



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

Tuesday, June 07, 2022

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation

Roll Call

Pledge of Allegiance

Confirm or Adjust Agenda Order

Presentation Agenda.

Council Comments.

- a. The next regularly scheduled City Council Meeting will be June 21, 2021 at 6:00 p.m. in Council Chambers located at 5000 Diamondhead Circle, Diamondhead, MS.
- b. City Hall will be closed Monday, July 4, 2022 in observance of the Independence Day.
- c. The City's July 4th Firework Display will be held at 9 p.m. Saturday July 2nd on the southside.
- d. COL (R) Robert P. Johnson, Jr. - Memorial Day Presentation
- e. Kyle Jones, Rostan Solutions - SWIFT Program
- f. Adam Breeerwood, Pearl River Community College - New Stennis Campus and CTAP Program
- g. Toni Grey - Diamondhead SPCA Update
- h. FY22 Year-end Projection - Jon McCraw, Comptroller
- i. General Obligation Bonds for Street Paving and Other Improvements - Mike Reso

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Approval of May 17, 2022 Regular Meeting Minutes.

Ordinances:

Resolutions:

2. **2022-198:** Motion to adopt Resolution 2022-037 thereby authorizing the employment of professionals (Butler Snow, LLP as Bond Counsel, Municipal Advisors of Mississippi, Inc. as Advisor, Law office of Derek Cusick as City Counsel and Crews & Associates as Underwriters) in connection

with the sale and issuance of General Obligation Bonds or to enter in loan or loans with the Mississippi Development Bank and for other related purposes.

3. **2022-199:** Motion to adopt Resolution 2022-038 thereby declaring intent to issue and sell General Obligation Bonds pursuant to the City Bond Act or issue and sell the bond to the Mississippi Development Bank either in an aggregate principal amount not to exceed \$6,000,000 and for other related purposes.
4. **2022-199:** Motion to adopt Resolution 2022-039 authorize application to the MS Department of Marine Resources FY24 Tidelands Fund in the amount of \$100,000 for a planning grant for Nature Trails and Education Center.
5. **2022-200:** Motion to adopt Resolution 2022-040 to the MS Department of Marine Resources for FY24 Tidelands funding in the amount of \$300,000 for Waterway Restoration at Noma Drive Waterfront Project.
6. **2022-202:** Motion adopt Resolution 2022-041 to acquire by donation certain real property from the Diamondhead Water & Sewer District located within the City Right-of-Way Acquisition and Roadway Construction.
7. **2022-203:** Motion to adopt Resolution 2022-042 thereby abandoning a 5' drainage/utility easement on each side of the common property line between Lots 7 and 53, Diamondhead Phase 2, Unit 4A, Block 11 for the purposes of constructing an accessory structure. The physical address is 9542 Laa La Place; parcel numbers are 067F-2-26-064.000 and 067F-2-26-066.000. (Turner)
8. **2022-203:** Motion to adopt Resolution 2022-043 thereby appointing Ginger Cook (Ward 3) to serve as Planning & Zoning Commissioner to fill an unexpired term expiring March 2023.
9. **2022-204:** Motion to adopt Resolution 2022-044 thereby appointing Kristy Nicaud (Ward 2) to serve Planning & Zoning Commissioner to fill a vacancy for 3-year term expiring March 2025.

Consent Agenda:

10. **2022-183:** Motion to approve Barbecue Competitors Alliance (BCA) Sanctioning Fee in the amount of \$60 for the 2022 Diamondhead Festival BBQ Competition and to enter into agreement with event coordinators to include travel reimbursement and other fees.
11. **2022-184:** Motion to approve payments to Pickering Firm in the amount of \$12,227.50 for Ahui Drainage Improvements, \$1,140.00 for Strategic Initiatives & Project Agreement, \$750.75 for Makiki Drive and Kui Place.
12. **2022-185:** Motion to approve Pay Application 2 in the amount of \$121,594.94 to Moran Hauling, Inc. for East Aloha Improvements Phase 1.
13. **2022-186:** Motion to accept the Memorandum of Agreement with MDOT for East Aloha Improvements Phase 2 and authorize City Manager Reso to execute same.
14. **2022-187:** Motion to approve Master Service Agreement Work Assignment with Machado Patano in the amount of \$5,000 for drainage analysis with preliminary engineering/cost estimating for Diamondhead Drive East near Aukai Place identified as #3.05 in the Hancock County Watershed-Based Stormwater Assessment and Management Plan, December 2019 by Waggoner Engineering.
15. **2022-188:** Motion to approve Master Service Agreement Work Assignment with Machado Patano in the amount of \$8,000 for Hilo Way to Hapuna Place identified as #3.06 in the Hancock County

Watershed-Based Stormwater Assessment and Management Plan, December 2019 by Waggoner Engineering.

- 16.** **2022-190:** Motion to approve Master Service Agreement Work Assignment with Machado Patano in the amount of \$7,500 for drainage analysis with preliminary engineering/cost estimating for Hilo Way West identified as #3.22 in the Hancock County Watershed-Based Stormwater Assessment and Management Plan, December 2019 by Waggoner Engineering.
- 17.** **2022-187:** Motion to approve Master Service Agreement Work Assignment with Machado Patano in the amount of \$7,500 for drainage analysis with preliminary engineering/cost estimating for Hilo Way to Koko Street identified as #3.23 in the Hancock County Watershed-Based Stormwater Assessment and Management Plan, December 2019 by Waggoner Engineering.
- 18.** **2022-194:** Motion to advertise for bids for the dredging Diamondhead Dr. East Retention Pond Project #3.24 and Lilly Pond Dredging Project #5.09 as identified in the Hancock County Watershed-Based Stormwater Assessment and Management Plan, December 2019 by Waggoner Engineering.
- 19.** **2022-196:** Motion to authorize the City Manager to work with MEMA and FEMA to determine if SWIFT Pilot Program would benefit repetitive loss property owners.
- 20.** **2022-197:** Motion to authorize participation in the PetSafe "Bark for Your Dog Park" competition.
- 21.** **2022-205:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$5,930 for E. Aloha Improvements Phase 1 Redesign and in the amount of \$3,729.65 Bayou Drive Kayak Launch Improvements.
- 22.** **2022-208:** Motion to authorize the filing an LLC Certificate of Formation for Diamondhead Main Street Association with \$50 filing fee and further to authorize a \$1,000 allocation to the association.
- 23.** **2022-209:** Motion to accept and award the low bid received for Makiki Drive Culvert Replacement to J&A Excavation, Inc. in the amount of \$138,945.00 and further to authorize the City Manager to issue Notice to Proceed and execute contract for same.
- 24.** **2022-210:** Motion to approve Master Service Agreement Work Assignment in the amount of \$24,500 for Crops permitting, coordination, surveying and testing for the Noma Drive Water Front dredging project (Tidelands).
- 25.** **2022-211:** Motion to approve Master Service Agreement Work Assignment in the amount of \$5,500 with Covington Civil & Environmental to amend the Subdivision Regulations.
- 26.** **2022-212:** Motion to approve payments to Covington Civil & Environmental in the amount of \$19,294.00 for Commercial District Transformation Project and in the amount of \$14,718.00 for Stormwater Master Plan - Watershed A Phase II.
- 27.** **2022-213:** Motion to approve payment to Compton Engineering in the amount of \$5,617.50 for Anahola & Hana Place Drainage Project.

Action Agenda.

- 28.** **2022-206:** Motion to concur with the Planning Commission recommendation to deny Taco Bell's request for a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a

monument sign within 0' of the property line; to deny the request for the west facing tower sign; and to approve the request to allow wall mounted signs on the south facing side of the building. The case file number is 202200200.

Routine Agenda.

Claims Payable

- [29.](#) Motion to approve the Docket of Claims (Claims DKT159631 - DKT159690) in the amount of \$387,438.35.

Department Reports

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



Mayor Depreo	At	Item No. 1.
Councilmember Maher		
Councilmember Finley		Ward 1
Councilmember Liese		Ward 2
Councilmember Cumberland		Ward 3
Councilmember Clark		Ward 4

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, May 17, 2022
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

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

Invocation

Councilmember Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 4 Clark to amend the agenda with following addition and to approve as amended:

13. a. **2022-182:** Motion to approve Work Assignment with Digital Engineering for Beau Vue Phase II in the amount of \$1,845.00 for additional topographical survey related to drainage improvements.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular City Council Meeting will be held June 7, 2022 in Council Chambers at City Hall 5000 Diamondhead Circle.
2. The City will be hosting Senior Fair to be held May 20, 2022 beginning at 9:00 a.m.

City Manager's Report.

1. Digital Engineering Work Assignment – I am asking for authorization to sign a new work assignment with Digital for additional topographical survey work for the Beau Vue II drainage project.
2. Deed of Dedication of Easement – I am asking for authorization to sign the deed of dedication with Rouses and GEM City Properties for an easement on E. Aloha Drive to create a public driveway into the north shopping center.
3. RESTORE Projects in MS DEQ Portal – This agenda item is simply having the council ratify the existing projects that are submitted to the RESTORE project portal on behalf of the City of Diamondhead.
4. Hilo Way Drainage Project – There is a resolution on the agenda for this drainage project to simply have the council authorize the removal of landscape and driveway culverts on Hilo Way as part of this drainage project. This is needed to upsize the culvert size to increase capacity to prevent flooding. The city will be replacing the driveway culverts and driveways. However, the landscape culverts will not be replaced. This drainage easement will be returned to an open ditch with sod. The administration will be notifying resident impacted by this work.
5. Drainage Projects - As of now, it is looking like the city will have about \$8 million to spend on drainage projects. This includes \$2 million from ARPA (city funds); \$2 million from Hancock County matching funds; \$495K from GOMESA for the two ponds from FY21 legislative session; \$1.6 million for GOMESA for drainage from FY22 legislative session; and potentially \$2 million from State ARPA matching funds. We have engaged engineers for many of our projects, but we still have 7 projects that have not yet been assigned to an engineer to begin working on analysis, modeling, recommendation and cost estimates. I would like to recommend to the council at the next meeting 7 new work assignments to get our engineers working on the beginning phases of these drainage projects. This will allow us to identify the problems and solutions with a cost estimate. Then, the council can determine if we want to proceed with the permitting process, which is taking almost a year at this time. By doing this, it will give us shovel ready projects for future funding and will allow the council to prioritize the projects using the funds available. These funds must be spent by 2026 and projects must be identified by 2024. We know the problem areas in the city, and this gets us started on each of these. This does not include sub-basin A projects since Covington has that list included in their scope. That will come shortly when Covington presents a list of projects for that area of the city.
6. Paving on Diamondhead Drive – Over the last several years, the administration has tried to find a way to pave the 7-mile loop of Diamondhead Drive. This is a major connector street in the city, and it is also two lanes and a boulevard, which means it requires about 86K feet of paving. This is estimated to cost about \$5.5 million. The city has been receiving a new stream of income from the internet sales tax and is required to spend this on infrastructure improvements, such as street paving. Many cities have leveraged this new income to use a bond to complete much needed work. Our income is projected to be about \$550K annually from this source. I would like to bring in some advisors to the next meeting to talk with the council about potentially using this internet sales tax for a bond payment to pave Diamondhead Drive loop, Bayou Drive and Gex Drive and to add a protected bike lane on Diamondhead Drive. Working with advisors does not obligate the

city to any fees unless the city actually secures a bond. I distributed a map to the council, so you can see the roads in question.

Public Comments on Agenda Items - None.

Policy Agenda.

Minutes:

1. Motion to approve the April 28, 2022 Special Called Meeting Minutes

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve the April 28, 2022 Special Called Meeting Minutes.

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

Voting Abstaining: Ward 2 Liese, Ward 3 Cumberland

MOTION CARRIED

2. Motion to approve the May 3, 2022 Regular Meeting Minutes.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the May 3, 2022 Regular Meeting Minutes.

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

Voting Abstaining: Ward 2 Liese, Ward 3 Cumberland

MOTION CARRIED

Resolutions:

3. **2022-171:** Motion to adopt Resolution 2022-037 thereby appointing Mayor Depreo - Voting Delegate and Councilmember Clark - First Alternate for the 2022 Mississippi Municipal League.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Cumberland to adopt Resolution 2022-037 thereby appointing Mayor Depreo - Voting Delegate and Councilmember Clark - First Alternate for the 2022 Mississippi Municipal League.

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

MOTION CARRIED UNANIMOUSLY

4. **2022-076:** Motion to adopt Resolution 2022-038 regarding the removal of landscape culverts and driveway culverts on Hilo Way as part of drainage improvement project and for other related matters.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to adopt Resolution 2022-038 regarding the removal of landscape culverts and driveway culverts on Hilo Way as part of drainage improvement project and for other related matters.

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

MOTION CARRIED UNANIMOUSLY

At 6:21 p.m. Councilmember Clark exited Council Chambers and was recused from the meeting proceedings.

5. **2022-177:** Motion to adopt Resolution 2022-039 thereby accepting Deeds of Dedication granting easements associated with the East Aloha Improvement Project from Rouse Land Company, LLC and GEM City Properties and for other related purposes.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Liese to adopt Resolution 2022-039 thereby accepting Deeds of Dedication granting easements associated with the East Aloha Improvement Project from Rouse Land Company, LLC and GEM City Properties and for other related purposes.

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

MOTION CARRIED

At 6:22 p.m. Councilmember Clark reentered Council Chambers and resumed participation in the meeting proceedings.

6. **2022-178:** Motion to adopt Resolution 2022-040 thereby appointing Mike Bennett (Ward 1) to the Planning & Zoning Commission to fill an unexpired term expiring March 2024.

Motion made by Ward 2 Liese, Seconded by Ward 3 Cumberland to adopt Resolution 2022-040 thereby appointing Mike Bennett (Ward 1) to the Planning & Zoning Commission to fill an unexpired term expiring March 2024.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to approve the following agenda items by consent:

7. **2022-170:** Motion to approve payments to Digital Engineering for Paving Phase 4 in the amount of \$15,375.00, Beau Vue Phase 2 in the amount of \$4,278.75 and GIS Maintenance in the amount of \$290.00.
8. **2022-172:** Motion to approve payment in the amount of \$11,200 to Rostan Solutions for Phase 2 of the Community Rating System.
9. **2022-173:** Motion to authorize compensation for three (3) additional days at \$85 per day (total eight (8) days each for Election Commissioners Boudreaux, Favre and Layel for services rendered relating to the May 10, 2022 Special Election.
10. **2022-174:** Motion to approve Budget Amendments 2022-034 thru 2022-38.
11. **2020-175:** Motion to approve to Machado Patano in the amount of \$471.25 and \$1,950. plan review services and \$1,366.25 for Hilo Way Drainage Project.
12. **2022-179:** Motion to approve the projects submitted to the Restoration Project Portal with Mississippi Department of Environmental Quality (MDEQ) on behalf of the City of Diamondhead.

13. 2022-080: Motion to approve to advertise for Hilo Way Drainage Project.

13 a. 2022-182: Motion to approve Work Assignment with Digital Engineering for Beau Vue Phase II in the amount of \$1,845.00 for additional topographical survey related to drainage improvements.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

Routine Agenda.

Claims Payable

14. Motion to approve the Docket of Claims (DKT159582-DKT159630) in the amount of \$132,973.45.

Motion made by Ward 3 Cumberland, Seconded by Councilmember-At-Large Maher to approve the Docket of Claims (DKT159582-DKT159630) in the amount of \$132,973.45.

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

MOTION CARRIED UNANIMOUSLY

15. Motion to approve Payroll Payables DKT159567-DKT159581 in the amount of \$53,887.71, PRCLAIM000120 in the amount of \$2,606.08, PRCLAIM000121 in the amount of \$33,392.25 and PRCLAIM000122 in the amount of \$32,200.65.

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to approve Payroll Payables DKT159567-DKT159581 in the amount of \$53,887.71, PRCLAIM000120 in the amount of \$2,606.08, PRCLAIM000121 in the amount of \$33,392.25 and PRCLAIM000122 in the amount of \$32,200.65.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 1 Finley, Seconded by Ward 3 Cumberland to accept the following reports.

- a. Police Department
Code Enforcement
Privilege License
Building Department
- b. April 2022 Financials

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

Bill Atkinson - Traffic control and stop signs.

Adjourn.

At 6:28 p.m. and with no further business to come before the Council, motion made by Councilmember-At-Large Maher, Seconded by Ward 4 Clark to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

There came on for consideration the matter of providing financing for various capital improvements for the City of Diamondhead, Mississippi (the “City”), and after a discussion of the subject matter, Councilperson _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE SALE AND ISSUANCE BY SAID CITY OF EITHER GENERAL OBLIGATION BONDS OF SAID CITY, OR ISSUE A GENERAL OBLIGATION BOND OF SAID CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN OR LOANS WITH THE MISSISSIPPI DEVELOPMENT BANK; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City (the “Governing Body”), acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “City Bond Act”), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “Bank Act” and together with the City Bond Act, the “Act”), including funding capitalized interest, if applicable and paying the costs of borrowing (collectively, the “City Bond Project”); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Bank Act, and other applicable laws of the State of Mississippi (the “State”), to (a) issue general obligation bonds of the City to be sold to the Mississippi Development Bank (the “Bank”) to finance the costs of the City Bond Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the City Bond Project; and

WHEREAS, the City Bond Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, in connection with the execution and delivery of the documentation necessary to (a) issue general obligation bonds of the City (the “City Bonds”), (b) issue general obligation bonds of the City to be sold to the Bank (the “Bank Bonds”), or (c) to enter into a loan with the Bank to borrow money from the Bank (the “Loan”), all pursuant to the Act, the Governing Body now desires to engage Butler Snow LLP, Gulfport, Mississippi, as bond counsel (“Bond Counsel”), Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, as municipal advisor (“Municipal Advisor”), the Law Offices of Derek R. Cusick, PLLC, Gulfport, Mississippi, as counsel to the City (“City Counsel”) and Crew & Associates, Inc., Little Rock, Arkansas, as underwriter or placement agent for the Bonds (the “Underwriter” and, collectively with Bond Counsel, City Counsel and the Municipal Advisor, the “Professionals”), to prepare and distribute

such resolutions and documents necessary in order to facilitate the sale and issuance of the City Bonds, the Bank Bonds, or the Loan subject to the approval of the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the Professionals in connection with the issuance and sale of either the City Bonds, the Bank Bonds or the Loan in accordance with the Act.

SECTION 2. Butler Snow LLP, Gulfport, Mississippi, is hereby selected to serve as Bond Counsel to the City in connection with the sale and issuance of the City Bonds, the Bank Bonds, or the Loan. The terms of employment for Bond Counsel are set forth in the engagement letter (the “Engagement Letter”) attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The Engagement Letter and the execution thereof by the Mayor of the City (the “Mayor”), City Manager of the City (the “City Manager”) and the City Clerk of the City (the “City Clerk”) is hereby approved and authorized.

SECTION 3. Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, is hereby selected to serve as Municipal Advisor to the City in connection with the sale and issuance of the City Bonds, the Bank Bonds, or the Loan. The terms of employment for Municipal Advisor are set forth in the IRMA Letter (the “IRMA Letter”) attached hereto as **EXHIBIT B**. All provisions of the IRMA Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the extent as if separately set out verbatim herein. The IRMA Letter and the execution thereof by the Mayor, City Manager and the City Clerk is hereby approved and authorized.

SECTION 4. Law Offices of Derek R. Cusick, PLLC, Gulfport, Mississippi, is hereby selected to serve as counsel to the City in connection with the sale and issuance of the City Bonds, the Bank Bonds, or the Loan.

SECTION 5. Crews & Associates, Inc., Little Rock, Arkansas, is hereby selected as underwriter or placement agent in connection with the sale or placement of the Bonds. The City is hereby requested to execute the attached G-17 letter and IRMA letter (the “G-17/IRMA Letters”) each attached hereto as **EXHIBIT C**. The G-17 Letter/IRMA Letters and the execution thereof by the Mayor, City Manager and the City Clerk is hereby approved and authorized.

SECTION 6. The Mayor, City Manager, City Clerk and the Professionals are authorized to make application to the Bank to (a) issue general obligation bonds of the City to be sold to the Bank to finance the costs of the City Bond Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the City Bond Project.

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of

this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Councilperson _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Nancy Depreo	voted: ____
Councilperson Gerard Maher	voted: ____
Councilperson Shane Finley	voted: ____
Councilperson Anna Liese	voted: ____
Councilperson John Cumberland	voted: ____
Councilperson Charles S. Clark	voted: ____

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

(SEAL)

Nancy Depreo, Mayor
City of Diamondhead, Mississippi

ATTEST:

Jeannie Klein, City Clerk
City of Diamondhead, Mississippi

EXHIBIT A
ENGAGEMENT LETTER

EXHIBIT B
IRMA LETTER

EXHIBIT C
G-17/IRMA LETTERS

April 19, 2022

VIA EMAIL

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

Re: Diamondhead, Mississippi (the "City"), \$6,000,000 General Obligation Bonds,
Series 2022 (the "Bonds")

Dear Mayor & Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are being issued for the purpose of (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under Sections 21-33-301 et seq. and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (collectively, the "Project"), and the Bonds may be secured by the full faith and credit of the City, or as otherwise authorized by Mississippi (the "State") law and may be taxable or tax-exempt. It is also our understanding that the Bonds may be issued through the Mississippi Development Bank and sold at a negotiated sale.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bond and coordinate the authorization and execution of such documents;

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3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the Bond issue;

5. Pursue validation proceedings under State law;

6. If applicable, assist the City in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; and provided, that if we prepare an Official Statement then there will be a fee not to exceed \$3,000.00 in addition to the fee quoted below;

7. Assist the City in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds;

8. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds;
and

9. If applicable, draft the continuing disclosure undertaking of the City. However, based on our review and discussions with the City's municipal advisor, if it is determined that the City is not in compliance with any of its existing continuing disclosure undertakings, then with your permission, we will update said undertakings for a separate fee.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bond;

(g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bond, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for each series of the Bonds will not exceed one percent (1%) of the principal amount of the Bonds; plus any of the fees with respect to the preparation and distribution of the Official Statement described above in Paragraphs 6, if applicable; and plus expenses for each series of the Bonds in an amount not to exceed \$3,000 for items such as

travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

If the financing for the Bonds is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP



J. Troy Johnston

Enclosures

STATEMENT TO BE SIGNED BY CITY OF DIAMONDHEAD, MS:

The execution by me of the above Engagement Letter was authorized by Resolution of the City Council dated _____, 2022. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF DIAMONDHEAD, MS

By: _____
Michael Reso, City Manager

Date: _____

ENGAGEMENT LETTER FOR MUNICIPAL ADVISORY SERVICES

Municipal Advisors of Mississippi, Inc. (“**MUNICIPAL ADVISOR**”) appreciates the opportunity to serve as municipal advisor to the **CITY OF DIAMONDHEAD, MISSISSIPPI**, (“**Client**”). Upon your acceptance, this engagement letter (the “**Agreement**”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective as of the date this Agreement is executed by the Client (the “**Effective Date**”).

1. Scope of Services.

- (a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide services with respect to the issuances of municipal securities (“**Issues**”) set forth in the attached Appendix A, as amended or supplemented from time to time (the “**Scope of Services**”):
- (b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:
- (i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.
 - (ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
 - (iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
 - (iv) If Client has designated Municipal Advisor as its independent registered municipal advisor (“**IRMA**”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “**IRMA exemption**”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.
- (c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. **Municipal Advisor’s Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client’s determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a

reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Item No.2.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term of this Engagement.

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. Compensation.

(a) **Fees and expenses.** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth below:

Fees for this engagement shall be in an amount not to exceed 35 BASIS POINTS (.35%) of the PAR VALUE of the Issuance.

(b) **Limitation of liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. **Required Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.
6. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Mississippi.
7. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
8. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.
9. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or

unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstance shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Item No.2.

- 10. No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 11. Authority.** The undersigned represents and warrants that the undersigned has full legal authority to execute this Agreement on behalf of Client. The individuals set forth in the attached Appendix B, as amended from time to time, have the authority to direct Municipal Advisor's performance of its activities under this Agreement
- 12. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

MUNICIPAL ADVISORS OF MISSISSIPPI, INC.

By: 

Title: Chief Executive Officer/Municipal Advisor

Date: June 7th, 2022

ACCEPTED AND AGREED:

CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____

Title: _____

Date: _____

APPENDIX A - SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities checked below with respect to the planned issuance of Client's **\$6,000,000 (not to exceed) CITY OF DIAMONDHEAD GENERAL OBLIGATION BONDS, SERIES 2022** (the "Issue"). In addition, Municipal Advisor is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) described in this Appendix A.

