



Mayor Depreo
Councilmember L'Ecuyer At-Large
Councilmember Finley Ward 1
Councilmember Moran Ward 2
Councilmember Morgan Ward 3
Councilmember Clark Ward 4

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, March 02, 2021
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation

Pledge of Allegiance

Roll Call

Confirm or Adjust Agenda Order

Council Comments.

- a. The next regular meeting of the City Council will be held March 16, 2021 at 6 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve February 17, 2021 Special Meeting Minutes.
2. Motion to approve the February 17, 2021 Regular Meeting Minutes.

Ordinances:

Resolutions:

3. **2021-059:** Motion to adopt Resolution 2021-007 thereby acquiring by donation certain real property located within the City from Purcell Co., Inc. and Diamondhead Property, Inc. more specifically certain waterways and canals together with perpetual, non-exclusive easements for ingress and egress and drainage maintenance.
4. **2021-062:** Motion to adopt Resolution 2021-008 thereby appointing Heather Flowers (Ward 2) to service as Planning & Zoning Commission for a 3-year term beginning immediately and expiring March 2024.
5. **2021-063:** Motion to adopt Resolution 2021-009 thereby authorizing signatories for depository with the The First ANBA and for other related matters.
6. **2021-064:** Motion to adopt Resolution 2021-010 thereby appointing Lynn Debrow (Ward 4) to serve as Planning & Commissioner for a 3-year term beginning immediately and expiring March 2024.

Consent Agenda:

- [7.](#) **2021-030:** Motion to approve to enter into an agreement with Eley Guild Hardy Architects for redesign of the chapel area for professional fees not to exceed \$34,400 and further to authorize the City Manager to issue the notice to proceed for same.
- [8.](#) **2021-044:** Motion to pay Holliday Construction for Debris Cleanup for an adjustment to earlier invoice in the amount of \$1,484.67 and for new debris invoice in the amount of \$706,526.54 for a total of \$708,011.21.
- [9.](#) **2021-050:** Motion to approve Pickering Firm Inc. Work Assignment for Hilo Street Drainage Project in the amount not to exceed \$37,000 and to accept Hilo Street Culvert Report prepared by same as presented February 17, 2021.
- [10.](#) **2021-051:** Motion to designate Michael Reso as City of Diamondhead's Applicant Agent for Public Assistance through Mississippi Emergency Agency for Hurricane Zeta-Federal Disaster No. FEMA-4576-DR-MS and further to enter into the State-Local Disaster Agreement with the State of Mississippi and MEMA for Hurricane Zeta-Federal Disaster No. FEMA-4576-DR-MS.
- [11.](#) **2021-052:** Motion to authorize advertisement for bids for City Hall Parking Lot Improvements.
- [12.](#) **2021-053:** Motion to approve the agreement with Election Systems & Software in the amount of \$6,297 for the 2021 General Election technical and coding support.
- [13.](#) **2021-054:** Motion to approve payments to Pickering Firm in the amount of \$386.25 for professional services related to the Strategic Initiative & Project Agreement, in the amount of \$15,637.50 for the NRCS Grant Channel Stabilization at Diamondhead Dr. at Alkii Way, in the amount of \$9,120 for the Lilly Pond Dredging Project, \$5,285 for the Diamondhead Dr. East Retention Pond Dredging Project.
- [14.](#) **2021-055:** Motion to approve payment to TetraTech in the amount of \$108,342.38 for Hurricane Zeta debris removal monitoring services.
- [15.](#) **2021-056:** Motion to enter into agreement with Orion Planning & Design for the amount of \$28,050 for design services for the Gateway to Diamondhead Project Phase A.
- [16.](#) **2021-057:** Motion to enter into agreement with Southern Mississippi Planning & Development to survey the condition of certain streets in the City of Diamondhead post Hurricane Zeta for a cost not to exceed \$3,000.
- [17.](#) **2021-058:** Motion to enter into agreement with Environmental Management Services, Inc. in an amount not to exceed \$9,647 for professional services to provide a hydrographic survey on Paradise Bayou and the secondary canals on the South side for dredging.
- [18.](#) **2021-060:** Motion to approve Budget Amendments 2021-18, 2021-19, 2021-20 and 2021-21.
- [19.](#) **2021-061:** Motion to approve Interfund Loan and local-match fund transfers for Fund 118 - GCRF Restore - Commercial District Transformation Project
- [20.](#) **2021-065:** Motion to accept the recommendation of the City Manager to select Covington Civil & Environmental for professional engineering services for the Commercial District Transformation Project.

Action Agenda.

- 21. 2021-066:** Motion to concur with the recommendation of the Planning & Zoning Commission and thereby to allow Sweet Rolls Hibachi as a mobile food vendor at 4313 Leisure Time Drive with the following conditions: operate on Thursdays only with no time limitations, signage must be conform with ordinances, permit expires 1 year from issue date, permit is non-transferable, must comply with Mississippi Department of Health Regulations, provide specific written authorizations from adjacent property owners to use their parking area for parking in addition, the following authorizations shall be submitted prior to the issuance of a permit: the applicant shall obtain the appropriate business/vendor privilege license and sales tax permit specifically for the location and outside lighting shall be provided.

Routine Agenda.

Claims Payable

- 22.** Motion to approve the Docket of Claims (DKT158178 - DKT158208) in the amount of \$943,174.01.

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



| | |
|------------------------|-------------|
| Mayor Depreo | Item No. 1. |
| Councilmember L'Ecuyer | Ward 1 |
| Councilmember Finley | Ward 2 |
| Councilmember Moran | Ward 3 |
| Councilmember Morgan | Ward 4 |
| Councilmember Clark | |

MINUTES
SPECIAL CALLED MEETING OF THE CITY COUNCIL
Wednesday, February 17, 2021
5:30 PM CST
Council Chambers, City Hall

Call to Order.

At 5:30 p.m. Mayor Depreo called the meeting to order.

Roll Call

Roll call: Present

Ward 1 Shane Finley

Ward 2 Alan Moran - arrived at 5:38 p.m.

Ward 3 Jamie Morgan

Ward 4 Charles Clark via telephone conference

Councilmember-At-Large Lindsay L'Ecuyer

Mayor Nancy Depreo

Confirm or Adjust Agenda Order

Motion made by Ward 3 Morgan, Seconded by Ward 1 Finley to confirm the agenda as presented;

Voting Yea: Mayor Depreo, Councilmember-At-Large L'Ecuyer, Ward 1 Finley, Ward 3 Morgan, Ward 4 Clark

Absent: Ward 2 Moran

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Ward 2 Moran arrived at 5:38 p.m.

- a. Economic Development Workshop

TIF - Laurence Leyens provided overview of TIF Plan. Rick Marshall of Marshall Investment Group provided project overview. Matt Walker, V.P. of Clinc Operations provided overview of services to be provided in new clinic.

Adjourn/Recess.

At 6:00 p.m. motion made by Councilmember-At-Large L'Ecuyer, seconded by Ward 1 Finley to adjourn meeting.

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk



| | |
|------------------------|------------|
| Mayor Depreo | Item No.2. |
| Councilmember L'Ecuyer | Ward 1 |
| Councilmember Finley | Ward 2 |
| Councilmember Moran | Ward 3 |
| Councilmember Morgan | Ward 4 |
| Councilmember Clark | |

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Wednesday, February 17, 2021
6:00 PM CST
Council Chambers, City Hall

Call to Order.

At 6:01 p.m. Mayor Depreo called the meeting to Order.

Invocation

Councilmember-At-Large L'Ecuyer

Pledge of Allegiance

Roll Call

Present:

Ward 1 Shane Finley

Ward 2 Alan Moran

Ward 3 Jamie Morgan

Ward 4 Charles Clark - via telephone conference

Councilmember-At-Large Lindsay L'Ecuyer

Mayor Nancy Depreo

Confirm or Adjust Agenda Order

Councilmember L'Ecuyer made motion, Ward 3 Morgan seconded to amend and approve agenda with the following addition:

2021-049: Host Red-Bean Cook-off with CASA of Hancock County and authorize expenses in the amount of \$650.00 for same.

Voting Yea: Mayor Depreo, Councilmember-At-Large L'Ecuyer, Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular Meeting of the City Council will be held March 2, 2021 at 6pm in Council Chambers at City Hall located at 5000 Diamondhead Circle.
2. Goodwill Industries of South Mississippi, Inc. - Richmond Vincent, President & CEO
R. Vincent provided overview of jobs, services provided and revenue generated by Goodwill Industries at our local store and across the Gulf Coast.
3. Diamondhead Garden Club-Live Oak Tree Registration- Linda Naron

Diamondhead Garden Club presented information on the registration of Live Oak Trees in our community.

4. Tetra Tech - Debris Removal Final Report.

Matt Mooneyham provided final report on debris removal.

City Manager's Report.

CASA Red Beans and Rice Cookoff – Since CASA had to cancel their annual GALA due to COVID, the organization has asked the City of Diamondhead to co-sponsor a fundraising event at City Hall. This will be a red beans and rice cookoff on May 1. The city will provide the band at a cost of \$650 for the event.

March of the Mayors – Extra Table has launched an effort to stock food pantries and soup kitchens across the state. This effort has been named March of the Mayors. This is a 4-week long event driven by donations of specific food items. Each city is collecting one specific item that will be dropped off at their designated location. Food collection will begin on Friday, February 12 and end on Friday, March 12. The City of Diamondhead will set up a drop off location at City Hall and will be collecting canned soup. We hope to fill many boxes in the city to contribute for this great cause.

Board of Supervisors – I received a call today to inform me that the county board of supervisors did approve our request to match the city dollar for dollar up to \$2 million for drainage projects in the City of Diamondhead. This is great news. I will be working to present a plan to the council in the near future to fund the city funds needed. This will result in a minimum of \$4 million for drainage projects, but our goal is to have Pickering Engineering leverage our \$4 million local funding to secure State and Federal funds grants for a much greater impact and more projects in the city being funded.

Comprehensive Plan – Orion planning is finishing the draft report. I will be working with them to schedule a meeting with the advisory committee once that is completed. Then, it will go to the planning and zoning for a public hearing.

Kalapalama Cove Streets – I have been contacted by the HOA for Kalapalama Cove. They are interested in transferring their streets to the city. Currently, the streets in this area are owned by their HOA. Derek and I have met with the president of the HOA, and they are working with them to get the necessary information. The streets are not in good condition, and this is one of the reasons they want the city to own them. This way there is a way to improve the roads. Finally, the HOA cannot afford to do this work. The city did accept the roads for Highpoint Condos after incorporation. So, it has been done before, but it is a council decision to accept the roads or not in the current condition. Derek and I will continue working with the HOA if the council does not object to this effort.

Hilo Street Drainage Project – Update from Andy with Pickering Engineering.

Public Comments on Agenda Items - None.

Policy Agenda.

Minutes:

- 1. Motion to approve February 2, 2021 Regular Meeting Minutes.

Motion made by Councilmember-At-Large L'Ecuyer, Seconded by Ward 3 Morgan to approve February 2, 2021 regular meeting minutes.

Voting Yea; Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, Councilmember-At-Large L'Ecuyer, Mayor Depreo.

MOTION CARRIED UNANIMOUSLY

- 2. Motion to approve the February 8, 2021 Recess Meeting Minutes.

Motion made by Ward 3 Morgan, Seconded by Ward 4 Clark to approve February 8, 2021 Recess meeting minutes.

Voting Yea; Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, Mayor Depreo; Councilmember-At-Large L'Ecuyer abstained.

MOTION CARRIED

Resolutions:

- 3. **2021-048:** Motion to adopt Resolution 2021-006 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 59 and 60, Diamondhead Phase 2, Unit 8, Block 2. The physical address is 5510 Alakoko Place; parcel number is 131D-1-13-108.000. (Schmitt)

Motion made by Councilmember-At-Large L'Ecuyer, Seconded by Ward 3 Morgan to adopt Resolution 2021-006 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 59 and 60, Diamondhead Phase 2, Unit 8, Block 2. The physical address is 5510 Alakoko Place; parcel number is 131D-1-13-108.000. (Schmitt)

Voting Yea: Mayor Depreo, Councilmember-At-Large L'Ecuyer, Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 3 Morgan, Seconded by Ward 1 Finley to approve the following agenda items by consent:

- 4. **2021-042:** Motion to approve payments to Digital Engineering in the amount of \$3,000 for Roadway improvements Phase 3, in the amount of \$436.50 GIS maintenance and \$1,406 for plan/spec review.
- 5. **2021-043:** Motion to authorize the administration to work with the Diamondhead Garden Club to register live oak trees in the City and further to authorize members of the Diamondhead Garden Club to measure and register trees located on public property.
- 6. **2021-045:** Motion to pay Machado-Patano for Beehive Homes Civil/Structural Review in the amount of \$388.

- 7. **2021-046:** Motion to approve Budget Amendment (2021-016) to move funds from the Other-Elections account to Capital Outlay - Other account for the purchase of new ice machine for Public Works.
- 8. **2021-047:** Motion to accept and award the RFQ 2021-004 proposals for City depository services received from The First ANBA and The Peoples Bank with variable interest rate options for a 2-year period ending March, 2023.
- 8a. **2021-049:** Host Red-Bean Cook-off with CASA of Hancock County and authorize expenses in the amount of \$650.00 for same.

Voting Yea: Mayor Depreo, Councilmember-At-Large L'Ecuyer, Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

Motion made by Councilmember-At-Large L'Ecuyer, Seconded by Ward 3 Morgan to approve Docket of Claims and Payroll Payables as follows:

- 9. Motion to approve the Docket of Claims (DKT158113-DKT158143) in the amount of \$66,082.07.
- 10. Motion to approve Payroll Payables PRCLAIM073 in the amount of \$30,294.23, PRCLAIM074 in the amount of \$30,900.63 and PRCLAIM075 in the amount of \$2,720.31, PRCLAIM076 in the amount of \$30,837.52, APPKT01396 in the amount of \$61,756.90, APPKT01415 in the amount of \$48,600.

Voting Yea; Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, Councilmember-At-Large L'Ecuyer, Mayor Depreo.

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 1 Finley, Seconded by Ward 3 Morgan to approve Department Reports as follows:

- a. January 2021 Financials
- b. Police Dept. Report
- c. Building Dept. Report
- d. Privilege License Report
- e. Code Enforcement Report
- f. Solid Waste Report

Voting Yea; Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, Councilmember-At-Large L'Ecuyer, Mayor Depreo.

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items- None.

Adjourn/Recess.

At 6:52 p.m. Motion made by Ward 3 Morgan, Seconded by Ward 1 Finley to adjourn meeting.

Voting Yea; Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan, Ward 4 Clark, Councilmember-At-Large L'Ecuyer, Mayor Depreo.

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

Resolution # 2021-007
Agenda Item #2021-059

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FROM PURCELL CO., INC. (formerly Diamondhead Properties, Inc.).

WHEREAS, the Mayor and City Council (the “Governing Body”) of the City of Diamondhead, Mississippi (the “City”), acting for and on behalf of the City, hereby finds and determines as follows:

1. The City is in need of acquiring certain real property for waterway improvements that is currently owned by PURCELL CO., INC. (formerly Diamondhead Properties, Inc.)
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. PURCELL CO., INC. (formerly Diamondhead Properties, Inc.) has expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto as Exhibit “A” to this resolution
4. The City is willing to accept the donation of the aforementioned properties.

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

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

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned properties by donation, for the City Manager to execute any necessary documentation to effectuate the donation of the subject properties and, for the Mayor to execute the Dedication Deed on behalf of the City attached collectively hereto as Exhibit “A.”

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

\

| | Aye | Nay | Absent |
|------------------------|-----|-----|--------|
| Mayor Depreo | ___ | ___ | ___ |
| Councilmember Moran | ___ | ___ | ___ |
| Councilmember Morgan | ___ | ___ | ___ |
| Councilmember Clark | ___ | ___ | ___ |
| Councilmember L'Ecuyer | ___ | ___ | ___ |
| Councilmember Finley | ___ | ___ | ___ |

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
LAW OFFICES OF DEREK R. CUSICK, PLLC
1325 25th Avenue
Post Office Box 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

PARTS OF UNIT 1,
DIAMONDHEAD, PHASE 2 and
UNIT 9, DIAMONDHEAD PHASE 1,
CITY OF DIAMONDHEAD,
HANCOCK COUNTY, MISSISSIPPI

GRANTOR'S ADDRESS:
PURCELL CO., INC.
4401 EAST ALOHA DRIVE
DIAMONDHEAD, MS 39525
(228) 255-9130

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

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ____ day of _____, 2021, by and between PURCELL CO., INC. (formerly Diamondhead Properties, Inc., and Diamondhead Corporation) GRANTOR, and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi ("CITY"), GRANTEE.

****WITNESSETH****

WHEREAS, PURCELL CO., INC. wishes to dedicate, grant and convey the following property to the CITY; and

WHEREAS, the CITY wishes to acquire the property along with the cost and responsibilities for maintaining same; and

WHEREAS, PURCELL CO., INC. has passed a corporate resolution(s) authorizing the dedication of the property conveyed herein and agreeing to the terms contained herein, a certified copy dated February 22, 2021 being attached hereto as Exhibit "B"; and

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

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

DEDICATION OF CERTAIN WATERWAYS AND CANALS, TOGETHER WITH PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND DRAINAGE MAINTENANCE

For and in consideration of the CITY's accepting the property and maintaining the property as waterways, PURCELL CO., INC. being the sole owner of, and the only party having any interest in the property, does hereby dedicate, grant and convey in fee simple the property and easements, improvements thereon and appurtenances thereto, if any, described herein in attached Exhibit "A", unto the CITY, its successors and assigns, for the use of the general public as waterways. This dedication of the property is made without warranties of any kind.

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

The conveyance herein is made subject to a reservation of all oil, gas and mineral rights.

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

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

The conveyance herein is made subject to the CITY maintaining the property as waterways.

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

EXECUTED, this the ____ day of _____, 2021.

GRANTOR:

PURCELL CO., INC. (formerly Diamondhead Properties, Inc., and Diamondhead Corporation)

BY: _____
Artis E. James, Jr., Vice President

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named Artis E. James, Jr., who acknowledged that he is Vice President of PURCELL CO., INC., and that in said representative capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____
Nancy Depreo, Mayor

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

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

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

NOTARY PUBLIC

My Commission Expires:

Exhibit "B"

CERTIFIED COPY OF CORPORATE RESOLUTION

"RESOLVED, that the President or any Vice President of this Corporation be, and they are hereby authorized, empowered and directed in the name of and on behalf of this Corporation to convey any or all of the Corporation's interest in any residential lots, any residential lot improved with a residential shelter unit, or any commercial or other real property owned by the Corporation at such prices and upon such terms as said officer(s) deem advisable, situated in the following described real estate developments:

Diamondhead, Hancock County, Mississippi; Lake Arrowhead, Cherokee County, Georgia; Lake Forest, Baldwin County, Alabama; Newport on Lake Houston, Harris County, Texas; Sandpiper Cove, Okaloosa County, Florida.

BE IT FURTHER RESOLVED, that said officers be and they are hereby authorized to execute and deliver any and all sales contracts, deeds, seller's affidavits, settlement statements and any other instruments and to take any and all such actions as they in their sole discretion may deem necessary, appropriate or desirable in order to carry out the transactions contemplated by the foregoing resolution."

SECRETARY'S CERTIFICATE

This is to certify that the foregoing is a true and correct copy of Resolutions adopted by the Board of Directors of Purcell Co., Inc., at a meeting held at the Corporation's office in Diamondhead, Mississippi on the 29th day of June, 1987; that the foregoing Resolutions were duly adopted, are incorporated in the minutes of said Corporation and are now in full force and effect.

This is to further certify that as of this date the following are duly elected and qualified officers of Purcell Co., Inc. who hold the said offices set opposite their names:

Larry D. Johnson, President
Artis E. James, Jr., Vice President
Steven C. Roe, Vice President
Kirk Boswell, Vice President & Treasurer

Billy G. Alexander, Assistant Treasurer
Carl H. Joffe, Secretary
Elizabeth F. York, Assistant Secretary

WITNESS my hand and seal of the Corporation on this the 22nd day of FEBRUARY, 2021.



CARL H. JOFFE
Secretary



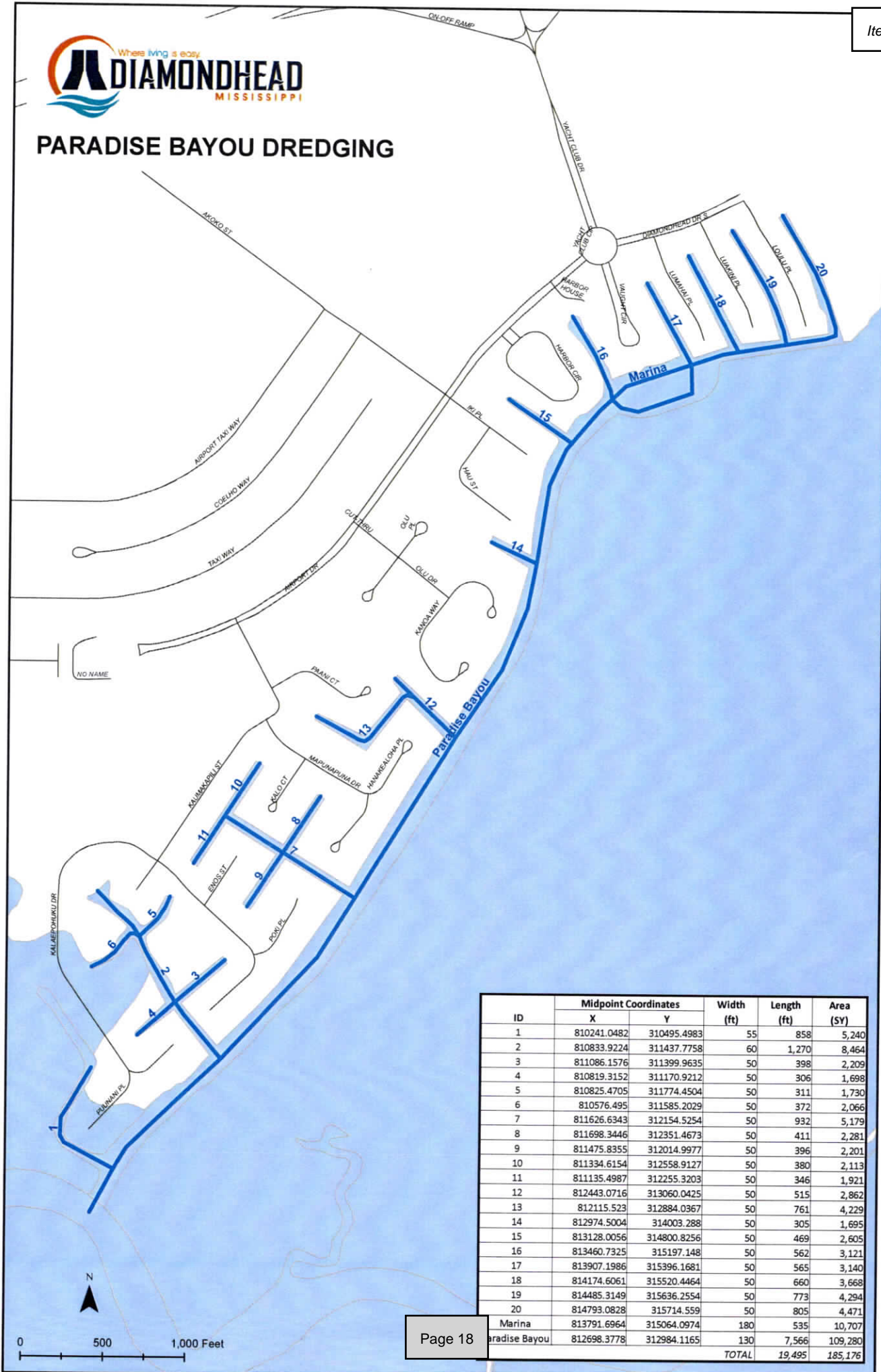
PARADISE BAYOU DREDGING



| ID | Midpoint Coordinates | | Width (ft) | Length (ft) | Area (SY) |
|----------------|----------------------|-------------|------------|---------------|----------------|
| | X | Y | | | |
| 1 | 810241.0482 | 310495.4983 | 55 | 858 | 5,240 |
| 2 | 810833.9224 | 311437.7758 | 60 | 1,270 | 8,464 |
| 3 | 811086.1576 | 311399.9635 | 50 | 398 | 2,209 |
| 4 | 810819.3152 | 311170.9212 | 50 | 306 | 1,698 |
| 5 | 810825.4705 | 311774.4504 | 50 | 311 | 1,730 |
| 6 | 810576.495 | 311585.2029 | 50 | 372 | 2,066 |
| 7 | 811626.6343 | 312154.5254 | 50 | 932 | 5,179 |
| 8 | 811698.3446 | 312351.4673 | 50 | 411 | 2,281 |
| 9 | 811475.8355 | 312014.9977 | 50 | 396 | 2,201 |
| 10 | 811334.6154 | 312558.9127 | 50 | 380 | 2,113 |
| 11 | 811135.4987 | 312255.3203 | 50 | 346 | 1,921 |
| 12 | 812443.0716 | 313060.0425 | 50 | 515 | 2,862 |
| 13 | 812115.523 | 312884.0367 | 50 | 761 | 4,229 |
| 14 | 812974.5004 | 314003.288 | 50 | 305 | 1,695 |
| 15 | 813128.0056 | 314800.8256 | 50 | 469 | 2,605 |
| 16 | 813460.7325 | 315197.148 | 50 | 562 | 3,121 |
| 17 | 813907.1986 | 315396.1681 | 50 | 565 | 3,140 |
| 18 | 814174.6061 | 315520.4464 | 50 | 660 | 3,668 |
| 19 | 814485.3149 | 315636.2554 | 50 | 773 | 4,294 |
| 20 | 814793.0828 | 315714.559 | 50 | 805 | 4,471 |
| Marina | 813791.6964 | 315064.0974 | 180 | 535 | 10,707 |
| Paradise Bayou | 812698.3778 | 312984.1165 | 130 | 7,566 | 109,280 |
| TOTAL | | | | 19,495 | 185,176 |



