



Mayor Liese	
Councilmember Maher	At-Large
Councilmember Finley	Ward 1
Councilmember Sheppard	Ward 2
Councilmember Harwood	Ward 3
Councilmember Clark	Ward 4

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, November 04, 2025

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 Tuesday, November 18, 2025 at 6:00 p.m. in the Council Chambers located at City Hall.
- b. The Diamondhead BBQ and Brews will be held Saturday, November 8, 2025 from 4:30 - 8:00 p.m. at City Hall. The Veterans Day Parade will begin at 4:30 p.m.
- c. Proclamation - Recognize 250 years of the United States Postal Service

City Manager's Report.

Public Comments on Agenda Items.

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve October 21, 2025 Regular Meeting Minutes.

Resolutions:

2. **PUBLIC HEARING 2025-266:** Motion to adopt Resolution 2025-055 to adjudicate that the property located at 9920 Honomu Court, Diamondhead, Mississippi is in a state of uncleanness and a menace to the public health, safety and welfare of the citizenry, that the City Clerk is hereby authorized to advertise for bids, obtain quotes or utilize city resources to bring property into compliance with city ordinances and for other related purposes. The Parcel No. 067H-2-25-365.000 and the property owner is Roxanna L. Troia (Life Estate).
3. **2025-268:** Motion to adopt Resolution 2025-056 thereby authorizing the Mayor to enter into an agreement with the Municipal Intercept Company, LLC (MIC) to collect the city's debt between MIC and the City as authorized by the Local Government Debt Setoff Act, to designate the City Clerk to serve as the Debt Setoff Coordinator pursuant to and in accordance with the Agreement and for other related purposes.

4. **2025-273:** Motion to adopt Resolution 2025-057 thereby increasing the annual solid waste fee from \$186.00 (\$15.50 monthly) to \$210.00 (\$17.50 monthly) or 12.91% per household for residents within the incorporated area of Diamondhead beginning January 1, 2026 and for other related purposes.

Consent Agenda:

5. **2025-262:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$2,845.00 for Diamondhead Paving 2025, in the amount of \$4,250.00 for Kome Dr and Fairway Dr Drainage Project, in the amount of \$795.00 for Site Development Plan, in the amount of \$3,135.00 for On Call Survey Services, in the amount of \$1,530.00 for Annual Unit Price Contract, in the amount of \$4,900.00 for East Aloha Phase II Sidewalks and in the amount of \$72,000.00 for Diamondhead Paving 2026.
6. **2025-263:** Motion to approve change order #4 in the amount of -\$16,230.34 which decreases the contract time by four (4) days and final pay application #8 in the amount of \$60,201.38 to JLB Contractors, LLC for the Kome Drive and Kalipekona Pond Drainage Project.
7. **2025-270:** Motion to enter into agreement with Metrix Solutions for the the purchase of one (1) License Plate Reader camera and data storage for five cameras in the amount of \$3,850.00 annually and an additional one-time fee of \$2,200.00 to install four (1 new and 3 city-owned) cameras at the roundabout entrance.
8. **2025-271:** Motion to accept the low bid received from J.E. Talley Construction, Inc. in the amount of \$3,277,820.00 for the Canal Dredging Project and authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.

Action Agenda.

9. **2025-264:** Motion to authorize the creation and installation of an outdoor free food pantry box to be located on City Hall property. The purpose of this initiative is to help address local food insecurity by providing 24/7 access to non-perishable food items for residents in need. The pantry will operate on a “take what you need, leave what you can” model and be maintained in partnership with local volunteers and organizations. (Liese)
10. **2025-267:** Motion to approve the Planning Commission recommendation to allow a covered patio addition within 11 feet of the rear yard property line. The address is 784 Maui Circle. Tax parcel number is 131A-0-01-064.000. The property is in a R-6 zoning district. The rear yard setback for an addition is 20’. The variance requested is 9’. The Case File Number is 202500630.
11. **2025-269:** Motion to approve Memorandum of Understanding Between The City of Diamondhead, Diamondhead Country Club & Property Owners' Association, Inc. and Purcell Co., Inc. regarding the donation and conveyance of certain DHPOA-owned amenities and properties to the City of Diamondhead.
12. **2025-272:** Motion to establish salary and enter into contract with R. Hayes Johnson, Jr. Esq., for Municipal Court Judge.

Routine Agenda.

Claims Payable

13. Motion to approve Docket of Claims (DKT233267 - DKT233290) in the amount of \$257,945.44.

Department Reports

[a.](#) September 2025 Financials

Public Comments on Non-Agenda Items.

Council Closing Comments

Executive Session - If Necessary

Adjourn/Recess.

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

PROCLAMATION

Item No.c.

Whereas, The United States Postal Service has played a significant role in the historical development of the United States of America from the establishment of roads, railways, and airlines, and a vital part of the fabric binding together the people of this country, and

Whereas, The Universal Service Obligation (USO) in current law which enables the population to receive equal and affordable services no matter who we are or where we live in a democratic right of the people, and

Whereas, The United States Postal Service serves 169 million addresses six, and sometimes, seven days a week, and

Whereas, The United States Postal Service does not receive taxpayer money but rather runs on its own revenue created by postage and postal products, and

Whereas, Due to its public mission, the United States Postal Service is a low-cost anchor of the \$1.3 trillion dollar mailing and package industry which supports 7 million jobs across the country, and

Whereas, The United States Postal Service is an important source of good, union, living-wage jobs with fair hiring practices and equal pay for equal work for workers from all walks of life, and is one of the largest employers of Veterans, and

Whereas, Any effort to privatize the United States Postal Service, in whole or in part, would undermine the very public mission of the United States Postal Service, the Universal Service mandate and the dedicated work of hundreds of thousands of public servants, and

Whereas, While communication habits are always changing, the United States Postal Service remains a vital source of communications, the exchange of ideas, financial transactions, private and secure correspondence, mail-order medications, mail-in voting and e-commerce packages, and a host of opportunities for new and expanded services, and

Whereas, The United States Postal Service is owned by the people and is a wonderful National Treasure encapsulating the best of government "of, by, and for the people" and

Whereas, The United States Postal Service shall be operated as a basic and fundamental service provided to the people by the Government of the United States, authorized by the Constitution, created by Act of Congress and supported by the people. The Postal Service shall have as its basic function the obligation to bind the Nation together... and be it further

Resolved, As the City of Diamondhead was established in 1912, The United States Postal Service has faithfully served the City of Diamondhead for 13 of its 250 years, from the delivery of utility bills, essential government communications, and personal correspondence and the City of Diamondhead recognizes, honors, and salutes the dedication of postal workers while affirming its support for a robust and thriving public Postal Service for Generations to come.

Proclaimed by the Mayor and City Council on this the 4th day of November 2025.

Mayor Anne Hise



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, October 21, 2025
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

At 6:00 p.m. Mayor Liese called the meeting to order.

Invocation - Councilmember Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Anna Liese

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Ricky Sheppard - Via teleconference

Ward 3 Jessie Harwood

Ward 4 Austin Clark

Confirm or Adjust Agenda Order

Motion made by Ward 1 Finley, Seconded by Ward 3 Harwood to confirm the agenda.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday, November 4, 2025 at 6:00 p.m. in the Council Chambers located at City Hall.
- b. Diamondhead Police Department's National Night Out will be held on Wednesday, October 22, 2025 from 5:30 - 7:00 p.m. at City Hall.
- c. The Diamondhead BBQ and Brews will be held Saturday, November 8, 2025 from 4:30 - 8:00 p.m. at City Hall. The Veterans Day Parade will begin at 4:30 p.m.

City Manager's Report.

CITY MANAGER REPORT
October 21, 2025

1. POA Amenities – The POA Board of Directors has voted to donate certain amenities to the city. Derek will be working with Rick Tubertini to finalize the Deed of Dedication and resolutions. Our goal is to have this for the next council meeting and POA meeting.

2. Blessing of the Classics – The Crusin the Coast event in Diamondhead was a great success. Over 225 classic cars participated in this year’s parade.
3. MDOT Projects – The contractor installed the signage last week. Once the engineers update the drawings for the railing along the multimodal path, the contractor will be back out to install and complete the project.
4. Coon Branch – The project is 180 days with a current end date of December 13th. The contractor is currently working on the installation of the culverts between the houses. The engineer is checking with the contractor to discuss current timeline.
5. Canal Dredging – A pre-bid meeting was yesterday. Several contractors were in attendance, and several additional questions were asked and answered. The bids are due on October 29th.
6. Jourdan River Boardwalk – The engineers have finalized plans and discussed with MDEQ at the monthly review meeting.
7. Montjoy Creek – The MDMR is requiring an additional public notice comment period for adjacent property owners. This period will be 30 days for submission of comments.
8. Rotten Bayou Nature Trail – The engineer has asked Public Works to clear/mow the trail to complete the surveying of the trail. Once we complete the survey, we will work on the lease from the Secretary of State and Purcell.
9. Dog Park – The project is out for bid. They are due on November 13th. Public Works is working on clearing the park area. CES is currently removing the debris from this area.
10. Hazard Mitigation Grant Program – The appraiser is completing the reports on the property acquisition project. As soon as I have the updated appraisals, I will submit them to MEMA.
11. Landscaping Project – The city met with Keep Diamondhead Beautiful and their landscape architect. We are currently waiting for the final design. The city will assist in completing the architect’s design.
12. Bank Stabilization – **No Update this month.** The next step for this project will be to work on easement acquisition. Once complete, the engineers can finalize the design.
13. Pelican Cove Drainage Project – **No Update this month.** The engineer is finalizing the plans and specifications for this project. Once ready, we will be requesting permission to advertise.
14. Fitness Park – **No Update this month.** Public Works will start clearing the property next to Ochsner Medical and the new multimodal trail. Once cleared, they will install the equipment provided by Ochsner.
15. Commercial District – **No Update this month.** The engineers’ design and specification for phase 3 of the commercial district project is near completion. The city is currently waiting for the final property acquisition. Once we have both properties, we will submit this to the council for approval.

Public Comments on Agenda Items - None

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve October 7, 2025 Regular Meeting Minutes.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve October 7, 2025 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Resolutions:

2. **2025-257:** Motion to adopt Resolution 2025-052 appointing Michael White to the position of Planning and Zoning Commissioner, Ward 1 for a four (4) year term, effectively immediately. (Finley)

Motion made by Ward 1 Finley, Seconded by Ward 3 Harwood to adopt Resolution 2025-052 appointing Michael White to the position of Planning and Zoning Commissioner, Ward 1 for a four (4) year term, effectively immediately.

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

MOTION CARRIED UNANIMOUSLY

3. **2025-259:** Motion to adopt Resolution 2025-053 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 73 and 74, Glenn Eagle Phase 1. The parcel numbers are 067P-0-35-033.000 and 067P-0-35-034.000. The physical address is 7515 Cherryhill Dr.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Harwood to adopt Resolution 2025-053 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 73 and 74, Glenn Eagle Phase 1. The parcel numbers are 067P-0-35-033.000 and 067P-0-35-034.000. The physical address is 7515 Cherryhill Dr.

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

MOTION CARRIED UNANIMOUSLY

4. **2025-260:** Motion to adopt Resolution 2025-054 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 53 and 54, Diamondhead Phase 1, Unit 4, Block 1. The parcel numbers are 067F-1-26-131.000 and 067F-1-26-131.000. The physical address is 10614 Limu Way.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to adopt Resolution 2025-054 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 53 and 54, Diamondhead Phase 1, Unit 4, Block 1. The parcel numbers are 067F-1-26-131.000 and 067F-1-26-132.000. The physical address is 10614 Limu Way.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 2 Sheppard, Seconded by Ward 3 Harwood to approve the following consent items:

5. **2025-255:** Motion to enter into Agreement for Professional Services with Covington Civil & Environmental, LLC for City Engineer for a term of four (4) years at the rates established in Exhibit B of the agreement.
6. **2025-256:** Motion to enter into Master Services Agreement for Engineering Contracts for General Services and Federal Projects with Chiniche Engineering and Surveying, MP Designs, Covington Civil & Environmental and Neel-Schaffer for a term of four (4) years ending October 29, 2029.
7. **2025-258:** Motion to approve change order in the amount of -\$52,825.20, final pay application 3 in the amount of \$102,087.85 to Gulf Pride Paving, LLC and close out documents for the Diamondhead Paving Project 2025.
8. **2025-261:** Motion to approve Change Order No. 2 to the contract with SCI, LLC. in the net amount of \$6,252.71 for a total contract amount of \$1,275,095.91 for the Coon Branch Drainage Project.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

9. Motion to approve Docket of Claims (DKT233237 - DKT233265) in the amount of \$255,523.27.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 1 Finley to approve Docket of Claims (DKT233237 - DKT233265) in the amount of \$255,523.27.

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

MOTION CARRIED UNANIMOUSLY

10. Motion to approve Payroll Payables DKT233169 in the amount of \$90.72, DKT233223-DKT233234 in the amount of \$44.304.65, PRCLAIM000251 in the amount of \$28,114.80, PRCLAIM000252 in the amount of \$28,104.65 and PRCLAIM000253 in the amount of \$3,028.37.

Motion made by Ward 3 Harwood, Seconded by Mayor Liese to approve Payroll Payables DKT233169 in the amount of \$90.72, DKT233223-DKT233234 in the amount of \$44.304.65, PRCLAIM000251 in the amount of \$28,114.80, PRCLAIM000252 in the amount of \$28,104.65 and PRCLAIM000253 in the amount of \$3,028.37.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the following department reports.

a. Court

Police

Building

Code Enforcement

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Council Closing Comments

Adjourn/Recess.

At 6:18 p.m. with no further business to come before the council, motion made by Ward 4 Clark, Seconded by Ward 3 Harwood to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Anna Liese
Mayor

Jeannie Klein
City Clerk





October 10, 2025 at 1:54 PM
992 Hononu Ct
Diamondhead MS 39525



COPY

5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-222-4626 Fax: 228-222-4390
www.diamondhead.ms.gov

October 10, 2025

Roxanna L Troia and Joseph J Fallo, II
9920 Honomu Ct
Diamondhead, MS 39525

RE: Notice of Violation
9920 Honomu Ct
Parcel # 067H-2-25-365.000

Dear Roxanna L Troia and Joseph J Fallo, II:

This letter will serve as your official notification that the premises and exterior property at the above referenced location has not been maintained in a manner that is compatible and harmonious with properties in the general area (shrubs, bushes, high grass and weeds that exceed 6" in height, tree branches, glass, wooden drawers, miscellaneous trash and debris). In accordance with the International Property Maintenance Code, Section 302.4, "All premises and exterior property shall be maintained free from weeds and grass or plant growth in excess of 6". Also, in accordance with the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.7 – Care of Premises and Property, "It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items as listed above, including, but not limited to, weeds, dead trees, trash, garbage, etc. Furthermore, the general site and/or premises shall be maintained in general with particular reference to ensuring that appearance will be and remain compatible and harmonious with properties in the general area and will not be so at variance with other properties in the general area as to cause a substantial depreciation of such property values".

Violations of one or more of the following laws, statutes, codes or ordinances were identified:
Section 302.4, International Property Maintenance Code (IPMC),
Section 16.7 – Care of Premises and Property, City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019).

The violations are as follows: Incompliance with exterior property maintenance requirements, IPMC Section 302.4. and the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019) Section 16.7 – Care of Premises and Property.

Based on the violations identified, the City requests that you take the following corrective action:

Remove all shrubs, bushes, high grass and weeds that exceed 6" in height.

Remove all tree branches, glass, wooden drawers, miscellaneous trash and debris, etc.

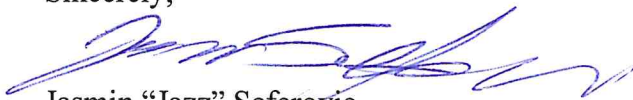
The City is asking that you please take the above action within the next **twenty-five (25)** days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above corrective actions within the **25** days provided, you are hereby given notice of and invited to attend a hearing before the Diamondhead City Council on **November 4, 2025, at 6:00 PM** in the City Council chambers at 5000 Diamondhead Circle, Diamondhead, MS 39525, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Diamondhead to re-enter the property for a period of two (2) years without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisements for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-222-4626, if you have any questions about this letter or if the requested corrective actions are taken within the TWENTY-FIVE (25) day period to avoid our proceeding with a hearing on your property.

If you have any questions, please contact the Code Enforcement on 228-222-4626. Thank you in advance for your attention to this matter.

Sincerely,



Jasmin "Jazz" Seferovic
Code Enforcement Officer

Cc: City Council
City Manager, City Attorney

COPY



5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-222-4626 Fax: 228-222-4390
www.diamondhead.ms.gov

September 30, 2025

Roxanna L Troia
9920 Honomu Ct
Diamondhead, MS 39525

RE: Notice of Violation
9920 Honomu Ct
Parcel # 067H-2-25-365.000

Dear Roxanna L Troia:

Recently, this office **noticed trash and debris** (glass, wooden drawers, miscellaneous trash and debris, etc.) located in the yard at the above-mentioned property. It is in violation of the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.7 – Care of Premises and Property and it states, “It shall be unlawful for the owner or occupant of a residential building, structure, or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, or parts thereof, ice box, refrigerator, stove, building material, building rubbish, or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items as listed above, including, but not limited to, weeds, dead trees, trash, garbage, etc. Furthermore, the general site and/or premises shall be maintained in general with particular reference to insuring that appearance will be and remain compatible and harmonious with properties in the general area and will not be so at variance with other properties in the general area as to cause a substantial depreciation of such property values.”

Also, it was noticed that the premises and exterior property at the above referenced location has not been maintained in a manner that is compatible and harmonious with properties in the general area (**high grass and weeds that exceed 6” in height.**) It is in violation of the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.7 – Care of Premises and Property, “...the general site and/or premises shall be maintained in general with particular reference to insuring that appearance will be and remain compatible and harmonious with properties in the general area and will not be so at variance with other properties in the general area as to cause a substantial depreciation of such property values. Also, in accordance with the International Property Maintenance Code, Section 302.4, 2012 edition, adopted by Ordinance of the City of Diamondhead, “All premises and exterior property shall be maintained free from

COPY

Item No.2.

weeds and grass or plant growth in excess of 6". All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens."

It is respectfully requested that you remove all trash and debris from the premises, cut the grass and remove all weeds within (7) days from the date of this letter. **If you fail to comply, Mississippi Code 21-19-11 (cleaning of private property) will take place, and you will be given a date to appear at the Public Hearing before the City Council.** "Section 21-19-11 - Determination that property or parcel of land is menace; authorized municipal employee may make the determination that property or parcel of land is menace under certain circumstances; notification to property owner; hearing; cleaning private property; cost and penalty as assessment against property." Please contact this office once you have resolved the violation or have questions regarding this matter. Thank you!

Together, let's keep Diamondhead beautiful!

Sincerely,



Jasmin "Jazz" Seferovic
Code Enforcement Officer
codeenforcement@diamondhead.ms.gov
228-222-4626 ext. 1798

COPY



5000 Diamondhead Circle
 Diamondhead, MS 39525-3260
 Phone: 228-222-4626 Fax: 228-222-4390
www.diamondhead.ms.gov

September 30, 2025

Joseph J. Fallo, II
 9920 Honomu Ct
 Diamondhead, MS 39525

RE: Notice of Violation
 9920 Honomu Ct
 Parcel # 067H-2-25-365.000

Dear Joseph J. Fallo, II:

Recently, this office noticed trash and debris (glass, wooden drawers, miscellaneous trash and debris, etc.) located in the yard at the above-mentioned property. It is in violation of the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.7 – Care of Premises and Property and it states, “It shall be unlawful for the owner or occupant of a residential building, structure, or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, or parts thereof, ice box, refrigerator, stove, building material, building rubbish, or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items as listed above, including, but not limited to, weeds, dead trees, trash, garbage, etc. Furthermore, the general site and/or premises shall be maintained in general with particular reference to insuring that appearance will be and remain compatible and harmonious with properties in the general area and will not be so at variance with other properties in the general area as to cause a substantial depreciation of such property values.”

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COPY

Item No.2.

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Together, let's keep Diamondhead beautiful!

Sincerely,



Jasmin "Jazz" Seferovic
Code Enforcement Officer
codeenforcement@diamondhead.ms.gov
228-222-4626 ext. 1798



**067H-2-25-
365.000**

Parcel Number: 067H-2-25-365.000
 Owner Name: TROIA ROXANNA L (LIFE ESTATE)
 Owner Address: 9920 HONOMU CT
 Owner City, State ZIP: DIAMONDHEAD, MS 39525
 Physical Address: 9920 HONOMU CT
 Improvement Type: RES
 Year Built: 1989
 Base Area: 1082
 Adjusted Area: 2092
 Actual Total Value: 110092
 Taxable Total Value: 0
 Estimated Tax: 1081.63
 Homestead Exemption: Yes
 Deed Book: 2019
 Deed Page: 5901
 Legal Description 1: 30 BLK 13 UN 7 PH 2
 Legal Description 2: DIAMONDHEAD
 Legal Description 3:

Close Export

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There came on for consideration at a meeting of the City Council of the City of Diamondhead, Mississippi, held on the 4th day of **November, 2025**, the following Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCEL OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITIZENRY OF THE CITY AND AUTHORIZING ADVERTISEMENT FOR BIDS OR TO OBTAIN QUOTE(S) TO HAVE SAID LAND CLEARED AND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTY

WHEREAS, the City Council of the City of Diamondhead, Mississippi, (the "City"), pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, finds, determines, and adjudicates, based upon the investigation of the City's Building Department, that the parcel of land described below are in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the citizenry of the City; and

WHEREAS, said property, as described herein, are within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi; and

WHEREAS, the parcel investigated by the Building Department and recommended by the Building Official for adjudication as being in such a state of uncleanness including, high grass and shrubs, as to be a menace to the public health, safety and welfare of the citizenry of the City are identified as: Roxanna L. Troia, 9920 Honomo Court, Diamondhead, MS, Parcel number 067H-2-25-365.000, Diamondhead Subdivision Phase 2, Unit 7, Block 13, Lot 30.