Municipal Advisor shall undertake the following activities for or on behalf of Client with respect to the Issue in carrying out this engagement, as directed by Client:

A. New Issues. Provide the following services with respect to Client's new Issue:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Evaluate options or alternatives with respect to the proposed new Issue | <input type="checkbox"/> Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent |
| <input checked="" type="checkbox"/> Review recommendations made by other parties to Client with respect to the new Issue | <input checked="" type="checkbox"/> In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder |
| <input checked="" type="checkbox"/> Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue | <input checked="" type="checkbox"/> In a negotiated sale, assist Client in the selection of underwriters |
| <input checked="" type="checkbox"/> Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans | <input type="checkbox"/> At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients |
| <input checked="" type="checkbox"/> Assist Client in establishing a plan of financing | <input type="checkbox"/> In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase |
| <input checked="" type="checkbox"/> Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue | <input checked="" type="checkbox"/> Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters |
| <input type="checkbox"/> Prepare the financing schedule | <input checked="" type="checkbox"/> Review required underwriter disclosures to Client |
| <input checked="" type="checkbox"/> Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum | <input checked="" type="checkbox"/> Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue |
| <input checked="" type="checkbox"/> Consult and meet with representatives of Client and its agents or consultants with respect to the Issue | <input checked="" type="checkbox"/> Respond to questions from bidders, underwriters or potential investors |
| <input checked="" type="checkbox"/> Attend meetings of Client's governing body, as requested | <input checked="" type="checkbox"/> Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers |
| <input checked="" type="checkbox"/> Advise Client on the manner of sale of the Issue | <input checked="" type="checkbox"/> Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue |
| <input checked="" type="checkbox"/> Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement | <input checked="" type="checkbox"/> Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds |
| <input type="checkbox"/> If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter | <input type="checkbox"/> Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service |
| <input checked="" type="checkbox"/> If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement | |
| <input type="checkbox"/> Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue | |

☒ Provide such other usual and customary financial advisory services as may be requested by Client

B. Limited IRMA Extension of Scope of Services for Certain Third-Party Recommendations. In addition to the review of recommendations made by other parties as provided for elsewhere in this Appendix A, provide the following services as Client's designated independent registered municipal advisor with regard to the following limited matters:

- ☒ Review recommendations made by other parties to Client with respect to any actual or potential issuance of municipal securities by Client other than an Issue as defined in this Appendix A; provided that the review of a third-party recommendation relating to a particular actual or potential issuance of municipal securities not otherwise considered an Issue under this Appendix A shall not result in the Scope of Services being expanded to include all actual or potential issuances of municipal securities that are not otherwise considered Issues hereunder
- ☐ Review recommendations made by other parties to Client with respect to any actual or potential municipal financial product of Client other than a Product as defined in this Appendix A; provided that the review of a third-party recommendation relating to a particular actual or potential municipal financial product not otherwise considered a Product under this Appendix A shall not result in the Scope of Services being expanded to include all actual or potential municipal financial products that are not otherwise considered Products hereunder

APPENDIX B - AUTHORIZED PARTIES

Enter the name, title, phone number and e-mail address of each person who is authorized to direct the firm's activities as municipal advisor under the engagement.

1. Michael Reso City Manager
 Name Title
228-222-4626 mreso@diamondhead.ms.gov
 Work Phone Email Address

2. Jeannie Klein City Clerk
 Name Title
228-222-4626 jklein@diamondhead.ms.gov
 Work Phone Email Address

3. _____
 Name Title

 Work Phone Email Address

4. _____
 Name Title

 Work Phone Email Address

5. _____
 Name Title

 Work Phone Email Address

6. _____
 Name Title

 Work Phone Email Address

DISCLOSURE STATEMENT MUNICIPAL ADVISORS OF MISSISSIPPI, INC.

This Disclosure Statement is provided by Municipal Advisors of Mississippi, Inc. (“MAofMS”) to the **CITY OF DIAMONDHEAD, MISSISSIPPI (“Client”)** in connection with the Municipal Advisor Engagement Letter dated **June 7th, 2022** (the “**Agreement**”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of MAofMS required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

DISCLOSURES OF CONFLICTS OF INTEREST

MAofMS hereby makes the disclosures set forth below with respect to material conflicts of interest in connection with performance of the Scope of Services under the Agreement, together, if applicable, with explanations of how MAofMS addresses or intends to manage or mitigate each conflict.

- | | Potential
Conflict |
|--|-------------------------------------|
| (a) Except for those marked as potential conflicts, none of the following entities have provided any advice, services, or products to or on behalf of Client that are directly related to the Scope of Services to be performed by MAofMS, including advice with respect to the structure, timing, terms, and other similar matters concerning municipal financial products or issues: | |
| ▶ Southern Mississippi Planning & Development District (“SMPDD”)* | <input type="checkbox"/> |
| ▶ Southern Mississippi Investment Corporation | <input type="checkbox"/> |
| (b) Unless the potential conflict box is checked, MAofMS has not made any payments, directly or indirectly, to obtain or retain its engagement to perform municipal advisory activities for Client. | <input type="checkbox"/> |
| (c) Unless the potential conflict box is checked, MAofMS has not accepted any payments from any third parties to enlist its recommendation to Client of its services, any municipal securities transaction, or any municipal financial product. | <input type="checkbox"/> |
| (d) Unless the potential conflict box is checked, MAofMS does not maintain any fee-splitting arrangements with any provider of investments or services to Client. | <input type="checkbox"/> |
| (e) If the potential conflict box is not checked, MAofMS is not aware, after reasonable inquiry, of any other actual or potential conflicts of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of Client in accordance with the standards of conduct of described in MSRB Rule G-42(a). | <input checked="" type="checkbox"/> |

* MAofMS is a wholly owned subsidiary of SMPDD. Fifteen counties in Southern Mississippi pay dues to SMPDD and representatives of each sit on its board. Member municipalities do not pay dues to SMPDD. Current board members are listed in the attached Disclosure Schedule.

Please refer to the attached Disclosure Schedule, which is incorporated into and made part of this Disclosure Statement, for explanations as to how MAofMS addresses or intends to manage or mitigate conflicts related to its compensation structure and any additional potential conflicts identified above.

DISCLOSURES OF LEGAL AND DISCIPLINARY EVENTS

There are no legal or disciplinary events material to Client’s evaluation of MAofMS or the integrity of MAofMS’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC. There have been no material changes to such information made to any such Form MA or Form MA-I since the dates on which they were initially filed with the SEC.

DISCLOSURE SCHEDULE

This Disclosure Schedule is provided by MAofMS to Client as part of the Disclosure Statement and describes how MAofMS addresses or intends to manage or mitigate the material conflicts identified thereon.

As general mitigations of the conflicts identified on the Disclosure Statement, MAofMS mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates MAofMS to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to MAofMS's financial or other interests. MAofMS's municipal advisory supervisory structure provides strong safeguards against individual representatives of MAofMS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict identified on the Disclosure Statement.

SMPDD assists 15 counties and 38 municipal governments in the geographic service area encompassing Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone and Wayne Counties.

SMPDD Board of Directors			
President	Lynn Cartledge, Forrest County Workforce Private Sector Representative		
1st Vice President	Calvin C. Newsom, Marion County Board of Supervisors		
2nd Vice President	David Hogan, Forrest County Board of Supervisors		
Treasurer	Bobby R. Bolton, Perry County Board of Supervisors		
Secretary	Scott Strickland, Stone County Workforce Private Sector Rep.		
General Counsel	Hugh Keating		
Board Member	Affiliation	Board Member	Affiliation
Sterling Craft	Covington County Board of Supervisors	Dr. Jesse Smith	Jones County Comm. College, President
Roderick (Rod) Woullard	Forrest County Minority Rep.	Mitch Brent	Lamar County Board of Supervisors
Tommy Dews	Forrest County Private Sector Rep.	Phillip Carlisle	Lamar County Private Sector Rep
Larry McDonald	George County Board of Supervisors	Sedgie Foxworth	Marion County, Private Sector Rep.
Wayne Barrow	Greene County Board of Supervisors	Billy Hewes	Mayor, City of Gulfport
Darrin "Bo" Ladner	Hancock County Board of Supervisors	Jim Luke	Mayor, City of Picayune
Beverly Martin	Harrison County Board of Supervisors	Richard Hux	Mayor, Town of Seminary
John Johnson	Harrison County Minority Rep.	Donald Hart	Pearl River County Board of Supervisors
Eric Chambless	Harrison County Private Sector Rep.	Patrick Lee	Pearl River County Board of Supervisors
Troy Ross	Jackson County Board of Supervisors	Larry Bolton	Perry County Minority Rep.
Marshall Eleuterius	Jackson County Private Sector Rep.	Paul Walley	Perry County Private Sector Rep.
Demarrrio Booth	Jefferson Davis County Minority Rep.	Lance Pearson	Stone County Board of Supervisors
Bobby Rushing	Jefferson Davis County Board of Supervisors	Jerry Hutto	Wayne County Board of Supervisors
David Scruggs	Jones County Board of Supervisors	Steve Seymour	Workforce Private Sector Rep.
		Ray Wesson	Workforce Private Sector Rep

Compensation-Based Conflicts

The fees due under the Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for MAofMS to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

(a) Affiliate Conflict. – NOT APPLICABLE

The affiliate of MAofMS identified on the Disclosure Statement (the “Affiliate”), has or is expected to provide certain [advice/services/products] to or on behalf of Client that is directly related to Municipal Advisor’s activities within the Scope of Services under the Agreement. In particular, [INSERT BRIEF DESCRIPTION].

Affiliate’s business with Client could create an incentive for MAofMS to recommend to Client a course of action designed to increase the level of Client’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Client’s business activities with the Affiliate.

In addition to the general mitigations described above, this conflict of interest is mitigated [in part by the fact that Client had already engaged Affiliate prior to engaging MAofMS, and therefore MAofMS did not influence this decision. In addition, in the event that MAofMS makes a recommendation to Client that could influence the level of business with Affiliate, MAofMS will consider alternatives to such recommendation, which will be disclosed to Client along with the impact that the recommendation and its alternatives would have on the business activities of Client with the Affiliate.] Furthermore, this potential conflict is mitigated by the fact that Affiliate is subject to its own comprehensive regulatory regime as a [] under the applicable [federal securities/banking laws] under which they operate.

(b) Payments to be Retained. NOT APPLICABLE

MAofMS has paid [], a municipal advisor registered under the Securities Exchange Act (the “Solicitor”), to solicit Client to [obtain/retain] Client’s municipal advisory business under this Agreement. Such payment could create an incentive for the Solicitor to make a biased recommendation of MAofMS to Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such payment, in that knowledge of such payment can be considered by Client in determining whether the solicitation by the Solicitor was potentially biased by such payment. Furthermore, this potential conflict is mitigated by the fact that the Solicitor is subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

(c) Payments from Third Parties for Recommendations. NOT APPLICABLE

MAofMS has received a payment from [] (the “Recommended Third-Party”) to recommend the Recommended Third-Party to Client to provide [] services to Client. Such payment could create an incentive for MAofMS to make a biased recommendation of the Recommended Third-Party to Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such payment, in that knowledge of such payment can be considered by Client in determining whether the recommendation by MAofMS of the Recommended Third-Party was potentially biased by such payment. Furthermore, this potential conflict is mitigated by the fact that such recommendation is subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

(d) Fee-Splitting Arrangements. NOT APPLICABLE

[At the direction of Client,] MAofMS has paid a portion of the fee it has received from Client for services under this Agreement to [] (the “Third-Party”) in connection with [] services provided by Third-Party to Client]

[MAofMS has received payment from [] (the “Third-Party”) in connection with its [] services provided to Client].

Such fee-splitting could result in divided loyalties of MAofMS and the Third-Party. In addition to the general mitigations described above, this conflict of interest is mitigated by [the fact that Client directed the fee-splitting arrangement, thereby obviating the potential for the payment to influence either party’s loyalty. The conflict is further mitigated by] the disclosure to Client of such payment, in that knowledge of such splitting of fees can be considered by Client in determining whether MAofMS or the Third-Party have competing loyalties to others besides Client. In addition, the mitigations described above with respect to Contingent Compensation also generally serve to mitigate this potential conflict of interest.

(e) Other Municipal Advisor or Underwriting Relationships

MAofMS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, MAofMS serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at

the time of the offering. In acting in the interests of its various clients, MAofMS could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair MAofMS's ability to fulfill its regulatory duties to Client.

Municipal Advisor Also Advising Conduit Borrower – NOT APPLICABLE

In addition to serving as municipal advisor to Client, MAofMS serves as municipal advisor to [REDACTED], which is a conduit borrower with respect to an Issue under this Agreement. Client and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. Such conflict is mitigated by [REDACTED].

Bond Referendum Contributions – NOT APPLICABLE

While we do not believe that the following create(s) a conflict of interest on the part of Municipal Advisor, we note that MAofMS has [made a contribution to a bond referendum campaign or provided in-kind election-related assistance to a bond referendum campaign and the campaign resulted in voter authorization for an Issue under this Agreement] [and/or] [made a contribution to a charitable organization at the request of personnel of Client] and/or [an associated person who serves as, or who has a family member who serves as, an officer, employee or official of Client]. Client may wish to consider any impact such circumstances may have on how it conducts its activities with MAofMS under this Agreement.

June 7, 2022

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

Re: **Preliminary Engagement Letter & Disclosures by Underwriter
Pursuant to MSRB Rules G-17 & G-23**

City of Diamondhead, MS
Special Obligation Bonds
Series 2022

Mr. Reso:

The Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”) enacted new regulations on the financial industry in July 2014. Under these regulations, Crews & Associates Inc. (“Crews”) is prevented from providing its clients certain information related to a municipal debt financing without first providing required disclosures and having acknowledgement of a preliminary engagement letter. As such, Crews provides the City of Diamondhead (“Issuer/Obligated Party”) this preliminary engagement letter and proposes to serve as underwriter in connection to the issuance of the above captioned debt (“Debt”). If engaged as underwriter by acknowledgement of this letter, Crews may provide advice concerning the structure, timing, terms, and other similar matters regarding the issuance of the Debt. **This preliminary engagement letter is subject to: formal approval by the appropriate boards and authorities; the finalized structure of the Debt; and the execution of a mutually agreed upon purchase agreement. This engagement letter is preliminary in nature, nonbinding, and may be terminated by the Issuer/Obligated Party or Crews at any time prior to the Debt being issued without any fees being owed by the Issuer/Obligated Party.**

The MSRB further requires Crews to provide you with certain disclosures, particularly in distinguishing our proposed role as underwriter in connection with the Debt, and therefore, not a financial advisor or municipal advisor. The primary role of an underwriter, as distinguished from a financial advisor or municipal advisor, is to purchase, or arrange for the placement of securities in an arm’s-length commercial transaction with an Issuer/Obligated Party.

I. Disclosures Concerning the Underwriter’s Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter’s primary role is to purchase the Debt with a view to distribution in an arm’s-length commercial transaction with the Issuer/Obligated Party. Underwriters have financial and other interests that differ from those of the Issuer/Obligated Party.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer/Obligated Party under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer/Obligated Party to the exclusion of their own financial or other interests.
- (iv) The underwriter has a duty to purchase debt from the Issuer/Obligated Party at a fair and reasonable price, but must balance that duty with its duty to sell the debt to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Debt in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of each transaction.

II. Disclosures Concerning the Underwriter’s Compensation:

The underwriter will be compensated by an underwriting fee or discount that will be set forth in the purchase agreement to be negotiated and entered into in connection with the issuance of the Debt. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Debt.

While this form of compensation is customary in the municipal securities market, it presents a possible conflict of interest since the underwriter may have an incentive to recommend to the Issuer/Obligated Party a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts Disclosures:

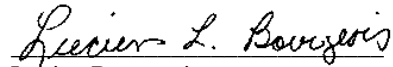
Crews has not identified any additional potential or actual material conflicts that require disclosure. However, if any conflict arises, additional disclosure will be made at that time.

IV. Disclosures Concerning Fixed Rate Municipal Securities Financing:

Crews anticipates the Issuer/Obligated Party to pursue a fixed rate financing structure. Therefore it has **attached** a description of the material financial characteristics of a fixed rate bond financing and a description of the material financial risks of the financing that are known or reasonably foreseeable at this time.

We are required to seek your acknowledgement of this letter. Accordingly, please send me an email to that effect, (via LBourgeois@CrewsFS.com) or sign and return the enclosed copy of this preliminary engagement letter to me at the address set forth below. It is our understanding that you have the authority, subject to the official approval by the appropriate Board or Committee, to execute this preliminary engagement letter with us and are not a party to any conflict of interest relating to the Debt. If our understanding is incorrect, or if you or any other parties have questions or concerns about these disclosures, please notify the undersigned immediately.

Sincerely,



Lucien Bourgeois
Crews & Associates, Inc.
521 President Clinton Ave., Ste. 800
Little Rock, AR 72201

ACKNOWLEDGED on this _____ day of _____ 2022 by
City of Diamondhead, MS
By:

Mr. Michael J. Reso, City Manager

ATTACHMENT**Fixed Rate Bonds**

The following is a general description of the material aspects and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds “General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of

revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

Issuer Default Risk You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to

invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description is only a brief summary of issues relating to tax compliance and is not intended as legal advice. You should consult with your bond counsel for further information regarding the tax implications of issuing the bonds.

Future Financing Risk and Covenant Compliance Your ability to issue additional bonds prior to maturity may be limited, depending on the terms of any financial covenants included in your financing plan. In the event you do not meet financial covenants in the future prior to maturity, such as debt service coverage ratios, you may be prohibited from issuing additional bonds under terms, conditions, or security that you might desire. In addition, you may be required to implement increases in fees charged to your customers in order to comply with the terms of specific rate covenants included in your financing plan.

This description is only a brief summary of issues relating to future financing risk and covenant compliance and is not intended as legal advice. You should consult with your bond counsel for further information regarding the covenants and other conditions of issuing the bonds and additional bonds.

There came on for consideration the matter of providing financing for various capital improvements for the City of Diamondhead, Mississippi, and after a discussion of the subject matter, Councilperson _____ offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY IN ACCORDANCE WITH SECTION 21-33-301 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED (THE "CITY BOND ACT"), ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, MAINTAINING, RECONSTRUCTING, IMPROVING, AND REPAIRING ROADS AND STREETS AND ACQUIRING RIGHTS-OF-WAY THEREFORE IF NECESSARY; (II) ERECTING, REPAIRING, IMPROVING, EXTENDING OR MAINTAINING WATERWORKS OR WATER DISTRIBUTION SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (III) ESTABLISHING ERECTING, REPAIRING, IMPROVING, EXTENDING OR MAINTAINING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; (IV) CONSTRUCTING, MAINTAINING, RECONSTRUCTING, IMPROVING, AND REPAIRING BRIDGES AND CULVERTS; AND (V) FOR PURPOSES AUTHORIZED BY SECTION 31-25-1 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED, (THE "BANK ACT" AND, TOGETHER WITH THE CITY BOND ACT, THE "ACT"), INCLUDING FUNDING CAPITALIZED INTEREST, IF NECESSARY, AND (VI) FOR OTHER AUTHORIZED PURPOSES UNDER THE ACT, INCLUDING PAYING FOR COSTS OF BORROWING (COLLECTIVELY, THE "CITY BOND PROJECT"); AND FOR RELATED PURPOSES.

WHEREAS, the City Council (the "Governing Body") of the City of Diamondhead, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary; (ii) erecting, repairing, improving, extending or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for purposes authorized by Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented, (the "Bank Act" and, together with the City Bond Act, the "Act"), including funding capitalized interest, if necessary, and (vi) for other authorized purposes under the Act, including paying for costs of borrowing (collectively, the "City Bond Project") and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Bank Act, and other applicable laws of the State, to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the City Bond Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the City Bond Project; and

WHEREAS, the City Bond Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City in a total aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the "Bonds"), (b) a general obligation bond of the City to be sold to the Bank in a total aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the "City Bond"), or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Six Million Dollars (\$6,000,000) (the "Loan"); and

WHEREAS, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was Ninety Four Million Nine Hundred Sixty Three Thousand Two Hundred Dollars (\$94,963,200), and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of Zero Dollars (\$0), and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of Zero (\$0); and

WHEREAS, the Bonds, the City Bond or the Loan, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since the date of this resolution; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the City Bond Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan; and

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes

herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to either (a) issue and sell the Bonds pursuant to the City Bond Act in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), (b) issue and sell the City Bond to the Bank pursuant to the Act in an aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), or (c) enter into the Loan with the Bank pursuant to the Act in a principal amount not to exceed Six Million Dollars (\$6,000,000).

SECTION 2. The Bonds or the City Bond will be issued, or the Loan will be entered into for the purpose of financing the City Bond Project, as authorized by the Act.

SECTION 3. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 5000 Diamondhead Circle, Diamondhead, Mississippi, at the hour of 6:00 o'clock p.m. on July 19, 2022, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before the aforesaid date and hour, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after July 19, 2022.

In full compliance with the City Bond Act, the City Clerk is hereby directed to (i) publish a copy of this resolution once a week for at least three (3) consecutive weeks in *The Sea Coast Echo*, a newspaper published in Bay St. Louis, Hancock County, Mississippi, and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date; and (ii) post a copy of this resolution in at least three (3) public places within the City for at least twenty-one (21) days prior to the date set forth in Section 4 of this resolution.

SECTION 5. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 6. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Six Million Dollars (\$6,000,000).

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Councilperson _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Nancy Depreo	voted: ____
Councilperson Gerard Maher	voted: ____
Councilperson Shane Finley	voted: ____
Councilperson Anna Liese	voted: ____
Councilperson John Cumberland	voted: ____
Councilperson Charles S. Clark	voted: ____

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

(SEAL)

Nancy Depreo, Mayor
City of Diamondhead, Mississippi

ATTEST:

Jeannie Klein, City Clerk
City of Diamondhead, Mississippi

PUBLISH: June 22, 2022, June 29, 2022, July 6, 2022 and July 13, 2022

RESOLUTION AUTHORIZING REQUEST TO THE DEPARTMENT OF MARINE RESOURCES FOR MISSISSIPPI TIDELANDS TRUST FUND FUNDING TO BE UTILIZED FOR PLANNING GRANT FOR NATURE TRAILS AND NATURE EDUCATION CENTER.

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

WHEREAS, the Mississippi Department of Marine Resources (the “MDMR”) is the administrator of the Mississippi Tidelands Trust Funds program, and is currently accepting grant application for FY24 Tidelands Funding; and

WHEREAS, it is in the best interest and betterment of the City to request Mississippi Tidelands Trust Funds planning grant for the development of a nature trail and nature education center; and

WHEREAS, the City, if awarded FY23 Mississippi Tidelands Funding Noma Drive in the requested amount of \$100,000 would be required to provide \$0 match funding.

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

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

SECTION TWO: The City Manager, is hereby authorized to request FY23 Mississippi Tidelands Grant Funds in the amount of \$100,000 and submit all required information to the Mississippi Department of Marine Resources for the planning grant for the development of a nature trail and nature education center.

SECTION THREE: The City Manager is hereby authorized to take any and all actions necessary to carry out the intent of this resolution and to provide any information to the Mississippi Department of Marine Resources in order to complete its review of the FY24 Mississippi Tidelands Grant Application.

SECTION FOUR: This Resolution shall take effect and be in force from and after adoption.
The above and foregoing resolution, after having been first reduced to writing, was introduced by

Councilmember _____, seconded by Councilmember _____ and the question being

put to a roll call vote, the result was as follows:

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

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

☐

Public Access

☒

Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

**1. Title of Project:** *red outlines indicate required fields*

Diamondhead Nature Trail and Nature Education Center Planning Phase

**6. Funding Requested:**

100000

**2. Location of Project:**

Diamondhead, MS

**7. Matching Funds:****8. Source of Matching Funds:****3. Requesting Agency:**

City of Diamondhead

**9. Total Project Funds:**

100000

4. Requesting Agency Representative:

a. Name: Michael Reso



b. Phone: (228) 222-4626



c. Fax: (228) 222-4390



d. Address: 5000 Diamondhead Circle, Diamondhead, MS 39525



e. Email: mreso@diamondhead.ms.gov

5. Project Manager:

a. Name: Jason Chiniche, P.E.



b. Phone: (228) 467-6755



c. Fax: (844) 273-1291



d. Address: 407 Hwy 90, Bay St. Louis, MS 39520



e. Email: jason@jjc-eng.com



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

PROJECT SUMMARY

? 10. Provide Brief Project Description/Overview:

The City of Diamondhead proposes to create five different nature trails throughout the city. In total, it would add 11 miles of multi-use trails to the city. Some of them will have pedestrian bridges and deck walks to provide access to low-lying areas where everyone can enjoy the full use of the area.

? 11. LIST Project Goals/Objectives:

- Allow visitors or residents of Diamondhead to enjoy the outdoors without disrupting the environment
- Visitors and residents will be able to see, feel, smell, and hear living examples of the natural history of the region
- Allow visitors and residents to exercise in the outdoors
- Allow for portions of the trails to be ADA compliant

? 12. LIST Project Benefits:

- Support communities and businesses through ecotourism
- Enhance property values of the communities by connecting them to open space areas
- Increasing the value of open space to the public by providing access
- Allowing passive recreational use and educational access to protected areas
- Reduce medical costs by encouraging exercise and other healthy outdoor activities
- It will make the city a more attractive place to live in
- Some portions will be ADA compliant to allow everyone the chance to enjoy the trails



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

PROJECT SUMMARY

? 13. LIST Project Tasks:

Preliminary Design
Conceptual Layout
Phasing
Construction Cost Estimate

? 14. Project Timetable/Milestones:

Preliminary Design - 2 months
Conceptual Layout - 2 months
Phasing - 1 month
Construction Cost Estimate - 1 month

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

N/A

? 16. Project Timing:



Short-term (3 years or less)



Deferred/long-term (3 – 5 years)



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

APPLICATION SUMMARY QUESTIONNAIRE

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

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

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

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

? 21. Will this project enhance an existing water-dependent activity? ☒ Yes ☐ No
Identify the activity:

Access to boating, fishing, skiing, kayaking, ecotourists

? 22. Does this project coordinate with other existing or planned projects? ☒ Yes ☐ No
Identify the project(s):

Noma Drive Boat Launch and Montjoy Creek Improvements

? 23. Will this project involve impacting, filling, or dredging coastal wetlands? ☐ Yes ☒ No
If yes, what acreage:

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

Local residents, tourists, nature enthusiasts, birders

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

Recreational fun and educational



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

APPLICATION SUMMARY QUESTIONNAIRE



26. Project Category:

(more than one may apply)

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



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

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

planning stage

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



28. Categorize the benefits from 12:

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



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

- ☐ Yes
- ☒ No

If yes, identify:



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

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



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

APPLICATION SUMMARY



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

The City of Diamondhead proposes to create five different nature trails throughout the city. In total, it would add 11 miles of multi-use trails to the city. Some of them will have pedestrian bridges and deck walks to provide access to low-lying areas where everyone can enjoy the full use of the area.

