



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, December 06, 2022
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

Council Comments.

- a. The next Regular Meeting of the City Council will be held December 20, 2022 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed Friday, December 23, 2022 and Monday, December 26, 2022 for Christmas and Monday, January 2, 2022 for New Year.
- c. Diamondhead Christmas Parade will be held Sunday, December 11, 2022 beginning at 5:00 p.m. The parade starts at East Rec and ends at City Hall.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve November 15, 2022 Regular Meeting Minutes.

Tabled Items:

- 2. 2023-060:** Motion for Diamondhead Steering Committee to utilize the Chapel area in City Hall for a pilot Diamondhead Center Senior on Monday, Tuesday, Wednesday and Thursday.

Ordinances:

Resolutions:

3. **2023-081:** Motion to adopt Resolution 203-008 thereby authorizing an amended application for FY23 Tidelands Trust Funding - Noma Drive Public Access Project to reflect a reduction of 16% or \$64,000 reducing allocation from \$400,000 to \$336,000, authorizing execution of an amended agreement and for other related purposes.

Consent Agenda:

- 4.** **2023-074:** Motion to approve payments to Pickering in the amount of \$1,320.00 for Kolo Court Ditch Improvements and in the amount of \$3,027.50 for Ahuli Drainage Improvements.
- 5.** **2023-075:** Motion to approve payments to Compton Engineering in the amount of \$437.50 for Anahola and Hana Place Drainage Basin.
- 6.** **2023-076:** Motion to approve Gulf Regional Planning Commission to provide GIS and map drawing services to create new ward boundaries based on the 2020 Census.
- 7.** **2023-077:** Motion to approve location agreement and rental of the activity center to Constant Daydreamer Films, LLC.
- 8.** **2023-078:** Motion to declare surplus 16 Sonim Phones with a \$0 value and proceed with proper disposal.
- 9.** **2023-079:** Motion to increase Special Event budget allocation in the amount of \$1,100 for police detail for the Christmas Parade to be held on December 11th.
- 10.** **2023-080:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$1,672.50 for Montjoy Creek Improvements, in the amount of \$4,669.00 for Noma Drive Improvements and in the amount of \$1,350.00 for Canal Dredging.
- 11.** **2023-082:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$3,924.80 for Stormwater Master Plan Watershed A Phase II and in the amount of \$4,312.25 for Commercial District Transformation Project.
- 12.** **2023-083:** Motion to approve amendment to the Work Assignment 00-14-2021 with Pickering Firm in the amount of \$8,000.00 for the Makiki Drive Culvert Replacement Project for a total amount not to exceed \$50,600.00.
- 13.** **2023:084:** Motion to approve work assignment with Chiniche Engineering & Surveying for Drainage Pond Remediation Project in an amount not to exceed \$49,682.50.

Action Agenda.

Routine Agenda.

Claims Payable

- 14.** Motion to approve the Docket of Claims (DKT230253 - DKT230300) in the amount of \$180,057.78.

Department Reports

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



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

Item No. 1.

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, November 15, 2022
6:00 PM CST

Call to Order.

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

Pledge of Allegiance

Invocation- Mayor Depreo

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to amend the agenda to move the following items from consent and to approve as amended:

6. 2023-061: Motion to approve work assignment with Pickering Firm, Inc for the re-bid phase services of Lily Pond Dredging in the amount of \$4,000.00 and for the re-bid phase services of Miller Pond Dredging in the amount of \$3000.00.

9. 2023-066: Motion to approve Pay Application 1 in the amount of \$326,943.84 to Huey P. Stockstill, LLC Diamondhead Roadway Improvements Ph 4.

11. 2023-068: Motion to approve adoption agreement between the City of Diamondhead and designated group of residents (Pat Sheehy and Scott Talbot) for the Cul-de-sac Kawanankoa Place.

13. 2023-070: Motion to approve Change Order No. 2 to the Makiki Drive Drainage Project adding 60 additional days for project completion with no change in project cost.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular Meeting of the City Council will be held December 6, 2022 at 6:00 p.m. in Council Chambers located at City Hall.
2. Zach Smith with Habitat for Humanity addressed the council regarding volunteers for habitat efforts within the county.
3. Diane Moore with Hub International addressed the council regarding 2023 Employee Benefits.

City Manager's Report.

1. Makiki Drive – The drain boxes arrived last Thursday. The contractor has remobilized to complete the job. The current contract end date was November 10th. The change order on this agenda is to add an additional 60 days to the project. The new end date would be January 09, 2023.
2. Twin Lake Park / Dog Park –The engineering firm is completing the plans. We will be requesting permission to advertise the project on the next agenda.
3. Phase 4 paving – The paving started on Oct 10th with a contract time of 90 calendar days. The contractor has completed all roads except for the Bayou Drive area. They will complete this work once DH Water and Sewer complete the water line repairs in this area. The current end date of the project is December 3rd.
4. Elliott Homes and D.R. Horton – The City and the home builders Elliott Homes and D. R. Horton have reached an agreement on the Elevations/Façade variation requirements for subdivision building permits.
5. Christmas on the Green – The event will be held on December 1st from 5:30 – 8:00 p.m.

Public Comments on Agenda Items.

The following addressed the Council:

Dempsey Milton – 2023-068 Adoption agreement of cul-de-sac on Kawananakoa

Pat Sheehy – 2023-068 Adoption agreement of cul-de-sac on Kawananakoa

Policy Agenda.

Minutes:

1. Motion to approve November 1, 2022 Regular Meeting Minutes.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve November 1, 2022 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Tabled:

- 2. **2023-060:** Motion for Diamondhead Steering Committee to utilize the Chapel area in City Hall for a pilot Diamondhead Center Senior on Monday, Tuesday, Wednesday and Thursday.

Tabled Item- No Action Taken

Resolutions:

- 3. **2023-056:** Motion to adopt Resolution 2023-007 thereby proclaiming Thanksgiving, Christmas and New Year's Holidays and further ordering City of Diamondhead government office closures for same.

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to adopt Resolution 2023-007 thereby proclaiming Thanksgiving, Christmas and New Year's Holidays and further ordering City of Diamondhead government office closures for same.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to approve the following consent agenda items:

- 4. **2023-057:** Motion to approve to advertise for competitive bids for the purchase of six(6) vehicles(4-Police, 1-Building Department and 1-Public Works Department) by means of reverse auction.
- 5. **2023-058:** Motion to enter into an agreement with Wetlands Solutions Holding, LLC for the purchase of 1.35 mitigation credits as required by PERMITTEE'S U.S. Army Corps of Engineers permit number SAM-2021-01172-AMR. (Commercial District Transformation Project)
- 7. **2023-062:** Motion to approve payments in the amount of \$2,392.50 to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements and \$9,112.50 for Roadway Improvements Phase 4.
- 8. **2023-063:** Motion to approve revised Memorandum of Understanding with Pearl River Community College to include Southern Mississippi Planning Development District as fiscal agent for County Tuition Assistance Program.
- 10. **2023-067:** Motion to accept and approve existing renewals from Blue Cross Blue Shield of Mississippi with Morgan White (major medical and deductible buy back) and Guardian (life, dental and vision) and employee benefits insurance renewals for calendar year 2023.
- 12. **2023-069:** Motion to approve amendment to work assignment with Covington Civil and Environmental, LLC for the commercial transformation project to include roadway improvements on Noma Drive from Diamondhead Circle until the end of Noma Drive in the amount of \$189,700.00 for a total engineering cost of \$809,700.00.
- 14. **2023-071:** Motion to approve Master Work Agreement Work Assignment with Chiniche Engineering & Surveying in the amount of \$1,500.00 for boundary survey and plat of parcels 067E-1-26-094.000, 067E-1-26-090.000 and 067E-1-26-092.000.

- 15. **2023-072:** Motion to approve Master Service Agreement Work Assignment with Chiniche Engineering and Surveying for monthly maintenance of the GIS System Maintenance not to exceed \$500.00 monthly.
- 16. **2023-073:** Motion to approve payment in the amount of \$937.50 to Machado Patano Design Group for professional services through November 4, 2022 for Hilo Way Drainage Project.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 6. **2023-061:** Motion to approve work assignment with Pickering Firm, Inc for the re-bid phase services of Lily Pond Dredging in the amount of \$4,000.00 and for the re-bid phase services of Miller Pond Dredging in the amount of \$3,000.00.

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to approve work assignment with Pickering Firm, Inc for the re-bid phase services of Lily Pond Dredging in the amount of \$4,000.00 and for the re-bid phase services of Miller Pond Dredging in the amount of \$3000.00.

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

MOTION CARRIED UNANIMOUSLY

- 9. **2023-066:** Motion to approve Pay Application 1 in the amount of \$326,943.84 to Huey P. Stockstill, LLC Diamondhead Roadway Improvements Ph 4.

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to approve Pay Application 1 in the amount of \$326,943.84 to Huey P. Stockstill, LLC Diamondhead Roadway Improvements Ph 4.

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

MOTION CARRIED UNANIMOUSLY

- 11. **2023-068:** Motion to approve adoption agreement between the City of Diamondhead and designated group of residents (Pat Sheehy and Scott Talbot) for the Cul-de-sac Kawananaoka Place.

Motion made by Mayor Depreo, Seconded by Ward 1 Finley to approve adoption agreement between the City of Diamondhead and designated group of residents (Pat Sheehy and Scott Talbot) for the Cul-de-sac Kawananaoka Place.

