



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 18, 2024
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday, July 2 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Sanders Bennett - Eagle Scout Troop 210 Project Presentation
- c. Proclamation - Senior Abuse Day
- d. FY24 Budget Review and Year End Projections

City Manager's Report.

Public Comments on Agenda Items.

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve the June 4, 2024 Regular Meeting Minutes.

Tabled Matters:

2. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

Resolutions:

3. **2024-163:** Motion to adopt Res 2024-027 authorizing grant application for FY26 Tidelands Funding to the MS Department of Marine Resources for the Montjoy Creek Nature Trail Connection.
4. **2024-165:** Motion to adopt Res 2024-028 recognizing, designating and declaring the Diamondhead Public Works facility to be critical in preparation for, responding to and recovering from emergencies.

Consent Agenda:

- [5.](#) **2024-151:** Motion to approve payments in the amount of \$2,136.25 to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements.
- [6.](#) **2024-152:** Motion to approve Pay Application 2 in the amount of \$212,661.74 to LJ Construction, Inc., for the Kaleki Way Drainage Project.
- [7.](#) **2024-153:** Motion to approve Pay Application 9 in the amount of 328,587.26 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
- [8.](#) **2024-154:** Motion to approve Pay Application 1 in the amount of \$174,192.95 to Moran Hauling Inc., for Bayou Drive Drainage Project.
- [9.](#) **2024-158:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$11,665.00 for Coon Branch Drainage.
- [10.](#) **2024-159:** Motion to approve Mississippi Department of Environmental Quality Sub Award Agreement for the Jourdan River Boardwalk Project.
- [11.](#) **2024-160:** Motion to approve amended contract agreement with Rostan Solutions, LLC to extend current contract for one(1) year expiring March 25, 2025 and to further amend the professional services agreement to extend two (2) additional years for a total six (6) years from the effective date of service agreement expiring March 25, 2027.
- [12.](#) **2024-161:** Motion to approve Change Order No. 1 to the contract with Moran Hauling in the net amount of \$3,796.01 for a total contract amount of \$250,336.01 for the Bayou Drive Drainage Project.
- [13.](#) **2024-162:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$8,117.50 for Gex Drive Lighting and irrigation Replacement, in the amount of \$15,895.00 for Kolo Court, in the amount of \$18,000.00 for Kaleki Way Drainage Project, in the amount of \$84,520.00 for Ahuli Drainage Project, and in the amount of \$4,605.00 for Kalae Drainage Project.
- [14.](#) **2024-164:** Motion to approve Work Assignment under the Master Service Agreement with Chiniche Engineering & Surveying in the amount not to exceed \$261,030.50 for Noma Drive Waterfront Improvements Phase 2.
- [15.](#) **2024-166:** Motion to approve amendment to Work Assignment with Chiniche Engineering & Surveying in the amount of \$1,800.00 for the Montjoy Creek Trail Project.

Action Agenda.

- [16.](#) **2024-155:** Pursuant to MS Code § 21-9-27 (2020), The city manager shall hold office for such period (not to exceed four years for any one specified period) as may be provided by ordinance, and shall be eligible for reemployment, successively or otherwise.

Motion to add to city ordinances qualifications for appointments shall be solicited at the beginning of the first term of office for city manager, city attorney, and city clerk. (Depreo)

- [17.](#) **2024-156:** Motion to discuss MS Code § 21-9-71 (2020) Council-Manager Form of Government § 21-9-71. Election offenses.
Any officer or employee other than the mayor and councilmen of any such city, who shall solicit or attempt to influence any person to vote for any particular candidate at any election held in such

city, or who shall in any manner contribute any money, labor or other valuable thing to any person or organization for election purposes, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding One Hundred Dollars (\$100.00), or by imprisonment in the county jail not exceeding thirty days, or by both such fine and imprisonment. (Depreo)

- 18. 2024-157:** Pursuant to MS Code § 21-15-25 (2019), The governing authorities may annually appoint an attorney-at-law for the municipality, prescribe his duties and fix his compensation. Motion to advertise for request for qualifications for city attorney and set the compensation not to exceed \$75,000 per year. (Depreo)

Routine Agenda.

Claims Payable

- 19.** Motion to approve Docket of Claims (DKT231832- DKT231864) in the amount of \$1,133,857.89.
- 20.** Motion to approve Payroll Payables APPKT 02189 (DKT231823 -DKT231831) in the amount of \$61,848.43, PRCLAIM10199 in the amount of \$30,045.48, PRCLAIM010200 in the amount of \$31.092.25, PRCLAIM10201 in the amount of \$29,161.47 and PRCLAIM10202 in the amount of \$3.048.79.

Department Reports

- a.** April 2024 Financials
- b.** Court
Police
Code Enforcement
Building
- c.** May 2024 Financials

Public Comments on Non-Agenda Items.

Council Closing Comments

Executive Session - If Necessary

Adjourn/Recess.

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



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, June 04, 2024
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation - Councilmember Maher

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 3 John Cumberland

Ward 4 Austin Clark

ABSENT

Ward 2 Anna Liese

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to adjust the agenda adding Item **2024-149**: Motion to accept the low quote received from Commercial Electric of Long Beach, Inc. in the amount of \$54,038.61 for the Gex Drive Lighting Project and authorize City Manager to execute documents as necessary, Item **2024-150**: Motion to request reallocation and close out of FY21 Tidelands Grant Funding for Twin Lakes Pier in the amount of \$150,000, reallocating said funds to FY20 Montjoy Creek & Rotten Bayou Restoration and Public Access and authorizing an amended application to reflect same and removing Item **2024-137**:

Pursuant to city ordinance - Sec. 2-40. - Special committees.