PARADISE BAYOU DREDGING



| ID | Midpoint Coordinates | | Width (ft) | Length (ft) | Area (SV) |
|----------------|----------------------|-------------|------------|---------------|----------------|
| | X | Y | | | |
| 1 | 810241.0482 | 310495.4983 | 55 | 858 | 5,240 |
| 2 | 810833.9224 | 311437.7758 | 60 | 1,270 | 8,464 |
| 3 | 811086.1576 | 311399.9635 | 50 | 398 | 2,209 |
| 4 | 810819.3152 | 311170.9212 | 50 | 306 | 1,698 |
| 5 | 810825.4705 | 311774.4504 | 50 | 311 | 1,730 |
| 6 | 810576.495 | 311585.2029 | 50 | 372 | 2,066 |
| 7 | 811626.6343 | 312154.5254 | 50 | 932 | 5,179 |
| 8 | 811698.3446 | 312351.4673 | 50 | 411 | 2,281 |
| 9 | 811475.8355 | 312014.9977 | 50 | 396 | 2,201 |
| 10 | 811334.6154 | 312558.9127 | 50 | 380 | 2,113 |
| 11 | 811135.4987 | 312255.3203 | 50 | 346 | 1,921 |
| 12 | 812443.0716 | 313060.0425 | 50 | 515 | 2,862 |
| 13 | 812115.523 | 312884.0367 | 50 | 761 | 4,229 |
| 14 | 812974.5004 | 314003.288 | 50 | 305 | 1,695 |
| 15 | 813128.0056 | 314800.8256 | 50 | 469 | 2,605 |
| 16 | 813460.7325 | 315197.148 | 50 | 562 | 3,121 |
| 17 | 813907.1986 | 315396.1681 | 50 | 565 | 3,140 |
| 18 | 814174.6061 | 315520.4464 | 50 | 660 | 3,668 |
| 19 | 814485.3149 | 315636.2554 | 50 | 773 | 4,294 |
| 20 | 814793.0828 | 315714.559 | 50 | 805 | 4,471 |
| Marina | 813791.6964 | 315064.0974 | 180 | 535 | 10,707 |
| Paradise Bayou | 812698.3778 | 312984.1165 | 130 | 7,566 | 109,280 |
| TOTAL | | | | 19,495 | 185,176 |

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD
APPOINTING HEATHER FLOWERS TO SERVE AS A PLANNING AND ZONING
COMMISSIONER FOR THE CITY OF DIAMONDHEAD.**

WHEREAS, the Mayor and Council (the governing body) for the City of Diamondhead serve as the appointing authority to the City of Diamondhead Planning and Zoning Commission pursuant to Ordinance 2012-003; and,

WHEREAS, the term of Commissioner Bice (Ward 2) expired on March 1, 2021; and

WHEREAS, it is the recommendation of Chuck Clark, Councilman Ward 2, to appoint, Heather Flowers (Ward 2) to serve as Planning & Zoning Commission for a term of three (3) years beginning immediately and ending March 2024;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby appoint Heather Flowers, a resident of Ward 2, to serve as Commissioner to be seated on the Planning and Zoning Commission for the City of Diamondhead for a three (3) year term expiring March 2024.

SO BE IT RESOLVED, this the _____ day of _____, 2021.

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

| | Aye | Nay | Abstain |
|------------------------|-------|-------|---------|
| Councilmember Finley | _____ | _____ | _____ |
| Councilmember Moran | _____ | _____ | _____ |
| Councilmember Morgan | _____ | _____ | _____ |
| Councilmember Clark | _____ | _____ | _____ |
| Councilmember L'Ecuyer | _____ | _____ | _____ |
| Mayor Depreo | _____ | _____ | _____ |

APPROVED _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

seal

Account Number(s)/Name(s) General Fund, Contingency Fund, Payroll Clearing, Accounts Payable Clearing and Fire Fund

RESOLUTION OF A STATE OR LOCAL GOVERNMENT OPERATING UNDER AUTHORITY OF AN ELECTED/APPOINTED GOVERNING OFFICIAL

The First ANBA
4402 Kalani Drive
Diamondhead, MS 39525

City of Diamondhead
Name
5000 Diamondhead Circle
Address
Diamondhead, MS 39525
City, State, and Zip Code

- A. I, Nancy C. Depreo, the undersigned, certify that I am the duly elected, or appointed, qualified and acting Mayor having authority over the above-named State or Local Government (to be hereinafter referred to as the "Governing Authority"); duly created, organized and governed by the Constitution and Laws of the State of Mississippi, Federal Employer ID Number 45-4475966. In negotiating checks, drafts, electronic transfers, or other negotiable instruments drawn on, or made payable to, said Governing Authority and endorsed in said name by myself as the duly elected officer or by those authorized by me below, I agree and certify that:
 - (1) The Financial Institution named above is designated, or is hereby designated, as a depository for the funds of the Governing Authority.
 - (2) This resolution shall continue to have effect until express written notice of its recession, modification, expiration, or cancellation has been received and recorded by the Financial Institution.
 - (3) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this Governing Authority with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (4) Any of the persons named below, so long as they act in a representative capacity as agents of the Governing Authority, are authorized to make any and all contracts, agreements, stipulations and orders, which they may deem advisable and necessary to open an Account(s) with the Financial Institution, and for the effective exercise of powers over said account(s) to transact business concerning funds deposited in, moneys borrowed from, or any other business transacted by and between this Governing Authority and said Financial Institution and; endorse checks and orders for the payment of money and withdrawal of funds on deposit with this Financial, subject to any restriction(s) stated below. The Governing Authority agrees to, shall be bound by, and otherwise be liable for, the terms and conditions of all such contracts, agreements, stipulations and orders. It shall be the responsibility of the Governing Authority to provide written notice to this Financial Institution should the authority of any of the agents it has so authorized to transact business on its behalf has been terminated. This Financial Institution shall incur no liability for acting in good faith upon the representations of said agents until such notice is properly given.
 - (5) Any and all prior resolutions adopted by this Governing Authority and certified to this Financial Institution as governing the operation of the Governing Authority's account(s), remain in full force and effect to the extent not supplemented or modified by this authorization.
 - (6) The Governing Authority hereby agrees to the terms and conditions of any account agreement having been properly opened by an authorized representative of the Governing Authority.

B. Print the name(s) and title(s) of any person who is authorized to exercise the powers described herein:

| | |
|-----------------------------------|--|
| <u>Nancy Depreo, Mayor</u> | <u>Jeannie Klein, City Clerk</u> |
| <u>Michael Reso, City Manager</u> | <u>Tammy Garber, Deputy City Clerk</u> |

C. I further certify that this Governing Authority has, and at the time of adoption of this resolution did have, full power and lawful authority to adopt the foregoing resolution(s) and to confer the powers granted to the person herein named.

I hereby certify that the above and forgoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____ and adopted in the affirmative, by the following vote of the Council of the City of Diamondhead on the _____ day of _____ March _____, 2021.

| | Aye | Nay | Absent |
|------------------------|-----|-----|--------|
| Mayor Depreo | ___ | ___ | ___ |
| Councilmember L'Ecuyer | ___ | ___ | ___ |
| Councilmember Finley | ___ | ___ | ___ |
| Councilmember Moran | ___ | ___ | ___ |
| Councilmember Morgan | ___ | ___ | ___ |
| Councilmember Clark | ___ | ___ | ___ |

IN WITNESS WHEREOF, I have hereunto affixed my signature as of

Signature
Nancy Depreo, Mayor

seal

Attest:

Jeannie Klein, City Clerk

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD
APPOINTING LYNN DEBROW TO SERVE AS A PLANNING AND ZONING COMMISSIONER
FOR THE CITY OF DIAMONDHEAD.**

WHEREAS, the Mayor and Council (the governing body) for the City of Diamondhead serve as the appointing authority to the City of Diamondhead Planning and Zoning Commission pursuant to Ordinance 2012-003; and,

WHEREAS, the term of Commissioner Bower (Ward 4) expired on March 1, 2021; and

WHEREAS, it is the recommendation of Chuck Clark, Councilman Ward 4, to appoint, Lynn Debrow (Ward 4) to serve as Planning & Zoning Commission for a term of three (3) years beginning immediately and ending March 2024;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby appoint Lynn Debrow, a resident of Ward 4, to serve as Commissioner to be seated on the Planning and Zoning Commission for the City of Diamondhead for a three (3) year term expiring March 2024.

SO BE IT RESOLVED, this the _____ day of _____, 2021.

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

| | Aye | Nay | Abstain |
|------------------------|-------|-------|---------|
| Councilmember Finley | _____ | _____ | _____ |
| Councilmember Moran | _____ | _____ | _____ |
| Councilmember Morgan | _____ | _____ | _____ |
| Councilmember Clark | _____ | _____ | _____ |
| Councilmember L'Ecuyer | _____ | _____ | _____ |
| Mayor Depreo | _____ | _____ | _____ |

APPROVED _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

seal

ELEY GUILD HARDY ARCHITECTS

January 27, 2021

Mr. Michael Reso
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Diamondhead City Hall - Old Chapel Renovation

Dear Mr. Reso:

Eley Guild Hardy Architects (EGH) appreciates the opportunity to provide professional design services on the above referenced project. My initial understanding of the project is the design of an interior renovation to the North Wing (Old Chapel) portion of Diamondhead City Hall to include offices and workspaces for the building department, billing clerks, and future administrative offices. Additionally, the project would also include renovating or replacing the main entry on the north side of the building for public access.

Based on the plan discussed at our meeting, the renovation will consist of approximately 4,000 square feet of renovation work and have a budget range of \$ 350,000 to \$450,000 with a median approximate cost of \$400,000.

EGH Architects proposes to provide architectural Basic Services as follows:

EGH will prepare a complete set of signed and sealed construction documents consisting of civil, structural, architectural, mechanical, electrical, and plumbing drawings for the proposed project. This would also include bidding and construction contract preparation as well as construction administration services.

EGH proposes a design fee based on the State of Mississippi Bureau of Buildings fee curve of 42 divided by the Log of Construction times a factor of 1.15 for renovation type projects which equates to 8.6% fee based on the approximate \$400,000 construction cost resulting in an estimated design fee of \$34,400.

After your review and approval of this fee proposal, we would offer to utilize the AIA Document B101, Standard Form of Agreement Between Owner and Architect, modified with minor revisions to suit project conditions.

We look forward to the opportunity of working with you on this project, and as always, if you have any questions, please do not hesitate to contact me.

Sincerely,

ELEY GUILD HARDY ARCHITECTS, PA



Daniel Hamburg, AIA, LEED AP - Associate

Cc: David Hardy, Principal Architect, EGH

PRINCIPALS

James H. Eley, FAIA
W. Taylor Guild, III, AIA, CCS
David J. Hardy, AIA
Stephen A. Stojcich, AIA
Joseph B. Crain, AIA
Mark E. Lishen, AIA, LEED AP
J. Heath Perry, AIA, CSI, CDT
Kyle L. Kish, AIA, LEED AP
Jennifer L. Seymour, AIA

ASSOCIATES

Joseph R. Stevens, Jr., AIA, LEED AP
Eric J. Commarato, AIA
Daniel Hamburg, AIA, LEED AP

BILOXI OFFICE

1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE

329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

www.egh.ms



February 17, 2021

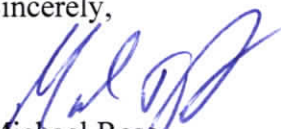
Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Payment to Holliday Construction – Debris Removal Invoice 8

Attached for review and consideration for payment is Invoice 8 in the amount of \$706,526.54 from Holliday Construction for Hurricane Zeta Debris Removal. Also attached is correspondence from TetraTech, our debris monitoring contractor, recommending this payment.

If you find this invoice and documentation to be in order, please proceed with payment approval.

Sincerely,

Michael Reso
City Manager

MR:jk

February 16, 2021

Mike Reso
City Manager
5000 Diamondhead Circle
Diamondhead, MS 39470

Subject: Review of Holliday Construction Invoice 8 – City of Diamondhead ROW

Dear Mr. Reso,

As requested, Tetra Tech has performed a review of Holliday Construction (the “Contractor”) invoice number 8 for services rendered to the City of Diamondhead (the “City”) for the period of December 22, 2020 to January 21, 2021. The services provided during this period were in response to Mississippi Hurricane Zeta (FEMA-EM-3550).

For the purposes of the invoice submitted by the Contractor, Tetra Tech has performed a full review of available data. The review involved a comparison of volumes, rates, and ticket level detail recorded in the Tetra Tech database to those presented in the Contractor’s invoice. Hauler rates have been verified against contract source but procurement of those rates has not been reviewed. Several quality assurance and quality control (“QA/QC”) procedures have been performed on Tetra Tech’s database in order to validate an accurate data set for use in debris hauler invoice reconciliation.

Based on the reconciliation performed, Tetra Tech recommends a payment of \$706,526.54.

If you should have any questions regarding this invoice, please feel free to call me at your convenience.

Sincerely,



Joe Benarroch | Regional Data Manager

Holliday Construction LLC

534 Hwy 26 East
 Poplarville MS 39470

Item No.8.

Invoice

| Date | Invoice # |
|-----------|-----------|
| 1/21/2021 | 8 |

| |
|--|
| Bill To |
| City of Diamondhead 5000 Diamondhead Circle Diamonhead, MS 39525 |

| P.O. No. | Terms | Project |
|----------|-------|---------|
| | | |

| Quantity | Description | Rate | Amount |
|--------------|--|-------|---------------------|
| 35,007.25 | Removal of Veg Debris from row to FDS | 6.00 | 210,043.50T |
| 45,745.6 | Disposal of Vegetative Debris- Joey Bounding | 1.50 | 68,618.40T |
| 621.2 | Disposal of Vegetative Debris- King Landfill | 4.75 | 2,950.70T |
| 23,959.55 | Construction and Demolition (C&D) debris removal from public property (right-of-way) and hauling directly to final disposal site | 7.50 | 179,696.63T |
| 24,600.95 | Disposal of Construction Debris- King Landfill | 4.75 | 116,854.51T |
| 1,079 | Hangers removed | 50.00 | 53,950.00T |
| 23 | Leaners removed 6"-11.99" | 40.00 | 920.00T |
| 7 | Leaners removed 12"-23.99" | 75.00 | 525.00T |
| 641.4 | Removal of POA- COMM C&D Debris from row to FDS | 7.50 | 4,810.50T |
| 11,359.55 | Removal of POA-COMM VEG debris from row to FDS | 6.00 | 68,157.30T |
| | Sales Tax | 0.00% | 0.00 |
| Total | | | \$706,526.54 |



Joey Boudin's Hauling & Equipment
9294 Harbor Drive
Bay St. Louis, MS 39520
228-467-8039

Holiday Con

016

01/25/21

| | |
|---|--|
| 12/22/20 - 01/21/21 class II | |
| trash from the city of Diamondhead | |
| 45,745.60 yds @ \$1.50 per yd = \$68,618 40 | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

INTEREST AT THE RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE ADDED TO ALL INVOICES NOT PAID WITHIN 30 DAYS. IN THE EVENT THIS INVOICE IS PLACED FOR COLLECTION, A MINIMUM CHARGE OF 25% COLLECTION AND/OR ATTORNEY FEES PLUS ALL COSTS OF COLLECTION WILL BE ASSESSED. PLEASE PAY FROM THIS INVOICE.

| | |
|-----------|-------------|
| SUB-TOTAL | |
| TAX | N/A |
| TOTAL | \$68,618 40 |

Scanned from mv idhanna

King Landfill and Environmental

2118 Hwy 90
 Bay St. Louis, MS 39520
 228-216-5061

INVOICE

INVOICE # 1008
 DATE: 1/22/2021

TO:
 Holliday Construction
 524 Highway 26 East
 Poplarville, MS 38470
 601-795-4839

SHIP TO:

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|---|------------------|-------------------|
| 24600.95 | 12/22/2020-1/21/2021 Diamondhead C&D Storm Debris | 4.75 | 116,854.51 |
| 621.20 | 12/22/2020-1/21/2021 Diamondhead VEG Storm Debris | 4.75 | 2,950.70 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | SUBTOTAL | 119,805.21 |
| | | SALES TAX | 0.00 |
| | | TOTAL DUE | 119,805.21 |

Make all checks payable to King Landfill and Environmental
 If you have any questions concerning this invoice, contact Holden Favre, 228-342-1770, holden@kingwaste.com

THANK YOU FOR YOUR BUSINESS!



Phone: 228.222.4626 Fax: 228.222.4390

February 2, 2021

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

Dear Councilmembers:

Re: Payment to Holliday Construction – Debris Removal Invoice 2344 – Balance Due

On January 5, 2021, a payment in the amount of \$1,278,26.50 for Invoice 2344 was approved for Holliday Construction. After Tetra Tech’s final audit of the invoice and supporting documents, a calculation and rounding error was detected resulting in a revised payment in amount of \$1,279,748.17.

Approval to make payment for the balance due on Invoice 2344 in the amount of \$1,484.67 is hereby requested.

If you find this invoice and documentation to be in order, please proceed with payment approval.

Sincerely,

Michael Reso
City Manager

MR:jk

2021-0111
 Item No.8.

Holliday Construction LLC
 534 Highway 26 E
 Poplarville, MS 39470-3558
 Phone: (601) 795-4389
 Fax: (601) 795-2854

INVOICE

INVOICE NO
 2344

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

SHIP TO Emergency Debris Clean Up
 5000 Diamondhead Circle
 Diamondhead, MS 39470

| ACCOUNT NO | PO NUMBER | SHIP VIA | DATE SHIPPED | TERMS | INVOICE DATE | PAGE |
|------------|-----------|----------|--------------|--------|--------------|------|
| DIAMONDH | 1130 | | | Net 30 | 12/21/2020 | 1 |

| ITEM NO | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED | |
|---------|----------|---|------------|------------|---|
| | 1 | Invoice Dates. 11/30/2020 - 12/21/2020 | 0.00 | 0.00 | * |
| | 70,496.6 | Vegetative Debris removal from public property | 6.00 | 422,979.60 | * |
| | 55,692.8 | Construction and Demolition (C&D) debris removal from public property | 7.50 | 417,696.00 | * |
| | 1,243.65 | Disposal of vegetative debris (VEG) to King Landfill | 4.75 | 5,907.34 | * |
| | 55,692.8 | Disposal of Construction Debris (C&D) to King Landfill. | 4.75 | 264,540.80 | * |
| | 69,253 | Disposal of Vegetative debris to Joey Boudin Pit. | 1.50 | 103,879.50 | * |
| | 3 | Leaners (12-23.99IN) diameter | 75.00 | 225.00 | * |
| | 3 | Leaners (6-11.99IN) diameter | 40.00 | 120.00 | * |
| | 1,288 | Hangers removed from tree for a unit price. | 50.00 | 64,400.00 | * |

* means item is non-taxable

TOTAL AMOUNT 1,279,748.24^{.17}

1/5/21 Paid \$1,278,263.50
 Bal Due \$1,484.67

2021 0116
Item No.8.

Holliday Construction LLC
534 Highway 26 E
Poplarville, MS 39470-3558
Phone: (601) 795-4389
Fax: (601) 795-2854

INVOICE

INVOICE NO
2344

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

SHIP TO Emergency Debris Clean Up
5000 Diamondhead Circle
Diamondhead, MS 39470

| ACCOUNT NO | PO NUMBER | SHIP VIA | DATE SHIPPED | TERMS | INVOICE DATE | PAGE |
|------------|-----------|----------|--------------|--------|--------------|------|
| DIAMONDH | 1130 | | | Net 30 | 12/21/2020 | 1 |

| ITEM NO | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED | |
|---------|----------|---|------------|------------|---|
| | 1 | Invoice Dates. 11/30/2020 - 12/21/2020 | 0.00 | 0.00 | * |
| | 70,496.6 | Vegetative Debris removal from public property | 6.00 | 422,979.60 | * |
| | 55,692.8 | Construction and Demolition (C&D) debris removal from public property | 7.50 | 417,696.00 | * |
| | 1,243.65 | Disposal of vegetative debris (VEG) to King Landfill | 4.75 | 5,907.34 | * |
| | 55,692.8 | Disposal of Construction Debris (C&D) to King Landfill. | 4.75 | 264,540.80 | * |
| | 69,253 | Disposal of Vegetative debris to Joey Boudin Pit. | 1.50 | 103,879.50 | * |
| | 3 | Leaners (12-23.99IN) diameter | 75.00 | 225.00 | * |
| | 3 | Leaners (6-11.99IN) diameter | 40.00 | 120.00 | * |
| | 1,288 | Hangers removed from tree for a unit price. | 50.00 | 64,400.00 | * |

* means item is non-taxable

TOTAL AMOUNT 1,279,748.24

1/5/21 Paid \$1,278,263.50
Bal Due \$1,484.74

WORK ASSIGNMENT

WORK ASSIGNMENT NO. _____

PROJECT NUMBER: 26025.01; Hilo Street Culvert Replacement – Implementation

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 31, 2021 at 11:59 P.M. CDT.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 31, 2021 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL

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

KEY PERSONNEL

CITY PROJECT MANAGER:

Mike Reso

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

Andy Phelan, PE (MS #19480)

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 **\$37,000** (Total of all Charges) 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) |
| I | Wetland Delineation | \$ 5,000 |
| II | Wetland Permitting Assistance | \$ 7,800 |
| III | Engineering Design | \$11,300 |
| IV | Project Bidding | \$4,000 |
| V | Construction Engineering and Inspection | \$8,900 |

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 17th day of February 2021.

Pickering Firm, Inc.


By: Andy Phelan, PE

ATTEST: 

Cara Wagner, PE

General Project Description

In general, the Engineer will perform permitting, engineering design, bid phase, and construction engineering and inspection services relative to the replacement or rehabilitation of the culvert that crosses Hilo Street just north of Diamondhead Drive from its western beginning at the end of a ditch on the golf course to its eastern end to a ditch on the east side of Hilo Street. Dredging of the golf course pond and improvements to the ditch from the aforementioned culvert and to the golf course pond will also be considered. 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.

Survey data prepared for previous phases will be utilized as a basis for design.

Task 1 – Wetland Delineation (\$5,000)

We understand the project to consist of a Wetland Delineation and a submittal of a Joint Permit Application and Notification to the Mississippi Department of Marine Resources (DMR) and the United States Army Corps of Engineers (USACE), in accordance with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, for the proposed Hilo Street Culvert project.