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

MOTION CARRIED UNANIMOUSLY

- 13. **2023-070:** Motion to approve Change Order No. 2 to the Makiki Drive Drainage Project adding 60 additional days for project completion with no change in project cost.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher o approve Change Order No. 2 to the Makiki Drive Drainage Project adding 60 additional days for project completion with no change in project cost.

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

MOTION CARRIED UNANIMOUSLY

- 17. **2023-059:** Motion for discussion and possible action regarding information from the outdoor music/entertainment steering committee.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark for discussion and possible action regarding information from the outdoor music/entertainment steering committee.

NO ACTION TAKEN

- 18. **2023-064:** Motion to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15’6” from the rear property line. The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20’. The variance requested is 4’6”. The Case File Number is 202200466.

Motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15’6” from the rear property line. The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20’. The variance requested is 4’6”. The Case File Number is 202200466.

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

MOTION CARRIED UNANIMOUSLY

- 19. **Motion 2023-065:** Motion to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single-family residence within 9’3” of both side yard property lines. The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000. The property is in a R-2 zoning district. The side yard setbacks are 10’. The variance requested is 9” on each side yard for a total of 1’6”. The Case File Number is 202200464.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single-family residence within 9’3” of both side yard property lines. The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000.

The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 9" on each side yard for a total of 1'6". The Case File Number is 202200464.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 20. Motion to approve the Docket of Claims DKT230211 - DKT230250 in the amount of \$435,415.48.

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to approve the Docket of Claims DKT230211 - DKT230250 in the amount of \$435,415.48.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

- a. Department Reports for October 2022
 - Building Department
 - Privilege License
 - Police Department
 - Court Department

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to approve the following Department Reports for October 2022

- Building Department
- Privilege License
- Police Department
- Court Department

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Adjourn/Recess.

At 7:20 p.m. and with no further business to come before the Council, Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

RESOLUTION AUTHORIZING AMENDED APPLICATION TO THE DEPARTMENT OF MARINE RESOURCES FOR MISSISSIPPI TIDELANDS TRUST FUND FUNDING TO BE UTILIZED FOR NOMA DRIVE PUBLIC ACCESS .

WHEREAS, the City of Diamondhead (the “City”) has identified a need to improve public access to waterways and to ensure its waterways are navigable for its residents and visitors; and

WHEREAS, the City is eligible to receive funding under the Mississippi Tidelands Trust Funds; and

WHEREAS, the Mississippi Department of Marine Resources (the “MDMR”) is the administrator of the Mississippi Tidelands Trust Funds program, has awarded unto the City of Diamondhead FY23 Tidelands Funding for its Noma Drive Public Access Project; grant application for FY24 Tidelands Funding; and

WHEREAS, a notice of a reduction in Tidelands Revenue received by the Secretary of State’s Office, Department of Marine Resources with authority provided pursuant to H.B. 1624 Section 5 for an award reduction in the amount of 16% or \$64,000 for FY23; and

WHEREAS, the Mississippi Department of Marine Resources having notified the City of Diamondhead of such reduction for FY23 Tidelands allocation from \$400,000 to \$336,000 and accordingly requesting an amended application to reflect the reduction.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, THAT:

SECTION ONE: The statements, findings, determinations, and conclusions contained in the preamble of this resolution are hereby adopted, ratified and incorporated therein.

SECTION TWO: The City Manager, is hereby authorized to submit an amended FY23 Mississippi Tidelands Grant Funds in the amount of \$336,000 and further authorized execution of an amended Tidelands Grant Agreement with the Mississippi Department of Marine Resources for the Noma Drive Public Access Project.

SECTION THREE: The City Manager is hereby authorized to take any and all actions necessary to carry out the intent of this resolution and to provide any information to the Mississippi Department of Marine Resources in order to effectuate FY23 Mississippi Tidelands Grant allocation as amended.

SECTION FOUR: This Resolution shall take effect and be in force from and after adoption.

The above and foregoing resolution, after having been first reduced to writing, was introduced by

Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
Mayor Depreo	___	___	___
Councilmember Finley	___	___	___
Councilmember Liese	___	___	___
Councilmember Cumberland	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the ____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

(SEAL)



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

November 22, 2022

Mayor Nancy Depreo
5000 Diamondhead Circle
Diamondhead, MS 39576

Re: Tidelands Grant Award –Noma Drive Public Access

Dear Mayor Nancy Depreo:

Due to the change in the Tidelands Revenue received by the Secretary of State’s Office, the Department of Marine Resources will be reducing your FY23 Tidelands Awards (at a) prorated amount of 16%. H.B. No. 1624 Section 5 gives the Department of Marine Resources the authority to allocate funding on a pro rata basis as needed when the actual funding is less than the appropriations bill. Your new FY23 Tidelands funding for the above referenced project will be \$336,000.00.

As per H.B. No 1624 Section 4, The Mississippi Department of Marine Resources (MDMR) request that you submit an amended Tidelands Application to reflect the change in funding. An Amended Tidelands application can be found on our website at (dmr.ms.gov). Attached you will find your approved FY23 Tidelands Grant Agreement. Please review and return a fully executed copy with the amended application by December 15, 2022.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins 11/22/2022 11:24 CST

Joe Spraggins
Executive Director

cc: Jeannie Klein

Noma Drive Public Access award letter 11-22-2022

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr2CO3KS7IUuWg86CKx04zzUEN5_9auxw

"Noma Drive Public Access award letter 11-22-2022" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)
2022-11-22 - 4:57:12 PM GMT- IP address: 69.60.32.16
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature
2022-11-22 - 4:57:34 PM GMT
-  Email viewed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
2022-11-22 - 5:24:42 PM GMT- IP address: 69.60.32.16
-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2022-11-22 - 5:24:48 PM GMT - Time Source: server- IP address: 69.60.32.16
-  Agreement completed.
2022-11-22 - 5:24:48 PM GMT



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Tidelands Grant Agreement City of Diamondhead FISCAL YEAR 2022

City of Diamondhead hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1624 2022 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ **336,000** for the Diamondhead Noma Drive Public Access, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The **City of Diamondhead** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1624 2022 Regular Session Diamondhead Noma Drive Public Access and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2023, and every six months thereafter for the duration of project, using the attached form TTF-4. Project reports will include:

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2023 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

FY23-P510-10

- 2. cancel the stop work order; or,
- 3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
- 4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Diamondhead** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


Joe Spraggins Nov 22, 2022 10:28 CST

Joe Spraggins, Executive Director
Department of Marine Resources

Nov 22, 2022

Date

Nancy Depreo, Mayor
City of Diamondhead

Date

Noma Drive Grant Agreement 04-18-2022

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtuHtwvgW9LdwSIU4t7457Vfkj9mueof3

"Noma Drive Grant Agreement 04-18-2022" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)
2022-11-22 - 3:57:54 PM GMT- IP address: 69.60.32.16
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature
2022-11-22 - 3:58:21 PM GMT
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2022-11-22 - 4:28:28 PM GMT- IP address: 69.60.32.16
-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2022-11-22 - 4:28:36 PM GMT - Time Source: server- IP address: 69.60.32.16
-  Agreement completed.
2022-11-22 - 4:28:36 PM GMT



ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY

Project Number:

PROJECT SUMMARY

- 1. Title of Project:** *red outlines indicate required fields*
Diamondhead Noma Drive PublicAccess Improvements
- 2. Location of Project:**
Noma Drive
Diamondhead, Mississippi
- 3. Requesting Agency:**
City of Diamondhead
- 4. Requesting Agency Representative:**
 - a. Name: John McGraw, City Manager
 - b. Phone: (228) 222-4626
 - c. Fax: (228) 222-4390
 - d. Address: 5000 Diamondhead Circle, Diamondhead, MS 39525
 - e. Email: jmcgraw@diamondhead.ms.gov
- 5. Project Manager:**
 - a. Name: Jason Chiniche, P.E.
 - b. Phone: (228) 467-6755
 - c. Fax: (844) 273-1291
 - d. Address: 407 Hwy 90, Bay St. Louis, MS 39520
 - e. Email: jason@jjc-eng.com
- 6. Funding Requested:**
\$ 336,000.00
- 7. Matching Funds:**
- 8. Source of Matching Funds:**
- 9. Total Project Funds:**
\$ 336,000.00



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY

Project Number:

PROJECT SUMMARY

? 10. Provide Brief Project Description/Overview:

The City of Diamondhead proposes to improve Public Access to coastal waterways at Noma Drive to include an improved boat launch, timber access piers, timber fishing and bird watching piers, parking, portable restroom facilities, landscaping, seating areas, board walk, property acquisition and utilities

? 11. LIST Project Goals/Objectives:

Promote more safe public access to local residents, visitors and nature enthusiasts to coastal waters.

? 12. LIST Project Benefits:

Increase recreational use and access to coastal waters, promote economic development for water front property, provide safe docking temporary docking space for boaters during inclement weather.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY

Project Number:

PROJECT SUMMARY

? 13. LIST Project Tasks:

- Preliminary Design
- Property Acquisition
- Final Design/Permitting
- Bid Phase
- Construction Phase

? 14. Project Timetable/Milestones:

- Preliminary Design - 1 month
- Property Acquisition - 4 months
- Final Design/Permitting - 4 months
- Bid Phase - 1 month
- Construction Phase - 6 months

? 15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)

N/A

? 16. Project Timing:

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



ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY

Project Number:

APPLICATION SUMMARY QUESTIONNAIRE

? 17. Is this a Multi-Phase Project? Yes No

18. Is any part of this project located on private property? Yes No

19. Is there an existing lease between the requesting agency and property owner? Yes No

20. If required, are the plans approved by the DMR Permitting Office? Yes No

? 21. Will this project enhance an existing water-dependent activity? Yes No

Identify the activity:

Fishing, birding and water access for recreational use.