All special committees shall be appointed by the mayor.

Motion to approve the following special committees:

1. Special Committee to review the needs of our youth and suggest youth activities in the city.
2. Special Committee to review the best methods to communicate with the residents of the city.
3. Special Committee to review compliance concerns in both residential and commercial areas and suggest ordinance revisions.
4. Special Committee to receive and communicate the concerns of the residents for construction projects to the city. Strong understanding of construction and reading construction plans is a requirement.

5. Special Committee to review city events and suggest new city events.
6. Special Committee to review the building permit process and suggest revisions. (Depreo)

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday, June 18, 2024 at 6:00 p.m. in Council Chambers located at City Hall.

City Manager's Report.

CITY MANAGER REPORT

June 04, 2024

1. Park Ten Road –The contract is for 309 Calendar Days with an end date of July 10th. Due to third party delays, this project will need an additional time extension. The contractor is working around the areas affected to complete as much work as possible. The lighting is being installed on the West side of the road and the sidewalk is being installed on the East side. The landscape irrigation subcontractor is complete up to the treatment plant.
2. Beaux Vue 2 – Currently waiting on the change order for this project. Once approved, the notice to proceed will be issued.
3. Noma Drive Phase 1b – The pre-construction conference is scheduled for tomorrow. The notice to proceed will be issued once all bonds & insurances are received.
4. Kaleki Way – The contract is for 120 days with an end date of August 6th. All driveway and additional culverts have been installed. The contractor will continue working on the remainder of the project.
5. Bayou Drive –The project is for 90 days with an end date of August 4th. The new concrete culvert will have to be cured before the new asphalt will be installed. The contractor is working on the side slopes and riprap.
6. Drainage Projects – All remaining ARPA funded projects are out for bid.
7. Canal Dredging – The RESTORE council has completed their final review of this project and a recommendation was made to the council. Once approved, an award letter will be issued.
8. Noma Drive Boardwalk – MDEQ will be issuing the grant award letter within the next two weeks.
9. Montjoy Creek – The engineer will present an update to the project at the July 2nd meeting. We expect to request permission to bid this project out in August.
10. Noma Drive Nature Trail – The engineer has designed a route for this project and will present it at the July 2nd meeting. This will be the first phase of this project. The city will continue to seek grants for the additional phases.
11. Coon Branch – The engineer will present the initial design at the July 2nd council meeting for these four GOMESA projects.
12. Noma Drive Dredging – **No updated information this meeting.** The engineer expects to bid this summer. The project is to remove sediment in the Jourdan River to allow better boat access from the Noma Drive Boat Launch.

13. Detention Ponds – **No updated information this meeting.** Engineer has completed design on this project and will provide them to public works to complete the dredging.
14. Kome Drive – **No updated information this meeting.** This will be to address driveway and landscape culverts on Kome Drive.
15. HMGP/CRS – **No updated information this meeting.**
16. Kalipekona Pond -- **No updated information this meeting.** This project will dredge the south end of the pond to remove sediment.
17. Dog Park – **No updated information this meeting.** The county asked to make a few minor changes to the survey.
18. Pelican Cove Drainage Project – **No updated information this meeting.** Engineer has been provided with the work assignment and will begin the surveying on this project.

Email Request Received

1. Alakoko Place – Councilmember asked about the rear ditch on this property. A work order was issued to Public Works. **Ditch has been cleaned by public works.**
2. 84126 Bayou Drive – Councilmember asked about two lots next to this address that were initially cleared by a contractor but have been left with a few trees and trash on the property. I have asked code enforcement to contact the current lot owner.
3. 10747 Lilnoe Way – Councilmember asked for a compliance check on this address. I turned the request over to the code enforcement officer. **Turned over to court.**
4. 9834 Pokai Way – Councilmember asked for a compliance check on this address. I have forwarded this to code enforcement. A letter was sent last month requesting the property to be cleaned up. **Turned over to court.**
5. 8896 Kipapa Way – Councilmember asked for a compliance check on this address. I have forwarded this to code enforcement.
6. 73650 DH Drive North – Councilmember asked that resident's ditch be cleaned out. A work order has been issued. **Completed by public works.**
7. Beaux Vue/Highpoint Ditch – Councilmember asked about the outfall ditch of Beaux Vue and Highpoint not draining. A work order was created to reshape the ditch.
8. 568 Ahuli Place – Councilmember has reported that the ditch needs to be cleaned at and near this address. A work order has been created for public works. This will be addressed after the Ahuli Place project is completed.
9. Diamondhead Drive East – Councilmember asked about tree limbs around the East Rec area of DH Drive East are hanging over the road and need to be trimmed. A work order has been created.
10. Football Fields – Councilmember informed me of ants on the football field. **Public works has cut the fields and treated the field to address the issue.**
11. City Hall Gazebo – Councilmember informed me the handicap rail on the gazebo is broken. A work order has been created.
12. 6541 Kiko Street – Councilmember asked about ditch in front yard. **The resident had landscape culverts that were all leaking at the connection joints. They were removed. The resident would not allow public works to slope the ditch as they intended on replacing the culverts. The resident has been notified of the stormwater violation.**

Public Comments on Agenda Items.

Howard Thickman - Engineering and special committee to review construction projects.