WHEREAS, notice to the property owners was provided by the City pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, by mail to Roxanna L. Troia, 9920 Honomo Court, Diamondhead, Mississippi, notice posted on the bulletin boards at City Hall, and notice posted on the property at Roxanna L. Troia, 9920 Honomo Court by Code Enforcement Officer Jasmin Seferovic, all within Diamondhead, Mississippi; and

WHEREAS, the City Council of the City of Diamondhead further find, determine and adjudicate that advertisement for bids or obtaining quotes to clean the above referenced property should be made in the form and manner as provided by law; and

WHEREAS, the City Council further find, determine, and adjudicate that the cost of the lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel per calendar year or the fair market value of the property subsequent to removal, whichever is less. Said amount including a penalty shall be assessed as a lien against said property as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, as other judgments are enrolled, and in the office of the Chancery Clerk of Hancock County, Mississippi; and

WHEREAS, the City Council of the City of Diamondhead further find, determine, and grant authority to the Building Department to re-enter the properties for a period of two (2) years without any further hearings if notice is posted on these properties and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the properties for resolution of the same type of violation.

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

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the property at 9920 Honomu Court, Diamondhead, Mississippi, be and hereby is declared to be a menace to the public health, safety, and welfare of the citizenry of the City of Diamondhead.

SECTION 3. The property owner is hereby given a minimum of **14** days to cure the menace on said property. If the property owner fails to cure the menace, that the City Clerk be and hereby is authorized to advertise for bids or obtain quote(s) and/or utilize city resources to cut and clean

the property (remove all shrubs, bushes, high grass and weeds that exceed 6” in height and miscellaneous trash and debris) and remove all to a proper disposal site as described hereinabove and lying within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi.

SECTION 4. That the cost of cleanup of the herein described properties, including any penalty assessed, shall be a lien against said properties as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, and in the office of the Chancery Clerk of Hancock County, Mississippi.

SECTION 5. That the Council of the City of Diamondhead further find, determine, and hereby grant authority to the Building Department to re-enter the properties not more than five (5) times for a period of two (2) years without any further hearings if notice is posted on these properties and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the properties for resolution of the same type of violation.

Councilmember _____ moved for the adoption of the Resolution, which was seconded by Councilmember _____.

Upon being put to a roll call vote, the following ballots were cast:

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Sheppard	___	___	___
Councilmember Harwood	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___
Mayor Liese	___	___	___

WHEREUPON, the Mayor declared the Motion carried and the Resolution adopted, this
the 4th day of November, 2025.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF THE DIAMONDHEAD, MISSISSIPPI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MUNICIPAL INTERCEPT COMPANY, LLC (“MIC”) TO COLLECT THE CITY’S DEBT BETWEEN MIC AND THE CITY AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT.

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

WHEREAS, the Mayor and City Council of the City of Diamondhead, Mississippi, desire to enter into the Agreement to Collect Municipal Debt between MIC and the City of Diamondhead (the “Agreement”); and

WHEREAS, the purpose of the Agreement is to authorize MIC to submit the City of Diamondhead’s debt to the Mississippi Department of Revenue for setoff against a debtor’s Mississippi State Income Tax Refund in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE [BOARD OF ALDERMEN] [CITY COUNCIL] [BOARD OF SELECTMEN] OF [CITY] [TOWN], AS FOLLOWS:

1. That the Mayor and City Council hereby authorizes MIC to collect the debts of the City of Diamondhead as may be submitted thereto from time to time, approves the Agreement to Collect Municipal Debt, attached as **Exhibit A**, between MIC and the City of Diamondhead, and further authorizes Mayor Anna Liese to execute said agreement.
2. That the Mayor and City Council hereby designate the City Clerk to serve as debt setoff coordinator pursuant to and in accordance with the Agreement.

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

The motion having received the unanimous affirmative vote of the Mayor and City Council of the City of Diamondhead, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the _____ day of _____, 2025.

	Aye	Nay	Absent
Mayor Liese	_____	_____	_____
Councilmember Maher	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Harwood	_____	_____	_____
Councilmember Clark	_____	_____	_____

ATTEST: _____
JEANNIE KLEIN, CITY CLERK

APPROVED: _____
ANNA LIESE, MAYOR

EXHIBIT A

[ATTACH AGREEMENT TO COLLECT MUNICIPAL DEBT]

49187630.v2

AGREEMENT TO COLLECT MUNICIPAL DEBT

This Agreement is entered into by and between Diamondhead, Mississippi (the “Claimant Local Government”), and Municipal Intercept Company, LLC (“MIC”), (together, the Claimant Local Government and MIC are the “Parties”).

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session of the Mississippi Legislature (the “Act”), authorizes MIC to submit debts to the Mississippi Department of Revenue (“MDOR”) for setoff under the procedures established in the Act, namely by setting off against any refund, as defined in Section 3 of the Act, the sum of any debt owed to the Claimant Local Government; and

WHEREAS, the Claimant Local Government is a municipality acting through its nonprofit member organization with respect to the collection of any debt that has been finalized by law, order or resolution pursuant to the Act; and

WHEREAS, Claimant Local Government desires to enter into this Agreement with MIC for the purpose of collecting its debts as allowed by the Act; and

WHEREAS, MIC agrees to submit debts to MDOR on behalf of Claimant Local Government.

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Local Government and MIC mutually agree as follows:

SECTION I: TERM/TERMINATION

This Agreement shall remain and continue in full force and effect unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable.

SECTION II: REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- A. Claimant Local Government hereby designates, appoints, and authorizes MIC to submit Claimant Local Government’s debt to MDOR for setoff.
- B. Unless otherwise indicated, “debt” is defined to mean any liquidated sum of \$50.00 or more due and owing a Claimant Local Government which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgment for the sum, which is not less than sixty (60) days old, and which has been properly noticed and adjudicated by the Claimant Local Government as due and owed; provided, however, debts owed by an individual that are less than \$50.00 may be aggregated together to meet the \$50.00 threshold requirement.

- C. The Parties agree and understand that the debtor will pay a twenty-five percent (25%) collection assistance fee (the “Collection Assistance Fee”) that will be added by MDOR to the debt after it is submitted for setoff by MIC. MIC will retain twenty percent (20%) of the collection assistance fee, and MDOR will retain five percent (5%) of the Collection Assistance Fee.
- D. Claimant Local Government designates Jeannie Klein, City Clerk to serve as debt setoff coordinator (the “Coordinator”). The Coordinator has been authorized by the Claimant Local Government and is designated to receive notices and communication from MIC on behalf of the Claimant Local Government. Claimant Local Government will notify MIC in writing within seven (7) days of any change in the Coordinator. MIC will only discuss or share information regarding debts submitted to MIC by the Claimant Local Government with the Coordinator. Failure to notify MIC of a change in the debt setoff coordinator could result in a suspension from the program.
- E. The Claimant Local Government agrees to cooperate with MIC to supply MIC with any and all information that in the opinion of MIC is necessary for the proper implementation of this Agreement. The Claimant Local Government further understands that the Coordinator is required to undergo training provided by MIC prior to MIC submitting a Request (defined below) to MDOR. Any change in the coordinator will require the new coordinator to complete a training by the MIC staff.
- F. The Claimant Local Government understands that the MIC will utilize direct deposit and agrees to provide MIC with account information as may be requested to accomplish the purposes of this Agreement and update such account information as necessary. Once funds are actually received by and deposited with MIC as a result of a setoff, MIC will remit funds by wire to the Claimant Local Government, less the Collection Assistance Fee.
- G. Claimant Local Government shall request MIC to submit a debt to MDOR for setoff by completing a Setoff Request Form provided by MIC (“Request”). A Request must be submitted on or before December 15 to setoff the debt in the tax season immediately following the tax year in which this the Request is made. MIC will submit Request(s) to MDOR via the Mississippi Automated Revenue System (“MARS”), or any other method approved by MDOR. Claimant Local Government agrees to notify MIC and to submit another Request as soon as practical if there are any amendments or other changes to the initial Request.
- H. The Claimant Local Government, and not MIC, shall be solely responsible for complying with any notice and/or hearing requirements pursuant to the Act, or otherwise. This includes, but is not limited to, the Claimant Local Government providing a debtor written notice of its’ intent to setoff the debt and holding a hearing if the debtor so requests within thirty (30) days after the date the Claimant Local Government sends notice of the proposed setoff.

- I. Claimant Local Government shall certify to MIC that it has complied with all statute of limitations, statutory requirements, rules, and regulations, including notice and hearing procedures for a Request. The Claimant Local Government shall not submit a Request to MIC for setoff less than fourteen (14) days from a final adjudication by the Claimant Local Government that the debt is owed and that the debtor has been given proper notice and/or a hearing, as applicable, under the Act.

SECTION III: UNDERSTANDING OF PARTIES

- A. MIC shall not accept a Request that is not prepared as specified by MIC. The Parties agree, however, that MIC is not liable for the priority or the amount that MDOR pays a Request. Further, the Claimant Local Government understands that any amendment to a Request may delay the payment of a Request.
- B. MIC is responsible for submitting Requests to MDOR for repayment that qualify under the Act, and the repayment of the debt is subject to MDOR's rules and regulations.
- C. Claimant Local Government understands that MDOR will not setoff a Request unless the debtor is entitled to at least a refund of \$50.00, and that it may require multiple setoffs to satisfy a Request. The Collection Assistance Fee will be levied against the amount of each setoff in the event there are multiple setoffs. The Claimant Local Government understands that a Request submitted to MDOR will remain in MARS until the debt is fully paid or until MDOR is notified that the debt is no longer subject to setoff.
- D. Claimant Local Government acknowledges that MIC is relying on the Request to submit a debt to MDOR and that MIC can neither validate or verify a debtor's name or social security number, nor can MIC validate or verify the amount of debt or type of debt being submitted for setoff. Further, Claimant Local Government acknowledges that it is solely responsible for validating or verifying whether or not a debtor has filed any legal action, including but not limited to bankruptcy or other actions staying any collection efforts against the debt.

SECTION IV: INDEMNIFICATION/REIMBURSEMENT

Claimant Local Government fully understands and warrants to MIC that by submission of any Request, Claimant Local Government has complied with all of the provisions of the Act, any laws relating to debt collection, and this Agreement. To the extent allowed by law, the Claimant Local Government shall hold MIC free and harmless and shall indemnify MIC against any and all damages, claims, injuries, actions, liability, or proceedings arising from the setoff of debt as provided in the Act and pursuant to this Agreement. To the extent allowed by law, Claimant Local Government shall be solely responsible for the repayment of any and all sums setoff on Claimant Local Government's behalf pursuant to this Agreement, including any fees, interest, penalties and court costs to a taxpayer/debtor in the event a court of competent jurisdiction rules that said repayment is due and owing.

SECTION V: ASSIGNMENT

This Agreement is not assignable by either party.

SECTION VI: CONFIDENTIAL INFORMATION

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information (“Confidential Information”). Confidential Information includes, but is not limited to, information relating to the parties’ employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information:

- (a) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and,
- (b) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by non-disclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which MIC may gain access to during the course of the performance of this Agreement shall be the property of Claimant Local Government, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. MIC shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.

SECTION VII: MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.

- B. The laws of the State of Mississippi shall govern the terms and conditions of this Agreement.
- C. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date indicated by the signatures below and has been granted all authority of their respective governing bodies to do so.

Diamondhead, MISSISSIPPI:

By: _____ **Date:** _____

Title: _____ Mayor _____

MUNICIPAL INTERCEPT COMPANY, LLC:

By: _____ **Date:** _____

Title: _____

49009503.v5
Revised October 2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL, ("THE GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI ("THE CITY"), INCREASING SOLID WASTE FEES EFFECTIVE JANUARY 1, 2026.

WHEREAS, the Mayor and City Council ("The Governing Body") for and of the City of Diamondhead approved in 2013 for the City to become a participating entity with the Hancock County Regional Solid Waste Authority for solid waste, recycling and bulky waste collection/disposal services; and

WHEREAS, The Hancock County Regional Solid Waste Authority solicited bids for its county-wide solid waste service and on April 11, 2022 entered into a six (6) year contract with Coastal Environmental Services; and

WHEREAS, the current collection and disposal monthly rate for residents within the incorporated area of Diamondhead increased from \$11.88 per month to \$15.50 per month (\$186.00 annually) effective May 1, 2022, and

WHEREAS Consumer Pricing Index (CPI) increases may occur annually and as the result may increase the annual cost associated with solid waste services; and

WHEREAS Coastal Environment Services has provided notice that effective October 1, 2025 services would be provided at a rate based on a 2.3% Consumer Pricing Increase (CPI); and

WHEREAS, in order to maintain the current solid waste and bulky waste services available to residents, the annual fee assessed to households must increase to adequately fund the cost for the services; and

WHEREAS, the Mayor and Council for the City of Diamondhead desire to increase the annual solid waste fee from \$186.00 (\$15.50 monthly) to \$210.00 (\$17.50 monthly) or 12.91% per household for residents within the incorporated area of Diamondhead beginning January 1, 2026.

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

That the City of Diamondhead does hereby confirm that notice of intent to increase provide notice of intent to increase annual solid waste fees from \$186.00 to \$210.00 per household for residents within the incorporated area of Diamondhead

beginning January 1, 2026 was provided and further thereby increasing estimated annual revenue to \$903,000; an increase of \$103,200 for 12.91% and further requests the administration to provide notice of increase to the Hancock County Tax Collector to facilitate the increase.

SO BE IT RESOLVED this 4th day of November, 2025 the above and foregoing Resolution of the Mayor and Council of the City of Diamondhead, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and the matter being put to a vote, the result was as follows:

	Aye	Nay	Absent
Mayor Liese	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Harwood	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember At-Large Maher	_____	_____	_____

seal

Attest:

Jeannie Klein, City Clerk

Anna D. Liese, Mayor



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

Project Title Project Number Invoice #		Diamondhead Paving 2025			
		16175.08			
		16175.08-216			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Design Phase Services	\$ 42,600.00	\$ 42,600.00	\$ -	\$ -	100%
Task 2: Bid and Construction Phase Services	\$ 56,900.00	\$ 54,055.00	\$ 2,845.00	\$ -	100%
Total	\$ 99,500.00	\$ 96,655.00	\$ 2,845.00	\$ -	100%



Invoice

Invoice #: 16175.08216
Invoice Date: 10/14/2025
Due Date: 11/13/2025
Project: 16175.08 WA 36 2025 D...
P.O. Number: 00-07-2025
Terms: Net 30

BILL TO:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services WA #36 - Diamondhead Paving 2025 For work, as outlined, on the following streets: * Bayou Drive * Turnberry Way and Turnberry Ct * Turnberry Drive * Lola Street Services provided 09/01/2025 - 09/30/2025 PO #00-07-2025			
Task 1: Design Phase Services	0	42,600.00	0.00
Task 2: Bid and Construction Phase Services	0.05	56,900.00	2,845.00
Subtotal			2,845.00

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 invoices.

Total \$2,845.00

Payments/Credits \$0.00

Balance Due \$2,845.00



October 14, 2025

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

Re: Professional Services – City of Diamondhead Fairway Dr and Kome Dr Project

Dear Mr. McCraw:

Enclosed, for your review and approval, is the 17th invoice for the above referenced project Fairway Dr and Kome Dr, Invoice #16175.08-219 for 09/01/2025 – 09/30/2025.

We appreciate the opportunity to provide these services to the City of Diamondhead. If you have any questions on the attached invoice, please contact me at 228-396-0486.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

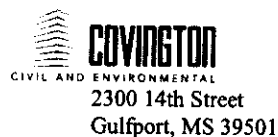
A handwritten signature in black ink, appearing to read "B. Benvenuti", with a stylized flourish at the end.

Ben Benvenuti, P.E.
Principal Engineer



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

Project Title Project Number Invoice #		Kome Dr and Fairway Dr Drainage Project			
		16175.08			
		16175.08-219			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Engineering and Design	\$ 70,000.00	\$ 70,000.00	\$ -	\$ -	100%
Surveying	\$ 72,000.00	\$ 72,000.00	\$ -	\$ -	100%
Permitting	\$ 28,000.00	\$ 28,000.00	\$ -	\$ -	100%
Bidding	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	100%
Construction Inspection and Administration	\$ 85,000.00	\$ 80,750.00	\$ 4,250.00	\$ -	100%
Total	\$ 265,000.00	\$ 260,750.00	\$ 4,250.00	\$ -	100%



Invoice

Invoice #: 16175.08219

Invoice Date: 10/14/2025

Due Date: 11/13/2025

Project: FP WA 1 - Fairway Dr an...

P.O. Number: 1-00-24-2023

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services Kome Drive and Fairway Drive - FP WA 1 Services Provided 09/01/2025 - 09/30/2025 PO: 1-00-24-2023			
Task 1: Engineering and Design	0	70,000.00	0.00
Task 2: Surveying	0	72,000.00	0.00
Task 3: Permitting	0	28,000.00	0.00
Task 4: Bidding	0	10,000.00	0.00
Task 5: Construction Inspection and Administration	0.05	85,000.00	4,250.00

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 \$4,250.00

Payments/Credits \$0.00

Balance Due \$4,250.00



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

Project Title Project Number Invoice #		WA #32: Site Development Plan Review FY25			
		16175.08			
		16175.08-221			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Site Development Plan Review	\$ 25,000.00	\$ 11,524.70	\$ 795.00	\$ 12,680.30	49%
Total	\$ 25,000.00	\$ 11,524.70	\$ 795.00	\$ 12,680.30	49%

 **COVINGTON**
CIVIL AND ENVIRONMENTAL
2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08221
Invoice Date: 10/14/2025
Due Date: 11/13/2025
Project: WA 32 - Site Developme...
P.O. Number: 32-00-02-2025
Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services Site Development Plan Review FY 25 - WA 32 Services Provided 09/01/2025 - 09/30/2025			
Sarah McLellan, Professional Engineer	7	105.00	735.00
Suellen Radich, Administrative	0.75	80.00	60.00
Subtotal			795.00

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 \$795.00

Payments/Credits \$0.00

Balance Due \$795.00

Covington Civil & Environmental, LLC

Item No.5.

TIME AND EXPENSES

FILTERS USED :

Project In : 16175.08 City of Diamondhead - | WA # 32 Site Development Plan Review
and Bill Status In : Un Billed
and Billable : Yes
and Time Expense Date In : 1/1/1970 To 9/30/2025

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

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
16175.08 City of Diamondhead - WA # 32 Site Development Plan Review							
Sarah McLellan							
SERVICES							
9/30/2025	Prof. Engineer:	Professional Engineer 68233 Diamondhead Drive East Landscape Culvert	1.00		\$105.00	\$105.00	A B
9/22/2025	Prof. Engineer:	Professional Engineer 557 Aila Street Landscape Culvert Review	1.00		\$105.00	\$105.00	A B
9/19/2025	Prof. Engineer:	Professional Engineer 6410 Huko Court Landscape Culvert Review	1.00		\$105.00	\$105.00	A B
9/18/2025	Prof. Engineer:	Professional Engineer Information about inlet for resident	0.50		\$105.00	\$52.50	A B
9/10/2025	Prof. Engineer:	Professional Engineer Review of 562 Ahuli Landscape Culvert	1.00		\$105.00	\$105.00	A B
9/9/2025	Prof. Engineer:	Professional Engineer Review of 10860 Ala Moana Street Landscape Culvert	1.00		\$105.00	\$105.00	A B
9/2/2025	Prof. Engineer:	Professional Engineer Reviewed Sanctuary Phase I Design Modification	1.50		\$105.00	\$157.50	A B
Total Services:			7.00	0.00		\$735.00	
Sarah McLellan Total:			7.00	0.00		\$735.00	

GROUPED BY Project, Employee

Covington Civil & Environmental, LLC

Item No.5.