For the delineation, the Engineer will perform the following:

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

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

Task 2 – Wetland Permitting Assistance (\$7,800)**For the permitting phase, the Engineer will perform the following:**

- Obtain and review any Environmental Assessments or other environmental studies that have been conducted in the project area.
- Provide a written report documenting potential impacts to wetlands and “other waters of the U.S.”
- Solicit written correspondence from Federal, State, and Local resource agencies, as necessary, regarding proposed Project.

- Consult with the US Army Corps of Engineers, Department of Marine Resources, the Mississippi Department of Environmental Quality, and the US Fish and Wildlife Service.
- Consult with the Mississippi Secretary of State.
- Submit a Section 10/Section 404 Joint Permit Application and Notification to the Department of Marine Resources and the US Army Corps of Engineers.
- Provide permitting assistance, as required, to obtain the necessary permits for the construction phase of the project.

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

1. Mitigation Plan
 - Wetland mitigation assessment and planning for “other waters of the U.S.” are not included in this proposal
 - Wetland Acreage/Stream mitigation credits to be purchased are unknown at this time
2. A cultural resources survey and threatened and endangered species survey could be required by the US Army Corps of Engineers prior to Section 404 permit authorization.

Phase II – Engineering Design

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

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

Phase III – Bidding Phase

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

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

Phase IV – Construction Phase (including RPR)

- A. Upon successful completion of the Bidding Phase, and upon written authorization from CLIENT, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR, as needed, at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
 3. *Selecting Independent Testing Laboratory:* Assist CLIENT in the selection of an independent testing laboratory, where necessary
 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of

Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between CLIENT and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents

(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

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

recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. For purposes of this proposal, a construction phase of not more than 30 days was assumed.

- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

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.

February 16, 2021

Michael J. Reso
City Manager, City of Diamondhead, MS
5000 Diamondhead Circle
Diamondhead, MS 39525
Sent via Email: mreso@diamondhead.ms.gov

Re: Hilo Street Culvert

Mike –

Pursuant to Work Assignment number 00-09-2021, “Hilo Street Culvert Replacement – Investigation”, as executed on December 16, 2020, please accept this letter-form report outlining existing conditions, proposed recommendations, and effects of these proposed recommendations on the existing culvert under Hilo Street, its out-falling channel, and the downstream retention pond on the golf course.

[Project Scope](#)

In general, Pickering performed a survey (through a subcontractor, Crosby Surveying) and engineering investigations relative to the replacement or rehabilitation of the culvert that crosses Hilo Street just north of Diamondhead Drive. The survey included the culvert’s western beginning (at the end of a ditch on the golf course) to its eastern end at a ditch on the east side of Hilo Street. This survey and investigation further considered dredging the golf course pond and improvements to the ditch from the aforementioned culvert and to this pond.

[Hilo Street Culvert](#)

[Pipe Information](#)

From site visits and survey data, it was determined that the 48” equivalent corrugated metal arch pipe (CMAP) (53” x 41”) is split in two sections by a concrete junction box located on the west side of Hilo Street; the two culverts total approximately 245 feet long. Because the top of the junction box is solid concrete with no external access, the invert where the upstream and downstream culverts meet was not able to be determined; therefore, a uniform slope from the upstream end of the upstream section to the downstream end of the downstream section was determined to be 0.8%. A culvert at this size and at this slope will have a flowing full capacity of approximately 130 cubic feet per second (cfs).

The watershed that flows through this pipe was determined through site visits and studying publicly-available GIS information to be approximately 75 acres; of these 75 acres, 59 is residential subdivisions,

10 is golf course, and the remaining 6 is wooded. A map showing the limits of this basin is included in “Appendix One – Watershed”.

Peak runoff handled by a drainage culvert is influenced by ground cover, the area of the watershed, the intensity of the storm event, and the time it takes for the flow to reach the culvert from the most-hydraulically distant point (time of concentration). A storm drain culvert is typically designed to handle the peak flow expected from a design storm event. Typically, on the Mississippi Gulf Coast, the design storm for a culvert is the 25-year storm, though the City of Biloxi considers the 100-year event.

Shown on “Appendix Two – Hydrograph”, for this watershed, the SCS method was used to determine the peak flow. Parameters included a dimensionless “curve number” of 63 (ground cover factor), a time of concentration of 73.5 minutes, and an area of 75 acres; this resulted in a 190 cfs peak flow in the 25-year event (307.94 cfs in the 100-year event). Note the existing culverts’ capacities of 130 cfs is less than this design capacity required.

Pipe Condition

An initial site visit was made to determine the condition of the existing culvert(s). Referencing “Appendix Three – Project Photos”, the culvert was found to be in serious disrepair. Both pipe sections exhibited section loss and heavy corrosion.

On the downstream culvert, a large (approximately 3”- 4”) gash was found to run longitudinally along the majority of the pipe and a seam along the top of the culvert was apparent. This top seam appears to be further separating and does not appear to be part of the pipe’s construction (i.e. this seam is not present on the end of this section as viewed from the concrete junction box nor does it appear in the upstream pipe section). This downstream pipe also had a large horizontal deflection and a notable vertical deflection. A large gap was noted between the outside diameter of this culvert and the concrete junction box. Finally collected sediment, including a “pile”, was noted in various portions of this culvert.

The upstream culvert similarly had a vertical deflection and collected sediment. Most notable, the upstream end of this upstream culvert has experienced significant section loss along the flow line of the pipe; this section loss is estimated to be 25% of the entire pipe’s inner diameter. This upstream culvert had a surficial sinkhole above the culvert further suggesting sediment loss through the pipe walls.

Pipe Condition - Analysis

This culvert appears to be an old galvanized metal culvert, possibly upwards of 50+ years old. While this pipe is generally considered serviceable for drainage in parts of the country, it is highly susceptible to corrosion from salts and the galvanized coating can be damaged, whereby exposing the bare metal underneath. While Diamondhead is not immediately adjacent to the Mississippi Sound, there is

potential, particularly during tropical events that brackish water would flow through these culverts whereby exacerbating corrosion and pipe failures.

In the downstream section, the horizontal deflection is likely an installation issue, however, the vertical deflection could be indicative of settlement of a section(s) of the culvert. In this case, the vertical deflection is near the sediment pile suggesting it possible that vertical deflection has compromised the pipe integrity and is allowing sediment to enter the culvert; were this the case, it appears the vertical deflection is under Hilo Street which may lead to road failure. The obvious longitudinal failure along the flow line and the probable longitudinal failure along the culvert's top compromise the overall structural integrity of the culvert; a complete circular or arch culvert will evenly distribute load around the pipe's circumference (similar to trying to squeeze an egg in your hand). The "breaks" in these sections will limit the distribution of the loading and cause the upper sections to bear more of the loading likely to failure. The annular space between the culvert and concrete junction box further allows for water flow on the outside of the culvert which can similarly cause sediment loss around the pipe. Collectively the failures noted create high potential for sediment loss which will eventually cause failure of Hilo Street.

The upstream culvert analysis is similar to the downstream culvert. Notably, it appears the vertical deflection in the culvert has sediment collected underneath it; this appears to be approximately in line with the above grade sinkhole. The flowline section loss at the upstream end is compromising structural integrity.

Recommendations

Two trenchless and one remove and replace repair options will be discussed below along with probable construction costs for each (construction costs will assume third party construction). Regardless of method, it is advisable for the City of Diamondhead to implement improvements as soon as feasible due to the serious deterioration noted and possibility of damage to adjacent infrastructure, homes, fences, driveways, etc.

Option 1 – Remove and Replace

The remove and replace option would utilize heavy equipment to dig a trench to remove the existing culvert and replace with a new concrete drainage culvert. This option would allow for horizontal and vertical deflections to be removed, allow for a uniform slope across the flowline of the pipe to be established, provide for concrete-pipe strength, and eliminate concern of further deterioration in the existing CMP. Additionally, this option will allow the City of Diamondhead to install whatever size line it deems beneficial; a 54" (or equivalent) arch pipe should provide capacity closer to the 25 year event. However, this option would require cutting of Hilo Street and installing an asphalt patch across the trench; milling and overlaying a strip of pavement on either side of the trench will generally allow for a smoother ride across the trench repair. This option could be completed in approximately 30 days of dry

weather. Per “Appendix Four – Cost Estimates”, the project total for this option would be approximately \$135,000.

Option 2 – Cured In Place Pipe (CIPP)

The CIPP option is a trenchless rehabilitation option that uses a seamless resin-impregnated felt liner (“sock”) that is expanded to the diameter of the host pipe and heat-cured to provide a new interior surface. While this option is often less than full removal and replacement, would require no trenching (including no road cuts), and be less invasive for local residents and motorists, this particular installation would present various issues that may affect its efficacy. For instance, some of the existing sharp edges of corroded CMP could cut the liner or cause it to unfurl unevenly; both of which could prevent the CIPP from providing a uniform seamless liner. Additionally, the significant CMP section loss would have to be filled with grout or concrete to prevent the liner from reflecting the dips and irregularities associated with the section loss. The compromised structural integrity of the host CMP would also require a thicker than (and costlier than) usual liner to ensure structural stability. This option will leave all horizontal and vertical deflections intact and will not allow for a change in pipe size. In discussing with a trenchless repair contractor (Spencer Tuell with Gulf Coast Underground, LLC), it appears this method is accomplishable, but the additional considerations caused by the severe deterioration of the host CMP will drive project costs to approximately \$195,000 (see “Appendix Four – Cost Estimates”)

Option 3 – Slip Line Exist CMP

Slip-lining, like CIPP, is a trenchless option for pipe rehabilitation. In this option, a smaller culvert is simply pushed or pulled through the existing culvert and the annular space between the host pipe and the new carrier pipe is filled with a grout slurry. While possible, slip-lining arch pipe is less common than a circular pipe which allows for some twist (during installation) whereas an arch pipe has to stay completely straight. What’s more, slip-lining typically reduces the carrying capacity of the culvert due to the decrease in line size. Slip lining will reflect any existing vertical and horizontal deflections and possibly will resist installation across any significant bends in which the liner pipe can’t pass through. The grout slurry can restore some structural strength, but in this case such significant section loss and sediment loss around the pipe there is concern that the grout will not adequately fill all the voids. After consideration, slip lining was deemed inappropriate for this situation. No cost estimate was created for this option.

Preferred Option

Due to the severe existing pipe deterioration, its lower cost, the higher likelihood of providing a structurally-sound culvert, the ability to select the culvert size, the ability to remove horizontal and vertical deflections, and concrete’s less corrosive nature, it is recommended to perform a complete removal and replacement of this culvert with a 40”x65” reinforced concrete arch pipe.

Golf Course Pond

Pond and Channel Information

**Note; at the time of this draft, survey information for the pond banks was complete, yet pond bottom information was yet unavailable.* From site visits and survey data, the existing pond is relatively small (approximately 1/4 – 1/5 acre) and with similar sized inflowing and outflowing culverts, the pond appears to serve more of an aesthetic feature for the golf course than a typical engineered function (i.e. detention). The pond has obvious signs of sedimentation (i.e. silt mounds in areas of the pond, banks flattening at the water line, etc.). *Until such time that the pond bottom is surveyed, this report will assume a uniform excess sediment depth of 2' across the pond.*

The existing 175 linear foot channel between this pond and the Hilo Street culvert is an unlined earthen trapezoidal channel with a minimum depth of 2'-9", a minimum bottom width of 6.5', and average side slopes of 2.5 (H) to 1' (V). The channel is about 175 feet long from the upstream culvert outfall to a 48" reinforced concrete pipe under the cart path; between these two culverts a linear slope of approximately 1.3% is achievable, but in its current state, the bottom is non-uniform with pools and sediment deposits causing an uneven bottom width and profile. There is no rip rap or other velocity dissipator at the mouth of the upstream culvert.

Pond and Channel Information Analysis & Recommendations.

Pond

While the pond does not seem to serve a typical engineered function, any permanently wet storage basin will serve to improve water quality by allowing suspended sediments and other debris to settle. These settled particles will collect overtime and a general dredging maintenance program is required to remove these accumulated sediments before the full storage capacity is utilized. *Assuming the uniform 2' sediment depth described above,* to dredge this pond would require the removal of approximately 625 cubic yards of material; the pond is small enough that dredging could be done with traditional construction equipment from the bank.

Channel

At the measured existing conditions, the channel is capable of handling 275 cfs of runoff. Per calculations described in the culvert section above, this will handle the 25-year event (about 190 cfs) and the 50-year event (235 cfs), however, could overtop in the 100-year event (290 cfs). Should this channel overtop, the overbanks are along the golf course so that there is minimal threat to public infrastructure or private properties. As such, it appears the channel is sufficient in its current design,

however maintenance dredging and reshaping of this channel is recommended. An engineered velocity dissipater (i.e. rip rap) shall be installed at the downstream end of Hilo Street.

Probable project costs for both the pond and channel are shown in "Appendix Four – Cost Estimates." It is estimated that project cost to dredge the pond would be approximately \$20,700 and to restore the channel will cost approximately \$6,200. Note that costs presented below assume each project is performed individually; project savings may be realized if two or more of the options below are combined into one project.

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

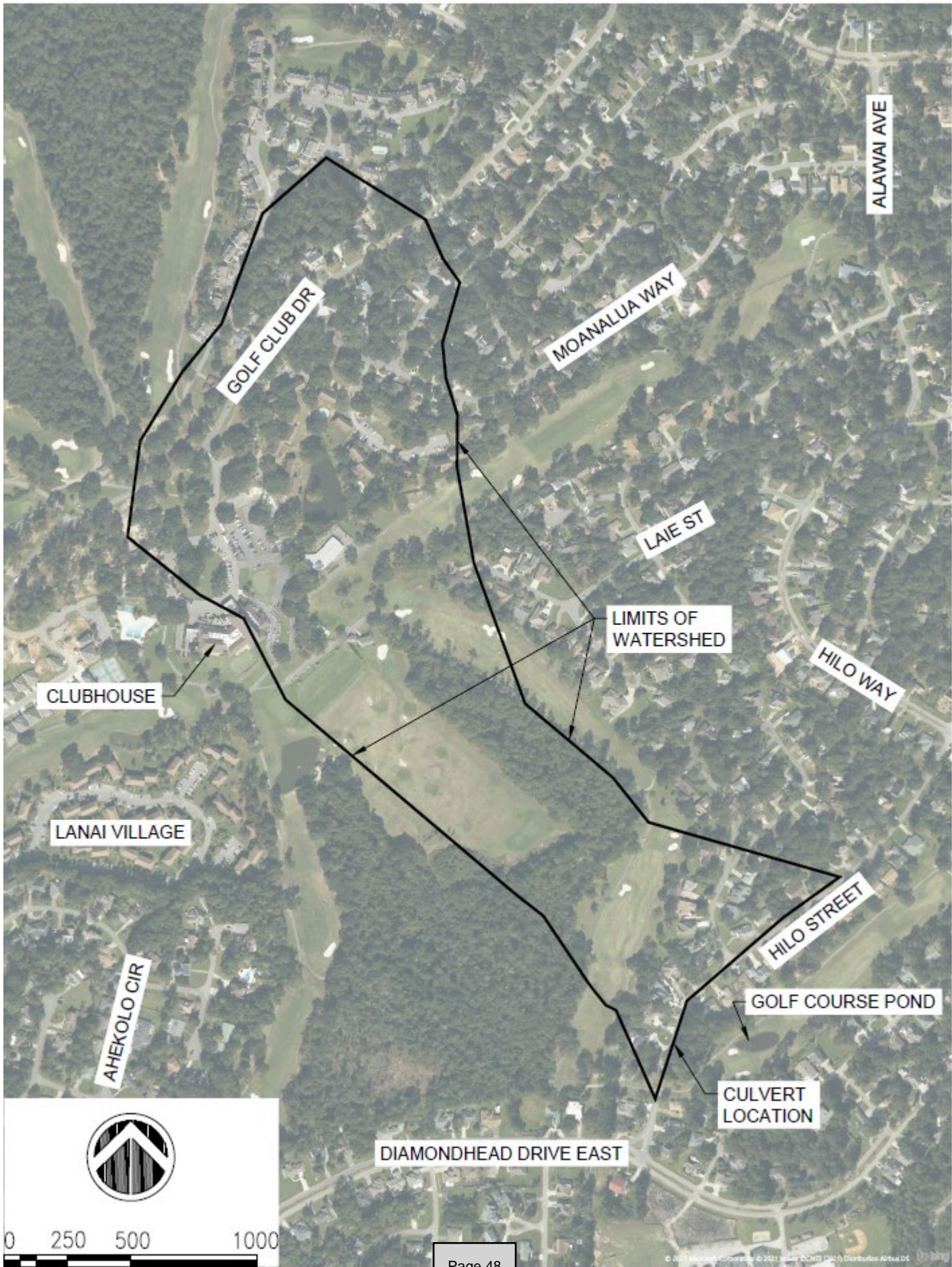
Sincerely,

PICKERING FIRM, INC.



Andy Phelan, P.E.
Principal Owner of Pickering

Appendix One – Watershed



Appendix Two – Hydrograph

Hydrograph Report

Hydroflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

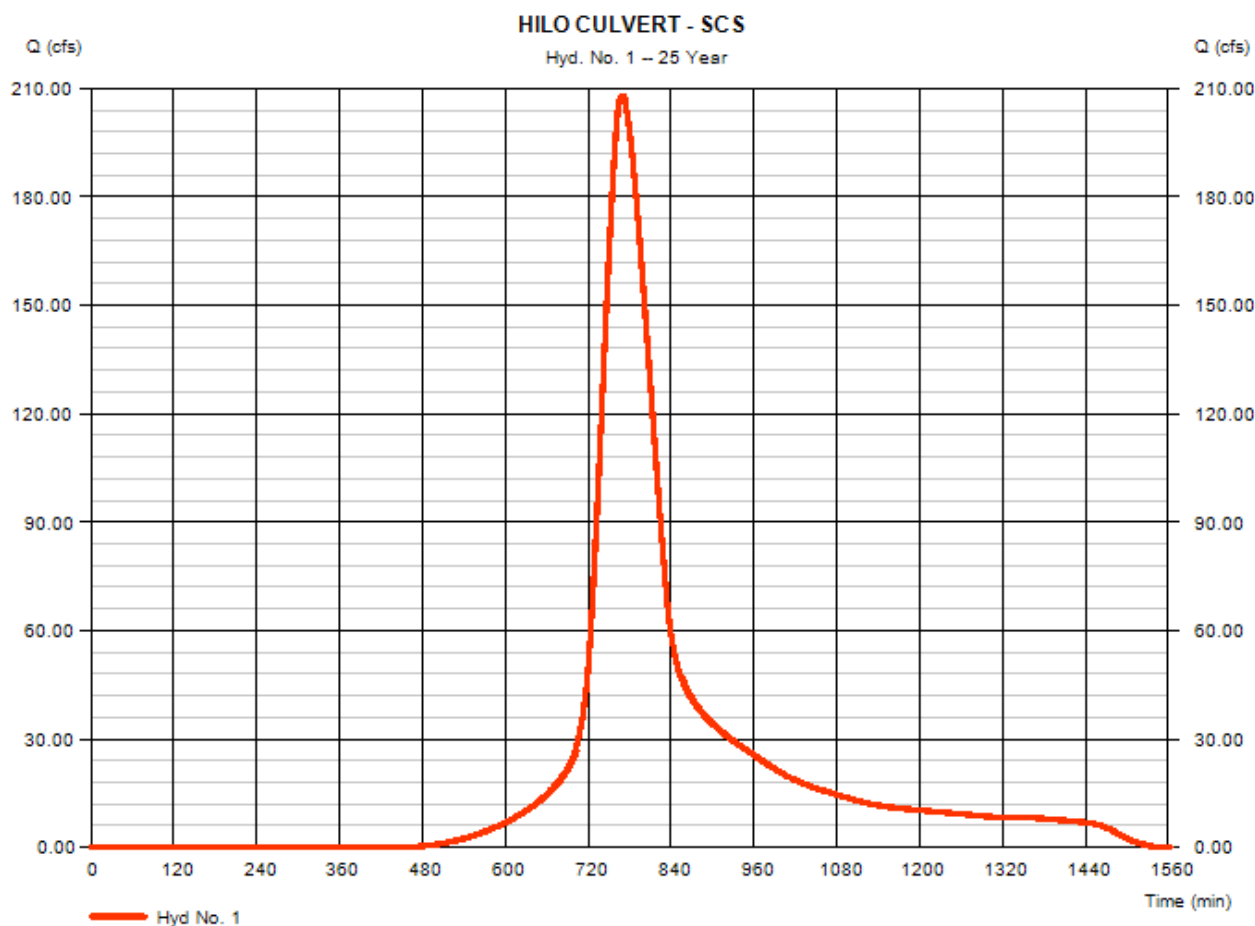
Monday, 02 / 1 / 2021

Hyd. No. 1

HILO CULVERT - SCS

| | | | |
|-----------------|--------------|--------------------|------------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 207.90 cfs |
| Storm frequency | = 25 yrs | Time to peak | = 768 min |
| Time interval | = 1 min | Hyd. volume | = 1,774,189 cuft |
| Drainage area | = 75.000 ac | Curve number | = 67* |
| Basin Slope | = 1.5 % | Hydraulic length | = 4140 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 73.50 min |
| Total precip. | = 10.80 in | Distribution | = Type III |
| Storm duration | = 24 hrs | Shape factor | = 484 |

* Composite (Area/CN) = [(59,000 x 70) + (10,000 x 58) + (6,000 x 55)] / 75,000



Hydrograph Report

Hydroflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

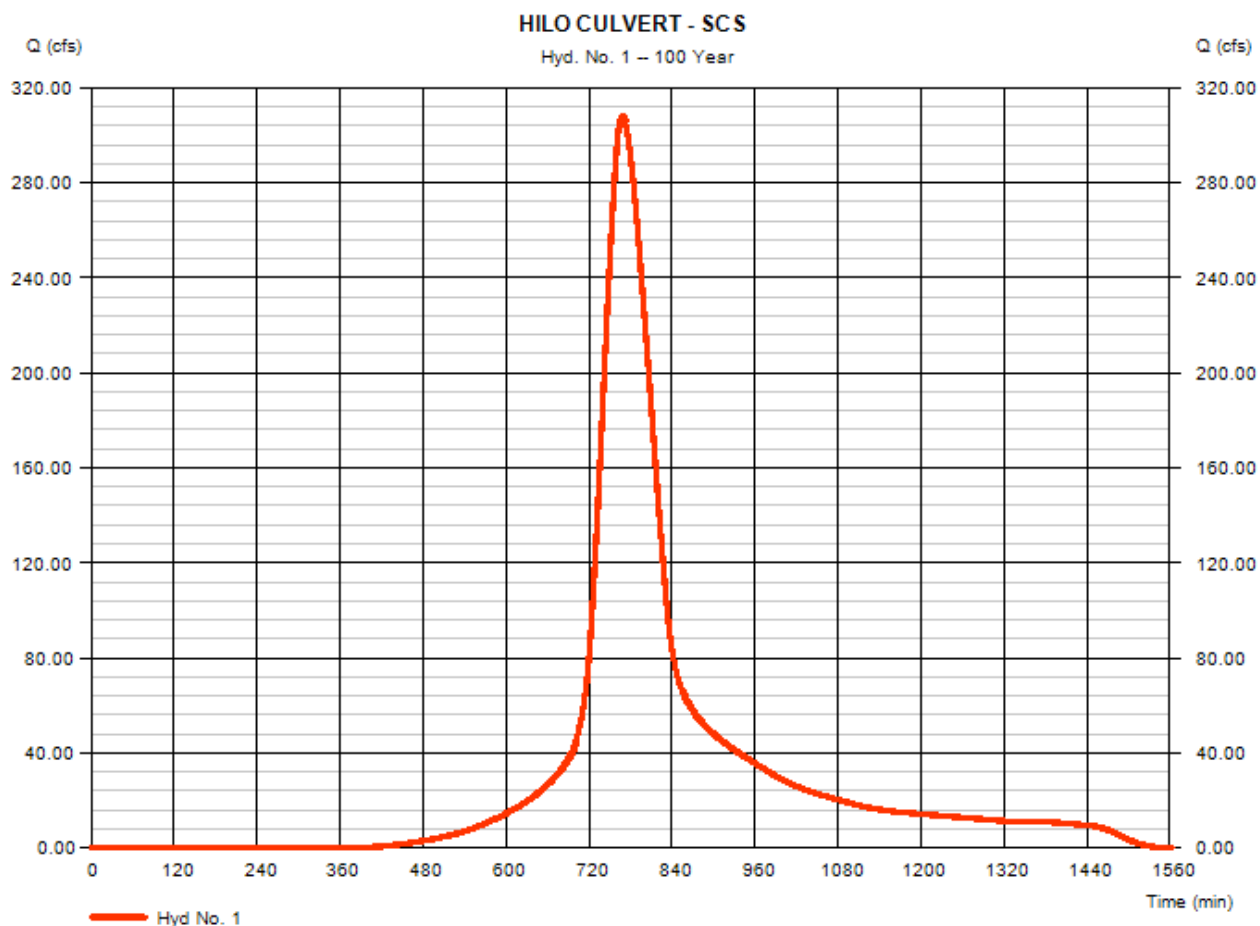
Monday, 02 / 1 / 2021

Hyd. No. 1

HILO CULVERT - SCS

| | | | |
|-----------------|--------------|--------------------|------------------|
| Hydrograph type | = SCS Runoff | Peak discharge | = 307.94 cfs |
| Storm frequency | = 100 yrs | Time to peak | = 768 min |
| Time interval | = 1 min | Hyd. volume | = 2,638,629 cuft |
| Drainage area | = 75.000 ac | Curve number | = 67* |
| Basin Slope | = 1.5 % | Hydraulic length | = 4140 ft |
| Tc method | = TR55 | Time of conc. (Tc) | = 73.50 min |
| Total precip. | = 14.30 in | Distribution | = Type III |
| Storm duration | = 24 hrs | Shape factor | = 484 |