The projects goals are to allow visitors or residents of Diamondhead to enjoy the outdoors without disrupting the environment. Visitors and residents will be able to see, feel, smell, and hear living examples of the natural history of the region. The project will also allow visitors and residents to exercise in the outdoors and allow for portions of the trails to be ADA compliant.

There are several benefits to the proposed project. It will be able to support communities and businesses through ecotourism. It will enhance property values of the communities by connecting them to open space areas and making the city a more attractive place to live in. It will also increase the value of open space to the public by providing access to it. Thus, allowing passive recreational use and educational access to protected areas. Some portions of the trails will be ADA compliant to allow everyone the chance to enjoy them. The trails will also help reduce medical costs by encouraging exercise and other healthy outdoor activities.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

APPLICATION SUMMARY

32. Estimated number of years to completion:

1

33. Estimated Completion Date:

06/2024

34. Prioritize if your agency has submitted multiple projects

1

35. SIGNATURES

Project Manager:

Signature

Date

Requesting Agency Representative:

Signature

Date

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov



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****Before submitting application, please make sure to complete the Budget form on page 8.**



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	100000					\$ 100,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction						\$ 0.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000.00

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

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

LEGISLATIVE SUMMARY

1. Title of Project:

Diamondhead Nature Trail and Nature Education Center Planning Phase

2. Location of Project:

Diamondhead, MS

3. Requesting Agency:

City of Diamondhead

6. Funding Requested:

100000

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

100000

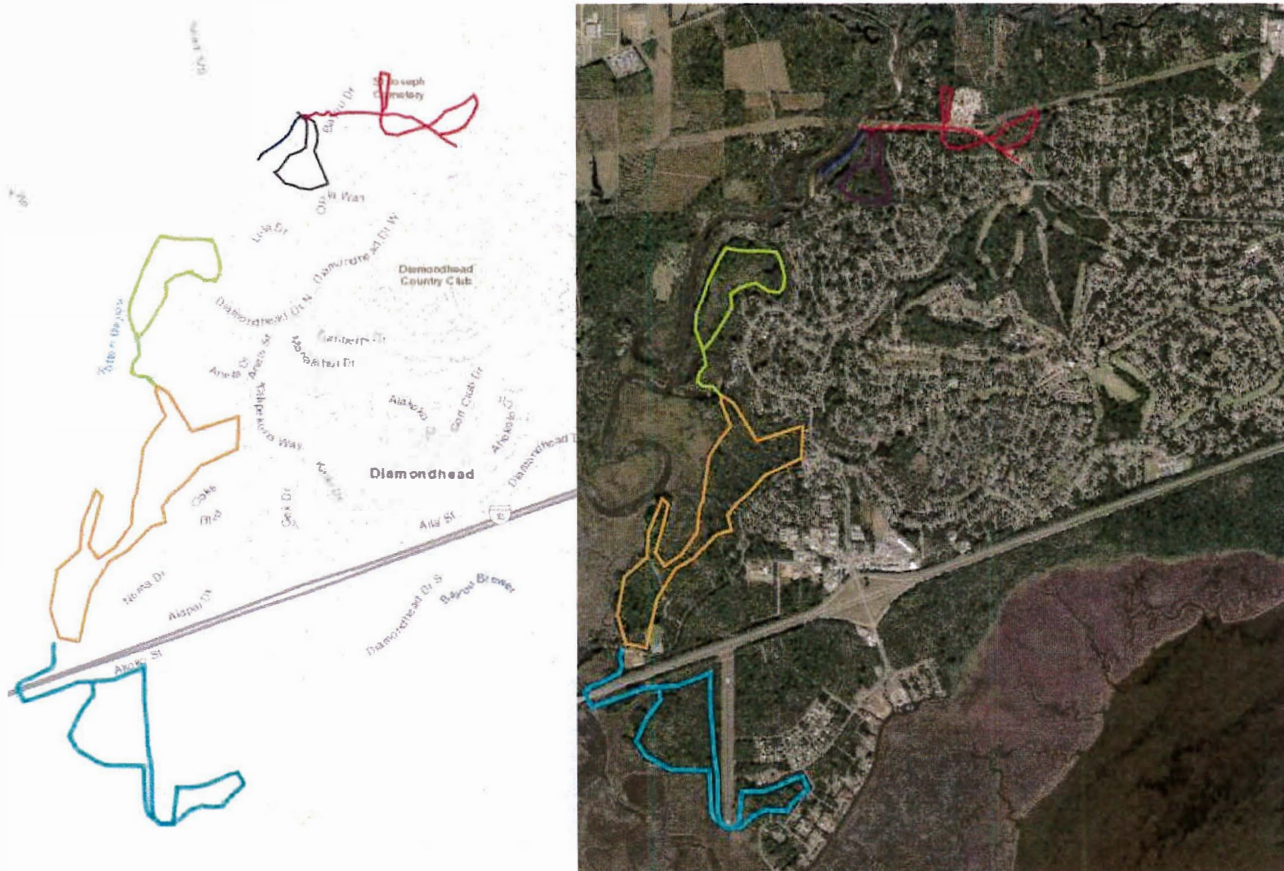
10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Diamondhead proposes to create five different nature trails throughout the city. In total, it would add 11 miles of multi-use trails to the city. Some of them will have pedestrian bridges and deck walks to provide access to low-lying areas where everyone can enjoy the full use of the area.

The projects goals are to allow visitors or residents of Diamondhead to enjoy the outdoors without disrupting the environment. Visitors and residents will be able to see, feel, smell, and hear living examples of the natural history of the region. The project will also allow visitors and residents to exercise in the outdoors and allow for portions of the trails to be ADA compliant.

There are several benefits to the proposed project. It will be able to support communities and businesses through ecotourism. It will enhance property values of the communities by connecting them to open space areas and making the city a more attractive place to live in. It will also increase the value of open space to the public by providing access to it. Thus, allowing passive recreational use and educational access to protected areas. Some portions of the trails will be ADA compliant to allow everyone the chance to enjoy them. The trails will also help reduce medical costs by encouraging exercise and other healthy outdoor activities.

Overview



Proposal would add 11 miles of multi-use trails within Diamondhead

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

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

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

WHEREAS, the Mississippi Department of Marine Resources (the “MDMR”) is the administrator of the Mississippi Tidelands Trust Funds program, and is currently accepting grant application for FY23 Tidelands Funding; and

WHEREAS, it is in the best interest of the City to request Mississippi Tidelands Trust Funds to support its Noma Drive Public Access Improvements for preservation, development and access to public waterways; and

WHEREAS, the City, if awarded FY23 Mississippi Tidelands Funding Noma Drive in the requested amount of \$400,000 would be required to provide \$0 match funding.

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

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

SECTION TWO: The City Manager, is hereby authorized to request FY23 Mississippi Tidelands Grant Funds in the amount of \$400,000 and submit all required information to the Mississippi Department of Marine Resources for the Noma Drive Noma Drive Public Access Improvements.

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

SECTION FOUR: This Resolution shall take effect and be in force from and after adoption.
The above and foregoing resolution, after having been first reduced to writing, was introduced by

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

	Aye	Nay	Absent
Mayor Depreo	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Morgan	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember L’Ecuyer	_____	_____	_____

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)



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024



Public Access



Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

**1. Title of Project:** *red outlines indicate required fields*

Dredging for Noma Drive Boat Ramp Access

**2. Location of Project:**

Waterway at the end of Noma Drive

**3. Requesting Agency:**

City of Diamondhead

**4. Requesting Agency Representative:**

a. Name: Michael Reso



b. Phone: (228) 222-4626



c. Fax: (228) 222-4390



d. Address: 5000 Diamondhead Circle, Diamondhead, MS 39525



e. Email: mreso@diamondhead.ms.gov

**5. Project Manager:**

a. Name: Jason Chiniche, P.E.



b. Phone: (228) 467-6755



c. Fax: (844) 273-1291



d. Address: 407 Hwy 90, Bay St. Louis, MS 39520



e. Email: jason@jjc-eng.com

**6. Funding Requested:**

300000

**7. Matching Funds:****8. Source of Matching Funds:****9. Total Project Funds:**

300000



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

PROJECT SUMMARY

? 10. Provide Brief Project Description/Overview:

The City of Diamondhead proposes to dredge the waterway to the entrance of Noma Drive Boat Launch area.

? 11. LIST Project Goals/Objectives:

Allow for safe passage for boats and kayaks to the boat launch area.

? 12. LIST Project Benefits:

- Clean the ecosystem
- Preserve aquatic life
- Increase recreational use and access to coastal water
- Provide safe docking
- Support business through tourism



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

PROJECT SUMMARY

? 13. LIST Project Tasks:

Preliminary Design
 Permitting
 Final Design
 Bid Phase
 Construction Phase

? 14. Project Timetable/Milestones:

Preliminary Design - 1 month
 Permitting - 6 months
 Final Design - 2 months
 Bid Phase - 1 month
 Construction Phase 6 months

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

N/A

? 16. Project Timing:



Short-term (3 years or less)



Deferred/long-term (3 – 5 years)



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

APPLICATION SUMMARY QUESTIONNAIRE

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

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

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

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

? 21. Will this project enhance an existing water-dependent activity? ☒ Yes ☐ No
Identify the activity:

boating, fishing, skiing, kayaking, ecotourism

? 22. Does this project coordinate with other existing or planned projects? ☒ Yes ☐ No
Identify the project(s):

Noma Drive Boat Launch and other improvements

? 23. Will this project involve impacting, filling, or dredging coastal wetlands? ☒ Yes ☐ No
If yes, what acreage:

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

local residents, tourists, fisherman, boaters, kayakers, nature enthusiasts

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

safe access to coastal waters



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

APPLICATION SUMMARY QUESTIONNAIRE



26. Project Category:

(more than one may apply)

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

Safety



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

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

planning stage

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



28. Categorize the benefits from 12:

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



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

- ☐ Yes
- ☒ No

If yes, identify:



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

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2024

APPLICATION SUMMARY



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

The City of Diamondhead proposes to dredge the waterway to the entrance of Noma Drive Boat Launch area. The goal of this proposed project is to allow for safe passage for boats and kayaks to the boat launch area. The benefits are to clean the ecosystem, preserve aquatic life, increase recreational use and access to coastal water, provide safe docking, and support businesses through tourism.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

APPLICATION SUMMARY

32. Estimated number of years to completion:

1

33. Estimated Completion Date:

06/2024

34. Prioritize if your agency has submitted multiple projects

2

35. SIGNATURES

Project Manager:

Signature

Date

Requesting Agency Representative:

Signature

Date

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov



ENHANCE * PROTECT * CONSERVE

****Before submitting application, please make sure to complete the Budget form on page 8.**



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	30000					\$ 30,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	270000					\$ 270,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 300,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 300,000.00

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

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2024

LEGISLATIVE SUMMARY

1. Title of Project:

Dredging for Noma Drive Boat Ramp Access

2. Location of Project:

Waterway at the end of Noma Drive

3. Requesting Agency:

City of Diamondhead

6. Funding Requested:

300000

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

300000

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

The City of Diamondhead proposes to dredge the waterway to the entrance of Noma Drive Boat Launch area. The goal of this proposed project is to allow for safe passage for boats and kayaks to the boat launch area. The benefits are to clean the ecosystem, preserve aquatic life, increase recreational use and access to coastal water, provide safe docking, and support businesses through tourism.

Dredging

for Noma Drive Back Access

Item No.5.

Noma Drive

Dredging

I-10

Google Earth

Page 64

1000 ft



Resolution # 2022- 041
Agenda Item: 2022-202

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 FOR RIGHT-OF-WAY ACQUISITION AND ROADWAY CONSTRUCTION

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 right-of-way acquisition and roadway construction purposes that is currently owned by several individuals.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Diamondhead Water & Sewer District has expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto collectively as Exhibit “A” to this resolution
4. The City is willing to accept the donation of the aforementioned property.

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

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

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
LAW OFFICES OF DEREK R. CUSICK, PLLC
1325 25TH AVENUE
POST OFFICE BOX 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

PART OF LOTS 7 AND 8, BLOCK 2,
DIAMONDHEAD SUBDIVISION
PHASE 3, UNIT 1, HANCOCK
COUNTY, MISSISSIPPI

GRANTOR'S ADDRESS:
DIAMONDHEAD WATER AND SEWER DISTRICT
4425 PARK TEN DRIVE
DIAMONDHEAD, MS 39525
()

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 _____,
2022, by and between DIAMONDHEAD WATER AND SEWER DISTRICT, GRANTOR,
and THE CITY OF DIAMONDHEAD, a municipality created and existing under the State
of Mississippi ("City"), GRANTEE.

****WITNESSETH****

WHEREAS, DIAMONDHEAD WATER AND SEWER DISTRICT wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

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

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

WHEREAS, on _____, the Governing Body of the DIAMONDHEAD WATER AND SEWER DISTRICT passed a resolution authorizing the dedication of the property 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, DIAMONDHEAD WATER AND SEWER DISTRICT hereby dedicates, grants, conveys, covenants and agrees as follows:

DEDICATION OF PROPERTY FOR PUBLIC RIGHT OF WAY

For and in consideration of the City accepting the property and maintaining a public street, DIAMONDHEAD WATER AND SEWER DISTRICT, being the sole owner of, and the only party having any interest in, the street, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a public street and right-of-way, the property described herein below and improvements thereon and appurtenances thereto. This dedication of the property is made without warranties of any kind.

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

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

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

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

Legal Description of the Property:

See attached Exhibit "A"- adopted herein by reference.

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

EXECUTED, this the ____ day of _____, 2022.

GRANTOR:

DIAMONDHEAD WATER AND SEWER DISTRICT

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that s/he is _____ of the DIAMONDHEAD WATER AND SEWER DISTRICT, and that in said 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 _____, 2022.

NOTARY PUBLIC

My Commission Expires:

GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____ who acknowledged that s/he is _____ of the City of Diamondhead, Mississippi, and that in said representative capacity s/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 _____, 2022.

NOTARY PUBLIC

My Commission Expires:

Resolution 2022-042
Agenda Item 2022-203

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5’ DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 7 and 53, DIAMONDHEAD PHASE 2, UNIT 4A, BLOCK 11 HANCOCK COUNTY LOCATED WITHIN THE CITY

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 currently has a 5’ drainage/utility easement on each side of the common property line between lots 7 and 53 Diamondhead Phase 2, Unit 4A, Block 11.
2. Shannon Turner is the owners of lots 7 and 53 Diamondhead Phase 2, Unit 4A, Block 11. The parcel numbers are 067F-2-26-064.000 and 067F-2-26-066.000. The physical street address is 9542 Laa La Place.
3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5’ drainage and utility easements on each side of the common property line between lots 7 and 53 Diamondhead Phase 2, Unit 4A, Block 11.

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

4. SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to lots 7 and 53 Diamondhead Phase 2, Unit 4A, Block 11, described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer District and CEPA do not have any objections.

SECTION 2. It is agreed and understood that Shannon Turner will be responsible for the filing of all necessary documents with the Chancery Clerk of Hancock County, Mississippi.

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

Resolution 2022-042
Agenda Item 2022-203

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

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Pat Rich

From: Shannon B. Turner <brelash@gmail.com>
Sent: Tuesday, May 3, 2022 8:13 AM
To: Pat Rich
Cc: Zach Turner
Subject: Turner//Easement abandonment

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

Hi, Mr. Pat,

It was nice to finally meet you and put a face to the voice on Friday. I appreciate you taking the time to talk to me and give some counsel on how to approach our plans for a storage area on our property.

As you requested, this is an email asking you to abandon the easement between our two properties that we consolidated:

Parcel (1): Lot, 53, Block 11, Unit 4A, Phase 2, Diamondhead Subdivision, Hancock County, Parcel Number 067F-2-26-066.000

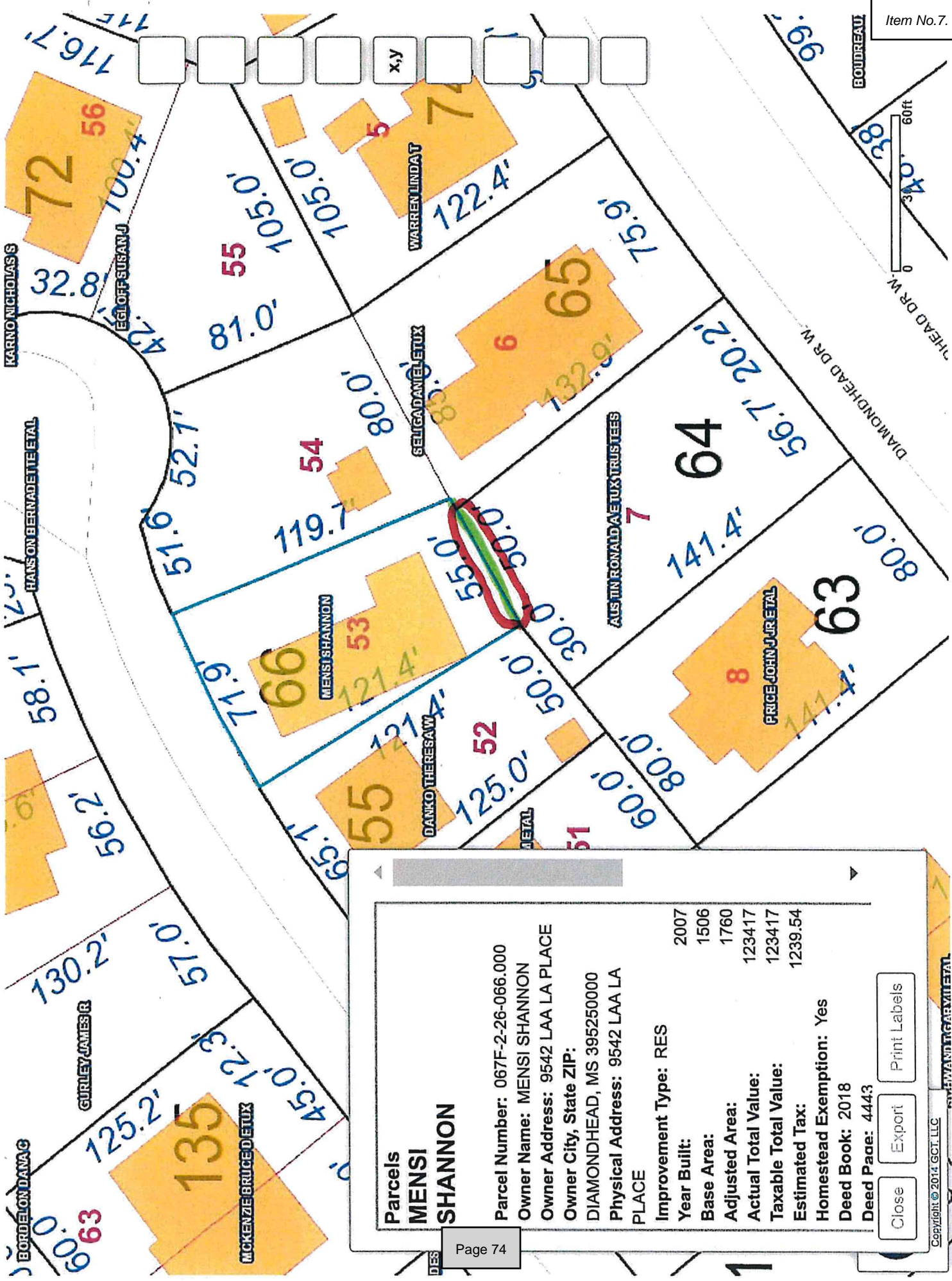
and

Parcel (2): Lot 7, Block 11, unit 4A, Diamondhead, Phase 2, Hancock County, Parcel Number 067F-2-26-064.000

Thanks again for your help. Unfortunately for you, I'll be back in contact when I encounter another issue related to the storage area that seems daunting. All the best!

Very Respectfully,
Shannon Turner

OK 5-4-22
[Signature]



Parcels

MENSI SHANNON

Parcel Number: 067F-2-26-066.000

Owner Name: MENSI SHANNON

Owner Address: 9542 LAA LA PLACE

Owner City, State ZIP: DIAMONDHEAD, MS 395250000

Physical Address: 9542 LAA LA PLACE

Improvement Type: RES

Year Built: 2007

Base Area: 1506

Adjusted Area: 1760

Actual Total Value: 123417

Taxable Total Value: 123417

Estimated Tax: 1239.54

Homestead Exemption: Yes

Deed Book: 2018

Deed Page: 4443

Close

Export

Print Labels

Post Office Box 2428
 Bay Saint Louis, MS 39521-2428
 Toll Free - 1.888.409.6651
 FAX - 228.466-6239

Jimmie Ladner, Jr.
Hancock County
Tax Assessor / Collector

Phone Numbers:
 COLLECTOR - 228.467.4425
 ASSESSOR - 228.467.5727
 APPRAISAL - 228.467.0130

PROPERTY OWNER
 PARCEL INFORMATION CHANGE REQUEST FORM

PARCEL NUMBER _____ CURRENT TAXES PAID YES _____ NO _____

Denied _____ Reason For Denial _____
 Approved _____

THIS IS NOT FOR PLANNING & ZONING PURPOSES
CHECK WITH YOUR PROPER ZONING AUTHORITY

Reason For Change: _____

☒ Parcel Combination
 Combine With Parcel Number 067F-2-26-066.006 9542 Laala Plac

Parcels To Be Deleted 067F-2-26-064.000 Not assigned

☐ Parcel Split
 Parent Parcel Number _____
 Split Into _____ Parcels

☐ Billing Address Change
 New Address _____

I SHANNON B TURNER request the above changes be made to the above
 Parcel Number (s).

Signature: SB Turner Date: 28 APRIL 2022
 Phone: 601-337-4002

2021 11081
Recorded in the Above
Deed Book & Page
07-12-2021 12:55:32 PM
Timothy A Kellar
Hancock County

Prepared By:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035
File No: 21-0630

Return To:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0035

Index As: Lot 7, Block 11, Unit 4A, Phase 2

STATE OF MISSISSIPPI
COUNTY OF Hancock

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it

The Austin Family Trust dated March 11, 2016, Grantor
8918 Hanalei Place
Diamondhead, MS 39525
Phone: 714-296-2927

Does hereby sell, convey, bargain and warrant to

Shannon B. Turner and Zachary P. Turner, Grantees
9542 Laa La Place
Diamondhead, MS 39525
Phone: 601-337-4002

As joint tenants with right of survivorship and not as tenants in common, the following described real property situated and located in Hancock County, Mississippi, more particularly and certainly described as follows:

Lot 7, Block 11, Unit 4A, Diamondhead, Phase 2, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

2021 11083
Deed Book & Page

EXTRACT OF "THE AUSTIN FAMILY TRUST, dated
March 11, 2016" pursuant to La. R. S. 9:2092

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the state and county aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

Ronald S. Austin and Edith R. Austin, trustees of the Austin Family Trust, dated March 11, 2016, and all amendments thereto, whose mailing address is declared to be 14851 Devonshire Ave, Tustin, California 92780;

who, pursuant to La. R. S. 9:2092 file this Extract of Trust and state the following:

1. Name of Trust: The Austin Family Trust dated March 11, 2016, a.k.a. The Austin Family Trust. The trust was executed March 11, 2016.
2. The Trust is a Revocable Trust as stated in Section 1.04 (b) of the trust instrument.
3. Settlers: Ronald S. Austin and Edith R. Austin.
4. Trustees of the trust are Ronald S. Austin and Edith R. Austin. Original beneficiaries of the trust are Ronald S. Austin and Edith R. Austin.
5. Immovable Property subject to the trust is described as follows:

Lot 7, Block 11, Unit 4-A, DIAMONDHEAD, Phase 2, Hancock County, Mississippi, as per map or plat of said subdivision on file and of record in the Office of the Chancery Clerk of Hancock County, MS.

State of Mississippi

PLEASE USE THE SPACE BELOW FOR THE COUNTY RECORDER'S OFFICE:

2022 6558
Recorded in the Above
Deed Book & Page
04-28-2022 09:22:21 AM
Timothy A Kellar
Hancock County

This instrument was prepared by:

Shannon B. Turner
9542 Laa La Place
Diamondhead, MS 39525
601-337-4002

**After recording, mail document
and tax statements to:**

Shannon B. Turner
9542 Laa La Place
Diamondhead, MS 39525
067F-2-26-066.000

QUITCLAIM DEED

This Quitclaim Deed (the "Deed") is made effective this 15th day of April, 2022 (the "Effective Date") between:

- (1) Shannon B. Mensi (the "Grantor"), an individual whose mailing address is 9542 Laa La Place, Diamondhead, MS 39525, and Shannon B. Turner (the "Grantee"), an individual whose mailing address is 9542 Laa La Place, Diamondhead, MS 39525.
- (2) Shannon B. Turner and Zachary P. Turner (the "Grantors") a married couple whose mailing address is 9542 Laa La Place, Diamondhead, MS 39525, and Shannon B. Turner (the "Grantee"), an individual whose mailing address is 9542 Laa La Place, Diamondhead, MS 39525.

WITNESSETH, that the Grantors, for and in consideration of the sum of \$1.00 (United States Dollars) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby quitclaim, convey and release unto Grantee all interest Grantor has, if any,

Quitclaim Deed – 1 of 3

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF MISSISSIPPI.

COUNTY OF Harrison.

Shannon mensi aka Shannon Turner

On this day, personally appeared before me, Zachary Turner, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that they signed the same as their voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this 27 day of April, 2022.