TIME AND EXPENSES

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

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
16175.08 City of Diamondhead - WA # 32 Site Development Plan Review							
Suellen Radich							
SERVICES							
9/20/2025	Administrative:	Administrative	0.75		\$80.00	\$60.00	A B
	Financial Oversight/Review						
Total Services:			0.75	0.00		\$60.00	
Suellen Radich Total:			0.75	0.00		\$60.00	
16175.08 City of Diamondhead - WA # 32 Site Development Plan Review Total:			7.75	0.00		\$795.00	
Total Services For 16175.08 City of Diamondhead - WA # 32 Site Development Plan Review:			7.75			\$795.00	
Grand Total Billable Services:			7.75			\$795.00	

GROUPED BY Project, Employee



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

Project Title Project Number Invoice #		WA #33 - On-Call Survey Services			
		16175.08			
		16175.08-218			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Site Survey Services	\$ 35,000.00	\$ 22,889.00	\$ 3,135.00	\$ 8,976.00	74%
Total	\$ 35,000.00	\$ 22,889.00	\$ 3,135.00	\$ 8,976.00	74%



Invoice

Invoice #: 16175.08218

Invoice Date: 10/14/2025

Due Date: 11/13/2025

Project: WA 33 On-Call Survey S...

P.O. Number: WA 33 - 2025

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services			
On-Call Survey Services - WA 33			
Services Provided 09/01/2025 - 09/30/2025			
Sarah McLellan, Professional Engineer	1	105.00	105.00
Tommy Parker, Senior CAD Designer	8	90.00	720.00
Louis Chambliss, 1 Man RTK GPS Survey Crew	8	150.00	1,200.00
Suellen Radich, Administrative	0.75	80.00	60.00
Don Fayard, 1 Man RTK GPS Survey Crew	7	150.00	1,050.00
Subtotal			3,135.00

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 \$3,135.00

Payments/Credits \$0.00

Balance Due \$3,135.00

Covington Civil & Environmental, LLC

Item No.5.

TIME AND EXPENSES

FILTERS USED :

Project In : 16175.08 City of Diamondhead - | WA #33 On-Call Survey Services
and Bill Status In : Un Billed
and Billable : Yes
and Time Expense Date In : 1/1/1970 To 9/30/2025

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

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
16175.08 City of Diamondhead - WA #33 On-Call Survey Services							
Don Fayard							
SERVICES							
9/5/2025	1 Man RTK GPS:	1 Man RTK GPS Survey Crew 6533 Koula Drive : Topo multiple houses along street, including golf courses behind houses. Tied in boundary corners also.	7.00		\$150.00	\$1,050.00	A B
Total Services:			7.00	0.00		\$1,050.00	
Don Fayard Total:			7.00	0.00		\$1,050.00	
Louis Chambliss							
SERVICES							
9/5/2025	1 Man RTK GPS:	1 Man RTK GPS Survey Crew Ahuli Place locations on ditch and bulkhead	4.00		\$150.00	\$600.00	A B
9/5/2025	1 Man RTK GPS:	1 Man RTK GPS Survey Crew Koula Dr and Kiko St topo.	4.00		\$150.00	\$600.00	A B
Total Services:			8.00	0.00		\$1,200.00	
Louis Chambliss Total:			8.00	0.00		\$1,200.00	
Sarah McLellan							
SERVICES							
9/4/2025	Prof. Engineer:	Professional Engineer Ahuli and Koula Drive	1.00		\$105.00	\$105.00	A B
Total Services:			1.00	0.00		\$105.00	

GROUPED BY Project, Employee

Covington Civil & Environmental, LLC

Item No.5.

TIME AND EXPENSES

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

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
16175.08 City of Diamondhead - WA #33 On-Call Survey Services							
Sarah McLellan Total:			1.00	0.00		\$105.00	
Suellen Radich							
SERVICES							
9/20/2025	Administrative:	Administrative	0.75		\$80.00	\$60.00	A B
	<i>Financial Oversight/Review</i>						
Total Services:			0.75	0.00		\$60.00	
Suellen Radich Total:			0.75	0.00		\$60.00	
Tommy Parker							
SERVICES							
9/10/2025	Sr CAD Designer:	Senior CAD Designer	2.00		\$90.00	\$180.00	A B
	<i>Ahuli Place Drainage</i>						
9/8/2025	Sr CAD Designer:	Senior CAD Designer	6.00		\$90.00	\$540.00	A B
	<i>KOULA DRIVE DRAINAGE</i>						
Total Services:			8.00	0.00		\$720.00	
Tommy Parker Total:			8.00	0.00		\$720.00	
16175.08 City of Diamondhead - WA #33 On-Call Survey Services Total:			24.75	0.00		\$3,135.00	
Total Services For 16175.08 City of Diamondhead - WA #33 On-Call Survey Services:			24.75			\$3,135.00	
Grand Total Billable Services:			24.75			\$3,135.00	

GROUPED BY Project, Employee



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

Project Title Project Number Invoice #		Annual Unit Price Contract			
		16175.08			
		16175.08-217			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Site Development Plans and Reviews	\$ 30,000.00	\$ 21,521.45	\$ 1,530.00	\$ 6,948.55	77%
Total	\$ 30,000.00	\$ 21,521.45	\$ 1,530.00	\$ 6,948.55	77%



Invoice

Invoice #: 16175.08217
Invoice Date: 10/14/2025
Due Date: 11/13/2025
Project: WA 34 Annual Unit Price...
P.O. Number: WA 34 - 2025
Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services Annual Unit Price Contract - WA 34 Services Provided thru 09/30/2025			
Sarah McLellan, Professional Engineer	2	105.00	210.00
James Edwards, Project Engineer	10	95.00	950.00
Tommy Parker, Senior CAD Tech	3	90.00	270.00
Suellen Radich, Administrative	1.25	80.00	100.00
Subtotal			1,530.00

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 \$1,530.00

Payments/Credits \$0.00

Balance Due \$1,530.00

Covington Civil & Environmental, LLC

TIME AND EXPENSES

FILTERS USED :

Project In : 16175.08 City of Diamondhead - | WA #34 Annual Unit Price Contract
 and Bill Status In : Un Billed
 and Billable : Yes
 and Time Expense Date In : 1/1/1970 To 9/30/2025

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

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
16175.08 City of Diamondhead - WA #34 Annual Unit Price Contract							
James Edwards							
SERVICES							
9/9/2025	Engineer I:	Engineer I	4.00		\$95.00	\$380.00	A B
		Utility Cut Specs					
9/8/2025	Engineer I:	Engineer I	6.00		\$95.00	\$570.00	A B
		Utility Cut Specs					
Total Services:			10.00	0.00		\$950.00	
James Edwards Total:			10.00	0.00		\$950.00	
Sarah McLellan							
SERVICES							
9/8/2025	Prof. Engineer:	Professional Engineer	1.00		\$105.00	\$105.00	A B
		Review of Contracts, Bonds and Insurance					
9/4/2025	Prof. Engineer:	Professional Engineer	1.00		\$105.00	\$105.00	A B
		Created and Submitted Notice of Award to B2T					
Total Services:			2.00	0.00		\$210.00	
Sarah McLellan Total:			2.00	0.00		\$210.00	
Suellen Radich							
SERVICES							
9/20/2025	Administrative:	Administrative	1.25		\$80.00	\$100.00	A B

GROUPED BY Project, Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

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

DATE	ITEM	DESCRIPTION	ACTUAL HOURS	UNITS	RATE	ENTRY AMOUNT	*
16175.08 City of Diamondhead - WA #34 Annual Unit Price Contract							
Suellen Radich							
SERVICES							
<i>Financial Oversight/Review</i>							
Total Services:			1.25	0.00		\$100.00	
Suellen Radich Total:			1.25	0.00		\$100.00	
Tommy Parker							
SERVICES							
9/9/2025	Sr. CAD Tech:	Senior CAD Tech	3.00		\$90.00	\$270.00	A B
<i>Diamondhead paving details</i>							
Total Services:			3.00	0.00		\$270.00	
Tommy Parker Total:			3.00	0.00		\$270.00	
16175.08 City of Diamondhead - WA #34 Annual Unit Price Contract Total:			16.25	0.00		\$1,530.00	
Total Services For 16175.08 City of Diamondhead - WA #34 Annual Unit Price Contract:			16.25			\$1,530.00	
Grand Total Billable Services:			16.25			\$1,530.00	

GROUPED BY Project, Employee



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

Project Title Project Number Invoice #		East Aloha Phase II Sidewalks			
		16175.08			
		16175.08-222			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Engineering and Design	\$49,000.00	\$19,600.00	\$4,900.00	\$24,500.00	50%
Task 2: Surveying	\$21,000.00	\$18,900.00	\$0.00	\$2,100.00	90%
Task 3: Bidding	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0%
Total	\$76,000.00	\$38,500.00	\$4,900.00	\$32,600.00	57%



Invoice

Invoice #: 16175.08222
Invoice Date: 10/14/2025
Due Date: 11/13/2025
Project: 16175.08 WA 16 E Aloha...
P.O. Number:
Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees East Aloha Phase II Sidewalks - WA 16 Services provided 09/01/2025 - 09/30/2025			
Engineering and Design	0.1	49,000.00	4,900.00
Surveying	0	21,000.00	0.00
Bidding	0	6,000.00	0.00
Subtotal			4,900.00

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 \$4,900.00

Payments/Credits \$0.00

Balance Due \$4,900.00



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

Project Title Project Number Invoice #		WA #37: Diamondhead Paving 2026			
		16175.08			
		16175.08-223			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Design Phase Services	\$ 80,000.00	\$ -	\$ 72,000.00	\$ 8,000.00	90%
Task 2: Bid and Construction Phase Services	\$ 62,000.00	\$ -	\$ -	\$ 62,000.00	0%
Total	\$ 142,000.00	\$ -	\$ 72,000.00	\$ 70,000.00	51%



Invoice

Invoice #: 16175.08223

Invoice Date: 10/14/2025

Due Date: 11/13/2025

Project: WA 37 2026 Diamondhe...

P.O. Number: 00-01-2026

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services WA #37 - Diamondhead Paving 2026 For work, as outlined, on the following streets: * Op La Way * Ieke Drive and Analii Street * Ahoni Street and Aila Street * Cherryhill Drive * Aulena Place Services provided through 10/14/2025 PO #00-01-2026			
Task 1: Design Phase Services	0.9	80,000.00	72,000.00
Task 2: Bid and Construction Phase Services	0	62,000.00	0.00
Subtotal			72,000.00

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 \$72,000.00

Payments/Credits \$0.00

Balance Due \$72,000.00



September 25, 2025

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

**Re: Change Order #4 (Summary)
Kome Drive and Kalipekona Pond Drainage Project
JLB Contractors, LLC**

Dear Mr. McCraw:

For consideration by the Council, I have enclosed Change Order #4 for this project.

The quantities installed in the field differ from those which were estimated. This Summary Change Order serves to remedy the actual project quantities needed to complete the project. As shown, this Change Order decreases the total contract amount by \$16,230.34. Additionally, this Change Order decreases the contract time by four (4) days.

Therefore, I recommend the Council approve this Change Order #4. Should you have any questions, please do not hesitate to contact me at 228-396-0486 or nathan@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL

Nathan Long

Nathan Long, E.I.
Project Engineer

Enclosures: Change Order 4 (Summary), Signed

Fax: (228) 396-0487

2300 14th Street
Gulfport, Mississippi 39501

Phone: (228) 396-0486

CHANGE ORDER**OWNER:**

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CHANGE ORDER NO. 4 (SUMMARY)**DATE:** September 23, 2025**CONTRACTOR:**

JLB Contractors, LLC
21294 Johnson Road
Long Beach, MS 39560

ENGINEER: Covington Civil &
Environmental**PROJECT:** Kome Drive and Kalipekona
Pond Drainage Project**SUMMARY:**

This change order serves to rectify quantities and decrease the Contract Amount.

Installed quantities in the field differ from the original estimated quantities in the contract. A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with these adjustments is a decrease in the total contract amount by \$16,230.34 and a decrease in contract time by four (4) calendar days.

The Net Change to the Contract Amount will therefore be (minus): (\$16,230.34)

THE CONTRACT IS AMENDED AS SHOWN BELOW:**(Not valid until executed by the Owner, Engineer, and Contractor)**

The original Contract Sum:	<u>\$1,236,395.00</u>
Net Change by previously authorized Change Orders:	<u>(\$16,137.07)</u>
The Contract Sum prior to this Change Order was:	<u>\$1,220,257.93</u>
The Contract Sum will now Change (-):	<u>(\$16,230.34)</u>
The New Contract Sum including this Change Order will be:	<u>\$1,204,027.59</u>
The original Contract Time:	<u>6/10/2025</u>
Net Change by previously authorized Change Orders:	<u>73</u>
The Date of Substantial Completion prior to this Change Order:	<u>8/22/2025</u>
The Contract Time will now Change by (-) days:	<u>(4)</u>
The New Date of Substantial Completion will be:	<u>8/18/2025</u>

CONTRACTOR:**ENGINEER:****OWNER:**

By:

Date:

09/25/2025

By:

Date:

09/26/2025

By:

Date:

**KOME DRIVE AND KALIPEKONA POND DRAINAGE IMPROVEMENTS
CITY OF DIAMONDHEAD**

**CHANGE ORDER #4
SUMMARY OF AMENDED QUANTITIES AND TOTALS**

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		NET CHANGE
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	
02226-1	Ditch Excavation and Grading	LF	\$ 15.00	125	\$ 1,875.00		(35)	90	\$ 1,350.00	\$ (525.00)
02226-2	Borrow Excavation, LVM	CY	\$ 25.00	800	\$ 20,000.00		(0.45)	799.55	\$ 19,988.75	\$ (11.25)
02226-3	Excess Excavation, LVM	CY	\$ 25.00	900	\$ 22,500.00		(77.36)	822.64	\$ 20,566.00	\$ (1,934.00)
02234-1	Size 610 Crushed Stone Base	CY	\$ 145.00	130	\$ 18,850.00		(26.49)	103.51	\$ 15,008.95	\$ (3,841.05)
02295-1	Silt Fence	LF	\$ 5.00	2,000	\$ 10,000.00		(390)	1,610	\$ 8,050.00	\$ (1,950.00)
02295-2	Wattles	LF	\$ 6.50	350	\$ 2,275.00	44		394	\$ 2,561.00	\$ 286.00
02512-3	Traffic Markings	LF	\$ 40.00	200	\$ 8,000.00		(105)	95	\$ 3,800.00	\$ (4,200.00)
02721-1	Reinforced Cast-in-Place Concrete	CY	\$ 4,000.00	30	\$ 120,000.00	2.51		32.51	\$ 130,040.00	\$ 10,040.00
02721-2	Castings/Gratings for Concrete Structures	LBS	\$ 6.50	2,100	\$ 13,650.00		(424)	1,676	\$ 10,894.00	\$ (2,756.00)
02752-1	Loose Riprap, on Geotextile Fabric	CY	\$ 120.00	95	\$ 11,400.00	1.01		96.01	\$ 11,521.20	\$ 121.20
02931-2	Hydroseeding	SY	\$ 2.00	1,000	\$ 2,000.00	1,334.88		2,334.88	\$ 4,669.76	\$ 2,669.76
35310-2	Pond Dredging and Disposal to 7.5 Elevation	CY	\$ 30.00	11,186	\$ 335,580.00		(471)	10,715.00	\$ 321,450.00	\$ (14,130.00)

TOTAL CHANGE ORDER #4 (DECREASE) \$ (16,230.34)



October 20, 2025

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

**Re: Pay Application #8 – FINAL
Kome Drive and Kalipekona Pond Drainage Project
JLB Contractors, LLC**

Dear Mr. McCraw:

Enclosed, please find Pay Application #8 to be considered for approval by the City Council at the next meeting. The Application includes the period from 09/01/2025 to 09/24/2025. At the end of the application period, we are 100% complete on contract value and 100% on contract time.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council approve payment to JLB Contractors, LLC, in the amount of \$60,201.38. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Nathan Long

Nathan Long, E.I.
Project Engineer

Enclosures: JLB Pay Application #8 – FINAL Signed

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Diamondhead
5000 Circle Drive
Diamondhead, MS 39525PROJECT: Kome Dr and Kalipekone Pond
Drainage ProjectAPPLICATION NO: 8
APPLICATION DATE: 09/24/25
PERIOD TO: 09/01/25 || 09/24/25
PROJECT NO: 16175FP WA 1

FROM CONTRACTOR:

JLB Contractors, LLC.
21294 Johnson Road
Long Beach, MS 39560

CONTRACT DATE: 12/17/24

CONTRACT FOR: Pond & Drainage Project

OWNER: City of Diamondhead

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 1,236,395.00
2. Net change by Change Orders	(\$32,367.41)
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 1,204,027.59
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,204,027.59
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	
b. 5% of Stored Material (Column F on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 1,204,027.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,143,826.21
8. CURRENT PAYMENT DUE	\$ 60,201.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

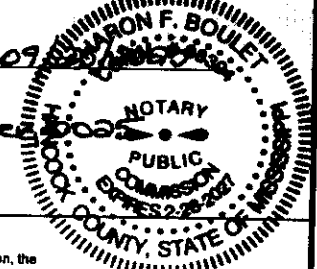
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order #1		\$10,377.07
Change Order #2- Time request Only		
Change Order #3		\$5,760.00
Change Order #4 (Summary)		\$16,230.34
TOTALS:	\$0.00	\$32,367.41
NET CHANGES by Change Order:	(\$32,367.41)	

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

CONTRACTOR: JLB Contractors, LLC.

By: *[Signature]* Date: 09/24/25
State of: Mississippi County of: Hancock
Subscribed and sworn to before me this 25th day of September 2025
Notary Public: *Sharon J. Boulet*

Date: 09/24/25



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

AMOUNT CERTIFIED \$60,201.38

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ENGINEER:

By: *Nathan Long*

Date: 10/20/2025

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

Owner: (if applicable)

