 30°23'16"N, 89°22'12"W

3. Requesting Organization:

City of Diamondhead

4. Requesting Organization Representative:

a. Name: Jon McCraw

e. Address:

5000 Diamondhead Drive Circle
Diamondhead, MS 39525

b. Position: City Manager

c. Phone: 228-222-4626

f. Email:

JMcCraw@diamondhead.ms.gov

d. Fax:

5. Funding Requested:

\$1,999,839.00

6. Have any other State or Federal funding sources been identified for the project?

Yes

No

7. If yes, enter amount and source of additional funds:

Amount:

Source of Additional Funds:

8. Total Project Funds

\$1,999,839.00



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

The City of Diamondhead is seeking GOMESA funding from the Mississippi Department of Marine Resources for the Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project Phase II. Phase I of the project was funded during the 2022 cycle and the proposed projects identified in Phase II include one of the subprojects that were not funded in Phase I due to budgetary constraints. Additionally, two subprojects have been identified as critical components to Diamondhead's drainage and water quality program specific to Watershed A (the largest watershed in the City of Diamondhead). The project consists of three subprojects that will provide drainage infrastructure improvements, wetland restoration and improve detention facilities to reduce flooding, improve water quality and preserve downstream wetland and estuarine habitats. The subprojects that are associated will improve water flow characteristics, reduce the future possibility of flooding of roadways and homes in the area, improve water quality downstream and extend runoff times.

As part of a county-wide effort, Waggoner Engineering produced the Hancock County Watershed-Based Stormwater Assessment and Management Plan in December 2019 that included a step-by-step plan for implementation. The plan created by Waggoner Engineering provided Hancock County a storm management plan for the long-term future of the County that was realistic and manageable. The county-wide effort by Waggoner Engineering resulted in a detailed project description for the three subprojects of the Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project. The following pages contain the full project descriptions from the Waggoner Engineering produced plan for Kome Drive, Anahalo and Fairway Drive.

10. LIST Project Goals/Objectives:

- Kome Drive: Goals and objectives of this subproject are to improve flow characteristics, reduce possibility of flooding of roadway and homes in the area. The objectives include re-establishing ditch sections, ditch armoring to prevent erosion and replacing inadequate infrastructure with properly sized channels and culverts. The project will also investigate detention possibilities and establishing riparian buffers along streams in the Watershed.
- Anahalo: Goals and objectives of this subproject are to improve flow characteristics, reduce possibility of flooding of roadways and homes in the area, improved water quality downstream and extended runoff times. As documented by Waggoner Engineering, the reported problems are water over the road in a typical storm event and houses flooding in the area multiple times. Site is the singular out fall for watershed with no detention facility. Previous methods for the handling storm water are causing expedited runoff times. Open ditches have been eliminated in places where they are needed. The recommended solutions for this subproject are to: re-establish open ditch sections where water is being forced onto the roadways; incorporate LID drainage measures in the channel (step pool) that increase runoff times to mitigate immediate problems and aid in addressing those downstream; build inline and offline detention within the watershed.
- Fairway Drive: Goals and objects of this subproject are to improve flow characteristics, reduce possibility of flooding of roadways and homes in the area, extend future runoff times and improve water quality downstream. When documenting the reported problems with this subproject, Waggoner Engineering stated, "Ditch sections along Fairway drive and thru the easement are not large enough to accommodate the current volumes and there is potential for further development within the basins." The recommended solutions to remediate the problems associated with this subproject are to: Construct additional detention facilities, enlarge hydrologic section along Fairway Drive, remove, replace, install additional drainage structures under the roadway.



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2023

PROJECT SUMMARY

11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Check all that apply. Explain SPECIFICALLY and in detail how the project meets the required criteria.

- (A) *Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses*

The proposed drainage improvements identified in this project will have a direct positive impact on coastal wetland losses by reducing stream bank and wetland erosion along the major drainageways within diamondhead. Additionally, the reduction in sedimentation will improve water quality in receiving streams and estuaries.

- (B) *Mitigation of damage to fish, wildlife, or natural resources.*

The city of Diamondhead drains into Rotton Bayou, the Jordan River and tributaries to St. Louis Bay. These drainage projects will reduce erosion and improve water quality downstream which directly impacts natural resources in our bays and estuaries.

- (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

The proposed project is implementing recommendations made from the Hancock County Watershed-Based Stormwater Assessment and Management Plan, a comprehensive conservation management plan for Hancock County.

- (D) *Mitigation of the impact of activities through funding of onshore infrastructure projects.*

The city of Diamondhead drains into Rotton Bayou, the Jordan River and tributaries to St. Louis Bay. These drainage projects will reduce erosion and improve water quality downstream which directly impacts natural resources in our bays and estuaries.



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

PROJECT SUMMARY

12. Project Timetable/Milestones:

- Kome Drive
 - o Implementation Period: 1.5 Years
 - Study: Completed
 - Design and Permitting: Six Months
 - Construction: One Year
 - o Estimated Schedule: July 1, 2023 – December 30, 2024

- Anahalo
 - o Implementation Period: Two Years
 - Study: Six Months
 - Design and Permitting: Six Months
 - Construction: One Year
 - o Estimated Schedule: July 1, 2023 – June 30, 2025

- Fairway Drive
 - o Implementation Period: 1.5 Years
 - Study: Complete
 - Design: Six Months
 - Construction: One Year
 - o Estimated Schedule: July 1, 2023 – December 30, 2024

13. Project Timing

- Short-term (3 year or less) Deferred/long-term (3-5 years)



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

APPLICATION SUMMARY

14. Current status of architectural/engineering plans & specifications for this project (if applicable): *Check one from each group.*

- Group 1:**
- Completed
 - In Progress
 - Ready to Bid
 - Other (identify)

H&H Modeling underway

- Group 2:**
- Paid for
 - Funds budgeted
 - Funds not budgeted

15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?

Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project Phase II in Hancock County is primarily a drainage infrastructure improvement project that meets the following Mississippi Department of Marine Resources criteria: activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection and infrastructure directly affected by coastal wetland losses; and implementation of a federally-approved marine, coastal or comprehensive conservation management plan. The Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project will provide significant drainage infrastructure improvements that will provide future hurricane protection and infrastructure directly affected by coastal wetland losses. The project consists of three subprojects that will provide drainage infrastructure improvements, wetland restoration and improve detention facilities for future watershed events. The proposed project is also implementing recommendations made from the Hancock County Watershed-Based Stormwater Assessment and Management Plan, a comprehensive conservation management plan for Hancock County.



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

APPLICATION SUMMARY

16. Estimated number of years to completion: 2

17. Estimated Completion Date: June 2025

18. Prioritize if your agency has submitted multiple projects:

1

SIGNATURES

Requesting Agency Representative:


Signature

7/1/2022
Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

*Progress notes must be submitted quarterly on all projects funded by GOMESA.

****Before submitting application, please make sure to complete the Budget form on page 7.**



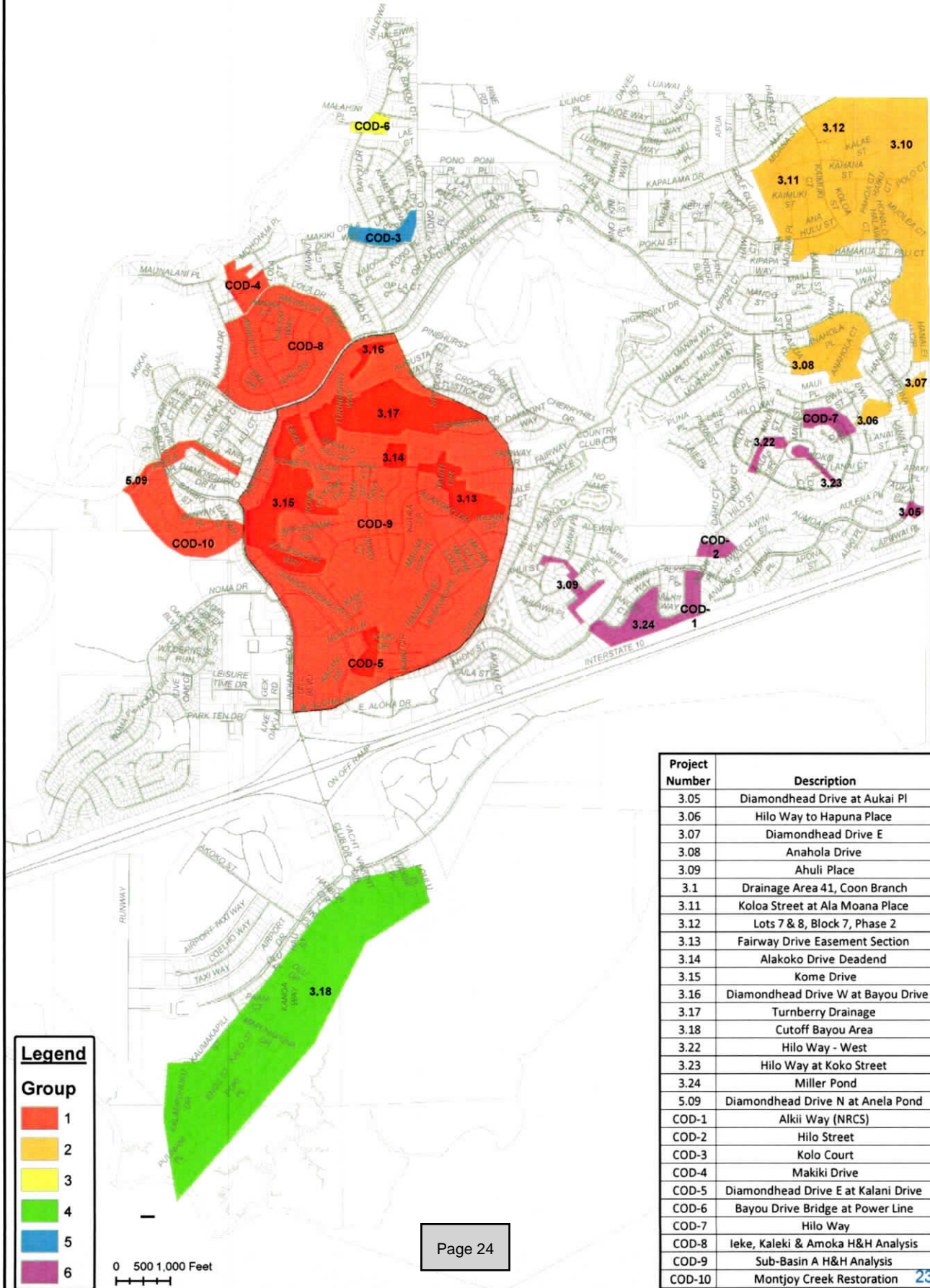
GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 210,154.50
Legal	\$ 22,500.00
Consulting	\$ 61,000.00
Construction	\$ 1,401,030.00
Site Work	
Equipment	
Indirects	
Other	\$ 305,154.00
Total	\$ 1,999,838.50



DRAINAGE PROJECTS




Legend

- Group**
- 1 (Red)
 - 2 (Orange)
 - 3 (Yellow)
 - 4 (Green)
 - 5 (Blue)
 - 6 (Purple)

0 500 1,000 Feet


Project Number	Description
3.05	Diamondhead Drive at Aukai Pl
3.06	Hilo Way to Hapuna Place
3.07	Diamondhead Drive E
3.08	Anahola Drive
3.09	Ahuli Place
3.1	Drainage Area 41, Coon Branch
3.11	Koloa Street at Ala Moana Place
3.12	Lots 7 & 8, Block 7, Phase 2
3.13	Fairway Drive Easement Section
3.14	Alakoko Drive Deadend
3.15	Kome Drive
3.16	Diamondhead Drive W at Bayou Drive
3.17	Turnberry Drainage
3.18	Cutoff Bayou Area
3.22	Hilo Way - West
3.23	Hilo Way at Koko Street
3.24	Miller Pond
5.09	Diamondhead Drive N at Anela Pond
COD-1	Alkii Way (NRCS)
COD-2	Hilo Street
COD-3	Kolo Court
COD-4	Makiki Drive
COD-5	Diamondhead Drive E at Kalani Drive
COD-6	Bayou Drive Bridge at Power Line
COD-7	Hilo Way
COD-8	Ieke, Kaleki & Amoka H&H Analysis
COD-9	Sub-Basin A H&H Analysis
COD-10	Montjoy Creek Restoration

Project Number	3.08
Project Name	Anahola Draw
Location Description	Site is a natural draw in the East-central portion of Diamondhead located in the lower section of Watershed F as identified in the 2014 Master Drainage Plan map produced by Seymour Engineering. The structures under Diamondhead Drive East at this location drain the entirety of Watershed F. This portion of the city is 95% built out in addition to a significant portion of fairway within the watershed.
Project Coordinates	30°23'42"N, 89°20'40"W
HUC12	031700091303 – Rotten Bayou
Project Type	Detention, Drainage Infrastructure Improvements.
Number of residences or businesses benefitted	76-100
Anticipated Project Benefits	Improve Flow Characteristics Reduced possibility of flooding of roadways and homes in the area Improved water quality downstream Extended Runoff times
Implementation Period	Study: 6 months Design: 6 months Permits: Wetland 404, SWPPP Land Acquisition: Probable Implementation: 2 Yr
Flood Zone	No
Estimated Project Cost	\$777,187.00
Location Problems	 <p>Reported problems are water over the road in a typical storm event. Site is the singular out fall for watershed with no detention facility. Previous methods for handling Stormwater are causing expedited runoff times. Open ditches have been eliminated in places where they are needed</p>
Recommended Solution	Re-establishing open ditch sections where water is being forced onto the roadways. Incorporate LID drainage measures in the channel (step pool) that increase runoff times to mitigate immediate problems and aid in addressing those downstream. Build inline and offline detention within the watershed. Information from this project should be incorporated as contributing data for projects downstream along Diamondhead Drive East.