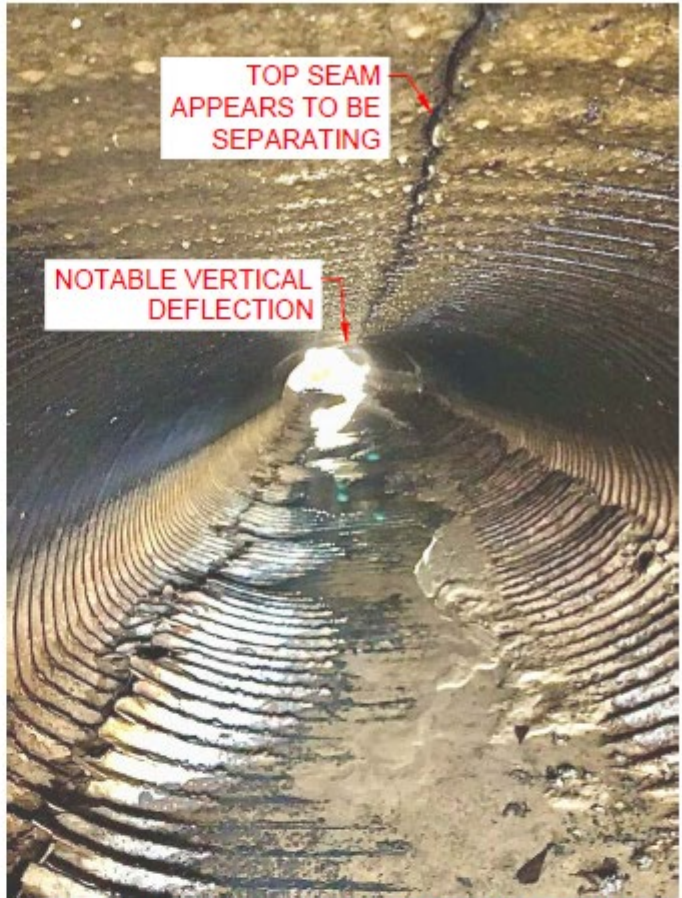
* Composite (Area/CN) = [(59,000 x 70) + (10,000 x 58) + (6,000 x 55)] / 75,000



Appendix Three– Project Photos



LOOKING UPSTREAM ON DOWNSTREAM CULVERT



LOOKING UPSTREAM ON DOWNSTREAM CULVERT



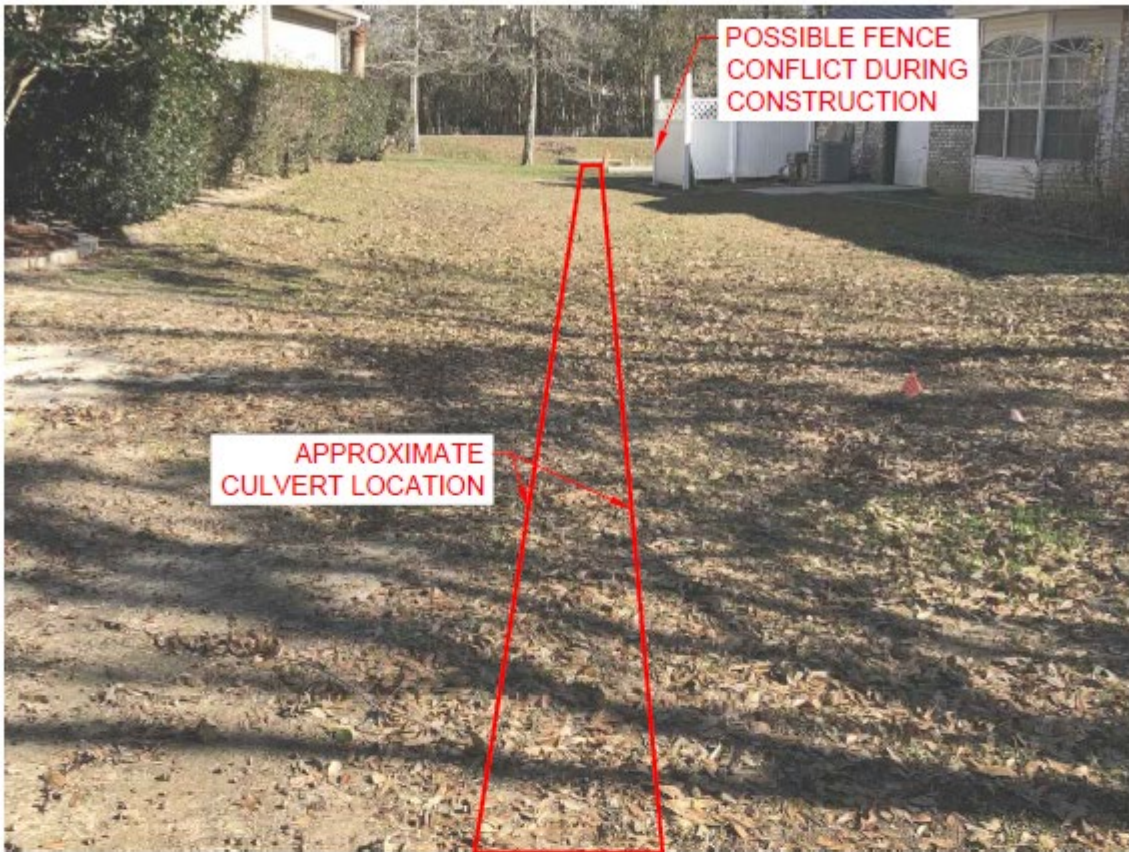
INTERIOR OF JUNCTION KING DOWNSTREAM



LOOKING UPSTREAM ON UPSTREAM CULVERT



LOOKING DOWNSTREAM ON DOWNSTREAM CULVERT



LOOKING DOWNSTREAM ON UPSTREAM CULVERT (GRADE LEVEL)



AT-GRADE HOLE

Appendix Four – Cost Estimates

| HILO STREET CULVERT - REMOVE AND REPLACE | | | | | |
|--|---|-------|------|-------------|---------------------|
| Item No. | Item Description | Qty | Unit | Unit Price | Total Cost |
| 1 | Mobilization | 1.0 | LS | \$10,000.00 | \$10,000.00 |
| 2 | Erosion Control Blanket | 240.0 | SY | \$6.00 | \$1,440.00 |
| 3 | Removal of Exist CMP | 275.0 | LF | \$35.00 | \$9,625.00 |
| 4 | Unclassified Excavation (FM) | 140.0 | CY | \$12.00 | \$1,680.00 |
| 5 | Borrow Excavation (FM) | 250.0 | CY | \$18.00 | \$4,500.00 |
| 6 | Excess Excavation (FM) | 250.0 | CY | \$12.00 | \$3,000.00 |
| 7 | Bedding Material (FM) | 130.0 | CY | \$25.00 | \$3,250.00 |
| 8 | Riprap | 30.0 | SY | \$50.00 | \$1,500.00 |
| 9 | Grassing | 240.0 | SY | \$1.20 | \$288.00 |
| 10 | Asphalt Road Repair | 30.0 | SY | \$100.00 | \$3,000.00 |
| 11 | Pavement Striping | 20.0 | LF | \$20.00 | \$400.00 |
| 12 | Reinforced Concrete Arch Pipe 40" x 65" | 275.0 | LF | \$200.00 | \$55,000.00 |
| 13 | Concrete Junction Box | 1.0 | EA | \$5,000.00 | \$5,000.00 |
| 14 | Concrete Arch Pipe Headwall 40" x 65" | 1.0 | EA | \$5,000.00 | \$5,000.00 |
| Subtotal | | | | | \$103,683.00 |
| Construction Contingency | | | | | \$10,368.30 |
| CONSTRUCTION TOTAL | | | | | \$114,051.30 |
| Engineering Design (per MDA Charts @ 11.2%) | | | | | \$12,773.75 |
| Construction Inspection (per MDA Charts at 6.5%) | | | | | \$7,413.33 |
| PROJECT TOTAL | | | | | \$134,238.38 |

| HILO STREET CULVERT - CURED IN PLACE PIPE (CIPP) | | | | | |
|--|-----------------------|-----|------|--------------|---------------------|
| Item No. | Item Description | Qty | Unit | Unit Price | Total Cost |
| 1 | CIPP plus incidentals | 1.0 | EA | \$150,000.00 | \$150,000.00 |
| Subtotal | | | | | \$150,000.00 |
| Construction Contingency | | | | | \$15,000.00 |
| CONSTRUCTION TOTAL | | | | | \$165,000.00 |
| Engineering Design (per MDA Charts @ 11.2%) | | | | | \$18,480.00 |
| Construction Inspection (per MDA Charts at 6.5%) | | | | | \$10,725.00 |
| PROJECT TOTAL | | | | | \$194,205.00 |

| HILO STREET CHANNEL – CLEARING AND SHAPING | | | | | |
|--|--|-------|------|------------|-------------------|
| Item No. | Item Description | Qty | Unit | Unit Price | Total Cost |
| 1 | Channel Clearing/Shaping (incl Mobilization) | 175.0 | LF | \$27.50 | \$4,812.50 |
| Subtotal | | | | | \$4,812.50 |
| Construction Contingency | | | | | \$481.25 |
| CONSTRUCTION TOTAL | | | | | \$5,293.75 |
| Engineering Design (per MDA Charts @ 11.2%) | | | | | \$592.90 |
| Construction Inspection (per MDA Charts at 6.5%) | | | | | \$344.09 |
| PROJECT TOTAL | | | | | \$6,230.74 |

| GOLF COURSE POND - MAINTENANCE DREDGING (assuming 2' uniform sediment depth) | | | | | |
|--|----------------------|-------|------|-------------|--------------------|
| Item No. | Item Description | Qty | Unit | Unit Price | Total Cost |
| 1 | Maintenance Dredging | 675.0 | CY | \$20.00 | \$13,500.00 |
| 2 | Site Restoration | 0.25 | AC | \$10,000.00 | \$2,500.00 |
| Subtotal | | | | | \$16,000.00 |
| Construction Contingency | | | | | \$1,600.00 |
| CONSTRUCTION TOTAL | | | | | \$17,600.00 |
| Engineering Design (per MDA Charts @ 11.2%) | | | | | \$1,971.20 |
| Construction Inspection (per MDA Charts at 6.5%) | | | | | \$1,144.00 |
| PROJECT TOTAL | | | | | \$20,715.20 |

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4576-DR-MS

Entity's Name: City of Diamondhead

Governing Body Type: City Council

Applicant Agent Information

Name: Michael J. Reso

Official Title: City Manager

Address: 5000 Diamondhead Circle

City/State/Zip: Diamondhead, MS 39525-3260

Work Phone: 228-222-4626

Cell Phone: 228-216-2858

Email Address: mreso@diamondhead.ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Jeannie Klein

Title: City Clerk

Date: March 3, 2021

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA-4576 -DR-MS

APPLICANT FIPS #: 280456

APPLICANT NAME: City of Diamondhead

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

The designated representative of the Applicant certifies that:

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

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

Certifying Official (Cannot be the Applicant Agent):

Jeannie Klein

NAME (Print)

SIGNATURE

DATE

Applicant Agent:

Michael J. Reso

NAME (Print)

SIGNATURE

DATE

MEMA Only

Governor’s Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE



February 23, 2021

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

Dear Councilmembers:

Re: City Hall Parking Lot Improvement Project

We have been working with Machado-Patano on planning and design for the City Hall parking lot improvements. Attached is a rendering of the proposed project. We are ready to move forward with the bidding phase and your permission is hereby requested to advertise for bids for the project. We would expect to be in a position to issue the notice the proceed to the contractor on or about May 10th.

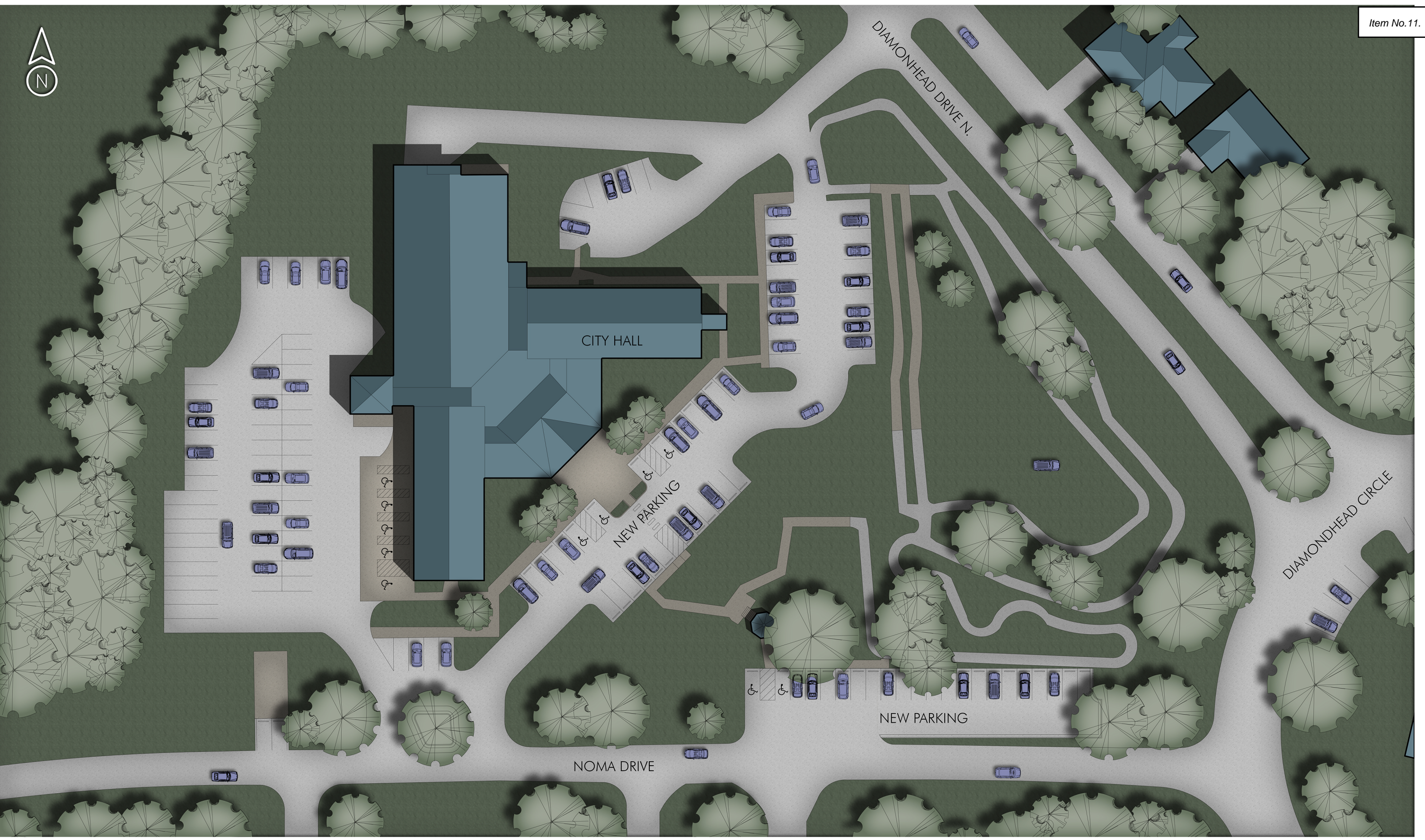
Thank you in advance for your consideration and approval in this matter.

Sincerely,

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

Michael Reso
City Manager

MR:jk

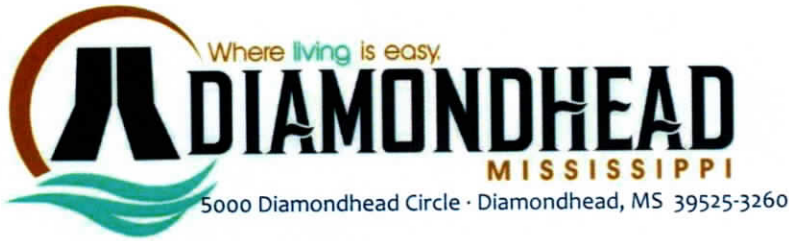


CITY HALL PARKING UPGRADES

The renderings shown represent an artist's conception and may vary in detail, color, scope, and design in the final Construction Documents. Architect/Engineer reserves the right to modify the design as required and shall not be held liable to provide any content shown herein.

2021-054

Item No. 13.



Phone: 228.222.4626 Fax: 228.222.4390

February 24, 2021

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

Dear Councilmembers:

Re: Payments to Pickering Firm for professional services

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

| | |
|-------------|--|
| \$ 386.25 | Strategic Initiatives/Project Agreement |
| \$15,637.50 | Bank Stabilization Diamondhead Dr. East at Alkii Way |
| \$ 9,120.00 | Lily Pond Dredging |
| \$5,285.00 | Diamondhead Dr. East Retention Pond Dredging |

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

Sincerely,


 Michael Reso
 City Manager

MR:jk

2021-054

Item No. 13.



INVOICE

Pickering Firm, Inc.

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

2001 Airport Road, Suite 201, Flowood, MS 39232
PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamonhead
5000 Diamondhead Circle
Diamondhead, MS 39525

February 9, 2021
Project No: 25742.00
Invoice No: 0088646

City of Diamondhead
Strategic Initiatives & Project Agreement

Purchase Order # 2020-0489

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

Professional Personnel

| | Hours | Rate | Amount | |
|--------------------|-------|--------|--------|---------------|
| ENGINEER | | | | |
| Phelan, Andy | 1.25 | 105.00 | 131.25 | |
| SENIOR DESIGNER | | | | |
| Ballweber, Jeff | 3.00 | 85.00 | 255.00 | |
| Totals | 4.25 | | 386.25 | |
| Total Labor | | | | 386.25 |

| Billing Limits | Current | Prior | To-Date | |
|-----------------------|----------------|--------------|----------------|---|
| Total Billings | 386.25 | 577.50 | 963.75 | |
| Limit | | | 35,000.00 | |
| Remaining | | | 34,036.25 | |
| | | | | Total this Invoice \$386.25 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|---------------|
| 0088430 | 1/11/2021 | 577.50 |
| Total | | 577.50 |

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Project 25742.00

Diamondhead - Strategic Initiatives

Invoice 00

Billing Backup

Tuesday, February 9, 2021

Pickering

Invoice 0088646 Dated 2/9/2021

10:58:29 AM

Professional Personnel

| | | | Hours | Rate | Amount |
|--------------------|-----------------|-----------|-------|--------|---------------|
| ENGINEER | | | | | |
| 01551 | Phelan, Andy | 1/25/2021 | 1.25 | 105.00 | 131.25 |
| SENIOR DESIGNER | | | | | |
| 02003 | Ballweber, Jeff | 1/25/2021 | 1.00 | 85.00 | 85.00 |
| 02003 | Ballweber, Jeff | 1/28/2021 | 2.00 | 85.00 | 170.00 |
| Totals | | | 4.25 | | 386.25 |
| Total Labor | | | | | 386.25 |

Total the Project \$386.25

Total this Report \$386.25

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

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

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201, Flowood, MS 39232
 PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamonhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

February 9, 2021
 Project No: 25748.00
 Invoice No: 0088647

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

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

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

| | | | | |
|------------------|-----|--------------------------|------------------------|-------------------|
| | 002 | Environmental Permitting | | |
| Fee | | | | |
| Total Fee | | 5,000.00 | | |
| Percent Complete | | 75.00 | Total Earned | 3,750.00 |
| | | | Previous Fee Billing | 0.00 |
| | | | Current Fee Billing | 3,750.00 |
| | | | Total Fee | 3,750.00 |
| | | | Total this Task | \$3,750.00 |

| | | | | |
|------------------|-----|--------------------|------------------------|--------------------|
| | 003 | Engineering Design | | |
| Fee | | | | |
| Total Fee | | 13,850.00 | | |
| Percent Complete | | 75.00 | Total Earned | 10,387.50 |
| | | | Previous Fee Billing | 0.00 |
| | | | Current Fee Billing | 10,387.50 |
| | | | Total Fee | 10,387.50 |
| | | | Total this Task | \$10,387.50 |

| | | | | |
|------------|-----|--------------------|--|--|
| | 004 | Bid Phase Services | | |
| Fee | | | | |
| Total Fee | | 4,000.00 | | |

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
 6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

| | | | | |
|------------------|----------|---------------------------|---------------------------|--------------------|
| Project | 25748.00 | Diamondhead EWP Alkii Way | Invoice | 00 |
| Percent Complete | 0.00 | Total Earned | 0.00 | |
| | | Previous Fee Billing | 0.00 | |
| | | Current Fee Billing | 0.00 | |
| | | Total Fee | | 0.00 |
| | | Total this Task | | 0.00 |
| ----- | | | | |
| 005 | CEI | | Total this Task | 0.00 |
| | | | Total this Invoice | \$15,637.50 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|---------------|
| 0088428 | 1/11/2021 | 245.00 |
| Total | | 245.00 |

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

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

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201, Flowood, MS 39232
 PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamonhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

February 9, 2021
 Project No: 26023.00
 Invoice No: 0088652

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

Client Contact: Michael Reso

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

| | | | |
|------------------|----------|------------------------|-------------------|
| 001 | Survey | | |
| Fee | | | |
| Total Fee | 7,500.00 | | |
| Percent Complete | 100.00 | Total Earned | 7,500.00 |
| | | Previous Fee Billing | 0.00 |
| | | Current Fee Billing | 7,500.00 |
| | | Total Fee | 7,500.00 |
| | | Total this Task | \$7,500.00 |

| | | | |
|-------------------------------|--------------------------|------------------------|-------------------|
| 002 | Environmental Assessment | | |
| Professional Personnel | | | |
| | Hours | Rate | Amount |
| SENIOR PROJECT MANAGER | | | |
| Craig, Curt | 4.00 | 105.00 | 420.00 |
| PROJECT ENGINEER | | | |
| Wilson, Andrew | 5.00 | 75.00 | 375.00 |
| SCIENTIST | | | |
| Hope, Marcus | 10.00 | 75.00 | 750.00 |
| Totals | 19.00 | | 1,545.00 |
| Total Labor | | | 1,545.00 |
| Billing Limits | Current | Prior | To-Date |
| Total Billings | 1,545.00 | 0.00 | 1,545.00 |
| Limit | | | 5,800.00 |
| Remaining | | | 4,255.00 |
| | | Total this Task | \$1,545.00 |

003 Engineering Design

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
 6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Professional Personnel

| | Hours | Rate | Amount | |
|-----------------------|----------------|---------------------------|----------------|-------------------|
| PROJECT ENGINEER | | | | |
| Phelan, Andy | 1.00 | 75.00 | 75.00 | |
| Totals | 1.00 | | 75.00 | |
| Total Labor | | | | 75.00 |
| Billing Limits | Current | Prior | To-Date | |
| Total Billings | 75.00 | 0.00 | 75.00 | |
| Limit | | | 5,500.00 | |
| Remaining | | | 5,425.00 | |
| | | Total this Task | | \$75.00 |
| | | Total this Invoice | | \$9,120.00 |

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

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201, Flowood, MS 39232
 PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamonhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

February 9, 2021
 Project No: 26024.00
 Invoice No: 0088653

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

Client Contact: Michael Reso

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

| | | | |
|------------------|----------|----------------------|------------------------|
| 001 | Survey | | |
| Fee | | | |
| Total Fee | 3,500.00 | | |
| Percent Complete | 100.00 | Total Earned | 3,500.00 |
| | | Previous Fee Billing | 0.00 |
| | | Current Fee Billing | 3,500.00 |
| | | Total Fee | 3,500.00 |
| | | | Total this Task |
| | | | \$3,500.00 |

| | | | |
|-------------------------------|--------------------------|----------------|------------------------|
| 002 | Environmental Assessment | | |
| Professional Personnel | | | |
| | | Hours | Rate |
| | | | Amount |
| SENIOR PROJECT MANAGER | | | |
| Craig, Curt | 2.00 | 105.00 | 210.00 |
| PROJECT ENGINEER | | | |
| Wilson, Andrew | 5.00 | 75.00 | 375.00 |
| SCIENTIST | | | |
| Hope, Marcus | 9.00 | 75.00 | 675.00 |
| Totals | 16.00 | | 1,260.00 |
| Total Labor | | | 1,260.00 |
| Billing Limits | | Current | Prior |
| Total Billings | | 1,260.00 | 0.00 |
| Limit | | | 1,260.00 |
| Remaining | | | 5,800.00 |
| | | | 4,540.00 |
| | | | Total this Task |
| | | | \$1,260.00 |

003 Engineering Design

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
 6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

Professional Personnel

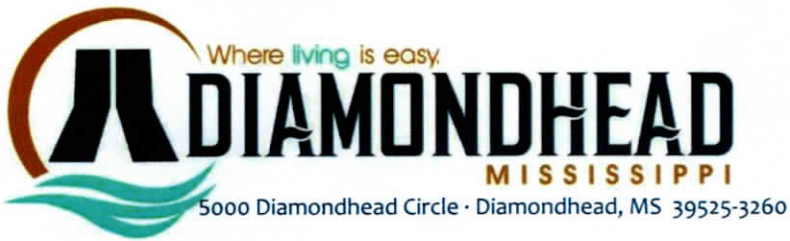
| | Hours | Rate | Amount | |
|------------------------|----------------|---------------------------|----------------|-------------------|
| PROJECT ENGINEER | | | | |
| Phelan, Andy | 3.00 | 75.00 | 225.00 | |
| ENGINEERING TECHNICIAN | | | | |
| Keith, Austin | 6.00 | 50.00 | 300.00 | |
| Totals | 9.00 | | 525.00 | |
| Total Labor | | | | 525.00 |
| Billing Limits | Current | Prior | To-Date | |
| Total Billings | 525.00 | 0.00 | 525.00 | |
| Limit | | | 5,500.00 | |
| Remaining | | | 4,975.00 | |
| | | Total this Task | | \$525.00 |
| | | Total this Invoice | | \$5,285.00 |

** PLEASE NOTE OUR NEW ADDRESS EFFECTIVE 6-27-2020:
 6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT

2021-055

Item No. 14.