By: _____

Date: _____

CONTINUATION SHEET				AIA DOCUMENT G703				PAGE TWO OF TWO PAGES								
AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.				APPLICATION NO: 8												
In tabulations below, amounts are stated to the nearest dollar.				APPLICATION DATE: 09/24/205												
Use Column I on Contracts where variable retainage for line items may apply.				PERIOD TO: 09/01/25 09/24/25												
				PROJECT NO: 16175FP WA 1												
A	B	C	D1	D2	D3	E1	E2	F	G	H	I					
ITEM	DESCRIPTION	#UNITS	UNITS OF MEASURE	UNIT PRICE	SCHEDULED	TOTAL WORK IN UNITS			TOTAL WORK VALUE		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL.
	VALUE				COMPLETED	COMPLETED	COMPLETED	COMPLETED	COMPLETED							
	(UNITS*U-PRICE)				TO DATE	PREVIOUS APPL.	THIS PERIOD	PREVIOUS APPL.	THIS PERIOD							
	OF WORK				(D2+D3)						(E1+E2+F)					
01505-1	Mobilization	LS	1	\$120,000.00	\$120,000.00	1.00	1.00	0.00	\$ 120,000.00	\$ -	(NOT IN E1 OR E2)	\$ 120,000.00	100%	0.00	\$ -	\$ -
02050-1	Demolition - Kome Drive	LS	1	\$65,000.00	\$65,000.00	1.00	1.00	0.00	\$ 65,000.00	\$ -		\$ 65,000.00	100%	0.00	\$ -	\$ -
02050-2	Demolition - Kalipokone Way	LS	1	\$25,000.00	\$25,000.00	1.00	1.00	0.00	\$ 25,000.00	\$ -		\$ 25,000.00	100%	0.00	\$ -	\$ -
02226-1	Ditch Excavation and Grading (CO #4)	LF	90	\$18.00	\$1,620.00	90.00	90.00	0.00	\$ 1,620.00	\$ -		\$ 1,620.00	100%	0.00	\$ -	\$ -
02226-2	Borrow Excavation, LVM (CO#1) (CO #4)	CY	799.55	\$25.00	\$19,988.75	799.55	799.55	0.00	\$ 19,988.75	\$ -		\$ 19,988.75	100%	0.00	\$ -	\$ -
02226-3	Excess Excavation, LVM (CO#1) (CO #4)	CY	822.64	\$25.00	\$20,566.00	822.64	822.64	0.00	\$ 20,566.00	\$ -		\$ 20,566.00	100%	0.00	\$ -	\$ -
02234-1	Size 610 Crushed Stone Base (CO#1) (CO #4)	CY	103.51	\$145.00	\$15,008.95	103.51	103.51	0.00	\$ 15,008.95	\$ -		\$ 15,008.95	100%	0.00	\$ -	\$ -
02295-1	Silt Fence (CO#1) (CO #4)	LF	1810	\$55.00	\$100,050.00	1810.00	1810.00	0.00	\$ 100,050.00	\$ -		\$ 100,050.00	100%	0.00	\$ -	\$ -
02295-2	Wattles (CO #4)	LF	394	\$6.50	\$2,561.00	394.00	394.00	0.00	\$ 2,561.00	\$ -		\$ 2,561.00	100%	0.00	\$ -	\$ -
02512-1	1.8" 9.50-mm, ST, Asphalt Pavement	SY	210	\$50.00	\$10,500.00	210.00	210.00	0.00	\$ 10,500.00	\$ -		\$ 10,500.00	100%	0.00	\$ -	\$ -
02512-2	1.5" 12.50-mm, ST, Asphalt Pavement	SY	210	\$50.00	\$10,500.00	210.00	210.00	0.00	\$ 10,500.00	\$ -		\$ 10,500.00	100%	0.00	\$ -	\$ -
02512-3	Traffic Markings (CO #4)	LF	95	\$40.00	\$3,800.00	95.00	95.00	0.00	\$ 3,800.00	\$ -		\$ 3,800.00	100%	0.00	\$ -	\$ -
02522-1	Concrete Drive Repair	SY	705	\$100.00	\$70,500.00	705.00	705.00	0.00	\$ 70,500.00	\$ -		\$ 70,500.00	100%	0.00	\$ -	\$ -
02721-1	Reinforced Cast-in-Place Concrete (CO#3) (CO #4)	CY	32.51	\$4,000.00	\$130,040.00	32.51	32.51	0.00	\$ 130,040.00	\$ -		\$ 130,040.00	100%	0.00	\$ -	\$ -
02721-2	Castings/Gratings for Concrete Structures (CO #4)	LBS	1676	\$6.50	\$10,894.00	1676.00	1676.00	0.00	\$ 10,894.00	\$ -		\$ 10,894.00	100%	0.00	\$ -	\$ -
02722-1	16" RCP (CO#1)	LF	34	\$100.00	\$3,400.00	34.00	34.00	0.00	\$ 3,400.00	\$ -		\$ 3,400.00	100%	0.00	\$ -	\$ -
02722-2	24" RCP (CO#1)	LF	37	\$100.00	\$3,700.00	37.00	37.00	0.00	\$ 3,700.00	\$ -		\$ 3,700.00	100%	0.00	\$ -	\$ -
02722-3	14" x 27" RCAP (CO#1)(CO#3)	LF	48	\$180.00	\$8,640.00	48.00	48.00	0.00	\$ 8,640.00	\$ -		\$ 8,640.00	100%	0.00	\$ -	\$ -
02722-4	36" RCP (CO#1)(CO#3)	LF	298	\$150.00	\$44,400.00	298.00	298.00	0.00	\$ 44,400.00	\$ -		\$ 44,400.00	100%	0.00	\$ -	\$ -
02723-1	18" HDPE Drain Pipe (CO#1)	LF	263	\$70.00	\$18,410.00	263.00	263.00	0.00	\$ 18,410.00	\$ -		\$ 18,410.00	100%	0.00	\$ -	\$ -
02723-2	24" HDPE Drain Pipe (CO#1)	LF	631.5	\$90.00	\$56,835.00	631.50	631.50	0.00	\$ 56,835.00	\$ -		\$ 56,835.00	100%	0.00	\$ -	\$ -
02723-3	18" Nyloplast Basin (All Sizes) Includes casting	EA	4	\$2,500.00	\$10,000.00	4.00	4.00	0.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	0.00	\$ -	\$ -
02723-4	24" Nyloplast Basin (All Sizes) Includes casting (CO#1)	EA	10	\$3,000.00	\$30,000.00	10.00	10.00	0.00	\$ 30,000.00	\$ -		\$ 30,000.00	100%	0.00	\$ -	\$ -
02752-1	Loose Riprap, on Geotextile Fabric (CO #4)	CY	96.01	\$120.00	\$11,521.20	96.01	96.01	0.00	\$ 11,521.20	\$ -		\$ 11,521.20	100%	0.00	\$ -	\$ -
02931-1	Solid Sod (CO#3)	SY	2500	\$8.00	\$20,000.00	2500.00	2500.00	0.00	\$ 20,000.00	\$ -		\$ 20,000.00	100%	0.00	\$ -	\$ -
02931-2	Hydroseeding (CO #4)	SY	2334.88	\$2.00	\$4,669.76	2334.88	2334.88	0.00	\$ 4,669.76	\$ -		\$ 4,669.76	100%	0.00	\$ -	\$ -
02935-1	Maintenance of Traffic	LS	1	\$35,000.00	\$35,000.00	1.00	1.00	0.00	\$ 35,000.00	\$ -		\$ 35,000.00	100%	0.00	\$ -	\$ -
M-1	W-Shaped Guardrail w/ End Sections	LF	80	\$150.00	\$12,000.00	80.00	80.00	0.00	\$ 12,000.00	\$ -		\$ 12,000.00	100%	0.00	\$ -	\$ -
W-1a	Water Main Adjustment	EA	1	\$10,000.00	\$10,000.00	1.00	1.00	0.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	0.00	\$ -	\$ -
W-1b	Water Service Line Adjustment (CO#1)	EA	3	\$3,000.00	\$9,000.00	3.00	3.00	0.00	\$ 9,000.00	\$ -		\$ 9,000.00	100%	0.00	\$ -	\$ -
W-1c	Irrigation Line Protection/Relocation (CO#1)	EA	10	\$1,500.00	\$15,000.00	10.00	10.00	0.00	\$ 15,000.00	\$ -		\$ 15,000.00	100%	0.00	\$ -	\$ -
35310-2	Pond Dredging and Disposal to 7.5 Elevation (CO#1) (CO #4)	CY	10715	\$30.00	\$321,450.00	10715.00	10715.00	0.00	\$ 321,450.00	\$ -		\$ 321,450.00	100%	0.00	\$ -	\$ -
CO1-1	Anchoring Systems (CO #1)	LS	1	\$42,242.93	\$42,242.93	1.00	1.00	0.00	\$ 42,242.93	\$ -		\$ 42,242.93	100%	0.00	\$ -	\$ -
CO3-1	Additional Dewatering (CO #3)	LS	1	\$34,000.00	\$34,000.00	0.00	1.00	0.00	\$ 34,000.00	\$ -		\$ 34,000.00	100%	0.00	\$ -	\$ -
	TOTAL				\$1,204,027.89				\$ 1,204,027.89	\$ -		\$ 1,204,027.89	0.00	0	\$ -	\$ -



October 24, 2025

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

**Re: Project Closeout
Kome Drive and Kalipekona Pond Drainage Project
JLB Contractors LLC**

Dear Mr. McCraw:

I have enclosed the necessary documentation for project closeout. This information is provided for use by the City. The closeout documents are as follows:

- A. Contractor Legal Documents
 - a. Consent of Surety
 - b. Power of Attorney
 - c. Contractor's Affidavit of Payment of Debts and Claims
 - d. Contractor's Affidavit of Release of Liens
 - e. Contractor's Release of Liens
 - f. Contractor's Guarantee/Warranty
- B. Contractor As-Builts
- C. Substantial Completion Certificate

Should you have any questions, please do not hesitate to contact me at 228-396-0486 or nathan@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Nathan Long

Nathan Long, E.I.
Project Engineer

Enclosures: Contractor As-Builts, Contractor Legal Documents, Substantial Completion Certificate

Fax: (228) 396-0487

2300 14th Street
Gulfport, Mississippi 39501

Phone: (228) 396-0486



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: CITY OF DIAMONDHEAD
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD, MS 39525

PROJECT: KOME DR & KALIPEKONA
POND DRAINAGE PROJECT
DIAMONDHEAD MS

CONTRACT
DATED: JANUARY 7, 2025

CONTRACT
AMOUNT: \$1,204,027.59
(Includes Change Orders)

STATE OF: MISSISSIPPI

COUNTY: HANCOCK

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: APPLICATION FOR PAYMENT NO. 8 FINAL

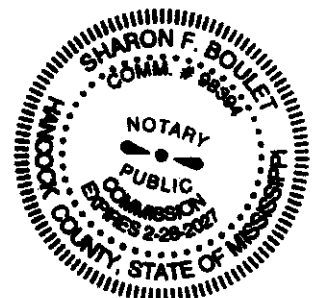
CONTRACTOR: JLB CONTRACTORS, LLC
21294 JOHNSON ROAD, LONG BEACH, MS 39560

SIGNED BY: JOHNATHON D. DAMIENS, CO-OWNER

Subscribed and sworn to before me on this date: 09/25/2025

Notary Public: Sharon F. Boulet

Commission Expires: 02/28/2027





21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO: CITY OF DIAMONDHEAD
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD, MS 39525

PROJECT: KOME DR AND KALIPEKONA
POND DRAINAGE
DIAMONDHEAD, MS

CONTRACT
DATED: JANUARY 7, 2025

CONTRACT
AMOUNT: \$1,204,207.59
(Includes Change Orders)

STATE OF: MISSISSIPPI

COUNTY: HARRISON

The undersigned hereby certifies that, to the best of the undersigned's knowledge, information and belief, except as listed below, the Release or Waivers attached hereto include the Contractor, all sub-contractors, all suppliers of materials and equipment, and all performers of work, labor or services who may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: NONE.

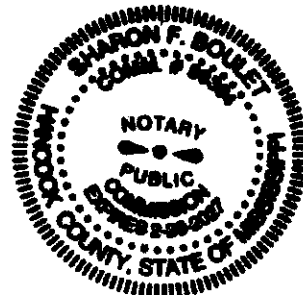
CONTRACTOR: JLB CONTRACTORS, LLC
21294 JOHNSON ROAD, LONG BEACH, MS 39560

SIGNED BY: JOHNNATHON D. DAMIENS, CO-OWNER

Subscribed and sworn to before me on this date: 01/25/2025

Notary Public: Sharon J. Boulet

Commission Expires: 02/28/2027





21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Project: Kome Dr and Kalipekona Pond
Drainage

Address: 5000 Diamondhead Circle
Diamondhead, MS 39525

Owner: City of Diamondhead

Contractor

Name: JLB Contractors, LLC

Address: 21294 Johnson Rd.
Long Beach, MS 39560

Contractor License: 21884-MC
Contract Date: January 7, 2024

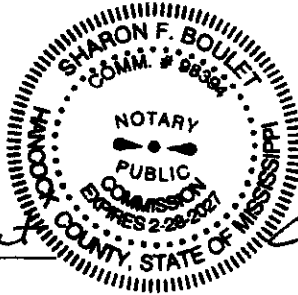
TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of : Sixty thousand, two hundred one dollars and thirty-eight cents Dollars (\$60,201.38) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Witness to Signature:

Sharon J. Boulet



Dated this 25th day of September 2025

JLB Contractors, LLC
Contractor

By: [Signature]

Title: Co-Owner



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

Contractor General Warranty and Guarantee

September 24, 2025

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Kome Dr and Kalipekona Pond Drainage

We hereby guarantee all "work" performed under the Contract for the above captioned project to be free from all defective materials and workmanship for a period of one (1) year from June 2, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read 'Johnathon Damiens'.

Johnathon Damiens
Co-Owner

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

PRF9448260

Item No. 6.

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: City of Diamondhead
(Name and Address) 5000 Circle Dr
Diamondhead, MS 39525

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Kome Drive and Kalipekona Pond
Drainage Project

PROJECT: Kome Drive and Kalipekona Pond Drainage Project
(Name and Address)

CONTRACT DATED: 01/07/2025

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

on bond of
(Insert name and address of Contractor)

JLB Contractors, LLC
21294 Johnson Rd
Long Beach, MS 39560

, SURETY,

, CONTRACTOR,

hereby approves final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Diamondhead
5000 Circle Dr
Diamondhead, MS 39525

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 26, 2025
(Insert in writing the month followed by the numeric date and year.)

Fidelity and Deposit Company of Maryland

(Surety)

Sherrill Ann Kelley
(Signature of Authorized Representative)

Attorney-in-Fact - Sherrill Ann Kelley
(Title)

Attest:
(Seal):

Jodie Ma



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sherrill Ann KELLEY, David R. ROBERTSON, John G. RAINES, Kelli E. BURNUM, Tammy D. VERNON of Ridgeland, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Chris Nolan

By: Christopher Nolan
Vice President

Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of July, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of September, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



We have prepared a quote for you

DPD - Insight LPR: Lease - 2025-10-21

Quote # 071662

Version 1

Prepared for:

Diamondhead Police Department

Darryl Russell

Darryl.Russell@co.hancock.ms.us

Products

Item	Description	Price	Qty	Ext. Price
INSIGHT-PTZLPR	Insight PTZ LPR Camera - Annual Recurring	\$2,200.00	1	\$2,200.00
PTZLPR- WARRANTY	Insight PTZ LPR Warranty - Included	\$0.00	1	\$0.00
INSIGHT-LPRDS	Insight LPR PTZ Data Storage - Included	\$0.00	1	\$0.00
INSIGHT-INSTALL	Insight LPR Installation - One-Time Fee	\$550.00	4	\$2,200.00
INSIGHT-DS-EC	Insight LPR Data Storage (Existing Cameras) - Annual Recurring	\$330.00	5	\$1,650.00

Subtotal: **\$6,050.00**

DPD - Insight LPR: Lease - 2025-10-21

Prepared by:

Metrix Solutions
Harrison Partridge
601-863-0086
Fax
harrisonpartridge@pileum.com

Prepared for:

Diamondhead Police Department
500 Diamondhead Circle
Diamondhead, MS 39525
Darryl Russell
Darryl.Russell@co.hancock.ms.us
(228) 222-4649

Quote Information:

Quote #: 071662
Version: 1
Delivery Date: 10/30/2025
Expiration Date: 11/19/2025

Quote Summary

Description	Amount
Products	\$6,050.00
Total: \$6,050.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Jeannie Klein

From: Darryl Russell <Darryl.Russell@co.hancock.ms.us>
Sent: Thursday, October 30, 2025 3:55 PM
To: Jon McCraw; Jeannie Klein; Tammy Garber
Subject: DPD - Insight LPR: Service agreement- 2025-10-21 Quote #071662
Attachments: LPR service agreement with install.pdf

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

Subject: License Plate Reader (LPR) System Update

Dear Mr. McCraw and Ms. Klein,

Over the past five years, the City of Diamondhead Police Department has operated under a contract with Mississippi Power to utilize license plate readers (LPRs) for law enforcement purposes. The cameras used in this system were manufactured by Insight LPR and have proven to be an effective tool in monitoring traffic flow, investigating criminal activity, and enhancing community safety.

During this period, a total of five cameras were installed, strategically positioned to provide coverage of all entrances and exits within the city. However, as part of the recent roundabout construction project, three cameras were removed to accommodate the new infrastructure.

With the completion of the roundabout and the updated roadway design, we have determined that one additional camera will be required to restore full coverage and ensure continued monitoring of all access points in and out of Diamondhead.

Our current body camera service provider, Metrix Solutions (Pileum), is an authorized Insight LPR distributor. Therefore, to maintain consistency and compatibility with our existing system, I recommend that the City allow Metrix Solutions (Pileum) to provide the LPR service and equipment through Insight LPR. This approach will ensure seamless integration with our current setup while continuing to use the same proven manufacturer.

Thank you for your attention to this matter and your continued support of our department's public safety initiatives. Please let me know if any additional information or documentation is needed.

Respectfully,
Captain Darryl Russell
Diamondhead Police Department



Captain Darryl Russell Jr.

Hancock County Sheriff's Office

8450 Highway 90
Bay St. Louis, MS 39520

(228) 222-4649 drussell@co.hancock.ms.us

Diamondhead Police Department

5000 Diamondhead Circle
Diamondhead, MS 39525



From: Andy Turnage <andyturnage@pileum.com>
Sent: Thursday, October 30, 2025 3:40 PM



October 31, 2025

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

RE: 2025-012 Canal Dredging Rebid – Engineer's Recommendation

Dear Mr. McCraw,

Bids were received for the 2025-012 Canal Dredging Rebid project on October 29, 2025. There were two (2) bids received. Attached is a certified bid tabulation indicating the breakdown of unit price of each bidder. The bids were reviewed for inclusion of appropriate bidding documents.

J.E. Talley Construction, Inc. was the apparent lowest and best bidder with a submitted base bid of \$3,277,820.00. Upon review of the bid, it is my opinion that the bid submitted by J.E. Talley Construction, Inc. will be sufficient to successfully complete this project to the satisfaction of the City of Diamondhead.

We have discussed with J.E. Talley Constructino, Inc. the project details and scope of work. They are fully aware of the project requirements and are comfortable with the schedule for completion of the project. I recommend awarding the base bid portion of the project to J.E. Talley Construction, Inc.

Please let me know if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Jason Chiniche, P.E.".

Jason Chiniche, P.E.

Enclosure

City of Diamondhead 2025-012 Canal Dredging - Rebid

Engineering No. 07-057-00-10-2023

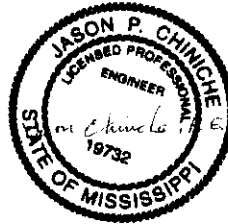
Bid Opening: Wednesday, October 29, 2025 at 10:00 AM

Bid Location: 5000 Diamondhead Circle, Diamondhead MS 39525

Bid Tabulation

				JE Talley Construction Inc. 1711Prospect Ave. Pascagoula, MS 39567		J.E. Borries Inc. 2816 Front Street Pascagoula, MS 39567	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
01500 A	Mobilization	1	LS	\$ 56,500.00	\$ 56.50	\$192,000.00	\$ 192,000.00
02200 A	Canal Dredging	102,000	CY	\$ 11.87	\$ 1,210,740.00	\$ 21.00	\$ 2,142,000.00
02200 B	Transportation of Dredged Material to Beneficial Use Site	102,000	CY	\$ 11.58	\$ 1,181,160.00	\$ 7.60	\$ 775,200.00
02200 C	Placement of Dredged Material at Beneficial Use Site	102,000	CY	\$ 7.91	\$ 806,820.00	\$ 7.00	\$ 714,000.00
02200 D	Removal & Disposal of Debris, Obstructions & Unsuitable Material	1,000	CY	\$ 22.60	\$ 22,600.00	\$ 20.80	\$ 208,000.00
TOTAL BASE BID					\$ 3,277,820.00		\$ 3,844,000.00
02200 A	Canal Dredging	-11,500	CY	\$ 7.91	\$ (90,965.00)	\$ 21.00	\$ (241,500.00)
02200 B	Transportation of Dredged Material to Beneficial Use Site	-11,500	CY	\$ 7.91	\$ (90,965.00)	\$ 7.60	\$ (87,400.00)
02200 C	Placement of Dredged Material at Beneficial Use Site	-11,500	CY	\$ 2.26	\$ (25,990.00)	\$ 7.00	\$ (80,500.00)
TOTAL DEDUCTIVE ALTERNATE #1					\$ (207,920.00)		\$ (409,400.00)
CUMULATIVE TOTAL					\$ 3,069,900.00		\$ 3,434,600.00

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



10/31/2025

Advertisement and Bid Documentation

City of Diamondhead 2025-012 Canal Dredging - Rebid

1. Advertisements
2. Bid Envelope
3. Non-Collusion Affidavit/Debarment Certification (in duplicate)
4. Bid Bond
5. Bid Proposal with Acknowledgement of Addendum
6. MS First Act Certification Letter
7. E-Verify
8. Unique Entity Identifier (UEI)
9. Mississippi Board of Contractors License
10. Questionnaire

00100 ADVERTISEMENT FOR BIDS**ADVERTISEMENT FOR BIDS****GENERAL NOTICE**

The City of Diamondhead (Owner) is requesting Bids for the construction of the following Project:

2025-012 Canal Dredging – Rebid

Sealed bids for the construction of the Project will be received at the City of Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead MS 39525, until Wednesday, October 29, 2025 at 10:00 am local time. At that time, all bids received will be publicly opened and the bid amount read aloud.

The work included in the Contract shall consist primarily of Construction of the following items:

Maintenance dredging of canals and transportation and placement of dredged material at a Wolf River Beneficial Use Site

OBTAINING THE BIDDING DOCUMENTS

Information and Bidding Documents for the Project can be found at the following designated website:

www.diamondheadbids.com

Plans and Specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.diamondheadbids.com. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders are to contact the Plan House at (228) 248-0181. No partial sets of drawings or project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

The Issuing Offices for the Bidding Documents is:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

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

Prospective Bidders may examine the Bidding Documents at the Issuing Offices on Monday-Thursday between 8:00am-5:00pm and Friday 8:00am-12:00pm CST.

00100 ADVERTISEMENT FOR BIDS**INSTRUCTIONS TO BIDDERS**

Bids must be submitted upon the standard forms contained within these contract documents furnished by Engineer, noted in the Information for Bidders. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the owner as bid security. Bidders shall also submit a current financial statement, if requested by the Owner. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The required documents shall be submitted in a sealed envelope and the outside of the envelope shall be marked plainly as: 2025-012 Canal Dredging Re-bid and the Certificate of Responsibility Number.

Bids shall be deposited with the City of Diamondhead at City Hall, 5000 Diamondhead Circle, Diamondhead MS 39525 or for those interested, bids can be submitted at www.diamondheadbids.com under the project page, prior to the hour and date designated above. No oral, telegraphic, telephonic, or e-mail proposals shall be considered. All interpretations of drawings and specifications shall be directed to Jason Chiniche at Chiniche Engineering and Surveying by email to: christina@chiniche.com. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening without Owner's consent. The Owner reserves the right to reject any or all bids and to waive any or all informalities.

Work to be performed shall be in accordance with all Federal, State and Local Regulations and Codes.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the RESTORE Council and the Mississippi Department of Environmental Quality ("MDEQ") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. All bidders must make positive efforts to use small and minority owned business and women business enterprises as subcontractors and/or suppliers, as applicable.

Approved by the order of the City of Diamondhead City Council, this the 16th day of September 2025.