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve the June 4, 2024 Regular Meeting Minutes.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the June 4, 2024 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Tabled Matters:

2. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

NO ACTION TAKEN

Resolutions:

3. **PUBLIC HEARING - 2024-136:** Motion to adopt Resolution 2024-025 to adjudicate that the property located at the corner of Kalipekona Way and Kaiki Drive (parcel number 132A-1-03-096.000) has a tree extending dangerously over the roadway that poses a serious problem to the community and welfare of the citizenry of the city and authorizing advertisement for bids or to obtain quote(s) to remove the tree located from the property and to assess the costs to the said property owner and for other related purposes. Property owner is Cologiro Montalbano.

PUBLIC HEARING - Mayor Depreo opened the Public Hearing in the matter of property located at corner of Kalipekona Way and Kaiki Drive (parcel #132A-1-03-096.000) and called on three (3) occasions for property owner Colgiro Montabano with no response.

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to adopt Resolution 2024-025 to adjudicate that the property located at the corner of Kalipekona Way and Kaiki Drive (parcel number 132A-1-03-096.000) has a tree extending dangerously over the roadway that poses a serious problem to the community and welfare of the citizenry of the city and authorizing advertisement for bids or to obtain quote(s) to remove the tree located from the property and to assess the costs to the said property owner and for other related purposes. Property owner is Cologiro Montalbano.

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

MOTION CARRIED UNANIMOUSLY

- 4. **2024-145:** Motion to adopt Resolution 2024-026 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 10 and 11, Diamondhead Phase 2, Unit 1, Block 10. The parcel number is 131R-0-10-170.001. The physical street address is 1322 Enos Street.

Motion made by Ward 3 Cumberland, Seconded by Ward 4 Clark to adopt Resolution 2024-026 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 10 and 11, Diamondhead Phase 2, Unit 1, Block 10. The parcel number is 131R-0-10-170.001. The physical street address is 1322 Enos Street.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to approve the following consent:

- 5. **2024-142:** Motion to approve Change Order No. 1 to the contract with Warren Paving Inc in the net amount of -\$149,970.81 for a total contract amount of \$3,189,438.04 and payment request 5 in the amount of \$162,598.43 for the Bond Paving Project
- 6. **2024-143:** Motion to declare surplus equipment and proceed with proper disposal.
- 7. **2024-144:** Motion to approve invoice payment 15 in the amount of \$5,725.00 and invoice payment 16 as the final payment in the amount of \$2,875.00 to Digital Engineering for the Bond Paving Project.
- 8. **2024-146:** Motion to enter into band contract with Joni Compretta and Baytown Groove in the amount of \$1,000.00 for the Fireworks Celebration to be held on Saturday, June 29, 2024 and to authorize the City Manager to execute same.
- 9. **2024-147:** Motion to approve final payment in the amount of \$3,630.00 to Covington Civil and Environmental for the Commercial District Transformation Noma Drive Project.
- 10. **2024-148:** Motion to approve change order 3 in the amount of -\$77,331.99 for a total contract price of \$991,595.56, approve project close and final payment in the amount of \$51,954.78 to Moran Hauling for the Commercial District Transformation Noma Drive Project.
- 17. **2024-149:** Motion to accept the low quote received from Commercial Electric of Long Beach, Inc. in the amount of \$54,038.61 for the Gex Drive Lighting Project and authorize City Manager to execute documents as necessary.
- 18. **2024-150:** Motion to request reallocation and close out of FY21Tidelands Grant Funding for Twin Lakes Pier in the amount of \$150,000, reallocating said funds to FY20 Montjoy Creek & Rotten Bayou Restoration and Public Access and authorizing an amended application to reflect same.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 12. 2024-138:** Pursuant to MS Code § 21-9-27 (2020), The city manager shall hold office for such period (not to exceed four years for any one specified period) as may be provided by ordinance, and shall be eligible for reemployment, successively or otherwise. Motion to add to city ordinances qualifications for appointments shall be solicited at the beginning of the first term of office for city manager, city attorney, and city clerk. (Depreo)

Motion made by Mayor Depreo Pursuant to MS Code § 21-9-27 (2020), The city manager shall hold office for such period (not to exceed four years for any one specified period) as may be provided by ordinance, and shall be eligible for reemployment, successively or otherwise. Motion to add to city ordinances qualifications for appointments shall be solicited at the beginning of the first term of office for city manager, city attorney, and city clerk.

MOTION DIED FOR LACK OF SECOND

- 13. 2024-139:** Motion to discuss MS Code § 21-9-71 (2020) Council-Manager Form of Government § 21-9-71. Election offenses. Any officer or employee other than the mayor and councilmen of any such city, who shall solicit or attempt to influence any person to vote for any particular candidate at any election held in such city, or who shall in any manner contribute any money, labor or other valuable thing to any person or organization for election purposes, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding One Hundred Dollars (\$100.00), or by imprisonment in the county jail not exceeding thirty days, or by both such fine and imprisonment. (Depreo)

Motion made by Mayor Depreo to discuss MS Code § 21-9-71 (2020) Council-Manager Form of Government § 21-9-71. Election offenses. Any officer or employee other than the mayor and councilmen of any such city, who shall solicit or attempt to influence any person to vote for any particular candidate at any election held in such city, or who shall in any manner contribute any money, labor or other valuable thing to any person or organization for election purposes, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding One Hundred Dollars (\$100.00), or by imprisonment in the county jail not exceeding thirty days, or by both such fine and imprisonment.