Opinion of Probable Cost

3.08 Anahola


Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00
Clearing and Grubbing	LS	1	\$ 18,000.00	\$ 18,000.00
Remove Excess Sediment From Road Ditch	LF	600	\$ 18.00	\$ 10,800.00
Removal of Debris & Vegetation from Ditch	LF	150	\$ 24.00	\$ 3,600.00
Removal of Existing Asphalt	SY	200	\$ 24.00	\$ 4,800.00
Removal of Culvert (All Sizes)	LF	250	\$ 48.00	\$ 12,000.00
Removal of Drainage Structure	EA	2	\$ 3,000.00	\$ 6,000.00
Removal of Sediment from Culverts	EA	10	\$ 120.00	\$ 1,200.00
Unclassified Excavation	CY	300	\$ 18.00	\$ 5,400.00
Excess Excavation	CY	100	\$ 18.00	\$ 1,800.00
Crushed Limestone	CY	75	\$ 240.00	\$ 18,000.00
Select Fill	CY	50	\$ 36.00	\$ 1,800.00
Select Bedding Material	CY	25	\$ 36.00	\$ 900.00
Roadway Repair	EA	4	\$ 3,000.00	\$ 12,000.00
Headwalls	EA	6	\$ 1,800.00	\$ 10,800.00
Rip Rap	Tons	50	\$ 90.00	\$ 4,500.00
Filter Fabric	SY	25	\$ 6.00	\$ 150.00
Silt Fencing	LF	1000	\$ 6.00	\$ 6,000.00
Wattles	EA	10	\$ 240.00	\$ 2,400.00
Excelsior Blankets	SY	10	\$ 24.00	\$ 240.00
Seeding and Mulch	LS	1	\$ 6,000.00	\$ 6,000.00
Solid Sodding	SY	50	\$ 12.00	\$ 600.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 12,000.00	\$ 12,000.00
Stormwater Detention Facility	LS	4	\$ 42,000.00	\$ 168,000.00
Culvert Replacement (Conceptual)	LS	1	\$150,000.00	\$ 150,000.00
Topographic Survey	LS	1	\$ 30,000.00	\$ 30,000.00
H & H Analysis - Drainage Study	LS	1	\$ 12,000.00	\$ 12,000.00
			<i>Estimated Construction Costs</i>	\$ 558,990.00
			<i>Engineering Costs (Design, Inspection, Construction Testing, etc..)</i>	\$ 83,848.50
			<i>Right-of-Way/Easement Acquisition</i>	\$ 25,000.00
			<i>Legal</i>	\$ 7,500.00
			<i>Permitting</i>	\$ 18,000.00
			<i>15% Contingency</i>	\$ 83,848.50
Total Estimated Project Cost				\$ 777,187.00

Project Number	3.13
Project Name	Fairway Drive Easement Section
Location Description	This site is picking up drainage from Area 15 within Watershed A as designated on the Diamondhead Master Drainage plan map and serving as outfall for all of Area 16 within Watershed A. The two basins are about 70% built out with two fairways contributing to stormwater volumes. Area 15 is smaller and immediate to the area lying North of Fairway Drive. Area 16 is a larger area with steeper grades and two detention ponds on a fairway. Drainage through the area flows generally Westward exiting through the ditch sections on Fairway Drive then under Alakoko Drive into a constricted bulkhead section.
Project Coordinates	30°23'16"N, 89°22'12"W
HUC12	031700091303 –Rotten Bayou
Project Type	H&H Study, Install Detention, Enlarge Hydrologic Section
Number of residences or businesses benefitted	>100
Anticipated Project Benefits	Improve Flow Characteristics Reduced possibility of flooding of roadways and homes in the area Extend Runoff Times Improve Water Quality downstream
Implementation Period	Study: Complete Design: 12 months Permits: SWPPP, NWP 41 Land Acquisition: Probable Implementation: 2 Yr
Flood Zone	No
Estimated Project Cost	\$378,412.00
Location Problems	 <p>Large portion of these watershed basins are impervious. Area 15, which is immediate to the outfall area includes a lot of hardscaped drainage section that decrease runoff times while increasing volumes. Ditch sections along Fairway drive and thru the easement are not large enough to accommodate the current volumes and there is potential for further development within the basins. Roadway pipes under Alakoko Drive are constricting flow but that may be preventing downstream flooding as the drainage way leaving the pipes appears to be near capacity and in imminent danger of failing structurally.</p>
Recommended Solution	H & H study of the basins for determining full development volumes. Construct additional detention facilities, enlarge hydrologic section along Fairway Drive, remove, replace, install additional drainage structures under the roadway and remove/replace bulkheads with LID options.

Opinion of Probable Cost

3.12 Block 7 Phase 2

Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 24,000.00	\$ 24,000.00
Clearing and Grubbing	LS	1	\$ 6,000.00	\$ 6,000.00
Remove Excess Sediment From Road Ditch	LF	1600	\$ 18.00	\$ 28,800.00
Removal of Existing Asphalt	SY	50	\$ 24.00	\$ 1,200.00
Removal of Sediment from Culverts	EA	10	\$ 240.00	\$ 2,400.00
Crushed Limestone	CY	25	\$ 240.00	\$ 6,000.00
Select Fill	CY	25	\$ 36.00	\$ 900.00
Select Bedding Material	CY	25	\$ 36.00	\$ 900.00
Roadway Repair	EA	1	\$ 3,000.00	\$ 3,000.00
29x18 RCAP	LF	100	\$ 84.00	\$ 8,400.00
Headwalls	EA	2	\$ 1,800.00	\$ 3,600.00
Rip Rap	Tons	650	\$ 90.00	\$ 58,500.00
Filter Fabric	SY	1200	\$ 6.00	\$ 7,200.00
Silt Fencing	LF	250	\$ 6.00	\$ 1,500.00
Wattles	EA	2	\$ 240.00	\$ 480.00
Excelsior Blankets	SY	600	\$ 24.00	\$ 14,400.00
Seeding and Mulch	LS	1	\$ 6,000.00	\$ 6,000.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 12,000.00	\$ 12,000.00
Stormwater Detention Facility	LS	1	\$ 30,000.00	\$ 30,000.00
Topographic Survey	LS	1	\$ 30,000.00	\$ 30,000.00
H & H Analysis - Drainage Study	LS	1	\$ 8,400.00	\$ 8,400.00
			<i>Estimated Construction Costs</i>	\$ 253,680.00
			<i>Engineering Costs (Design, Inspection, Construction Testing, etc..)</i>	\$ 38,052.00
			<i>Right-of-Way/Easement Acquisition</i>	\$ 25,000.00
			<i>Legal</i>	\$ 5,000.00
			<i>Permitting</i>	\$ 18,000.00
			<i>15% Contingency</i>	\$ 38,052.00
			Total Estimated Project Cost	\$ 377,784.00

Project Number	3.15	
Project Name	Kome Drive	
Location Description	Site is a low area where runoff is collected and transferred off the surface to underground infrastructure. Flow collected at the site is local, but feeds into to a sizeable arterial drainage ditch. The stream exiting the area drains 500 plus heavily developed hilly acres.	
Project Coordinates	30°23'18"N, 89°22'37"W	
HUC12	031700091303 –Rotten Bayou	
Project Type	H&H Study, Remove Inlet control, Re-establish Hydrologic section, Erosion Control, Detention	
Number of residences or businesses benefitted	51-75	
Anticipated Project Benefits	Improve Flow Characteristics Reduced possibility of flooding of roadways and homes in the area	
Implementation Period	Study: Complete Design: 12 months Permits: SWPPP, NWP 41 Land Acquisition: Probable Implementation: 2 Yr	
Flood Zone	Yes	
Estimated Project Cost	\$844,240.00	
Location Problems		Water has been reported on the roadway during storm events. Underground drainage system was not investigated to determine adequacy. Inlet control issues are likely the cause of back up, due to the local nature of the reported problems.
Recommended Solution	Topographic survey of the immediate area to determine the storm sewer infrastructure and where inlet control is constricting flow. Re-establish ditch sections where feasible and armor to prevent erosion. Replace inadequate infrastructure with properly sized channels and culverts. Investigate detention possibilities and alternate ways of removing surface drainage. Establish riparian buffers along all streams in the area.	

Opinion of Probable Cost
3.15 Kome Drive

Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00
Clearing and Grubbing	LS	2	\$ 18,000.00	\$ 36,000.00
Remove Excess Sediment From Road Ditch	LF	300	\$ 18.00	\$ 5,400.00
Removal of Debris & Vegetation from Ditch	LF	1200	\$ 18.00	\$ 21,600.00
Removal of Sediment from Culverts	EA	7	\$ 600.00	\$ 4,200.00
Modified Inlets	EA	4	\$ 3,000.00	\$ 12,000.00
Headwalls	EA	2	\$ 1,800.00	\$ 3,600.00
Gabion	Tons	900	\$ 90.00	\$ 81,000.00
Filter Fabric	SY	1200	\$ 6.00	\$ 7,200.00
Silt Fencing	LF	1000	\$ 6.00	\$ 6,000.00
Seeding and Mulch	LS	2	\$ 6,000.00	\$ 12,000.00
Solid Sodding	SY	200	\$ 12.00	\$ 2,400.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 12,000.00	\$ 12,000.00
Stormwater Detention Facility	LS	8	\$ 30,000.00	\$ 240,000.00
Utility Relocation	LS	1	\$ 30,000.00	\$ 30,000.00
Topographic Survey	LS	1	\$ 42,000.00	\$ 42,000.00
H & H Analysis - Drainage Study	LS	1	\$ 14,400.00	\$ 14,400.00
<i>Estimated Construction Costs</i>				\$589,800.00
<i>Engineering Costs (Design, Inspection, Construction Testing, etc..)</i>				\$ 88,470.00
<i>Right-of-Way/Easement Acquisition</i>				\$ 45,000.00
<i>Legal</i>				\$ 7,500.00
<i>Permitting</i>				\$ 25,000.00
<i>15% Contingency</i>				\$ 88,470.00

Total Estimated Project Cost **\$844,240.00**

Attachment B



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2023

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 210,154.50
Legal	\$ 22,500.00
Consulting	\$ 61,000.00
Construction	\$ 1,401,030.00
Site Work	
Equipment	
Indirects	
Other	\$ 305,154.00
Total	\$ 1,999,838.50



ENHANCE • PROTECT • CONSERVE

Attachment C

GOMESA Phase II Funding Project Selection Form

Applicant: Jon McCraw - City Manager
Business/Agency: City of Diamondhead
Address: 5000 Diamondhead Drive Circle - Diamondhead, MS 39525
Phone: 228-222-4626 Email: JMcCraw@diamondhead.ms.gov
Project Name: Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project Phase II
Anticipated Budget: \$1,999,839.00 Anticipated Timeline: 7/1/2023 to 6/30/2026

Projects must meet at least one of the GOMESA criteria listed below. Please check all that apply. Additional justification may be requested.

Column A

- Coastal protection of natural resources
Mitigation of natural or marine resources
Conservation management
Onshore infrastructure projects resulting from coastal damage

Column B

- Coastal restoration and resiliency efforts
Ecological restoration

PROPOSED PROJECT NARRATIVE

The City of Diamondhead is seeking GOMESA funding from the Mississippi Department of Marine Resources for the Diamondhead Drainage, Flood Prevention & Water Quality Improvement Project Phase II. Phase I of the project was funded during the 2022 cycle and the proposed projects identified in Phase II include one of the subprojects that were not funded in Phase I due to budgetary constraints.

REQUIRED SIGNATURES

GOMESA Committee:

MDMR Committee Representative: Joe S. Maggini
MDA Committee Representative: Laura Hipp
MDEQ Committee Representative: Chris Wells
Executive Director
Deputy Executive Director
Executive Director



RECEIVED
 AUG 10 2023
 By:

Invoice

Invoice #: 16383.08-18
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: 16383.08 Commercial Di...
P.O. Number:
Terms: Net 30

Bill To: _____

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project Professional Engineering Services Services Provided 06/01/2023 - 07/31/2023			
Task 1 - Survey	0	63,000.00	0.00
Task 2 - Preliminary Design	0	34,500.00	0.00
Task 3 - Permitting	0	31,000.00	0.00
Task 4 - Land Acquisition Support Documents	0	0.00	0.00
Task 5 - Geotechnical Investigations	0	5,040.00	0.00
Task 6 - Roadway Design Plans	0.1	231,960.00	23,196.00
Rounding Credit Due to Budget Adjustments	1	-258.00	-258.00
Task 7 - Bidding	0.99	9,500.00	9,405.00
Task 8 - Construction Engineering and Inspection	0	245,000.00	0.00

[Handwritten Signature]

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

Total	\$32,343.00
Payments/Credits	\$0.00
Balance Due	\$32,343.00



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

Project Title		Commercial District Transformation Project				
Project Number		16383.08				
Invoice #		16383.08-18				
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 63,000.00	\$ 63,000.00	\$ -	\$ 63,000.00	\$ -	100.00%
Task 2 – Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00	\$ 34,500.00	\$ -	\$ 34,500.00	\$ -	100.00%
Task 3 – Permitting	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	\$ -	100.00%
Task 4 - Land Acquisition Support Documents	\$ 19,500.00	\$ 12,881.25	\$ -	\$ 12,881.25	\$ 6,618.75	66.06%
Task 5 - Geotechnical Investigations	\$ 5,040.00	\$ 5,040.00	\$ -	\$ 5,040.00	\$ -	100.00%
Task 6 - Roadway Design Plans	\$ 231,960.00	\$ 209,022.00	\$ 22,938.00	\$ 231,960.00	\$ 0.00	100.00%
Task 7 - Bidding	\$ 9,500.00	\$ 95.00	\$ 9,405.00	\$ 9,500.00	\$ -	100.00%
Task 8 - Construction Engineering and Inspection	\$ 245,000.00	\$ -	\$ -	\$ -	\$ 245,000.00	0.00%
Total	\$ 639,500.00	\$ 355,538.25	\$ 32,343.00	\$ 387,881.25	\$ 251,618.75	61%

*Task 8 is based on a 12-month construction schedule.
 Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete.
 Tasks 4 and 8 shall be billed per the attached rate schedule
 **\$15,500 of funds moved from Task 4 to Task 3. \$25,000 from Task 4 to Task 6
 ***\$5,460 moved from Task 5 to Task 6
 ****Task 6 Budget increased by \$19,500 with Amendment 2



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16383.08-19
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: 16383.08 Commercial Di...
P.O. Number:
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project - Noma Drive Improvements Professional Engineering Services Services Provided 06/01/2023 - 07/31/2023			
Task 1 - Topographic and Boundary Survey	0.5	24,000.00	12,000.00
Task 2 - Design Phase	0	29,800.00	0.00
Task 3 - Permitting	0	0.00	0.00
Task 4 - Land Acquisition Documents	0	0.00	0.00
Task 5 - Geotechnical Investigations	0	12,000.00	0.00
Task 6 - Final Design	0.75	41,500.00	31,125.00
Task 7 - Bidding	1	6,800.00	6,800.00
Task 8 - Construction Engineering and Inspection	0	75,600.00	0.00

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

Total	\$49,925.00
Payments/Credits	\$0.00
Balance Due	\$49,925.00



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

Project Title	Commercial District Transformation Project - Noma Drive Improvements					
	Project Number 16383.08					
	Invoice # 16383.08-19					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 24,000.00	\$ 12,000.00	\$ 12,000.00	\$ 24,000.00	\$ -	100.00%
Task 2 – Preliminary Design	\$ 29,800.00	\$ 29,800.00	\$ -	\$ 29,800.00	\$ -	100.00%
Task 3 - Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Task 4 - Land Acquisition Support Documents	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Task 5 - Geotechnical Investigations	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	100.00%
Task 6 - Final Design	\$ 41,500.00	\$ 10,375.00	\$ 31,125.00	\$ 41,500.00	\$ -	100.00%
Task 7 - Bidding	\$ 6,800.00	\$ -	\$ 6,800.00	\$ 6,800.00	\$ -	100.00%
Task 8 - Construction Engineering and Inspection	\$ 75,600.00	\$ -	\$ -	\$ -	\$ 75,600.00	0.00%
Total	\$ 189,700.00	\$ 64,175.00	\$ 49,925.00	\$ 114,100.00	\$ 75,600.00	60%
<p>*Task 8 is based on a 12-month construction schedule. Tasks 1, 2, 5, and 7 shall be billed as a fixed fee lump sum cost based on percentage complete. Task 4 and 8 shall be billed per the attached rate schedule</p>						