Jeannie Klein, City Clerk

PUBLISH:

1st Advertisement Date: September 25, 2025

2nd Advertisement Date: October 02, 2025

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State. GEOFF BELCHER, Publisher of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 week(s) to-wit:

On the 25 day of September 2025

On the 2 day of October 2025

On the _____ day of _____ 2025

On the _____ day of _____ 2025

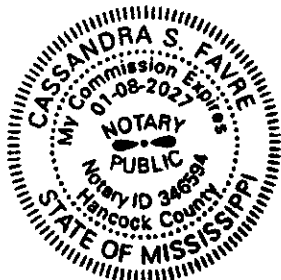
Geoff Belcher

Publisher

Sworn to and subscribed before me a NOTARY PUBLIC

Cassandra S. Favre

This 2 day of October 2025



(seal)

ADVERTISEMENT FOR BIDS GENERAL NOTICE

The City of Diamondhead (Owner) is requesting Bids for the construction of the following Project:

2025-012 Canal Dredging - Re-bid

Sealed bids for the construction of the Project will be received at the City of Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead MS 39525, until Wednesday, October 29, 2025 at 10:00 am local time. At that time, all bids received will be publicly opened and the bid amount read aloud. The work included in the Contract shall consist primarily of Construction of the following items:

Maintenance dredging of canals and transportation and placement of dredged material at a Wolf River Beneficial Use Site

OBTAINING THE BIDDING DOCUMENTS

Information and Bidding Documents for the Project can be found at the following designated website:

www.diamondheadbids.com
Plans and Specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.diamondheadbids.com.

Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders are to contact the Plan House at (228) 248-0181. No partial sets of drawings or project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

The Issuing Offices for the Bidding Documents is:

City of Diamondhead
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Diamondhead, MS 39525
Chiniche Engineering & Surveying
407 Hwy 90

Bay St. Louis, MS 39520

Prospective Bidders may examine the Bidding Documents at the Issuing Offices on Monday-Thursday between 8:00 a.m.-5:00 p.m. and Friday 8:00 a.m.-12:00 p.m. CST.

INSTRUCTIONS TO BIDDERS
Bids must be submitted upon the standard forms contained within these contract documents furnished by Engineer, noted in the Information for Bidders. Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to

the owner as bidders shall also submit a current financial statement, if requested by the Owner. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The required documents shall be submitted in a sealed envelope and the outside of the envelope shall be marked plainly as: 2025-012 Canal Dredging Re-bid and the Certificate of Responsibility Number.

Bids shall be deposited with the City of Diamondhead at City Hall, 5000 Diamondhead Circle, Diamondhead MS 39525 or for those interested, bids can be submitted at www.diamondheadbids.com under the project page, prior to the hour and date designated above. No oral, telegraphic, telephonic, or e-mail proposals shall be considered. All interpretations of drawings and specifications shall be directed to Jason Chiniche at Chiniche Engineering and Surveying by email to: christina@chiniche.com. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal.

No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening without Owner's consent. The Owner reserves the right to reject any or all bids and to waive any or all informalities.

Work to be performed shall be in accordance with all Federal, State and Local Regulations and Codes.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the RESTORE Council and the Mississippi Department of Environmental Quality ("MDEQ") under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. All bidders must make positive efforts to use small and minority owned business and women business enterprises as subcontractors and/or suppliers, as applicable.

Approved by the order of the City of Diamondhead City Council, this the 16th day of September 2025.

Jeannie Klein, City Clerk

PUBLISH:

1st Advertisement Date: September 25, 2025

2nd Advertisement Date: October 02, 2025

From: [Agency Bid Bank](#)
To: [Jeannie Klein](#)
Cc: agencybidbank@mississippi.org
Subject: New Agency Bid Bank Bid
Date: Monday, September 22, 2025 12:10:16 PM

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

New Agency Bid Bank Submission

Date: 09-22-2025 12:10 PM
Name: Jeannie Klein
Agency: City of Diamondhead
Division:
Bid Number: 175-20250922120132
Alternate Bid Number: 2025-012
Bid Due Date and Time: 10/29/2025 10:00:00 AM
NIGP Number(s) and Description(s): 96834 | Public Works Services,Dredging Services
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: PreBid Conference on 10-20-2025 02:00 PM
Pre-Bid Description (if applicable): Pre-bid conference will be held at Diamondhead City Hall- 5000 Diamondhead Circle; attendance is recommended but not required.
Bid Description: The contract shall consist primarily of dredging of maintenance dredging of canals and transportation and placement of dredge
File Attachment: 00100 ADVERTISEMENT -- Second Rebid 2025-012.pdf - 2025-012 Bid Advertisement

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the

intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. {MDA-2012}

From

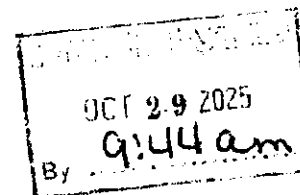
JETalley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

To:

City of Diamondhead
Diamondhead City Hall
5000 Diamondhead Circle
Diamondhead, MS 39525

Bid for construction of: **2025-012 Canal Dredging—Rebid**

Certificate of Responsibility No.: **Mississippi 20882-MC**



00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

Attest: JE Talley Construction, Inc.
 Business Address: 1711 Prospect Avenue, Pascagoula, MS 39567
 Phone Number: 228-762-0754

NON-COLLUSION AFFIDAVIT
 (TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
 COUNTY OF HANCOCK

I, Joseph E. Talley, Jr.
 (name of person signing affidavit)

individually, and in my capacity as Vice President
 (title)

of JE Talley Construction, Inc.
 (name of firm, partnership, limited liability company, or corporation)

being duly sworn, on oath do depose and say as follows:

(a) That JE Talley Construction, Inc. Bidder on the **2025-012 Canal Dredging - Rebid** for the **City of Diamondhead**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: 
 Title: Joseph E. Talley, Jr. - Vice President

Sworn before me this 29th day of October, 2025.

My commission expires January 7, 2026

Karin Ellen Richard
 Notary Public Karin Ellen Richard



00225-1

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

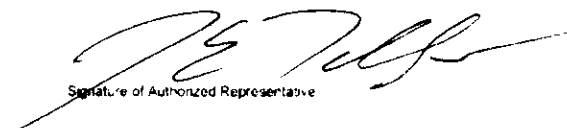
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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 contract 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 had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name **JE Talley Construction, Inc.**

Date **October 29, 2025**

By **Joseph E. Talley, Jr. - Vice President**
Name and Title of Authorized Representative


Signature of Authorized Representative

SBA Form 1623 (10-88)

00225-2

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF SECTION

00225-3

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

Attest: JE Talley Construction, Inc.
 Business Address: 1711 Prospect Avenue, Pascagoula, MS 39567
 Phone Number: 228-762-0754

NON-COLLUSION AFFIDAVIT
 (TO BE EXECUTED IN DUPLICATE)

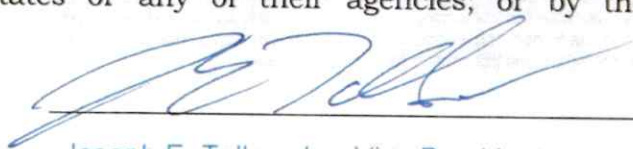
STATE OF MISSISSIPPI
 COUNTY OF HANCOCK

I, Joseph E. Talley, Jr.
 (name of person signing affidavit)
 individually, and in my capacity as Vice President
 (title)
 of JE Talley Construction, Inc.
 (name of firm, partnership, limited liability company, or corporation)

being duly sworn, on oath do depose and say as follows:

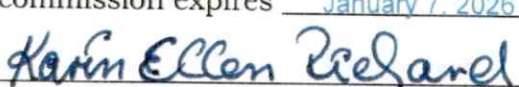
(a) That JE Talley Construction, Inc. Bidder on the **2025-012 Canal Dredging - Rebid** for the **City of Diamondhead**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: 
 Title: Joseph E. Talley, Jr. - Vice President

Sworn before me this 29th day of October, 2025.

My commission expires January 7, 2026


 Notary Public Karin Ellen Richard



00225-1

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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 contract 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
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- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name JE Talley Construction, Inc.

Date October 29, 2025

By Joseph E. Talley, Jr. - Vice President
Name and Title of Authorized Representative


Signature of Authorized Representative

SBA Form 1623 (10-88)

Printed on Recycled Paper

This form was electronically produced by E-File Federal Forms

00225-2

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
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END OF SECTION

00225-3

00675 BID BOND

BID BOND (PENAL SUM FORM)

Bidder Name: <u>JE Talley Construction, Inc.</u> Address (principal place of business): <u>1711 Prospect Avenue</u> <u>Pascagoula, MS 39567</u>		Surety Name: <u>Great Midwest Insurance Company</u> Address (principal place of business): <u>800 Gessner, Suite 600</u> <u>Houston, TX 77024</u>	
Owner Name: <u>City of Diamondhead</u> Address (principal place of business): <u>5000 Diamondhead Circle</u> <u>Diamondhead, MS 39525</u>		Bid Project (name and location): <u>2025-012 Canal Dredging - Rebid</u> <u>Diamondhead, MS</u> Bid Due Date: <u>10/29/2025</u>	
Bond Penal Sum: <u>Five Percent (5%) of Bid Amount</u> Date of Bond: <u>10/29/2025</u>			
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.			
Bidder <u>JE Talley Construction, Inc.</u> (Full formal name of Bidder)		Surety <u>Great Midwest Insurance Company</u> (Full formal name of Surety) (Corporate Seal)	
By: <u>[Signature]</u> (Signature)		By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)	
Name: <u>JOSEPH E. TALLEY, JR.</u> (Printed or typed)		Name: <u>Stephen Wesley Price, Jr.</u> (Printed or typed)	
Title: <u>VICE PRESIDENT</u>		Title: <u>Attorney-in-Fact</u> <u>Marsh McLennan Agency</u>	
Attest: <u>[Signature]</u> (Signature)		Attest: <u>[Signature]</u> (Signature)	
Name: <u>CATHY McQUEEN</u> (Printed or typed)		Name: <u>Blake Johnson</u> (Printed or typed)	
Title: <u>SECRETARY / TREASURER</u>		Title: <u>Witness</u>	
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.			



EJCDC® C-430, Bid Bond (Penal Sum Form).

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and American Society of Civil Engineers. All rights reserved.

Page 1 of 2

00675 BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form).

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Page 2 of 2

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint Trina Cobb, Peggy L Jackson, Stephen Wesley Price Jr., Baxton Brumfield, Angela Bullie

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 29th Day of October 2025



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

00700 BID PROPOSAL**BID PROPOSAL**

Proposal of JE Talley Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as an: corporation (corporation, partnership, limited liability company, or individual) to the **CITY OF DIAMONDHEAD** (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

2025-012 Canal Dredging - Rebid

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to their own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to substantially complete the Project within **240** consecutive CALENDAR days thereafter and to be fully complete and ready for final payment within **270** consecutive CALENDAR days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: October 27, 2025
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

00700 BID PROPOSAL

By submitting this BID, the BIDDER certifies that they have thoroughly examined the plans, specifications and contract documents and have visited the job site to inform themselves fully of the conditions at the site relating to the completion of the project.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that they fail to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

00700 BID PROPOSAL

BIDDER encloses a Bid Bond 5% of Base Bid Amount one hundred fifty three thousand four
DOLLARS (\$ 153,445⁰⁰) and hereby agree that in case of failure to hundred ninety
execute the Contract and furnish the required Bonds within (10) days after the five dollars
Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be
forfeited to the OWNER, as liquidated damages arising out of their failure to
execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or
Bid Bond submitted as Bid security will be returned as stipulated in the
Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order
No. 11246, as amended, including specifically the provision of the Equal
Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL
SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS
for the following unit prices:

NOTES:

1. Any erasure change or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no unit price adjustments should an increase or decrease in quantities be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to

00700 BID PROPOSAL

completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.

4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.
5. Contractor shall submit with this Bid Proposal, a completed, original 00750 Questionnaire. Failure to submit completed form shall result in rejection of the bid.
6. By submission of this bid proposal, the contractor certifies that all work, material, equipment, and incidentals for a complete and operational project per applicable codes and funding requirements are included in their bid.
7. By submittal of this Bid, Bidder certifies that they will self-perform a minimum of 75% of the total value of the project costs.
8. Contractor shall insure that all facilities are operational at the end of each workday, holiday and weekend.
9. The unit bid price for a bid item that is included in both the base bid and an alternate bid shall be the same. If there is a discrepancy with the unit bid prices, the bid will be corrected utilizing the lower unit bid price.

00700 BID PROPOSAL**BID SCHEDULE**

TO: The City of Diamondhead
Owner

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID: 2025-012 Canal Dredging - Rebid

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01500 A	Mobilization	1	LS	\$ 56,500.00	\$ 56,500.00
02200 A	Canal Dredging	102,000	CY	\$ 11.87	\$ 1,210,740.00
02200 B	Transportation of Dredged Material to Beneficial Use Site	102,000	CY	\$ 11.58	\$ 1,181,160.00
02200 C	Placement of Dredged Material at Beneficial Use Site	102,000	CY	\$ 7.91	\$ 806,820.00
02200 D	Removal & Disposal of Debris, Obstructions & Unsuitable Material	1,000	CY	\$ 22.60	\$ 22,600.00
TOTAL BASE BID					\$ 3,277,820.00

00700 BID PROPOSAL**DEDUCTIVE ALTERNATE #1 - Narrower Main Channel**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
02200 A	Canal Dredging	-11,500	CY	\$ 7.91	\$ 90,965.00
02200 B	Transportation of Dredged Material to Beneficial Use Site	-11,500	CY	\$ 7.91	\$ 90,965.00
02200 C	Placement of Dredged Material at Beneficial Use Site	-11,500	CY	\$ 2.26	\$ 25,990.00
TOTAL DEDUCTIVE ALTERNATE #1					\$ 207,920.00

PROJECT TOTAL	\$ 3,069,900.00
----------------------	-----------------

CONTRACTOR

By:

Joseph E. Talley Jr.

Title: Vice President

ADDRESS: 1711 Prospect Avenue

Pascagoula, MS 39567

CERTIFICATE OF RESPONSIBILITY NUMBER: Mississippi 20882-MC

UEI NUMBER: S2NULJWXXK48

MBE/WBE STATUS: Not Applicable

END OF SECTION



Plan holders please acknowledge the receipt of **Addendum No. 1** for:

**City of Diamondhead
2025-012 Canal Dredging - Rebid**

dated October 27, 2025, and issued by Chiniche Engineering and Surveying, by signing below and returning document via email to the Project Engineer at christina@chiniche.com.

Accepted by: Karin Ellen Richard

Date: 10.27.25

Company: JE TALLEY CONSTRUCTION



October 29, 2025

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Compliance with the Mississippi Employment Protection Act of 2008 and the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify); Compliance with the Mississippi First Act

Project Name **2025-012 Canal Dredging - Rebid**
Project Number

The purpose of this letter is to inform you that **JE Talley Construction, Inc.** is in compliance with the Mississippi Employment Protection Act of 2008, as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our E-Verify registration number is **892141**.

If awarded a contract for this project, we certify that we will comply with the provisions of the Mississippi First Act (Miss. Code Ann. § 31-5-37).

Attached, for your review, is a copy of the documentation showing our companies participation in the E-Verify program, and upon request, copies of employees' certifications will be provided as they are kept in the employee's personnel file.

Our company understands that if compliance with the above-mentioned Acts is not followed, consequences may occur as contemplated in those Acts.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'JE Talley, Jr.', is written over a faint, circular official stamp.

Joseph E. Talley, Jr.
Vice President



Welcome
MARY JOHNSON

Company
J E TALLEY CONSTRUCTION INC

User ID
MJOH2681

≡ MENU

Company Information

Company Name
J E TALLEY
CONSTRUCTION INC

Company ID Number
893141

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
1711 PROSPECT AVE

Address 2
--

City
PASCAGOULA

State
MS

Zip Code
39567

County
JACKSON

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
471463164

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor with FAR
E-Verify Clause

Federal Contractor Category
State or Local Government

Employees Being Verified
Entire workforce (all new
hires and all existing
employees throughout the
entire company)

[View / Edit](#)

NAICS Code
237 - HEAVY AND CIVIL
ENGINEERING
CONSTRUCTION

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
3

[View / Edit](#)

[View / Edit](#)

[View Original MOU Template](#)



Last Login: 06/16/2020 07:08 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

[Enable Permanent Tooltips](#)

[Accessibility](#)

[Download Viewers](#)

 An official website of the United States government

 [Home](#) E-Verify Employer Search

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The total number of locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations** – The geographic location(s) of hiring sites, by state, reported by the employer.



E-Verify Hiring Sites

1 414,833

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Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled this year]

Business Name (Input Employer's legal name or DBA name)

J E Talley Construction Inc

Industry Type

(All)

Account Status

☒ Open

☒ Terminated

Opted into E-Verify+

☒ No

☒ Yes

State/Territory

MS

Date Enrolled (Select last 30 years for all data)

Last 30 years

Total Records Filtered:

1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations
7/14/2015	J E TALLEY CONSTRUCTION INC		Open	Yes	7/14/2015		20015000	1

Parameters:

① Frequency

USCIS updates the search tool daily at approximately 2 a.m. ET. Please email us at E-Verify@uscis.dhs.gov if you have questions about the data results.

② Accuracy

Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.

③ Data

The public may not recognize business names that employers use.

Example: An employer enrolls in E-Verify using only their business name (e.g., Baristas Incorporated), but the public may only recognize their DBA name (e.g., Coffee First). If a user searches for the DBA name (Coffee First), the search tool will not return results unless the employer provided the DBA name at enrollment.

If the search tool results include the name of a business that indicate an employer has more than one hiring site or business location, it does not necessarily mean that all of the hiring sites are enrolled in E-Verify. A hiring site is the location where the employer hires employees and completes Form I-9, Employment Eligibility Verification. Employers with multiple locations may choose which of their sites participate in E-Verify.

Example: A user may search for Candy Company and find a listing for Candy Company in the search tool. That does not mean every Candy Company store

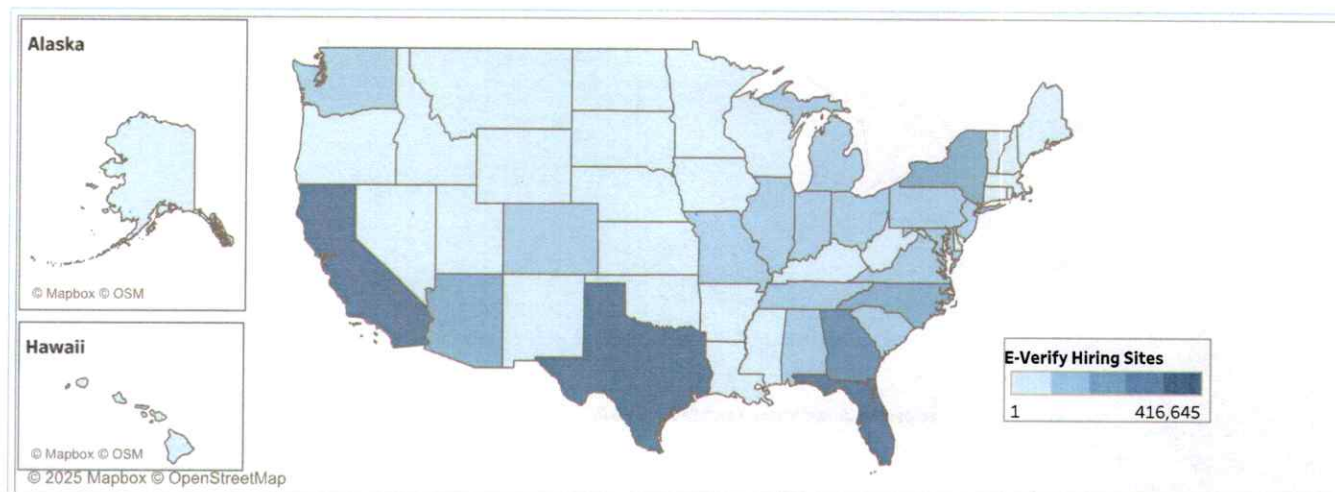
across the United States is enrolled in E-Verify.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

Data [E-Verify employer search tool](#) [E-Verify participating employers](#)

Last Updated Date: 09/24/2024



Map based on search tool's [full](#) data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled this year]

Business Name [Input Employer's legal name or DBA name]

Contains "je Talley"

Industry Type

All

Account Status

☒ Open

☒ Terminated

Opted into E-Verify+

☒ No

☒ Yes

State/Territory

MS

Date Enrolled [Select last 30 years for all data]

01/01/1991 to 12/31/2025

Total Records Filtered:

1

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
7/14/2015	JE TALLEY CONSTRUCTION INC		Open	Yes	7/14/2015		20 to 99	MS	1



Item No.8.