MOTION DIED FOR LACK OF SECOND

- 14. 2024-140:** Motion to discuss the status of the drainage concerns that were addressed at the council meeting on May 21, 2024, for Kaleki Drainage, Ahuli Drainage and Kalae Drainage. (Depreo)

Motion made by Mayor Depreo to discuss the status of the drainage concerns that were addressed at the council meeting on May 21, 2024, for Kaleki Drainage, Ahuli Drainage and Kalae Drainage.

MOTION DIED FOR LACK OF SECOND

- 15. 2024-141:** Pursuant to MS Code § 21-15-25 (2019), The governing authorities may annually appoint an attorney at-law for the municipality, prescribe his duties and fix his compensation. Motion to advertise for request for qualifications for city attorney and set the compensation not to exceed \$75,000 per year. (Depreo)

Motion made by Mayor Depreo Pursuant to MS Code § 21-15-25 (2019), The governing authorities may annually appoint an attorney at-law for the municipality, prescribe his duties and fix his compensation. Motion to advertise for request for qualifications for city attorney and set the compensation not to exceed \$75,000 per year.

MOTION DIED FOR LACK OF SECOND

Routine Agenda.

Claims Payable

- 16. Motion to approve Docket of Claims (DKT231801- DKT231822) in the amount of \$264,267.37.

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to approve Docket of Claims (DKT231801- DKT231822) in the amount of \$264,267.37.

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

Voting Nay: Mayor Depreo

MOTION CARRIED

Public Comments on Non-Agenda Items.

Elizabeth Schmidt - City Council behavior at the meetings.

Council Closing Comments

Mayor Depreo discussed drainage concerns at Kaleki, Ahuli and Kalae.

Adjourn/Recess.

At 6:25 p.m. with no further action to come before the council motion made by Ward 1 Finley, Seconded by Ward 4 Clark to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

Agenda Item #2023- 408

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting.

REQUIRED SIGNATURES

REQUESTED BY:
City Manager:
City Attorney:

COUNCIL ACTION:
 Approved Denied Tabled/Deferred Info Only Completed:

RESOLUTION AUTHORIZING REQUEST TO THE DEPARTMENT OF MARINE RESOURCES FOR MISSISSIPPI TIDELANDS TRUST FUND PRGRAM) FUNDING TO BE UTILIZED FOR NOMA DRIVE TO MONTJOY CREEK NATURE TRAIL CONNECTION.

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 FY26 Tidelands Funding; and

WHEREAS, it is in the best interest of the City to request Mississippi Tidelands Trust Funds to support Noma Drive to Montjoy Creek Nature Trail Connection project for preservation, development and access to public waterways; and

WHEREAS, the City, if awarded FY26 Mississippi Tidelands Funding for its Noma Drive to Montjoy Creek Nature Trail Connection project, would be required to provide \$0 match funding.

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

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

SECTION TWO: The City Manager, is hereby authorized to request FY26 Mississippi Tidelands Grant Funds and submit all required information to the Mississippi Department of Marine Resources for the Noma Drive to Montjoy Creek Nature Trail Connection Project.

SECTION THREE: The City Manager is hereby authorized to take any and all actions necessary to carry out the intent of this resolution and to provide any information to the Mississippi Department of Marine Resources in order to complete its review of the FY26 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
Councilmember Finley	—	—	—
Councilmember Liese	—	—	—
Councilmember Cumberland	—	—	—
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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

(SEAL)



ENHANCE PROTECT CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2026

Public Access Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

<p>1. Title of Project: <i>red outlines indicate required fields</i></p> <p>Noma Drive to Montjoy Creek Nature Trail Connection</p>	<p>6. Funding Requested:</p> <p>\$ 500,000.00</p>
<p>2. Location of Project:</p> <p>Diamondhead, MS</p>	<p>6a. Requested Funding for Required Match:</p> <p>_____</p> <p>6b. Amount Above Matching Funds:</p> <p>_____</p>
<p>3. Requesting Agency:</p> <p>City of Diamondhead</p> <p>3.a Select your Office (DMR Applicants Only)</p> <p>_____</p>	<p>7. Matching Funds:</p> <p>\$ 0.00</p> <p>8. Source of Matching Funds:</p> <p>_____</p>
<p>4. Requesting Agency Representative:</p> <p>a. Name: Jon McCraw</p> <p>b. Phone: (228) 22-4626</p> <p>c. Fax: _____</p> <p>d. Address: 5000 Diamondhead Circle, Diamondhead, MS 39525</p> <p>e. Email: jmccraw@diamondhead.ms.gov</p>	<p>9. Total Project Funds</p> <p>\$ 500,000.00</p> <p>Joint Project Information</p> <p>Is this a Joint Project?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter the agency:</p> <p>_____</p>
<p>5. Project Manager:</p> <p>a. Name: Jason Chiniche</p> <p>b. Phone: (228) 467-6755</p> <p>c. Fax: _____</p> <p>d. Address: 407 Hwy 90 Bay St. Louis, MS 39520</p> <p>e. Email: jason@chiniche.com</p>	<p>Other Agency's Contact:</p> <p>_____</p>



ENHANCE PROTECT CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2026

PROJECT SUMMARY

? 10. Provide Brief Project Description/Overview:

The City of Diamondhead is proposing a nature trail that will stretch approximately 2 miles, linking the Montjoy Creek trail to the Noma Drive boat launch. The trail will be tailored to walkers, hikers, fishermen, bird watchers, and other nature enthusiasts within the community. It will feature access points to waterways and low lying regions, incorporating pedestrian bridges, boardwalks, natural elements, and viewing platform/rest area equipped with benches.