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-64
Invoice Date: 7/24/2023
Due Date: 8/23/2023
Project: WA #23 Unit Price Contr...
P.O. Number: 2023-0235
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Standard Specifications and Drawings Services Provided through 06/30/2023 PO 2023-0235			
Develop Standard Drawings and Specifications	0.25	28,000.00	7,000.00
Develop Bid Package	0	12,000.00	0.00
Bidding	0	8,000.00	0.00

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

Total	\$7,000.00
Payments/Credits	\$0.00
Balance Due	\$7,000.00



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

Project Title		Standard Specifications and Drawings			
Project Number		16175.08			
Invoice #		16175.08-64			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Develop Standard Drawings and Specifications	\$ 28,000.00	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00	50%
Develop Bid Package	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0%
Bidding	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0%
Total	\$ 28,000.00	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00	50%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-66
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: WA #23 Unit Price Contr...
P.O. Number: 2023-0235
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Standard Specifications and Drawings Services Provided through 07/30/2023 PO 2023-0235			
Develop Standard Drawings and Specifications	0.25	28,000.00	7,000.00
Develop Bid Package	0	12,000.00	0.00
Bidding	0	8,000.00	0.00

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

Total	\$7,000.00
Payments/Credits	\$0.00
Balance Due	\$7,000.00



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

Project Title		Standard Specifications and Drawings			
Project Number		16175.08			
Invoice #		16175.08-66			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Develop Standard Drawings and Specifications	\$ 28,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	75%
Develop Bid Package	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0%
Bidding	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0%
Total	\$ 28,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	75%



2300 14th Street
Gulfport, MS 39501

Bill To: [Redacted]

City of Diamondhead

Invoice

Invoice #: 16175.08-65
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: WA #22 - Makiki Drive P...
P.O. Number:
Terms: Net 30

Description	Hours/Qty	Rate	Amount
Support for Makiki Dr. Project Services Provided through 07/30/2023			
Task 1: Topographic Survey	1	7,000.00	7,000.00
Task 2: Water Main Plans/Specifications	1	5,000.00	5,000.00
Task 3: Drainage Structures Plans/ Specifications	0.8	6,000.00	4,800.00
Task 4: Construction Phase Services	0	5,000.00	0.00

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

Total	\$16,800.00
Payments/Credits	\$0.00
Balance Due	\$16,800.00



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

Project Title		Support for Makiki Dr. Project			
Project Number		16175.08			
Invoice #		16175.08-65			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Topographic Survey	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	100%
Task 2: Water Main Plans/Specifications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	100%
Task 3: Drainage Structures Plans/Specifications	\$ 6,000.00	\$ -	\$ 4,800.00	\$ 1,200.00	80%
Task 4: Construction Phase Services	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0%
Total	\$ 23,000.00	\$ -	\$ 16,800.00	\$ 6,200.00	73%
**Task 4 Construction Phase Services to be billed at Hourly Rates					

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By:

Invoice

Invoice #: 16175.08-70
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: WA #18 - Subdivision Or...
P.O. Number: 2022-0901
Terms: Net 30

Bill To: _____

City of Diamondhead

Description	Hours/Qty	Rate	Amount
PO 2022-0901 Professional Engineering Fees Subdivision Regulations Update Services Provided 02/01/23 - 07/30/23			
Subdivision Regulations Update	0.23	5,500.00	1,265.00



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

Total	\$1,265.00
Payments/Credits	\$0.00
Balance Due	\$1,265.00



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

Project Title		Subdivision Regulation Update			
Project Number		16175.08			
Invoice #		16175.08-70			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Subdivision Regulation Update	\$ 5,500.00	\$ 3,135.00	\$ 1,265.00	\$ 1,100.00	80%
Total	\$ 5,500.00	\$ 3,135.00	\$ 1,265.00	\$ 1,100.00	80%



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By:

Invoice

Invoice #: 16175.08-67
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: WA # 17 - Site Develop...
P.O. Number: 2023-0029
Terms: Net 30

Bill To: _____

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Site Development Plan Services Provided 06/01/2023 - 07/30/2023 PO 2023-0029			
Andrew Levens, Senior Engineer	17.5	145.00	2,537.50
Bob Escher, Senior Engineer	3	145.00	435.00

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

Total	\$2,972.50
Payments/Credits	\$0.00
Balance Due	\$2,972.50



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

Final Invoice

Project Title		Site Development Plan Reviews			
Project Number		16175.08			
Invoice #		16175.08-67			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Site Development Reviews	\$ 29,500.00	\$ 26,467.25	\$ 2,972.50	\$ 60.25	100%
Total	\$ 29,500.00	\$ 26,467.25	\$ 2,972.50	\$ 60.25	100%

Covington Civil & Environmental, LLC

TIME AND EXPENSES

FILTERS USED :

Project In : 16175.08 City of DiamondheadWA 17 | Site Development Plan
 and Time Expense Date In : 6/1/2023 To 8/9/2023
 and Billable : Yes

* A=Approved, B=Billable, S= Submit, Bd= Billed

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
16175.08 City of DiamondheadWA 17 Site Development Plan						
Andrew Levens						
SERVICES						
7/25/2023	Sr. Engineer:	Senior Engineer	0.50	\$145.00	\$72.50	S B
		<i>DH Lakes Ph 1 - Drainage correspondence</i>				
7/24/2023	Sr. Engineer:	Senior Engineer	0.50	\$145.00	\$72.50	S B
		<i>DH Lakes Ph 1 - Retaining wall construction inspection correspondence</i>				
21/2023	Sr. Engineer:	Senior Engineer	2.00	\$145.00	\$290.00	S B
		<i>Mauna Kea meeting at city hall and site visit</i>				
20/2023	Sr. Engineer:	Senior Engineer	0.50	\$145.00	\$72.50	S B
		<i>DH Lakes Ph 1 - Retaining wall inspection</i>				
7/19/2023	Sr. Engineer:	Senior Engineer	1.50	\$145.00	\$217.50	S B
		<i>Site visits</i>				
7/18/2023	Sr. Engineer:	Senior Engineer	2.50	\$145.00	\$362.50	S B
		<i>Review of flooding at Lanai Place; Response on Alkii Court site inspection</i>				
7/13/2023	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	A B
		<i>16175 WA 17 - DH Lakes Ph 1 - Retaining wall review</i>				
7/12/2023	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Mauna Kea Townhomes - Site plan review</i>				
7/7/2023	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	A B
		<i>Meeting Ty to inspect drainage at 474 Alkii Place</i>				

GROUPED BY Project, Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

* A=Approved, B=Billable, S=Submit, Bd=Billed

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
16175.08 City of DiamondheadWA 17 Site Development Plan						
Andrew Levens						
SERVICES						
6/29/2023	Sr. Engineer:	Senior Engineer Review of reported flooding at 574 Alkii Court	0.50	\$145.00	\$72.50	A B
6/27/2023	Sr. Engineer:	Senior Engineer Mauna Kea site plan second review	1.50	\$145.00	\$217.50	A B
6/21/2023	Sr. Engineer:	Senior Engineer 1-Deer Crossing - Road reconstruction estimate 2-Preserve Ph 1 - Lot grading plan review and correspondence	3.00	\$145.00	\$435.00	A B
6/16/2023	Sr. Engineer:	Senior Engineer DH Lakes Ph 1 - Review of drainage plan for Lots 42-47	1.00	\$145.00	\$145.00	A B
6/12/2023	Sr. Engineer:	Senior Engineer Correspondence on Preserve CBU road compaction; Project coordination	1.00	\$145.00	\$145.00	A B
			Total Services:	17.50	\$2,537.50	
			Andrew Levens Total:	17.50	\$2,537.50	
Bob Escher						
SERVICES						
6/22/2023	Sr. Engineer:	Senior Engineer Diamondhead Lakes Cost Estimates	1.00	\$145.00	\$145.00	A B
6/21/2023	Sr. Engineer:	Senior Engineer Diamondhead Lakes Cost Estimates	2.00	\$145.00	\$290.00	A B
			Total Services:	3.00	\$435.00	
			Bob Escher Total:	3.00	\$435.00	
			16175.08 City of DiamondheadWA 17 Site Development Plan Total:	20.50	\$2,972.50	

GROUPED BY Project, Employee

Item No.6

Covington Civil & Environmental, LLC

TIME AND EXPENSES

* A=Approved, B=Billable, S= Submit, Bd= Billed

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
Total Services For 16175.08 City of DiamondheadWA 17 Site Development Plan:						
			20.50		\$2,972.50	
Grand Total Billable Services:			20.50		\$2,972.50	

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 2300 14th Street
 Gulfport, MS 39501

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 By:

Invoice

Invoice #: 16175.08-69
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: FTP WA3 Kaleki Way
P.O. Number: 2023-0349
Terms: Net 30

Bill To: _____

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees: Kaleki Way Drainage PO #2023-0349 Requisition #R-05295 Services Provided through 07/30/2023			
Task 1: Survey	0.25	20,000.00	5,000.00
Task 2: Permitting	0	2,500.00	0.00
Task 3: Engineering and Design	0.1	22,000.00	2,200.00
Task 4: Bidding	0	4,500.00	0.00
Task 5: Construction Inspection/Administration	0	22,500.00	0.00

[Handwritten Signature]

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

Total	\$7,200.00
Payments/Credits	\$0.00
Balance Due	\$7,200.00



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

Project Title		Kaleki Way Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-69			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Surveying	\$ 20,000.00	\$ -	\$ 5,000.00	\$ 15,000.00	25%
Task 2: Permitting	\$ 2,500.00		\$ -	\$ 2,500.00	0%
Task 3: Engineering and Design	\$ 22,000.00		\$ 2,200.00	\$ 19,800.00	10%
Task 4: Bidding	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	0%
Task 5: Construction Inspection/Administration	\$ 22,500.00	\$ -	\$ -	\$ 22,500.00	0%
Total	\$ 71,500.00	\$ -	\$ 7,200.00	\$ 64,300.00	10%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-68
Invoice Date: 8/9/2023
Due Date: 9/8/2023
Project: WA #20 - Traffic Study
P.O. Number: 2023-0033
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Traffic Impact Study - Multiple Traffic Analyses PO #2023-0033 Requisition #R-04966 Services Provided through 07/30/2023			
Traffic Impact Study - Multiple Traffic Analyses	0.11	19,250.00	2,117.50

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

Total	\$2,117.50
Payments/Credits	\$0.00
Balance Due	\$2,117.50



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

Project Title		Traffic Impact Study			
Project Number		16175.08			
Invoice #		16175.08-68			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Traffic Impact Study	\$ 19,250.00	\$ 17,132.50	\$ 2,117.50	\$ -	100%
Total	\$ 19,250.00	\$ 17,132.50	\$ 2,117.50	\$ -	100%



STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

**AMENDMENT # 1 OF MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
THE CITY OF DIAMONDHEAD**

The Memorandum of Understanding (MOU) between the Mississippi Department of Marine Resources (MDMR) and the City of Diamondhead (CODH) for GOMESA funding which was fully executed on September 27, 2021 is hereby mutually amended to change the name of the Project from “Restoration of Marsh Erosion Prevent (Basis “C” Watershed Hydrologic/Hydraulic Analysis” to “Diamondhead Flood Prevention and Detention Pond Restoration”. The MOU is further mutually amended as follows:

...

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the primary goal of the Project is for drainage infrastructure improvement which will include the restoration of two existing stormwater retention ponds, the Miller Pond (located just north of Interstate 10) and the Lily Pond; and,

WHEREAS, CODH proposes that the Project will reduce stream bank and wetland erosion along the major drainage ways within Diamondhead and will reduce sedimentation which will improve water quality in receiving streams and estuaries; and,

...

SECTION 6. CODH agrees to comply with all applicable provisions of 2 C.F.R. § 200, *et seq.*, including § 200.501 which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

SECTION 18. CODH agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also know as the Build America, Buy America Act.

SECTION 19. Attached hereto as [Attachment D](#) and incorporated herein by reference is a letter GOMESA application, with a revised Scope of Work and [Attachment E](#) Amended Budget.

SECTION 20. Attached hereto as [Attachment F](#) and incorporated herein by reference is the revised Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment D and Attachment F, Attachment F will govern.

All other terms and conditions set forth in the original MOU executed September 27, 2021, remain in full effect.

MS Department of Marine Resources

City of Diamondhead

Joe Spraggins, Executive Director

Jon McGraw, City Manager

Date: _____

Date: _____

Attachment D



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GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

Diamondhead Flood Prevention & Detention Pond Restoration

2. Location of Project:

Lily Pond Project coordinates: 30°38'82"N, 89°38'52"W
I-10 Pond Project coordinates: 30°37'98"N, 89°35'77"W

3. Requesting Organization:

City of Diamondhead

4. Requesting Organization Representative:

a. Name:	Jon McCraw	e. Address:	5000 Diamondhead Circle Diamondhead, MS 39525
b. Position:	City Manager	f. Email:	jmccraw@diamondhead.ms.gov
c. Phone:	228-222-4626	d. Fax:	

5. Funding Requested:

\$495,000.00

6. Have any other State or Federal funding sources been identified for the project?

Yes

No

7. If yes, enter amount and source of additional funds:

Amount: \$361,115.00

Source of Additional Funds: Local General Funds

8. Total Project Funds

\$856,115.00



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

The City of Diamondhead is seeking GOMESA funding from the Mississippi Department of Marine Resources for the Diamondhead Flood Prevention & Detention Pond Restoration. Diamondhead's drainage and water quality program specific to Watershed A (the largest watershed in the City of Diamondhead) and Watershed C (the second largest watershed). The project consists of two sub-projects that will provide drainage infrastructure improvements and improve detention facilities to reduce flooding, improve water quality and preserve downstream wetland and estuarine habitats. The sub-projects that are associated will improve water flow characteristics, reduce the future possibility of flooding of roadways and homes in the area, improve water quality downstream and extend runoff times.

As part of a county-wide effort, Waggoner Engineering produced the Hancock County Watershed-Based Stormwater Assessment and Management Plan in December 2019 that included a step-by-step plan for implementation. The plan created by Waggoner Engineering provided Hancock County a storm management plan for the long-term future of the County that was realistic and manageable. The county-wide effort by Waggoner Engineering resulted in a detailed project description for these two sub-projects of the Diamondhead Flood Prevention & Detention Pond Restoration. The following pages contain the full project descriptions from the Waggoner Engineering produced plan for the I-10 Pond (Miller Pond) and Lily Pond (Anela Pond).