JE TALLEY CONSTRUCTION INC

Unique Entity ID S2NULJWXXK48	CAGE / NCAGE 98TF2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 24, 2026	
Physical Address 1711 Prospect AVE Pascagoula, Mississippi 39567-4445 United States	Mailing Address 1711 Prospect AVE Pascagoula, Mississippi 39567-4445 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Mississippi 04	State / Country of Incorporation Mississippi / United States	URL (blank)

Registration Dates

Activation Date Oct 28, 2025	Submission Date Oct 24, 2025	Initial Registration Date Jan 24, 2022
--	--	--

Entity Dates

Entity Start Date Aug 1, 2014	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
98TF2

Electronic Business

Jenna Talley, Administrative Assistant

1711 Prospect AVE
Pascagoula, Mississippi 39567
United States

Government Business

Jenna Talley, Administrative Assistant

1711 Prospect AVE.
Pascagoula, Mississippi 39567
United States

Past Performance

Joseph E Talley, Jr., Vice President

1711 Prospect AVE.
Pascagoula, Mississippi 39567
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237990	Other Heavy And Civil Engineering Construction

Product and Service Codes

PSC	PSC Name
Z1KB	Maintenance Of Canals
Z1PA	Maintenance Of Recreation Facilities (Non-Building)
Z1PC	Maintenance Of Unimproved Real Property (Land)
Z1PZ	Maintenance Of Other Non-Building Facilities
Z2KB	Repair Or Alteration Of Canals
Z2PC	Repair Or Alteration Of Unimproved Real Property (Land)

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Per Contract	\$2,000,000.00

States
Mississippi

Counties
MS: JACKSON, HARRISON, HANCOCK

Metropolitan Statistical Areas
MS: Biloxi-Gulfport-Pascagoula



Michael Watson

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 1st day of August, 2014, the State of Mississippi issued a Charter/ Certificate of Authority to:

JE TALLEY CONSTRUCTION INC

That the state of incorporation is Mississippi.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said JE Talley Construction Inc is in good standing at this time.

Given under my hand and seal of office
the 2nd day of January, 2025

Certificate Number: CN25203492

Verify this certificate online at <http://corp.sos.ms.gov/corpconv/verifycertificate.aspx>

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

JE TALLEY CONSTRUCTION INC
1711 PROSPECT AVE
PASCAGOULA, MS 39567

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) DEMOLITION
 3) DREDGING 4) ELECTRICAL WORK
 5) HEAVY CONSTRUCTION 6) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
 7) LANDSCAPING, GRADING, BEAUTIFICATION 8) MECHANICAL WORK
 9) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION 10) PILE DRIVING



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 3 day of Dec., 2024

CERTIFICATE OF RESPONSIBILITY

No. 20882-MC

Expires Dec. 3, 2025

Joel Q. Canall

CHAIRMAN OF THE BOARD

Licensed

JE TALLEY CONSTRUCTION INC

20882-MC

Address 1711 PROSPECT AVE
PASCAGOULA, MS 39567
JACKSON County

Phone 228-762-0754

Fax 228-769-6958

Expiration 12/03/2025

Minority No

First Issue 12/03/2014

Status Licensed

Class(es)	Classification	Qualifying Name
	BUILDING CONSTRUCTION	JOSEPH TALLEY
	DEMOLITION	JOSEPH TALLEY
	DREDGING	JOSEPH TALLEY
	ELECTRICAL WORK	JOSEPH TALLEY
	HEAVY CONSTRUCTION	JOSEPH TALLEY
	HIGHWAY, STREET AND BRIDGE CONSTRUCTION	JOSEPH TALLEY
	LANDSCAPING, GRADING, BEAUTIFICATION	JOSEPH TALLEY
	MECHANICAL WORK	JOSEPH TALLEY
	MUNICIPAL AND PUBLIC WORKS CONSTRUCTION	JOSEPH TALLEY
	PILE DRIVING	JOSEPH TALLEY

Officers	
Name	Title
JOSEPH TALLEY SR	PRESIDENT
JOSEPH TALLEY JR	VICE-PRESIDENT
CATHY MCQUEEN	SECRETARY

00750 QUESTIONNAIRE

All prospective Bidders are required to submit 1 original, completed Questionnaire as part of the Bid response. Failure to submit completed form shall result in rejection of the bid.

1. List project history for similar projects within the previous 5 years. Provide Owner contact information, project scope, location and final construction costs.

Jackson County Board of Supervisors, 228-769-3088, 33,488 cy of Dredge Material (West Jackson County) \$1,228,263
Long Beach Water Management District, 228-868-1111, 62,548 lf of Debris (Esper to Bayou Portage) \$148,540
Harrison County Board of Supervisors, 228-865-4200, 8,626 cy of Dredge Material & West Biloxi Boat Launch \$2,963,848
City of Biloxi, City Engineer, 228-435-6259, 6,893 cy of Dredge Material, Brasher Bayou Dredge Project #1119, \$318,032.75

2. Provide information regarding any previous projects which the bidding firm has defaulted on the contract or list any construction litigation the bidding firm has been associated with.

None

3. Provide company history and ownership details of the bidding firm to include all ownership parties and years of service as a licensed General Contractor.

Joseph E. Talley, Sr. - President

Joseph E. Talley, Jr. - Vice President

4. Provide all Surety information relative to Surety Company associated with Bid Bond to include Name, Address and Agent.

SureTec Insurance Company

Mississippi Agent, Fisher Brown Bottrell a Marsh & McLennan Agency LLC Company

315 Newpointe Drive

Ridgeland, MS 39157

601-960-7443

5. List all subcontractors for the project. Provide contact information and their history for similar projects within the previous 5 years.

None

Agenda Item #2025- 264

City of Diamondhead, MS
Request for Council Action

TO: City Council/City ClerkFROM: Anna LieseDATE: 10/22/2025

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

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED

11/4/2025

ORDINANCE/RESOLUTION CAPTION:

Motion to authorize the creation and installation of an outdoor free food pantry box to be located on City Hall property. The purpose of this initiative is to help address local food insecurity by providing 24/7 access to non-perishable food items for residents in need. The pantry will operate on a "take what you need, leave what you can" model and be maintained in partnership with local volunteers and organizations.

REQUIRED SIGNATURE

REQUESTED BY:



COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Motion Only

Comp



5000 Diamondhead Circle • Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: October 30, 2025

SUBJECT: 784 Maui Circle Rear Yard Setback Variance

- Covered patio addition within 11' of rear yard setback
- 9' rear yard setback variance requested.
- Residence is 38' from front yard setback and only 25' from rear yard setback.
- Gutters and downspouts provided.
- No objections.

The Planning & Zoning Commission voted unanimously to recommend to approve.



5000 Diamondhead Circle · Diamondhead, MS 39525
 Phone: 228.222.4626 Fax: 228-222-4390
 www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: October 28, 2025

NATURE OF REQUEST: Robert Shiyou has filed an application requesting a variance from the Zoning Ordinance (Article 3.4.7) to allow a covered patio addition within 11' of the rear yard property line. The property address is 784 Maui Circle. The tax parcel number is 067R-2-36-180.000. The property is in a R-6 zoning district. The rear yard setback for an addition is 20'. The variance requested is 9'. The Case File Number is 202500630.

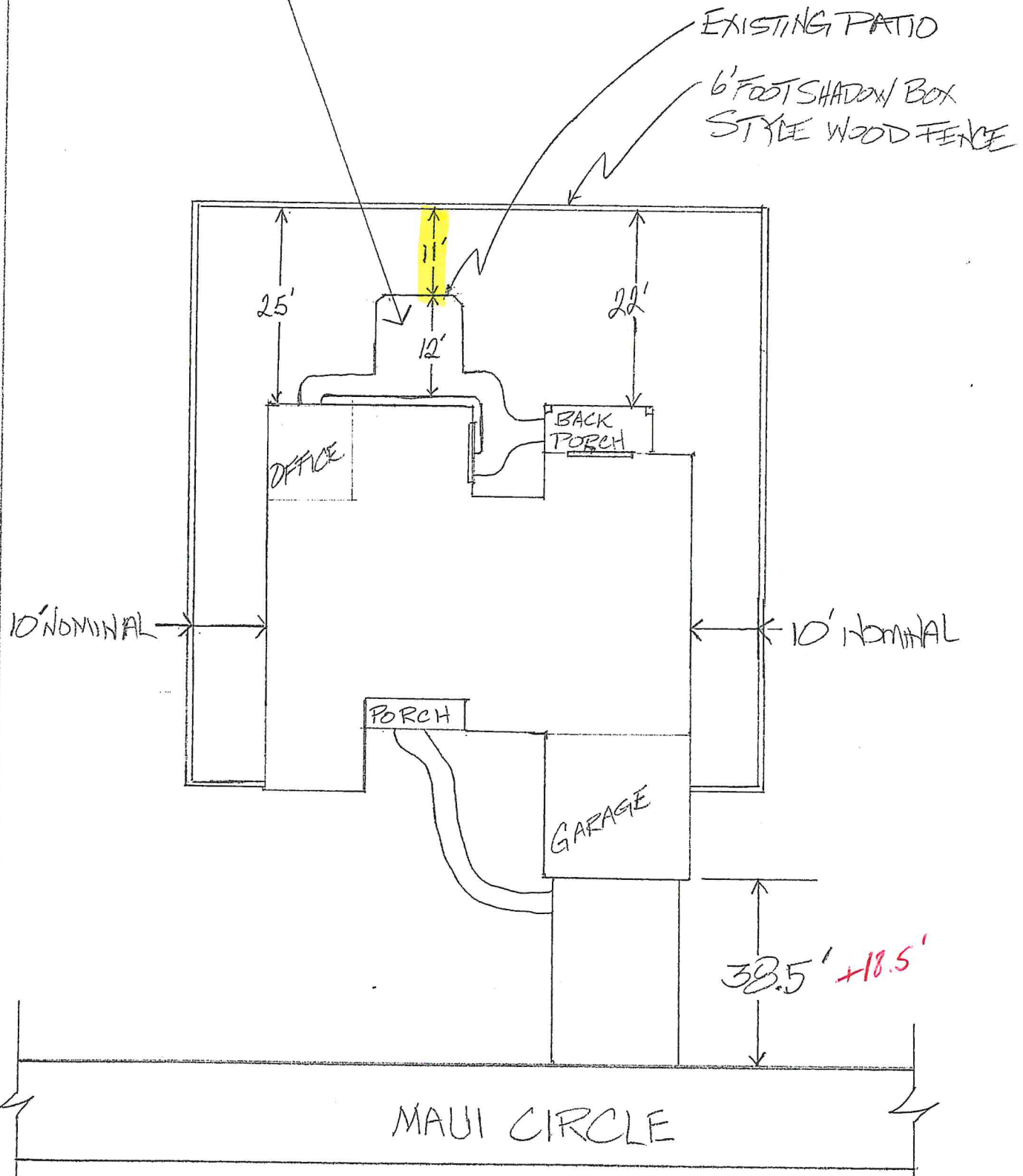
DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: October 28, 2025

RECOMMENDATION TO PLANNING COMMISSION: To **approve** the variance as petitioned.

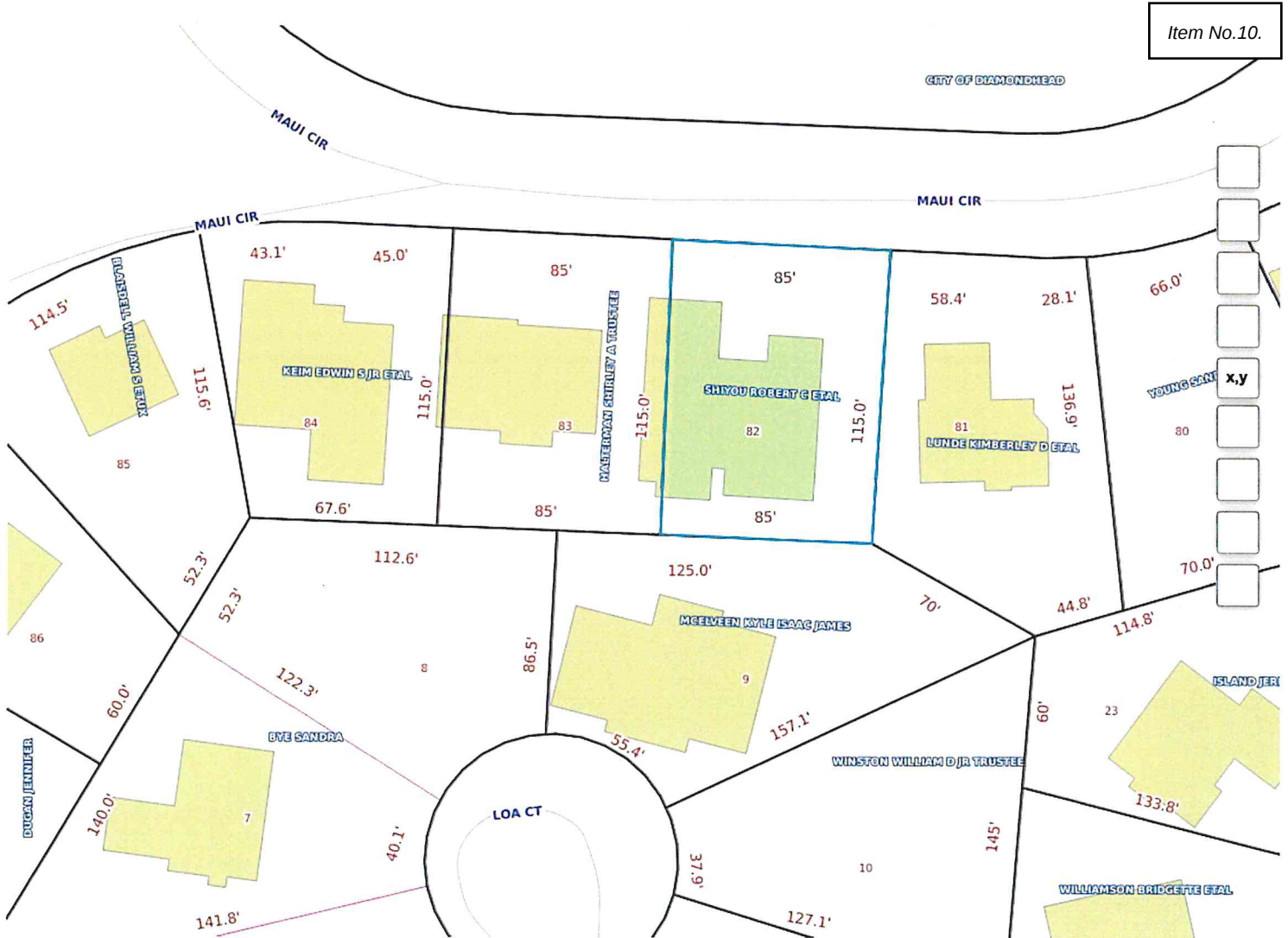
The staff recommends approving the variance based on the following findings of fact.

- A. That special conditions and circumstances *do* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *Residence is setback 38.5' from front yard setback.*
- B. That literal interpretation of the provisions of this title *would* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *Many of the properties in this district have covered patio additions.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant. *Conditions are created by residence placement.*
- D. That granting the variance requested *will not* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district. *There are many residents in the R-6 District that have been granted a variance to allow additions.*
- E. The variance, if authorized, *will* represent the minimum variance that will afford relief and *will* represent the least modification possible of the regulation in issue.
- F. The Variance *does* observe the spirit of the Ordinance and *will not* change the character of the district (area).
- G. The Variance *will* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will not* result in any change in use or density of the subject property.

EXISTING PATIO. REQUEST
VARIANCE OF 11' TO REAR
OF PROPERTY.



PLOT PLAN VIEW - NOT TO SCALE



**067R-2-36-
180.000**

Parcel Number: 067R-2-36-180.000

Owner Name: SHIYOU ROBERT C
ETAL

Owner Address: 784 MAUI CIRCLE
Owner City, State ZIP: DIAMONDHEAD,
MS 395250000

Physical Address: 784 MAUI CIRCLE
Improvement Type: RES

Year Built: 1998
Base Area: 2713
Adjusted Area: 3156
Actual Total Value: 233722
Taxable Total Value: 0
Estimated Tax: 2633.19

Homestead Exemption: Yes

Deed Book: 2007

Deed Page: 10740

Legal Description 1: 82 BLK 2 UN3 PH
2 DIAMONDHEAD

Legal Description 2:
Legal Description 3:

Close

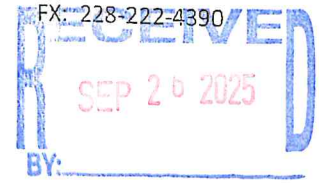
Export

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5000 Diamondhead Circle
Diamondhead, MS 39525

Ph: 228-222-4626

FX: 228-222-4390



APPLICATION FOR VARIANCE REQUEST

Case Number: 202500630

Date 9/26/25

Applicant: Robert C. Shiyon

Applicant's Address: 784 Maui Circle

Applicant's Email Address: robertshiyon@gmail.com

Applicant's Contact Number: (Home) _____ (Work) _____ (Cell) 228-493-4930

Property Owner: Same as above

Owner's Mailing Address: _____

Owner's Email Address robertshiyon@gmail.com

Owner's Contact Number: (Home) 228 (Work) _____ (Cell) 228-493-4930

Tax Roll Parcel Number: 067R-2-36-180.000

Physical Street Address: _____

Legal Description of Property: _____

Zoning District: R-6

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

Rear Variance - Construct patio cover over existing concrete patio foundation within 20' of rear property line.

REQUIRED ITEM AProperty Owner Robert C ShiyonStreet Address 784 Momi Circle

Statement Describing Variance Request

Request to Construct a patio cover over an existing concrete patio. Existing concrete patio is 11 feet (eleven feet) from property line in rear of home.

The reasons why it complies with the criteria for variances:

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

Response: House was constructed on a small lot and set back from the street resulting in small (short) backyard

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

Response: YES. Owner would not be able to enjoy the numerous benefits enjoyed by others who have covered patios.

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

Response: Conditions are not caused by owner. They are the same as when house was purchased in 2007.

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

Response: Variance would not give owner any special privileges. Many owners throughout Diamondhead enjoy covered patios.

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

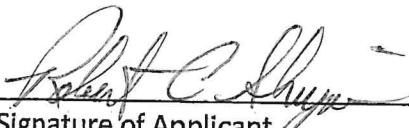
That additional information may be required by the Planning Commission prior to final disposition.

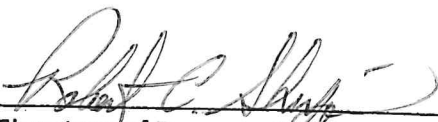
The City Council will not accept new case evidence once the recommendation has been made by the Planning Commission. If new evidence needs to be presented, the applicant will need to request that the matter be referred back to the Planning Commission for review.

The Public Hearing will be held on November 11th at 6:00 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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


Signature of Applicant


Signature of Property Owner

____ For Official Use Only ____

☒ \$100.00

☒ Copy of Deed, Lease or Contract

☒ Site Plan

☐ Parking Spaces

☐ List of Property Owner

☒ Application Signed

☐ Written Project Description

☐ Drainage Plan NA ()

☐ Notarized Statement NA ()



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228-222-4390

TO: Robert Shiyou and adjacent property owners

FROM: J. Pat Rich, Development Coordinator

A handwritten signature in black ink, appearing to read 'J. Pat Rich', is written over the printed name.

DATE: October 10, 2025

SUBJECT: Variance request before the Planning & Zoning Commission

Robert Shiyou has filed an application requesting a variance from the Zoning Ordinance (Article 3.4.7) to allow a covered patio addition within 11 feet of the rear yard property line. The address is 784 Maui Circle. Tax parcel number is 131A-0-01-064.000. The property is in a R-6 zoning district. The rear yard setback for an addition is 20'. The variance requested is 9'. The Case File Number is 202500630.

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

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, October 28, 2025, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact J. Pat Rich, Development Coordinator, at 228-242-1613 or prich@diamondhead.ms.gov.

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

Robert Shiyou has filed an application requesting a variance from the Zoning Ordinance (Article 3.4.7) to allow a covered patio addition within 11 feet of the rear yard property line. The address is 784 Maui Circle. Tax parcel number is 131A-0-01-064.000. The property is in a R-6 zoning district. The rear yard setback for an addition is 20'. The variance requested is 9'. The Case File Number is 202500630.

The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Landscaping Ordinance Article 5.9. The Case File Number is 202500600.

The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Tree Ordinance Article 7.1. The Case File Number is 202500601.

The City of Diamondhead will hold a public hearing on a proposed Text Amendment to the Fence Ordinance Article 4.3.10. The purpose of the amendment is to allow fences greater than 6' in selected areas. The Case File Number is 202500498.

In accordance with the Comprehensive Zoning Ordinance Article 9.8, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited period, or may be granted subject to conditions as the Planning Commission or Mayor and City Council may prescribe.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, October 26, 2025, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact J. Pat Rich, Development Coordinator, at prich@diamondhead.ms.gov or 228-242-1613.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) sets forth the intentions and understandings among Diamondhead Country Club & Property Owners’ Association, Inc. (“DHPOA”), the City of Diamondhead (“City”), and Purcell Co., Inc. (“Purcell”) regarding the donation and conveyance of certain DHPOA-owned amenities and properties to the City, subject to the approvals and conditions described below.