? 22. Does this project coordinate with other existing or planned projects? Yes No

Identify the project(s):

Noma Drive Water Front Improvements and Dredging

? 23. Will this project involve impacting, filling, or dredging coastal wetlands? Yes No

If yes, what acreage: 0.24

? 24. Identify the constituency or interest group(s) which this project will serve:

Local residents, tourists, fisherman, boaters, kayakers, and nature enthusiasts.

? 25. Identify the service that this project will provide to the group(s) identified in 24:

Safe access to coastal waters.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY

Project Number:

APPLICATION SUMMARY QUESTIONNAIRE

? 26. Project Category:
(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

? 27. Current status of architectural/
engineering plans & specifications
for this project (if applicable):
(check one from each group)

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

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

? 28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

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

- Yes
- No

If yes, identify:

? 30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project meets the goals and objectives of the DMR and SOS by enhancing, protecting and providing public access to tidelands affected areas for local residents, tourists, boaters, fishing community and nature enthusiasts.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY

Project Number:

APPLICATION SUMMARY

? 31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Diamondhead proposes to improve Public Access to coastal waterways at Noma Drive to include an improved boat launch, timber access piers, timber fishing and bird watching piers, parking, portable restroom facilities, landscaping, seating areas, boardwalk, property acquisition and utilities.

The goals of the project are to promote more safe public access to local residents, visitors and nature enthusiasts to coastal waters. The benefits are to increase recreational use and access to coastal waters, promote economic development for water front property, provide safe docking temporary docking space for boaters during inclement weather.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY

Project Number:

APPLICATION SUMMARY

- 32. Estimated number of years to completion: 2
- 33. Estimated Completion Date: 2024
- 34. Prioritize if your agency has submitted multiple projects

1

35. SIGNATURES

Project Manager:

Jan Clh
Signature

11/30/22
Date

Requesting Agency Representative:

Signature

Date

36. Attach project schematics or drawings as appropriate



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY

Project Number:

BUDGET

Category	? Year 1	? Year 2	? Year 3	? Year 4	? Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	25000	25000				\$ 50,000.00
Legal	3000	3000				\$ 6,000.00
Consulting						\$ 0.00
Construction	140000	120000				\$ 260,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition	10000	10000				\$ 20,000.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 178,000.00	\$ 158,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 336,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
Tidelands Funding Awarded						\$ 0.00
Federal Grants Funding						\$ 0.00
FEMA Funding						\$ 0.00
MEMA Funding						\$ 0.00
CDBG Funding						\$ 0.00
In-Kind Donations						\$ 0.00
Other						\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.

2023-074

Item No.4.



INVOICE
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
126 Rue Magnolia, Biloxi, MS 39530
PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

November 4, 2022
Project No: 26072.00
Invoice No: 0092250

Client Contact: Michael Reso

Work Assignment 00-14-2022
Project #: 26072.00 Kolo Ct. Ditch Improvements

Professional Services from October 2, 2022 to October 29, 2022

Table for Task 001: Wetlands Delineation. Includes Billing Limits (Current, Prior, To-Date) and Total this Task (0.00).

Table for Task 002: Wetland Permitting Assistance. Includes Billing Limits (Current, Prior, To-Date) and Total this Task (0.00).

Table for Task 003: Engineering Design. Includes Professional Personnel (Hours, Rate, Amount) and Billing Limits (Current, Prior, To-Date, Adjustment) with Total this Task (0.00).

Table for Task 004: Project Bidding.

Project 26072.00 Kolo Ditch Improvements Invoice 0092250

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

 Task 005 CE&I

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			10,000.00	
Remaining			10,000.00	
Total this Task				0.00

 Task 006 Wetland Mitigaiton

Professional Personnel				
	Hours	Rate	Amount	
SCIENTIST				
McWhorter, Lauren	12.00	110.00	1,320.00	
Totals	12.00		1,320.00	
Total Labor				1,320.00
Billing Limits	Current	Prior	To-Date	
Total Billings	1,320.00	0.00	1,320.00	
Limit			3,900.00	
Remaining			2,580.00	
Total this Task				\$1,320.00
Total this Invoice				\$1,320.00

Outstanding Invoices		
Number	Date	Balance
0092048	10/6/2022	597.50
Total		597.50

Project 26072.00 Kolo Ditch Improvements Invoice 0092250

Billing Backup

Friday, November 4, 2022

Pickering

Invoice 0092250 Dated 11/4/2022

11:09:22 AM

Task 003 Engineering Design

Professional Personnel

			Hours	Rate	Amount
SENIOR P.E. (LICENSED >5, <10 YR)					
02031	Wagner, Cara	10/12/2022	1.00	125.00	125.00
	Totals		1.00		125.00
	Total Labor				125.00

Total this Task \$125.00

Task 006 Wetland Mitigaiton

Professional Personnel

			Hours	Rate	Amount
SCIENTIST					
02101	McWhorter, Lauren	10/18/2022	2.00	110.00	220.00
02101	McWhorter, Lauren	10/19/2022	2.00	110.00	220.00
02101	McWhorter, Lauren	10/20/2022	2.00	110.00	220.00
02101	McWhorter, Lauren	10/24/2022	2.00	110.00	220.00
02101	McWhorter, Lauren	10/27/2022	4.00	110.00	440.00
	Totals		12.00		1,320.00
	Total Labor				1,320.00

Total this Task \$1,320.00

Total this Project \$1,445.00

Total this Report \$1,445.00

Detailed Timesheet for the Period Ending 10/15/2022

Monday, November 7, 2022
4:04:34 PM

Pickering

Employee 02031 Wagner, Cara

26072.00
003

Kolo Ditch Improvements
Engineering Design

Client: City of Diamondhead

89206

Reg

Total Hr	Sun 10/9	Mon 10/10	Tue 10/11	Wed 10/12	Thu 10/13	Fri 10/14	Sat 10/15
1.00				1.00			

10/12 mtg with City

Detailed Timesheet for the Period Ending 10/22/2022

Monday, November 7, 2022
3:56:51 PM

Pickering

Employee 02101 McWhorter, Lauren Liddon

26072.00 006	Kolo Ditch Improvements Wetland Mitigaion	80111	Reg	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				Hr	10/16	10/17	10/18	10/19	10/20	10/21	10/22
				6.00			2.00	2.00	2.00		

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 10/29/2022

Monday, November 7, 2022
3:59:28 PM

Pickering

Employee 02101 McWhorter, Lauren Liddon

26072.00
006

Kolo Ditch Improvements
Wetland Mitigation
80111

Reg

Total Hr	Sun 10/23	Mon 10/24	Tue 10/25	Wed 10/26	Thu 10/27	Fri 10/28	Sat 10/29
6.00		2.00			4.00		

Client: City of Diamondhead

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BY: *Leah*



INVOICE
Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
126 Rue Magnolia, Biloxi, MS 39530
PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

November 4, 2022
Project No: 26319.00
Invoice No: 0092252

Client Contact: Mike Reso

Ahuli Drainage Improvements
Project Number: 26319.00

Professional Services from October 2, 2022 to October 29, 2022

Task	001	Boundary and Topographic Survey		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	13,000.00	13,000.00
Limit				13,000.00
Total this Task				0.00

Task	002	Wetland Delineation		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	4,505.00	4,505.00
Limit				6,500.00
Remaining				1,995.00
Total this Task				0.00

Task	003	Wetland Permitting Assistance		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	1,360.00	1,360.00
Limit				8,000.00
Remaining				6,640.00
Total this Task				0.00

Task	004	Engineering Design		
Professional Personnel		Hours	Rate	Amount
Darphin, Parker		3.00		0.00
SENIOR P.E. (LICENSED >5, <10 YR)				
Wagner, Cara		3.50	125.00	437.50
CAD TECHNICIAN				
Keith, Austin		37.00	70.00	2,590.00
Totals		43.50		3,027.50
Total Labor				3,027.50

Project 26319.00 Ahuli Drainage Improvements Invoice 0092252

Billing Limits		Current	Prior	To-Date
Total Billings		3,027.50	777.50	3,805.00
Limit				23,000.00
Remaining				19,195.00
			Total this Task	\$3,027.50

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

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				20,000.00
Remaining				20,000.00
			Total this Task	0.00

Total this Invoice \$3,027.50

Outstanding Invoices

Number	Date	Balance
0092049	10/6/2022	312.50
Total		312.50

Billing Backup

Friday, November 4, 2022

Pickering Invoice 0092252 Dated 11/4/2022 11:27:05 AM

Task 004 Engineering Design

Professional Personnel

			Hours	Rate	Amount
02593	Darphin, Parker	10/27/2022	3.00		0.00
	SENIOR P.E. (LICENSED >5, <10 YR)				
02031	Wagner, Cara	10/3/2022	.50	125.00	62.50
02031	Wagner, Cara	10/4/2022	1.00	125.00	125.00
02031	Wagner, Cara	10/12/2022	1.00	125.00	125.00
02031	Wagner, Cara	10/27/2022	1.00	125.00	125.00
	CAD TECHNICIAN				
02553	Keith, Austin	10/3/2022	4.00	70.00	280.00
02553	Keith, Austin	10/4/2022	2.00	70.00	140.00
02553	Keith, Austin	10/17/2022	2.00	70.00	140.00
02553	Keith, Austin	10/18/2022	5.00	70.00	350.00
02553	Keith, Austin	10/20/2022	8.00	70.00	560.00
02553	Keith, Austin	10/21/2022	5.00	70.00	350.00
02553	Keith, Austin	10/26/2022	3.00	70.00	210.00
02553	Keith, Austin	10/27/2022	6.00	70.00	420.00
02553	Keith, Austin	10/28/2022	2.00	70.00	140.00
	Totals		43.50		3,027.50
	Total Labor				3,027.50
				Total this Task	\$3,027.50
				Total this Project	\$3,027.50
				Total this Report	\$3,027.50

Detailed Timesheet for the Period Ending 10/29/2022

Monday, November 7, 2022
3:22:02 PM

Pickering

Employee 02593 Darphin, Parker E.