? 11. LIST Project Goals/Objectives:

- Enhance public access to recreational activities
- Promote outdoor activities for families and visitors
- Develop ecotourism

? 12. LIST Project Benefits:

- Connects to popular recreational areas, creating a continuous natural corridor
- Supports communities and businesses through ecotourism
- Supports local habitat in the area



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2026

PROJECT SUMMARY

? 13. LIST Project Tasks:

- 1.Preliminary Design
- 2.Design and Engineering
- 3.Permitting
- 4.Construction
- 5.Closeout

? 14. Project Timetable/Milestones:

- 1.Preliminary Design - 1 month
- 2.Design and Engineering - 3 months
- 3.Permitting - 3 months
- 4.Construction - 6 months
- 5.Closeout - 1 month

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

FY-24 - P510-12

? 16. Project Timing:

Short-term (3 years or less)

Deferred/long-term (3 – 5 years)



ENHANCE PROTECT CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2026

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:

Ecotourism, Fishing, and Bird Watching

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

Montjoy Creek Nature Trail and Noma Drive Boat Launch Waterfront Improvements

? 23. Will this project involve impacting, filling, or dredging coastal wetlands? Yes No
If yes, what acreage: 1 Acre

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

Local residents, tourists, nature enthusiasts, bird watches, hikers, and ecotourists

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

The nature trail will provide public access to the above groups.



ENHANCE PROTECT CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2026

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

- 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?

The 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 FY2026

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 is proposing a nature trail that will stretch approximately 2 miles, linking the Montjoy Creek trail to the Noma Drive boat launch. The trail will be tailored to walkers, hikers, fishermen, bird watchers,, and other nature enthusiast within the community. It will feature access points to waterways and low lying regions, incorporating pedestrian bridges, boardwalks, natural elements, and viewing platform/rest area equipped with benches.

The project aims to enable both local residents and visitors to partake in outdoor activities without disrupting the environment. Additionally, it will link two current outdoor public spaces, enhancing the overall appeal of the area for visitors.



ENHANCE · PROTECT · CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY2026

APPLICATION SUMMARY

32. Estimated number of years to completion:

33. Estimated Completion Date:

34. Prioritize if your agency has submitted multiple projects

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.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2026

BUDGET

	?	?	?	?	?	
Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	50000					\$ 50,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	450000					\$ 450,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

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 FY2026

LEGISLATIVE SUMMARY

1. Title of Project:

Noma Drive to Montjoy Creek Nature Trail Connection

2. Location of Project:

Diamondhead, MS

3. Requesting Agency:

City of Diamondhead

6. Funding Requested:

\$ 500,000.00

7. Matching Funds:

\$ 0.00

8. Source of Matching Funds:

9. Total Project Funds:

\$ 500,000.00

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 is proposing a nature trail that will stretch approximately 2 miles, linking the Montjoy Creek trail to the Noma Drive boat launch. The trail will be tailored to walkers, hikers, fishermen, bird watchers, and other nature enthusiasts within the community. It will feature access points to waterways and low lying regions, incorporating pedestrian bridges, boardwalks, natural elements, and viewing platform/rest area equipped with benches.

The project aims to enable both local residents and visitors to partake in outdoor activities without disrupting the environment. Additionally, it will link two current outdoor public spaces, enhancing the overall appeal of the area for visitors.

**A RESOLUTION OF THE CITY OF DIAMONDHEAD CITY COUNCIL
RECOGNIZING, DESIGNATING AND DECLARING THE DIAMONDHEAD PUBLIC
WORKS FACILITY TO BE CRITICAL IN PREPARATION FOR, RESPONDING TO
AND RECOVERING FROM EMERGENCIES**

WHEREAS, the City of Diamondhead (the "City") is responsible for the safety and security of its residents before, during, and following an emergency; and

WHEREAS, the City maintains emergency management, police, and public works operations and facilities to implement and support emergency response within its jurisdiction; and

WHEREAS, the City is presently seeking and may in the future seek state and federal grant funding to support, improve, and/or protect these facilities, furthering the City's ability to prepare for, respond to, and recover from emergencies; and

WHEREAS, it may be necessary for the City to formally recognize the critical status of these facilities in order to secure said funding;

NOW, THEREFORE, upon motion duly made, seconded, and passed, it is resolved as follows:

1. The above recitals are true and correct,
2. The City recognizes, designates, and declares the following facilities to be critical to its [City] ability to prepare for, respond to, and recover from emergencies:
 - a. Department of Public Works located at 98910 Kapalama Drive [Diamondhead, MS 39525]

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2024.

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

ATTEST: _____

CITY CLERK

APPROVED: _____

NANCY DEPREO, MAYOR

seal



DIGITAL ENGINEERING & IMAGING, INC.

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Item No.5.

May 14, 2024

Mr. Jon McCraw
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements
DE Invoice No.: 730-1001-48

Dear Mr. McCraw:

Attached please find Invoice No. 48 for professional services on the above referenced project in the amount of **\$2,136.25** in accordance with our agreement.

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING

Handwritten signature of L. Bruce Newton in black ink.

L. Bruce Newton, P.E., M.B.A.
President

LBN/chc

cc: Mr. Robert J. Delaune

A blue ink stamp that says 'RECEIVED' in large letters. Below it, the date 'MAY 21 2024' is stamped in red. At the bottom, the word 'BY:' is followed by a handwritten signature in blue ink.

Enclosures

Invoice

Digital Engineering & Imaging, Inc.