10. LIST Project Goals/Objectives:

- I-10 Pond: Goals and objectives of this sub-project are to improve flow characteristics, reduce possibility of flooding of roadway and homes in the area, increase runoff times, and increase water quality downstream. This detention pond's capacity has been reduced over the years due to sediment build up. The removal of this sediment and cleaning of the pond banks will allow the pond to hold more water and to allow for a slower runoff of stormwater.
- Lily Pond: Goals and objectives of this sub-project are to improve flow characteristics, reduce possibility of flooding of roadway and homes in the area, increase runoff times, and increase water quality downstream. This detention pond is primary for the retention of stormwater before it travels into Montjoy Creek and eventually Rotten Bayou. This detention pond's capacity has been reduced over the years due to sediment build up. The removal of this sediment and cleaning of the pond banks will allow the pond to hold more water and to allow for a slower runoff of stormwater.



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2024

PROJECT SUMMARY

11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Check all that apply. Explain SPECIFICALLY and in detail how the project meets the required criteria.

- (A) *Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses*

The proposed drainage improvements identified in this project will have a direct positive impact on coastal wetland losses by reducing stream bank and wetland erosion along the major drainage ways within Diamondhead. Additionally, the reduction in sedimentation will improve water quality in receiving streams and estuaries.

- (B) *Mitigation of damage to fish, wildlife, or natural resources.*

The City of Diamondhead drains into Rotton Bayou, the Jordan River, and tributaries to St. Louis Bay. These drainage projects will reduce erosion and improve water quality downstream which directly impacts natural resources in our bays and estuaries.

- (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

The proposed project is implementing recommendations made from the Hancock County Watershed-Based Stormwater Assessment and Management Plan, a comprehensive conservation management plan for Hancock County.

- (D) *Mitigation of the impact of Outer Continental Shelf activities through funding of onshore infrastructure projects.*

The City of Diamondhead drains into Rotton Bayou, the Jordan River, and tributaries to St. Louis Bay. These drainage projects will reduce erosion and improve water quality downstream which directly impacts natural resources in our bays and estuaries.



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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

PROJECT SUMMARY

12. Project Timetable/Milestones:

I-10 Pond Restoration

Implementation Period: Six Months

Study: Completed

Design and Permitting: Three Months

Construction: Four Months

Estimated Schedule: March 1, 2023 – June 30, 2023

Lily Pond Restoration

Implementation Period: Six Months

Study: Completed

Design and Permitting: Three Months

Construction: Four Months

Estimated Schedule: March 1, 2023 – June 30, 2023

13. Project Timing

Short-term (3 year or less)

Deferred/long-term (3-5 years)



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

14. Current status of architectural/engineering plans & specifications for this project (if applicable): *Check one from each group.*

- Group 1:** **Completed**
 In Progress
 Ready to Bid
 Other (identify)

- Group 2:** **Paid for**
 Funds budgeted
 Funds not budgeted

15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?

Diamondhead Flood Prevention & Detention Pond Restoration in Hancock County is primarily a drainage infrastructure improvement project that meets the following Mississippi Department of Marine Resources criteria: activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection and infrastructure directly affected by coastal wetland losses; and implementation of a federally-approved marine, coastal or comprehensive conservation management plan.

The Diamondhead Flood Prevention & Detention Pond Restoration will provide significant drainage infrastructure improvements that will provide future hurricane protection and infrastructure directly affected by coastal wetland losses. The project consists of two sub-projects that will provide drainage infrastructure improvements, wetland restoration and improve detention facilities for future watershed events. The proposed project is also implementing recommendations made from the Hancock County Watershed-Based Stormwater Assessment and Management Plan, a comprehensive conservation management plan for Hancock County.



GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

APPLICATION SUMMARY

16. Estimated number of years to completion:

17. Estimated Completion Date:

18. Prioritize if your agency has submitted multiple projects:

SIGNATURES

Requesting Agency Representative:

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

***Progress notes must be submitted quarterly on all projects funded by GOMESA.**

****Before submitting application, please make sure to complete the Budget form on page 7.**




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GOMESA PHASE II PROJECT FUNDING Request for Funding FY2024

BUDGET

Category	Total
Salaries, wages, Fringe	\$ 0.00
Travel	\$ 0.00
Architecture & Engineering	\$ 0.00
Legal	\$ 0.00
Consulting	\$ 0.00
Construction	\$ 495,000.00
Site Work	\$ 0.00
Equipment	\$ 0.00
Indirects	\$ 0.00
Other	\$ 0.00
Total	\$ 495,000.00

Project Number	3.24
Project Name	Miller Pond
Location Description	Site is a wet detention pond for approximately 200 acres of development in the Southeastern portion of Diamondhead. The pond received water from 5 different conveyances within the Watershed. A comprehensive report on these conveyances and the hydrologic calculations for the Miller Pond Watershed was delivered in July of 2017 by Pickering Firm, Inc.
Project Coordinates	30°22'47"N, 89°21'30"W
HUC12	031700091306 –Saint Louis Bay
Project Type	Improve Hydrologic sections, Clearing/armoring drainage ditches, Repair drainage structures, Dredging,
Number of residences or businesses benefitted	>100
Anticipated Project Benefits	Improve Flow Characteristics Improve Runoff Times Reduced possibility of flooding of roadways and homes in the area Improve Runoff Water Quality downstream Reduced erosion and pollution
Implementation Period	Study: 6 Months Design: 6 months Permits: Wetland 404< SWPPP, MDOT Land Acquisition: Probable Implementation: 2 Yr
Flood Zone	Yes
Estimated Project Cost	\$1,659,723
Location Problems	 <p>Pond has not been maintained and has filled with silt and vegetation. Near complete loss of wet storage capacity has compromised health of wetland environment. Loss of storage capacity raises possibility of localized flooding and downstream pollution. Refer to Pickering Study mentioned above for additional information.</p>
Recommended Solution	Dredging and clearing of sediment to return to original footprint. Channel routing on East end of pond. Some infrastructure repair within the 5 conveyance channels as necessary. Convert the area to an outdoor recreation area. Institute regular maintenance.






Hancock Co. Conceptual Drainage and Dredging Assessment

Opinion of Probable Cost

Oct 2019

3.24 Miller Pond

Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 125,000.00	\$ 125,000.00
Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00
Removal of Drainage Structure	EA	1	\$ 2,500.00	\$ 2,500.00
Unclassified Excavation	CY	500	\$ 15.00	\$ 7,500.00
Excess Excavation	CY	40,000	\$ 25.00	\$ 1,000,000.00
Crushed Limestone	CY	75	\$ 200.00	\$ 15,000.00
Select Fill	CY	50	\$ 30.00	\$ 1,500.00
Roadway Repair	EA	2	\$ 2,500.00	\$ 5,000.00
Headwalls	EA	2	\$ 1,500.00	\$ 3,000.00
Gabion	Tons	80	\$ 75.00	\$ 6,000.00
Filter Fabric	SY	150	\$ 5.00	\$ 750.00
Silt Fencing	LF	500	\$ 5.00	\$ 2,500.00
Wattles	EA	5	\$ 200.00	\$ 1,000.00
Excelsior Blankets	SY	100	\$ 20.00	\$ 2,000.00
Seeding and Mulch	LS	1	\$ 5,000.00	\$ 5,000.00
Solid Sodding	SY	150	\$ 10.00	\$ 1,500.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 10,000.00	\$ 10,000.00
Topographic Survey	LS	1	\$ 30,000.00	\$ 30,000.00
<i>Estimated Construction Costs</i>				\$ 1,233,250.00
<i>Engineering Costs (Design, Inspection, Construction Testing, etc.)</i>				\$ 184,987.50
<i>Right-of-Way/Easement Acquisition</i>				\$ 15,000.00
<i>Permitting</i>				\$ 10,000.00
<i>15% Contingency</i>				\$ 216,485.63
Total Estimated Project Cost				\$ 1,659,723.13

Project Number	5.09
Project Name	Diamondhead Drive North @ Anela Pond
Location Description	Site is a detention pond that drains a small basin that is bounded by Analii Street on the East and Diamondhead Drive on the remaining 3 sides. The pond outfalls to a small canal that empties into the Devil's Elbow portion of the Jourdan River. Basin is approximately 90% developed with a few vacant lots near the center of the basin that drains directly to the detention pond.
Project Coordinates	30°23'17"N, 89°23'9"W
HUC12	03170009130 – Rotten Bayou
Project Type	Drainage Infrastructure Improvements, Utility Relocation
Number of residences or businesses benefitted	>100
Anticipated Project Benefits	Improve Flow Characteristics Reduced Flooding
Implementation Period	Study: 6 months Design: 12 months Permits: Wetlands 404, SWPPP Land Acquisition: Probable Implementation: 1 Yr
Flood Plain	Yes
Estimated Project Cost	\$325,850
Location Problems	 <p>Residents report water over the roadway a couple of times per year when heavy rains and high tides coincided. Sewer main installed across the pond outfall. This basin flows to the Devil's Elbow area, it is suspected that the sedimentation problem there may be a cause of flow backing up here.</p>
Recommended Solution	Relocate utilities that are in conflict, restore hydrologic sections that are compromised. Install ordinances that promote maintaining mature vegetation growth and Riparian buffers. Remaining lots for development potential should be scrutinized carefully before any land disturbance.





Hancock Co. Conceptual Drainage and Dredging Assessment

Opinion of Probable Cost

Oct 2019

5.09 - Anela Pond

Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00
Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
Remove Excess Sediment From Road Ditch	LF	1,200	\$ 15.00	\$ 18,000.00
Removal of Debris & Vegetation from Ditch	LF	500	\$ 20.00	\$ 10,000.00
Removal of sediment from culverts	EA	5	\$ 100.00	\$ 500.00
Excess Excavation	CY	500	\$ 15.00	\$ 7,500.00
Gabion Stone	TONS	50	\$ 45.00	\$ 2,250.00
Filter Fabric	SY	100	\$ 4.00	\$ 400.00
Asphalt Repair (Culvert Replacement)	EA	1	\$ 2,500.00	\$ 2,500.00
Headwalls	EA	4	\$ 1,500.00	\$ 6,000.00
Utility Relocation	LS	1	\$ 50,000.00	\$ 50,000.00
Silt Fencing	LF	100	\$ 5.00	\$ 500.00
Wattles	EA	5	\$ 200.00	\$ 1,000.00
Excelsior Blankets	SY	50	\$ 20.00	\$ 1,000.00
Seeding and Mulch	LS	1	\$ 5,000.00	\$ 5,000.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 10,000.00	\$ 10,000.00
Dredging	LS	1	\$ 30,000.00	\$ 30,000.00
Detention Pond Rehabilitation	LS	1	\$ 10,000.00	\$ 10,000.00
Survey	LS	1	\$ 40,000.00	\$ 40,000.00

Estimated Construction Costs \$ 224,650.00

Engineering Costs (Design, Inspection, Construction Testing, etc.) \$ 33,697.50

Right-of-Way/Easement Acquisition \$ 15,000.00

Permitting \$ 10,000.00

15% Contingency \$ 42,502.13

Total Estimated Project Cost \$ **325,849.63**

Attachment D

Item No.7.

GOMESA Project No. 3000030945
Amended Budget

	TOTAL PROJECT COST	GRANT FUNDS	LOCAL FUNDS
7.1 Engineering (design, permitting, bid, CEI)	\$52,875.00	\$30,000.00	\$22,875.00
Construction Costs			
7.2 Mobilization X2	\$180,000.00	\$65,678.00	\$114,322.00
7.3 Site prep/maintenance (construction entrance, erosion/sediment control, etc.)	\$82,250.00	\$82,250.00	
7.4 Clearing, Grubbing, Excavation Debris Haul Off	\$300,042.00	\$300,042.00	
7.5 Rip Rap, Seeding Sprigging, Mulching	\$17,030.00	\$17,030.00	
	\$632,197.00	\$495,000.00	\$137,197.00



ENHANCE • PROTECT • CONSERVE

Attachment F

GOMESA Phase II Funding Project Selection Form

Applicant: Jeannie Klein - City Clerk
First Name Last Name

Business/Agency: City of Diamondhead

Address: 5000 Diamondhead Circle - Diamondhead, MS 39525-3260

Phone: 2282224626 Email: Jklein@diamondhead.ms.gov

Project Name: Marsh Erosion Prevention (Basin "C" Watershed Hydrologic/Hydraulic Analysis) - REVISION

Anticipated Budget: \$495,000.00 Anticipated Timeline: 7/1/2021 to 6/30/2024

Projects must meet at least one of the GOMESA criteria listed below. Please check all that apply. Additional justification may be requested.

Column A

- Coastal protection of natural resources
- Mitigation of natural or marine resources
- Conservation management
- Onshore infrastructure projects resulting from coastal damage

Column B

- Coastal restoration and resiliency efforts
- Ecological restoration

PROPOSED PROJECT NARRATIVE

This City of Diamondhead is requesting to modify the scope of work for the above referenced project to exclude the work specified for restoring the shoreline. The area where the marsh restoration project that the City planned on performing has been purchased by the State and is potentially part of a larger marsh restoration project. As such, the City felt that dredging a large retention pond within the city limits would provide a greater benefit for the residents to help prevent storm water issues. The City would like to include the restoration work for the existing storm water retention pond located on Diamondhead Drive North further known as the Lily Pond. This modified scope of work will allow for improved drainage, better water quality and will help reduce erosion.

ORIGINAL SCOPE: This project will help stop marsh erosion while improving the ecosystem in the Bay of St. Louis. This area is located on the southern marsh of our city and northern part of the Bay. A large part of the city drains directly into the Bay of St. Louis, Rotten Bayou and the Jourdan River impacting the water quality in this area of Coastal Mississippi. The city engaged Seymour Engineering to create a plan for improving water quality as part of a larger watershed-based approach to storm water management. Part of their review included (1) the hardening of the bottom of Bay of Saint Louis with an oyster ridge or bar and rang, a clam beds, (2) reintroducing sea grasses among the clams compatible with tidal hydrology and salinity, and (3) monitoring both conservation and restoration of coastal marshlands in Diamondhead. The project restores the shoreline, restores water quality and enables monitoring for both conservation and restoration progress. In order to further improve the water quality in this area, another part of this project is the restoration of an existing stormwater retention pond located just north of 1-10. This is a major drainage discharge area, which leads directly into the northern portion of the Bay of St. Louis, the City would focus on restoring the existing retention pond to its original state. After dredging the pond and adding sediment traps to the area, this area could be improved to allow for periodic maintenance, public access for fishing and other recreation activities for residents to enjoy. This project improves the storm water drainage and water quality, reduces erosion and increases public access.