Phone: 228.222.4626 Fax: 228.222.4390

February 24, 2021

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

Dear Councilmembers:

Re: Payments to Tetra Tech – Hurricane Zeta Debris Removal Monitoring

Attached for your review and consideration is Invoice No. 51702853 from Tetra Teach in the amount of \$108,342.38 for professional services.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Reso', is written over the printed name of Michael Reso.

Michael Reso
City Manager

MR:jk



February 19, 2021

City of Diamondhead, Mississippi
Attn: Jeannie Klein, City Clerk
5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Subject: 105S017505 Diamondhead MS DMS 2020 Zeta

Enclosed is Tetra Tech Invoice No. 51702853 for services provided through January 22, 2021. If you should have any questions regarding this invoice please do not hesitate to email karen.hayne@tetrattech.com or call me at (407) 968-1650.

Sincerely,

Tetra Tech, Inc.

A handwritten signature in blue ink that reads 'Karen Hayne'.

Karen Hayne
Senior Billing Specialist

Enclosed: Invoice

Tetrattech-EMI

2301 Lucien Way, Suite 120 Maitland, FL 32751

T 321.441.8500 Fax 321.441.8501 Website tetrattech.com



Tetra Tech Inc.
 2301 Lucien Way
 Suite 120
 Maitland, FL 32751
 (321)-441-8500

Bill To: City of Diamondhead, Mississippi
ATTN: Jeannie Klein, City Clerk
 5000 Diamondhead Circle
 Diamondhead, MS 39525-3260

INVOICE NUMBER: 51702853
INVOICE DATE: 2/19/2021
FEDERAL TAX ID#: 95-4148514
BILLING PERIOD: 1/22/2021

PROFESSIONAL SERVICES: 105S017505 Diamondhead MS DMS 2020 Zeta

| LABOR | | | |
|--|----------------|-------------|-------------------|
| Billing Title | Hours | Rate | Amount |
| Debris Management Consultant | 61.00 | \$ 75.00 | \$ 4,575.00 |
| Project Manager | 190.25 | \$ 75.00 | \$ 14,268.75 |
| Debris Monitor Supervisor | 490.50 | \$ 48.00 | \$ 23,544.00 |
| Debris Monitors | 2235.75 | \$ 29.50 | \$ 65,954.63 |
| Grand Total | 2977.50 | \$ | 108,342.38 |
| TOTAL AMOUNT DUE THIS INVOICE: \$ | | | 108,342.38 |

REMIT PAYMENT TO:

Wells Fargo Bank
 ROUTING TRANSIT #121000248
 TETRA TECH ACCOUNT #41331-60325

OR

Tetra Tech Inc.
 PO Box 911642
 Denver, CO 80291-1642

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.



INVOICE NUMBER: 51702853
 INVOICE DATE: 2/19/2021
 FEDERAL TAX ID#: 95-4148514
 BILLING PERIOD: 1/22/2021

PROFESSIONAL SERVICES: 1055017505 Diamondhead MS DMS 2020 Zeta

| Billing Title | Emp Name | Hours | Rate | Amount |
|---|---|---------------|----------|---------------------|
| Debris Management Consultant | BENVENUTTI, BEN | 30.00 | \$ 75.00 | \$ 2,250.00 |
| | Carlyle, Simon D (Simon) | 2.50 | \$ 75.00 | \$ 187.50 |
| | Mooneyham, Matthew R (Matthew) | 19.00 | \$ 75.00 | \$ 1,425.00 |
| | Taylor, Katie R (Katie) | 9.50 | \$ 75.00 | \$ 712.50 |
| Debris Management Consultant Total | | 61.00 | | \$ 4,575.00 |
| Project Manager | DeRouen, Cara C (Cara) | 190.25 | \$ 75.00 | \$ 14,268.75 |
| Project Manager Total | | 190.25 | | \$ 14,268.75 |
| Debris Monitor Supervisor | Bates, Kricinda (Cindy) | 12.50 | \$ 48.00 | \$ 600.00 |
| | Bosques, Ricardo A. (Ricardo) | 0.50 | \$ 48.00 | \$ 24.00 |
| | BROWN, AARON | 190.00 | \$ 48.00 | \$ 9,120.00 |
| | Burgiel, Jonathan Jay II (Jay) | 5.00 | \$ 48.00 | \$ 240.00 |
| | Carline, Ryan Hunter (Ryan) | 130.75 | \$ 48.00 | \$ 6,276.00 |
| | John, McKenzie (McKenzie) | 10.50 | \$ 48.00 | \$ 504.00 |
| | Langston, Aaron M (Aaron) | 6.00 | \$ 48.00 | \$ 288.00 |
| | Latinska, Teodora (Teodora) | 8.00 | \$ 48.00 | \$ 384.00 |
| | Linn, Jeffrey (Jeff) | 23.00 | \$ 48.00 | \$ 1,104.00 |
| | Reinhart, Geoffrey (Geoff) | 3.00 | \$ 48.00 | \$ 144.00 |
| | Schaefer, Jonathan Frederick (Jonathan) | 1.00 | \$ 48.00 | \$ 48.00 |
| | Trahan, Jacque Q. Trahan (Jacque) | 100.25 | \$ 48.00 | \$ 4,812.00 |
| Debris Monitor Supervisor Total | | 490.50 | | \$ 23,544.00 |
| Debris Monitors | ALEXANDER, JEFFERY | 142.00 | \$ 29.50 | \$ 4,189.00 |
| | ANDERSON, ZACORI | 77.00 | \$ 29.50 | \$ 2,271.50 |
| | BARKUM, RYAN | 9.25 | \$ 29.50 | \$ 272.88 |
| | BRECHTEL, MIKE | 133.25 | \$ 29.50 | \$ 3,930.88 |
| | BROWN, ANTONIO | 151.25 | \$ 29.50 | \$ 4,461.88 |
| | CARTER, JUSTIN | 55.00 | \$ 29.50 | \$ 1,622.50 |
| | Carter, Justin (Justin) | 90.25 | \$ 29.50 | \$ 2,662.38 |
| | COLEMAN JR., DEMTRIOUS | 24.75 | \$ 29.50 | \$ 730.13 |
| | Conant, Bruce Randall (Bruce) | 140.75 | \$ 29.50 | \$ 4,152.13 |
| | Crawford, Erin (Erin) | 3.25 | \$ 29.50 | \$ 95.88 |
| | DAVIS, AUDREY | 57.25 | \$ 29.50 | \$ 1,688.88 |
| | Davis, Crystal J (Crystal) | 1.75 | \$ 29.50 | \$ 51.63 |
| | Davis, Joshua (Josh) | 141.00 | \$ 29.50 | \$ 4,159.50 |
| | De Angelis, Hannah (Hannah) | 0.50 | \$ 29.50 | \$ 14.75 |
| | HARE, TEDRA | 51.25 | \$ 29.50 | \$ 1,511.88 |
| | Hare, Tedra (Tedra) | 92.75 | \$ 29.50 | \$ 2,736.13 |
| | Harper, Shawn Thomas (Shawn) | 1.00 | \$ 29.50 | \$ 29.50 |
| | HARRISON, CARLY | 41.75 | \$ 29.50 | \$ 1,231.63 |
| | Jenkins, Shelia Denise (Shelia) | 193.75 | \$ 29.50 | \$ 5,715.63 |



INVOICE NUMBER: 51702853
INVOICE DATE: 2/19/2021
FEDERAL TAX ID#: 95-4148514
BILLING PERIOD: 1/22/2021

PROFESSIONAL SERVICES: 1055017505 Diamondhead MS DMS 2020 Zeta

| Billing Title | Emp Name | Hours | Rate | Amount |
|------------------------------|--------------------------------|----------------|-----------|-------------------|
| | KEYS, KATARINA | 39.00 | \$ 29.50 | \$ 1,150.50 |
| | LANG, LAQUIS | 145.00 | \$ 29.50 | \$ 4,277.50 |
| | LOTT, LINDSEY | 44.75 | \$ 29.50 | \$ 1,320.13 |
| | MCHUGH, WILLIAM | 58.00 | \$ 29.50 | \$ 1,711.00 |
| | MOODY, SHAVON | 8.50 | \$ 29.50 | \$ 250.75 |
| | NECAISE, JACOB | 15.50 | \$ 29.50 | \$ 457.25 |
| | NIX, DANIEL | 51.75 | \$ 29.50 | \$ 1,526.63 |
| | Olson, Austin (Austin) | 2.50 | \$ 29.50 | \$ 73.75 |
| | OWENS, HALEY | 58.50 | \$ 29.50 | \$ 1,725.75 |
| | PERKINS, RILEY | 84.50 | \$ 29.50 | \$ 2,492.75 |
| | PIERCE, JENNIFER | 35.75 | \$ 29.50 | \$ 1,054.63 |
| | RUTLEDGE, JOSEPH | 10.50 | \$ 29.50 | \$ 309.75 |
| | Saucier, Ambreana L (Ambreana) | 81.25 | \$ 29.50 | \$ 2,396.88 |
| | Sosa-Hernandez, Maykel (Mike) | 1.00 | \$ 29.50 | \$ 29.50 |
| | STEVENSON, JIOVHAN | 3.00 | \$ 29.50 | \$ 88.50 |
| | Teasley, Amy Victoria (Amy) | 4.50 | \$ 29.50 | \$ 132.75 |
| | TODD, JESSICA | 42.75 | \$ 29.50 | \$ 1,261.13 |
| | Todd, Jessica Easley (Jessica) | 78.00 | \$ 29.50 | \$ 2,301.00 |
| | WALKER, CHARLYN | 17.25 | \$ 29.50 | \$ 508.88 |
| | Walls, Tyler Michael (Tyler) | 6.00 | \$ 29.50 | \$ 177.00 |
| | YORK, DEONDRAE | 38.75 | \$ 29.50 | \$ 1,143.13 |
| | ZATOPAK, JESSICA | 1.25 | \$ 29.50 | \$ 36.88 |
| Debris Monitors Total | | 2235.75 | \$ | 65,954.63 |
| Grand Total | | 2977.50 | \$ | 108,342.38 |

A PROPOSAL FOR
PLANNING & DESIGN
SERVICES

CITY OF
DIAMONDHEAD,
MISSISSIPPI



ORION
PLANNING + DESIGN

Boulder, CO
Hernando, MS
Huntsville, AL
Missoula, MT
St. Simons Island, GA
Sheridan, WY

FEB 11, 2021

SUBMITTED BY:

 Ron Slade
Partner

 Orion Planning + Design
www.orionplanningdesign.com

 509 Magnolia Street
St. Simons Island, GA, 31522

 912-580-7719

 Ron@OrionPlanningDesign.com

MR. MIKE RESO

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



February 8, 2021

RE: Proposal for Project I, Phases A and B of the Envision Diamondhead 2040 Implementation Projects

Dear Mike,

Thank you for the opportunity to provide design services for the City of Diamondhead. We remain grateful for the opportunity to continue to work for you and to assist with creating and implementing the design vision as outlined in the Envision Diamondhead 2040 Comprehensive Plan. Per your request, we have broken down the proposal for project I into 2 phases; phase A and phase B. Phase A will encompass the design efforts associated with the project while Phase B will provide the construction related services. The scope and fees for each task and phase are provided below.

PROJECT I - GATEWAY TO DIAMONDHEAD - PHASES A & B

Services and fee structure have been determined with the following assumptions:

- › Individual project site surveys and base information will be provided by the client in an Autocad .DWG file unless otherwise agreed upon between Orion and the city.
- › Design services are provided at \$165/hr unless otherwise specified.
- › This is an estimate only and is subject to increase or decrease based upon actual efforts and a change in the scope of services as determined by the client.
- › Multiple conceptual design ideas will be provided for preference but these fees do not include iterations beyond the original concepts presented or substantial changes in direction once started.
- › Signage and wayfinding design and implementation will occur upon commencement of project I6 on the EDH 2040 project map and contractually under a future agreement.

The individual project phases, scope and fees have been separately itemized in the pages that follow. You may execute the projects individually or collectively by signing in the space provided. We welcome any questions that you may have regarding these so please don't hesitate to contact us.

Sincerely,

Best regards,

Ron Slade, ASLA
Partner

ORION PLANNING + DESIGN

Boulder, CO
Hernando, MS

Huntsville, AL

Page 78

St. Simons Island, GA
Sheridan, WY

PROJECT I - PART A - GATEWAY TO DIAMONDHEAD

SCOPE OF SERVICES AND ESTIMATED FEE

| TASK | DESCRIPTION | FEE ESTIMATE |
|-------------------------------|---|-----------------|
| 1 | Conceptual Design <ul style="list-style-type: none"> › Programmatic, and creative visualization of an overall entry way corridor plan depicting design improvements per the boundary illustrated on the EDH 2040 project map. The northern boundary shall be revised to end at the community center. › Client-consultant brainstorming sessions › Exploration of fundamental relationships of space and layout › Create base mapping (site survey by others) | \$6,490 |
| 2 | Schematic Design <ul style="list-style-type: none"> › Review of opportunities and constraints, codes and ordinances › On-site field reconnaissance (1 day trip) › Create 3 different conceptual ideas, including plan and elevation sketches of interstate identity monument signage, roundabout monument signage, banner pole street light, color rendered and suitable for presentation › Create a conceptual landscape planting concept › Select final direction/design alternatives › Prepare initial rough cost estimate › Public presentations (1 day trip) | \$9,570 |
| 3 | Design Development <ul style="list-style-type: none"> › Incorporate client comments from schematic design phase to include more details and specifics and any value engineering revisions › Create design development CAD and 3-D modeling drawings of approved conceptual design option of monument signs, sidewalk and pavers, banner pole street light and landscape planting › Begin preliminary engineering › Select specific construction and finish materials for monument signs, sidewalk and paver hardscape, banner pole lighting and plant material › Update cost estimate for value engineering, quantity and material pricing calculations to work with local contractor(s) for construction pricing and obtain preliminary bids for construction › Review for compliance with municipal and regulatory permitting requirements | \$11,990 |
| PART A - PROJECT TOTAL | | \$28,050 |

Client Signature - Project I - Part A _____ Date _____

PROJECT I - PART B - GATEWAY TO DIAMONDHEAD

SCOPE OF SERVICES AND ESTIMATED FEE

| TASK | DESCRIPTION | FEE ESTIMATE |
|-------------------------------|--|------------------|
| 1 | <p>Construction Documentation - Working Drawings and Technical Specifications</p> <ul style="list-style-type: none"> › Create construction document drawings, details and final engineering for all monuments, sidewalk and paver hardscape, and pole banner light pole to include dimensional elevations, plan view and cross sections with material call outs, construction materials, hardware, up-lighting and written technical specifications as required to receive complete bids for construction › Create detailed landscape planting plan with installation details and specifications, genus, species, and cultivar listed, size and spacing of plant material › Create irrigation performance specifications › Obtain necessary municipal and regulatory approvals and permitting | \$24,090 |
| 2 | <p>Bidding and Negotiation</p> <ul style="list-style-type: none"> › Solicit bids for construction from qualified contractors and provide bid packages for contractors › Assist the client with responding to contractors questions and provide any additional drawings or information they may need to complete their bids › Review bids, provide comparative cost analysis as received from bidders › Assist the client with selection of a contractor and awarding the contract to the selected contractor <p>Note: This work will be billed hourly as needed not to exceed the fee</p> | \$2,975 |
| 3 | <p>Construction Observation</p> <ul style="list-style-type: none"> › Periodic and scheduled site visits to observe implementation progress and ensure the contractor is adhering to plans and meeting the design intent › Assist with the review of contractor's monthly invoices and confirm percentage of work completion › Answer contractor questions and address any issues requiring clarification › Address any required changes and/or change orders that may arise from unforeseen field conditions <p>Note: Assumes 4 (1-day) trips for progress inspections and will be billed hourly not to exceed the fee. Subsequent trips if needed, billed at a max. of 8 hours at the hourly rate plus expenses</p> | \$5,780 |
| PART A - PROJECT TOTAL | | \$ 32,845 |

Client Signature - Project I - Part B

Date

Schematic Design

Orion Planning+Design (OPD) shall prepare schematic design drawings to satisfy overall program and design intent. Schematic design will align with the public requirements and approvals process.

OPD shall prepare schematic design drawings defining the general concept of landscape architectural design and development and a budgetary estimate of probable construction cost for that scope of work based upon the schematic design.

Design Development

Upon Client’s authorization to commence design development, OPD shall prepare design development drawings and a preliminary estimate of probable construction cost for OPD’s portion of the work. The design development plans will define the character and essentials of the project, including selection of materials.

OPD shall assist Client in filing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but Client shall be solely responsible for securing all such approvals.

Construction Documentation

Upon Client’s approval of the design development plans and preliminary cost estimate, OPD will develop working drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. Client shall be responsible for Bidding Contract Requirements and General Requirements divisions of the specifications.

OPD shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

In developing working drawings and technical sections of specifications, OPD shall use its best efforts to coordinate its services with other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by Client at the end of the schematic design phase. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to Client.

Bidding or Negotiation Phase

If required by the Client, OPD shall assist Client in obtaining and evaluating bids or negotiating proposals, and assist in awarding and preparing contracts for construction. This service will be performed hourly as needed per the fees stated above.

Construction Observation

OPD shall be present for construction observation at intervals of substantial completion. Punch lists shall be provided to the client and contractor to ensure that the design intent is met to satisfaction. This service will be performed hourly as needed per the fees stated above.

Additional Services:

For any Additional Services as may be authorized by you, we are to be compensated either on an hourly basis or for a lump sum amount, as mutually agreed.

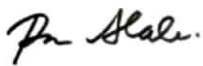
Reimbursable Expenses:

We are to be compensated for expenses incurred on behalf of the project in accordance with the Terms and Conditions identified below.

Payments to Orion Planning and Design shall be made no later than thirty (30) days after receipt of invoice. All expenses such as air fare, hotel, ground transportation, printing, outside consultant, postage, Federal Express and courier services will be billed at direct cost. Travel expenses are estimated to be approximately \$1,000 per trip per person. All other services not itemized above, including but limited to any design revisions beyond what has been approved, or any services you may request, will be billed at our standard hourly rates.

Thank you for allowing Orion Planning and Design provide these design and consulting services for you.