City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525

May 14, 2024
Project No: B7301001.000
Invoice No: 48

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from March 31, 2024 to April 27, 2024

Phase 003 Beaux Vue Ph. 2 Drainage Improvements

Task 40 Construction Admin

Professional Personnel

	Hours	Rate	Amount
Prine, Michael	4.00	90.00	360.00
Stein, John	12.25	145.00	1,776.25
Totals	16.25		2,136.25
Total Labor			2,136.25

Billing Limits

	Current	Prior	To-Date
Total Billings	2,136.25	1,642.50	3,778.75
Limit			3,800.00
Remaining			21.25

Total this Task \$2,136.25

Total this Phase \$2,136.25

Billings to Date

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	2,136.25	25,754.50	27,890.75
Totals	2,136.25	30,099.50	32,235.75
			Total this Invoice \$2,136.25

Billing Backup

Tuesday, May 14, 2024

Digital Engineering & Imaging, Inc.

Invoice 48 Dated 5/14/2024

1:59:21 PM

Project	B7301001.000	City of Diamondhead Master Services Agreement 2021
Phase	003	Beaux Vue Ph. 2 Drainage Improvements
Task	40	Construction Admin

Professional Personnel

			Hours	Rate	Amount
0052	50 - Prine, Michael	4/17/2024	3.00	90.00	270.00
	Revise cad drawing				
0052	50 - Prine, Michael	4/18/2024	1.00	90.00	90.00
	revise cad drawing				
0111	30 - Stein, John	4/1/2024	.50	145.00	72.50
	Design change				
0111	30 - Stein, John	4/5/2024	.25	145.00	36.25
	CA Design Change				
0111	30 - Stein, John	4/12/2024	.25	145.00	36.25
	PM				
0111	30 - Stein, John	4/16/2024	7.00	145.00	1,015.00
	Drawing Redesign				
0111	30 - Stein, John	4/17/2024	1.50	145.00	217.50
	drawing				
0111	30 - Stein, John	4/18/2024	.50	145.00	72.50
	Drawing Redesign				
0111	30 - Stein, John	4/22/2024	2.25	145.00	326.25
	City Manager Called need to change design Started looking at alternatives				
	Totals		16.25		2,136.25
	Total Labor				2,136.25
				Total this Task	\$2,136.25
				Total this Phase	\$2,136.25
				Total this Project	\$2,136.25
				Total this Report	\$2,136.25

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Item No.6.



June 6, 2024

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

**Re: Pay Application #2
Kaleki Way Drainage Project
LJ Construction, Inc.**

Dear Mr. McCraw:

Enclosed, please find Pay Application #2 to be considered for approval by the City Council at the next meeting. The Application includes the period from 5/1/2024 to 5/31/2024. At the end of the application period, we are approximately 52% complete on contract value and 43% on contract time.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council approve payment to LJ Construction, Inc., in the amount of \$212,661.74. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Andrew Levens, P.E.
Engineering Manager

Enclosures: LJ Pay Application #2 Signed

Contractor's Application for Payment

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: LJ Construction Inc.
 Project: Kaleki Way Drainage Project
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 16175 WA 3
 Contractor's Project No.: _____