Hill & Deaux
Notary's Public Signature



10-05-2024 (date)

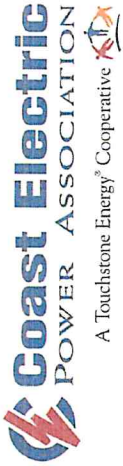
My Commission Expires

Hancock County
I certify this instrument was filed on
04-28-2022 09:22:21 AM
and recorded in Deed Book
2022 at Pages 6558 - 6560
Timothy A Kellar



K.A.R.

Quitclaim Deed - 3 of 3



Headquarters
18020 Highway 603
Klin, MS 39556
PO Box 2430
Bay St. Louis, MS 39521
1-877-769-2372
www.coastepa.com

Abandonment of Easement Request

Pat,

I have reviewed the request to abandon the easement off of Laa La Place at the address 9542 Laa La Place. Coast Electric agrees to abandon the easement between lots 53 & 7.

If you have any questions, please give me a call.

Thanks,

Kendall Ladner

Kendall Ladner

Vice President of Operations

(228) 216-8889

Harrison County District Office
14082 Highway 49
Post Office Box 3302
Gulfport, MS 39505-3302

Biloxi Branch Office
905 Cedar Lake Road
Biloxi, MS 39532

Bay St. Louis Branch Office
1005 Highway 90
Bay St. Louis, MS 39520

Pearl River County District Office
6375 Highway 11 North
Picayune, MS 39466

Poplarville Branch Office
4679 Highway 53 South
Poplarville, MS 39470

This institution is an equal opportunity provider and employer.

DIAMONDHEAD WATER & SEWER DISTRICT

REQUEST FOR AN ABANDONMENT OF EASEMENT

DATE: 13 MAY 2022PROPERTY OWNER OR OWNERS: SHANNON B. TURNERPHONE NUMBER: 601-337-4002EMAIL ADDRESS: BRELASH@GMAIL.COM

DESIRE TO HAVE UTILITY EASEMENT ABANDONED BETWEEN:

PROPERTY DESCRIPTION: PHASE 2 UNIT 4A BLOCK 11 LOT 53PHASE 2 UNIT 4A BLOCK 11 LOT 7

PHASE _____ UNIT _____ BLOCK _____ LOT _____

PROPERTY ADDRESS: 9542 LAA LA PLACE, DHD, MS 39525CUSTOMER SIGNATURE: SB Turner

OFFICE USE ONLY:

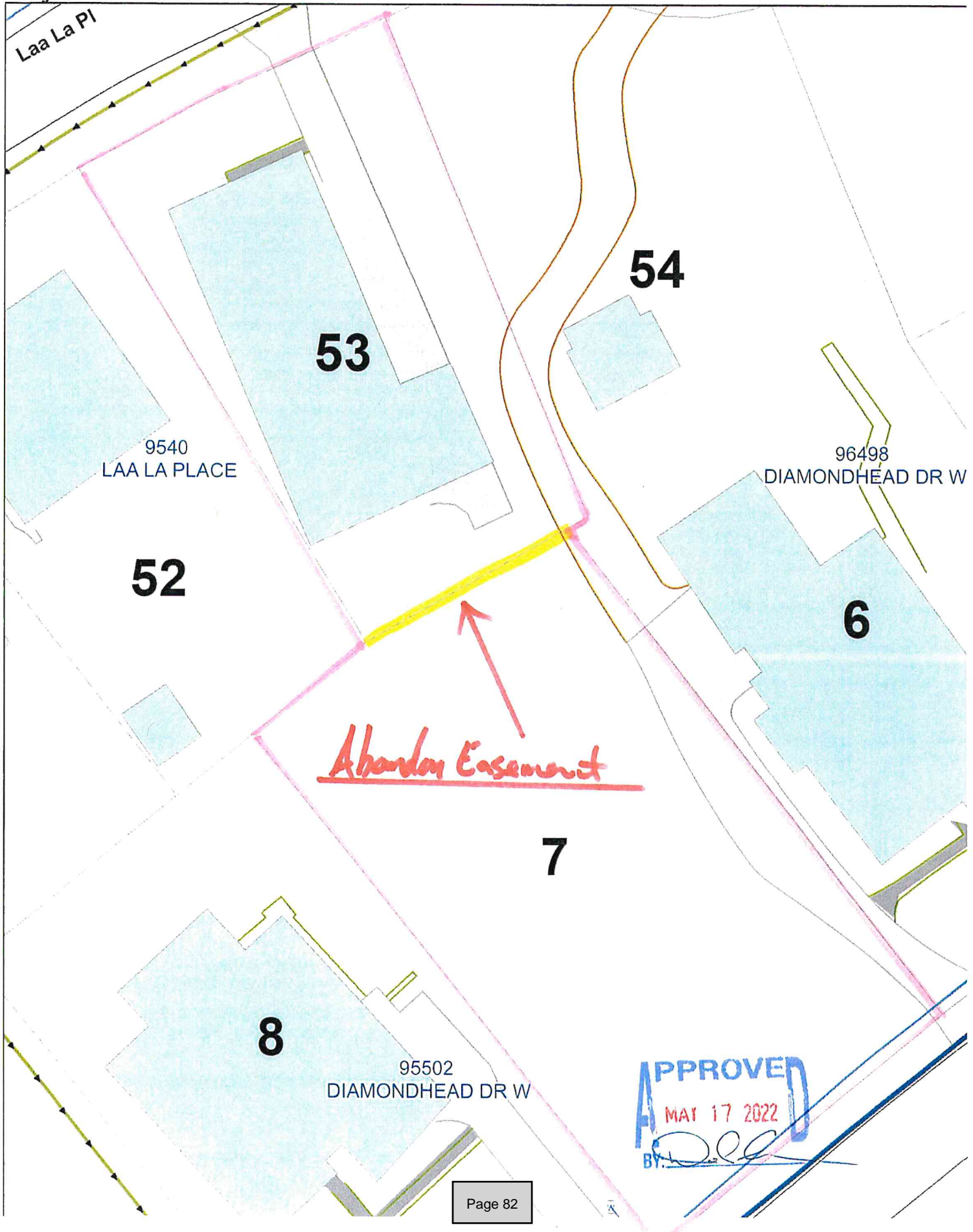
DATE APPROVED: 5/17/22APPROVED BY: [Signature]ABANDONMENT FEE: \$50.00 PR 5/13/22APPROVED BY BOARD: Motion 9.1. @ 5/26/22

EMAILED COPY: (SIGN/DATE) _____



Diamondhead Water & Sewer District

Item No.7.



**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD
APPOINTING GINGER COOK 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, a vacancy exists as the result of the resignation of John Rubar; and

WHEREAS, it is the recommendation of John Cumberland, Councilmember Ward 3, to appoint Ginger Cook (Ward 3) to serve as Planning & Zoning Commissioner for the remainder of the unexpired term effective immediately and ending March 2023;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby reappoint Ginger Cook, a resident of Ward 3, to serve as Commissioner to be seated on the Planning and Zoning Commission for the City of Diamondhead for the remainder of the unexpired term ending March 2023.

SO BE IT RESOLVED, this the _____ day of _____, 2022.

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 Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

APPROVED _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

seal

Agenda Item #2022-_____

City of Diamondhead, MS
Request for Council Action

TO: _____Jeannie Klein, Diamondhead City Clerk_____

FROM: ____John J. Cumberland, Councilman Ward 3____

DATE: ____06/01/2022_____

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

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED

06/07/2022

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to adopt Resolution 2022-0__ thereby appointing Ginger Felder Cook (Ward 3) to the Planning & Zoning Commission to fill an unexpired term expiring March 2023.

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed:



Ginger Felder Cook

A resident of Diamondhead since 2009, Ginger is also a Hancock County native. She attended Our Lady Academy and the University of South Alabama.

During her entire career, she has been an active and engaged local businesswoman. From 2005-2015, she owned and operated Uptown Interiors, well-known and successful home interior & gift store in downtown Bay St. Louis.

Also between 2005-2015, Ginger fought hard for applicable grants through BWMS to improve and market the downtown business district and was very instrumental in the revitalization of downtown Bay St. Louis. She brought back the downtown Christmas parade and created the event “Snowflakes & Sugarplums” during her time as president of the Bay-Waveland Main Street Association.

In 2015, after 10 successful years operating Uptown Interiors, Ginger decided to launch a new business venture focused on design, events, and consulting. Over the years, she has designed and executed numerous largescale events for a Las Vegas-brand casino, major universities, politicians, and numerous other prominent clients. Additionally, she has worked with many clients from initial conception through the openings of their new businesses.

At present, Ginger is the co-owner of Richburg Hall, an all-inclusive event and banquet facility in downtown Gulfport. She led every step of the renovation and revitalization of this 32,000-square-foot Industrial building, turning it into the stunning venue it is today.

Ginger has also been an active civic leader:

- Past-President of Bay -Waveland Main Street Association
- Served as the Design and Promotions Chairperson for Bay-Waveland Main Street Association
- Past-President of the Bay St. Louis Old Town Merchants Association
- Event Chairperson of the inaugural Bridgefest for the Hancock County Chamber of Commerce
- Nominated by the Hancock Chamber for the Top 10 business leader under 40 award
- Past member of the Bay St. Louis Rotary Club

Ginger is married to Jerry Cook, and they have 3 children. Their oldest son, Davis, is a junior at the University of Mississippi, majoring in Business Finance. Their Daughter, Hutton, is a senior at Our Lady Academy, and their youngest son, Levi, is a 6th grader at Holy Trinity Elementary.

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD
APPOINTING KRISTY NICAUD 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, a vacancy exists as the result of the 3-year term expiration; and

WHEREAS, it is the recommendation of Anna D. Liese, Councilmember Ward 2, to appoint Kristy Nicaud (Ward 2) to serve as Planning & Zoning Commissioner for the three (3) year term effective immediately and ending March 2025;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby reappoint Kristy Nicaud, 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 3-year term expiring March 2025.

SO BE IT RESOLVED, this the _____ day of _____, 2022.

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 Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

APPROVED _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

seal

Res 2022-044
 Agenda Item #2022-04

City of Diamondhead, MS
 Request for Council Action

TO: City Council
 FROM: Anna Liese
 DATE: 6/1/22

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

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED

6/7/22

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to fill the current
 Ward 2 vacancy on the
 Planning and Zoning Commission
 by appointment of Kristy Kidd Nicand.

REQUIRED SIGNATURE

REQUESTED BY:

Anna Liese

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only Completed:

2022-184

Item No. 11.



INVOICE

Pickering Firm, Inc.

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

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

May 11, 2022
Project No: 26319.00
Invoice No: 0091158

Client Contact: Mike Reso

Ahuli Drainage Improvements
Project Number: 26319.00

Professional Services from April 10, 2022 to April 30, 2022

Task 001 Boundary and Topographic Survey

Professional Personnel

	Hours	Rate	Amount
SENIOR CAD TECHNICIAN (15+ YR)			
Crowder, Jr., Willis	10.50	90.00	945.00
McMaster, Jason	4.75	70.00	332.50
1 MAN GPS SURVEY CREW			
Adams, Theodore	73.00	150.00	10,950.00
Totals	88.25		12,227.50
Total Labor			12,227.50

Total this Task \$12,227.50

Task 002 Wetland Delineation

Total this Task 0.00

Task 003 Wetland Permitting Assistance

Total this Task 0.00

Task 004 Engineering Design

Total this Task 0.00

Task 005 Project Bidding

Total this Task 0.00

Task 006 CE&I

Total this Task 0.00

Total this Invoice \$12,227.50

6363 POPLAR AVE, STE 300, MEMPHIS, TN 38119

PAYMENT DUE ON RECEIPT



Project 26319.00 Ahuli Drainage Improvements Invoice 0091158

Billing Backup

Wednesday, May 11, 2022

Pickering

Invoice 0091158 Dated 5/11/2022

4:52:57 PM

Task 001 Boundary and Topographic Survey

Professional Personnel

			Hours	Rate	Amount	
SENIOR CAD TECHNICIAN (15+ YR)						
01832	Crowder, Jr., Willis	4/26/2022	5.50	90.00	495.00	
01832	Crowder, Jr., Willis	4/27/2022	5.00	90.00	450.00	
02575	McMaster, Jason	4/13/2022	1.50	70.00	105.00	
02575	McMaster, Jason	4/14/2022	.50	70.00	35.00	
02575	McMaster, Jason	4/18/2022	.25	70.00	17.50	
02575	McMaster, Jason	4/22/2022	.50	70.00	35.00	
02575	McMaster, Jason	4/25/2022	.25	70.00	17.50	
02575	McMaster, Jason	4/26/2022	.50	70.00	35.00	
02575	McMaster, Jason	4/28/2022	.50	70.00	35.00	
02575	McMaster, Jason	4/29/2022	.75	70.00	52.50	
1 MAN GPS SURVEY CREW						
01884	Adams, Theodore	4/19/2022	2.00	150.00	300.00	
01884	Adams, Theodore	4/20/2022	9.00	150.00	1,350.00	
01884	Adams, Theodore	4/21/2022	9.00	150.00	1,350.00	
01884	Adams, Theodore	4/22/2022	8.00	150.00	1,200.00	
01884	Adams, Theodore	4/25/2022	9.50	150.00	1,425.00	
01884	Adams, Theodore	4/26/2022	8.50	150.00	1,275.00	
01884	Adams, Theodore	4/27/2022	9.50	150.00	1,425.00	
01884	Adams, Theodore	4/28/2022	8.00	150.00	1,200.00	
01884	Adams, Theodore	4/29/2022	9.50	150.00	1,425.00	
Totals			88.25		12,227.50	
Total Labor						12,227.50
Total this Task						\$12,227.50
Total this Project						\$12,227.50
Total this Report						\$12,227.50

Detailed Timesheet for the Period Ending 4/30/2022

Thursday, May 12, 2022
7:59:00 AM

Pickering

Employee 01832 Crowder, Jr., Willis M.

Total Hr	Sun 4/24	Mon 4/25	Tue 4/26	Wed 4/27	Thu 4/28	Fri 4/29	Sat 4/30
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

26319.00
001Ahuli Drainage Improvements
Boundary and Topographic Survey

Client: City of Diamondhead

86117

Reg	10.50			5.50	5.00		
-----	-------	--	--	------	------	--	--

4/26 PLOT SUBD. PLATS

4/27 PLOT SUBD. PLATS

Detailed Timesheet for the Period Ending 4/16/2022

Thursday, May 12, 2022
8:05:25 AM

Pickering

Employee 02575 McMaster, Jason R

Total Hr	Sun 4/10	Mon 4/11	Tue 4/12	Wed 4/13	Thu 4/14	Fri 4/15	Sat 4/16
26319.00	Ahuli Drainage Improvements						
001	Boundary and Topographic Survey						
86118	Client: City of Diamondhead						
Reg	2.00			1.50	.50		
4/13 MS 1 Call requests							
4/14 MS 1 Call tickets saved to server							

Detailed Timesheet for the Period Ending 4/23/2022

Thursday, May 12, 2022
8:08:10 AM

Pickering

Employee 02575 McMaster, Jason R

		Total Hr	Sun 4/17	Mon 4/18	Tue 4/19	Wed 4/20	Thu 4/21	Fri 4/22	Sat 4/23
26319.00	Ahuli Drainage Improvements								
001	Boundary and Topographic Survey								
86118	Reg	.75		.25				.50	
	4/18 MS 1 call tickets saved to server								
	4/22 Field data processing; created base dwg								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 4/30/2022

Thursday, May 12, 2022
8:09:32 AM

Pickering

Employee 02575 McMaster, Jason R

		Total Hr	Sun 4/24	Mon 4/25	Tue 4/26	Wed 4/27	Thu 4/28	Fri 4/29	Sat 4/30
26319.00	Ahuli Drainage Improvements								
001	Boundary and Topographic Survey								
86118	Reg	2.00		.25	.50		.50	.75	
	4/25 Field data processing								
	4/26 Field data processing								
	4/28 Field data processing								
	4/29 Field data processing								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 4/23/2022

Thursday, May 12, 2022
8:11:15 AM

Pickering

Employee 01884 Adams, Theodore D.

26319.00
001Ahuli Drainage Improvements
Boundary and Topographic Survey
86319

Client: City of Diamondhead

Total Hr	Sun 4/17	Mon 4/18	Tue 4/19	Wed 4/20	Thu 4/21	Fri 4/22	Sat 4/23
Reg				8.00	8.00	8.00	
Ovt			2.00	1.00	1.00		

4/19 Travel.

4/20 Topographic survey of ditch.

4/21 Topographic survey of ditch.

4/22 Topographic survey of ditch and travel.

Detailed Timesheet for the Period Ending 4/30/2022

Thursday, May 12, 2022
8:13:18 AM

Pickering

Employee 01884 Adams, Theodore D.

Signed _____

Approved _____

Profit Center 07:E6:86

26319.00
001Ahuli Drainage Improvements
Boundary and Topographic Survey
86319

Client: City of Diamondhead

Total Hr	Sun 4/24	Mon 4/25	Tue 4/26	Wed 4/27	Thu 4/28	Fri 4/29	Sat 4/30
Reg		8.00	8.00	8.00	8.00	8.00	
Ovt		1.50	.50	1.50		1.50	

4/25 Topographic survey.
 4/26 Topographic survey.
 4/27 Topographic survey.
 4/28 Topographic survey.
 4/29 Topographic survey.

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

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

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

May 10, 2022

Project No: 25742.00

Invoice No: 0091144

City of Diamondhead
Strategic Initiatives & Project Agreement

Purchase Order # 2020-0489

Professional Services from April 3, 2022 to April 30, 2022

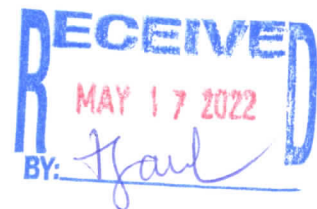
Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Wagner, Cara	3.00	130.00	390.00	
SENIOR DESIGNER				
Ballweber, Jeff	3.00	85.00	255.00	
ENGINEER INTERN				
Billingsley, Payton	5.50	90.00	495.00	
Totals	11.50		1,140.00	
Total Labor				1,140.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,140.00	5,721.25	6,861.25
Limit			35,000.00
Remaining			28,138.75

Total this Invoice \$1,140.00



Project	25742.00	Diamondhead - Strategic Initiatives	Invoice	0091144
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Billing Backup

Wednesday, May 11, 2022

Pickering

Invoice 0091144 Dated 5/10/2022

7:54:30 AM

Professional Personnel

			Hours	Rate	Amount	
SENIOR ENGINEER						
02031	Wagner, Cara	4/14/2022	3.00	130.00	390.00	
SENIOR DESIGNER						
02003	Ballweber, Jeff	4/8/2022	2.00	85.00	170.00	
02003	Ballweber, Jeff	4/27/2022	1.00	85.00	85.00	
ENGINEER INTERN						
02569	Billingsley, Payton	4/28/2022	.50	90.00	45.00	
02569	Billingsley, Payton	4/29/2022	5.00	90.00	450.00	
	Totals		11.50		1,140.00	
	Total Labor					1,140.00

Total this Project	\$1,140.00
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Total this Report	\$1,140.00
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Detailed Timesheet for the Period Ending 4/16/2022

Wednesday, May 11, 2022

7:57:59 AM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 4/10	Mon 4/11	Tue 4/12	Wed 4/13	Thu 4/14	Fri 4/15	Sat 4/16
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25742.00

Diamondhead - Strategic Initiatives

Client: City of Diamondhead

89206

Reg

3.00					3.00		
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4/14 meeting with City and USACE on future 103/205 projects

Detailed Timesheet for the Period Ending 4/9/2022

Wednesday, May 11, 2022

8:00:39 AM

Pickering

Employee

02003

Ballweber, Jeff

25742.00

Diamondhead - Strategic Initiatives

Client: City of Diamondhead

80312

Reg

2.00

Total Hr	Sun 4/3	Mon 4/4	Tue 4/5	Wed 4/6	Thu 4/7	Fri 4/8	Sat 4/9
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						2.00	
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4/8 Funding/Earmarks-Palazzo

Detailed Timesheet for the Period Ending 4/30/2022

Wednesday, May 11, 2022
8:15:09 AM

Pickering

Employee	02003	Ballweber, Jeff									
			Total Hr	Sun 4/24	Mon 4/25	Tue 4/26	Wed 4/27	Thu 4/28	Fri 4/29	Sat 4/30	
25742.00		Diamondhead - Strategic Initiatives									Client: City of Diamondhead
	80312	Reg	1.00				1.00				
		4/27 Earmark/PAS									

Detailed Timesheet for the Period Ending 4/30/2022

Wednesday, May 11, 2022

8:16:43 AM

Pickering

Employee 02569 Billingsley, Payton A

		Total Hr	Sun 4/24	Mon 4/25	Tue 4/26	Wed 4/27	Thu 4/28	Fri 4/29	Sat 4/30
25742.00	Diamondhead - Strategic Initiatives								
	89209	Reg	5.50				.50	5.00	

Client: City of Diamondhead

4/28 Emails with Jeff, coordination with Cara

4/29 Narrative, cost estimate, and depth data points for micromarsh restoration project (Senator Wicker FY23 Commerce, Justice, and Science Appropriations Request)

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

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

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

May 10, 2022

Project No: 26040.00

Invoice No: 0091141

Client Contact: Michael Reso

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

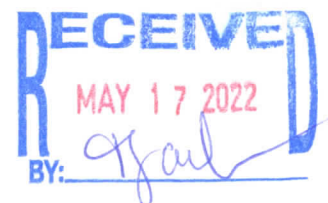
Professional Services from February 27, 2022 to April 30, 2022

Task	001	Wetland Delineation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,898.50	4,898.50
Limit					5,000.00
Remaining					101.50
Total this Task					0.00

Task	002	Wetland Permitting Assistance			
Professional Personnel					
			Hours	Rate	Amount
PROJECT ENGINEER					
Billingsley, Payton			6.50	75.00	487.50
Totals			6.50		487.50
Total Labor					487.50
Billing Limits			Current	Prior	To-Date
Total Billings			487.50	5,135.00	5,622.50
Limit					7,800.00
Remaining					2,177.50
Total this Task					\$487.50

Task	003	Boundary and Topo Survey			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,500.00	4,500.00
Limit					4,500.00
Total this Task					0.00

Task	004	Easement Plats			
Total this Task					0.00



Project	26040.00	Makiki Dr. Culvert Replacement	Invoice	0091141
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Task	005	Engineering Assessment		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	2,500.00	2,500.00
Limit				2,500.00
Total this Task				0.00

Task	006	Engineering Design		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	10,800.00	10,800.00
Limit				10,800.00
Total this Task				0.00

Task	007	Project Bidding		
Professional Personnel				
		Hours	Rate	Amount
PROFESSIONAL ENGINEER				
	Wagner, Cara	4.50	97.00	436.50
	Totals	4.50		436.50
	Total Labor			436.50
Billing Limits		Current	Prior	To-Date
Total Billings		436.50	3,736.75	4,173.25
Limit				4,000.00
Adjustment				-173.25
Total this Task				\$263.25

Task	008	Construction Engineering and		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				8,000.00
Remaining				8,000.00
Total this Task				0.00
Total this Invoice				\$750.75

Project 26040.00 Makiki Dr. Culvert Replacement Invoice 0091141

Billing Backup

Tuesday, May 10, 2022

Pickering

Invoice 0091141 Dated 5/10/2022

11:38:14 AM

Task 002 Wetland Permitting Assistance

Professional Personnel

			Hours	Rate	Amount
PROJECT ENGINEER					
02569	Billingsley, Payton	3/21/2022	2.00	75.00	150.00
02569	Billingsley, Payton	3/28/2022	4.00	75.00	300.00
02569	Billingsley, Payton	4/7/2022	.50	75.00	37.50
	Totals		6.50		487.50
	Total Labor				487.50

Total this Task \$487.50

Task 007 Project Bidding

Professional Personnel

			Hours	Rate	Amount
PROFESSIONAL ENGINEER					
02031	Wagner, Cara	3/28/2022	1.00	97.00	97.00
02031	Wagner, Cara	4/5/2022	.50	97.00	48.50
02031	Wagner, Cara	4/12/2022	1.00	97.00	97.00
02031	Wagner, Cara	4/18/2022	1.00	97.00	97.00
02031	Wagner, Cara	4/25/2022	1.00	97.00	97.00
	Totals		4.50		436.50
	Total Labor				436.50

Total this Task \$436.50

Total this Project \$924.00

Total this Report \$924.00

Detailed Timesheet for the Period Ending 3/26/2022

Tuesday, May 10, 2022
11:40:28 AM

Pickering

Employee 02569 Billingsley, Payton A

		Total Hr	Sun 3/20	Mon 3/21	Tue 3/22	Wed 3/23	Thu 3/24	Fri 3/25	Sat 3/26
26040.00	Makiki Dr. Culvert Replacement								
002	Wetland Permitting Assistance								
89209	Reg	2.00		2.00					

Client: City of Diamondhead

3/21 Answering questions from the Corps for permitting and importing wetland delineation to CAD.