Best regards,



Ron Slade, ASLA
Partner

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

_____ Client Signature

_____ Date

Entrance Monument - Plan View
Scale: 1/8" = 1'-0"

Entrance Monument - West Elevation
Scale: 1/8" = 1'-0"

Entrance Monument - East Elevation
Scale: 1/8" = 1'-0"

Entrance Monument - South Elevation
Scale: 1/8" = 1'-0"

Entrance Monument - North Elevation
Scale: 1/8" = 1'-0"

Entrance Monument - Post Cap Detail
Not to Scale

Entrance Monument - Southwest Perspective
Not to Scale

Entrance Monument - End of Beam Detail
Not to Scale

| Entrance Monument Components Legend | |
|-------------------------------------|---------------|
| 1 | Stone Masonry |
| 2 | Stone Masonry |
| 3 | Stone Masonry |
| 4 | Stone Masonry |
| 5 | Stone Masonry |
| 6 | Stone Masonry |
| 7 | Stone Masonry |
| 8 | Stone Masonry |
| 9 | Stone Masonry |
| 10 | Stone Masonry |
| 11 | Stone Masonry |
| 12 | Stone Masonry |
| 13 | Stone Masonry |
| 14 | Stone Masonry |
| 15 | Stone Masonry |
| 16 | Stone Masonry |
| 17 | Stone Masonry |
| 18 | Stone Masonry |
| 19 | Stone Masonry |
| 20 | Stone Masonry |
| 21 | Stone Masonry |
| 22 | Stone Masonry |
| 23 | Stone Masonry |
| 24 | Stone Masonry |
| 25 | Stone Masonry |
| 26 | Stone Masonry |
| 27 | Stone Masonry |
| 28 | Stone Masonry |
| 29 | Stone Masonry |
| 30 | Stone Masonry |
| 31 | Stone Masonry |
| 32 | Stone Masonry |
| 33 | Stone Masonry |
| 34 | Stone Masonry |
| 35 | Stone Masonry |
| 36 | Stone Masonry |
| 37 | Stone Masonry |
| 38 | Stone Masonry |
| 39 | Stone Masonry |
| 40 | Stone Masonry |
| 41 | Stone Masonry |
| 42 | Stone Masonry |
| 43 | Stone Masonry |
| 44 | Stone Masonry |
| 45 | Stone Masonry |
| 46 | Stone Masonry |
| 47 | Stone Masonry |
| 48 | Stone Masonry |
| 49 | Stone Masonry |
| 50 | Stone Masonry |
| 51 | Stone Masonry |
| 52 | Stone Masonry |
| 53 | Stone Masonry |
| 54 | Stone Masonry |
| 55 | Stone Masonry |
| 56 | Stone Masonry |
| 57 | Stone Masonry |
| 58 | Stone Masonry |
| 59 | Stone Masonry |
| 60 | Stone Masonry |
| 61 | Stone Masonry |
| 62 | Stone Masonry |
| 63 | Stone Masonry |
| 64 | Stone Masonry |
| 65 | Stone Masonry |
| 66 | Stone Masonry |
| 67 | Stone Masonry |
| 68 | Stone Masonry |
| 69 | Stone Masonry |
| 70 | Stone Masonry |
| 71 | Stone Masonry |
| 72 | Stone Masonry |
| 73 | Stone Masonry |
| 74 | Stone Masonry |
| 75 | Stone Masonry |
| 76 | Stone Masonry |
| 77 | Stone Masonry |
| 78 | Stone Masonry |
| 79 | Stone Masonry |
| 80 | Stone Masonry |
| 81 | Stone Masonry |
| 82 | Stone Masonry |
| 83 | Stone Masonry |
| 84 | Stone Masonry |
| 85 | Stone Masonry |
| 86 | Stone Masonry |
| 87 | Stone Masonry |
| 88 | Stone Masonry |
| 89 | Stone Masonry |
| 90 | Stone Masonry |
| 91 | Stone Masonry |
| 92 | Stone Masonry |
| 93 | Stone Masonry |
| 94 | Stone Masonry |
| 95 | Stone Masonry |
| 96 | Stone Masonry |
| 97 | Stone Masonry |
| 98 | Stone Masonry |
| 99 | Stone Masonry |
| 100 | Stone Masonry |

Project Title: SHORT FORK PHASE I

Project Location:

County:

Landscaping Architect: OP&P ORION

Site Plan:

Scale:

Notes:

Entrance Monument - Short Fork Emblem
Not to Scale

Entrance Monument - Short Fork Emblem Recessed Cavity
Not to Scale

Section - Signage Plates and Recessed Cavities
Not to Scale

Entrance Monument - Recessed Cavity
Not to Scale

Backlit Signage Panel and Up-Lighting
Not to Scale

| BID TABLE | | | | | |
|-----------|-------------------|----------------|----------------------------|----------------|------------|
| # | Component | Size | Material / Color / Profile | Total Quantity | Bid Amount |
| 1 | Stone Masonry Cap | 12" x 12" x 2" | Stone Masonry Cap | 1 | |
| 2 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 3 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 4 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 5 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 6 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 7 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 8 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 9 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 10 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 11 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 12 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 13 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 14 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 15 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 16 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 17 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 18 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 19 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 20 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 21 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 22 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 23 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 24 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 25 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 26 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 27 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 28 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 29 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 30 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 31 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 32 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 33 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 34 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 35 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 36 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 37 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 38 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 39 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 40 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 41 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 42 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 43 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 44 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 45 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 46 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 47 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 48 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 49 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 50 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 51 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 52 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 53 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 54 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 55 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 56 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 57 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 58 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 59 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 60 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 61 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 62 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 63 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 64 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 65 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 66 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 67 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 68 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 69 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 70 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 71 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 72 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 73 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 74 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 75 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 76 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 77 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 78 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 79 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 80 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 81 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 82 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 83 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 84 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 85 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 86 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 87 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 88 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 89 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 90 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 91 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 92 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 93 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 94 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 95 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 96 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 97 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 98 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 99 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |
| 100 | Stone Masonry | 12" x 12" x 2" | Stone Masonry | 1 | |

NOTES FOR CONTRACTOR:

- Final stone choices to be made by owner or landscape architect.
- Contractor shall build a test mockup onsite for each type of stone and its application. Owner and/or landscape architect shall review and approve the mockups prior to beginning construction on the entrance monument.
- Prior to the corbel steel plates being cut, contractor shall construct to scale test mockup of a portion of the signage plate and corresponding recessed cavity using 1/4" plywood and a portion of the stone signage wall. The test cavity shall be painted black and stone installed around the recess as per the plans. The test signage panel (made of 1/4" plywood) shall have a

Project Title: SHORT FORK PHASE I

Project Location:

County:

Landscaping Architect: OP&P ORION

Site Plan:

Scale:

Notes:

Project Title: SHORT FORK PHASE I

Project Location:

County:

Landscaping Architect: OP&P ORION

Site Plan:

Scale:

Notes:

Project Title: SHORT FORK PHASE I

Project Location:

County:

Landscaping Architect: OP&P ORION

Site Plan:

Scale:

Notes:



ORION PLANNING + DESIGN

Boulder, CO
Hernando, MS

Huntsville, AL

St. Simons Island, GA
Sheridan, WY

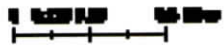


| Project Title | Project Types / Elements | | | | Multi-Modal Services | | | Site Oriented Design Services | | | | Other Services | | | Design Phases to be Included | | | Anticipated Timeline for Formal Proposal to be Submitted | Potential Project Start Date | Estimated Fee Range | Funding Available |
|--|---------------------------|-----------------------|-------------|------------------|----------------------|---------|------------|-------------------------------|-----------------------|-------------------|--------------------|-----------------------|--------------|---------------|------------------------------|-------------------------|--------------------------|--|------------------------------|---------------------|-------------------|
| | Neighborhood Architecture | Neighborhood Planning | Site Design | Community Design | Public Transit | Bicycle | Pedestrian | Landmark Design | Historic Preservation | Health & Wellness | Community Planning | Neighborhood Identity | Urban Design | Site Planning | Site Design | Construction Management | Construction Observation | | | | |
| 1 Gateway to Diamondhead | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | Immediate | 3/21 | In progress | |
| 2 Aloha Commercial District Urban Design (Right-of-way) | X | | | | X | X | X | X | X | X | X | X | | X | | | | Immediate | | In progress | |
| 3 Aloha Commercial District Code & Design Standards | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | Immediate | | In progress | |
| 4 Citywide Code Update | | | X | | X | X | X | X | X | X | X | X | X | X | X | X | X | Immediate | | In progress | |
| 5 Protected Multimodal Lanes / Update Parking Ordinances | | X | X | | X | X | X | | | | | | | X | X | X | X | Immediate | | In progress | |
| 6 Noma Drive Sidewalk | X | | | | | | | | | | | | | | | | | Hold for Town Center Project | | hourly | |
| 7 Waterfront Greenway Connector | X | | | | | | | | | | | | | | | | | Hold until | | hourly | |
| 8 Twin Lakes Greenway | X | | | X | | | X | X | X | X | X | X | X | X | X | X | X | Hold until | | 5-12K | |
| 9 Wetland & Nature Trail System | X | | X | | X | X | X | X | X | X | X | X | X | X | X | X | X | Hold until | | 5-12K | |
| 10 Golf Club Drive Sidewalk | X | | | | X | X | X | | | | | | | X | | | | Hold until | | 5-12K | |
| 11 Eastern Expansion Area Street Masterplan | X | | X | | | | | | | | | | | | | | | Hold until | | 5-10K | |
| 12 City Park Design | X | X | X | | | | | X | X | X | X | X | X | X | X | X | X | Hold until | | 30-75K | |
| 13 Town Center Roads (S1.5 rail) | X | | X | | X | X | X | X | X | X | X | X | X | X | X | X | X | Hold until Engineer Selected | | 10-20K | |
| 14 Recreation Trails/Park/Open Space Masterplan | X | | X | X | | | | X | X | X | X | X | X | X | X | X | X | Hold until | | 50-75K | |
| 15 Open | | | | | | | | | | | | | | | | | | | | | |
| 16 Citywide Wayfinding Masterplan | X | X | X | X | | | | X | X | X | X | X | X | X | X | X | X | Hold until | | 35-55K | |

Projects removed from Previous Matrix:
 1. Noma District Center (Item #11)
 2. Waterfront Amphitheater (Item #4)
 3. Noma District Masterplan (Item #11)

BRIEF SYNOPSIS OF PROJECT PHASES

- PHASE I: CONCEPT DESIGN**
 - Programmatic, problem-solving, and involves the creative visualization of an overall concept.
 - It is at the beginnings of the "big idea"
 - Client / Consultant brainstorming sessions
 - Fundamental relationships of space and layout are explored and creative strategies are tested
- PHASE II: SCHEMATIC DESIGN**
 - Preliminary drawing phase
 - Project opportunities and constraints are discussed with the client and team
 - Considerable onsite field reconnaissance performed
 - Research on regulatory issues (such as zoning and building codes) that could impact the project are identified and discussed
 - Functional and spatial relationships defined and revised (Form & Function)
 - Design options created for the client's consideration (usually 2-3 options varying in approach to the design)
 - Site, locations, and aesthetics are introduced and vetted
 - Considerable amount of sketching, modeling, and meetings
 - Final decision / design alternative is selected and approved
 - Rough Cost Estimate produced
- PHASE III: DESIGN DEVELOPMENT**
 - Initial drawing revision based on the client's comments from the Schematic Design phase capturing more specifics and details
 - Site layout is finalized and project elements, sizes, locations, and finishes selected
 - Preliminary engineering / construction methodology begins
 - Updated cost estimates provided for value engineering
 - Drawings updated according to any value engineering necessary as directed by client
 - Project design is finalized during this phase
 - By the end of this phase, planning entitlements may occur and preliminary bids requested
- PHASE IV: CONSTRUCTION DOCUMENTATION**
 - By now, client and architect will have settled on a final design and will begin preparing drawings, construction details, notes, and most technical specifications necessary for bidding, construction, and permit application.
 - All the technical drawing and engineering including detailing occurs
 - All products and materials are finalized selected
 - Multiple drawing sets produced for permitting and bidding
 - Planning / Building Department comments may be addressed under this phase
- PHASE V: BIDDING**
 - Client prepares to select the contractor for the job and sign contracts to proceed with construction
 - Typically multiple contractors submit bids on the job
 - Our role here will be to assist the client, answer contractor's questions provide any additional documentation if requested by or needed by the contractor
 - We aid you in developing a list of qualified contractors for your bid list as well as submitting bid packages to bidders
 - We can also review submitted bids, provide analysis, and help you compare the cost figures that you receive from your bidders. This phase will ensure the contractor you are contracting for your construction project are reading the blueprints correctly and are providing an accurate bid capable to apply for your project
- PHASE VI: CONSTRUCTION OBSERVATION**
 - Periodic and/or scheduled job site visits occur to see progress and ensure the contractor is following the plans per the design intent
 - If requested, we can review contractor's monthly reports to confirm percentage work completion. We will be available to answer questions and provide additional information to owners that arise
 - It is common that requests or change orders to address any unforeseen field conditions may arise



Place and 'X' in the applicable boxes. Blank boxes mean 'not included or desired for the project'





**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT
AND
CITY OF DIAMONDHEAD**

SMPDD is pleased to submit this Professional Services Agreement to the City of Diamondhead (Client) for the various services necessary to document road conditions following Hurricane Zeta debris clean-up activities.

SCOPE OF WORK

Road Survey

- Survey & video roads indicated on the debris haul map provided by City (estimated 19.8 miles)

Data Processing & Review

- Generate maps comparing old (from 2018 road survey) and new ratings
- Screenshot problem areas and show side-by-side comparison between old video and new video
- Provide executive summary describing the current conditions compared with 2018 conditions

Additional Deliverables

- If the survey results show significant degradation of the roadways, planning level cost estimates based on the road surface rating (RSR) may be generated, using estimated square yards and typical costs associated with that RSR. This proposal does not include field verifying roadway structure or developing detailed construction level cost estimates.
- The collected GIS condition data will be submitted to the City as a shapefile deliverable.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating in twelve months unless renewed.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3

prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of Members of the Client. No officer, member or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. SMPDD will provide these services on a Time and Materials basis with an estimated cost not to exceed \$3,000.00. SMPDD will bill at an hourly rate of \$100.00 per hour and all reimbursable expenses will be billed at actual cost. Subconsultant services are to be billed at the standard hourly rates as shown on the attached hourly rate schedule.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be at time of execution.

Accepted this the _____ day of _____ 2021.

Michael Reso, City Manager
City of Diamondhead, MS

Leonard Bentz, Executive Director
Southern Mississippi Planning & Development District

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

| POSITION | LABOR RATES |
|---|--------------------|
| Executive/Principal | \$170.00 |
| Engineering Manager/ Sr. Traffic Signal Engineer | \$165.00 |
| Sr. Project Engineer / Sr. Project Manager | \$130.00 |
| Sr. Traffic Technician | \$120.00 |
| Project Engineer / Project Manager | \$115.00 |
| Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector * | \$100.00 |
| Designer / Engineering Technician / Inspector * | \$90.00 |
| Professional Land Surveyor | \$85.00 |
| Engineer Intern | \$85.00 |
| CADD Technician * | \$75.00 |
| Graduate Engineer | \$75.00 |
| Sr. Administrative * | \$50.00 |
| Field Labor * | \$45.00 |
| Administrative * | \$40.00 |
| GPS Survey Party * | \$115.00 |
| Two-Member Survey Party * | \$125.00 |
| Three-Member Survey Party * | \$135.00 |

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

| EXPENSE | COST |
|-----------------|-------------|
| Vehicle Mileage | \$0.52/mile |

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.



COST ESTIMATE

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

| PROJECT SCOPE | |
|--|--|
| Hydrographic survey of Paradise Bayou main channel and secondary canals in Hancock County, MS as shown on pdf provided by others. Provide digital terrain model based on single-beam sonar depths coupled with RTK survey. | |

| ITEMIZED ESTIMATE | | | | | |
|---------------------------------|--|-----------|------|------------------------|-------------------|
| TASK | DESCRIPTION | RATE (\$) | UNIT | DAYS/HRS/NO. | TOTAL PER ITEM |
| 1 | Job Preparation | | | | |
| | CAD - Create/Upload Project Data | \$78.00 | Hour | 4 | \$312.00 |
| | Proj Engineer - Prep/Review/Mob | \$153.00 | Hour | 2 | \$306.00 |
| | Professional Surveyor - Prep/Review/Mob | \$90.00 | Hour | 2 | \$180.00 |
| | | | | <i>Task 1 Subtotal</i> | \$798.00 |
| 2 | Field Work | | | | |
| | Hydrographic Survey (2 - Man Survey Crew/Survey Equip) | \$268.00 | Hour | 18 | \$4,824.00 |
| | Travel | \$243.00 | Hour | 3 | \$729.00 |
| | Mileage | \$1.00 | Mile | 180 | \$180.00 |
| | Survey Boat/Equipment | \$400.00 | Day | 2 | \$800.00 |
| | Per Diem | \$150.00 | Day | 2 | \$300.00 |
| | | | | <i>Task 2 Subtotal</i> | \$6,833.00 |
| 3 | Data Synthesis | | | | |
| | CAD - Prepare and Transmit Data Point (breaklines, data synthesis) | \$78.00 | Hour | 18 | \$1,404.00 |
| | Professional Engineer - Review Deliverable | \$153.00 | Hour | 4 | \$612.00 |
| | | | | <i>Task 3 Subtotal</i> | \$2,016.00 |
| TOTAL ESTIMATED JOB COST | | | | | \$9,647.00 |

Work Authorization

Client Signature

Date



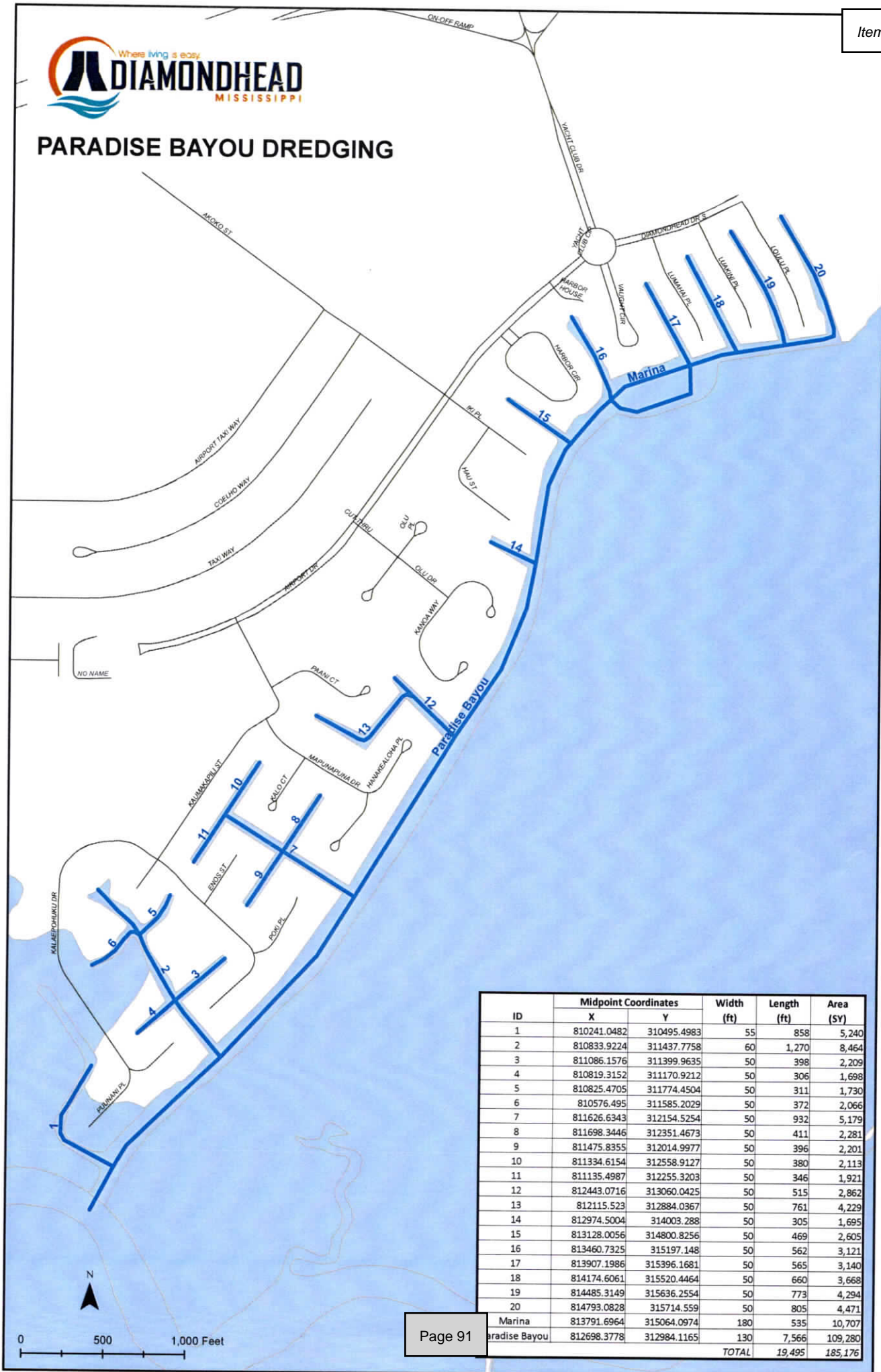
PARADISE BAYOU DREDGING



| ID | Midpoint Coordinates | | Width (ft) | Length (ft) | Area (SY) |
|----------------|----------------------|-------------|------------|---------------|----------------|
| | X | Y | | | |
| 1 | 810241.0482 | 310495.4983 | 55 | 858 | 5,240 |
| 2 | 810833.9224 | 311437.7758 | 60 | 1,270 | 8,464 |
| 3 | 811086.1576 | 311399.9635 | 50 | 398 | 2,209 |
| 4 | 810819.3152 | 311170.9212 | 50 | 306 | 1,698 |
| 5 | 810825.4705 | 311774.4504 | 50 | 311 | 1,730 |
| 6 | 810576.495 | 311585.2029 | 50 | 372 | 2,066 |
| 7 | 811626.6343 | 312154.5254 | 50 | 932 | 5,179 |
| 8 | 811698.3446 | 312351.4673 | 50 | 411 | 2,281 |
| 9 | 811475.8355 | 312014.9977 | 50 | 396 | 2,201 |
| 10 | 811334.6154 | 312558.9127 | 50 | 380 | 2,113 |
| 11 | 811135.4987 | 312255.3203 | 50 | 346 | 1,921 |
| 12 | 812443.0716 | 313060.0425 | 50 | 515 | 2,862 |
| 13 | 812115.523 | 312884.0367 | 50 | 761 | 4,229 |
| 14 | 812974.5004 | 314003.288 | 50 | 305 | 1,695 |
| 15 | 813128.0056 | 314800.8256 | 50 | 469 | 2,605 |
| 16 | 813460.7325 | 315197.148 | 50 | 562 | 3,121 |
| 17 | 813907.1986 | 315396.1681 | 50 | 565 | 3,140 |
| 18 | 814174.6061 | 315520.4464 | 50 | 660 | 3,668 |
| 19 | 814485.3149 | 315636.2554 | 50 | 773 | 4,294 |
| 20 | 814793.0828 | 315714.559 | 50 | 805 | 4,471 |
| Marina | 813791.6964 | 315064.0974 | 180 | 535 | 10,707 |
| Paradise Bayou | 812698.3778 | 312984.1165 | 130 | 7,566 | 109,280 |
| TOTAL | | | | 19,495 | 185,176 |



PARADISE BAYOU DREDGING



| ID | Midpoint Coordinates | | Width (ft) | Length (ft) | Area (SV) |
|----------------|----------------------|-------------|------------|---------------|----------------|
| | X | Y | | | |
| 1 | 810241.0482 | 310495.4983 | 55 | 858 | 5,240 |
| 2 | 810833.9224 | 311437.7758 | 60 | 1,270 | 8,464 |
| 3 | 811086.1576 | 311399.9635 | 50 | 398 | 2,209 |
| 4 | 810819.3152 | 311170.9212 | 50 | 306 | 1,698 |
| 5 | 810825.4705 | 311774.4504 | 50 | 311 | 1,730 |
| 6 | 810576.495 | 311585.2029 | 50 | 372 | 2,066 |
| 7 | 811626.6343 | 312154.5254 | 50 | 932 | 5,179 |
| 8 | 811698.3446 | 312351.4673 | 50 | 411 | 2,281 |
| 9 | 811475.8355 | 312014.9977 | 50 | 396 | 2,201 |
| 10 | 811334.6154 | 312558.9127 | 50 | 380 | 2,113 |
| 11 | 811135.4987 | 312255.3203 | 50 | 346 | 1,921 |
| 12 | 812443.0716 | 313060.0425 | 50 | 515 | 2,862 |
| 13 | 812115.523 | 312884.0367 | 50 | 761 | 4,229 |
| 14 | 812974.5004 | 314003.288 | 50 | 305 | 1,695 |
| 15 | 813128.0056 | 314800.8256 | 50 | 469 | 2,605 |
| 16 | 813460.7325 | 315197.148 | 50 | 562 | 3,121 |
| 17 | 813907.1986 | 315396.1681 | 50 | 565 | 3,140 |
| 18 | 814174.6061 | 315520.4464 | 50 | 660 | 3,668 |
| 19 | 814485.3149 | 315636.2554 | 50 | 773 | 4,294 |
| 20 | 814793.0828 | 315714.559 | 50 | 805 | 4,471 |
| Marina | 813791.6964 | 315064.0974 | 180 | 535 | 10,707 |
| Paradise Bayou | 812698.3778 | 312984.1165 | 130 | 7,566 | 109,280 |
| TOTAL | | | | 19,495 | 185,176 |