Application Date: 06/07/24

Application No.: 2		Application Period: From 05/01/24 to 05/31/24		Application Date: 06/07/24											
A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)		
						Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)						
Original Contract															
01505-1	Mobilization	1	LS	\$ 46,969.77	46,969.77	-	-	0.75	35,227.33	-	35,227.33	75%	11,742.44		
02050-1	Removal of Asphalt Pavement, All Depths	840	SY	\$ 8.00	6,720.00	27.00	216.00	107.00	856.00	-	856.00	13%	5,864.00		
02050-2	Removal of Concrete Driveway, All Depths	750	SY	\$ 8.50	6,375.00	59.67	507.20	449.17	3,817.95	-	3,817.95	60%	2,557.05		
02050-3	Sawcut Asphalt, All Depths	350	LF	\$ 7.00	2,450.00	-	-	350.00	2,450.00	-	2,450.00	100%	-		
02050-4	Sawcut Concrete, All Depths	870	LF	\$ 8.00	6,960.00	-	-	655.00	5,240.00	-	5,240.00	75%	1,720.00		
02050-5	Removal of Concrete Drainage Structures	16	EA	\$ 600.00	9,600.00	-	-	-	-	-	-	0%	9,600.00		
02050-6	Removal of Pipe, All Sizes	1,180	LF	\$ 10.00	11,800.00	53.00	530.00	424.00	4,240.00	-	4,240.00	36%	7,560.00		
02050-7	Remove and Relocate Existing Sign	1	EA	\$ 250.00	250.00	-	-	-	-	-	-	0%	250.00		
02050-8	Remove and Relocate Existing Sign	880	LF	\$ 10.00	8,800.00	-	-	-	-	-	-	0%	8,800.00		
02050-8	Removal of Wood Fencing	60	CY	\$ 15.00	900.00	-	-	-	-	-	-	0%	900.00		
02050-9	Removal of Miscellaneous Material, LVM	30	CY	\$ 350.00	10,500.00	-	-	4.00	1,400.00	-	1,400.00	13%	9,100.00		
02070-1	Flowable Fill	1	LS	\$ 6,500.00	6,500.00	-	-	-	-	-	-	0%	6,500.00		
02111-1	Clearing and Grubbing	600	CY	\$ 10.00	6,000.00	162.00	1,620.00	312.00	3,120.00	-	3,120.00	52%	2,880.00		
02226-1	Excess Excavation, LVM	590	CY	\$ 15.00	8,250.00	198.00	2,970.00	459.00	6,885.00	-	6,885.00	83%	1,365.00		
02226-2	Borrow Excavation, LVM	480	LF	\$ 8.00	3,840.00	-	-	-	-	-	-	0%	3,840.00		
02226-3	Jeke Drive Roadside Ditch Excavation	440	LF	\$ 8.00	3,520.00	-	-	350.00	2,800.00	-	2,800.00	80%	720.00		
02226-4	Kaleki Way Roadside Ditch Excavation	460	LF	\$ 8.00	3,680.00	-	-	150.00	1,200.00	-	1,200.00	33%	2,480.00		
02226-5	Amoka Drive Roadside Ditch Excavation	500	CY	\$ 10.00	5,000.00	-	-	-	-	-	-	0%	5,000.00		
02226-6	North South Ditch Excavation	145	CY	\$ 100.00	14,500.00	9.50	950.00	34.50	3,450.00	-	3,450.00	24%	11,050.00		
02234-1	Size 610 Crushed Stone Base	4,485	LF	\$ 4.00	17,940.00	-	-	1,710.00	6,840.00	-	6,840.00	38%	11,100.00		
02295-1	Silt Fence	370	LF	\$ 4.00	1,480.00	-	-	-	-	-	-	0%	1,480.00		
02295-2	Wattles	870	SY	\$ 24.00	20,880.00	-	-	-	-	-	-	0%	20,880.00		
02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	870	SY	\$ 24.00	20,880.00	-	-	-	-	-	-	0%	20,880.00		
02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	590	SY	\$ 206.25	121,887.50	247.24	50,993.25	247.24	50,993.25	-	50,993.25	42%	70,894.25		
02522-1	4" Concrete Driveway with Headwall	100	LF	\$ 8.00	800.00	-	-	-	-	-	-	0%	800.00		
02580-1	Traffic Markings	8	EA	\$ 450.00	3,600.00	-	-	-	-	-	-	0%	3,600.00		
02585-1	Traffic Signage	28	CY	\$ 1,650.00	46,200.00	13.76	22,704.00	13.76	22,704.00	-	22,704.00	49%	23,496.00		
02721-1	Reinforced Cast-in-Place Concrete Structures	2,000	LBS	\$ 2.12	4,240.00	663.00	1,405.56	663.00	1,405.56	-	1,405.56	33%	2,834.44		
02721-2	Castings/Gratings	48	LF	\$ 48.05	2,306.40	-	-	-	-	-	-	0%	2,306.40		
02722-1	15" Reinforced Concrete Pipe, Class III	464	LF	\$ 55.94	25,956.16	-	-	-	-	-	-	0%	25,956.16		
02722-2	18" Reinforced Concrete Pipe, Class III	96	LF	\$ 76.00	7,296.00	-	-	-	-	-	-	0%	7,296.00		
02722-3	24" Reinforced Concrete Pipe, Class III	120	LF	\$ 127.88	15,345.60	(8.00)	(1,023.04)	120.00	15,345.60	-	15,345.60	100%	-		
02722-4	36" Reinforced Concrete Pipe, Class III	8	LF	\$ 150.00	1,200.00	-	-	8.00	1,200.00	-	1,200.00	100%	-		
02722-5	42" Reinforced Concrete Pipe, Class III	64	LF	\$ 116.74	7,471.36	4.00	466.96	64.00	7,471.36	-	7,471.36	100%	-		
02722-6	36" x 23" Reinforced Concrete Arch Pipe, Class III	136	LF	\$ 144.58	19,662.88	(14.00)	(2,024.12)	136.00	19,662.88	-	19,662.88	100%	-		
02722-7	44" x 27" Reinforced Concrete Arch Pipe, Class III	144	LF	\$ 204.62	29,465.28	111.00	22,712.82	144.00	29,465.28	-	29,465.28	100%	-		
02722-8	51" x 31" Reinforced Concrete Arch Pipe, Class III	1	EA	\$ 2,478.00	2,478.00	-	-	-	-	-	-	0%	2,478.00		
02722-9	36" Reinforced Concrete Flared End Section	1	EA	\$ 3,212.00	3,212.00	-	-	-	-	-	-	0%	3,212.00		
02722-10	42" Reinforced Concrete Flared End Section	1	EA	\$ 53.68	1,073.60	-	-	-	-	-	-	0%	1,073.60		
02723-1	18" High Density Polyethylene Pipe	20	LF	\$ 53.68	1,073.60	-	-	-	-	-	-	0%	1,073.60		
02752-1	Loose Riprap, on Geotextile Fabric	490	SY	\$ 100.00	49,000.00	75.50	7,550.00	237.50	23,750.00	-	23,750.00	48%	25,250.00		
02931-1	Hydroseeding	730	SY	\$ 1.05	766.50	-	-	-	-	-	-	0%	766.50		
02931-2	Sodding	2,970	SY	\$ 8.00	23,760.00	-	-	0.18	1,800.00	-	1,800.00	18%	21,960.00		
02935-1	Maintenance of Traffic	1	LS	\$ 10,000.00	10,000.00	-	-	-	-	-	-	0%	10,000.00		
07198-1	Wood Fencing	1,240	LF	\$ 31.20	38,688.00	-	-	-	-	-	-	0%	38,688.00		
07301-1	16" Split Steel Casing	45	LF	\$ 379.94	17,097.30	-	-	30.00	11,398.20	-	11,398.20	67%	5,699.10		
15015-1	8" Ductile Iron Pipe for Sewer Line	20	LF	\$ 90.20	1,804.00	-	-	-	-	-	-	0%	1,804.00		
15020-1	6" PVC Pipe for Water Service	60	LF	\$ 27.73	1,663.80	-	-	-	-	-	-	0%	1,663.80		
M1	Connection of Pipe to Existing Structure	2	EA	\$ 1,000.00	2,000.00	-	-	-	-	-	-	0%	2,000.00		
M2	Patch Existing Drainage Structure	1	EA	\$ 1,500.00	1,500.00	-	-	-	-	-	-	0%	1,500.00		