REQUIRED SIGNATURES

GOMESA Committee:

MDMR Committee Representative	<u></u> <small>Joe S. Aggar (Aug 31, 2023 15:36 CDT)</small> <i>Signature</i>	Executive Director	_____
		<i>Title</i>	<i>Date</i>
MDA Committee Representative	<u></u> <small>Laura Hipp (Aug 1, 2023 09:14 CDT)</small> <i>Signature</i>	Deputy Executive Director	_____
		<i>Title</i>	<i>Date</i>
MDEQ Committee Representative	<u></u> <small>Chris Wells (Aug 1, 2023 09:37 CDT)</small> <i>Signature</i>	Executive Director	_____
		<i>Title</i>	<i>Date</i>

EXHIBIT "C"

**WORK ASSIGNMENT
WORK ASSIGNMENT NO 1 -
GOMESA Project**

PROJECT NUMBER: - Kome Drive and Fairway Drive Drainage Project

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

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

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

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

The scope is identified in the attached conceptual drawings from the Waggoner Engineering study. The scope may vary based on conditions identified during the surveying and design phase of the project.

Task	Fee
Engineering and Design	\$ 70,000.00
Surveying	\$ 72,000.00
Permitting	\$ 28,000.00
Bidding	\$ 10,000.00
Construction Inspection and Administration	\$ 85,000.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *August 30, 2024*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

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

KEY PERSONNEL

CITY

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



Ben Benvenuti, P.E., Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$265,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase.

Both parties hereto represent that they have authority to enter into Work Assignment No. 1, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Signature


Covington Civil and Environmental

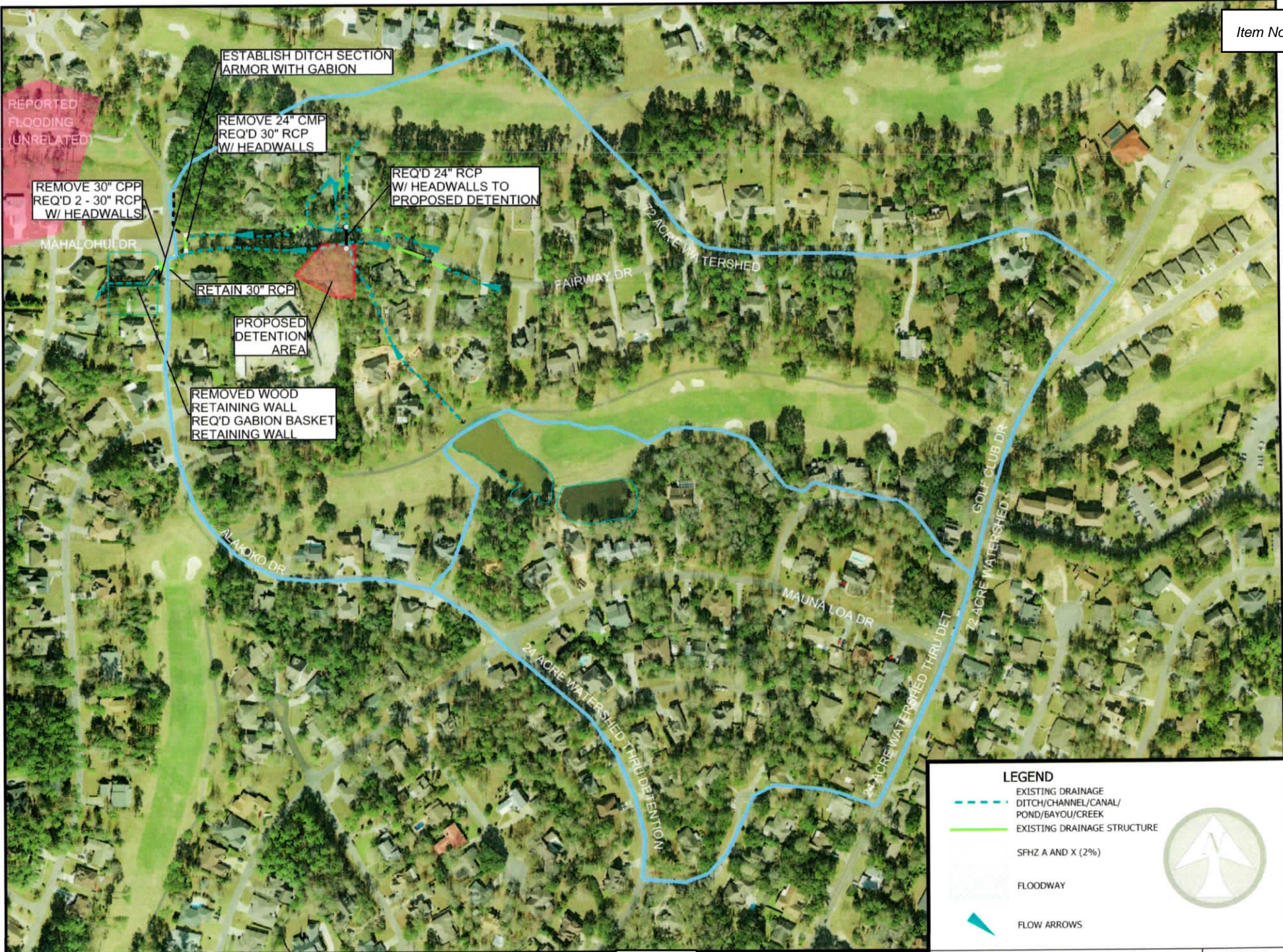


Signature

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

ATTEST: _____

Project Number	3.13
Project Name	Fairway Drive Easement Section
Location Description	This site is picking up drainage from Area 15 within Watershed A as designated on the Diamondhead Master Drainage plan map and serving as outfall for all of Area 16 within Watershed A. The two basins are about 70% built out with two fairways contributing to stormwater volumes. Area 15 is smaller and immediate to the area lying North of Fairway Drive. Area 16 is a larger area with steeper grades and two detention ponds on a fairway. Drainage through the area flows generally Westward exiting through the ditch sections on Fairway Drive then under Alakoko Drive into a constricted bulkhead section.
Project Coordinates	30°23'16"N, 89°22'12"W
HUC12	031700091303 –Rotten Bayou
Project Type	H&H Study, Install Detention, Enlarge Hydrologic Section
Number of residences or businesses benefitted	>100
Anticipated Project Benefits	Improve Flow Characteristics Reduced possibility of flooding of roadways and homes in the area Extend Runoff Times Improve Water Quality downstream
Implementation Period	Study: Complete Design: 12 months Permits: SWPPP, NWP 41 Land Acquisition: Probable Implementation: 2 Yr
Flood Zone	No
Estimated Project Cost	\$378,412.00
Location Problems	 <p>Large portion of these watershed basins are impervious. Area 15, which is immediate to the outfall area includes a lot of hardscaped drainage section that decrease runoff times while increasing volumes. Ditch sections along Fairway drive and thru the easement are not large enough to accommodate the current volumes and there is potential for further development within the basins. Roadway pipes under Alakoko Drive are constricting flow but that may be preventing downstream flooding as the drainage way leaving the pipes appears to be near capacity and in imminent danger of failing structurally.</p>
Recommended Solution	H & H study of the basins for determining full development volumes. Construct additional detention facilities, enlarge hydrologic section along Fairway Drive, remove, replace, install additional drainage structures under the roadway and remove/replace bulkheads with LID options.



REMOVE 30" CPP
REQ'D 2 - 30" RCP
W/ HEADWALLS

ESTABLISH DITCH SECTION
ARMOR WITH GABION

REMOVE 24" CMP
REQ'D 30" RCP
W/ HEADWALLS

REQ'D 24" RCP
W/ HEADWALLS TO
PROPOSED DETENTION

RETAIN 30" RCP

PROPOSED
DETENTION
AREA

REMOVED WOOD
RETAINING WALL
REQ'D GABION BASKET
RETAINING WALL

LEGEND

- EXISTING DRAINAGE
DITCH/CHANNEL/CANAL/
POND/BAYOU/CREEK
- EXISTING DRAINAGE STRUCTURE
- SFHZ A AND X (2%)
- FLOODWAY
- FLOW ARROWS



PROJECT:	DATE:	SCALE:
0018081.000	AUG - 2019	1 IN = 325 FT

WAGGONER
Jackson, MS • Hernando, MS • Gulfport, MS
 Ruston, LA • New Orleans, LA
 www.waggonereng.com
 1-800-661-3733

SHEET NAME:


FAIRWAY DRIVE

SHEET NUMBER:
3.13

Opinion of Probable Cost

3.13 Fairway Drive

Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 18,000.00	\$ 18,000.00
Clearing and Grubbing	LS	1	\$ 6,000.00	\$ 6,000.00
Remove Excess Sediment From Road Ditch	LF	400	\$ 18.00	\$ 7,200.00
Removal of Debris & Vegetation from Ditch	LF	400	\$ 24.00	\$ 9,600.00
Removal of Existing Asphalt	SY	100	\$ 24.00	\$ 2,400.00
Removal of Culvert (All Sizes)	LF	150	\$ 48.00	\$ 7,200.00
Removal of Sediment from Culverts	EA	12	\$ 240.00	\$ 2,880.00
Excess Excavation	CY	150	\$ 18.00	\$ 2,700.00
Crushed Limestone	CY	105	\$ 240.00	\$ 25,200.00
Select Fill	CY	75	\$ 36.00	\$ 2,700.00
Select Bedding Material	CY	25	\$ 36.00	\$ 900.00
Roadway Repair	EA	2	\$ 3,000.00	\$ 6,000.00
24" RCP	LF	50	\$ 72.00	\$ 3,600.00
30" RCP	LF	150	\$ 84.00	\$ 12,600.00
Headwalls	EA	6	\$ 1,800.00	\$ 10,800.00
Gabion Baskets	Tons	400	\$ 90.00	\$ 36,000.00
Filter Fabric	SY	150	\$ 6.00	\$ 900.00
Silt Fencing	LF	100	\$ 6.00	\$ 600.00
Wattles	EA	4	\$ 240.00	\$ 960.00
Excelsior Blankets	SY	100	\$ 24.00	\$ 2,400.00
Seeding and Mulch	LS	1	\$ 6,000.00	\$ 6,000.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 6,000.00	\$ 6,000.00
Stormwater Detention Facility	LS	1	\$ 42,000.00	\$ 42,000.00
Topographic Survey	LS	1	\$ 30,000.00	\$ 30,000.00
H & H Analysis - Drainage Study	LS	1	\$ 9,600.00	\$ 9,600.00
<i>Estimated Construction Costs</i>				\$ 252,240.00
<i>Engineering Costs (Design, Inspection, Construction Testing, etc..)</i>				\$ 37,836.00
<i>Right-of-Way/Easement Acquisition</i>				\$ 25,000.00
<i>Legal</i>				\$ 7,500.00
<i>Permitting</i>				\$ 18,000.00
<i>15% Contingency</i>				\$ 37,836.00
Total Estimated Project Cost				\$ 378,412.00

Project Number	3.15	
Project Name	Kome Drive	
Location Description	Site is a low area where runoff is collected and transferred off the surface to underground infrastructure. Flow collected at the site is local, but feeds into to a sizeable arterial drainage ditch. The stream exiting the area drains 500 plus heavily developed hilly acres.	
Project Coordinates	30°23'18"N, 89°22'37"W	
HUC12	031700091303 –Rotten Bayou	
Project Type	H&H Study, Remove Inlet control, Re-establish Hydrologic section, Erosion Control, Detention	
Number of residences or businesses benefitted	51-75	
Anticipated Project Benefits	Improve Flow Characteristics Reduced possibility of flooding of roadways and homes in the area	
Implementation Period	Study: Complete Design: 12 months Permits: SWPPP, NWP 41 Land Acquisition: Probable Implementation: 2 Yr	
Flood Zone	Yes	
Estimated Project Cost	\$844,240.00	
Location Problems		Water has been reported on the roadway during storm events. Underground drainage system was not investigated to determine adequacy. Inlet control issues are likely the cause of back up, due to the local nature of the reported problems.
Recommended Solution	Topographic survey of the immediate area to determine the storm sewer infrastructure and where inlet control is constricting flow. Re-establish ditch sections where feasible and armor to prevent erosion. Replace inadequate infrastructure with properly sized channels and culverts. Investigate detention possibilities and alternate ways of removing surface drainage. Establish riparian buffers along all streams in the area.	

DITCHES ALONG KOMI ARE FILLED WITH LAWN RUNOFF FLOWING TO STREET OR INCORRECTLY INSTALLED YARD INLETS. STORM SEWER IS LIKELY INADEQUATE. DITCHES SHOULD BE RE-ESTABLISHED OR CURB AND GUTTER INSTALLED.

HEAVY EROSION OCCURRING ALONG THIS PORTION OF STREAM

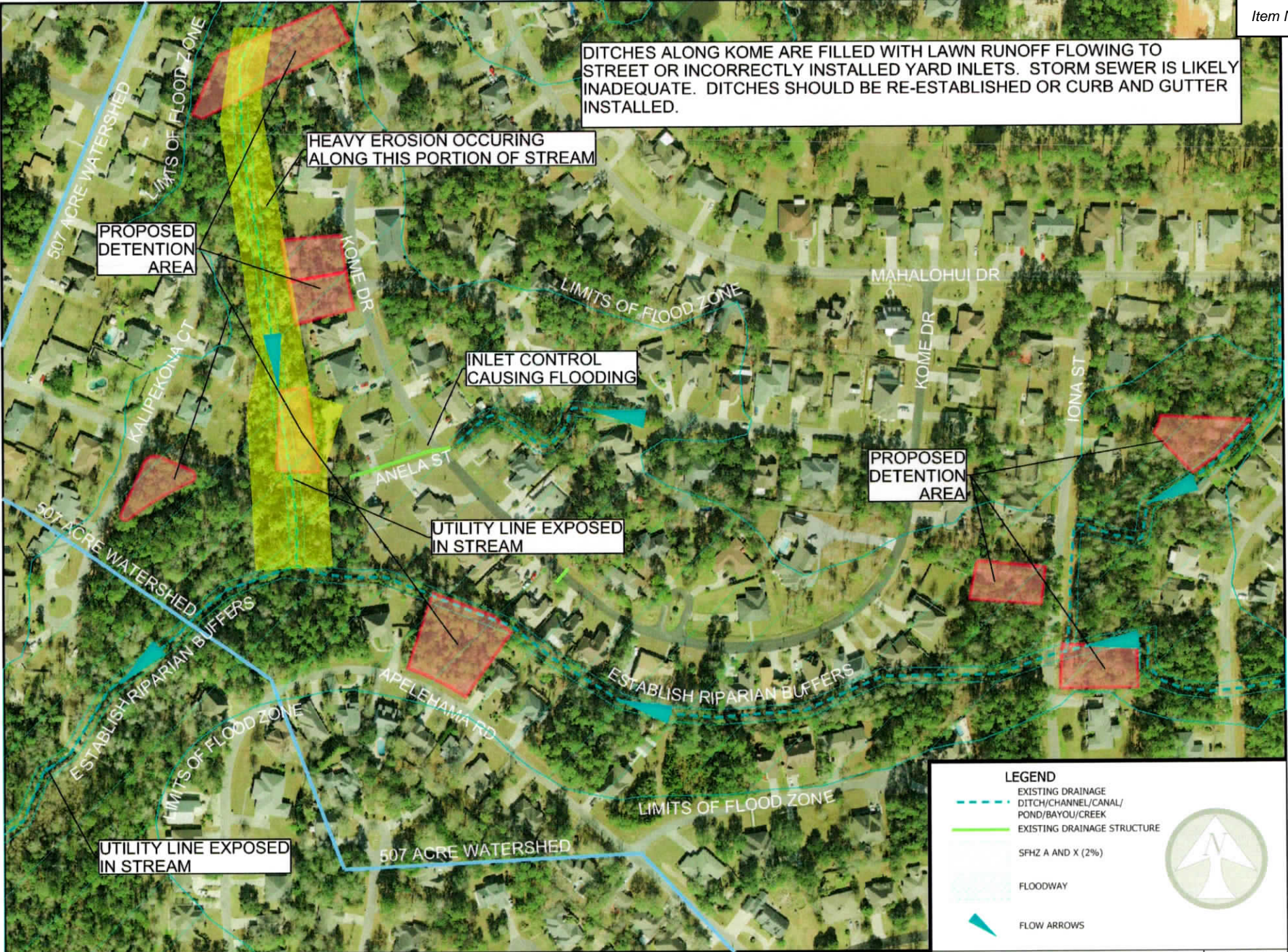
PROPOSED DETENTION AREA

INLET CONTROL CAUSING FLOODING

UTILITY LINE EXPOSED IN STREAM


PROPOSED DETENTION AREA

UTILITY LINE EXPOSED IN STREAM



LEGEND

- EXISTING DRAINAGE DITCH/CHANNEL/CANAL/ POND/BAYOU/CREEK
- EXISTING DRAINAGE STRUCTURE
- SFHZ A AND X (2%)
- FLOODWAY
- ▲ FLOW ARROWS