Detailed Timesheet for the Period Ending 4/2/2022

Tuesday, May 10, 2022
11:42:25 AM

Pickering

Employee 02569 Billingsley, Payton A

		Total Hr	Sun 3/27	Mon 3/28	Tue 3/29	Wed 3/30	Thu 3/31	Fri 4/1	Sat 4/2
26040.00	Makiki Dr. Culvert Replacement								
002	Wetland Permitting Assistance								
89209	Reg	4.00		4.00					
3/28 Updating plan sheets to send to the Corps, followup on permitting									

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 4/9/2022

Tuesday, May 10, 2022
11:43:35 AM

Pickering

Employee 02569 Billingsley, Payton A

		Total Hr	Sun 4/3	Mon 4/4	Tue 4/5	Wed 4/6	Thu 4/7	Fri 4/8	Sat 4/9
26040.00	Makiki Dr. Culvert Replacement								
C02	Wetland Permitting Assistance								
89209	Reg	.50					.50		
	4/7 Permitting, wetland import from Environmental team								

Client: City of Diamondhead

Detailed Timesheet for the Period Ending 4/2/2022

Tuesday, May 10, 2022
11:44:55 AM

Pickering

Employee

02031

Wagner, Cara

Total Hr	Sun 3/27	Mon 3/28	Tue 3/29	Wed 3/30	Thu 3/31	Fri 4/1	Sat 4/2
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26040.00
007Makiki Dr. Culvert Replacement
Project Bidding

Client: City of Diamondhead

89206

Reg

1.00		1.00					
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3/28 review added wetlands, corr

Detailed Timesheet for the Period Ending 4/9/2022

Tuesday, May 10, 2022
11:47:04 AM

Pickering

Employee

02031

Wagner, Cara

Total
Hr

Sun 4/3	Mon 4/4	Tue 4/5	Wed 4/6	Thu 4/7	Fri 4/8	Sat 4/9

26040.00
007Makiki Dr. Culvert Replacement
Project Bidding

Client: City of Diamondhead

89206

Reg

.50

		.50				
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4/5 corr

Detailed Timesheet for the Period Ending 4/16/2022

Tuesday, May 10, 2022
11:48:30 AM

Pickering

Employee 02031 Wagner, Cara

Total Hr	Sun 4/10	Mon 4/11	Tue 4/12	Wed 4/13	Thu 4/14	Fri 4/15	Sat 4/16
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26040.00
007Makiki Dr. Culvert Replacement
Project Bidding

Client: City of Diamondhead

89206

Reg 1.00

4/12 prep for bidding

Detailed Timesheet for the Period Ending 4/23/2022

Tuesday, May 10, 2022
11:49:37 AM

Pickering

Employee 02031 Wagner, Cara

Total Hr	Sun 4/17	Mon 4/18	Tue 4/19	Wed 4/20	Thu 4/21	Fri 4/22	Sat 4/23
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26040.00
007Makiki Dr. Culvert Replacement
Project Bidding

Client: City of Diamondhead

89206

Reg 1.00 1.00

4/18 final bid docs out

Detailed Timesheet for the Period Ending 4/30/2022

Tuesday, May 10, 2022
11:50:49 AM

Pickering

Employee

02031

Wagner, Cara

Total
HrSun
4/24Mon
4/25Tue
4/26Wed
4/27Thu
4/28Fri
4/29Sat
4/3026040.00
007Makiki Dr. Culvert Replacement
Project Bidding

Client: City of Diamondhead

89206

Reg

1.00

1.00

4/25 corr, Plans and Specs to DWSD

Contractor's Application for Payment

Owner: <u>City of Diamondhead</u> Engineer: <u>Jason Chiniche, PE</u> Contractor: <u>Moran Hauling, Inc</u> Project: <u>East Aloha Drive Improvements Phase 1</u> Contract: <u>East Aloha Drive Improvements Phase 1</u>	Owner's Project No.: _____ Engineer's Project No.: <u>17-057-00-08</u> Contractor's Project No.: _____																																				
Application No.: <u>2</u> Application Date: <u>5/24/2022</u> Application Period: From <u>4/20/2022</u> to <u>5/17/2022</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">420,061.49</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">420,061.49</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">242,059.12</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. <u>5%</u> X <u>\$ 242,059.12</u> Work Completed =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">12,102.96</td> </tr> <tr> <td> b. _____ X <u>\$ -</u> Stored Materials =</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">12,102.96</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">229,956.16</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">108,364.22</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">121,591.94</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">190,105.33</td> </tr> </table>		1. Original Contract Price	\$	420,061.49	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	420,061.49	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	242,059.12	5. Retainage			a. <u>5%</u> X <u>\$ 242,059.12</u> Work Completed =	\$	12,102.96	b. _____ X <u>\$ -</u> Stored Materials =	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	12,102.96	6. Amount eligible to date (Line 4 - Line 5.c)	\$	229,956.16	7. Less previous payments (Line 6 from prior application)	\$	108,364.22	8. Amount due this application	\$	121,591.94	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	190,105.33
1. Original Contract Price	\$	420,061.49																																			
2. Net change by Change Orders	\$	-																																			
3. Current Contract Price (Line 1 + Line 2)	\$	420,061.49																																			
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	242,059.12																																			
5. Retainage																																					
a. <u>5%</u> X <u>\$ 242,059.12</u> Work Completed =	\$	12,102.96																																			
b. _____ X <u>\$ -</u> Stored Materials =	\$	-																																			
c. Total Retainage (Line 5.a + Line 5.b)	\$	12,102.96																																			
6. Amount eligible to date (Line 4 - Line 5.c)	\$	229,956.16																																			
7. Less previous payments (Line 6 from prior application)	\$	108,364.22																																			
8. Amount due this application	\$	121,591.94																																			
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	190,105.33																																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: <u>Moran Hauling Inc.</u> Signature: <u>[Signature]</u> Date: <u>5/25/22</u>																																					
Recommended by Engineer By: <u>[Signature]</u> Title: <u>PROJECT ENGINEER</u> Date: <u>5/25/2022</u>	Approved by Owner By: _____ Title: _____ Date: _____																																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Funding Agency By: _____ Title: _____ Date: _____																																				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead		Owner's Project No.: _____									
Engineer: Jason Chiniche, PE		Engineer's Project No.: 17-057-00-08									
Contractor: Moran Hauling, Inc		Contractor's Project No.: _____									
Project: East Aloha Drive Improvements Phase 1											
Contract: East Aloha Drive Improvements Phase 1											

Application No.: 2	Application Period: From 04/20/22 to 05/17/22	Application Date: 05/24/22									
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1500	Mobilization	1	LS	\$25,400.00	25,400.00	0.50	12,700.00		12,700.00	50%	12,700.00
02071C	Removal of Topsoil (4")	200	CY	\$10.50	2,100.00	358.00	3,759.00		3,759.00	179%	(1,659.00)
02071D	Removal of Excess Material	425	CY	\$7.25	3,081.25	1,469.00	10,650.25		10,650.25	346%	(7,569.00)
02071E	Removal of existing curbing	370	LF	\$10.50	3,885.00	400.00	4,200.00		4,200.00	108%	(315.00)
02071F	Crushed Rock (610 stone 8")	600	CY	\$83.00	49,800.00	1,246.00	103,418.00		103,418.00	208%	(53,618.00)
02500A	Asphalt Leveling Course	300	Ton	\$91.19	27,357.00	-	-		-	0%	27,357.00
02500B	2" Asphalt Base Course	500	Ton	\$91.19	45,595.00	109.16	9,954.30		9,954.30	22%	35,640.70
02500C	2" Asphalt Surface Course	500	Ton	\$92.33	46,165.00	-	-		-	0%	46,165.00
02500D	Demolition of Pavement All types and thicknesses	1200	SY	\$3.11	3,732.00	1,565.60	4,869.02		4,869.02	130%	(1,137.02)
02500E	Milling	100	SY	\$40.00	4,000.00	-	-		-	0%	4,000.00
02500F	Thermoplastic Striping (Double Yellow)	2300	LF	\$1.43	3,289.00	-	-		-	0%	3,289.00
02500G	Thermoplastic Striping Crosswalk	3000	SF	\$7.15	21,450.00	-	-		-	0%	21,450.00
02500H	Thermoplastic Striping Stop Bar	130	SF	\$7.15	929.50	-	-		-	0%	929.50
02500I	Street Signs	9	Each	\$417.10	3,753.90	-	-		-	0%	3,753.90
02723 B	PE 15" Pipe	660	LF	\$55.85	36,861.00	331.00	18,486.35		18,486.35	50%	18,374.65
02723 C	PE 18" Pipe	140	LF	\$64.00	8,960.00	85.00	5,440.00		5,440.00	61%	3,520.00
02723 D	Drain Inlets	17	Each	\$2,873.52	48,849.84	10.00	28,735.20		28,735.20	59%	20,114.64
02723 E	Utility Adjustments	13	Each	\$855.00	11,115.00	13.00	11,115.00		11,115.00	100%	-
03310A	Curbing	2300	LF	\$22.00	50,600.00	1,306.00	28,732.00		28,732.00	57%	21,868.00
03310A	Brick Pavers Pedestrian Crosswalk	90	SY	\$327.00	29,430.00	-	-		-	0%	29,430.00
03310A	Thermoplastic Striping Crosswalk (Deducted)	(880)	SF	\$7.15	(6,292.00)	-	-		-	0%	(6,292.00)
					-		-		-		-
Original Contract Totals					\$ 420,061.49		\$ 242,059.12	\$ -	\$ 242,059.12	58%	\$ 178,002.37

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Diamondhead
Engineer:	Jason Chiniche, PE
Contractor:	Moran Hauling, Inc
Project:	East Aloha Drive Improvements Phase 1
Contract:	East Aloha Drive Improvements Phase 1

Owner's Project No.:	
Engineer's Project No.:	17-057-00-08
Contractor's Project No.:	

Application No.: 2 Application Period: From 04/20/22 to 05/17/22 Application Date: 05/24/22

[illegible]

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Deputy Executive Director

Item No. 13.

Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, MS 39574-9740
May 23, 2022

Michael Reso, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525-3260

RE: Memorandum of Agreement
East Aloha Drive Phase 2 Improvements
STP-0045-00(035)LPA / 109181-701000

Dear Mr. Reso,

The above referenced federal aid project has been assigned a project number:
STP-0045-00(035)LPA / 109181-701000. This number should be used in its entirety on all
correspondence for this project.

Attached are duplicate copies of the Memorandum of Agreement, MOA, for the above
referenced project for your review and processing. The MOA outlines responsibilities and
funding as required by the MDOT project development manual, PDM, for federal funding.
Please execute the MOA in duplicate and return with governing council or board minutes
signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOA, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Michael Flood, telephone number 601-359-7020. Should you need additional information,
contact my office at 228-832-0682.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Starita".

Chuck Starita, PE
Asst. District LPA Engineer

cc: Project File 16-10 w/ attachments

Memorandum of Agreement

STP-0045-00(035)LPA / 109181-701000
East Aloha Phase 2
Diamondhead, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Diamondhead (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct East Aloha Drive Phase 2 improvements; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$489,866.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Michael Reso, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-216-2858
Fax: 228-222-4390

For Technical Matters:

COMMISSION:
District LPA Engineer – District 6
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-831-0681

LPA:
Jeannie Klein, City Clerk
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-222-5506
Fax: 228-222-4390

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20__.

City of Diamondhead

Michael Reso, City Manager

Attested:

(Appropriate clerk etc.)

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book_____, Page_____,

Memorandum of Agreement

STP-0045-00(035)LPA / 109181-701000
East Aloha Phase 2
Diamondhead, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Diamondhead (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct East Aloha Drive Phase 2 improvements; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$489,866.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.
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6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.
9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

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"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

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11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

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14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Michael Reso, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-216-2858
Fax: 228-222-4390

For Technical Matters:

COMMISSION:
District LPA Engineer – District 6
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-831-0681

LPA:
Jeannie Klein, City Clerk
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-222-5506
Fax: 228-222-4390

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20__.

City of Diamondhead

Michael Reso, City Manager

Attested:

(Appropriate clerk etc.)

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

May 25, 2022

Mr. Michael Reso
City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

VIA EMAIL: mreso@diamondhead.ms.gov

RE: Diamondhead Dr. East near Aukai Place – WA5
Diamondhead, MS 39525

Michael:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Preliminary Civil Engineering and Cost Estimating

a.) Civil Engineering

M | P will provide a drainage analysis of the drainage area around Diamondhead Dr. East and Aukai Place (per attached sketch provided). M | P will analyze the existing drainage system, pipes, culverts, road side swales and make a recommendation on the best remedy for the situation. M | P will provide a conceptual drawing of the proposed solution along with an engineer's cost estimate.

II. DESIGN FEE PROPOSAL

Task 1 Preliminary Civil Engineering and Cost Estimating	\$5,000
Total Fee	\$ 5,000

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.
- Survey will be provided in ACAD format prior to proceeding

IV. **EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)**

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Civil Engineering Bid Documents
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2022

 Signature

 Printed or typed name

 Title

 Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 5**
(Diamondhead Park Professional Services)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 5.25.22 WA5 – Diamondhead Dr. East near

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

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

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Project Manager
Project Manager

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Bradford Jones, AIA
Fernanda Silva, AIA

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 5,000 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 5, 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

By; _____

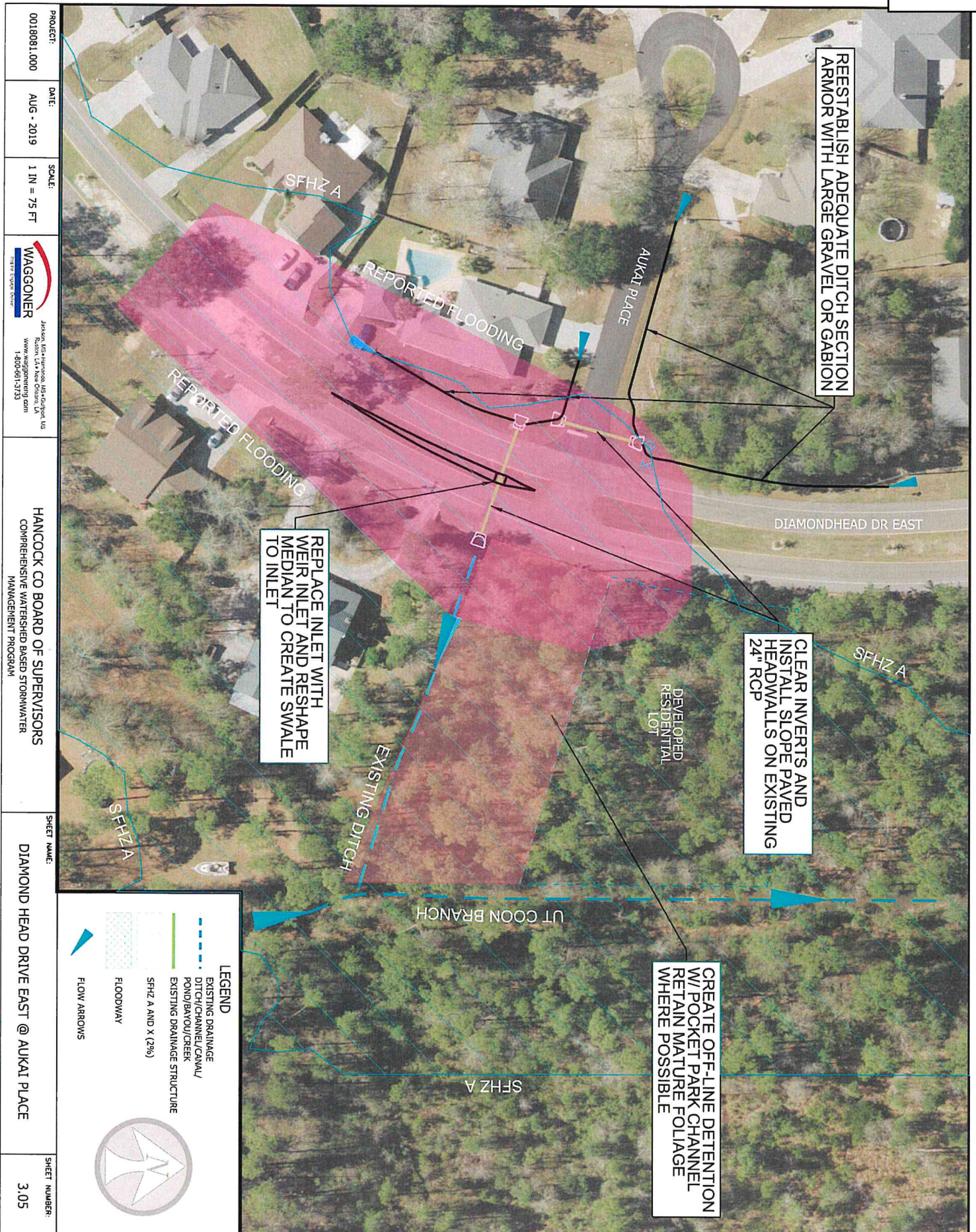
WITNESS this my signature in execution hereof, this the 26th day of May, 2022.

By:

ATTEST: _____

Gerrod Kilpatrick, P.E.,

City of Diamondhead - Diamondhead Dr. East @ Aukai Place														Wednesday, May 25, 2022		
	Machado Patano			Scope	Contact:		Phone:							Item No.14.		
Activity Type/ Task		Type	Project Status/ Resource	PM / Reference	Task Status	Est Start Date	Est Comp Date	Act Start Date	Act Comp Date	% Dist	Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract	
Hilo Way Drainage			Active	GWK							56.0	56.0			4,920	
Labor	R	Principal Engineer	Gerrod W. Kilpatrick		Principal							8.0	135.00		1,080	
	R	Sr. Project Manager	Nicholas W. Moody		Project Manager							8.0	105.00		840	
	R	Project Engineer	Jason G. Polite		Civil							20.0	75.00		1,500	
	R	Project Engineer	Jack Schmidt		Civil							20.0	75.00		1,500	
														Civil Total	4,920	
Labor	R	Professional Land Surveyor	Greg Thompson		Survey							0.0	75.00		0	
Labor	R	Survey Crew Chief	Aaron Liles		Survey							0.0	0.00		0	
Labor	R	Instrument Person	Eddie Vo		Survey							0.0	35.00		0	
														Survey Total	0	



May 25, 2022

Mr. Michael Reso
City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

VIA EMAIL: mreso@diamondhead.ms.gov

RE: Hilo Way to Hapuna Place – WA7
Diamondhead, MS 39525

Michael:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Preliminary Civil Engineering and Cost Estimating

a.) Civil Engineering

M | P will provide a drainage analysis of the drainage area around Hilo Way to Hapuna Place (per attached sketch provided). M | P will analyze the existing drainage system, pipes, culverts, road side swales and make a recommendation on the best remedy for the situation. M | P will provide a conceptual drawing of the proposed solution along with an engineer's cost estimate.

II. DESIGN FEE PROPOSAL

Task 1 Preliminary Civil Engineering and Cost Estimating	\$8,000
--	---------

Total Fee	\$ 8,000
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III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.
- Survey will be provided in ACAD format prior to proceeding

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Civil Engineering Bid Documents
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2022

Signature

Printed or typed name

Title

Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 7**
(Diamondhead Park Professional Services)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 5.25.22 Hilo Way to Hapuna Place.

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

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

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Project Manager
Project Manager

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Bradford Jones, AIA
Fernanda Silva, AIA

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 7,500 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 8, 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

By; _____

WITNESS this my signature in execution hereof, this the 26th day of May, 2022.

By:

 _____

Gerrod Kilpatrick, P.E.,

ATTEST:  _____

City of Diamondhead - Hilo Way to Hapuna Place														Wednesday, May 25, 2022					
	Machado Patano			Scope	Contact:		Phone:							Item No. 15.					
Activity Type/ Task		Type		Project Status/ Resource		PM / Reference		Task Status		Est Start Date	Est Comp Date	Act Start Date	Act Comp Date	% Dist	Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract
Hilo Way Drainage				Active		GWK									94.0	94.0			8,250
Labor																			
	R	Principal Engineer	Gerrod W. Kilpatrick			Principal										16.0	135.00		2,160
	R	Sr. Project Manager	Nicholas W. Moody			Project Manager										8.0	105.00		840
	R	Project Engineer	Jason G. Polite			Civil										40.0	75.00		3,000
	R	Project Engineer	Jack Schmidt			Civil										30.0	75.00		2,250
																		Civil Total	8,250
	R	Professional Land Surveyor	Greg Thompson			Survey										0.0	75.00		0
	R	Survey Crew Chief	Aaron Liles			Survey										0.0	0.00		0
	R	Instrument Person	Eddie Vo			Survey										0.0	35.00		0
																	Survey Total	0	

PROJECT: 0018081.000
DATE: AUG - 2019
SCALE: 1 IN = 140 FT

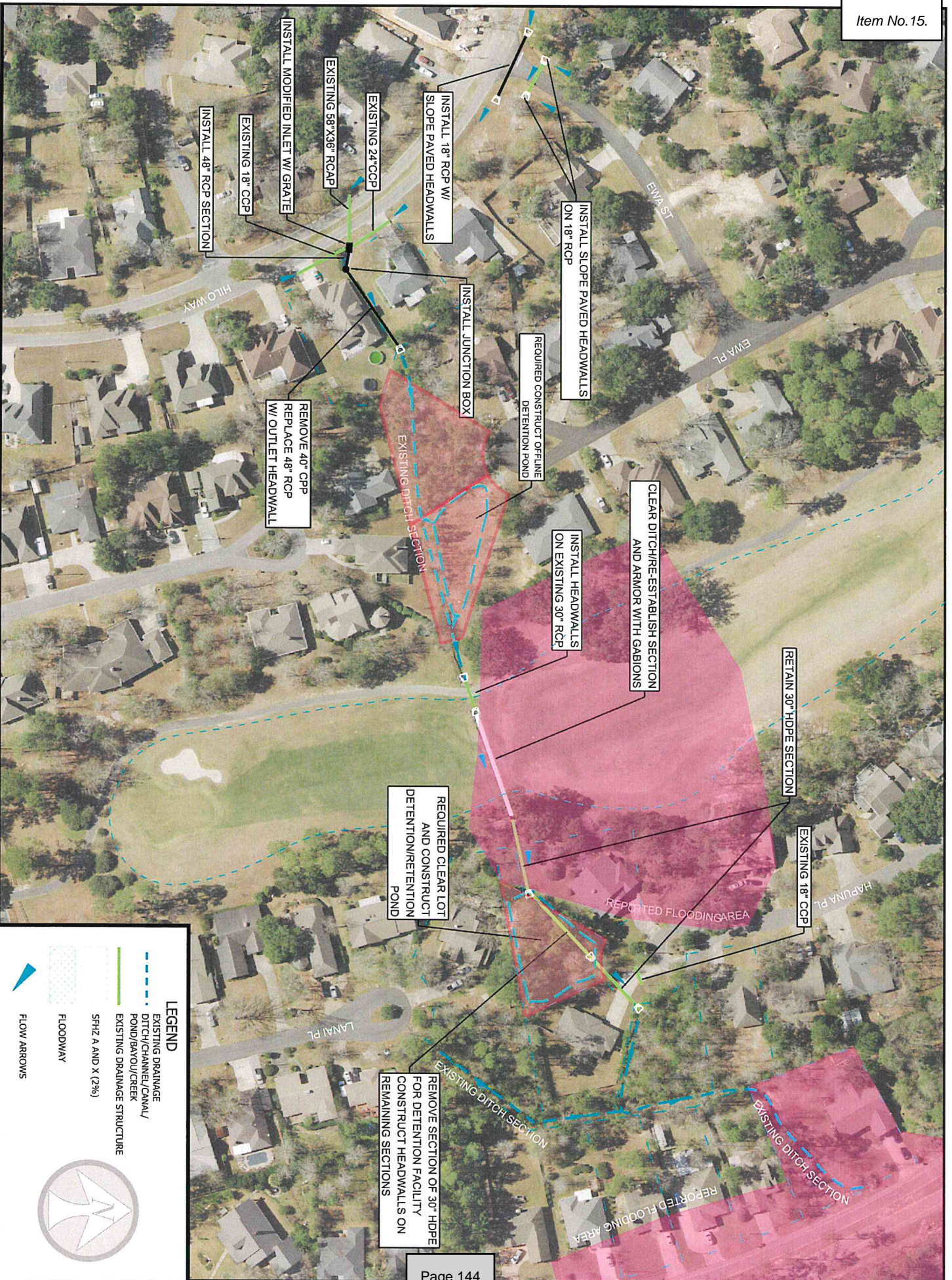


HANCOCK CO BOARD OF SUPERVISORS
COMPREHENSIVE WATERSHED BASED STORMWATER
MANAGEMENT PROGRAM

SHEET NAME:

HAPUNA PLACE

SHEET NUMBER:
3.06



May 25, 2022

Mr. Michael Reso
City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

VIA EMAIL: mreso@diamondhead.ms.gov

RE: Hilo Way West – WA8
Diamondhead, MS 39525

Michael:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Preliminary Civil Engineering and Cost Estimating

a.) Civil Engineering

M | P will provide a drainage analysis of the drainage area around Hilo Way West (per attached sketch provided). M | P will analyze the existing drainage system, pipes, culverts, road side swales and make a recommendation on the best remedy for the situation. M | P will provide a conceptual drawing of the proposed solution along with an engineer's cost estimate.

II. DESIGN FEE PROPOSAL

Task 1 Preliminary Civil Engineering and Cost Estimating	\$7,500
--	---------

Total Fee	\$7,500
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III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.
- Survey will be provided in ACAD format prior to proceeding

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Civil Engineering Bid Documents
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2022

Signature

Printed or typed name

Title

Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 8**
(Diamondhead Park Professional Services)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 5.25.22 WA8 Hilo Way West.

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

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

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Project Manager
Project Manager

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Bradford Jones, AIA
Fernanda Silva, AIA

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 7,500 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 8, 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

By; _____

WITNESS this my signature in execution hereof, this the 26th day of May, 2022.