RECITALS

WHEREAS, the Board of Directors of DHPOA (“Board”) met in open session on October 20, 2025, and voted in favor of a motion to approve the donation and conveyance to the City of Diamondhead of the amenities and properties identified on **Exhibit A** attached hereto, subject to specific conditions;

WHEREAS, the Board further authorized and instructed DHPOA legal counsel and staff to take all necessary actions to prepare, in cooperation with the City’s legal counsel and staff and with counsel and staff for Purcell, a proposed agreement for presentation to the DHPOA Board at an anticipated meeting during the first week of November 2025 for final approval;

WHEREAS, the City of Diamondhead is expected to consider and vote upon the acceptance of the donation and conveyance of the amenities and properties described on **Exhibit A** on November 4, 2025;

WHEREAS, Purcell holds a contractual right of first refusal with respect to the transfer of certain assets owned by DHPOA, and DHPOA acknowledges that no conveyance of the amenities or properties described on **Exhibit A** may occur until Purcell has been afforded the opportunity to review the proposed donation and either exercise or waive its right of first refusal; and

WHEREAS, the parties desire to memorialize their mutual understanding regarding the intended conveyance, the conditions attached thereto, and the cooperative process for finalizing and executing the necessary documentation.

NOW, THEREFORE, the Parties agree as follows:

That the DHPOA and the City express their mutual intent to proceed toward the donation and conveyance of the amenities and properties identified on **Exhibit A**, subject to the conditions set forth below, the preparation and approval of final conveyance documents, and the satisfaction of all conditions precedent, including Purcell's review and waiver of its right of first refusal.

That the donation and conveyance shall be subject to the following conditions, which shall be incorporated into the final conveyance documents:

- Parking at the conveyed amenities and properties shall remain available to the public.
- The amenities shall be used for the same or similar purposes as their current use in perpetuity.
- The amenities shall be maintained to at least the same standard as they are presently maintained.
- The City shall lease to DHPOA certain portions of the Public Works Maintenance Yard at a nominal charge as determined by the General Manager of the DHPOA and City Manager of the City within 30 days following the execution of this MOU.

That the donation and conveyance cannot take place until certain requirements have been completed. Specifically, the following are conditions precedent to the conveyance:

- Approval of the final conveyance documents by the DHPOA Board;

- Formal acceptance of the donation by vote of the City Council of the City of Diamondhead;
and
- Written confirmation by Purcell, through an authorized representative, that it has reviewed the proposed donation/conveyance and waives its right of first refusal with respect thereto.
- The City intends to engage legal counsel to conduct a title search of the properties and amenities to be conveyed prior to closing, and the City shall be responsible for all fees and costs associated with such title search and related title work.
- The City shall be responsible for all fees and costs associated with the preparation of all deeds and other conveyance-related instruments.
- The City shall have a period of due diligence for 30 days following the execution of this MOU, to which they may conduct title searches and any other investigations or reviews it deems necessary. The City shall be responsible for all fees and costs associated with such due diligence.
- The DHPOA hereby grants the City, its agents, employees, contractors, and all other persons authorized by the City, during their 30 day period of due diligence, permission to enter the properties described in Exhibit A to obtain and perform any such tests, studies, examinations as the City may deem necessary or advisable including, but not limited to, drainage, soils, hazardous waste, environmental, topographical, geological tests and studies and any such related engineering studies and tests as the City deems necessary with regard to the City's proposed use of the properties described in Exhibit A.
- The General Manager of the DHPOA and the City Manager for the City shall have 30 days following execution of this MOU to identify any and all stormwater drainage lots, as referenced in Exhibit A, that are intended to be donated and conveyed.

- The City shall indemnify and hold the DHPOA harmless from and against any liability, loss, damage, claim, cost or expense which results from any such entry by the City or its agents, employees, contractors, and all other persons authorized by it, or any of them upon the properties described in **Exhibit A** or performance of such tests, studies and examinations.

That the DHPOA, the City, and Purcell agree to cooperate in good faith through their respective counsel and staff to prepare the necessary agreements, deeds, or other conveyance-related instruments consistent with this MOU and in accordance with applicable law.

That prior to execution and recordation, all deeds and conveyance-related instruments prepared pursuant to this MOU shall be reviewed and approved by legal counsel for both DHPOA and the City.

That until the conveyance becomes effective, DHPOA shall maintain the amenities and properties described on **Exhibit A** in their current condition and shall not sell, lease, or otherwise transfer any interest in such properties to any third party other than the City, absent written consent of the parties.

That this MOU does not itself convey, or obligate any party to convey or accept, any real property or interest therein. The final conveyance shall occur only upon execution and delivery of mutually approved conveyance documents.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding on the dates indicated below.

Nancy Sislow, President
Diamondhead Country Club
& Property Owners' Association, Inc.

Rick Goldstein, General Manager
Diamondhead Country Club
& Property Owners' Association, Inc.

Jon McCraw, Manager
City of Diamondhead

Artis E. James, Jr., President
Purcell Co., Inc.

WAIVER OF RIGHT OF FIRST OF REFUSAL

I, Artis E. James, Jr., President and authorized representative of Purcell Co., Inc., hereby acknowledge that I have received and reviewed the proposed donation and conveyance of the amenities and properties identified on **Exhibit A** to the City of Diamondhead. I, on behalf of Purcell Co., Inc., hereby expressly waive the right of first refusal with respect to such donation and conveyance and agree that the Diamondhead Country Club & Property Owners' Association and the City of Diamondhead may proceed with the conveyance in accordance with the terms of the Memorandum of Understanding executed above.

Artis E. James, Jr., President
Purcell Co., Inc.

EXHIBIT A

List of Amenities and Properties

- Athletic Fields at Noma Drive;
- Playgrounds and Fields at the East Recreation Area;
- Twin Lakes Recreation Area;
- Stormwater Drainage Lots as identified by DHPOA staff and the City;
- Community Center and Adjacent Parking;
- Public Works Maintenance Yard; and
- Airstrip and all related facilities and land.

CONTRACT FOR MUNICIPAL COURT JUDGE

CLIENT: CITY OF DIAMONDHEAD
 ADDRESS: 5000 Diamondhead Circle
 Diamondhead, MS 39525

FOR AND IN CONSIDERATION of municipal court judge services rendered and to be rendered, the undersigned City of Diamondhead, does hereby employ on a contract basis, R. Hayes Johnson, Jr., Esq., for City of Diamondhead as its Municipal Court Judge.

All services for work performed as Municipal Court Judge will be billed to the City of Diamondhead at the flat monthly rate of \$_____per month. The rate will remain in effect for the term of the contract.

The term of this contract is from _____, until _____, and shall be automatically renewed in one year increments thereafter, unless the City of Diamondhead provides thirty day written notice of its intent not to renew this Contract.

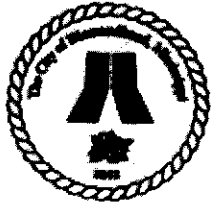
In his role as Municipal Court Judge, R. Hayes Johnson, Jr., agrees to be available at all Court Hearing dates and to provide all services inherent as Municipal Court Judge, as set out in Miss. Code Ann. §21-23-7, including but not limited to: conduct all initial, preliminary, bond, emergency and regularly scheduled hearings; be available 24 hours a day by telephone or in person to confer with other court or law enforcement officers, for purposes of setting bond, reviewing/issuing warrants, and other tasks as needed; to manage the court's community service program; and to be available as needed to confer with municipal officials or to participate in community events regarding court business.

WITNESS OUR SIGNATURES, this ____day of _____, 2025.

CITY OF DIAMONDHEAD:

 City Manager, Jon McCraw

 R. Hayes Johnson



City of Diamondhead, MS

Docket of Claims Register Council

Item No.13.

APPKT02467 - 11.4.25 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT233267	AGJ	11/04/2025	126622	IT - MONTHLY BILLING - NOVEMBER 2025	001-140-605.00	Professional Fees - IT	469.00
							27.00
					001-140-605.00	Professional Fees - IT	376.00
					001-140-605.00	Professional Fees - IT	66.00
DKT233268	Airgas Inc	11/04/2025	5519567651	GAS RENTALS - PUBLIC WORKS	001-301-640.00	Rentals	162.31
							43.66
					001-301-640.00	Rentals	74.99
					001-301-640.00	Rentals	43.66

Docket of Claims Register - Council

APPKT02467 ET

Item No.13.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
DKT233269	Amazon com LLC	11/04/2025	1D9X-6RWY-CPN7	TABLECLOTHS, DRIVE MARKER, STICKY NOTE, LITTER, AW	001-140-501.00	Supplies		861.17
							8.95	
					001-140-510.00	Cleaning & Janitorial	21.40	
					001-140-510.00	Cleaning & Janitorial	18.15	
					001-140-501.00	Supplies	191.98	
					001-140-501.00	Supplies	65.28	
					001-140-501.00	Supplies	126.64	
					001-653-650.00	Promotions	44.62	
					001-301-501.00	Supplies	79.99	
					001-140-501.00	Supplies	7.19	
					001-301-510.00	Janitorial Supplies	220.26	
					001-301-510.00	Janitorial Supplies	12.62	
					001-653-650.00	Promotions	13.90	
					001-653-650.00	Promotions	23.51	
					001-653-650.00	Promotions	19.97	
			1Y4H-YYJ9-GWT7		001-140-501.00	Supplies	6.71	
DKT233270	ARTHUR J GALLAGHER AND CO	11/04/2025	5788740	ADD 2025 DURANGO #8412	001-200-625.00	Insurance	1,481.00	2,014.00
			5789204	2025 DURANGO #2849 & #28 INSURANCE	001-200-625.00	Insurance	1,088.00	
			5799695	DELETE 2010 CROWN VIC VIN #6155	001-200-625.00	Insurance	-555.00	
DKT233271	Cash	11/04/2025	BBQ2025	BBQ FEST 2025 - CHANGE FUND	001-000-016.10	Event Cash/Change Drawer	300.00	300.00
DKT233272	CATEGORY 6 ENTERTAINMENT INC	11/04/2025	2025	CATEGORY 6 - BBQ FEST 2025	001-653-650.00	Promotions	3,000.00	3,000.00
DKT233273	Coastal Tire and Auto LLC	11/04/2025	92296	FA #550 TIRES	001-301-570.00	Repairs & Maintenance - Vehicle	640.00	640.00

Docket of Claims Register - Council

APPKT02467

Item No.13.

ET

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT233274	Covington Civil and Environmental LLC						95,454.84
	11/04/2025	16175.08216	DH PAVING 2025	302-301-602.00	Professional Fees - Engineering	2,845.00	
		16175.08217	ANNUAL UNIT PRICE CONTRACT	001-301-602.00	Professional Fees - Engineering	1,530.00	
		16175.08218	ON CALL SURVEY SERVICES - FY 25	001-301-602.00	Professional Fees - Engineering	3,135.00	
		16175.08219	KOME DRIVE AND FAIRWAY DRIVE DRAINAGE	165-000-602.00	Professional Fees Engineering - GOMESA FY23	4,249.84	
		16175.08221	SITE DEVELOPMENT PLAN & REVIEW - FY 25	001-280-602.00	Professional Fees - Engineering	795.00	
		16175.08222	EAST ALOHA SIDEWALKS	157-653-602.00	Professional Fees - Engineering -E Aloha Impr Ph2	4,900.00	
		16175.08223	DIAMONDHEAD PAVING 2026	302-301-602.00	Professional Fees - Engineering	72,000.00	
		16422.08-45	CITY ENGINEERING SERVICES	001-301-602.00	Professional Fees - Engineering	3,000.00	
		16442.08-46		001-301-602.00	Professional Fees - Engineering	3,000.00	
DKT233275	CSpire Cell Service						1,179.04
	11/04/2025	10/18/25	CELLULAR SERVICE FOR OCOTBER	001-100-632.00	Telephone - Cell	176.51	
				001-140-632.00	Telephone - Cell	44.89	
				001-200-612.00	Internet	344.80	
				001-280-632.00	Telephone - Cell	179.56	
				001-301-632.00	Telephone - Cell	433.28	
DKT233276	CUSICK & WILLIAMS, PLLC						12,031.25
	11/04/2025	2040	GENERAL MATTERS -- OCTOBER	001-140-603.00	Professional Fees - Legal	7,843.75	
		2041	PLANNING AND ZONING --	001-280-603.00	Professional Fees - Legal	1,187.50	
		2042	CITY PROSECUTOR	001-110-603.00	Professional Fees - Legal	3,000.00	
DKT233277	Diamondhead Water and Sewer District						829.47
	11/04/2025	11/10/25-002	WATER	001-301-630.00	Utilities - Streetlights & Other	26.32	
		11/10/25-004		001-301-630.00	Utilities - Streetlights & Other	78.96	
		11/10/25-010		001-301-630.00	Utilities - Streetlights & Other	26.32	
		11/10/25-020		001-140-630.00	Utilities - General	252.72	
				001-140-630.00	Utilities - General	126.36	
		11/10/25-021		001-301-630.00	Utilities - Streetlights & Other	26.32	
		11/10/25-170		001-301-630.00	Utilities - Streetlights & Other	118.72	
		11/10/25-2070		001-301-630.00	Utilities - Streetlights & Other	26.32	
		11/10/25-472		001-301-630.00	Utilities - Streetlights & Other	58.47	
		11/10/25-473		001-301-630.00	Utilities - Streetlights & Other	62.64	
		11/10/25-830		001-301-630.00	Utilities - Streetlights & Other	26.32	
DKT233278	Eagle Energy						2,416.42
	11/04/2025	48678	PUBLIC WORKS FUEL	001-301-525.00	Fuel	12.66	
				001-301-525.00	Fuel	1,356.20	
		48679		001-301-525.00	Fuel	1,047.56	

Docket of Claims Register - Council

APPKT02467 Item No.13. ET

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT233279	Fire Code Compliance LLC	11/04/2025	25-069	FIRE EXTINGUISHER	001-140-681.00	Other Services & Charges	185.00
DKT233280	Fuelman	11/04/2025	NP69331279	FOR THE WEEK ENDING 10.19.25	001-200-525.00	Fuel	635.61
			NP69354769	FOR THE WEEK ENDING 10.26.25	001-200-525.00	Fuel	805.12
					001-280-525.00	Fuel	85.58
DKT233281	Hancock County Sheriffs Office	11/04/2025	2025.DHLE.53	INTERLOCAL AGREEMENT FOR WEEK ENDING 9.20.25	001-110-681.00	Other Services & Charges	51.60
					001-200-690.00	Interlocal Agreement	35,439.47
					001-200-612.00	Internet	164.00
			2026.DHLE.54	INTERLOCAL AGREEMENT FOR WEEK ENDING 10.4.25	001-110-681.00	Other Services & Charges	51.60
					001-200-632.00	Telephone - Cell Service	224.88
					001-200-690.00	Interlocal Agreement	31,533.19
					001-653-650.00	Promotions	283.28
					001-200-612.00	Internet	164.00
					001-200-625.00	Insurance	1,750.00
					001-200-632.00	Telephone - Cell Service	40.23
DKT233282	JLB CONTRACTORS LLC	11/04/2025	8 - KOME	KOME DRIVE AND KALIPEKONA POND DRAINAGE	165-000-912.00	Capital Outlay Streets & Drainage-GOMESA FY23	60,201.38
DKT233283	MICROMETHODS LABORATORY INC	11/04/2025	2510244-000	MOLD AND MOISTURE ASSESSMENT	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	975.00
DKT233284	Mow Life LLC	11/04/2025	21588	FA833 AND FA831 REPAIRS	001-301-635.00	Professional Fees - R&M Outside Services	30.00
					001-301-635.00	Professional Fees - R&M Outside Services	260.00
					001-301-635.00	Professional Fees - R&M Outside Services	118.00
DKT233285	S&L Office Supplies	11/04/2025	130647	JANITORIAL SUPPLIES - CITY HALL	001-140-510.00	Cleaning & Janitorial	118.26
					001-140-510.00	Cleaning & Janitorial	139.84

Docket of Claims Register - Council

APPKT02467 ET

Item No.13.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line Amount	
DKT233286	South MS Business Machines Gulfport						
	11/04/2025	490801	PER COPY CHARGE FOR OCTOBER	001-280-506.00	Copier Usage/Maintenance	61.12	61.12
DKT233287	THE SEA COAST ECHO						
	11/04/2025	10/23/25	DOG PARK ADVERTISING	001-140-620.00	Advertising	161.62	161.62
DKT233288	US BANK NATIONAL ASSOCIATION						
	11/04/2025	10/15/25	TRUNK OR TREAT - 2025	001-140-650.00	Promotions	425.10	425.10
DKT233289	VULCAN MATERIALS COMPANY						
	11/04/2025	4893456	100LB CRUSHED AGGREGATES	001-301-583.00	Gravel, Sand, Rip Rap	4,603.99	4,603.99
DKT233290	Waste Management						
	11/04/2025	0876892-4768-9	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	80.07	80.07
Total Claims: 24						Total Payment Amount:	257,945.44

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statements
Coversheet to Monthly Budget Report
For the Month Ended September 30, 2025

ALL FUNDS HIGHLIGHTS

*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
Total YTD Revenue	\$	14,805,261	\$ 12,059,930
Total Budget	\$	28,980,182	\$ 21,532,475
% Actual to Budget		51.1%	
Current Month % to Fiscal Year		100.0%	100.0%
*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
Total YTD Expenses Actual Activity	\$	13,110,550	\$ 16,243,267
Total YTD Expenses Activity w/ Encumbrances	\$	15,825,127	\$ 13,014,243
Total Budget	\$	36,476,280	\$ 24,778,312
% Actual to Budget		35.9%	
% Actual w/ Encumbrances to Budget		43.4%	
Current Month % to Fiscal Year		100.0%	100.0%

* Excludes Other Financing Sources and Uses

Depository Account Balances as of: September 30, 2025

General Bank Acct:	\$	4,968,624	Unrestricted	\$	6,472,610
Accounts Payable Clearing:		40,848	Fiduciary Fund		46,799
Payroll Clearing:		86,837	Solid Waste		223,103
Contingency Operating Fund:		2,087,803	Grant Funds		754,403
Cap Exp -Commercial District		1,012,763	MS Infrastructure		260,671
Cap Exp - Police Unit		50,635	Amer Rescue & F		232,559
			GO BONDS 2022		257,366
TOTAL	\$	8,247,511		\$	8,247,511

Fund Activity	YTD Actual	YTD Actual w/ Encumbrances	Total Current Budget
001 - General Fund	\$ 1,364,305	\$ 814,536	\$ (490,994)
104 - MS Infrastructure Modernization Fund	\$ 123,218	\$ 123,218	\$ (100,642)
115 - Grant- Tidelands FY20 Rotten Bayou F	\$ 100,000	\$ 91,951	\$ (20,760)
118 - Grant-GRPC/MDOT West Aloha	\$ (33,600)	\$ (168,000)	\$ -
122 - Capital X Funds FY24 Commere	\$ 1,012,766	\$ 1,012,766	\$ -
121 - Grant - RESTORE-DEQ Canal I	\$ (158)	\$ (158)	\$ 161,000
120 - Capital X Funds FY24 Police Unit	\$ 2,691	\$ 1,173	\$ 50,000
149 - Grant-Tidelands FY24 Trail/ Mar	\$ 2,570	\$ (75,301)	\$ 2,725
161 - Grant - GCRF-MDA FY2021 CO	\$ 711,793	\$ 711,793	\$ (717,738)
162 - Grant-GOMESA FY22 -Coon Branch P	\$ (116,397)	\$ (794,061)	\$ 195,793
163 - Grant - GCRF-MDA FY22 Noma	\$ -	\$ -	\$ (54,169)
164 - Grant - GCRF MDA FY23 Comn	\$ (125,310)	\$ (390,293)	\$ (1,194,587)
165 - Grant-GOMESA FY23-Kome/Fairway/F	\$ (167,746)	\$ (676,306)	\$ (168,450)
166 - Grant -RESTORE-MDEQ Jourdan Rive	\$ (4,246)	\$ (200,401)	\$ 13,143
190 - ARPA-American Rescue & Recovery A	\$ (1,356,553)	\$ (1,356,553)	\$ (3,962,096)
191 - Hancock County Match Bank St	\$ 30,594	\$ (179,406)	\$ (130,250)
192 - ARPA Match - STATE OF MS	\$ 522,008	\$ 522,008	\$ (496,165)
401 - Solid Waste Fund	\$ (21,148)	\$ (21,148)	\$ (111,317)
TOTAL Surplus (Deficit)	\$ 2,044,789	\$ (584,181)	\$ (7,024,508)



City of Diamondhead, MS

Item No.a.