		Total Hr	Sun 10/23	Mon 10/24	Tue 10/25	Wed 10/26	Thu 10/27	Fri 10/28	Sat 10/29
26319.00	Ahuli Drainage Improvements								
004	Engineering Design								
89116	Reg	3.00					3.00		
	10/27 Helped Austin shoot elevations								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 10/8/2022

Monday, November 7, 2022
3:23:39 PM

Pickering

Employee 02031 Wagner, Cara

Total Hr	Sun 10/2	Mon 10/3	Tue 10/4	Wed 10/5	Thu 10/6	Fri 10/7	Sat 10/8
26319.00 004	Ahuli Drainage Improvements Client: City of Diamondhead						
89206	Engineering Design						
Reg	1.50	.50	1.00				
10/3 help Austin							
10/4 help Austin							

Detailed Timesheet for the Period Ending 10/15/2022

Monday, November 7, 2022
3:25:16 PM

Pickering

Employee 02031 Wagner, Cara

Total Hr	Sun 10/9	Mon 10/10	Tue 10/11	Wed 10/12	Thu 10/13	Fri 10/14	Sat 10/15
26319.00 004	Ahuli Drainage Improvements Engineering Design						
89206	Reg						
1.00				1.00			
10/12 mtg with City							
Client: City of Diamondhead							

Detailed Timesheet for the Period Ending 10/29/2022

Monday, November 7, 2022
3:26:34 PM

Pickering

Employee 02031 Wagner, Cara

		Total Hr	Sun 10/23	Mon 10/24	Tue 10/25	Wed 10/26	Thu 10/27	Fri 10/28	Sat 10/29
26319.00	Ahuli Drainage Improvements								
004	Engineering Design								
89206	Reg	1.00					1.00		
	10/27 corr, review								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 10/8/2022

Monday, November 7, 2022
3:28:10 PM

Pickering

Employee 02553 Keith, Austin A

26319.00
004

Ahull Drainage Improvements
Engineering Design
89116

Client: City of Diamondhead

Total Hr	Sun 10/2	Mon 10/3	Tue 10/4	Wed 10/5	Thu 10/6	Fri 10/7	Sat 10/8
----------	----------	----------	----------	----------	----------	----------	----------

Reg 6.00 4.00 2.00

10/3 Reviewing survey on google maps to confirm everything. Updating base.

10/4 Reviewing survey on google maps to confirm everything. Updating base.

Detailed Timesheet for the Period Ending 10/22/2022

Monday, November 7, 2022
3:29:17 PM

Pickering

Employee 02553 Keith, Austin A

26319.00
004

Ahuli Drainage Improvements
Engineering Design
89116

Client: City of Diamondhead

Total Hr	Sun 10/16	Mon 10/17	Tue 10/18	Wed 10/19	Thu 10/20	Fri 10/21	Sat 10/22
20.00		2.00	5.00		8.00	5.00	

- 10/17 Starting site xref drawing. Adding notes in.
- 10/18 Putting notes in site xref, starting sheet set, putting sheets in. Sheet set properties.
- 10/20 Finishing setting up plan sheets. Alignment in xref. Starting pipe networks.
- 10/21 Finishing existing pipe network and all inverts. Putting in proposed pipe network, just need to confirm a few inverts.

Detailed Timesheet for the Period Ending 10/29/2022

Monday, November 7, 2022
3:30:41 PM

Pickering

Employee **02553** Keith, Austin A

26319.00
004

Ahuli Drainage Improvements
Engineering Design

Client: City of Diamondhead

89116

Total Hr	Sun 10/23	Mon 10/24	Tue 10/25	Wed 10/26	Thu 10/27	Fri 10/28	Sat 10/29
Reg				3.00	6.00	2.00	

10/26 Setting up plan sheets, details.

10/27 Going on site to field verify some inverts, comparing notes to survey, adjusting pipe network to reflect field data, setting viewports on plan sheets.

10/28 Coordinating with cara on field notes and how to adjust pipes.

2023-075

Item No.5.

Compton Engineering
P.O. Box 686
Pascagoula, MS 39568-0686
(228) 762-3970

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Invoice number 221-087.001-6
Date 10/31/2022

Project **221-087.001 City of Diamondhead
Engineering Master Services - Anahola
Drainage**

Period of Service: September 30 - October 27, 2022

PO #2022-0783: ENGINEERING MASTER SERVICES:- ANAHOLA & HANA PLACE DRAINAGE BASIN

Professional Fees

Professional Fees - Engineering

	Hours	Rate	Billed Amount
Engineer Principal	1.00	185.00	185.00
Project Engineer	0.50	145.00	72.50
Senior Design Technician	2.00	90.00	180.00
Professional Fees subtotal	3.50		437.50
Invoice total			437.50

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Total Billed	Current Billed
Professional Fees - Engineering	27,500.00	17,515.00	9,985.00	17,077.50	17,515.00	437.50
Total	27,500.00	17,515.00	9,985.00	17,077.50	17,515.00	437.50

RECEIVED
NOV 10 2022
BY: AB 10:50

Contract for Professional Services
GIS and Map drawing services for Redistricting

City of Diamondhead

and,

Gulf Regional Planning Commission
1635 Poppo Ferry Road, Suite G
Biloxi, MS 39532

The Gulf Regional Planning Commission (GRPC) will provide GIS and map drawing services to the City of Diamondhead to create new ward boundaries based on the 2020 Census. GRPC will have no legal duties regarding redistricting, related case law, Mississippi Open Meetings Act, and compliance with the Voting Rights Act of 1965. The City should seek independent advice for this engagement. This document describes a proposed scope of work, schedule of work, fee schedule, and other additional information.

I. SCOPE OF WORK

The Gulf Regional Planning Commission (GRPC) will provide the City of Diamondhead with the following services.

A. Map drawing of Districts Boundaries and Supporting Data

The City will submit district boundaries in GIS format to GRPC. If GIS files are not available, GRPC will draw district boundaries using an agreed-upon methodology between GRPC and the City. GRPC will develop no more than three (3) draft redistricting plans for comment before the final adoption of one redistricting plan by the City. The City understands that the basic geographical unit for which population figures are available is the Census Block. These Blocks often vary significantly in population and size, and they may cut across recognized boundaries. When creating districts, Blocks must be moved intact because the data are not available at a sub-block level. Any supporting demographic data will be in tabular form in an Excel file format, and the GIS data will be in ESRI shapefiles.

B. Work Sessions

The GRPC will meet with the Board, City Manager, Mayor, the City Attorney, and technical staff to discuss proposed boundary delineations and to review the maps and tabular data. The first meeting will be to agree upon the methodology and criteria for drawing the District boundaries and to agree upon a schedule for the project. The subsequent meetings will be work sessions to review the maps drawn by GRPC. Meetings with the Board will be subject to the rules of the Mississippi Open Meetings Act and will be scheduled and attended by the City's Attorney.

C. Public Meeting Materials and Support

In addition to the work sessions set forth in Section B above, GRPC will be responsible for providing supportive maps and data for up to two public meetings. GRPC staff will be on hand to attend these meetings and will be available to answer questions concerning the mapping work that GRPC has produced. The City will be responsible for the scheduling of these meetings, the public notice of these meetings, and any required legal record of the meeting.

D. Census Bureau Submission

The City will be responsible for preparing the final documents for submission to the United States Census Bureau. GRPC will assist in this process by providing maps and digital files and any other necessary materials

created during the redistricting process. GRPC will work with the City to develop the required data necessary for this submission. GRPC is not responsible for the final submission of maps by the City.

II. DELIVERABLES

GRPC will provide working maps for discussion during work sessions. GRPC will also provide maps for the public hearings, and GRPC will deliver a final set of paper maps outlining the District boundaries and provide the digital files and supporting tabular data in an Excel file format to the City.

III. SCHEDULE OF WORK

GRPC will begin work on the project in coordination with the City. The schedule is contingent upon the availability of the City. Upon approval of this engagement, the City and GRPC will schedule an initial meeting with the Board to develop a schedule for the proposed work.