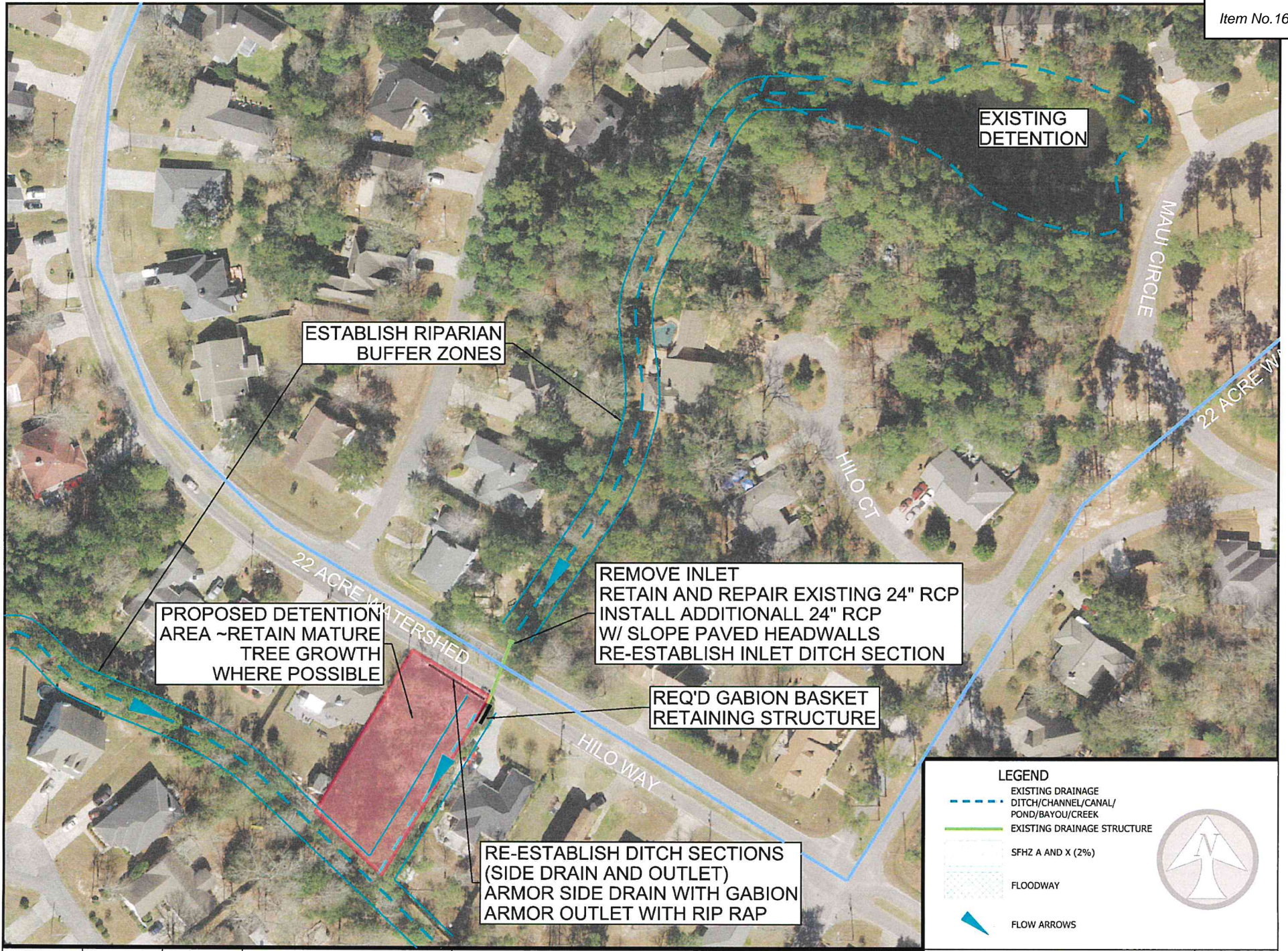
By:

 _____

Gerrod Kilpatrick, P.E.,

ATTEST:  _____

City of Diamondhead - Hilo Way West															Wednesday, May 25, 2022	
	Machado Patano			Scope	Contact:		Phone:							Item No.16.		
Activity Type/ Task		Type	Project Status/ Resource	PM / Reference	Task Status	Est Start Date	Est Comp Date	Act Start Date	Act Comp Date	% Dist	Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract	
Hilo Way Drainage			Active	GWK							84.0	84.0			7,500	
Labor	R	Principal Engineer	Gerrod W. Kilpatrick		Principal							16.0	135.00		2,160	
	R	Sr. Project Manager	Nicholas W. Moody		Project Manager							8.0	105.00		840	
	R	Project Engineer	Jason G. Polite		Civil							20.0	75.00		1,500	
	R	Project Engineer	Jack Schmidt		Civil							40.0	75.00		3,000	
														Civil Total	7,500	
	R	Professional Land Surveyor	Greg Thompson		Survey							0.0	75.00		0	
	R	Survey Crew Chief	Aaron Liles		Survey							0.0	0.00		0	
	R	Instrument Person	Eddie Vo		Survey							0.0	35.00		0	
														Survey Total	0	



LEGEND

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



May 25, 2022

Mr. Michael Reso
City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

VIA EMAIL: mreso@diamondhead.ms.gov

RE: Hilo Way at Koko St. – WA6
Diamondhead, MS 39525

Michael:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional engineering services on the above referenced project. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Preliminary Civil Engineering and Cost Estimating

a.) Civil Engineering

M | P will provide a drainage analysis of the drainage area around Hilo Way at Koko St. (per attached sketch provided). M | P will analyze the existing drainage system, pipes, culverts, road side swales and make a recommendation on the best remedy for the situation. M | P will provide a conceptual drawing of the proposed solution along with an engineer's cost estimate.

II. DESIGN FEE PROPOSAL

Task 1 Preliminary Civil Engineering and Cost Estimating	\$7,500
--	---------

Total Fee	\$7,500
------------------	----------------

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.
- Survey will be provided in ACAD format prior to proceeding

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Civil Engineering Bid Documents
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2022

 Signature

 Printed or typed name

 Title

 Date

EXHIBIT "C"**WORK ASSIGNMENT****WORK ASSIGNMENT NO 6**
(Diamondhead Park Professional Services)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 5.25.22 Hilo Way at Koko St.

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

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

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Project Manager
Project Manager

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Bradford Jones, AIA
Fernanda Silva, AIA

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 7,500 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 6, 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

By; _____

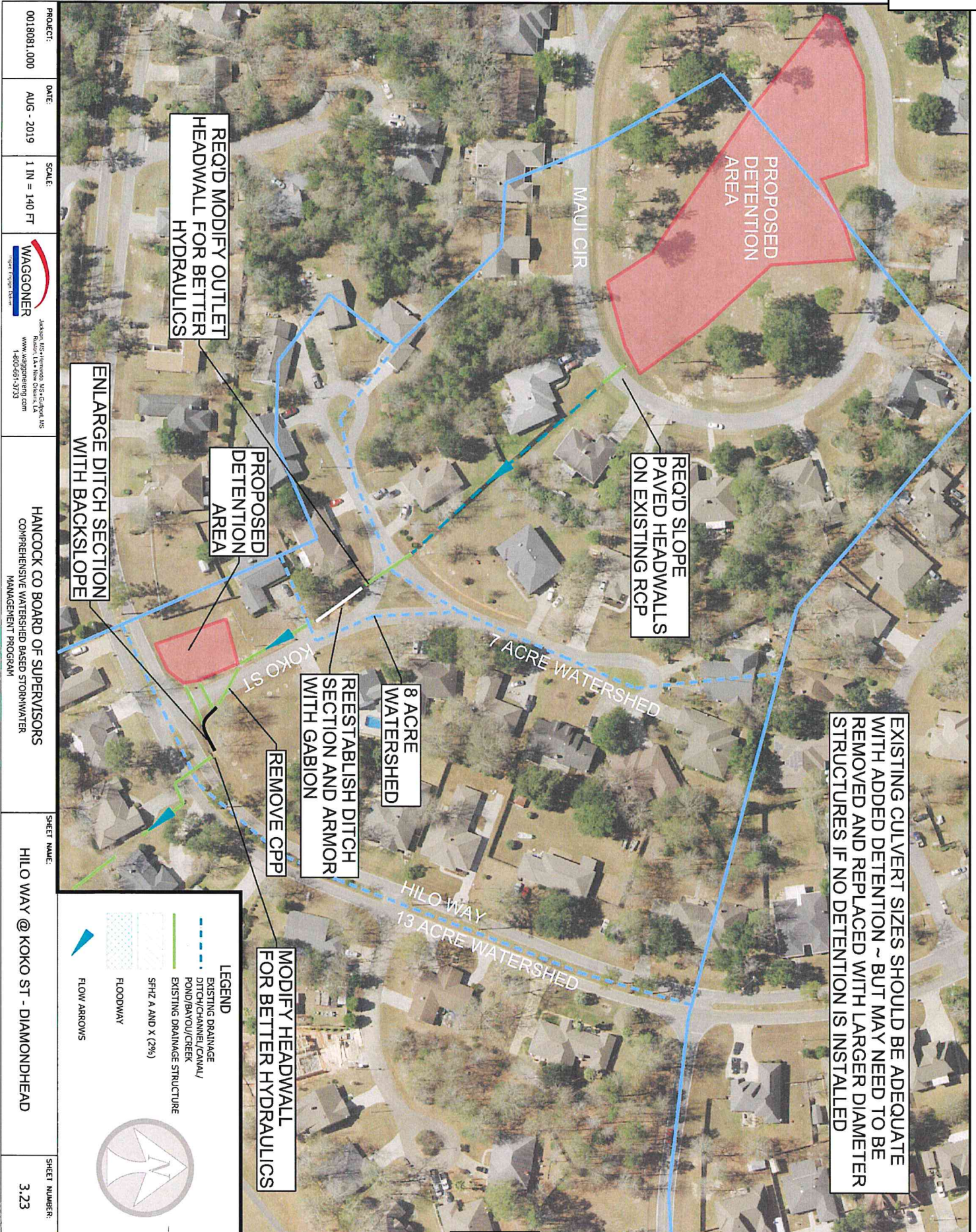
WITNESS this my signature in execution hereof, this the 26th day of May, 2022.

By:

ATTEST: _____


Gerrod Kilpatrick, P.E.,

City of Diamondhead - Hilo Way at Koko St.															Wednesday, May 25, 2022		
	Machado Patano			Scope	Contact:			Phone:								Item No. 17.	
Activity Type/ Task		Type	Project Status/ Resource		PM / Reference	Task Status		Est Start Date	Est Comp Date	Act Start Date	Act Comp Date	% Dist	Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract
Hilo Way Drainage			Active		GWK								84.0	84.0			7,500
Labor	R	Principal Engineer	Gerrod W. Kilpatrick			Principal								16.0	135.00		2,160
	R	Sr. Project Manager	Nicholas W. Moody			Project Manager								8.0	105.00		840
	R	Project Engineer	Jason G. Polite			Civil								40.0	75.00		3,000
	R	Project Engineer	Jack Schmidt			Civil								20.0	75.00		1,500
																Civil Total	7,500
Labor	R	Professional Land Surveyor	Greg Thompson			Survey								0.0	75.00		0
Labor	R	Survey Crew Chief	Aaron Liles			Survey								0.0	0.00		0
Labor	R	Instrument Person	Eddie Vo			Survey								0.0	35.00		0
																Survey Total	0



INVITATION FOR BIDS

Notice is hereby given that sealed bids will be received by the City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, until **10:00 am**, local time, on the day of Thursday, **July 21, 2022** and shall cause the bids received to be publicly opened and the bid amount read aloud for the following project:

*DIAMONDHEAD DR. EAST RETENTION (MILLER) POND
& LILY POND DREDGING
CITY OF DIAMONDHEAD, MISSISSIPPI
PICKERING FIRM, INC. PROJECT NO. 26024.00
RFP No. 2022-006*

The Work included in the Contract shall consist primarily of the following approximate items:

- At two separate locations: Clearing & Grubbing 4,614 square yards (SY) with debris haul off, Dredging 19,576 cubic yards (CY) that are to be removed from each site, and bank stabilization using 3,750 SY of Erosion Control Blanket with 0.95 Acres of Seeding, Sprigging, and Mulching. All of this work will be performed using best management practices for stormwater pollution prevention and environmental protection measures.

Copies of the contract documents, including Drawings and Technical Specifications, are on file and may be examined without charge at the following locations:

Pickering Firm, Inc.	City of Diamondhead	www.diamondheadbids.com
126 Rue Magnolia	5000 Diamondhead Circle	(log-in/registration required)
Biloxi, Mississippi 39530	Diamondhead, Mississippi 39525	

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

Bids must be submitted upon the standard forms contained within these contract documents furnished by the Engineer for the City of Diamondhead, Mississippi, noted in the Instructions to Bidders. Bids submitted shall be in letter form in a sealed envelope and outside of envelope shall be marked plainly RFP# No. 2022-006 Diamondhead Dr. East Retention Pond & Lily Pond Dredging and shall be addressed to Jeannie Klein, City Clerk, City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi 39525 or for those interested, bids can be electronically submitted at www.diamondheadbids.com under the project page. No oral, telegraphic, telephonic, or e-mail proposals will be considered. Each bidder shall write his Name, his Address, and his Certificate of Responsibility number/or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000) on the outside of the sealed envelope containing his proposal. If submitting electronically, please include this information on a cover page with your bid submission. All interpretations of drawings and specifications shall be directed to Pickering Firm, Inc. to Cara Wagner 228-432-5925 or email cwagner@pickeringfirm.com. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal.

The maximum allowable number of consecutive calendar days for the completion of Work (the Contract Time) is set forth in the Bid Proposal and will be included in the executed Agreement. The project will be subject to liquidated damages in the amount of THREE HUNDRED DOLLARS (\$300.00) per consecutive calendar day for each day in default after the stipulated completion date. The contract time will begin when the Contractor commences work on this project but no later than the tenth consecutive calendar day after receipt of a notice to proceed from the Owner.

The City of Diamondhead, Mississippi, reserves the right to reject any and all bids and to waive any informality in the bidding. Bids may be held by the City of Diamondhead, Mississippi, for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract.

Each bid must be accompanied by a Bid Bond or Certified Check in an amount equal to five percent (5%) of his Base Bid, payable to the City of Diamondhead, Mississippi, as bid security. In the event that an electronic bid is submitted, a copy of the bid bond must be included with the submission. If submitting electronically, a hard copy of all bid documents must be provided within 3 business days if requested after the bid opening. The successful bidder shall furnish a Performance Bond and a Payment Bond each in the amount of 100% of the bid.

Published by order of the Diamondhead City Council.

Jeannie Klein, City Clerk
City of Diamondhead

PROOF OF PUBLICATION:

Publication Dates: June 15, 2022
June 22, 2022

Agenda Item #2022-_____

City of Diamondhead, MS
Request for Council Action

TO: City Council MembersFROM: Mayor DepreoDATE: 05/24/2022

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

AGENDA LOCATION: ☒ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED

06-07-2022

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to enter Diamondhead's Dog Park in the PetSafe **Bark for your Dog Park** completion to win \$25,000 in a grant funds for the new park.

No, this is not a matching grant – simply an award for winning communities. No fundraising or donation is necessary for entry.

The current Contest schedule is:

May 1, 2022 Contest Opens

June 30, 2022 at 11:59:59 p.m. ET Deadline for Submission of Community Entries

July 18, 2022 Notification and Qualification of Finalists

August 1, 2022 Finalists Publicly Announced and Voting Period Begins

August 31, 2022 at 11:59:59 p.m. ET Finalist Voting Ends

September 2, 2022 Announcement of Prize Winners

REQUIRED SIGNATURE

REQUESTED BY:

Mayor Nancy Carol Depreo

COUNCIL ACTION:

☐ Approved
 ☐ Denied
 ☐ Tabled/Deferred
 ☐ Info Only

Completed:

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

2284676755

jason@ijc-eng.com



In Item No.21.

Date	6/1/2022
Invoice #	17-057-141

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS
Project
East Aloha Re-design

Work Assignment Description - East Aloha Re-design Total Amount of Work Assignment - \$32,500.00 Total Amount of Amendments - \$22,075.00 Total Previously Paid on Work Assignment - \$34890.69 Amount of Current Invoice - \$10,932.50 Remaining Balance to be paid on Work Assignment - \$8,751.81

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS RPR	East Aloha	4/22/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Daily Work	4/22/2022	0.5	43.00	21.50
	Reports, Tickets & Quantities				
17-057 Dhead MS RPR	East Aloha	4/25/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	Project Coordination	4/25/2022	1	105.00	105.00
17-057 Dhead MS CAD Tech	East Aloha Redesign	4/26/2022	0.5	50.00	25.00
17-057 Dhead MS RPR	East Aloha	4/26/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Daily Work	4/26/2022	1	43.00	43.00
	Reports, Tickets & Quantities				
17-057 Dhead MS Sen. PM	Project Coordination	4/26/2022	3	105.00	315.00
17-057 Dhead MS RPR	East Aloha	4/27/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	Project Coordination	4/27/2022	1.5	105.00	157.50
17-057 Dhead MS RPR	East Aloha	4/28/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Daily Work	4/28/2022	0.5	43.00	21.50
	Reports, Tickets & Quantities				
17-057 Dhead MS RPR	East Aloha Dr	4/29/2022	2	70.00	140.00
17-057 Dhead MS RPR	East Aloha Dr	5/2/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	Project Coordination	5/2/2022	1.5	105.00	157.50
17-057 Dhead MS RPR	East Aloha Dr	5/3/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha improvements	5/3/2022	0.5	43.00	21.50
	daily work reports, tickets and quantities				
17-057 Dhead MS Sen. PM	Project Coordination	5/3/2022	0.5	105.00	52.50
17-057 Dhead MS PLS	EAD-ROW Plat	5/4/2022	3	80.00	240.00
17-057 Dhead MS CAD Tech	East Aloha Improvements	5/4/2022	0.5	50.00	25.00
17-057 Dhead MS RPR	East Aloha Dr	5/4/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	Project Coordination	5/4/2022	1	105.00	105.00
17-057 Dhead MS RPR	East Aloha Dr	5/5/2022	3	70.00	210.00
17-057 Dhead MS RPR	East Aloha Drive	5/6/2022	3	70.00	210.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due

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

2284676755

jason@ijc-eng.com



In Item No.21.

Date	6/1/2022
Invoice #	17-057-141

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS
Project
East Aloha Re-design

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS RPR	East Aloha Drive	5/9/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Imp Daily Work	5/9/2022	0.5	43.00	21.50
	Reports, Ticket and Quantities				
17-057 Dhead MS RPR	East Aloha Drive	5/10/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Imp Daily Work	5/10/2022	1	43.00	43.00
	Reports, Ticket and Quantities				
17-057 Dhead MS CAD Tech	East Aloha Improvements	5/10/2022	0.5	50.00	25.00
17-057 Dhead MS Sen. PM	project coordination	5/10/2022	0.5	105.00	52.50
17-057 Dhead MS RPR	East Aloha Drive	5/11/2022	2	70.00	140.00
17-057 Dhead MS CAD Tech	East Aloha Improvements	5/11/2022	1	50.00	50.00
17-057 Dhead MS Sen. PM	project coordination	5/11/2022	1	105.00	105.00
17-057 Dhead MS RPR	East Aloha Drive	5/12/2022	3	70.00	210.00
17-057 Dhead MS Sen. PM	project coordination	5/12/2022	0.5	105.00	52.50
17-057 Dhead MS RPR	East Aloha Dr	5/13/2022	2	70.00	140.00
17-057 Dhead MS RPR	East Aloha Dr	5/16/2022	2	70.00	140.00
17-057 Dhead MS PLS	EAD-review data with TK and make allpoints	5/16/2022	0.5	80.00	40.00
17-057 Dhead MS RPR	East Aloha Dr	5/17/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Daily work reports, tickets and quantities	5/17/2022	0.5	43.00	21.50
17-057 Dhead MS Sen. PM	project coordination	5/17/2022	1.5	105.00	157.50
17-057 Dhead MS RPR	East Aloha Dr	5/18/2022	5	70.00	350.00
17-057 Dhead MS Clerical	East Aloha Daily work reports, tickets and quantities	5/18/2022	1	43.00	43.00
17-057 Dhead MS RPR	East Aloha Dr	5/19/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Daily work reports, tickets and quantities	5/19/2022	0.5	43.00	21.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due

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

2284676755

jason@ijc-eng.com



In Item No.21.

Date	6/1/2022
Invoice #	17-057-141

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS
Project
East Aloha Re-design

Work Assignment Description - East Aloha Re-design Total Amount of
Work Assignment - \$32,500.00 Total Amount of Amendments -
\$22,075.00 Total Previously Paid on Work Assignment - \$34890.69
Amount of Current Invoice - \$10,932.50 Remaining Balance to be paid
on Work Assignment - \$8,751.81

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS Sen. PM	project coordination	5/19/2022	1	105.00	105.00
17-057 Dhead MS RPR	site coordination	5/20/2022	2	70.00	140.00
17-057 Dhead MS Proj. Eng.	Project Coordination	5/23/2022	0.5	75.00	37.50
17-057 Dhead MS RPR	site coordination	5/23/2022	2	70.00	140.00
17-057 Dhead MS Sen. PM	East Aloha Imp	5/24/2022	0.5	105.00	52.50
17-057 Dhead MS RPR	site coordination	5/24/2022	2	70.00	140.00
17-057 Dhead MS Clerical	East Aloha Daily Work	5/25/2022	1	43.00	43.00
	Reports, tickets and quantities				
17-057 Dhead MS Proj. Eng.	Project Coordination	5/25/2022	0.5	75.00	37.50
17-057 Dhead MS RPR	site coordination	5/25/2022	1	70.00	70.00
17-057 Dhead MS Clerical	East Aloha Daily Work	5/26/2022	0.5	43.00	21.50
	Reports, tickets and quantities				

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due

\$5,930.00

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

2284676755

jason@ijc-eng.com



In Item No.21.

Date	6/1/2022
Invoice #	17-057-140

Bill To
City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525
Project
Bayou Drive Kayak Launch

Work Assignment Description -Bayou Drive Kayak Launch Improvements
Total Amount of Work Assignment - \$8,000.00
Total Previously Paid on Work Assignment - \$2,001.45
Amount of Current Invoice - \$3,725.69
Remaining Balance to be paid on Work Assignment - \$2,268.90

Item	Description	Serviced	Qty	Rate	Amount
17-057-2021 Cad	plan updates	1/10/2022	2	70.00	140.00
17-057-2021 RPR	site visit for field measurements	1/11/2022	1	75.00	75.00
17-057-2021 Cad	plan updates	1/12/2022	2	70.00	140.00
17-057-2021 Cad	plan updates	1/24/2022	2	70.00	140.00
17-057-2021 Project Engineer	Bayou Drive Kayak Launch	1/24/2022	0.5	95.00	47.50
17-057-2021 Cad	Revisions	1/25/2022	1.5	70.00	105.00
17-057-2021 Project Engineer	Bayou Drive Kayak Launch	1/25/2022	1	95.00	95.00
17-057-2021 Cad	Revisions	1/26/2022	1	70.00	70.00
17-057-2021 Project Engineer	Bayou Drive Kayak Launch	1/26/2022	2	95.00	190.00
17-057-2021 Project Engineer	Bayou Drive Kayak Launch	1/27/2022	2	95.00	190.00
17-057-2021 Project Engineer	permit coordination	2/3/2022	0.5	95.00	47.50
17-057-2021 Project Engineer	permit coordination	2/7/2022	0.25	95.00	23.75
17-057-2021 Project Engineer	project coordination	2/10/2022	0.5	95.00	47.50
17-057-2021 Project Engineer	project coordination	2/10/2022	2	95.00	190.00
17-057-2021 Project Engineer	project coordination	2/14/2022	2	95.00	190.00
17-057-2021 Cad	plan updates	2/18/2022	2	70.00	140.00
17-057-2021 Cad	plan updates	2/21/2022	2	70.00	140.00
17-057-2021 Cad	plan updates	2/23/2022	2	70.00	140.00
17-057-2021 Cad	plan updates	2/24/2022	1	70.00	70.00
17-057-2021 Project Engineer	plan updates	2/28/2022	2	95.00	190.00
17-057-2021 Cad	plan updates	3/15/2022	0.5	70.00	35.00
17-057-2021 Cad	plan updates	3/16/2022	1	70.00	70.00
17-057-2021 Cad	plan updates	3/28/2022	0.25	70.00	17.50
17-057-2021 Cad	plan updates	3/31/2022	2	70.00	140.00
17-057-2021 Project Engineer	project coordination	4/1/2022	1	95.00	95.00
17-057-2021 Project Engineer	project coordination	4/4/2022	0.5	95.00	47.50
17-057-2021 Cad	Bayou Dr. Kayak Launch	4/5/2022	4.5	70.00	315.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due

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

2284676755

jason@ijc-eng.com



In Item No.21.

Date	6/1/2022
Invoice #	17-057-140

Bill To

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Project

Bayou Drive Kayak Launch

Item	Description	Serviced	Qty	Rate	Amount
17-057-2021 Project Engineer	project coordination	4/5/2022	0.5	95.00	47.50
17-057-2021 Cad	Bayou Dr. Kayak Launch	4/6/2022	3	70.00	210.00
17-057-2021 Project Engineer	project coordination	4/7/2022	0.5	95.00	47.50
17-057-2021 Cad	Update Plans	4/8/2022	0.25	70.00	17.50
17-057-2021 Cad	Update Plans	4/11/2022	0.75	70.00	52.50
17-057-002 Engineer Intern	permit coordination	4/11/2022	0.5	45.68	22.84
17-057-002 Engineer Intern	permit coordination	4/12/2022	0.5	45.68	22.84
17-057-2021 Cad	Update Plans	4/20/2022	0.5	70.00	35.00
17-057-002 Engineer Intern	project coordination	5/4/2022	4	45.68	182.72

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due \$3,729.65



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

June 1, 2022

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Bid Award – Makiki Drainage Project

Sealed bids were received on May 19, 2022 for the Makiki Drainage Project. The project engineer has reviewed all submittals received as follows:

J&A Excavation, Inc.	\$138,945.00
Bottom 2 Top Construction, LLC	\$210,362.39
Twin L. Construction	\$261,316.55
Holliday Construction, LLC	\$319,000.00
SCI, Inc.	\$365,902.20
Gulf Coast Solutions, LLC	\$6,901,404.75

Attached is the project engineer's recommendation and certified bid tabulation. It is my recommendation to accept and award the project to the low bidder J&A Excavation, Inc. in the amount of \$138,945.00 and further to authorize the City Manager to issue the Notice to Proceed as appropriate and execute the contract for project.