PROJECT:	DATE:	SCALE:
0018081.000	AUG - 2019	1 IN = 250 FT



SHEET NAME:	SHEET NUMBER:
KOME DRIVE - DIAMONDHEAD	3.15

Opinion of Probable Cost

3.15 Kome Drive

Pay Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00
Clearing and Grubbing	LS	2	\$ 18,000.00	\$ 36,000.00
Remove Excess Sediment From Road Ditch	LF	300	\$ 18.00	\$ 5,400.00
Removal of Debris & Vegetation from Ditch	LF	1200	\$ 18.00	\$ 21,600.00
Removal of Sediment from Culverts	EA	7	\$ 600.00	\$ 4,200.00
Modified Inlets	EA	4	\$ 3,000.00	\$ 12,000.00
Headwalls	EA	2	\$ 1,800.00	\$ 3,600.00
Gabion	Tons	900	\$ 90.00	\$ 81,000.00
Filter Fabric	SY	1200	\$ 6.00	\$ 7,200.00
Silt Fencing	LF	1000	\$ 6.00	\$ 6,000.00
Seeding and Mulch	LS	2	\$ 6,000.00	\$ 12,000.00
Solid Sodding	SY	200	\$ 12.00	\$ 2,400.00
Traffic Control (includes Temp. Signage)	LS	1	\$ 12,000.00	\$ 12,000.00
Stormwater Detention Facility	LS	8	\$ 30,000.00	\$240,000.00
Utility Relocation	LS	1	\$ 30,000.00	\$ 30,000.00
Topographic Survey	LS	1	\$ 42,000.00	\$ 42,000.00
H & H Analysis - Drainage Study	LS	1	\$ 14,400.00	\$ 14,400.00
<i>Estimated Construction Costs</i>				\$589,800.00
<i>Engineering Costs (Design, Inspection, Construction Testing, etc..)</i>				\$ 88,470.00
<i>Right-of-Way/Easement Acquisition</i>				\$ 45,000.00
<i>Legal</i>				\$ 7,500.00
<i>Permitting</i>				\$ 25,000.00
<i>15% Contingency</i>				\$ 88,470.00

Total Estimated Project Cost \$844,240.00



August 8, 2023

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

RE: Pay Application 1 for the Noma Drive Phase 1 Utilities, Drainage and Road Improvements Project

Dear Mr. Jon McCraw,

Please find the attached Pay Application 1 for Bottom 2 Top Construction, LLC, Inc for the amount due of \$23,466.90 for work completed on the Noma Drive Phase 1 Utilities, Drainage and Road Improvements Project. Pay Application 1 has been reviewed, approved, and payment is recommended.

Thank you for your consideration with this matter and if you should have any questions or need any additional information do not hesitate to contact me at 228-467-6755 or jason@jjc-eng.com.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche". The signature is written in a cursive style.

Jason Chiniche, P.E.
Project Manager

Contractor's Application for Payment

Owner:	<u>City of Diamondhead</u>	Owner's Project No.:	<u>23-003</u>
Engineer:	<u>Chiniche Engineering and Surveying</u>	Engineer's Project No.:	<u>17-057-00-07</u>
Contractor:	<u>Bottom 2 Top Construction, LLC</u>	Contractor's Project No.:	<u>299</u>
Project:	<u>Nome Drive P1 Waterfront Site, Utility and Drainage Improvements</u>		
Contract:	<u>Water, Sewer and Road Work</u>		
Application No.:	<u>1</u>	Application Date:	<u>8/8/2023</u>
Application Period:	From <u>7/20/2023</u>	to	<u>7/31/2023</u>

1. Original Contract Price	\$	345,964.22
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	345,964.22
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	24,702.00
5. Retainage		
a. <u>5%</u> X \$ <u>24,702.00</u> Work Completed =	\$	1,235.10
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	1,235.10
6. Amount eligible to date (Line 4 - Line 5.c)	\$	23,466.90
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	23,466.90
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	322,497.32

Contractor's Certification

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

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

Contractor: <u>Bottom 2 Top Construction LLC</u>	
Signature: <u></u>	Date: <u>8/8/2023</u>
Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Engineer</u>	Title: _____
Date: <u>8/8/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: Chanticle Engineering and Surveying
 Contractor: Bottom 2 Top Construction, LLC
 Project: Nornie Drive P1 Waterfront Site, Utility and Drainage Improvements
 Contract: Water, Sewer and Road Work

Owner's Project No.: 23-003
 Engineer's Project No.: 17-057-00-07
 Contractor's Project No.: 299

Application No.: 1 Application Period: From 07/20/23 to 07/31/23 Application Date: 08/09/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C x E)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E x G)	I Materials Currently Stored (not in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Item (I / E)	L Balance to Finish (E - J)						
				Unit Price (\$)	Original Contract (\$)													
1500	Mobilization	1	LS	10,000.00	10,000.00	10,000.00	0.85	8,500.00	-	8,500.00	85%	1,500.00						
02000-A	Maintenance of Traffic	1	LS	2,500.00	2,500.00	2,500.00	0.15	400.00	-	400.00	16%	2,100.00						
02000-B	Remove Existing Concrete Slab	170.00	SY	8.00	1,360.00	1,360.00	170.00	1,360.00	-	1,360.00	100%	-						
02020-A	Remove Existing Gate and Fence	1.00	LS	1,500.00	1,500.00	1,500.00	1.00	1,500.00	-	1,500.00	100%	-						
02020-B	Site Fence	1,000.00	LF	3.60	3,600.00	3,600.00	-	-	-	-	0%	3,600.00						
02100-A	Straw Wattles	250.00	LF	17.99	4,475.00	4,475.00	-	-	-	-	0%	4,475.00						
02100-B	Clearing and Grubbing	0.50	AC	2,500.00	1,250.00	1,250.00	558.00	2,790.00	-	2,790.00	29%	1,250.00						
02300-A	Excavation	1,900	CY	5.00	9,500.00	9,500.00	-	-	-	-	0%	9,500.00						
02700-A	Filter Grid	2,300	SY	10.61	24,403.00	24,403.00	-	-	-	-	0%	24,403.00						
02700-B	Select Backfill	1,300	CY	12.00	15,600.00	15,600.00	845.00	10,152.00	-	10,152.00	65%	5,448.00						
02700-C	Placement of 6" Limestone	1,200	CY	59.60	69,600.00	69,600.00	-	-	-	-	0%	69,600.00						
02700-D	Placement of 5/7 Stone Entrance Rd	500.00	CY	72.82	36,410.00	36,410.00	-	-	-	-	0%	36,410.00						
02700-E	Installation of 8" 900 PVC Water	450	CY	32,769.00	14,850.00	14,850.00	-	-	-	-	0%	14,850.00						
02500-A	Installation of 1 1/2" PVC Water Pipe	1,360	LF	42.14	57,310.40	57,310.40	-	-	-	-	0%	57,310.40						
02500-B	Installation of 1 1/2" PVC Water Pipe	80	LF	8.65	692.00	692.00	-	-	-	-	0%	692.00						
02500-C	Installation of Meter Boxes with Meter Stop (no Water)	1	EA	1,057.85	1,057.85	1,057.85	-	-	-	-	0%	1,057.85						
02500-D	Connection to Existing Water Main	1	EA	6,118.95	6,118.95	6,118.95	-	-	-	-	0%	6,118.95						
02500-E	Installation of Fire Hydrant Assembly	2	EA	6,433.70	12,267.40	12,267.40	-	-	-	-	0%	12,267.40						
02500-F	Installation of 8" Gate Valve	2	EA	2,257.56	4,515.12	4,515.12	-	-	-	-	0%	4,515.12						
02415-A	1 1/2" Pressure Sewer Main	1,350	LF	8.90	13,617.00	13,617.00	-	-	-	-	0%	13,617.00						
02415-B	Road Bore	500.00	LF	23.00	11,500.00	11,500.00	-	-	-	-	0%	11,500.00						
02415-C	2.5" Conduit Sch 40	200	LF	11.42	2,284.00	2,284.00	-	-	-	-	0%	2,284.00						
02415-D	12.5" Conduit Sch 80	5	LF	12.90	64.50	64.50	-	-	-	-	0%	64.50						
02610-A	18" HDPE	360	LF	40.40	14,544.00	14,544.00	-	-	-	-	0%	14,544.00						
02610-B	32" Drian Inlet	3	EA	3,203.40	9,610.20	9,610.20	-	-	-	-	0%	9,610.20						
02610-C	HDPE Flared End Section	2	EA	881.15	1,762.30	1,762.30	-	-	-	-	0%	1,762.30						
02610-D	Bedding	200.00	CY	12.00	2,400.00	2,400.00	-	-	-	-	0%	2,400.00						
02750-A	Rip Rap	25.00	SY	98.14	2,453.50	2,453.50	-	-	-	-	0%	2,453.50						
02920-A	Hydroseeding	1,000	SY	3.15	3,150.00	3,150.00	-	-	-	-	0%	3,150.00						
Original Contract Totals										\$	345,964.22	\$	24,702.00	\$	24,702.00	7%	\$	321,262.22

2023-302

Item No. 10.

Chiniche Engineering & Surveying

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

**INVOICE****BILL TO**

City of Diamondhead

INVOICE # 17-057-0185**DATE** 08/08/2023**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/18/2023	17-057-2021 Clerical	-pre con meeting agenda and sign in sheet -binders	1:30	50.00	75.00
07/19/2023	17-057-2021 Clerical	-Create Noma Drive project in Contractor Foreman -Switch Users -	1:00	50.00	50.00
07/19/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
07/20/2023	17-057-2021 Clerical	-upload bid sheet	1:00	50.00	50.00
07/20/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
07/24/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
07/24/2023	17-057-2021 RPR	site visit	1:30	75.00	112.50
07/25/2023	17-057-2021 Project Engineer	Project Coordination	1:30	95.00	142.50
07/25/2023	17-057-2021 RPR	Daily Inspection	1:30	75.00	112.50
07/26/2023	17-057-2021 Cad	MARKUP & CHANGES PHASE 2	1:30	70.00	105.00
07/26/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
07/26/2023	17-057-2021 RPR	Daily Inspection	1:00	75.00	75.00
07/26/2023	17-057-2021 RPR	Re-Visit	0:30	75.00	37.50
07/27/2023	17-057-2021 Project Engineer	Project Coordination	1:30	95.00	142.50
07/27/2023	17-057-2021 RPR	Daily Inspection	4:00	75.00	300.00
07/27/2023	17-057-2021 RPR	Follow up inspection	1:00	75.00	75.00
07/28/2023	17-057-2021 Clerical	load tickets	0:30	50.00	25.00
07/28/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
07/28/2023	17-057-2021 RPR	Daily inspections	1:00	75.00	75.00
07/31/2023	17-057-2021 Clerical	-load tickets and ss -contract days log -pay app	1:00	50.00	50.00
07/31/2023	17-057-2021 Project Engineer	Project Coordination	1:00	95.00	95.00
07/31/2023	17-057-2021 RPR	Daily Inspection	1:00	75.00	75.00
07/31/2023	17-057-2021 RPR	Final daily inspection	1:00	75.00	75.00
08/01/2023	17-057-2021 Clerical	-load tickets ss and file	0:30	50.00	25.00
08/01/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
08/01/2023	17-057-2021 RPR	Daily inspection	2:00	75.00	150.00
08/02/2023	17-057-2021 Clerical	-submittals -create transmittal forms -test contractor foreman notification -update dwr and pics in drive	1:00	50.00	50.00
08/02/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
08/02/2023	17-057-2021 RPR	Daily inspection	2:00	75.00	150.00
08/02/2023	17-057-2021 RPR	Proof Roll - inspection	2:00	75.00	150.00
08/03/2023	17-057-2021 Clerical	-Pay app -change submittal form	1:00	50.00	50.00
08/03/2023	17-057-2021 Project Engineer	Project Coordination	2:00	95.00	190.00
08/03/2023	17-057-2021 RPR	Daily Inspection	2:00	75.00	150.00
08/03/2023	17-057-2021 RPR	Re-Inspection of progress	0:30	75.00	37.50
08/03/2023	17-057-2021 RPR	Re-Inspection of progress	1:30	75.00	112.50

Noma Drive Waterfront Improvements

BALANCE DUE

\$3,687.50

Chiniche Engineering & Surveying

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



INVOICE

BILL TO

City of Diamondhead

INVOICE # 15-057-0186

DATE 08/08/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/12/2023	17-057-2021 Principal	project coordination	0.50	162.00	81.00
07/18/2023	17-057-2021 Senior Professional	permit coordination	1	145.00	145.00
07/26/2023	17-057-2021 Principal	project review	0.50	162.00	81.00
08/02/2023	17-057-2021 Senior Professional	permit coordination and review	1	145.00	145.00
08/04/2023	17-057-2021 Principal	project review	0.50	162.00	81.00

Canal Dredging

BALANCE DUE

\$533.00

EXHIBIT "C"

WORK ASSIGNMENT
WORK ASSIGNMENT NO 6 –
ARPA Project

PROJECT NUMBER: - Diamondhead Drive East Drainage Project

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

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

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

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

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

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

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

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. Covington will complete boundary surveying to determine the city right of way and easements within the affected project area.