IV. COMPENSATION AND PAYMENT SCHEDULE

GRPC will provide these services on an hourly rate basis using the GRPC FY23 charge rate with an upset limit **not to exceed \$7,500.00** without prior written approval. The level of effort and completion schedule of each item of work will be mutually agreed upon by GRPC and the City. Under this contract, expenses may also include travel by GRPC for activities related to the Scope of Work and reimbursable at the federally published mileage and per diem rates. GRPC will notify the City when it has expended 75% of the not-to-exceed amount and will provide an estimate of time to complete the redistricting effort.

The City will be invoiced on a monthly basis for work completed during the billing period. If complications or other unforeseen factors cause a change in the scope of work which may cause GRPC to exceed the established budget, GRPC will promptly notify the City and proceed only upon a mutually agreed basis. The City's obligation for payment for the services shall be unconditional except for the right to dispute payment for services not conforming to the standards of this Agreement.

Demographer/GIS analysis = \$110.98
Support Mapping = \$82.79
Workshop/Meeting Coordination = \$98.64

V. TERM

The Contract will terminate twelve months after the date of execution unless it is renewed or work is completed at a date earlier than twelve months.

VI. EFFECTIVE DATE

The Effective Date for this Contract shall be at the time of execution by the City.

Mr. Jon McCraw, City Manager
City of Diamondhead

Date

Dr. Chuck Wood, Chairman
Gulf Regional Planning Commission

Date

LOCATION AGREEMENT

City of Diamondhead ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby grants permission to Constant Daydreamer Films, LLC and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at 5000 Diamondhead Circle Diamondhead MS 39525 commencing on December 17, 2022 and continuing through December 17, 2022 (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for inclusion in the feature length motion picture entitled "Sweating Bullets" (the "Picture"). The Property shall include, without limitation, the grounds at such address and all buildings and rooms and other structures located thereon (including, but not limited to, balconies and patios), together with access to and egress from the Property. Producer may use the Property until all scenes requiring the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary.

1. Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks and logos of Owner or visible on the Property in the photographs, film and recordings. Owner represents and warrants that the Property is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

2. Producer's liability of any kind or nature with respect to its use of the Property shall be limited to the following: Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property.

3. All rights of every kind in and to all photographs, film and recordings made on the Property shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this contract by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event shall Owner be entitled to terminate or rescind this contract. Producer has no obligation to include the Property in the Picture or any other production.

4. Owner represents and warrants that Owner has the right (and if not the owner of the Property has specifically secured from the actual owner the right on behalf of the owner of the Property) to enter into this contract and to grant Producer all rights provided by this contract, including, without limitation, the right to photograph, film and record, and to exhibit, telecast, broadcast and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property in any manner by any method and in any and all media, whether now known or discovered later, anywhere in the world at any time.

5. Owner agrees that Producer may license, assign and otherwise transfer this contract and any and all rights granted by Owner to Producer under this contract, and/or delegate any of its obligations under this contract, to any person or entity. Any assignee or delegate may further assign and/or delegate its rights and/or obligations.

6. Producer agrees to pay to Owner the fee of \$500.00 for its occupation and use of the Property. Such sum shall constitute full and complete compensation for Owner's grant of rights and agreements made pursuant to this Location Agreement. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Picture without the written consent of Producer.

7. Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract.

8. This is the entire contract. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

(PRODUCER)

(OWNER)

Constant Daydreamer Films, LLC

[name of owner]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

Item No. 7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Front Row Insurance Brokers, LLC. 14156 Magnolia Blvd, Suite 200 Sherman Oaks, CA. 91423	CONTACT NAME: Kent Hamilton	FAX (A/C, No): 424-529-67013	
	PHONE (A/C, No, Ext): 424-529-6700	E-MAIL ADDRESS: kent@frontrowinsurance.com	
INSURED Avail Entertainment, LLC 1011 East Vine Avenue West Covina, CA 91790	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company, Inc		10200
	INSURER B: State National Insurance Company, Inc		12831
	INSURER C		
	INSURER D:		
INSURER E:			

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:	Y	N	US UEN 2717680. 22	01/15/22	01/15/23	EACH OCCURENCE	\$1,000,000
							FIRE DAMAGE (Any one fire)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	Y	N	US UEN 2717680. 22	01/15/22	01/15/23	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per accident)	
A	COMMERCIAL UMBRELLA	Y	N	US UEN 2729115. 22	01/15/22	01/15/23	EACH OCCURENCE	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
B	WORKERS' COMPENSATION ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICE / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	n/a	N	HSW271 3914.22	01/15/22	01/15/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	ENTERTAINMENT PACKAGE	n/a	N	US UEN 2717680. 22	01/15/22	01/15/23	Miscellaneous Equipment	\$1,000,000 Limit \$3,000 Ded.
							Props, Sets & Wardrobe	\$1,000,000 Limit \$2,500 Ded.
							3rd Party Property Damage	\$1,000,000 Limit \$2,500 Ded.
							Hired Auto Physical Damage	\$1,000,000 Limit Ded: 10% of loss, \$2,500 min / \$7,500 max

Text

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

The certificate holder is included as additional insured and/or loss payee as their interest may appear, but only as respects Liability arising out of the operations of the named insured. Excludes filming exposures related to stunts and hazardous activities, unless declared and approved.

CERTIFICATE HOLDER

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

2023-078

Item No.8.



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

November 28, 2022

Diamondhead City Council
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Cellular Phones for Public Works Employees

We recently were notified that the Sonim Cell Phones used by our public work department will no longer be supported by the CSpire network. These phones were purchased in April of 2020 and because of the compatibility are now valued at \$0. CSpire has agreed to replace the 16 Sonim phones with Samsung phones at no charge additional charge. It is my recommendation to declare the following surplus and to proceed with proper disposal:

Asset Id	Description	Tag Number	Serial Number	Department
00000541	Sonim XP8 Phone 228-216-7609 PW15	00000541	089890125700002369	Public Works
00000534	Sonim XP8 Phone 228-493-6047 PW03	00000534	089890125700004098	Public Works
00000540	Sonim XP8 Phone 228-493-1749 PW12	00000540	089890125700002373	Public Works
00000545	Sonim XP8 Phone 228-493-4189 PW13	00000545	089890125700002368	Public Works
00000544	Sonim XP8 Phone 228-493-3093 PW07	00000544	089890125700004226	Public Works
00000546	Sonim XP8 Phone 228-493-6880 PW On-Call	00000546	089890125700004249	Public Works
00000535	Sonim XP8 Phone 228-493-7104 PW01	00000535	089890125700002455	Public Works
00000543	Sonim XP8 Phone 228-216-7608 PW16	00000543	089890125700004118	Public Works
00000533	Sonim XP8 Phone 228-493-5306 PW02	00000533	089890125700002452	Public Works
00000536	Sonim XP8 Phone 228-493-6385 PW11	00000536	089890125700002370	Public Works
00000548	Sonim XP8 Phone 228-493-2646 PW04	00000548	089890125700002454	Public Works
00000547	Sonim XP8 Phone 228-493-6311 PW10	00000547	089890125700002372	Public Works
00000539	Sonim XP8 Phone 228-493-4603 PW05	00000539	089890125700002434	Public Works
00000542	Sonim XP8 Phone 228-493-6310 PW09	00000542	089890125700001331	Public Works
00000538	Sonim XP8 Phone 228-493-6367 PW06	00000538	089890125700004353	Public Works
00000537	Sonim XP8 Phone 228-493-3153 PW08	00000537	089890125700004233	Public Works

Thank you for your consideration and approval in this matter.

Sincerely,

Jeannie Klein
City Clerk

2023 080

Item No. 10.

Chiniche Engineering & Surveying

407 HWY 90
 Bay St. Louis, MS
 39520

228-467-6755

jason@jjc-eng.com



Date	11/29/2022
Invoice #	17-057-155

Bill To

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525
 Atten: Jeannie Klein

Project

Montjoy Creek Improvements

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	Montjoy Creek Nature Trail	8/31/2022	5	50.00	250.00
17-057 Dhead MS CAD Tech	Montjoy Creek Nature Trail	9/1/2022	2	50.00	100.00
17-057 Dhead MS Sen. PM	permit coordination	9/12/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	9/12/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	project coordination	11/2/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	permit coordination	11/3/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	11/8/2022	0.5	105.00	52.50
17-057 Dhead MS Sen. PM	permit coordination	11/10/2022	2	105.00	210.00
17-057 Dhead MS Sen. PM	plan review	11/11/2022	2	105.00	210.00
17-057 Dhead MS Sen. PM	permit	11/14/2022	1	105.00	105.00
17-057 Dhead MS CAD Tech	Montjoy Creek Nature Trail	11/14/2022	6.5	50.00	325.00
17-057 Dhead MS Sen. PM	permit	11/16/2022	0.5	105.00	52.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due \$1,672.50

**Chiniche Engineering
& Surveying**

407 HWY 90
Bay St. Louis, MS
39520

228-467-6755

jason@jjc-eng.com



Item No. 10.