**City of Diamondhead
Budget Adjustments
For the Fiscal Year Ending September 30, 2021**

| Budget Entry No. (InCode) | Account | ACCT DESCRIPTION | Adjustment Amount | Effect on Budget | Description | Form to Council | Agenda Item | Council Approval | Posted to InCode Date | InCode Packet |
|--|----------------|--------------------------------------|----------------------|------------------|---|-----------------|-------------|------------------|-----------------------|---------------|
| <u>Donated services from stump-n-Grind</u> | | | | | | | | | | |
| 2021-18 | 001-000-346.00 | Donations/Contributions of Assets | 3,200.00 | 3,200.00 | Donated services from stump-n-Grind | | | | 3/2/2021 | |
| 2021-18 | 001-301-683.00 | Debris Removal | 3,200.00 | (3,200.00) | Removal of 16 Stumps from City Property | | | | 3/2/2021 | |
| | | | \$ - | | <u>Donated services from stump-n-Grind</u> | | | | | |
| <u>Reclass Funds for purchase of Police Equipment</u> | | | | | | | | | | |
| 2021-19 | 001-000-394.00 | Gain/Loss on Sale of Assets | 2,000.00 | (2,000.00) | Revenue for Sale of Glockes to County | | | | 3/2/2021 | |
| 2021-19 | 001-200-918.00 | Capital Outlay - Officer's Equipment | 750.00 | 750.00 | Additional Cost - Current Quote | | | | 3/2/2021 | |
| 2021-19 | 001-200-919.00 | Capital Outlay - Office Equipment | 1,250.00 | 1,250.00 | Replace broken computer | | | | | |
| | | | | 0.00 | <u>Reclass Funds for purchase of Police Equipment</u> | | | | | |
| <u>Amend Budget for Mid-Year Revenue-Project Review</u> | | | | | | | | | | |
| 2021-20 | 001-000-260.00 | Sales Tax | 100,000.00 | (100,000.00) | Increase in Projected City Sales Tax | | | | 3/2/2021 | |
| 2021-20 | 001-000-354.00 | Other Revenue | 3,000.00 | (3,000.00) | Increase in Actual Other Revenue | | | | 3/2/2021 | |
| 2021-20 | 001-100-919.00 | Capital Outlay - Office Equipment | (3,750.00) | (3,750.00) | Budgeted Laptops for new Council not required | | | | 3/2/2021 | |
| 2021-20 | 001-140-615.00 | Travel & Training | (3,900.00) | (3,900.00) | Reduce Milage & MAGPPA Conf Not attended | | | | 3/2/2021 | |
| 2021-20 | 001-140-693.00 | Other - Elections | (20,000.00) | (20,000.00) | Primary Election not needed | | | | 3/2/2021 | |
| 2021-20 | 001-301-410.00 | Salaries - Administrative | (6,400.00) | (6,400.00) | 10/7 - 10/21 Payroll - Unfilled Positions | | | | 3/2/2021 | |
| 2021-20 | 001-301-420.00 | Salaries - Non Administrative | (1,500.00) | (1,500.00) | Unfilled Position | | | | 3/2/2021 | |
| 2021-20 | 001-301-470.00 | Social Security Match | (513.50) | (513.50) | | | | | 3/2/2021 | |
| 2021-20 | 001-301-471.00 | Medicare Match | (114.55) | (114.55) | | | | | 3/2/2021 | |
| 2021-20 | 001-301-900.00 | Capital Outlay - Land | (168,706.14) | (168,706.14) | Reallocate budget for other projects | | | | 3/2/2021 | |
| 2021-20 | 001-653-650.00 | Promotions | (23,000.00) | (23,000.00) | Reallocate budget for other projects | | | | 3/2/2021 | |
| 2021-20 | 001-140-602.00 | Professional Fees-Engineering | 35,000.00 | 35,000.00 | Building Renovations | | | | 3/2/2021 | |
| 2021-20 | 001-140-605.00 | Professional Fees - IT | 12,000.00 | 12,000.00 | HC Chamber Of Commerce - Digital Marketing | | | | 3/2/2021 | |
| 2021-20 | 001-140-650.00 | Promotions | 7,906.97 | 7,906.97 | Read Beans & Rice Sponsor/4th of July Event/Shred-It day City Hall Parking Lot - Increase in Expenses over Budget / Building | | | | 3/2/2021 | |
| 2021-20 | 001-140-901.00 | Capital Outlay - Building | 214,930.26 | 214,930.26 | Renovations | | | | 3/2/2021 | |
| 2021-20 | 001-280-410.00 | Salaries - Administrative | 9,225.00 | 9,225.00 | Added Building Inspector - Mid Year over current Budget | | | | 3/2/2021 | |
| 2021-20 | 001-280-470.00 | Social Security Match | 599.63 | 599.63 | | | | | 3/2/2021 | |
| 2021-20 | 001-280-471.00 | Medicare Match | 133.76 | 133.76 | | | | | 3/2/2021 | |
| 2021-20 | 001-280-480.00 | Health/Life Insurance | 1,586.75 | 1,586.75 | | | | | 3/2/2021 | |
| 2021-20 | 001-280-601.00 | Professional Fees - Consulting | 27,880.00 | 27,880.00 | East Aloha Area Regulations/Code Review Hilo Way/Multi Modal Lanes/SMPDD Street Review/Southside | | | | 3/2/2021 | |
| 2021-20 | 001-301-602.00 | Professional Fees - Engineering | 160,474.43 | 160,474.43 | Canals/Dog Park/Survey Waterways/Commercial Area | | | | 3/2/2021 | |
| 2021-20 | 001-301-635.00 | Professional Fees - R&M Outside Sc | 6,748.06 | 6,748.06 | Additional General Funding | | | | 3/2/2021 | |
| 2021-20 | 001-301-640.00 | Rentals | 50,000.00 | 50,000.00 | Rental Equip to Dredge Lily & Miller Pond | | | | 3/2/2021 | |
| 2021-20 | 001-301-681.00 | Other Services & Charges | 3,050.00 | 3,050.00 | Tree Removal Costs over budget | | | | 3/2/2021 | |
| 2021-20 | 001-301-683.00 | Professional Fees - Debris Removal | 31,279.59 | 31,279.59 | Debris Removal | | | | 3/2/2021 | |
| 2021-20 | 001-301-907.00 | Capital Outlay - Other | 20,000.00 | 20,000.00 | Gex Lighting | | | | 3/2/2021 | |
| 2021-20 | 001-301-912.00 | Capital Outlay - Streets/Drainage | 15,000.00 | 15,000.00 | Increase Costs - Hilo Way | | | | 3/2/2021 | |
| | | | \$ 264,930.26 | | <u>Amend Budget for Mid-Year Revenue-Project Review</u> | | | | | |
| | | | \$ 204,930.26 | | Use of Prior Year Surplus City Hall Parking Lot increased Costs | | | | | |
| | | | \$ 60,000.00 | | Use of Prior Year Surplus Hilo Way Increased Repair Costs | | | | | |
| | | | \$ - | | | | | | | |

City of Diamondhead
Budget Adjustments
For the Fiscal Year Ending September 30, 2021

| <u>Budget Entry</u> <u>No. (InCode)</u> | <u>Account</u> | <u>ACCT</u> <u>DESCRIPTION</u> | <u>Adjustment</u> <u>Amount</u> | <u>Effect on</u> <u>Budget</u> | <u>Description</u> | <u>Form to</u> <u>Council</u> | <u>Agenda</u> <u>Item</u> | <u>Council</u> <u>Approval</u> | <u>Posted to InCode</u> <u>Date</u> | <u>Packet</u> |
|--|----------------|-----------------------------------|------------------------------------|-----------------------------------|--|----------------------------------|------------------------------|-----------------------------------|--|---------------|
| <u>Set-Up - GCRF - MDA Restore - Commercial District Transformation Project</u> | | | | | | | | | | |
| 2021-21 | 118-000-254.00 | Grant Revenue | 1,200,000.00 | (1,200,000.00) | Grant Funding | | | | 3/2/2021 | |
| 2021-21 | 118-000-381.00 | Transfers In/Grant Match | 300,000.00 | (300,000.00) | City Match | | | | 3/2/2021 | |
| 2021-21 | 001-900-951.00 | Transfer Out - Grant Match | 300,000.00 | 300,000.00 | City Match | | | | 3/2/2021 | |
| 2021-21 | 118-653-602.00 | Professional Fees - Engineering | 300,000.00 | 300,000.00 | Engineering Costs | | | | 3/2/2021 | |
| 2021-21 | 118-653-912.00 | Capital Outlay - Streets/Drainage | 1,200,000.00 | 1,200,000.00 | Construction | | | | 3/2/2021 | |
| | | | \$ 300,000.00 | | <u>Set-Up - GCRF - MDA Restore - Commercial District Transformation Project</u> | | | | | |

2/24/2021

Please review and consider the requested Interfund Transfers (Matching Funds) and Interfund Grant Loan for the Gulf Coast Restoration – MDA Restore I-Commercial District Transformation Project Grant.

The **Interfund Transfer** represent the City’s local share or required matching funds for this project.

| Fund | Grant Project | Balance of Previous Matching Funds | Requested Budget Matching | Total Transfer |
|-------------|---|---|----------------------------------|-----------------------|
| 118 | GCRF – MDA Restore – Commercial District Transformation Project | \$0.00 | \$300,000.00 | \$300,000.00 |
| | | | | |

The **Interfund Loan** is temporary funding for each Grant Fund to prevent a negative cash balance. General Fund cash will be loaned to each grant to cover the project’s expenses that will eventually be reimbursed by grant proceeds. Once all grant expenses have been claimed and reimbursements received, the grant fund will be closed out and the loan repaid to the general fund.

| Fund | Grant Project | Current Fund Loan Balance | Additional Interfund Loan | Interfund Loan Payback | Loan Balance |
|-------------|---|----------------------------------|----------------------------------|-------------------------------|---------------------|
| 118 | GCRF – MDA Restore – Commercial District Transformation Project | \$0.00 | \$500,000.00 | | \$500,000.00 |
| | | | | | |

Thank you,
 Catherine Konkel, CPA
 Comptroller



Phone: 228.222.4626 Fax: 228.222.4390

February 24, 2021

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

Dear Councilmembers:

Re: Engineering Services Restore Project – 2021-RFP002

In response to the City's request for qualifications for engineering services for the Gulf Coast Restoration Fund Project – Commercial District Transformation Project, I am pleased to report that 5 firms responded. Proposals were received from Covington Civil and Environmental, Digital Engineering, Linfield Hunter Junius, Neel-Schaffer and Pickering Firm. The administration has reviewed the proposals and has met with each firm to discuss in greater detail the project and their qualifications.

All the firms presenting have personnel with the skill-set to lead the way for a successful project for the City; some with more extensive backgrounds and some with pencils sharpened, a proposed timeline and ready to hit the ground running. It is the administration's recommendation to select Covington Civil and Environmental as engineering firm for this project.

Thank you in advance for your favorable consideration and acceptance. This will allow me to proceed to the next phase for contract negotiations.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Reso', is written over the typed name.

Michael Reso
City Manager

MR:jk



Commissioner Item No.21.
Commissioner
Commissioner Bower
Commissioner Rubar
Commissioner Hourin
Commissioner Torguson
Commissioner Hector

AGENDA

PLANNING AND ZONING COMMISSION

Tuesday, February 23, 2021

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Statement of Purpose

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

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of Minutes of January 26, 2021.

New Business

3. Sweet Rolls Hibachi has filed an application requesting a Conditional Use Permit in accordance with the Zoning Ordinance Table 4.2, Article 4.21.1 (C) and Article 2.5 to allow a mobile food vendor in a C-1 district. The tax parcel number is 132H-1-03-004.008. The street address is 4313 Leisure Time Drive. The case file number is 202000624

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

4. Next City Council meeting March 2, 2021
5. Next Planning Commission meeting March 23, 2021

Adjourn or Recess



Commissioner Item No.21.
Commissioner
Commissioner Bower
Commissioner Rubar
Commissioner Hourin
Commissioner Torguson
Commissioner Hector

MINUTES PLANNING AND ZONING COMMISSION

Tuesday, January 26, 2021
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Chairman Bice called the meeting to order at 6:00 p.m.

Statement of Purpose

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

Commissioner Rubar read the Statement of Purpose

Pledge of Allegiance

Commissioner Torguson led the Pledge of Allegiance.

Roll Call

Commissioner Rubar, Bower, Torguson, Layel, Hourin, Bice. Absent: Hector

Also present City Attorney, Derek Cusick, Building Inspector, Beau King, Code Enforcement Officer, Pat Rich, and Minute Clerk, Tammy Braud.

Confirmation or Adjustments to Agenda

Commissioner Bower, made a motion, second by Commissioner Hourin to approve the Agenda as presented.

Motion Carried Unanimously

Approval of Minutes

Commissioner Bower made a motion, second by Commissioner Layel to approve the minutes of December 8, 2020.

Motion Carried Unanimously

New Business

2. Elliott Homes, LLC has filed an application requesting a variance from the Zoning Ordinance (Article 9.8 J) to construct a 6' wood privacy fence within 10' of the southwest property along Ieke Drive and extending beyond the front façade of the house 14'.
The property address is 8454 Amoka Drive. The tax parcel number is 068J-1-41-325.000. The legal

description is Diamondhead Subdivision Phase #2, Unit 11, Block 7, Lot 4. The property is located in an R-2 zoning district. The fence is required to be set back 20' from the front property line but not any closer than the façade of the house.

Code Enforcement Officer, Pat Rich, addressed the Commissioners and answered questions.

Chairman Bice asked if anyone was here to represent Elliot Homes. No one was present.

Chairman Bice asked for any public comments.

Mr. Skip Marsh spoke and answered questions from the Commissioners.

Code Enforcement Officer, Pat Rich presented 3 statements that were opposing the variance.

He presented to the Commissioners a recommendation to approve the variance with modifications that are in the staff report.

Commissioner Hourin asked if all parties were satisfied with the modifications, and all agreed.

Commissioner Rubar made a motion, second by Commissioner Bower to approve the recommendation with modifications to the City Council.

Motion Carried Unanimously

Unfinished Business

3. Motion by City Council to return the matter regarding variance request of Margaret Nutkins for Conditional Use Permit to the Planning & Zoning Commission to provide the reason for its denial of the permit.

City Attorney, Derek Cusick, gave a recap to the Commissioner about the case. He also explained why the case was sent back from the City Council.

Ms. Nutkins read a statement to the Commissioners on why they should approve her Conditional Use permit.

Chairman Bice asked for any public comments

Lisa Vergano, Molly Jimenez, and Don Walter stated why they were opposed to the permit.

Commissioner Rubar made a motion, second by Commissioner Hourin to approve the Conditional Use Permit with conditions to the City Council.

1. Parking would be limited to 5 cars during a rental.
2. A Three Strike policy having complaints through City Court.
3. Owner must be a resident of Diamondhead.
4. Limited occupancy to 10 people.
5. Must provide renters with parking and noise ordinance.

6. Must provide information on garbage collections and dates.

7. Must re-apply for a Conditional Use permit in 1 year from now, unless the ordinance has changed by allowing rentals without a Conditional Use permit.

Roll Call

Ayes: Bice, Layel, Rubar, Hourin

Nays: Torguson, Bower

Motion Carried

Open Public Comments to Non-Agenda Items

Ms. C J Longenecker spoke to the Commissioner about an opened gate on her cul-de sac. She stated parts of the gate is missing and so is the sign.

Commissioners' Comments

None

Communication / Announcements

4. Next City Council meeting February 2, 2021

Next Planning Commission meeting February 23, 2021

Commissioner Tourguson asked that everyone keep Mr. Ronald Jones and his Family in their prayers.

Adjourn or Recess

Commissioner Hourin made a motion, second by Commissioner Layel to adjourn this meeting at 7:22 p.m.

Motion Carried Unanimously

E J Bice, Chairman

Planning & Zoning



5000 Diamondhead Circle
Diamondhead, MS 39525
Ph: 228-222-4626
FX: 228-222-4390

APPLICATION FOR CONDITIONAL USE

Case Number: 202000024

Date 12.29.2020

Applicant: Sweet Rolls Hibachi

Applicant's Address: 15520 Danel Blvd Suite A Gulfport MS 39503

Applicant's Email Address: bfortmayer@givingtree.ms.com

Applicant's Contact Number: (Home) N/A (Work) 228-731-3909 (Cell) 985-778-7886

Property Owner: Mary Knoblock

Owner's Mailing Address: 4313 Leisure Time DR Diamondhead MS 39525

Owner's Email Address mary@givingtree.ms.com

Owner's Contact Number: (Home) _____ (Work) (214) 210-8552 (Cell) 985-778-8213

Tax Roll Parcel Number: 132H-1-03-003.018 ^{Perk 10 side 2} 132H-1-03-004.008

Physical Street Address: 4313 Leisure Time DR Diamondhead MS 39525

Legal Description of Property: S.T./R.: 03/00/00 PT 1A Leisure Time Park

Zoning District: 2453 ^{(87.2X) 85}

State Purpose of Request: Sell hibachi lunch and dinners to diamondhead and local surrounding Residents. If it works well we are looking to start a hibachi restaurant in Diamondhead.

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

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

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

The Public Hearing will be held on February 23, 2021 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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

Bullery Fortman
Signature of Applicant

[Signature]
Signature of Property Owner

_____ For Official Use Only _____

- \$100.00
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owner
- Application Signed
- Written Project Description
- Drainage Plan NA ()
- Notarized Statement NA ()

15520 Daniel Blvd Suite A

Gulfport MS 39503

Application for Conditional Use at Giving Tree Office Plaza, LLC

- A. Giving Tree is in the commercial district parcel number 132H-1-03-003.018.
- B. The building is not affected at all for this purpose.
- C. There are no impacts to any surrounding areas. Minimal water from inside of Giving Tree's kitchen sink and bathroom for personal use is used during operation.
- D. There are no modifications needed to the site. A set up a tent in the back of Giving Tree day of and everything is picked up at days end.
- E. Operation occurs only on Thursdays. Hoda Chiropractic Clinic is closed on Thursday's and we can use their parking if need be.
- F. A fire extinguisher in the event of a fire. The grill operates on propane portable tank. There are no odors associated, except the smell of great food. Flooding and water damage are not an option. The use of water on site is minimal as all prep and cleaning occurs before arrival and after departure at the commissary/restaurant in Gulfport.
- G. Natural sun light is used for lighting. There is an extension cord that is run from inside of Giving Tree to a light above the grill after dark if needed. Signs are a minimum and placed in front of the work site the day of and taken down upon departure.
- H. If extra parking is needed there is parking in front of Giving Tree on Leisure Time Dr as well as parking in surrounding lots that is always empty.
- I. The site is in a commercial district with Subway, Red Zone and Park Ten Lanes less than .75 mile.
- J.
 - i. The use of us to sell is to bring business from local surrounding areas such as Bay St. Louis, Kiln, Pass Christian, Long Beach, etc. to Diamondhead. We picked Thursday as Park Ten Lanes hosts \$1.00 nights and has students bussed in and driven by parents that are looking for options to eat right here in Diamondhead. Diamondhead does not have this cuisine yet and residents have been asking for us to open.
 - ii. There is no structure issues. The grill is set up outside.
 - iii. Not applicable
 - iv. Not applicable
- K. Yes, this can only be beneficial to Diamondhead, Giving Tree, Sweet Rolls/Hibachi, and surrounding business.
- L. No safety or environmental risks are issues. Disposal of waste is minimal and minimal grease is brought back to our commissary/restaurant for disposal in our proper traps.

Pat Rich

From: Brittany Fortmayer <bfortmayer@givingtreems.com>
Sent: Thursday, January 21, 2021 4:24 PM
To: Pat Rich
Subject: RE: Conditional Use Permit

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

1. Is Thursday the only day your will be operating and what will be the hours of operation? **Thursdays will be the only day. Hoda is closed that day and makes easier for parking. Hours of operation 11:00AM-6:00PM or we run out.**
2. Will customers be dining on premises or takeout only? If dining there, please describe the arrangement.- **Take out only. Orders are mainly call ahead, once we announce where we will be our followers call ahead and have pick up times. There are a few people that come place their order but 75% order the day prior.**
3. Are you doing this type of operation elsewhere where we can observe? **We are looking at Waveland and a spot in Saucier but that is not set in stone and depends in between our catering and restaurant needs. Right now, we only do it at the VFW 5699 post every Wednesday in Ocean Springs with proceeds benefiting their post. You are more than welcome to stop by.**
4. Have you received permission from Dr. Hoda to use his parking lot? **We verbally talked when we first started and he stated he did not mind which is one of the reasons we decided on Thursday. We truly haven't even had to use the parking lot but maybe three spots as most orders are call ins and we give time slots.**
5. Will Giving Tree's bathroom be available for use by customers as well as employees? **Yes, that is not an issue at all. No one has ever asked us but they are more than welcome to use if need be. We use it while on premise.**
6. Will your operation be on the Leisure Time Drive or Park Ten Drive parking lot? **Park Ten back side.**

We only picked Diamondhead as we are residents there and people know my partner for his cooking. He has been cooking for 14 years. We have talked to locals about potentially putting a restaurant in Diamondhead and people have begged us. We are not looking to do anything fast but see how it goes and if it does become a need we would strongly consider a small hibachi to go. Also, residents that have tried our food stated they love that they can see our whole operation and there is no kitchen in the back. They love to watch him cook their meal to order.

Let me know if you have any questions and I can also bring residents that have tried us and ask us when we will be back.

Warm Regards,

Brittany

Brittany Fortmayer
 Giving Tree Senior Care Options, LLC
 bfortmayer@givingtreems.com
 4313 Leisure Time Dr.
 Diamondhead, MS 39525
 Phone: 228.467.5900
 Fax: 228.467.5777
 Cell: 601.590.5552

www.givingtreeseniorcareoptions.com

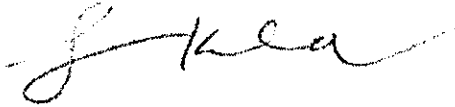
GIVING TREE OFFICE PLAZA LLC

December 28, 2020

To Whom it may concern,

Hibachi Ninja has permission to provide catering services to sell individual meals or cater events on the property of Giving Tree Office Plaza.

Sincerely,



Mary Angelique Knoblock
Member – Giving Tree Office Plaza

Cc: file



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

TO: Sweet Rolls Hibachi and adjacent property owners

FROM: Ronald R. Jones, CBO
Building Official

A handwritten signature in blue ink that reads 'Ronald Jones / J. Pat R.' with a stylized flourish.

DATE: February 5, 2021

SUBJECT: Notice of Public Hearing before the Planning Commission

Sweet Rolls Hibachi has filed an application requesting a Conditional Use Permit in accordance with the Zoning Ordinance Table 4.2, Article 4.21.1 (C) and Article 2.5 to allow a mobile food vendor in a C-1 district. The tax parcel number is 132H-1-03-004.008. The street address is 4313 Leisure Time Drive..

In accordance with the Zoning Ordinance Article 2.5.5, the Planning Commission may recommend approval of a Conditional Use Permit as the permit was applied for or in a modified form or subject to conditions, or may recommend denial of the application.

The Planning and Zoning Commission will consider this application at the regularly scheduled meeting on **Tuesday, February 23, 2021 at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend.

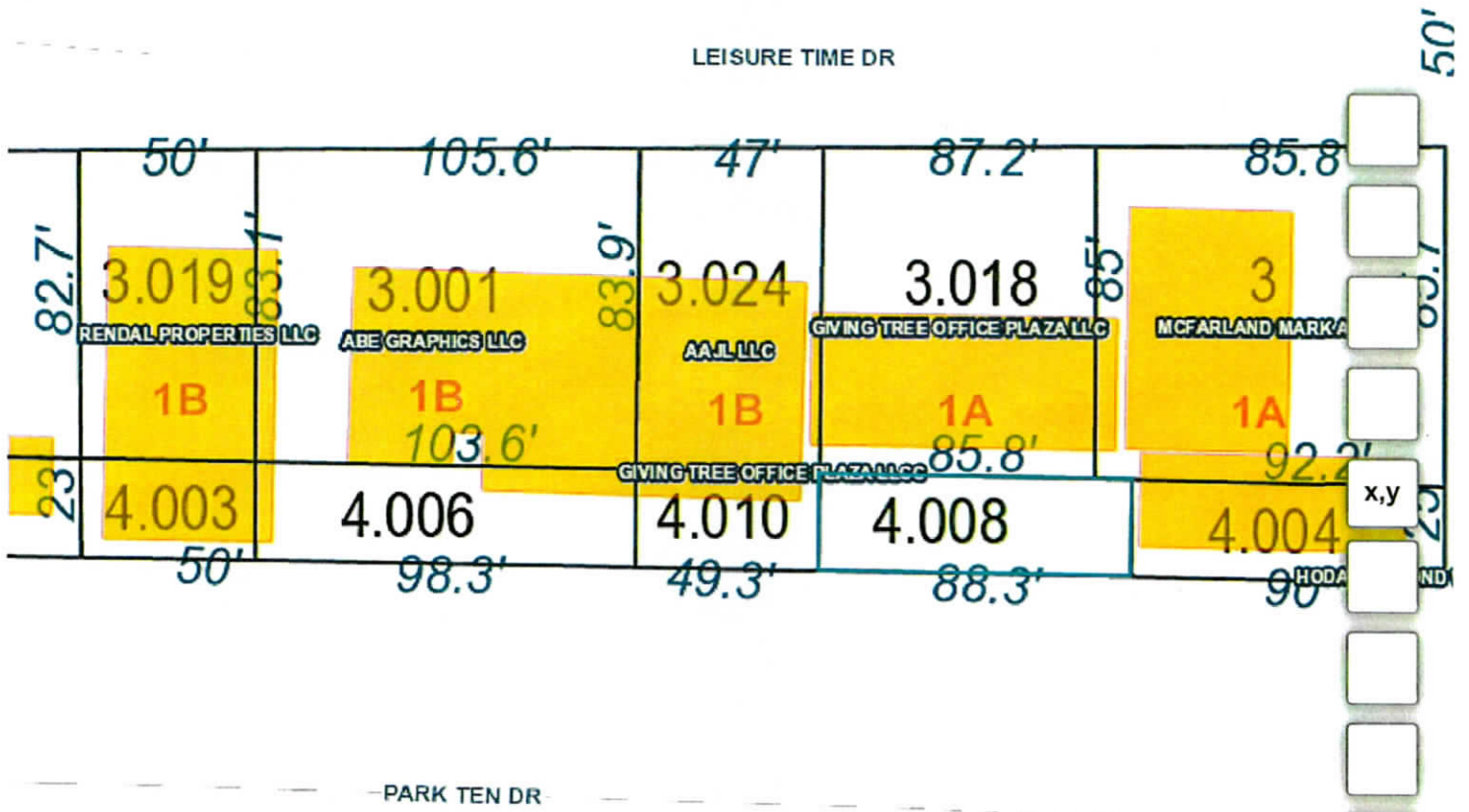
If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.