Permitting:

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

Engineering and Design:

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

Bidding:

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

Construction Inspection and Administration:

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

Task	Fee
Surveying	\$ 32,500.00
Engineering, Design, and Permitting	\$ 33,500.00
Bidding	\$ 5,000.00
Construction Inspection and Administration	\$ 22,000.00

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

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

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$93,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.


Both parties hereto represent that they have authority to enter into Work Assignment No. 6 Diamondhead Drive East Drainage Project, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental



Ben Benvenuti, Principal Engineer

SFHZ A

INSTALL SLOPE PAVED HEADWALLS ON 24" RCP

PER PICKERING ADD 2 LINES 58X36 RCAP AND HEADWALLS RETAIN EXISTING 58X36 RCAP

REPLACE 15" CPP WITH 24" CPP AND SLOPE PAVED HEADWALLS

RESTORE DITCH SECTION ARMOR WITH LARGE GRAVEL

REPLACE YARD INLETS W/ LARGER GRATE AND BOXES INVESTIGATE PIPE SIZE TO DETERMINE IF IT IS ADEQUATE FOR FLOW

DIAMONDHEAD DRIVE EAST

REPORTED FLOODING AREA

REPORTED FLOODING

LEGEND

- - - - - EXISTING DRAINAGE DITCH/CHANNEL/CANAL/ POND/BAYOU/CREEK
- EXISTING DRAINAGE STRUCTURE
- SFHZ A AND X (2%)
- FLOODWAY
- ▶ FLOW ARROWS



EXHIBIT "C"

WORK ASSIGNMENT
WORK ASSIGNMENT NO 7 –
ARPA Project

PROJECT NUMBER: - Ahuli Drainage Project

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

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

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

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

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

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

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

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. Covington will complete boundary surveying to determine the city right of way and easements within the affected project area.

Permitting:

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

Engineering and Design:

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

Bidding:

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

Construction Inspection and Administration:

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

Task	Fee
Surveying	\$ 45,500.00
Engineering, Design, and Permitting	\$ 48,500.00
Bidding	\$ 5,000.00
Construction Inspection and Administration	\$ 32,000.00

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

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

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$131,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.


Both parties hereto represent that they have authority to enter into Work Assignment No. 7 Ahuli Drainage Project, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental



Ben Benvenuti, Principal Engineer



- LEGEND**
- EXISTING DRAINAGE DITCH/CHANNEL/CANAL/ POND/BAYOU/CREEK
 - EXISTING DRAINAGE STRUCTURE
 - SFHZ A AND X (2%)
 - FLOWWAY
 - ▲ FLOW ARROWS



EXHIBIT "C"

WORK ASSIGNMENT
WORK ASSIGNMENT NO 9 –
ARPA Project

PROJECT NUMBER: - Bayou Drive Drainage Project

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

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

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

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

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

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

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

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. Covington will complete boundary surveying to determine the city right of way and easements within the affected project area.

Permitting:

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

Engineering and Design:

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

Bidding:

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

Construction Inspection and Administration:

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

Task	Fee
Surveying	\$ 5,000.00
Engineering, Design, and Permitting	\$ 40,000.00
Bidding	\$ 5,000.00
Construction Inspection and Administration	\$ 26,000.00

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

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

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$76,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.

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

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental



Ben Benvenuti, Principal Engineer

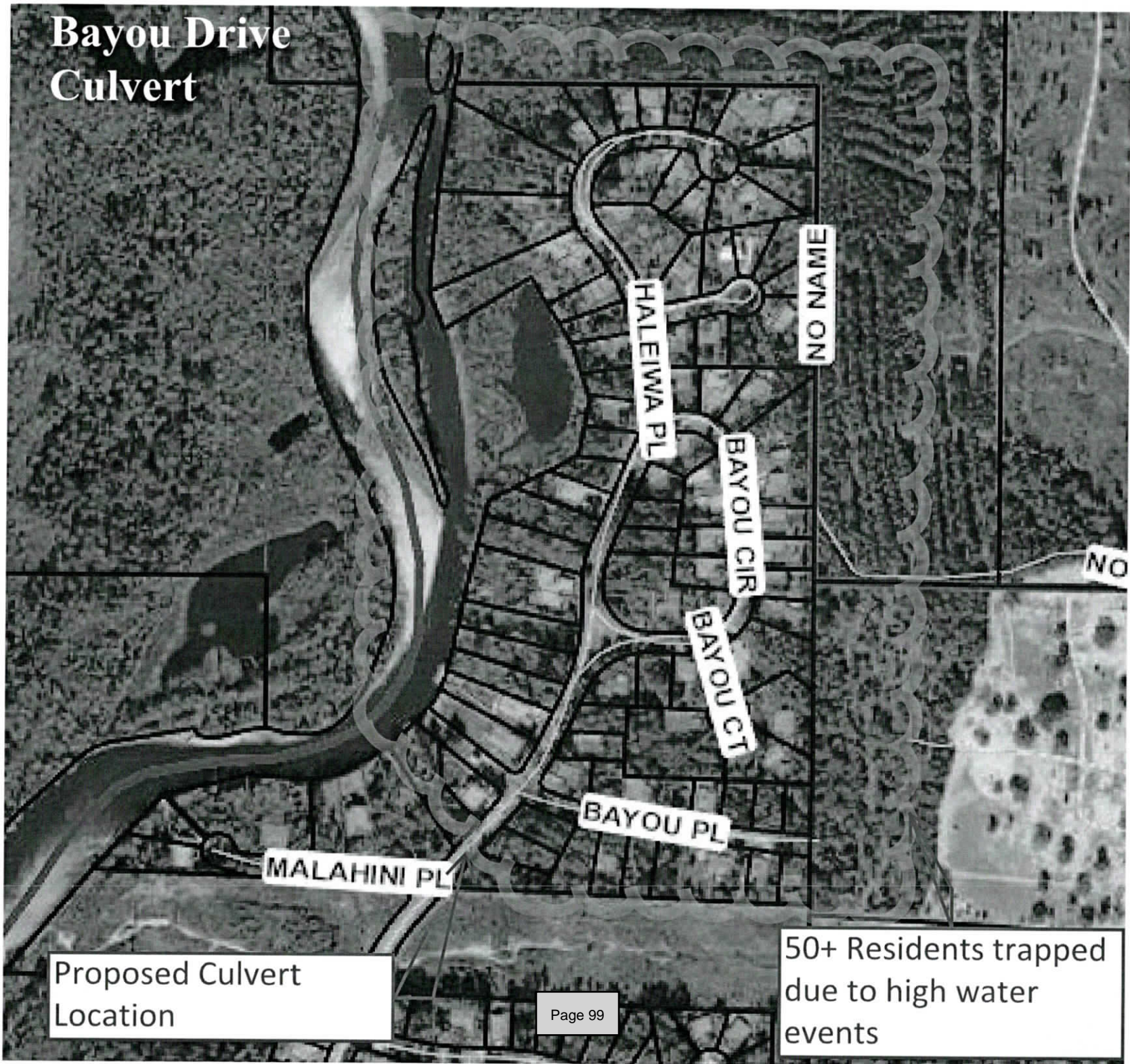
BAYOU DRIVE CULVERT



Culvert Location to provide emergency access to 50+ homes

Bayou Drive Culvert

Item No. 11.



Proposed Culvert
Location

50+ Residents trapped
due to high water
events

EXHIBIT "C"

WORK ASSIGNMENT
WORK ASSIGNMENT NO 8 –
ARPA Project

PROJECT NUMBER: - East Aloha Drive and Veterans Drive (Substation) Drainage Project

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

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

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

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

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

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

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

Survey:

Covington will complete a topographic survey within the project area identified in the attached map. The survey will identify roadway cross sections at critical points, ditch centerline and cross sections at critical points, underground utilities marked by MS811 and drainage structures and pipe inverts. Covington will complete boundary surveying to determine the city right of way and easements within the affected project area.

Permitting:

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

Engineering and Design:

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

Bidding:

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

Construction Inspection and Administration:

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

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

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

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

DBEGOAL

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

KEY PERSONNEL

CITY

Jon McCraw, City Manager

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

Ben Benvenuti, Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$21,000.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase. Budgets may be modified across tasks as long as the total fee is not exceeded.

Both parties hereto represent that they have authority to enter into Work Assignment No. 8 East Aloha Drive and Veterans Drive (Substation) Drainage Project, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

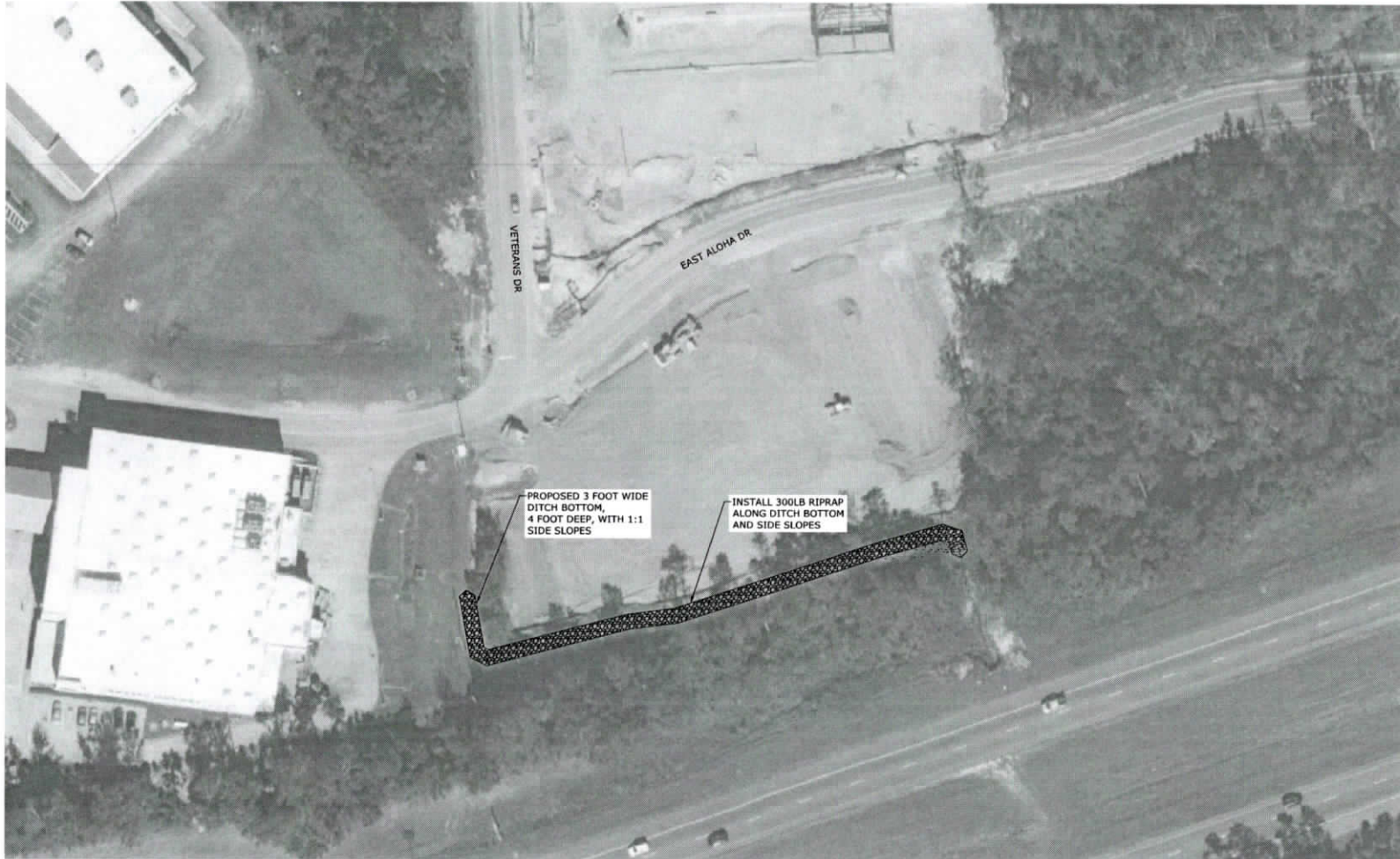
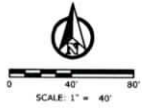
City of Diamondhead

Jon McCraw, City Manager

Covington Civil and Environmental



Ben Benvenuti, Principal Engineer



--

NO.	DATE	REVISION/ISSUE

CITY OF DIAMONDHEAD
 CAPITAL IMPROVEMENTS PROJECT
 EAST ALOHA DR. AND VETERANS DR.
 DRAINAGE IMPROVEMENTS

1 EAST ALOHA DR./VETERANS DR. DRAINAGE IMPROVEMENTS
 CIP-5 SCALE: 1"=40'

DATE: 6/30/2023	SCALE: AS NOTED
DRAWN BY: A. LEVENS	DESIGNED BY: S. McLELLAN
CHECKED BY: A. LEVENS	PROJECT NO: 16175

1

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 – Coon Branch Amendment

CITY OF DIAMONDHEAD
WORK ASSIGNMENT
NO _____

ENGINEER’S PROJECT NUMBER: - 17-057 Coon Branch Drainage Improvements Project

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

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

- 1. Basic Services (design, bidding and construction administration) - \$ 72,500.00
 - 2. Topographic - \$ 40,000.00
 - 3. boundary surveying - \$ 10,000.00
 - 4. Drainage analysis - \$ 12,000.00
 - 5. Permitting - \$ 18,000.00
 - 6. Construction inspection - \$ 33,750.00
- Amendment Total - \$ 186,250.00
Previous WA Amount - \$291,850.00
Revised WA Amount - \$478,100.00

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

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

DBEGOAL

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

KEYPERSONNEL

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

CITY

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

PROGRESS SCHEDULE

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

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

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$186,250.00 _____ (Total of all Charges) without the prior written consent of both parties.

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

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Christina Shurley	Senior Professional Engineer	145.00
Alex Bertagnolli	Senior Cad	90.00

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

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

City of Diamondhead

Authorized Signature

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

Printed Name: _____

Signature: _____

ATTEST: _____

EXHIBIT "D" FEES AND EXPENSES

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

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

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

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

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

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

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

Direct costs:

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

Direct Salaries:

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

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

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

Date _____

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

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Engineer's Project No _____ Mississippi

City Work Assignment No. _____

Engineer: _____

-----:
-

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

NOTE:

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

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

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

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"

PROGRESS REPORT

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

Report Submitted by _____

Date: _____

EXHIBIT "G"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SO CERTIFIED this. ____ day of. _____, 20 ____ -

{Enter Consultant's Name}

{Print or Type}

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"

PRIME CONSULTANT / CONTRACTOR EEV
CERTIFICATION AND AGREEMENT

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

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

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor /Consultant

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

NOTARY PUBLIC
My Commission Expires : _____

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

MASTER SERVICE AGREEMENT RATES

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



City of Diamondhead, MS

Docket of Claims Register -

Item No. 13.