Date	11/29/2022
Invoice #	17-057-156

Bill To

City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525 Atten: Jeannie Klein, City Clerk

Project

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Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS CAD Tech	Noma Drive Improvements	11/3/2022	1	50.00	50.00
17-057 Dhead MS CAD Tech	plan updates	11/4/2022	2	50.00	100.00
17-057 Dhead MS Sen. PM	project coordination	11/7/2022	3.5	105.00	367.50
17-057 Dhead MS CAD Tech	plan updates	11/7/2022	9	50.00	450.00
17-057 Dhead MS Sen. PM	project coordination	11/8/2022	1.5	105.00	157.50
17-057 Dhead MS Sen. PM	project coordination	11/8/2022	9	105.00	945.00
17-057 Dhead MS Sen. PM	project coordination	11/9/2022	1	105.00	105.00
17-057 Dhead MS Sen. PM	project coordination	11/9/2022	2.5	105.00	262.50
17-057 Dhead MS Clerical	Noma Drive-OPC	11/9/2022	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	project coordination	11/10/2022	1.5	105.00	157.50
17-057 Dhead MS Sen. PM	project coordination	11/10/2022	3	105.00	315.00
17-057 Dhead MS Sen. PM	project coordination	11/11/2022	2	105.00	210.00
17-057 Dhead MS Sen. PM	project coordination	11/14/2022	0.5	105.00	52.50
17-057 Dhead MS CAD Tech	Noma Dr Improvements Phase 2	11/14/2022	1.5	50.00	75.00
17-057 Dhead MS CAD Tech	plan updates	11/18/2022	2	50.00	100.00
17-057 Dhead MS CAD Tech	plan updates	11/21/2022	9	50.00	450.00
17-057 Dhead MS CAD Tech	plan updates	11/22/2022	8	50.00	400.00
17-057 Dhead MS CAD Tech	plan updates	11/23/2022	9	50.00	450.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due	\$4,669.00
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**Chiniche Engineering
& Surveying**

407 HWY 90
Bay St. Louis, MS
39520

228-467-6755

jason@jjc-eng.com



In Item No. 10.

Date	11/29/2022
Invoice #	17-057-157

Bill To

City of Diamondhead 5,000 Diamonhead Circle Diamondhead, MS Atten: Jeannie Klein

Project

Canal Dredging

Item	Description	Serviced	Qty	Rate	Amount
17-057-2021 Cad	dredging plan	10/21/2022	2	70.00	140.00
17-057-2021 Senior Professional	plan coordination	10/24/2022	0.5	145.00	72.50
17-057-2021 Cad	plan updates	10/24/2022	2	70.00	140.00
17-057-2021 Cad	cross sections	10/25/2022	2	70.00	140.00
17-057-2021 Cad	cross sections	10/26/2022	2	70.00	140.00
17-057-2021 Cad	cross sections	10/27/2022	0.75	70.00	52.50
17-057-2021 Cad	quanties	11/3/2022	1.5	70.00	105.00
17-057-2021 Cad	cross sections	11/4/2022	2	70.00	140.00
17-057-2021 Cad	cross sections	11/11/2022	2	70.00	140.00
17-057-2021 Cad	cross sections	11/16/2022	1	70.00	70.00
17-057-2021 Cad	quantities	11/16/2022	2	70.00	140.00
17-057-2021 Cad	cross sections	11/22/2022	1	70.00	70.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due	\$1,350.00
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Covington Civil & Environmental, LLC

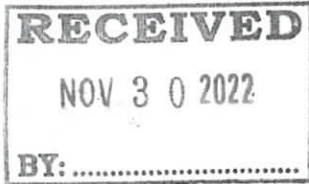
2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-43
Invoice Date: 11/17/2022
Due Date: 12/17/2022
Project: WA #12 - Stormwater M...
P.O. Number: 2022-0556
Terms: Net 30

Bill To: _____

City of Diamondhead



Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Stormwater Master Plan - Watershed A Phase II PO #2022-0556 Requisition #R-04404 Services Provided 10/01/2022 - 10/31/2022			
Stormwater Master Plan - Watershed A Phase II	0.04	98,120.00	3,924.80

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	\$3,924.80
Payments/Credits	\$0.00
Balance Due	\$3,924.80



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

Project Title		Stormwater Master Plan			
Project Number		16175.08			
Invoice #		16175.08-43			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Stormwater Master Plan Phase II	\$ 98,120.00	\$ 54,456.60	\$ 3,924.80	\$ 39,738.60	60%
Total	\$ 98,120.00	\$ 54,456.60	\$ 3,924.80	\$ 39,738.60	60%

Covington Civil & Environmental, LLC

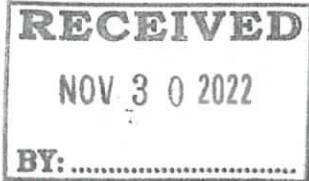
2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16383.08-11
Invoice Date: 11/17/2022
Due Date: 12/17/2022
Project: 16383.08 Commercial Di...
P.O. Number:
Terms: Net 30

Bill To: _____

City of Diamondhead



Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project Professional Engineering Services Services Provided 10/01/2022 - 10/31/2022			
Task 3 – Permitting	0.0095	15,500.00	147.25
Task 4 -- Land Acquisition Support Documents	0	60,000.00	0.00
Task 5 – Geotechnical Investigations	0.05	10,500.00	525.00
Task 6 – Roadway Design Plans	0.02	182,000.00	3,640.00
Task 7 – Bidding	0	9,500.00	0.00
Task 8 – Construction Engineering and Inspection	0	245,000.00	0.00

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

Total	\$4,312.25
Payments/Credits	\$0.00
Balance Due	\$4,312.25



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

Project Title Project Number Invoice #	Commercial District Transformation Project					
	16383.08					
	16383.08-11					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 63,000.00	\$ 63,000.00	\$ -	\$ 63,000.00	\$ -	100.00%
Task 2 - Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00	\$ 34,500.00	\$ -	\$ 34,500.00	\$ -	100.00%
Task 3 - Permitting	\$ 15,500.00	\$ 15,352.75	\$ 147.25	\$ 15,500.00	\$ -	100.00%
Task 4 - Land Acquisition Support Documents	\$ 60,000.00	\$ 10,661.25	\$ -	\$ 10,661.25	\$ 49,338.75	17.77%
Task 5 - Geotechnical Investigations	\$ 10,500.00	\$ 4,515.00	\$ 525.00	\$ 5,040.00	\$ 5,460.00	48.00%
Task 6 - Roadway Design Plans	\$ 182,000.00	\$ 162,890.00	\$ 3,640.00	\$ 166,530.00	\$ 15,470.00	91.50%
Task 7 - Bidding	\$ 9,500.00	\$ 95.00	\$ -	\$ 95.00	\$ 9,405.00	1.00%
Task 8 - Construction Engineering and Inspection	\$ 245,000.00	\$ -	\$ -	\$ -	\$ 245,000.00	0.00%
Total	\$ 620,000.00	\$ 291,014.00	\$ 4,312.25	\$ 295,326.25	\$ 324,673.75	48%
*Task 8 is based on a 12-month construction schedule. Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete. Tasks 4 and 8 shall be billed per the attached rate schedule						

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 00-14-2021

PROJECT NUMBER: 26040.00; Makiki Drive Culvert Replacement and associated swales

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Pickering Firm, Inc. on the 19th day of August, 2016.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

See 'Attachment A – Scope of Services'

WORK ASSIGNMENT TERM

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

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

DBE GOAL

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

KEY PERSONNEL

CITY PROJECT MANAGER:

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

Cara Wagner, PE (MS #26030)

PROGRESS SCHEDULE

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

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed **\$8,000** (Total of all Charges) plus the cumulative fee for Easement Plats as referenced below, without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

Table 1: Compensation for Services Breakdown

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
IIX	Construction Engineering and Inspection	\$8,000

Table 2: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
	Principal Engineer	\$ 135
	Professional Engineer	\$ 97
	Senior Project Manager	\$ 105
	Project Engineer	\$ 75
	Professional Land Surveyor	\$ 80
	Survey Crew Chief	\$ 47
	Instrument Person	\$ 35
	CAD Technician	\$ 50
	Clerical	\$ 43
	Resident Project Representative	\$ 70
	Engineering Technician	\$ 50

Both parties hereto represent that they have authority to enter into this Work Assignment as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____,

City of Diamondhead, Mississippi

By: _____

WITNESS this, my signature, in execution hereof, this the 1st day of November 2022.

Pickering Firm, Inc.

ATTEST: _____

Austin Keith



By: Cara Wagner, PE

ATTACHMENT A – SCOPE OF SERVICES

General Project Description

In general, the Engineer will perform environmental permitting, boundary and topographic survey, preparation of easement plats, engineering analysis, engineering design (including production of construction documents), bid phase, and construction engineering and inspection services relative to the replacement or rehabilitation of the culvert that crosses Makiki Drive just east of its intersection with Kui Place. Additionally, the incoming channels (roadside and through lot) and outflowing channel will be analyzed for appropriate capacity in the 25-year design storm event. Finally, a new swale traveling generally easterly behind the first 4-5 homes fronting Makiki Drive will be considered to assist with rear yard drainage.

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

Phase VIII – Construction Phase (including RPR) (\$8,000)

- A. Upon successful completion of the Bidding Phase, and upon written authorization from CLIENT, Engineer shall:
1. *General Administration of Construction Contract:* Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR, as needed, at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
 3. *Selecting Independent Testing Laboratory:* Assist CLIENT in the selection of an independent testing laboratory, where necessary
 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to

ATTACHMENT A – SCOPE OF SERVICES

be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to

ATTACHMENT A – SCOPE OF SERVICES

submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between CLIENT and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

ATTACHMENT A – SCOPE OF SERVICES

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents:* Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 10 above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 11 above.
16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of CLIENT, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. For purposes of this proposal, a construction phase of not more than 30 days was assumed.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to

ATTACHMENT A – SCOPE OF SERVICES

Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Additional Services

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

EXHIBIT "C"

WORK ASSIGNMENT

CITY OF DIAMONDHEAD

WORK ASSIGNMENT

NO _____

ENGINEER'S PROJECT NUMBER: - 17-057 Drainage Pond Remediation Project

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

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

1. Engineering and permit coordination to develop remediation plans and specifications for 5 existing drainage ponds located at the Cardinal and Pine Golf Course. The ponds are located at #4 and #12 holes on the Cardinal Course and #6, #17 and #18 on the Pines Course. The scope of work includes boundary ponds, topographic and hydrographic surveying as needed, permit coordination with regulatory agencies, drainage model development (EPA SWMM software) for a 100 year storm event and plan/specification preparation.