Sincerely,

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

Michael Reso
City Manager

MR:jk

May 27, 2022

Michael J. Reso, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Sent via Email to:

**Re: Bid Award Recommendation
Makiki Dr Drainage**

Dear Mr. Reso:

Bids on the referenced project were received and opened at 10:00 AM on Thursday, May 19, 2021, in the City Hall of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi. Enclosed, please find a certified tabulation (1 page) of the bids received.

After review of the bids received, we noted that J&A Excavation, Inc. was the lowest bidder for the Base Bid. The Base Bid amount was for \$138,945.00. Pickering has reviewed the bid and determined it to be a complete bid package. Per the "Bid Proposal," the "The OWNER reserves the right to reject any or all bids and to waive informalities in the bidding."

Per the paragraph above, it is Pickering's recommendation that the bid submitted by J&A Excavation, Inc. be accepted as the successful bid for Base Bid. Should the City of Diamondhead opt to award the work in the Base Bid, this award amount will equal \$138,945.00.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.



Cara Wagner, PE

BASE BID				Engineers's Estimate Pickering Firm, Inc. 126 Rue Magnolia Biloxi, MS 39531		J&A Excavation, Inc. 4141 SCR 83 Mize, MS 39116 COR No. 23299-SC		Bottom 2 Top Construction, LLC 23272 Hwy 49 Frontage Rd Suite B Saucier, MS 39574 COR No. 23104-MC		Twin L Construction, Inc. 8292 Firetower Rd Pass Christian, MS 39571 COR No. 08365-MC		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470 COR No. 1311-MC		SCI, Inc. 3586 Sangani Blvd Suite L, PMB-345 D'Iberville, MS 39540 COR No. 04939-MC		Gulf Coast Solutions, LLC 12300 Big Creek Road Gulfport, MS 39503 COR No. 21981-MC	
Item No.	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 18,850.00	\$ 18,850.00	\$ 15,000.00	\$ 15,000.00	\$ 12,705.00	\$ 12,705.00	\$ 10,000.00	\$ 10,000.00	\$ 33,263.90	\$ 33,263.90	\$ 12,000.00	\$ 12,000.00
2	Stormwater Protection	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00	\$ 11,434.50	\$ 11,434.50	\$ 10,000.00	\$ 10,000.00	\$ 9,100.00	\$ 9,100.00	\$ 4,700.00	\$ 4,700.00
3	Erosion Control Blanket	SY	1,370	\$ 4.00	\$ 5,480.00	\$ 1.75	\$ 2,397.50	\$ 6.43	\$ 8,809.10	\$ 12.70	\$ 17,399.00	\$ 15.00	\$ 20,550.00	\$ 7.50	\$ 10,275.00	\$ 2.00	\$ 2,740.00
4	Clearing & Grubbing	AC	0.30	\$ 7,000.00	\$ 2,100.00	\$ 10,850.00	\$ 3,255.00	\$ 5,850.00	\$ 1,755.00	\$ 12,705.00	\$ 3,811.50	\$ 50,000.00	\$ 15,000.00	\$ 55,000.00	\$ 16,500.00	\$ 9,000.00	\$ 2,700.00
5	Removal and Replacement of Fence	LF	405	\$ 25.00	\$ 10,125.00	\$ 25.00	\$ 10,125.00	\$ 64.52	\$ 26,130.60	\$ 63.55	\$ 25,737.75	\$ 35.00	\$ 14,175.00	\$ 47.10	\$ 19,075.50	\$ 16,605.00	\$ 6,725,025.00
6	Removal of Existing Pipe	LF	81	\$ 15.00	\$ 1,215.00	\$ 15.00	\$ 1,215.00	\$ 10.00	\$ 810.00	\$ 25.40	\$ 2,057.40	\$ 100.00	\$ 8,100.00	\$ 25.00	\$ 2,025.00	\$ 34.00	\$ 2,754.00
7	Removal of Structure	EA	1	\$ 500.00	\$ 500.00	\$ 3,850.00	\$ 3,850.00	\$ 400.00	\$ 400.00	\$ 10,799.25	\$ 10,799.25	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 850.00	\$ 850.00
8	Channel Clearing & Shaping	LF	800	\$ 35.00	\$ 28,000.00	\$ 10.00	\$ 8,000.00	\$ 11.70	\$ 9,360.00	\$ 8.90	\$ 7,120.00	\$ 30.00	\$ 24,000.00	\$ 25.00	\$ 20,000.00	\$ 8.50	\$ 6,800.00
9	Excess Excavation (FM)	CY	461	\$ 8.00	\$ 3,688.00	\$ 15.00	\$ 6,915.00	\$ 18.72	\$ 8,629.92	\$ 17.80	\$ 8,205.80	\$ 20.00	\$ 9,220.00	\$ 25.00	\$ 11,525.00	\$ 25.25	\$ 11,640.25
10	Borrow Excavation (FM)	CY	73	\$ 15.00	\$ 1,095.00	\$ 18.00	\$ 1,314.00	\$ 18.72	\$ 1,366.56	\$ 25.40	\$ 1,854.20	\$ 100.00	\$ 7,300.00	\$ 25.00	\$ 1,825.00	\$ 35.00	\$ 2,555.00
11	Bedding Material (FM)	CY	50	\$ 25.00	\$ 1,250.00	\$ 82.00	\$ 4,100.00	\$ 114.66	\$ 5,733.00	\$ 114.35	\$ 5,717.50	\$ 150.00	\$ 7,500.00	\$ 25.00	\$ 1,250.00	\$ 63.00	\$ 3,150.00
12	Riprap, Loose (300# 3' Thick)	SY	255	\$ 200.00	\$ 51,000.00	\$ 16.50	\$ 4,207.50	\$ 122.40	\$ 31,212.00	\$ 177.90	\$ 45,364.50	\$ 225.00	\$ 57,375.00	\$ 169.00	\$ 43,095.00	\$ 106.00	\$ 27,030.00
13	Grassing	SY	1,370	\$ 5.00	\$ 6,850.00	\$ 5.00	\$ 6,850.00	\$ 5.34	\$ 7,315.80	\$ 2.55	\$ 3,493.50	\$ 9.00	\$ 12,330.00	\$ 2.00	\$ 2,740.00	\$ 3.25	\$ 4,452.50
14	Bermuda Sod	SY	50	\$ 15.00	\$ 750.00	\$ 9.00	\$ 450.00	\$ 8.50	\$ 425.00	\$ 12.70	\$ 635.00	\$ 50.00	\$ 2,500.00	\$ 12.00	\$ 600.00	\$ 6.00	\$ 300.00
15	Water Main Adjustment	LF	25	\$ 300.00	\$ 7,500.00	\$ 250.00	\$ 6,250.00	\$ 593.92	\$ 14,848.00	\$ 228.70	\$ 5,717.50	\$ 250.00	\$ 6,250.00	\$ 1,422.70	\$ 35,567.50	\$ 250.00	\$ 6,250.00
16	Asphalt Road Repair	SY	50	\$ 100.00	\$ 5,000.00	\$ 50.00	\$ 2,500.00	\$ 101.79	\$ 5,089.50	\$ 69.90	\$ 3,495.00	\$ 250.00	\$ 12,500.00	\$ 140.00	\$ 7,000.00	\$ 200.00	\$ 10,000.00
17	4" White Painted Stripe	LF	120	\$ 5.00	\$ 600.00	\$ 27.50	\$ 3,300.00	\$ 4.88	\$ 585.60	\$ 6.35	\$ 762.00	\$ 20.00	\$ 2,400.00	\$ 32.60	\$ 3,912.00	\$ 12.00	\$ 1,440.00
18	24" RCP	LF	8	\$ 100.00	\$ 800.00	\$ 42.00	\$ 336.00	\$ 69.85	\$ 558.80	\$ 127.00	\$ 1,016.00	\$ 500.00	\$ 4,000.00	\$ 410.60	\$ 3,284.80	\$ 82.25	\$ 658.00
19	42" RCP	LF	56	\$ 170.00	\$ 9,520.00	\$ 155.00	\$ 8,680.00	\$ 151.41	\$ 8,478.96	\$ 228.70	\$ 12,807.20	\$ 300.00	\$ 16,800.00	\$ 450.00	\$ 25,200.00	\$ 175.00	\$ 9,800.00
20	24" FES	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,102.00	\$ 1,102.00	\$ 1,905.75	\$ 1,905.75	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 960.00	\$ 960.00
21	42" FES	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,250.00	\$ 3,250.00	\$ 2,349.15	\$ 2,349.15	\$ 3,684.45	\$ 3,684.45	\$ 3,500.00	\$ 3,500.00	\$ 3,737.50	\$ 3,737.50	\$ 2,300.00	\$ 2,300.00
22	Junction Box	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,924.00	\$ 10,924.00	\$ 20,328.00	\$ 20,328.00	\$ 14,500.00	\$ 14,500.00	\$ 25,500.00	\$ 25,500.00	\$ 20,300.00	\$ 20,300.00
23	Conflict Box	EA	1	\$ 17,000.00	\$ 17,000.00	\$ 17,500.00	\$ 17,500.00	\$ 14,200.00	\$ 14,200.00	\$ 32,397.75	\$ 32,397.75	\$ 14,500.00	\$ 14,500.00	\$ 30,000.00	\$ 30,000.00	\$ 21,000.00	\$ 21,000.00
24	Headwall for 2 Barrel 42"	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 5,500.00	\$ 5,500.00	\$ 13,030.00	\$ 13,030.00	\$ 20,328.00	\$ 20,328.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00
25	18" Ductile Iron Sewer Pipe	LF	20	\$ 300.00	\$ 6,000.00	\$ 80.00	\$ 1,600.00	\$ 362.47	\$ 7,249.40	\$ 127.00	\$ 2,540.00	\$ 1,200.00	\$ 24,000.00	\$ 1,146.30	\$ 22,926.00	\$ 550.00	\$ 11,000.00
TOTAL BASE BID				\$ 210,973.00		\$ 138,945.00		\$ 210,362.39		\$ 261,316.55		\$ 319,000.00		\$ 365,902.20		\$ 6,901,404.75	

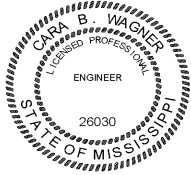
DESCRIPTION OF HIGHLIGHTED ERRORS ON BIDS SUBMITTED

J&A Excavation, Inc., Item 11, difference in unit price in words (governs) vs. numerical unit price


J&A Excavation, Inc., Item 18, wrong quantity applied to extension calculation

Holliday Construction, LLC, Item 8, wrong quantity applied to extension calculation

Gulf Coast Solutions, LLC, Item 5, difference in unit price in words (governs) vs. numerical unit price



I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT, TO THE BEST OF MY ABILITY AND UNDERSTANDING, THIS IS A TRUE AND ACCURATE TABULATION OF THE BIDS RECEIVED BY THE CITY OF DIAMONDHEAD, ON MAY 19, 2022 AT 10:00 A.M. FOR THE SUBJECT PROJECT IN DIAMONDHEAD, MS.


CARA WAGNER, LICENSED PROFESSIONAL ENGINEER

5/27/2022

EXHIBIT "A"
ENGINEER' PROPOSAL

EXHIBIT "B"**SCOPE OF SERVICES**

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

EXHIBIT "C"**WORK ASSIGNMENT**

**CITY OF DIAMONDHEAD
WORK ASSIGNMENT
NO _____**

ENGINEER'S PROJECT NUMBER: - 17-057 Noma Drive Dredging

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

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

1. Permit Application Preparation - \$2,500
2. Hydrographic Surveying - \$6,000
3. Sampling and Testing - \$10,000 (Budget)
4. Permit Coordination with MSDMR – \$3,500 (does not include additional studies such as wetlands delineations or cultural resource surveys that may be required by MSDMR).
5. Dredging exhibits and calculations - \$2,500

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

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

DBEGOAL

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

KEYPERSONNEL

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

CITY

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

PROGRESS SCHEDULE

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

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

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 24,500 (Total of all Charges) without the prior written consent of both parties.

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

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Nancy Hoelzel	Senior Project Manager	115.00
Emily Musgrove	Project Engineer	95.00
Jamie Nesbit	Cad Technician	90.00
Tyler Kirby	RPR	75.00

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

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, 20____.

City of Diamondhead

Authorized Signature

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

Printed Name: _____

Signature: _____

ATTEST: _____

EXHIBIT "D" FEES

AND EXPENSES

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

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

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

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

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

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

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

Direct costs:

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

Direct Salaries:

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

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

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

Date_____

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

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Engineer's Project No _____ Mississippi

City Work Assignment No. _____

Engineer: _____

-----:

—

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

NOTE:

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

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

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

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"
PROGRESS REPORT

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

Report Submitted by _____

Date: _____

EXHIBIT "G"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Enter Consultant's Name}

{Print or Type}

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"**PRIME CONSULTANT / CONTRACTOR EEV
CERTIFICATION AND AGREEMENT**

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

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

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent Date

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor /Consultant

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

NOTARY PUBLIC
My Commission Expires : _____

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

MASTER SERVICE AGREEMENT RATES

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

EXHIBIT "C"

WORK ASSIGNMENT WORK ASSIGNMENT NO 18

PROJECT NUMBER: - Subdivision Regulations Update

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

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The City has requested Covington review the existing subdivision regulations and help revise as necessary for approval by the City Council. Covington proposes the following tasks to complete the requested scope of work.

Task 1: Review Subdivision Regulations: Covington will complete a review of the existing Diamondhead subdivision regulations.

Task 2: Diamondhead Staff Meeting: Covington will meet with the City Manager, Public Works Director, Building Official and other City staff as recommended by the City Manager to get a full understanding of any issues, areas of concern, desired outcomes and goals. Covington is budgeting to attend one meeting where all required city staff will be available.

Task 3: Revise Subdivision Regulations: Based on the information provided and feedback received during tasks 1 and 2 above, Covington will update the subdivision regulations and submit to the City of Diamondhead for Review.

Task 4: Final Staff Review Meeting: Covington will attend a review meeting with City Staff to review the updated subdivision regulations.

Task 5: Final Revision to Subdivision Regulations: Based on the information provided and feedback received during tasks 4 above, Covington will update the subdivision regulations and submit to the City of Diamondhead for Approval.

Task 6: City Council Meeting: Covington will attend a City Council Meeting to present the final subdivision regulations for approval. Covington is budgeting to attend one City Council Meeting under Task 6.

Assumptions and Qualifications:

- The City of Diamondhead will provide the latest subdivision regulations and any previous text amendments in a writable word document format.
- Covington's scope of work is limited to the meetings identified above and providing recommendations for the technical aspects of the regulations such as street widths, stormwater management, sidewalks, curb and gutter.
- In the event additional meetings or an expanded scope of work are required, Covington will provide the City with a revised budget and work assignment for approval.

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *August 2, 2022*, at 11:59 P.M. CDT.

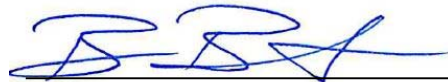
DBEGOAL

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

KEY PERSONNEL

CITY

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



Ben Benvenuti, P.E., Principal Engineer

Progress Schedule	
Task(s)	Duration (From NTP)
1	1 Week
2	2 Weeks
3	4 Weeks
4	5 Weeks
5	6 Weeks
6	8 Weeks

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 5,500.00 (Total of all Charges) without the prior written consent of both parties.

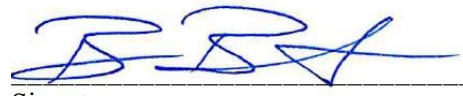
Both parties hereto represent that they have authority to enter into Work Assignment No. 18, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Signature

Covington Civil and Environmental



Signature

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

ATTEST: _____



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

Proposed amendments to subdivision regulations by topics/subject matter

- Maintenance bond- At the city's discretion to extend the maintenance bond period; typically 10% of construction costs
- Any deviation from approved construction plans shall be approved by the city engineer; submittal of plans, if needed.
- Vegetation and trees completely removed from the premises as they are fell; the start of any construction shall not begin until all vegetation and trees are removed;
- Any landscaping in particular the common areas and right of way shall follow the palette of grass, trees and plants, etc. in the Gateway Plan
- MDOT Certified asphalt mix design; mixed design submitted to City
- Testing of asphalt by MDOT certified laboratory; results submitted to City
- Inspector onsite when asphalt is laid (City pays for on-site inspector)
- Engineer who designed the subdivision shall have an on-site inspector during construction
- Detailed construction inspection reports submitted every 30 days
- Inspection check points; required inspection by City Engineer or representative in conjunction with DWSD
- Cross-section detail for base of shoulder (4')
- Compaction test for shoulder including distance apart
- Compaction test for sidewalk for every lot
- Width and radius of cul-de-sac in accordance with International Fire Code, Appendix 103.1
Width=96'; radius =28' (?)
- Provide text on final plat
- RCP (no exceptions)
- Underground utilities
- Street light template
- Street sign template
- Stripping template
- Re-inspection fees (?)
- Add previously adopted text to document i.e. street name to be Hawaiian names.

2022-212

Item No.26.

Covington Civil & Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501
228-396-0486
228-396-0487 fax



Invoice

Invoice #: 16383.08-8
Invoice Date: 5/23/2022
Due Date: 6/22/2022
Project: 16383.08 Commercial Di...
P.O. Number:
Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project Professional Engineering Services Services Provided 04/01/2022 - 04/30/2022			
Task 3 – Permitting	0.008	15,500.00	124.00
Task 4 – Land Acquisition Support Documents	0	60,000.00	0.00
Task 5 – Geotechnical Investigations	0.43	10,500.00	4,515.00
Task 6 – Roadway Design Plans	0.08	182,000.00	14,560.00
Task 7 – Bidding	0.01	9,500.00	95.00
Task 8 – Construction Engineering and Inspection	0	245,000.00	0.00

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

Total	\$19,294.00
Payments/Credits	\$0.00
Balance Due	\$19,294.00

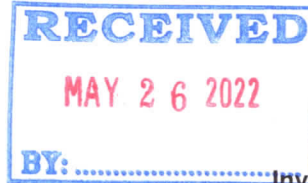


Covington Civil & Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501
228-396-0486

Project Title	Commercial District Transformation Project					
Project Number	16383.08					
Invoice #	16383.08-8					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 63,000.00	\$ 63,000.00	\$ -	\$ 63,000.00	\$ -	100.00%
Task 2 - Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00	\$ 34,500.00	\$ -	\$ 34,500.00	\$ -	100.00%
Task 3 - Permitting	\$ 15,500.00	\$ 14,298.75	\$ 124.00	\$ 14,422.75	\$ 1,077.25	93.05%
Task 4 - Land Acquisition Support Documents	\$ 60,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 54,000.00	10.00%
Task 5 - Geotechnical Investigations	\$ 10,500.00	\$ -	\$ 4,515.00	\$ 4,515.00	\$ 5,985.00	43.00%
Task 6 - Roadway Design Plans	\$ 182,000.00	\$ 111,930.00	\$ 14,560.00	\$ 126,490.00	\$ 55,510.00	69.50%
Task 7 - Bidding	\$ 9,500.00	\$ -	\$ 95.00	\$ 95.00	\$ 9,405.00	1.00%
Task 8 - Construction Engineering and Inspection	\$ 245,000.00	\$ -	\$ -	\$ -	\$ 245,000.00	0.00%
Total	\$ 620,000.00	\$ 229,728.75	\$ 19,294.00	\$ 249,022.75	\$ 370,977.25	40%
<p>*Task 8 is based on a 12-month construction schedule.</p> <p>Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete.</p> <p>Tasks 4 and 8 shall be billed per the attached rate schedule</p>						

Covington Civil & Environmental, LLC

2510 14th Street, Suite 1010
 Gulfport, MS 39501
 228-396-0486
 228-396-0487 fax

**Invoice**

Invoice #: 16175.08-34

Invoice Date: 5/23/2022

Due Date: 6/22/2022

Project: WA #12 - Stormwater M...

P.O. Number: 2022-0556

Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Stormwater Master Plan - Watershed A Phase II PO #2022-0556 Requisition #R-04404 Services Provided 04/01/2022 - 04/30/2022			
Stormwater Master Plan - Watershed A Phase II	0.15	98,120.00	14,718.00

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

Total	\$14,718.00
--------------	--------------------

Payments/Credits	\$0.00
-------------------------	---------------

Balance Due	\$14,718.00
--------------------	--------------------



Covington Civil & Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501
228-396-0486

Project Title Project Number Invoice #		Turnberry Detention Pond Design			
		16175.08			
		16175.08-34			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Stormwater Master Plan Phase II	\$ 98,120.00	\$ 22,567.60	\$ 14,718.00	\$ 80,458.40	38%
Total	\$ 98,120.00	\$ 22,567.60	\$ 14,718.00	\$ 80,458.40	38%

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



City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Invoice number 221-087.001-1
Date 04/30/2022

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

Period of Service: April 1 - 28, 2022

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

Professional Fees

Professional Fees - Engineering

	Hours	Rate	Billed Amount
Project Engineer	11.50	145.00	1,667.50
Senior Design Technician	8.00	90.00	720.00
Administrative Assistant	1.00	80.00	80.00
Two-Man Survey Crew with Equipment	18.00	175.00	3,150.00
Professional Fees subtotal	38.50		5,617.50

Invoice total **5,617.50**

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Total Billed	Current Billed
Professional Fees - Engineering	27,500.00	5,617.50	21,882.50	0.00	5,617.50	5,617.50
Total	27,500.00	5,617.50	21,882.50	0.00	5,617.50	5,617.50

Klein
6/3/22



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator 

DATE: May 31, 2022

SUBJECT: Recommendation from Planning Commission Sign Variance Request Taco Bell

Taco Bell represented by Gulf South Signs, LLC, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a monument sign within 0' of the property line and 2 (two) wall mounted signs not on building frontage. At its regular meeting on May 24, 2021, the Planning Commission voted 5-0 to recommend approving the staff recommendation to do the following:

1. Deny the request for the monument sign. The city has never approved a 0' setback for a monument sign and the sign would not be in keeping with the plans for the Aloha District per Orion Planning.
2. Deny the request for the west facing tower sign. Wall mounted signs are only allowed on the street facing side.
3. Approve the request to allow wall mounted signs on the south facing side. Per Orion Planning, the sign ordinance for the Aloha District will allow wall mounted signs on the street side and the rear of the building where most of the parking is located. The plan is for buildings to have an entrance on each side.



AGENDA PLANNING AND ZONING COMMISSION

Tuesday, May 24, 2022

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Statement of Purpose

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

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of March 22, 2022 minutes.
3. Approval of March 23, 2022 minutes.

New Business

4. Taco Bell represented by Gulf South Signs, LLC, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a monument sign within 0' of the property line; 2 (two) wall mounted signs not on building frontage. The property address is 4500 East Aloha Drive. The tax parcel number is 131E-1-13-006.002. The property is in a C-1 zoning district. The setback for monument signs is 10'. The variance requested is 10'. Wall mounted signs are only allowed on building frontage. The variance requested is to allow 2 (two) wall mounted signs on non-frontage walls. The Case File Number is 202200200.
Approved Staff Recommendation 5-0
5. Bryon Griffith has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a 2nd accessory building (utility shed). The property address is 79326 Diamondhead Drive East. The tax parcel number is 067J-3-36-071.000. The property is in a R-2 zoning district. There shall only be one accessory structure on a property. The variance requested is to allow a second accessory structure. The Case File Number is 202200206.
Denied 5-0 withdrawn

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

6. The next City Council Meeting is Tuesday, June 7, 2022.



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: May 20,2022

CASE FILE NUMBER: 202200200

APPLICANT: Taco Bell by Gulf South Signs, LLC

TAX PARCEL NUMBER: 131E-1-13-006.002

PHYSICAL STREET ADDRESS: 4405 East Aloha Drive

ZONING DISTRICT: C-1 General Commercial

TYPE OF APPLICATION: Variance

NATURE OF REQUEST: Taco Bell represented by Gulf South Signs, LLC, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a monument sign within 0' of the property line; and 2 (two) wall mounted signs not on building frontage. The setback for monument signs is 10'. The variance requested is 10'. Wall mounted signs are only allowed on building frontage. The variance requested is to allow 2 (two) wall mounted signs on non-frontage walls.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: May 24, 2022

ACTION BY THE PLANNING COMMISSION:

FINDINGS: The Planning Commission may recommend granting a variance provided affirmative findings of fact are made on each of the following criteria:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. By way of example, special conditions or circumstances peculiar to land could include irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions.
- B. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title.
- C. That special conditions and circumstances do not result from the actions of the applicant.
- D. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

- F. The Variance would observe the spirit of the Ordinance and would not change the character of the district.
- G. The Variance would observe the spirit of the Comprehensive Plan.
- H. That the Variance requested will not result in any change in use or density of the subject
- I. property.

NOTES: In recommending that any variance be granted, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with the zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the zoning ordinance and punishable as determined within the zoning ordinance.

Under no circumstances shall the Planning Commission or Mayor and City Council grant a variance to allow a use not permissible under the terms of the zoning ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the zoning ordinance in said district.