APPKT02024 - 8.1.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT230917	AGJ	08/01/2023	106700 MSP-106454	MONTHLY IT SUBSCRIPTIONS	001-140-605.00	Professional Fees - IT	2,401.28
							36.00
							250.00
							2,019.78
							36.00
DKT230918	Amazon com LLC	08/01/2023	1Q4K-RWKK-YX6L	PADDLE PARADISE SUPPLIES	001-280-501.00	Office Supplies	729.57
							103.58
							119.98
							11.75
							201.80
DKT230919	B&J PITT STOP LLC	08/01/2023	11-0189822 11-0189857	OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	117.45
							45.00
							72.45
							475.00
							30.57
DKT230920	CADENCE EQUIPMENT FINANCE	08/01/2023	739499	COPIER LEASE AGREEMENT -- 22 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	444.43
							001-800-830.07
DKT230921	Coast Electric Power Association	08/01/2023	7/18/23-026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	55.62
DKT230922	Covington Civil and Environmental LLC	08/01/2023	16422.08-18	CITY ENGINEER SERVICES	001-301-601.00	Professional Fees - Consulting	3,000.00
DKT230923	CSpire Cell Service	08/01/2023	JULY 2023	CELLULAR SERVICE FOR JULY	001-140-632.00	Telephone - Cell	977.09
							47.62
							343.30
							174.48
					001-200-612.00	Internet	411.69
					001-280-632.00	Telephone - Cell	
					001-301-632.00	Telephone - Cell	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230924	CUSICK & WILLIAMS, PLLC	08/01/2023	1004	GENERAL MATTERS -- JULY	001-140-603.00	Professional Fees - Legal	10,812.50	17,718.75
			1005	PLANNING AND ZONING -- JULY	001-280-603.00	Professional Fees - Legal	2,437.50	
			1006	CITY PROSECUTOR -- JULY	001-110-603.00	Professional Fees - Legal	3,000.00	
			1007	LANGKOPP VS CODH -- JULY	001-280-603.00	Professional Fees - Legal	62.50	
			1008	MAKIKI BOND CLAIM - GENERAL MATTERS -- JULY	001-140-603.00	Professional Fees - Legal	1,406.25	
DKT230925	DAMIAN HOLCOMB	08/01/2023	7/25/2023	COURT APPOINTED ATTORNEY - ROBERT FOREMAN	650-110-110.00	Court Bond Holding	200.00	200.00
DKT230926	DIAMONDHEAD COUNTRY CLUB & POA	08/01/2023	AUGUST 2023	RENTAL OF MAINTENANCE YARD -- AUGUST	001-301-640.00	Rentals	1,000.00	1,000.00
DKT230927	Diamondhead True Value	08/01/2023	A438360	FIRE ANT KILLER	001-301-501.00	Supplies	25.99	257.03
			A438804	BAR & CHAIN OIL - CHAINSAWS	001-301-571.00	Repairs & Maintenance - Equipment	18.99	
			A439019	HILLMAN ITEMS	001-301-571.00	Repairs & Maintenance - Equipment	5.46	
			A439339	FA #74 HILLMAN ITEMS	001-301-571.00	Repairs & Maintenance - Equipment	2.22	
			A439415	PADLOCK, DRILL BIT, SCREW EXTRACTOR	001-301-571.00	Repairs & Maintenance - Equipment	10.99	
					001-301-501.00	Supplies	26.99	
					001-301-571.00	Repairs & Maintenance - Equipment	4.49	
			A439728	8801 TESTER	001-301-501.00	Supplies	13.80	
			A439783	60W LIGHT BULB	001-140-501.00	Supplies	3.99	
			A439792	BI-MTL BLADE	001-301-501.00	Supplies	15.19	
			A440391	ELEC TAPE, UTIL KNIFE, SK2 BLADE	001-301-501.00	Supplies	27.95	
			A440781	HYDRAULIC FLUID	001-301-571.00	Repairs & Maintenance - Equipment	58.99	
			A440902	EXHAUST FLUID	001-301-501.00	Supplies	41.98	
DKT230928	Diamondhead Water and Sewer District	08/01/2023	8/10/23-020	WATER	001-140-630.00	Utilities - General	144.51	
					001-140-630.00	Utilities - General	72.26	
			8/10/23-021		001-301-630.00	Utilities - Streetlights & Other	23.95	
			8/10/23-170		001-301-630.00	Utilities - Streetlights & Other	34.92	
			8/10/23-2070		001-301-630.00	Utilities - Streetlights & Other	23.95	
			8/10/23-2075		001-301-630.00	Utilities - Streetlights & Other	23.95	
			8/10/23-2080		001-301-630.00	Utilities - Streetlights & Other	23.95	
			8/10/23-830		001-301-630.00	Utilities - Streetlights & Other	23.95	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230929	Diaz Brothers Printing	08/01/2023	6294	OPEN JAM SIGNS	001-140-650.00	Promotions	60.00	60.00
DKT230930	Enmon Enterprises	08/01/2023	MGC07230147	MONTHLY CONTRACT FOR JULY	001-140-633.00	Professional Fees -- Cleaning/Janitorial	2,799.00	2,799.00
DKT230931	Eric Nolan	08/01/2023	2022000354	TREE REMOVAL- 780 HILO WAY	001-280-681.00	Other Services & Charges	100.00	100.00
DKT230932	Fuelman	08/01/2023	NP64745280 NP64767203	FOR THE WEEK ENDING 7.16.23 FOR THE WEEK ENDING 7.23.23	001-200-525.00 001-200-525.00 001-280-525.00	Fuel Fuel Fuel	950.96 909.69 76.37	1,937.02
DKT230933	Kirks Tire Pros	08/01/2023	65066	UNIT 032 TIRES AND ALIGNMENT	001-200-635.00	Professional Fees - R&M Outside Services	679.35	679.35
DKT230934	Lowes Home Improvement	08/01/2023	961208-LKFZPI	ANCHORS AND DRILL - POLICE DEPT	001-200-501.00 001-200-505.00 001-200-501.00	Supplies FF&E Non-Capitalized Supplies	9.48 283.11 12.33	304.92
DKT230935	Marvin J Bobinger III	08/01/2023	JULY 2023	LOBBYING SERVICES FOR JULY	001-653-601.00	Professional Fees - Consulting	4,000.00	4,000.00
DKT230936	Napa of Bay St Louis	08/01/2023	354423 354425 354793 354883 354885 355029 355136 355186	V-BELT, 4-10 FA#449 ALTERNATOR FA#74 FORD TRACTOR HOSE FITTINGS UNIT #287 REPAIR PARTS HOSE FITTINGS, 6 & 8 MXTXREEL, ADAPTERS V- BELT V-BELT - FA #449	001-301-571.00 001-301-571.00 001-301-571.00 001-301-571.00 001-200-570.00 001-200-570.00 001-301-571.00 001-301-571.00 001-301-571.00	Repairs & Maintenance - Equipment Repairs & Maintenance - Equipment Repairs & Maintenance - Equipment Repairs & Maintenance - Equipment Repairs & Maintenance - Vehicle Repairs & Maintenance - Vehicle Repairs & Maintenance - Equipment Repairs & Maintenance - Equipment Repairs & Maintenance - Equipment	99.99 21.59 75.71 183.31 358.43 161.12 93.39 29.59 21.99	1,045.12
DKT230937	Petes Services	08/01/2023	702186	FILL SAND	001-301-583.00	Gravel, Sand, Rip Rap	320.00	320.00
DKT230938	Skinnners AC Service & Repair Inc	08/01/2023	7/12/23	JUDGE'S CHAMBERS AC UNIT	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	480.00	480.00
DKT230939	SLIDELL ARMY SURPLUS INC	08/01/2023	230727	BADGES AND BADGE HOLDER	001-200-535.00 001-200-535.00	Uniforms Uniforms	21.75 217.78	239.53

Docket of Claims Register - Council

APPKT02024 - Item No. 13.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230940	South MS Business Machines Gulfport	08/01/2023	333768 -58 441053	PAYMENT 58 OF 60 -- ADMIN PER COPY CHARGE FOR JULY	001-280-642.00 001-280-506.00	Rent - Copier Copier Usage/Maintenance	281.28 64.54	345.82
DKT230941	Southern Printing	08/01/2023	231958 232570 232768 232769	CODE ENFORCEMENT POLO SHIRTS PUBLIC WORKS POLOS POLICE UNIFORM POLOS	001-280-535.00 001-280-535.00 001-280-535.00 001-301-535.00 001-301-535.00 001-301-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00 001-200-535.00	Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms Uniforms	51.00 66.00 78.00 90.00 230.00 200.00 25.50 63.00 39.00 39.00 170.00 69.00	1,120.50
DKT230942	Timothy A Kellar Chancery Clerk	08/01/2023	8708	FEMA RECORDING FEES	001-140-694.00	Collection Fees	27.00	27.00
DKT230943	UMB Card Services	08/01/2023	17505/18146 454239 8NJ3C4H5YKKGDV	PICNIC TABLES AND UMBRELLAS MONTHLY CHARGES FOR CONSTANT CONTACT CTC - CAR FRESHENER - 350 COUNT	001-653-650.00 001-140-650.00 001-140-623.00 001-000-066.00	Promotions Promotions Membership Dues/Fees Prepaid Other	1,259.82 347.70 52.00 325.95	1,985.47
DKT230944	UniFirst Corporation	08/01/2023	1530086316 1530087703	UNIFORM RENTAL FOR THE WEEK ENDING 7/17/23 UNIFORM RENTAL FOR THE WEEK ENDING 7.24.23	001-301-535.00 001-301-535.00	Uniforms Uniforms	144.34 144.34	288.68
DKT230945	Waste Management	08/01/2023	0809779-4768-0	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	68.83	68.83
DKT230946	WILLIAM RICHARDSON	08/01/2023	651	PORTICO REPAIRS	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	9,745.00	9,745.00
Total Claims: 30							Total Payment Amount:	52,849.47



DIAMONDHEAD MUNICIPAL COURT
5000 Diamondhead Circle
Diamondhead, MS 39525
Tel.: (228) 222-4626
Fax: (228) 222-4390

Robert H. Johnson, Jr., Judge
Derek Cusick, Prosecutor
Lolita McSwain, Court Clerk
Lauren Prater, Deputy Clerk

August 9, 2023

To: DIAMONDHEAD CITY MANAGER

STATS FOR THE MONTH OF JULY 2023

Number of Tickets written: 13
Violation City Animal Ordinance: 0
Leash Law Violations: 0

Total fines and fees collected: \$1,135.50
State portion of the fees collected: \$610.98
Wireless Communication portion collected: \$38.02
Crime Stopper Fund: \$4.00
Remaining balance the City of Diamondhead receives: \$482.50

Total inmates held and billed for jail housing: 5
(Housing cost rate of \$20 per day per inmate)
5 inmates @ a total of 7 days = \$140.00

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

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

ORIGINATION: 0/00/0000 THRU 7/31/2
DUE: 7/01/2023 THRU 99/99/9
RESOLUTION: 0/00/0000 THRU 99/99/9

STATUS	-----PRIORITY-----									TOTAL
	1	2	3	4	5	6	7	8	9	
ACTIVE	39									39
CLOSED	156									156
VOIDED										
SUSPENDED										
TOTALS	195									195

TASK CODE	-----SEQUENCES-----	COUNT
DOCUMENT		4
INSPECTION		118
REINSPECTION		62
REVIEW		11
TOTAL INCIDENTS		195

*Inspection Reports
July 2023*

8/02/2023 9:15 AM
 PROJECTS: THRU ZZZZZZZZZZ
 PROJECT TYPE: All
 CONTRACTORS: All
 APPLIED DATES: 0/00/0000 THRU 99/99/9999
 STATUS INCLUDED: All

PROJECT MASTER REPORT

CONTRACTOR CLASS: All
 REPORT SEQUENCE: Project
 - All Contra
 EXPIRE DATES: 0/00/0000 THRU 99/99/
 ISSUED DATES: 7/01/2023 THRU 7/31/

PAGE:
 Item No.a

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	12	5,151.50
B02-ADD - RESIDENTIAL ADDITION	4	0.00
B04-ACC - RESIDENTIAL ACCESSORY	2	0.00
B05-REP - RESIDENTIAL REPAIR	8	149.00
ELEC-RES - RESIDENTIAL ELECTRICAL	9	350.00
FENCE-RES - RESIDENTIAL FENCE	8	0.00
FLAT-COM - COMMERCIAL FLATWORK	1	0.00
FLAT-RES - RESIDENTIAL FLATWORK	1	0.00
GAS-RES - RESIDENTIAL GAS	1	0.00
MECH-RES - RESIDENTIAL MECHANICAL	1	0.00
PLB-RES - RESIDENTIAL PLUMBING	1	0.00
PZ-01 - DEVELOPMENT	1	0.00
PZ-06 - VARIANCE	1	0.00
PZ-09 - TEXT AMENDMENT	1	0.00
TREE - TREE REMOVAL	2	0.00
*** TOTALS ***	53	5,650.50

*Project Reports
 July - 2023*

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE DATES: 7/01/2023 TO 7/31/2023

LICENSE CODES: Include: PRIV-MFG, PRIV-RET, PRIV-SERV

EXPIRATION DATES: 0/00/000

CLASSES: Include: PRIV

COMMENT: Item No.a

STATUS: ACTIVE

PAY STATUS:

CITY LIMITS: INSIDE, OUTSIDE

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED	CHARGES	BALANCE
01700	PRIV-SERV	TMA MISTRY LLC 103 LIVE OAK DR	(RAMADA ACTIVE	PRIV LODGING	7/12/2023	7/12/2023	13.32	0.00
	7/12/23- 9/30/23							
FEE CODE	INPUT LABEL	INPUT AMOUNT	FEE	ADJUSTMENTS	PAID	BALANCE	DATE PAID	
SCHED C	INVENTORY	6.0000	13.32	0.00	13.32	0.00	7/13/2023	

REPORT TOTALS:

1 LICENSES

Privilege License
July-23

CODE ENFORCEMENT

Item No.a.

Code Violations Through	July	Total	Closed	Open
Abandoned Vehicles		1	1	0
Abandoned/Dilapidated/Deteriorated House (unoccupied)		0	0	0
Advertising/Solicitation		0	0	0
ATV		0	0	0
Boats		1	1	0
Camper		2	2	0
Cars in Yard		0	0	0
Construction Equipment		0	0	0
Dumpster (commercial)		0	0	0
Dumpster (residential)		0	0	0
Fence		1	1	0
Furniture in Yard		0	0	0
Golf Carts		0	0	0
Graffiti		0	0	0
High Grass (overgrown)/Shrubs		10	10	0
Jet Ski		0	0	0
Lack of Maintenance (structure)		0	0	0
Parking		2	2	0
Permit		2	2	0
POD		0	0	0
Pool		0	0	0
RV		0	0	0
Signs		7	7	0
Slab/Driveway Removal		0	0	0
Trailers		4	4	0
Trash & Rubbish		5	5	0
Trash Cans		0	0	0
Unapproved Structure		1	1	0
Cumulative Totals		36	36	0