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

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

DBEGOAL

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

KEYPERSONNEL

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

CITY

CONSULTANT PROJECT MANAGER:

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

PROGRESS SCHEDULE

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

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

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$49,682.50 (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Christina Shurley	Senior Professional Engineer	145
Alex Bertagnolli	Senior Cad	90.00

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

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

City of Diamondhead

Authorized Signature

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

Printed Name: _____

Signature: _____

ATTEST: _____

EXHIBIT "D" FEES AND EXPENSES

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

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

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

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

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

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

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

Direct costs:

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

Direct Salaries:

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

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

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

Date _____

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

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Engineer's Project No _____ Mississippi

City Work Assignment No. _____

Engineer: _____

-----:
_

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

NOTE:

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

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

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

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"
PROGRESS REPORT

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

Report Submitted by _____

Date: _____

EXHIBIT "G"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Enter Consultant's Name}

{Print or Type}

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"

**PRIME CONSULTANT / CONTRACTOR EEV
CERTIFICATION AND AGREEMENT**

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

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

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor /Consultant

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

NOTARY PUBLIC
My Commission Expires : _____

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

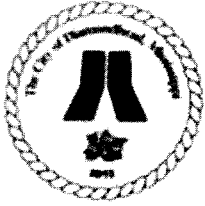
MASTER SERVICE AGREEMENT RATES

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

EXHIBIT "B"

SCOPE OF SERVICES

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



City of Diamondhead, MS

Docket of Claims Register - Council

Item No. 14.

APPKT01863 - 12.06.22 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT230253	ABC Rental	12/06/2022	208245-2	CHRISTMAS CELEBRATION RENTALS	001-653-650.00	Promotions	56.00
							56.00
DKT230254	AGJ	12/06/2022	MSP-100415	MONTHLY IT SUBSCRIPTIONS	001-140-605.00	Professional Fees - IT	2,269.10
							250.00
							1,923.60
							36.00
							59.50

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230255	Amazon com LLC	12/06/2022	1CP1-V4XN-7FRW	CHRISTMAS ON THE GREEN	001-280-501.00	Office Supplies	18.68	968.35
					001-653-650.00	Promotions	30.99	
					001-653-650.00	Promotions	13.99	
					001-653-650.00	Promotions	29.99	
					001-653-650.00	Promotions	18.86	
					001-653-650.00	Promotions	7.58	
					001-653-650.00	Promotions	17.99	
					001-653-650.00	Promotions	14.99	
					001-653-650.00	Promotions	14.99	
					001-653-650.00	Promotions	17.98	
					001-200-501.00	Supplies	22.79	
					001-653-650.00	Promotions	10.99	
					001-653-650.00	Promotions	19.77	
					001-653-650.00	Promotions	12.99	
					001-653-650.00	Promotions	71.99	
					001-653-650.00	Promotions	89.98	
					001-653-650.00	Promotions	20.99	
					001-280-501.00	Office Supplies	16.99	
					001-280-501.00	Office Supplies	16.99	
					001-140-501.00	Supplies	32.70	
					001-140-501.00	Supplies	207.96	
					001-140-501.00	Supplies	19.98	
					001-653-650.00	Promotions	34.44	
					001-653-650.00	Promotions	40.00	
					001-653-650.00	Promotions	10.96	
					001-140-501.00	Supplies	7.55	
					001-653-650.00	Promotions	8.92	
					001-140-501.00	Supplies	64.86	
					001-653-650.00	Promotions	9.48	
					001-653-650.00	Promotions	61.98	
DKT230256	B&J PITT STOP LLC	12/06/2022	NOVEMBER2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	45.00	164.45
					001-200-570.00	Repairs & Maintenance - Vehicle	67.45	
					001-200-570.00	Repairs & Maintenance - Vehicle	52.00	
DKT230257	BANCORPSOUTH BANK	12/06/2022	723698	COPIER LEASE AGREEMENT -- 14 OF 48	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	435.76	475.00
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	39.24	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230258	BLADES GROUP, LLC	12/06/2022	18036223	ASHPALT	001-301-581.00	Asphalt/Concrete	1,178.00	1,178.00
DKT230259	CIVICPLUS, LLC	12/06/2022	247288	PREMIUM ANNUAL RENEWAL	001-140-605.00	Professional Fees - IT	3,800.00	3,800.00
DKT230260	Coast Electric Power Association	12/06/2022	11/09/22-005	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	105.44	18,869.21
			11/09/22-007		001-301-630.00	Utilities - Streetlights & Other	49.64	
			11/14/22-002		001-301-630.00	Utilities - Streetlights & Other	1,281.36	
			11/14-22-001		001-301-630.00	Utilities - Streetlights & Other	9,983.89	
			11/18/22-026		001-301-630.00	Utilities - Streetlights & Other	51.59	
			11/25/22-021		001-301-630.00	Utilities - Streetlights & Other	65.36	
			11/25/22-022		001-301-630.00	Utilities - Streetlights & Other	144.21	
			11/25/22-023		001-301-630.00	Utilities - Streetlights & Other	70.23	
	12/09/2022		11/25/22-024		001-301-630.00	Utilities - Streetlights & Other	48.46	
			11/25/22-025		001-301-630.00	Utilities - Streetlights & Other	43.49	
	12/06/2022		11/25/22-027		001-301-630.00	Utilities - Streetlights & Other	59.49	
			11/9/22-003		001-140-630.00	Utilities - General	2,020.66	
					001-301-630.00	Utilities - Streetlights & Other	3,717.76	
			11/9/22-010		001-140-630.00	Utilities - General	66.02	
			11/9/22-012		001-140-630.00	Utilities - General	47.59	
			11/9/22-016		001-301-630.00	Utilities - Streetlights & Other	47.20	
			11/9/22-017		001-301-630.00	Utilities - Streetlights & Other	296.44	
			11/9/22-018		001-301-630.00	Utilities - Streetlights & Other	64.27	
			11/9/22-019		001-301-630.00	Utilities - Streetlights & Other	54.03	
			11/9/22-020		001-301-630.00	Utilities - Streetlights & Other	652.08	
DKT230261	COMPTON ENGINEERING, INC.	12/06/2022	221-087.001-6	ANAHOLA & HANA PLAE DRAINAGE BASIN	190-000-602.00	Professional Fees - Engineering	437.50	437.50
DKT230262	Covington Civil and Environmental LLC	12/06/2022	16175.08-43	WORK ASSIGNMENT #12-- STORMWATER MASTER PLAN	190-000-602.00	Professional Fees - Engineering	3,924.80	11,237.05
			16383.08-11	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	147.25	
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	525.00	
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	3,640.00	
			16422.08-10	CITY ENGINEER SERVICES	001-301-601.00	Professional Fees - Consulting	3,000.00	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230263	CSpire Cell Service	12/06/2022	NOVEMBER2022	CELLULAR SERVICE FOR NOVEMBER	001-140-632.00	Telephone - Cell	47.55	964.24
					001-200-612.00	Internet	343.30	
					001-280-632.00	Telephone - Cell	87.10	
					001-301-632.00	Telephone - Cell	486.29	
DKT230264	Cspire Internet Service	12/06/2022	690858-39	INTERNET & PHONE RENTAL FOR THE MONTH OF NOVEMBER	001-140-612.00	Internet	641.72	641.72
DKT230265	Deep South Equipment Company	12/06/2022	C01986 N16236	JCB BACKHOE FITTINGS FA #576 REPAIR	001-301-571.00	Repairs & Maintenance - Equipment	62.66	3,067.98
					001-301-635.00	Professional Fees - R&M Outside Services	871.74	
					001-301-571.00	Repairs & Maintenance - Equipment	67.54	
					001-301-571.00	Repairs & Maintenance - Equipment	12.00	
					001-301-571.00	Repairs & Maintenance - Equipment	1,160.00	
					001-301-571.00	Repairs & Maintenance - Equipment	87.00	
					001-301-571.00	Repairs & Maintenance - Equipment	75.00	
					001-301-571.00	Repairs & Maintenance - Equipment	732.04	
DKT230266	DIAMONDHEAD COUNTRY CLUB & POA	12/06/2022	DECEMBER 2022	RENTAL OF MAINTENANCE YARD -- DECEMBER	001-301-640.00	Rentals	1,000.00	1,000.00
DKT230267	Diamondhead True Value	12/06/2022	NOVEMBER2022	MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	8.97	248.03
					001-301-571.00	Repairs & Maintenance - Equipment	51.91	
					001-301-571.00	Repairs & Maintenance - Equipment	57.27	
					001-301-571.00	Repairs & Maintenance - Equipment	10.99	
					001-301-571.00	Repairs & Maintenance - Equipment	27.99	
					001-301-571.00	Repairs & Maintenance - Equipment	34.46	
					001-301-571.00	Repairs & Maintenance - Equipment	9.48	
					001-301-571.00	Repairs & Maintenance - Equipment	22.99	
					001-301-571.00	Repairs & Maintenance - Equipment	5.98	
					001-301-571.00	Repairs & Maintenance - Equipment	17.99	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT230268	Diamondhead Water and Sewer District	12/06/2022	011/18/22	WATER	001-301-630.00	Utilities - Streetlights & Other	765.51
			11/18/22		001-301-630.00	Utilities - Streetlights & Other	23.95
			11/18/22 - 830		001-301-630.00	Utilities - Streetlights & Other	401.75
			11/18/22-020		001-140-630.00	Utilities - General	23.95
					001-140-630.00	Utilities - General	162.27
					001-140-630.00	Utilities - General	81.13
			11/18/22-02075		001-301-630.00	Utilities - Streetlights & Other	26.16
			11/18/22-2070		001-301-630.00	Utilities - Streetlights & Other	23.95
			11/18/22-2080		001-301-630.00	Utilities - Streetlights & Other	22.35
			DKT230269		Diaz Brothers Printing	12/06/2022	5304
DKT230270	Eagle Energy	12/06/2022	36863	FUEL	001-301-525.00	Fuel	3,932.73
					001-301-525.00	Fuel	9.59
			36864		001-301-525.00	Fuel	2,194.47
						Fuel	1,728.67
DKT230271	Enmon Enterprises	12/06/2022	MGC12220056	MONTHLY CONTRACT FOR NOVEMBER	001-140-633.00	Professional Fees -- Cleaning/Janitorial	2,799.00
DKT230272	Fuelman	12/06/2022	NP63274101	FOR THE WEEK ENDING 11.13.22	001-200-525.00	Fuel	1,968.01
			NP63307300	FOR THE WEEK ENDING 11/20/22	001-140-525.00	Fuel	826.84
					001-200-525.00	Fuel	58.44
			NP63330502	FOR THE WEEK ENDING 11.27.22	001-200-525.00	Fuel	812.76
						Fuel	269.97
DKT230273	Galls LLC	12/06/2022	022222166.2	POLICE BOOTS	001-200-535.00	Uniforms	97.75
DKT230274	Hancock County Solid Waste	12/06/2022	1143	ADJUSTMENT RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	12,947.55
DKT230275	Independent Elevator Inspections LLC	12/06/2022	3969	ELEVATOR INSPECTION	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	193.00
DKT230276	James J Chiniche PA Inc	12/06/2022	17-057-155	ENGINEER SVS MONTJOY CREEK/PUBLIC ACCESS PROJECT	115-000-602.00	Professional Fees - Engineering Tidelands FY20	7,691.50
			17-057-156	DESIGN, BIDDING, CEI NOMA DRIVE BOAT LAUNCH/PIER	158-000-602.00	Professional Fees - Engineering Tidelands FY21	1,672.50
			17-057-157	CANAL DREDGING QUANTITY DEVELOPMENT	001-301-602.00	Professional Fees - Engineering	4,669.00
							1,350.00