ELLIOTT BAY HEALTHCARE REALTY LLC

416'

LEISURE TIME DR

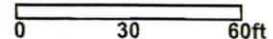


PARK TEN DR

Parcels
GIVING TREE
OFFICE PLAZA
LLCC

Parcel Number: 132H-1-03-004.008
 Owner Name: GIVING TREE OFFICE PLAZA LLCC
 Owner Address: 4313 LEISURE TIME DR
 Owner City, State ZIP: DIAMONDHEAD, MS 39525
 Physical Address:
 Improvement Type:
 Year Built:
 Base Area:
 Adjusted Area:
 Improvement Value: 13090
 Land Value: 6828
 Total Value: 19918
 Estimated Tax: 382.58

Close Export Print Labels





Commissioner
Commissioner
Commissioner Bower
Commissioner Rubar
Commissioner Hourin
Commissioner Torguson
Commissioner Hector

Item No.21.

MINUTES PLANNING AND ZONING COMMISSION

Tuesday, February 23, 2021

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Commissioner Rubar called the meeting to order at 6:00 p.m.

Statement of Purpose

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

Commissioner Bower read the Statement of Purpose.

Pledge of Allegiance

Commissioner Torguson led the Pledge of Allegiance.

Roll Call

Commissioner Rubar, Layel, Torguson, Hourin, Hector, and Bower. Absent: Bice

Also present City Attorney, Derek Cusick, Building Inspector, Beau King, Code Enforcement Officer Pat Rich, and Minute Clerk, Tammy Braud.

Confirmation or Adjustments to Agenda

Commissioner Bower, made a motion, second by Commissioner Hourin to approve the Agenda as presented.

Motion Carried Unanimously

Approval of Minutes

1. Approval of Minutes of January 26, 2021.

Commissioner Bower made a motion, second by Commissioner Hourin to approve the minutes of January 26,2021

Motion Carried Unanimously

New Business

2. Sweet Rolls Hibachi has filed an application requesting a Conditional Use Permit in accordance with the Zoning Ordinance Table 4.2, Article 4.21.1 (C) and Article 2.5 to allow a mobile food vendor in a C-1 district. The tax parcel number is 132H-1-03-004.008. The street address is 4313 Leisure Time Drive. The case file number is 202000624

Code Enforcement Officer, Pat Rich, addressed and answered questions from the Commissioners.

Commissioner Rubar asked if anyone was present to represent Sweet Rolls.

Owner , Brittany Fortmayer spoke and answered questions from the commissioners.

Commissioner Rubar asked for any public comments. None.

Code Officer, Pat Rich, presented to the Commissioners the recommendation to approve with conditions listed below to the City Council

1. Operate on Thursdays only 11:00am to 6:00 pm.
2. Signage must be conform with ordinances.
3. Permit expires 1 year from issue date.
4. Permit is non-transferable.
5. Must comply with Mississippi Department of Health Regulations.
6. Provide specific written authorizations from adjacent property owners to use their parking area for parking. These authorizations shall be submitted prior to the issue of permit.
7. Applicant shall obtain a business privilege and sales tax permit specifically for the location.

Commissioner Bower made a motion, second by Commissioner Hourin to approve the conditional use permit with conditions listed but amended the conditions to only Thursday with no time limitations, and must provide outside lighting

Motion Carried Unanimously

Unfinished Business

None

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

3. Next City Council meeting March 2, 2021

Next Planning Commission meeting March 23, 2021

Code Officer, Pat Rich ,mentioned to the Commissioners next month's meeting will have a text amendments for net fill .

Adjourn or Recess

Commissioner Bower ,second by Commissioner Layel to adjourn at 6:21 pm.

Motion Carried Unanimously



5000 Diamondhead Circle, Diamondhead, MS 39525
Phone: (228) 222.4626
FAX: (228) 222-4390
www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: February 19, 2021

CASE FILE NUMBER: 202000624

APPLICANT: Sweet Rolls Hibachi, Brittany Fortmayer; resident of
Diamondhead

PROPERTY OWNER: Giving Tree Office Plaza, LLC. Mary Knoblock

TAX PARCEL NUMBER: 132H-1-03-004.008

PHYSICAL STREET ADDRESS: 4313 Leisure Time Drive

LEGAL DESCRIPTION: Diamondhead Pt 1A, Leisure Time Park

ZONING DISTRICT: C-1

TYPE OF APPLICATION: Conditional Use Permit for Mobile Food Vendor

NATURE OF REQUEST: Applicant wishes to sell lunch and dinners to Diamondhead and local surrounding residents.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: February 23, 2021

ACTION BY THE PLANNING COMMISSION: The Commission may recommend approval of a Conditional Use Permit as the permit was applied for or in a modified form or subject to conditions, or may recommend denial of the application.

REVIEW and EVALUATION CRITERIA: The Zoning Administrator and the Commission shall review and evaluate and make the following findings before recommending approval of a Conditional Use Permit application using the following criteria:

- A. Conformance with applicable regulations and standards established by the Zoning Regulations.
- B. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
- C. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use.

- D. Modifications to the site or proposed use which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulation and standards and to protect the public health, safety, morals, and general welfare.
- E. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area; existing zoning and land uses in the area.
- F. Protection of persons and property from flood or water damage, odors, fire, noise, glare, and similar hazards or impacts.
- G. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
- H. Adequacy and convenience of off-street parking and loading facilities.
- I. That the proposed use is in accordance with the objectives of this Zoning Ordinance and the purposes of the district in which the site is located.
- J. That the proposed use and site development, together with any modifications applicable thereto, will be compatible with existing or permitted uses and structures in the vicinity, in accordance with the following standards:
- i. The proposed use will be located within the district so as to be harmonious with and complimentary to adjacent and existing land uses.
 - ii. The structure resulting from the granting of a conditional use will be architecturally compatible with other existing or proposed structures in the neighborhood in which it is to be located. For the purpose of this criterion, the term "neighborhood" shall mean an area extending 750 feet in all directions from the lot line of the proposed structure.
 - iii. For the purposes of determining architectural compatibility, consideration shall be given to: building mass and style; roof types, pitch and material; façade treatment and materials; window and door styles; eaves and porches; trim; gables and dormers; gutters; chimneys; walls, fences, hedges and other landscape elements; colors; driveway material; signage; dimensional setbacks and building orientation on the lot; and other such features as may be appropriately considered by the Planning Commission.
 - iv. For the purpose of assessing the architectural compatibility, existing structures which may not be an architectural asset to the neighborhood shall not be considered in determining the appropriateness of a conditional use application.
- K. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.
- L. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

CONDITIONS of APPROVAL: The Planning Commission may establish conditions of approval. Conditions may include but shall not be limited to: requirements for special setbacks, open spaces, buffer, fences, walls, and screening; requirements for installation and maintenance of landscaping and erosion control measures; requirements for street improvements and dedications, regulation of vehicular ingress and egress, and traffic circulation; regulation of signs; regulation of hours or other characteristics of operation; requirements for maintenance of landscaping and other improvements; establishment of development schedules or time limits for performance or completion; architectural conditions; and such other conditions as the Commission may deem necessary to ensure compatibility with surrounding uses.

FINDINGS: Mobile Food Vendors are permitted to operate in the C-1 Zoning district and the Planning Commission may put conditions of use on the permit. In fact, there are many restaurants and dining facilities nearby, some of which are takeout only. Sweet Rolls Hibachi will operate on Thursday's from 11:00 to 6:00 offering pick up only. The meals will be cooked under a tent on site in the rear parking lot of Giving Tree on Park Ten Drive. Most orders are called in and given a time for pickup. There may be those that see the operation, stop and place an order. There are 12 parking spots marked with overflow parking available at Dr. Hoda's office (closed on Thursday) and behind the vacant building on the west side. Increased traffic will be minimal and since Dr. Hoda is closed, should not propose a threat to vehicular safety. This operation already exists on Wednesday's in Ocean Springs and as a mobile catering service.

RECOMMENDATION TO PLANNING COMMISSION: To **approve** the Conditional Use Permit

with the following conditions;

Operate on Thursdays only, 11:00 am to 6:00 pm. ✓

Signage must conform with ordinances. ✓

Permit expires 1 year from issue date. ✓

Permit is non-transferable. ✓

Must comply with Mississippi Department of Health Regulations. ✓

Provide specific written authorization from adjacent property owners to use their parking area for parking. These authorizations shall be submitted prior to the issue of permit.

Applicant shall obtain business privilege and sales tax use permit specifically for the location.



City of Diamondhead, MS

Docket of Claims Register Item No.22.

APPKT01426 - DOCKET 03.02.2021

By Docket/Claim Number

| Docket/Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Payment Amount Line Amount | |
|----------------|-----------------------------------|--------------|----------------|-------------------------------|----------------|--|-------------------------------|--|
| DKT158178 | AGJ | 03/02/2021 | 85084 | BACKUP & DISASTER RECOVERY | 001-140-605.00 | Professional Fees - IT | 250.00 | |
| | | | | SERVER -- MONTHLY BILLI | | | | |
| | | | | MSP AGREEMENT -- COMPLETE | 001-140-605.00 | Professional Fees - IT | 1,832.00 | |
| DKT158179 | Amazon com LLC | 03/02/2021 | 1P7L-X9YR-V1TF | MAINTENANCE/OFFICE SUPPLIES | 001-110-501.00 | Supplies | 9.72 | |
| | | | | | 001-301-501.00 | Supplies | 201.24 | |
| | | | | | 001-200-501.00 | Supplies | 19.99 | |
| DKT158180 | CLAIMANT SURVEILLANCE GROUP LLC | 03/02/2021 | 884 | BACKGROUND CHECKS -- ELECTION | 001-140-693.00 | Other - Elections | 105.00 | |
| | | | | CANDIDATS | | | | |
| DKT158181 | Coast Electric Power Association | 03/02/2021 | 001-FEB | CODH SEC LGTS | 001-301-630.00 | Utilities - Streetlights & Other | 7,871.43 | |
| | | | | | 001-301-630.00 | Utilities - Streetlights & Other | 1,188.84 | |
| | | | | DH DRIVE NORTH | 001-140-630.00 | Utilities - General | 2,538.69 | |
| | | | | | 001-301-630.00 | Utilities - Streetlights & Other | 5,249.10 | |
| | | | | DH CIR FRONT GATE | 001-301-630.00 | Utilities - Streetlights & Other | 79.49 | |
| | | | | ALAWAI AVE | 001-301-630.00 | Utilities - Streetlights & Other | 38.83 | |
| | | | | DH DRIVE NORTH SIGN | 001-140-630.00 | Utilities - General | 56.30 | |
| | | | | CITY HALL | 001-140-630.00 | Utilities - General | 39.23 | |
| | | | | BAND STAND | 001-301-630.00 | Utilities - Streetlights & Other | 49.74 | |
| | | | | DH DRIVE EAST | 001-301-630.00 | Utilities - Streetlights & Other | 38.13 | |
| | | | | MONTHLY ELECTRIC BILL | 001-301-630.00 | Utilities - Streetlights & Other | 292.42 | |
| | | | | | 001-301-630.00 | Utilities - Streetlights & Other | 53.19 | |
| | | | | | 001-301-630.00 | Utilities - Streetlights & Other | 41.04 | |
| | | | | | 001-301-630.00 | Utilities - Streetlights & Other | 1,324.24 | |
| | | | | FEB - 026 | 001-301-630.00 | Utilities - Streetlights & Other | 38.69 | |
| DKT158182 | Coastal Hydraulics and Supply LLC | 03/04/2021 | R21-029 | REPAIRS TO JCB BACKHOE | 001-301-635.00 | Professional Fees - R&M Outside Services | 550.52 | |
| | | | | | | | 550.52 | |

of Claims Register - Council

APPKT01426 - DOCKET 03.02.2021

Item No.22.

| Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|-----------|--------------------------------------|--------------|---------------------|--------------------------------|----------------|------------------------------------|-------------|----------------|
| 83 | Diamondhead True Value | 03/02/2021 | FEB, 2021 | HARDWARE SUPPLIES FOR | 001-301-502.00 | SMALL HAND TOOLS | 44.99 | 135.74 |
| | | | | | 001-301-501.00 | Supplies | 22.99 | |
| | | | | | 001-301-501.00 | Supplies | 4.29 | |
| | | | | | 001-301-501.00 | Supplies | 5.49 | |
| | | | | | 001-301-501.00 | Supplies | 11.99 | |
| | | | | | 001-301-502.00 | SMALL HAND TOOLS | 45.99 | |
| DKT158184 | Diamondhead Water and Sewer District | 03/02/2021 | 11-100020-01 - FEB | WATER | 001-140-630.00 | Utilities - General | 305.23 | 540.41 |
| | | | 11-100021-01-FEB | | 001-301-630.00 | Utilities - Streetlights & Other | 23.95 | |
| | | | 11-100170-01 -- FEB | | 001-301-630.00 | Utilities - Streetlights & Other | 61.68 | |
| | | | 11-100830-01 -- FEB | | 001-301-630.00 | Utilities - Streetlights & Other | 23.95 | |
| | | | 11-101120-01 -- FEB | | 001-301-630.00 | Utilities - Streetlights & Other | 125.60 | |
| DKT158185 | Diaz Brothers Printing | 03/02/2021 | 3636 | ALUMINUM SIGNS | 001-301-586.00 | Street Signs | 120.00 | 120.00 |
| DKT158186 | FBI-LEEDA Inc | 03/02/2021 | 200049666 | STAFF DEVELOPMENT TRAINING | 001-200-615.00 | Travel & Training | 350.00 | 350.00 |
| DKT158187 | Fuelman | 03/02/2021 | NP59618962 | FOR THE WEEK ENDING 02.14.2021 | 001-200-525.00 | Fuel | 571.16 | 28 |
| | | | NP59641078 | FOR THE WEEK ENDING 02.21.2021 | 001-200-525.00 | Fuel | 519.69 | |
| | | | | | 001-280-525.00 | Fuel | 32.43 | |
| DKT158188 | Hancock County Chamber of Commerce | 03/02/2021 | FEB, 2021 | ANNUAL DUES | 001-140-623.00 | Membership Dues/Fees | 6,000.00 | 6,000.00 |
| DKT158189 | Hancock County Sheriffs Office | 03/02/2021 | 2021-DH-001H | INMATE HOUSING FOR JANUARY | 001-200-689.00 | Prisoner's Expense | 120.00 | 33,670.29 |
| | | | 2021-DHLE-003 | INTERLOCAL AGREEMENT | 001-200-690.00 | Interlocal Agreement | 961.54 | |
| | | | | | 001-110-681.00 | Other Services & Charges | 345.40 | |
| | | | | | 001-200-690.00 | Interlocal Agreement | 32,243.35 | |
| DKT158190 | HOLIDAY CONSTRUCTION LLC | 03/02/2021 | 2344-R | DEBRIS REMOVAL -- HURRICANE | 001-301-683.00 | Professional Fees - Debris Removal | 1,484.67 | 708,011.21 |
| | | 03/04/2021 | 8 | | 001-301-683.00 | Professional Fees - Debris Removal | 369,108.53 | |
| | | | | | 001-301-683.00 | Professional Fees - Debris Removal | 337,418.01 | |
| DKT158191 | Law offices of Derek R Cusick PLLC | 03/02/2021 | 215 | GENERAL MATTERS -- FEBRUARY | 001-140-603.00 | Professional Fees - Legal | 7,468.75 | 11,500.00 |
| | | | 216 | PLANNING AND ZONING -- | 001-280-603.00 | Professional Fees - Legal | 937.50 | |
| | | | 217 | CITY PROSECUTOR -- FEBRUARY | 001-110-603.00 | Professional Fees - Legal | 3,000.00 | |
| | | | 218 | LONGANECKER VS CODH -- | 001-280-603.00 | Professional Fees - Legal | 93.75 | |

Item No.22.

of Claims Register - Council

| Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|-----------|-----------------------------|--------------|----------------|--|----------------|---|-------------|----------------|
| 92 | Lee Tractor | 03/02/2021 | PI01303 | V-BELT | 001-301-571.00 | Repairs & Maintenance - Equipment | 33.05 | 33.05 |
| DKT158193 | LEMONTREE ADAMS FLOWER SHOP | 03/02/2021 | 004295 | FLORAL ARRANGEMENT | 001-140-540.00 | Miscellaneous Supplies | 242.89 | 242.89 |
| DKT158194 | Lowes Home Improvement | 03/02/2021 | 92306 | PAINT AND SUPPLIES | 001-140-560.00 | Repairs & Maintenance - Building | 28.46 | 233.53 |
| | | | | | 001-140-560.00 | Repairs & Maintenance - Building | 13.28 | |
| | | | | | 001-140-560.00 | Repairs & Maintenance - Building | 30.39 | |
| | | | | | 001-140-560.00 | Repairs & Maintenance - Building | 12.33 | |
| | | | | | 001-140-560.00 | Repairs & Maintenance - Building | 13.26 | |
| | | | | | 001-140-560.00 | Repairs & Maintenance - Building | 7.56 | |
| | | | | | 001-140-560.00 | Repairs & Maintenance - Building | 128.25 | |
| DKT158195 | Napa of Bay St Louis | 03/02/2021 | 278515 | BRAKE ROTOR AND PADS | 001-200-570.00 | Repairs & Maintenance - Vehicle | 273.13 | 653.07 |
| | | | | | 001-200-570.00 | Repairs & Maintenance - Vehicle | 194.52 | |
| | | | | | 001-200-570.00 | Repairs & Maintenance - Vehicle | 27.98 | |
| | | | | | 001-200-570.00 | Repairs & Maintenance - Vehicle | 34.78 | |
| | | | | | 001-200-570.00 | Repairs & Maintenance - Vehicle | 122.66 | |
| DKT158196 | Necaise and Company PLLC | 03/02/2021 | 11209 | Accounting Services Cost analysis Annual operating | 001-140-600.00 | Professional Fees - Accounting/Audit | 13,335.00 | 13,335.00 |
| DKT158197 | North Bay Auto | 03/02/2021 | FEB, 2021 | AUTO SERVICE FOR FEBRUARY | 001-200-635.00 | Professional Fees - R&M Outside Services | 55.72 | 176.56 |
| | | | | | 001-200-635.00 | Professional Fees - R&M Outside Services | 40.28 | |
| | | | | | 001-200-635.00 | Professional Fees - R&M Outside Services | 40.28 | |
| | | | | | 001-200-635.00 | Professional Fees - R&M Outside Services | 40.28 | |
| DKT158198 | Orion Planning and Design | 03/02/2021 | 3160 | Consulting services 25 yr Comp plan | 001-140-601.00 | Professional Fees - Consulting | 2,493.00 | 2,493.00 |
| DKT158199 | Petes Services | 03/02/2021 | 1529 | FILL SAND 60 YARDS | 001-301-583.00 | Gravel, Sand, Rip Rap | 520.00 | 520.00 |
| DKT158200 | Pickering Firm Inc | 03/04/2021 | 0088646 | Strategic Initiatives & Project Agreement | 001-301-601.00 | Professional Fees - Consulting | 386.25 | 30,428.75 |
| | | | | | 116-301-602.00 | Professional Fees - Engineering NRCs-Emer Water | 15,637.50 | |
| | | | | | 001-301-602.00 | Professional Fees - Engineering | 9,120.00 | |
| | | | | | 001-301-602.00 | Professional Fees - Engineering | 5,285.00 | |

of Claims Register - Council

APPKT01426 - DOCKET 03.02.2021

Item No.22.

| Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Line Amount | Payment Amount |
|-----------|-------------------------------------|--------------|-------------------|---|----------------|---|-------------|----------------|
| 201 | S&L Office Supplies | 03/02/2021 | 86045 | OFFICE SUPPLIES | 001-140-501.00 | Supplies | 13.89 | 289.71 |
| | | | | | 001-140-501.00 | Supplies | 13.31 | |
| | | | | | 001-280-501.00 | Office Supplies | 35.89 | |
| | | | | | 001-140-501.00 | Supplies | 11.64 | |
| | | | | | 001-140-501.00 | Supplies | 17.28 | |
| | | | | | 001-140-501.00 | Supplies | 197.70 | |
| DKT158202 | South MS Business Machines Gulfport | 03/02/2021 | 333768-MAR | PAYMENT 29 OF 60 | 001-280-642.00 | Rent - Copier | 281.28 | 1,201.25 |
| | | | 351616-MAR | PAYMENT 19 OF 24 | 001-140-642.00 | Rent - Copier | 42.07 | |
| | | | 351617-MAR | PAYMENT 20 OF 24 | 001-200-642.00 | Rent - Copier | 42.07 | |
| | | | 387538 | PER COPY CHARGE FOR FEBRUARY | 001-200-506.00 | Copier Usage/Maintenance | 78.37 | |
| | | | 387666 | PER COPY CHARGE FOR MARCH | 001-140-506.00 | Copier Usage/Maintenance | 98.90 | |
| | | | 387667 | PER COPY CHARGE FOR FEBRUARY | 001-301-506.00 | Copier Usage/Maintenance | 46.35 | |
| | | | 387668 | PER COPY CHARGE FOR FEBRUARY | 001-280-506.00 | Copier Usage/Maintenance | 91.21 | |
| | | | 387945 | PAYMENT 49 OF 60 | 001-140-506.00 | Copier Usage/Maintenance | 251.82 | |
| | | | AR295388-MAR | PAYMENT 47 OF 60 | 001-140-642.00 | Rent - Copier | 187.21 | |
| | | | AR298523-MAR | | 001-301-642.00 | Rent - Copier | 81.97 | |
| DKT158203 | TAYLOR POWER SYSTEMS INC | 03/02/2021 | 02693040 | ANNUAL SERVICE AGREEMENT | 001-140-635.00 | Professional Fees - Repair & Maint Outside Serv | 1,475.00 | 00 |
| DKT158204 | TETRA TECH INC | 03/02/2021 | 51702853 | DEBRIS MONITORING FOR HURRICANE ZETA | 001-301-683.00 | Professional Fees - Debris Removal | 108,342.38 | 38 |
| DKT158205 | UMB Card Services | 03/02/2021 | 24906410Y397ZA0RY | MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM | 001-140-623.00 | Membership Dues/Fees | 45.00 | 59.99 |
| DKT158206 | UniFirst Corporation | 03/02/2021 | 105 0924119 | UNIFORM RENTAL FOR THE WEEK ENDING 02.15.2021 | 001-301-535.00 | Uniforms | 129.47 | 271.84 |
| | | | 105 0925263 | UNIFORM RENTAL FOR THE WEEK ENDING 02/22/2021 | 001-301-535.00 | Uniforms | 142.37 | |
| DKT158207 | WageWorks | 03/02/2021 | 0121-DR42799 | COBRA PAYMENT FOR JANUARY | 001-140-625.00 | Insurance | 40.00 | 40.00 |

Item No.22.

of Claims Register - Council

APPKT01426 - DOCKET 03.02.2021

| Claim # | Vendor Name | Payable Date | Payable Number | Payable Description | Account Number | Account Name | Payment Amount |
|------------------------------|------------------|--------------|----------------|---------------------|----------------|--------------------------|-------------------|
| PO8 | Waste Management | 03/02/2021 | 0735896-4768-1 | DUMPMSTER RENTAL | 001-140-681.00 | Other Services & Charges | 59.23 |
| Total Claims: 31 | | | | | | | 59.23 |
| Total Payment Amount: | | | | | | | 943,174.01 |