RECOMMENDATION TO PLANNING COMMISSION: To **deny** the variance as

petitioned for the monument sign and the tower wall mounted sign facing west, and to

approve the wall mounted sign over the entrance and a tower wall mounted sign facing south.

The staff recommends to **deny** the variance as petitioned for the monument sign and the tower wall mounted sign facing west based on the following findings of fact.

- A. That special conditions and circumstances *do not* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district.
- B. That literal interpretation of the provisions of this title *would not* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title.
- C. That special conditions and circumstances, if any, *do* result from the actions of the applicant.
- D. That granting the variance requested *will* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, *will not* represent the minimum variance that will afford relief and *will not* represent the least modification possible of the regulation in issue.
- F. The Variance *does not* observe the spirit of the Ordinance and *will* change the character of the district (area).
- G. The Variance *will not* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will* result in any change in use or density of the subject property.

The staff recommends to **approve** the variance as petitioned for the wall mounted sign over the entrance and a tower wall mounted sign facing south based on the following findings of fact.

- A. That special conditions and circumstances *do* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *The Aloha District as planned will have entrances in the front and rear of the buildings. Our ordinances have not kept pace with this change but intend to allow signage on both entrances of the building.*
- B. That literal interpretation of the provisions of this title *would* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *This is the first of many buildings along East Aloha Drive that will have front and rear entrances.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant. *The ordinance that would allow this are not yet in place but are planned by both the city and Orion Planning.*
- D. That granting the variance requested *will not* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district. *The Aloha District is the first of its kind.*
- E. The variance, if authorized, *will* represent the minimum variance that will afford relief and *will* represent the least modification possible of the regulation in issue.
- F. The Variance *does* observe the spirit of the Ordinance and *will not* change the character of the district (area).
- G. The Variance *will* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will not* result in any change in use or density of the subject property.





East Aloha Streetscape Urban Design

Diamondhead, Mississippi



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

Item No.28.

APPLICATION FOR VARIANCE REQUEST

Case Number: 0000000000

Date 4-28-22 ^{T.B.}

~~Taco Bell Restaurant represented by~~
Applicant: Gulf South Signs, LLC For Taco Bell

Applicant's Address: 5836 Nature Trail Dr. Baton Rouge, LA 70817

Applicant's Email Address: Kimberly@gulfsouthsigns.com

Applicant's Contact Number: (Home) 8779177446 (Work) 9856620770 (Cell) 2252357332

Kimberly
Gremillion

Property Owner: Diamondhead Comm Dev, LLC

Owner's Mailing Address: 4405 Aloha Dr. Diamondhead, MS 39525

Owner's Email Address: _____

Owner's Contact Number: (Home) (228) 216-1819 (Work) _____ (Cell) _____

Tax Roll Parcel Number: _____

Physical Street Address: 4405 Aloha Dr. Diamondhead, MS 39525

Legal Description of Property: _____

Zoning District: C-1

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

(Signage-Size-Height) Monument Sign - Due to the restricted space for monument sign placement, we are requesting zero setback.

Wall signs - we request additional wall signs not facing a street frontage to maximize visibility. Taco Bell's national standard is to have two signs on the tower and one over front entrance

STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

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

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

The Public Hearing will be held on 5/24/02 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.

Kimberly Grumillion
Signature of Applicant

Signature of Property Owner

For Official Use Only

- ☒ \$100.00
☐ Copy of Deed, Lease or Contract
☐ Site Plan
☐ Parking Spaces
☐ List of Property Owner

- ☐ Application Signed
☐ Written Project Description
☐ Drainage Plan NA ☐
☐ Notarized Statement NA ☐

REQUIRED ITEM A

Property Owner Diamondhead Comm Dev, LLC

Street Address 4405 Aloha Dr. Diamondhead, MS 39525

Statement Describing Variance Request

Due to the restricted space, we are requesting zero setback for the monument sign. We request additional wall signs to maximize visibility.

The reasons why it complies with the criteria for variances:

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

Response: It only affects the land or structure in question.
affects all C-1

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

Response: We believe in order to have fair competition with similar businesses we would need the extra signs & placement of the monument sign to be approved - would provide competitive advantage

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

Response: They are not caused by the owner. - who then

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

Response: The approval of this variance would give the owner fair competition. - just the opposite

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

Taco Bell represented by Gulf South Signs, LLC, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a monument sign within 0' of the property line; 2 (two) wall mounted signs not on building frontage.

The property address is 4500 East Aloha Drive. The tax parcel number is 131E-1-13-006.002. The property is in a C-1 zoning district. The setback for monument signs is 10'. The variance requested is 10'. Wall mounted signs are only allowed on building frontage. The variance requested is to allow 2 (two) wall mounted signs on non-frontage walls. The Case File Number is 202200200.

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

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, May 24, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

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



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228-222-4390
www.diamondhead.ms.gov

TO: Taco Bell and adjacent property owners

FROM: J. Pat Rich 
Development Coordinator

DATE: May 6, 2022

SUBJECT: Variance application request before the Planning & Zoning Commission

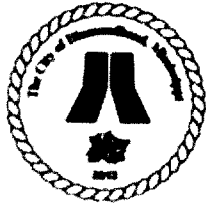
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In accordance with the Comprehensive Zoning Ordinance Article 2.6.4, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application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

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, May 24, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-242-1613.



City of Diamondhead, MS

Docket of Claims Register - Council

Item No.29.

APPKT01749 - 06.07.22 DOCKET

By Vendor Name

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159631	AGJ	06/07/2022	MSP-96031	BACKUP	001-140-605.00	Professional Fees - IT	250.00	2,159.00
					001-140-605.00	Professional Fees - IT	4.00	
					001-140-605.00	Professional Fees - IT	59.50	
					001-140-605.00	Professional Fees - IT	1,832.00	
					001-140-605.00	Professional Fees - IT	13.50	
DKT159632	Allen Purvis & Associates Inc	06/07/2022	PHASE2	APPRAISAL TOWN CENTER	156-653-681.00	PROFESSIONAL SERVIES -- OTHER	900.00	900.00
DKT159633	Amazon com LLC	06/07/2022	1QV4-7WHR-C7MV	OFFICE SUPPLIES	001-110-501.00	Supplies	65.75	206.46
					001-140-501.00	Supplies	33.64	
					001-110-501.00	Supplies	65.75	
					001-140-501.00	Supplies	11.34	
					001-140-501.00	Supplies	29.98	
DKT159634	Anthony Gambino	06/07/2022	FRAUD EXAMINERS REFUI	REFUND - FRAUD EXAMINERS REGISTRATION	001-200-615.00	Travel & Training	183.20	183.20
DKT159635	B&J PITT STOP LLC	06/07/2022	MAY2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	45.00	45.00
DKT159636	BANCORPSOUTH BANK	06/07/2022	713125	COPIER LEASE AGREEMENT -- 8 OF	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	429.36	475.00
					001-800-830.07	Note Interest Payment - Copier Lease Purch 2021	45.64	
DKT159637	BARBECUE COMPETITORS ALLIANCE	06/07/2022	FESTIVAL2022	BBQ JUDGING	001-000-066.00	Prepaid Other	60.00	60.00
DKT159638	BART A. JOHNSON	06/07/2022	MAY2022	COURT REFUND	650-110-110.00	Court Bond Holding	466.00	466.00
DKT159639	CASANO LAW FIRM PA	06/07/2022	JUNE2022	MYRTLE HAAS PROPERTY	001-301-900.00	Capital Outlay - Land	38,487.14	38,487.14

Docket of Claims Register - Council

APPKT01749 - 06

Item No.29.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount
							Line Amount
DKT159640	Clyde C Scott Insurance	06/07/2022	07/01/22-07/01/23	SURETY BOND RENEWAL 07/01/22-07/01/23	001-100-625.00	Insurance	1,638.00
			44509	SURETY BOND RENEWAL 05/17/22-7/1/22	001-100-625.00	Insurance	138.00
DKT159641	Coast Electric Power Association	06/07/2022	05.09.22-003	MONTHLY ELECTRIC BILL	001-140-630.00	Utilities - General	2,214.98
					001-301-630.00	Utilities - Streetlights & Other	4,090.48
			05.09.22-005		001-301-630.00	Utilities - Streetlights & Other	86.33
			05.09.22-007		001-301-630.00	Utilities - Streetlights & Other	42.78
			05.09.22-010		001-140-630.00	Utilities - General	59.19
			05.09.22-012		001-140-630.00	Utilities - General	41.64
			05.09.22-015		001-301-630.00	Utilities - Streetlights & Other	40.50
			05.09.22-016		001-301-630.00	Utilities - Streetlights & Other	40.50
			05.09.22-017		001-301-630.00	Utilities - Streetlights & Other	415.89
			05.09.22-018		001-301-630.00	Utilities - Streetlights & Other	56.06
			05.09.22-019		001-301-630.00	Utilities - Streetlights & Other	45.15
			05.09.22-020		001-301-630.00	Utilities - Streetlights & Other	1,075.91
			05.12.22-002		001-301-630.00	Utilities - Streetlights & Other	1,201.36
			05.25.22-021		001-301-630.00	Utilities - Streetlights & Other	39.15
			05.25.22-022		001-301-630.00	Utilities - Streetlights & Other	128.96
			05.25.22-023		001-301-630.00	Utilities - Streetlights & Other	47.40
			05.25.22-024		001-301-630.00	Utilities - Streetlights & Other	39.15
			05.25.22-025		001-301-630.00	Utilities - Streetlights & Other	41.93
			05.25.22-027		001-301-630.00	Utilities - Streetlights & Other	42.00
			05/12/22		001-301-630.00	Utilities - Streetlights & Other	9,299.35
			05/1822		001-301-630.00	Utilities - Streetlights & Other	44.18
DKT159642	Coastal Hydraulics and Supply LLC	06/07/2022	R22	REPAIRS TO JCB BACKHOE	001-301-635.00	Professional Fees - R&M Outside Services	670.00
DKT159643	Coastal Tire and Auto LLC	06/07/2022	57222	LAWN MOWER TIRE	001-301-571.00	Repairs & Maintenance - Equipment	18.00
DKT159644	COMPTON ENGINEERING, INC.	06/07/2022	221-087.001-1	ANAHOLA & HANA PLACE DRAINAGE BASIN	190-000-602.00	Professional Fees - Engineering	5,617.50

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	Payable Date	Payable Number				Line Amount
DKT159645	Covington Civil and Environmental LLC					37,012.00
	06/07/2022	16175.08-34	WORK ASSIGNMENT #12--	190-000-602.00	Professional Fees - Engineering	14,718.00
		16383.08-8	STORMWATER MASTER PLAN	156-653-602.00	Professional Fees - Engineering - Commercial Dist	124.00
			COMMERCIAL DISTRICT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	4,515.00
			TRANSFORMATION PROJECT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	14,560.00
				156-653-602.00	Professional Fees - Engineering - Commercial Dist	95.00
		16422.08-6	CITY ENGINEER SERVICES	001-280-602.00	Professional Fees - Engineering	3,000.00
DKT159646	CSpire Cell Service					1,054.15
	06/07/2022	05/18/2022	CELLULAR SERVICE FOR APRIL	001-140-632.00	Telephone - Cell	47.36
				001-200-612.00	Internet	343.30
				001-280-612.00	Internet	102.99
				001-280-632.00	Telephone - Cell	91.67
				001-301-632.00	Telephone - Cell	468.83
DKT159647	Custom Products Corporation					612.15
	06/07/2022	370759	STOP SIGNS	001-301-586.00	Street Signs	352.40
		370760	STOP AHEAD SIGNS	001-301-586.00	Street Signs	259.75
DKT159648	CYNTHIA RESTIVO					500.00
	06/07/2022	MAY 2022	COURT REFUND	650-110-110.00	Court Bond Holding	500.00
DKT159649	Deep South Equipment Company					349.86
	06/07/2022	H80421	JCB BACKHOE	001-301-571.00	Repairs & Maintenance - Equipment	37.35
				001-301-571.00	Repairs & Maintenance - Equipment	37.35
				001-301-571.00	Repairs & Maintenance - Equipment	78.06
				001-301-571.00	Repairs & Maintenance - Equipment	78.06
				001-301-501.00	Supplies	35.00
				001-301-571.00	Repairs & Maintenance - Equipment	10.15
				001-301-571.00	Repairs & Maintenance - Equipment	10.15
		H81785	JC 816 ADAPTOR	001-301-571.00	Repairs & Maintenance - Equipment	25.02
				001-301-571.00	Repairs & Maintenance - Equipment	38.72

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DKT159650	Diamondhead True Value	06/07/2022	A395509	PUBLIC WORKS SUPPLIES	001-301-501.00	Supplies	270.00	5,323.65
			A396030		001-301-501.00	Supplies	102.72	
			A397372	PLASTIC COUPLER AND CULVERT	001-301-582.00	Culverts	222.00	
					001-301-582.00	Culverts	4,411.00	
					001-301-582.00	Culverts	74.00	
	MAY2022			MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	86.16	
					001-301-571.00	Repairs & Maintenance - Equipment	36.98	
					001-301-571.00	Repairs & Maintenance - Equipment	17.85	
					001-301-571.00	Repairs & Maintenance - Equipment	32.99	
					001-301-571.00	Repairs & Maintenance - Equipment	25.99	
					001-301-571.00	Repairs & Maintenance - Equipment	43.96	
DKT159651	Diamondhead Water and Sewer District	06/07/2022	06/10/22	WATER	001-301-630.00	Utilities - Streetlights & Other	23.95	594.92
			06/10/22-070		001-301-630.00	Utilities - Streetlights & Other	225.38	
			06/10/22-075		001-301-630.00	Utilities - Streetlights & Other	72.90	
			06/10/22-20	MAY WATER	001-140-630.00	Utilities - General	224.79	
			06/10/22-2070	WATER	001-301-630.00	Utilities - Streetlights & Other	23.95	
			06/10/22-830		001-301-630.00	Utilities - Streetlights & Other	23.95	
DKT159652	Diaz Brothers Printing	06/07/2022	4775	CONTOUR MAP	001-140-621.00	Printing & Binding	40.00	450.00
			4926	CONSTRUCTION SIGNS	001-140-621.00	Printing & Binding	50.00	
					001-140-621.00	Printing & Binding	360.00	
DKT159653	Dixieland Home Farm and Garden Center Inc	06/07/2022	479197	SEED FOR DITCHES	001-301-501.00	Supplies	379.00	532.00
					001-301-501.00	Supplies	153.00	
DKT159654	DREY PAUL BERGERON	06/07/2022	MAY2022	COURT BOND REFUND	650-110-131.01	Court Bond Fees Payable	466.00	466.00
DKT159655	Duhon Machinery Company Inc	06/07/2022	19138P	REPAIR PARTS	001-301-570.00	Repairs & Maintenance - Vehicle	4.52	440.32
					001-301-570.00	Repairs & Maintenance - Vehicle	51.24	
					001-301-570.00	Repairs & Maintenance - Vehicle	110.76	
					001-301-570.00	Repairs & Maintenance - Vehicle	135.44	
					001-301-570.00	Repairs & Maintenance - Vehicle	108.36	
					001-301-570.00	Repairs & Maintenance - Vehicle	30.00	
DKT159656	Eagle Energy	06/07/2022	34904	FUEL	001-301-525.00	Fuel	7.57	5,463.50
					001-301-525.00	Fuel	4,161.96	
			34905		001-301-525.00	Fuel	1,293.97	

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DKT159657	Election Systems & Software 06/07/2022	CD2027834	2022 MUNICIPAL ELECTION	001-140-693.00	Other - Elections	4,899.00
DKT159658	Enmon Enterprises 06/07/2022	MGC06220085	MONTHLY CONTRACT FOR JUNE	001-140-681.00	Other Services & Charges	2,100.00
DKT159659	Eric Nolan 06/07/2022	202200220	LIVE OAK TRIM PERMIT	001-280-681.00	Other Services & Charges	100.00
DKT159660	Fuelman 06/07/2022	05/15/22	FOR THE WEEK ENDING 05.15.2022	001-140-525.00	Fuel	39.96
				001-200-525.00	Fuel	1,103.67
				001-280-525.00	Fuel	38.71
		NP62187478	FOR THE WEEK ENDING 05/22/22	001-140-525.00	Fuel	78.70
				001-200-525.00	Fuel	1,015.53
		NP62209851	FOR THE WEEK ENDING 05/29/22	001-200-525.00	Fuel	1,138.04
				001-280-525.00	Fuel	156.28
DKT159661	Haas and Haas Attorneys 06/07/2022	JUNE2022	MYRTLE HAAS PROPERTY	001-301-900.00	Capital Outlay - Land	1,151.50
DKT159662	Hancock County Board of Supervisors 06/07/2022	JUNE2022	TITLE TRANSFER - CARGO TRAILER	001-301-681.00	Other Services & Charges	10.00
DKT159663	Hancock County Solid Waste 06/07/2022	1083	APRIL RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	40,527.00
DKT159664	James J Chiniche PA Inc 06/07/2022	17-057-140	WORK ASSIGNMENT 00-24-2021 - BAYOU DR KAYAK LAUNCH	001-301-602.00	Professional Fees - Engineering	1,500.00
				001-301-602.00	Professional Fees - Engineering	731.10
				001-301-602.00	Professional Fees - Engineering	1,498.55
		17-057-141	DESIGN, BIDDING, CEI EAST ALOHA PHASE 1	117-301-602.00	Professional Fees - Engineering MDA East Aloha Imp	3,787.50
				117-301-602.00	Professional Fees - Engineering MDA East Aloha Imp	2,142.50
DKT159665	Law offices of Derek R Cusick PLLC 06/07/2022	549	GENERAL MATTERS -- MAY	001-140-603.00	Professional Fees - Legal	6,375.00
		550	PLANNING AND ZONING -- MAY	001-280-603.00	Professional Fees - Legal	2,968.75
		551	CITY PROSECUTOR -- MAY	001-110-603.00	Professional Fees - Legal	3,000.00
		552	LADNER VS CODH -- MAY	001-280-603.00	Professional Fees - Legal	1,468.75
		553	LANGKOPP VS CODH -- MAY	001-301-603.00	Professional Fees - Legal	281.25

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DKT159666	Lee Tractor 06/07/2022	52319	ONSITE REPAIRS TO EQUIPMENT	001-301-635.00	Professional Fees - R&M Outside Services	2,260.13
				001-301-635.00	Professional Fees - R&M Outside Services	299.55
				001-301-635.00	Professional Fees - R&M Outside Services	344.60
		PI06494	KUBOTA SWITCH	001-301-571.00	Repairs & Maintenance - Equipment	12.48
		QI18228	KUBOTA COUNTER	001-301-571.00	Repairs & Maintenance - Equipment	45.39
						2,962.15
DKT159667	Lowes Home Improvement 06/07/2022	978015	VACUUM AND PARTS	001-301-501.00	Supplies	13.28
				001-301-501.00	Supplies	37.96
				001-301-501.00	Supplies	36.10
				001-301-501.00	Supplies	56.98
				001-301-501.00	Supplies	51.28
				001-301-501.00	Supplies	4.48
				001-301-501.00	Supplies	11.29
				001-301-501.00	Supplies	15.18
				001-301-501.00	Supplies	61.73
						288.28
DKT159668	MAGCOR INDUSTRIES 06/07/2022	62667	PARK BENCHES	001-301-501.00	Supplies	1,275.00
						1,275.00
DKT159669	Mechanical Services, LLC 06/07/2022	5936-1	HVAC SYSTEM	001-140-901.00	Capital Outlay - Building	35,000.00
						35,000.00
DKT159670	Moran Hauling Inc 06/07/2022	2	EAST ALOHA IMPROVEMENT PROJECT PHASE #001	117-301-912.00	Capital Outlay - Streets & Drainage-MDA East Aloha	121,591.94
						121,591.94
DKT159671	MS Department of Public Safety 06/07/2022	MAY2022	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	73.92
						73.92
DKT159672	MS Power Company 06/07/2022	06/01/2022	SURVEILLANCE CONTRACT FOR MAY	001-200-681.00	Other Services & Charges	1,265.00
						1,265.00

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DKT159673	Napa of Bay St Louis	06/07/2022	318460	SUPPLIES	001-301-570.00	Repairs & Maintenance - Vehicle	42.82	1,059.54
					001-301-570.00	Repairs & Maintenance - Vehicle	44.13	
					001-301-571.00	Repairs & Maintenance - Equipment	42.82	
			318785	BLADERUNNER BELT	001-301-570.00	Repairs & Maintenance - Vehicle	86.38	
					001-301-571.00	Repairs & Maintenance - Equipment	86.39	
			MAY2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	138.33	
					001-301-570.00	Repairs & Maintenance - Vehicle	16.34	
					001-301-571.00	Repairs & Maintenance - Equipment	72.96	
					001-301-571.00	Repairs & Maintenance - Equipment	78.00	
					001-301-571.00	Repairs & Maintenance - Equipment	39.99	
					001-301-571.00	Repairs & Maintenance - Equipment	83.45	
					001-301-571.00	Repairs & Maintenance - Equipment	83.45	
					001-301-571.00	Repairs & Maintenance - Equipment	89.29	
					001-301-571.00	Repairs & Maintenance - Equipment	155.19	
DKT159674	NATALIE GUESS	06/07/2022	MAY2022	BUSINESS LIAISON	001-653-601.00	Professional Fees - Consulting	1,275.00	1,275.00
DKT159675	Pickering Firm Inc	06/07/2022	0091141	WORK ASSIGNMENT #00-14-2021	001-301-602.00	Professional Fees - Engineering	750.75	14,118.25
			0091144	Strategic Initiatives & Project Agreement	001-301-601.00	Professional Fees - Consulting	1,140.00	
			0091158	AHULI DRAINAGE IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	12,227.50	
DKT159676	RAM TOOL AND SUPPLY CO INC	06/07/2022	9503548700, , 950356183	HURRICANE SEASON SUPPLIES	001-301-501.00	Supplies	2,122.94	2,122.94
DKT159677	Sea Coast Echo	06/07/2022	MAY 2022	SOLID WASTE FEE COLLECTION - 2	001-140-620.00	Advertising	54.48	613.12
			MAY 2022-2	BUILDING DEVELOPMENT AD	001-280-620.00	Advertising	34.08	
					001-280-620.00	Advertising	33.24	
					001-280-620.00	Advertising	37.20	
			MAY 2022-3	SOLID WASTE FEE AD	001-140-620.00	Advertising	48.60	
			MAY 2022-4	L&A TESTING AD	001-140-620.00	Advertising	165.00	
			MAY 2022-5	DUMP TRUCK RFP AD	001-140-620.00	Advertising	75.16	
			MAY2022 - HILO	HILO WAY DRAINAGE ADVERTISEMENT	001-140-620.00	Advertising	165.36	
DKT159678	Skidders AC Service & Repair Inc	06/07/2022	05/11/22	JUDGE'S AC REPAIR	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	280.00	280.00
DKT159679	South MS Business Machines Gulfport	06/07/2022	333768-5/16	PAYMENT 44 OF 60 -- ADMIN	001-280-642.00	Rent - Copier	281.28	369.61
			415089	PER COPY CHARGE FOR APRIL	001-280-506.00	Copier Usage/Maintenance	88.33	

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DKT159680	Southern Printing 06/07/2022	221175	A-130 ADIDAS POLOS	001-200-535.00	Uniforms	142.50
DKT159681	State Treasurer 06/07/2022	MAY2022	COURT ASSESSMENT/FINE FOR MAY	650-110-131.00 650-110-131.01	State Assessments Payable Court Bond Fees Payable	2,040.15 1,920.15 120.00
DKT159682	STUMP N GRIND LLC 06/07/2022	APELEHAMA	TREE REMOVAL - APELEHAMA	001-301-681.00	Other Services & Charges	500.00
DKT159683	Sun Coast Business Supply 06/07/2022	1312120-0	JANITORIAL SUPPLIES	001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00 001-140-510.00	Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial Cleaning & Janitorial	1,134.86 55.80 187.20 19.99 55.44 203.16 59.90 14.74 90.56 54.95 44.74 92.86 5.95 132.52 99.87 17.18
DKT159684	Timothy A Kellar Chancery Clerk 06/07/2022	05.2022	TAX SALE REDEMPTIONS FOR MAY	001-140-694.00	Collection Fees	460.00
DKT159685	Tractor Supply Company 06/07/2022	06/24/22	SUPPLIES	001-301-501.00	Supplies	116.97
DKT159686	TransUnion Risk and Alternative Data Solutions Inc 06/07/2022	202205-1 6177932-202205-1	TLOxp FOR MAY	001-110-681.00 001-200-681.00	Other Services & Charges Other Services & Charges	175.00 75.00 100.00
DKT159687	UMB Card Services 06/07/2022	MAY 2022	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-501.00 001-140-623.00 001-140-623.00	Supplies Membership Dues/Fees Membership Dues/Fees	1,013.47 853.48 45.00 14.99
		MAY2022	SAM'S CLUB MEMBERSHIP	001-140-623.00	Membership Dues/Fees	100.00

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DKT159688	UniFirst Corporation							530.39
	06/07/2022	1530004110		UNIFORM RENTAL FOR THE WEEK ENDING 05/16/22	001-301-535.00	Uniforms	178.82	
		1530005356		UNIFORM RENTAL FOR THE WEEK ENDING 05/23/22	001-301-535.00	Uniforms	178.82	
		1530006605		UNIFORM RENTAL FOR THE WEEK ENDING 05/30/22	001-301-535.00	Uniforms	172.75	
DKT159689	Unifirst First Aid Corp							38.06
	06/07/2022	A602329		FIRST AID CABINET REFILL	001-301-501.00	Supplies	38.06	
DKT159690	Waste Management							63.67
	06/07/2022	0768373-4768-1		DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	63.67	
Total Claims: 60							Total Payment Amount:	387,438.35