Income Statement Group Summary

For Fiscal: 2024-2025 Period Ending: 09/30/2025

SubCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 001 - GENERAL FUND						
200 - GENERAL PROPERTY TAXES	3,159,000.00	3,159,000.00	96,814.56	3,273,473.27	3,273,473.27	-114,473.27
203 - PRIOR YEAR PROPERTY TAXES	29,500.00	29,500.00	-33,068.22	23,108.75	23,108.75	6,391.25
220 - LICENSES AND PERMITS	456,500.00	456,500.00	18,833.50	457,871.31	457,871.31	-1,371.31
250 - STATE REVENUE/GRANTS	356,000.00	356,000.00	176,250.40	365,681.61	365,681.61	-9,681.61
260 - TAX ON SALES	1,022,200.00	1,022,200.00	72,685.86	886,660.22	886,660.22	135,539.78
270 - LOCAL GOVERNMENT REVENUE/GRANTS	250,000.00	250,000.00	2,348.09	240,269.61	240,269.61	9,730.39
280 - CHARGES FOR GOVERNMENTAL SERVICES	1,500.00	1,500.00	150.01	4,104.21	4,104.21	-2,604.21
330 - FINES & FORFEITS	35,000.00	35,000.00	2,355.90	22,880.66	22,880.66	12,119.34
340 - MISCELLANEOUS	120,750.00	125,039.00	19,945.98	141,489.55	141,489.55	-16,450.55
380 - TRANSFERS IN	100,000.00	100,000.00	0.00	100,800.34	100,800.34	-800.34
390 - NON REVENUE RECEIPTS	350,000.00	350,000.00	0.00	330,405.60	330,405.60	19,594.40
400 - SALARIES	1,239,304.67	1,164,304.67	83,865.59	1,086,643.08	1,086,643.08	77,661.59
460 - EMPLOYEE BENEFITS	342,101.50	342,101.50	20,528.35	256,565.84	256,565.84	85,535.66
500 - SUPPLIES	41,530.00	47,030.00	4,168.96	28,976.91	28,976.91	18,053.09
510 - OPERATING SUPPLIES	142,620.00	132,820.00	11,459.07	82,115.47	82,115.47	50,704.53
560 - REPAIRS & MAINTENANCE SUPPLIES	106,600.00	108,450.00	14,708.02	73,121.31	74,321.31	34,128.69
600 - PROFESSIONAL SERVICES	610,421.40	1,166,226.76	71,433.25	548,367.11	1,091,874.52	74,352.24
610 - GENERAL SERVICES	73,341.00	74,551.00	10,112.40	56,326.10	55,612.10	18,938.90
625 - INSURANCE	188,453.35	184,803.35	200.00	170,538.66	170,538.66	14,264.69
630 - UTILITIES	261,190.68	261,840.68	45,724.31	262,491.22	262,491.22	-650.54
635 - REPAIRS & MAINTENANCE OUTSIDE SERVICES	52,150.00	112,704.00	12,440.30	86,522.30	85,089.38	27,614.62
640 - RENTALS	20,300.00	20,300.00	3,057.91	19,910.89	19,910.89	389.11
650 - PROMOTIONS / EXHIBITIONS	60,600.00	60,600.00	3,771.02	45,734.14	44,793.04	15,806.96
680 - OTHER OUTSIDE SERVICES	1,110,098.50	1,104,322.50	119,160.61	1,080,606.05	1,088,756.05	15,566.45
700 - GRANTS, SUBSIDIES AND ALLOCATION	54,300.00	54,300.00	5,000.00	48,400.00	48,400.00	5,900.00
800 - DEBT SERVICE	247,571.10	247,571.10	475.00	247,495.72	247,495.72	75.38
900 - CAPITAL OUTLAY	729,500.00	693,807.00	46,885.00	472,391.28	472,391.28	221,415.72
951 - INTERFUND TRANSFERS - GRANT FUNDS	600,000.00	600,000.00	0.00	-83,766.00	-83,766.00	683,766.00
Fund: 001 - GENERAL FUND Surplus (Deficit):	367.80	-490,993.56	-96,673.71	1,364,305.05	814,535.66	-1,305,529.22
Fund: 004 - CONTINGENCY FUND						
340 - MISCELLANEOUS	100,000.00	100,000.00	0.00	72,945.68	72,945.68	27,054.32
950 - INTERFUND TRANSFERS	100,000.00	100,000.00	0.00	107,800.34	107,800.34	-7,800.34
Fund: 004 - CONTINGENCY FUND Surplus (Deficit):	0.00	0.00	0.00	-34,854.66	-34,854.66	34,854.66
Fund: 104 - MS Infrastructure Modernization Fund						
260 - TAX ON SALES	570,000.00	570,000.00	0.00	596,822.30	596,822.30	-26,822.30
340 - MISCELLANEOUS	12,000.00	12,000.00	799.66	10,863.99	10,863.99	1,136.01
680 - OTHER OUTSIDE SERVICES	0.00	0.00	0.00	2,500.00	2,500.00	-2,500.00
800 - DEBT SERVICE	482,642.00	482,642.00	0.00	481,968.41	481,968.41	673.59
900 - CAPITAL OUTLAY	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit)	-100,642.00	-100,642.00	799.66	123,217.88	123,217.88	-223,859.88
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access						
250 - STATE REVENUE/GRANTS	556,878.94	556,878.94	0.00	3,728.75	3,728.75	553,150.19
380 - TRANSFERS IN	0.00	0.00	0.00	100,000.00	100,000.00	-100,000.00
600 - PROFESSIONAL SERVICES	51,117.76	63,162.27	0.00	3,728.75	11,778.00	51,384.27
900 - CAPITAL OUTLAY	514,476.94	514,476.94	0.00	0.00	0.00	514,476.94
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access Surp	-8,715.76	-20,760.27	0.00	100,000.00	91,950.75	-112,711.02
Fund: 118 - Grant-GRPC/MDOT West Aloha Streets & Sidewalks						
250 - STATE REVENUE/GRANTS	800,000.00	800,000.00	0.00	0.00	0.00	800,000.00
380 - TRANSFERS IN	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
600 - PROFESSIONAL SERVICES	110,000.00	110,000.00	33,600.00	33,600.00	168,000.00	-58,000.00

Income Statement

For Fiscal: 2024-2025 Period En

Item No.a.

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SubCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
900 - CAPITAL OUTLAY	890,000.00	890,000.00	0.00	0.00	0.00	890,000.00
Fund: 118 - Grant-GRPC/MDOT West Aloha Streets & Sidewalks Su	0.00	0.00	-33,600.00	-33,600.00	-168,000.00	168,000.00
Fund: 120 - Capital X Funds FY24 Police Unit						
250 - STATE REVENUE/GRANTS	1,000,000.00	1,050,000.00	0.00	50,000.00	50,000.00	1,000,000.00
340 - MISCELLANEOUS	0.00	0.00	168.30	638.32	638.32	-638.32
680 - OTHER OUTSIDE SERVICES	0.00	0.00	12.00	12.00	12.00	-12.00
900 - CAPITAL OUTLAY	0.00	50,000.00	47,935.00	47,935.00	49,453.00	547.00
Fund: 120 - Capital X Funds FY24 Police Unit Surplus (Deficit):	1,000,000.00	1,000,000.00	-47,778.70	2,691.32	1,173.32	998,826.68
Fund: 121 - Grant - RESTORE-DEQ Canal Dredging						
250 - STATE REVENUE/GRANTS	3,122,000.00	5,100,000.00	0.00	0.00	0.00	5,100,000.00
600 - PROFESSIONAL SERVICES	161,000.00	0.00	0.00	0.00	0.00	0.00
610 - GENERAL SERVICES	0.00	0.00	0.00	157.66	157.66	-157.66
900 - CAPITAL OUTLAY	2,961,000.00	4,939,000.00	0.00	0.00	0.00	4,939,000.00
Fund: 121 - Grant - RESTORE-DEQ Canal Dredging Surplus (Deficit):	0.00	161,000.00	0.00	-157.66	-157.66	161,157.66
Fund: 122 - Capital X Funds FY24 Commercial District Trans						
250 - STATE REVENUE/GRANTS	0.00	0.00	0.00	1,000,000.00	1,000,000.00	-1,000,000.00
340 - MISCELLANEOUS	0.00	0.00	3,365.87	12,766.39	12,766.39	-12,766.39
Fund: 122 - Capital X Funds FY24 Commercial District Trans Total:	0.00	0.00	3,365.87	1,012,766.39	1,012,766.39	-1,012,766.39
Fund: 149 - Grant-Tidelands FY24 Trail/ Marine Ed Planning						
250 - STATE REVENUE/GRANTS	90,000.00	90,000.00	0.00	11,974.00	11,974.00	78,026.00
600 - PROFESSIONAL SERVICES	0.00	87,275.00	0.00	9,404.50	87,275.00	0.00
Fund: 149 - Grant-Tidelands FY24 Trail/ Marine Ed Planning Surplu	90,000.00	2,725.00	0.00	2,569.50	-75,301.00	78,026.00
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2						
250 - STATE REVENUE/GRANTS	490,000.00	490,000.00	0.00	0.00	0.00	490,000.00
600 - PROFESSIONAL SERVICES	98,000.00	150,200.00	14,105.00	16,800.00	52,200.00	98,000.00
900 - CAPITAL OUTLAY	392,000.00	392,000.00	0.00	0.00	0.00	392,000.00
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2 Surpl	0.00	-52,200.00	-14,105.00	-16,800.00	-52,200.00	0.00
Fund: 158 - Grant - Tidelands FY21-24 Noma Dr Public Access						
250 - STATE REVENUE/GRANTS	1,011,000.00	1,011,000.00	0.00	994,383.59	994,383.59	16,616.41
560 - REPAIRS & MAINTENANCE SUPPLIES	0.00	100,000.00	0.00	115,257.96	115,082.96	-15,082.96
600 - PROFESSIONAL SERVICES	15,836.77	20,603.54	0.00	26,107.75	26,107.75	-5,504.21
640 - RENTALS	0.00	0.00	0.00	5,725.80	437.80	-437.80
900 - CAPITAL OUTLAY	995,163.23	1,205,966.73	0.00	581,860.50	581,860.50	624,106.23
Fund: 158 - Grant - Tidelands FY21-24 Noma Dr Public Access Surpl	0.00	-315,570.27	0.00	265,431.58	270,894.58	-586,464.85
Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT						
250 - STATE REVENUE/GRANTS	1,200,000.00	1,200,000.00	0.00	1,340,431.30	1,340,431.30	-140,431.30
380 - TRANSFERS IN	0.00	0.00	0.00	16,234.00	16,234.00	-16,234.00
600 - PROFESSIONAL SERVICES	0.00	152,327.85	0.00	40,497.83	40,497.83	111,830.02
900 - CAPITAL OUTLAY	1,200,000.00	1,765,410.61	0.00	604,374.49	604,374.49	1,161,036.12
Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT Sur	0.00	-717,738.46	0.00	711,792.98	711,792.98	-1,429,531.44
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects						
250 - STATE REVENUE/GRANTS	1,094,650.75	1,094,650.75	194,419.20	286,046.28	286,046.28	808,604.47
600 - PROFESSIONAL SERVICES	0.00	178,510.75	6,385.00	83,336.50	178,510.75	0.00
610 - GENERAL SERVICES	0.00	0.00	0.00	132.58	132.58	-132.58
900 - CAPITAL OUTLAY	720,347.00	720,347.00	318,974.30	318,974.30	901,464.42	-181,117.42
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects Surplus (D	374,303.75	195,793.00	-130,940.10	-116,397.10	-794,061.47	989,854.47
Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project						
600 - PROFESSIONAL SERVICES	0.00	54,169.36	0.00	0.00	0.00	54,169.36
Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project Total:	0.00	54,169.36	0.00	0.00	0.00	54,169.36
Fund: 164 - Grant - GCRF MDA FY23 Commercial District						
250 - STATE REVENUE/GRANTS	2,000,000.00	2,000,000.00	0.00	520,754.37	520,754.37	1,479,245.63
600 - PROFESSIONAL SERVICES	285,000.00	411,400.00	42,660.00	70,310.00	126,400.00	285,000.00
680 - OTHER OUTSIDE SERVICES	0.00	0.00	0.00	0.00	2,236.00	-2,236.00
900 - CAPITAL OUTLAY	2,115,000.00	2,783,187.31	0.00	575,754.37	782,410.94	2,000,776.37
Fund: 164 - Grant - GCRF MDA FY23 Commercial District Surplus (D	-400,000.00	-1,194,587.31	-42,660.00	-125,310.00	-390,292.57	-804,294.74

Income Statement

For Fiscal: 2024-2025 Period En

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SubCategory	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola						
250 - STATE REVENUE/GRANTS	1,926,464.00	1,926,464.00	419,421.09	1,145,655.32	1,145,655.32	780,808.68
600 - PROFESSIONAL SERVICES	0.00	360,075.00	38,250.00	169,575.16	234,325.00	125,750.00
900 - CAPITAL OUTLAY	1,734,839.00	1,734,839.00	346,269.64	1,143,826.21	1,593,889.42	140,949.58
Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola Surplus (	191,625.00	-168,450.00	34,901.45	-167,746.05	-682,559.10	514,109.10
Fund: 166 - Grant -RESTORE-MDEQ Jourdan River Boardwalk						
250 - STATE REVENUE/GRANTS	1,802,590.00	1,802,590.00	6,906.50	45,934.25	45,934.25	1,756,655.75
600 - PROFESSIONAL SERVICES	0.00	247,887.50	17,388.50	50,179.75	246,335.00	1,552.50
900 - CAPITAL OUTLAY	1,541,559.50	1,541,559.50	0.00	0.00	0.00	1,541,559.50
Fund: 166 - Grant -RESTORE-MDEQ Jourdan River Boardwalk Surpl	261,030.50	13,143.00	-10,482.00	-4,245.50	-200,400.75	213,543.75
Fund: 167 - Grant-MS Outdoor FY22 MOST-Noma Dr. Boat Ramp						
250 - STATE REVENUE/GRANTS	0.00	0.00	25,000.00	250,000.00	250,000.00	-250,000.00
Fund: 167 - Grant-MS Outdoor FY22 MOST-Noma Dr. Boat Ramp T	0.00	0.00	25,000.00	250,000.00	250,000.00	-250,000.00
Fund: 168 - Gant-MS Outdoor MOST FY23- Noma Nature Trail						
250 - STATE REVENUE/GRANTS	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00
900 - CAPITAL OUTLAY	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00
Fund: 168 - Gant-MS Outdoor MOST FY23- Noma Nature Trail Surp	0.00	0.00	0.00	0.00	0.00	0.00
Fund: 169 - Grant Tidelands FY25 - Lily Pond						
250 - STATE REVENUE/GRANTS	0.00	0.00	0.00	4,496.67	4,496.67	-4,496.67
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	354.86	354.86	-354.86
900 - CAPITAL OUTLAY	0.00	0.00	0.00	4,141.71	4,141.71	-4,141.71
Fund: 169 - Grant Tidelands FY25 - Lily Pond Surplus (Deficit):	0.00	0.00	0.00	0.10	0.10	-0.10
Fund: 190 - ARPA-American Rescue & Recovery Act						
340 - MISCELLANEOUS	500.00	500.00	713.42	20,312.54	20,312.54	-19,812.54
600 - PROFESSIONAL SERVICES	253,850.00	358,818.75	168,459.45	230,503.20	230,503.20	128,315.55
900 - CAPITAL OUTLAY	1,920,000.00	3,603,776.92	0.00	1,146,362.04	1,146,362.04	2,457,414.88
Fund: 190 - ARPA-American Rescue & Recovery Act Surplus (Defici	-2,173,350.00	-3,962,095.67	-167,746.03	-1,356,552.70	-1,356,552.70	-2,605,542.97
Fund: 191 - Hancock County Match Bank Stabilization						
270 - LOCAL GOVERNMENT REVENUE/GRANTS	1,882,250.00	1,882,250.00	0.00	69,750.00	69,750.00	1,812,500.00
600 - PROFESSIONAL SERVICES	0.00	242,500.00	32,500.00	34,156.25	244,156.25	-1,656.25
900 - CAPITAL OUTLAY	1,770,000.00	1,770,000.00	0.00	5,000.00	5,000.00	1,765,000.00
Fund: 191 - Hancock County Match Bank Stabilization Surplus (De	112,250.00	-130,250.00	-32,500.00	30,593.75	-179,406.25	49,156.25
Fund: 192 - ARPA Match - STATE OF MS						
250 - STATE REVENUE/GRANTS	1,978,561.96	1,978,561.96	287,573.41	1,559,954.77	1,559,954.77	418,607.19
600 - PROFESSIONAL SERVICES	253,850.00	358,818.75	-168,459.45	-106,415.70	-106,415.70	465,234.45
900 - CAPITAL OUTLAY	1,724,711.96	2,115,908.63	0.00	1,144,362.10	1,144,362.10	971,546.53
Fund: 192 - ARPA Match - STATE OF MS Surplus (Deficit):	0.00	-496,165.42	456,032.86	522,008.37	522,008.37	-1,018,173.79
Fund: 302 - FY22 BOND ISSUE						
340 - MISCELLANEOUS	25,500.00	25,500.00	789.52	35,102.92	35,102.92	-9,602.92
600 - PROFESSIONAL SERVICES	150,000.00	178,320.00	42,675.00	124,975.00	127,820.00	50,500.00
900 - CAPITAL OUTLAY	901,000.00	901,000.00	574,544.70	723,982.30	776,807.50	124,192.50
Fund: 302 - FY22 BOND ISSUE Surplus (Deficit):	-1,025,500.00	-1,053,820.00	-616,430.18	-813,854.38	-869,524.58	-184,295.42
Fund: 401 - SOLID WASTE FUND						
295 - SUBCATEGORY 295	695,547.00	695,547.00	35,450.87	799,646.74	799,646.74	-104,099.74
340 - MISCELLANEOUS	9,500.00	9,500.00	684.42	10,073.70	10,073.70	-573.70
680 - OTHER OUTSIDE SERVICES	816,364.15	816,364.15	136,678.73	830,868.08	830,868.08	-14,503.93
Fund: 401 - SOLID WASTE FUND Surplus (Deficit):	-111,317.15	-111,317.15	-100,543.44	-21,147.64	-21,147.64	-90,169.51
Total Surplus (Deficit):	-1,789,947.86	-7,496,098.47	-773,359.32	1,694,711.23	-1,026,118.35	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
001 - GENERAL FUND	367.80	-490,993.56	-96,673.71	1,364,305.05	814,535.66	-1,305,529.22
004 - CONTINGENCY FUND	0.00	0.00	0.00	-34,854.66	-34,854.66	34,854.66
104 - MS Infrastructure Mod	-100,642.00	-100,642.00	799.66	123,217.88	123,217.88	-223,859.88
115 - Grant- Tidelands FY20	-8,715.76	-20,760.27	0.00	100,000.00	91,950.75	-112,711.02
118 - Grant-GRPC/MDOT We	0.00	0.00	-33,600.00	-33,600.00	-168,000.00	168,000.00
120 - Capital X Funds FY24 P	1,000,000.00	1,000,000.00	-47,778.70	2,691.32	1,173.32	998,826.68
121 - Grant - RESTORE-DEQ C	0.00	161,000.00	0.00	-157.66	-157.66	161,157.66
122 - Capital X Funds FY24 C	0.00	0.00	3,365.87	1,012,766.39	1,012,766.39	-1,012,766.39
149 - Grant-Tidelands FY24 T	90,000.00	2,725.00	0.00	2,569.50	-75,301.00	78,026.00
157 - Grant- GRPC - East Aloh	0.00	-52,200.00	-14,105.00	-16,800.00	-52,200.00	0.00
158 - Grant - Tidelands FY21-	0.00	-315,570.27	0.00	265,431.58	270,894.58	-586,464.85
161 - Grant - GCRF-MDA FY2	0.00	-717,738.46	0.00	711,792.98	711,792.98	-1,429,531.44
162 - Grant-GOMESA FY22 -C	374,303.75	195,793.00	-130,940.10	-116,397.10	-794,061.47	989,854.47
163 - Grant - GCRF-MDA FY2	0.00	-54,169.36	0.00	0.00	0.00	-54,169.36
164 - Grant - GCRF MDA FY2	-400,000.00	-1,194,587.31	-42,660.00	-125,310.00	-390,292.57	-804,294.74
165 - Grant-GOMESA FY23-K	191,625.00	-168,450.00	34,901.45	-167,746.05	-682,559.10	514,109.10
166 - Grant -RESTORE-MDEQ	261,030.50	13,143.00	-10,482.00	-4,245.50	-200,400.75	213,543.75
167 - Grant-MS Outdoor FY2	0.00	0.00	25,000.00	250,000.00	250,000.00	-250,000.00
168 - Gant-MS Outdoor MOS	0.00	0.00	0.00	0.00	0.00	0.00
169 - Grant Tidelands FY25 -	0.00	0.00	0.00	0.10	0.10	-0.10
190 - ARPA-American Rescue	-2,173,350.00	-3,962,095.67	-167,746.03	-1,356,552.70	-1,356,552.70	-2,605,542.97
191 - Hancock County Match	112,250.00	-130,250.00	-32,500.00	30,593.75	-179,406.25	49,156.25
192 - ARPA Match - STATE OF	0.00	-496,165.42	456,032.86	522,008.37	522,008.37	-1,018,173.79
302 - FY22 BOND ISSUE	-1,025,500.00	-1,053,820.00	-616,430.18	-813,854.38	-869,524.58	-184,295.42
401 - SOLID WASTE FUND	-111,317.15	-111,317.15	-100,543.44	-21,147.64	-21,147.64	-90,169.51
Total Surplus (Deficit):	-1,789,947.86	-7,496,098.47	-773,359.32	1,694,711.23	-1,026,118.35	