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
							Amount	
DKT230277	Law offices of Derek R Cusick PLLC	12/06/2022	730	GENERAL MATTERS -- NOVEMBER	001-140-603.00	Professional Fees - Legal		14,493.75
			731	PLANNING AND ZONING -- NOVEMBER	001-280-603.00	Professional Fees - Legal	7,337.50	
			732	CITY PROSECUTOR -- NOVEMBER	001-110-603.00	Professional Fees - Legal	2,562.50	
			733	LADNER VS CODH -- NOVEMBER	001-280-603.00	Professional Fees - Legal	3,000.00	
			734	S. BYCHURCH -- NOVEMBER	001-280-603.00	Professional Fees - Legal	1,281.25	
							312.50	
DKT230278	Lawrence Printing Company	12/06/2022	NP63330502	FOR THE WEEK ENDING 11.27.22	001-200-525.00	Fuel	269.97	269.97
DKT230279	LEO J RIDGE III	12/06/2022	CHRISTMAS2022	CHRISTMAS PHOTOBOOTH	001-653-650.00	Promotions	605.00	605.00
DKT230280	Lowes Home Improvement	12/06/2022	961014-KAEJED	CHRISTMAS LIGHTS	001-140-501.00	Supplies	182.69	232.06
					001-653-650.00	Promotions	49.37	
DKT230281	Marvin J Bobinger III	12/06/2022	NOVEMBER 2022	LOBBYING SERVICES FOR	001-653-601.00	Professional Fees - Consulting	4,000.00	4,000.00
DKT230282	MAYLEY'S PEST CONTROL	12/06/2022	100231	PEST CONTROL CONTRACT	001-140-634.00	Pest Control	115.00	5,075.00
			100232		001-140-634.00	Pest Control	125.00	
			100581		001-140-634.00	Pest Control	4,835.00	
DKT230283	MS Department of Public Safety	12/06/2022	NOV2022	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	69.76	69.76
DKT230284	Napa of Bay St Louis	12/06/2022	NOVEMBER2022	MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	7.07	161.46
					001-301-571.00	Repairs & Maintenance - Equipment	130.50	
					001-301-571.00	Repairs & Maintenance - Equipment	23.89	
DKT230285	Orion Planning and Design	12/06/2022	3684	PROTECTED BIKE LANE	001-301-602.00	Professional Fees - Engineering	1,980.00	1,980.00
DKT230286	PAUL A SULLIVAN	12/06/2022	christmas22	CHRISTMAS TRAIN - 3 HOURS	001-653-650.00	Promotions	450.00	450.00
DKT230287	Pickering Firm Inc	12/06/2022	0092250	KOLO CT DITCH IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	1,320.00	4,347.50
			0092252	AHULI DRAINAGE IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	3,027.50	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230288	S&L Office Supplies	12/06/2022	103756	TRASH BAGS	001-140-510.00	Cleaning & Janitorial	46.10	201.91
					001-140-510.00	Cleaning & Janitorial	62.58	
					001-140-510.00	Cleaning & Janitorial	53.62	
					001-140-510.00	Cleaning & Janitorial	39.61	
DKT230289	SLIDELL ARMY SURPLUS INC	12/06/2022	DH2023-0047	POLICE UNIFORMS	001-200-535.00	Uniforms	933.50	933.50
DKT230290	South MS Business Machines Gulfport	12/06/2022	333768-DEC 426445	PAYMENT 50 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	281.28	339.23
				PER COPY CHARGE FOR NOVEMBER	001-280-506.00	Copier Usage/Maintenance	57.95	
DKT230291	Speciality Hose & Fabrication Inc	12/06/2022	10591	HYDRAULIC HOSE - FA#576	001-301-571.00	Repairs & Maintenance - Equipment	153.14	153.14
DKT230292	State Treasurer	12/06/2022	NOV2022	COURT ASSESSMENT/FINE FOR NOVEMBER	650-110-131.00	State Assessments Payable	969.49	999.49
					650-110-131.01	Court Bond Fees Payable	30.00	
DKT230293	Stegall Notary Service	12/06/2022	J.KLEIN-2022	NOTARY	001-140-623.00	Membership Dues/Fees	25.00	113.00
					001-140-623.00	Membership Dues/Fees	45.00	
					001-140-623.00	Membership Dues/Fees	43.00	
DKT230294	THE FIRST A NATIONAL BANKING ASSOCIATION	12/06/2022	DEC2022	CODH -- 2022	001-800-830.05	Note Interest Payment - Vehicle/Equip 2021 Lease	3,660.65	66,752.03
					001-800-820.05	Note Principal Payment - Vehicle/Equip 2021 Lease	63,091.38	
DKT230295	TransUnion Risk and Alternative Data Solutions Inc	12/06/2022	NOV2022	TLOxp FOR NOVEMBER	001-110-681.00	Other Services & Charges	75.00	75.00
DKT230296	UMB Card Services	12/06/2022	BBQSPONSORSHIP22 CHRISTMAS2022 NOVEMBER ZOOM DECEMBER	BBQ FOOD AND SUPPLIES	001-653-650.00	Promotions	307.27	656.76
				UMB - CHRISTMAS ON THE GREEN SUPPLIES	001-653-650.00	Promotions	289.50	
				MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	45.00	
				MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00	Membership Dues/Fees	14.99	

Docket of Claims Register - Council

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT230297	UniFirst Corporation	12/06/2022	1530038213	UNIFORM RENTAL FOR THE WEEK ENDING 11/14/22	001-301-535.00	Uniforms	263.26	665.46
			1530039462	UNIFORM RENTAL FOR THE WEEK ENDING 11/21/22	001-301-535.00	Uniforms	201.10	
			1530042075	UNIFORM RENTAL FOR THE WEEK ENDING 11/28/22	001-301-535.00	Uniforms	201.10	
DKT230298	Unifirst First Aid Corp	12/06/2022	H975044	FIRST AID CABINET REFILL	001-301-501.00	Supplies	68.27	68.27
DKT230299	Waste Management	12/06/2022	078154-4768-8	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	68.83	68.83
DKT230300	Waterslides of the Coast	12/06/2022	BBQ2022	BBQ EVENT WATERSLIDES	001-000-066.00	Prepaid Other	1,379.98	1,379.98
Total Claims: 48							Total Payment Amount:	180,057.78