Contractor's Application for Payment

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: LJ Construction Inc.
 Project: Kaleiki Way Drainage Project
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 16175 WA 3
 Contractor's Project No.: _____

Application No.: 2 Application Period: From 05/01/24 to 05/31/24 Application Date: 06/07/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
M3	Brick Headwall Structure	1	LS	\$ 6,500.00	6,500.00	-	-	-	-	-	-	0%	6,500.00
M4	Driveway Coating	35	SY	\$ 25.00	875.00	-	-	-	-	-	-	0%	875.00
M5	Water Main Relocation	8	EA	\$ 5,634.97	45,079.76	2.00	11,269.94	3.00	16,904.91	-	16,904.91	36%	28,174.85
M5	Water Main Relocation	8	EA	\$ 5,634.97	45,079.76	2.00	11,269.94	3.00	16,904.91	-	16,904.91	36%	28,174.85
M6	Remove and Reinstall Mailboxes	16	EA	\$ 300.00	4,800.00	3.00	900.00	3.00	900.00	-	900.00	19%	3,900.00
M6	Remove and Reinstall Mailboxes	16	EA	\$ 300.00	4,800.00	3.00	900.00	3.00	900.00	-	900.00	19%	3,900.00
Original Contract Totals					\$ 719,320.31		\$ 121,748.57		\$ 280,527.32	\$ -	\$ 280,527.32	28%	\$ 438,792.99

Contractor's Application for Payment

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: LJ Construction Inc.
 Project: Kaleki Way Drainage Project
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: 16175 WA 3
 Contractor's Project No.: _____

Application No.: 2 Application Period: From 05/01/24 to 05/31/24 Application Date: 06/07/24

A Bld Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed - Current Pay App		H Work Completed to Date		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (J + K) (\$)	L % of Value of Item (L / F) (%)	M Balance to Finish (F - L) (\$)
						K Estimated Quantity Incorporated in the Work - Current Pay App	L Value of Work Completed - Current Pay App (E X K) (\$)	M Estimated Quantity Incorporated in the Work	N Value of Work Completed to Date (E X I) (\$)				
Change Orders													
CD1-02050-1	Removal of Asphalt Pavement, All Depths	(200)	SY	\$ 8.00	(1,600.00)							0%	(1,600.00)
CD1-02050-2	Removal of Concrete Driveway, All Depths	(80)	SY	\$ 8.50	(680.00)							0%	(680.00)
CD1-02050-3	Sawcut Asphalt, All Depths	350	LF	\$ 7.00	2,450.00							0%	2,450.00
CD1-02050-4	Sawcut Concrete, All Depths	(91)	LF	\$ 8.00	(728.00)							0%	(728.00)
CD1-02050-5	Removal of Pipes, All Sizes	(182)	LF	\$ 10.00	(1,820.00)							0%	(1,820.00)
CD1-02050-6	Removal of Wood Fencing	(832)	LF	\$ 10.00	(8,320.00)							0%	(8,320.00)
CD1-02226-1	Borrow Excavation, LVM	700	CY	\$ 15.00	10,500.00							0%	10,500.00
CD1-02226-2	Leke Drive Roadside Ditch Excavation	(200)	LF	\$ 8.00	(1,600.00)							0%	(1,600.00)
CD1-02295-1	Silt Fence	(2,485)	LF	\$ 4.00	(9,940.00)							0%	(9,940.00)
CD1-02512-1	1.5" 9.50-mm, MT, Asphalt Pavement	(50)	SY	\$ 24.00	(1,200.00)							0%	(1,200.00)
CD1-02512-2	1.5" 12.50-mm, MT, Asphalt Pavement	(50)	SY	\$ 24.00	(1,200.00)							0%	(1,200.00)
CD1-02522-1	4" Concrete Driveway with Headwall	(259)	SY	\$ 206.25	(53,418.75)							0%	(53,418.75)
CD1-02721-1	Reinforced Cast-in-Place Concrete Structures	40	CY	\$ 1,650.00	66,000.00							0%	66,000.00
CD1-02721-2	Castings/Gratings	2,800	LBS	\$ 2.12	5,936.00							0%	5,936.00
CD1-02722-1	15" Reinforced Concrete Pipe, Class III	(48)	LF	\$ 48.05	(2,306.40)							0%	(2,306.40)
CD1-02722-2	18" Reinforced Concrete Pipe, Class III	(436)	LF	\$ 55.94	(24,389.84)							0%	(24,389.84)
CD1-02722-3	24" Reinforced Concrete Pipe, Class III	(64)	LF	\$ 76.00	(4,864.00)							0%	(4,864.00)
CD1-02722-4	30" Reinforced Concrete Pipe, Class III	8	LF	\$ 127.88	1,023.04	8.00	1,023.04	8.00	1,023.04		1,023.04	100%	-
CD1-02722-5	36" Reinforced Concrete Pipe, Class III	70	LF	\$ 150.00	10,500.00	38.00	5,700.00	38.00	5,700.00		5,700.00	54%	4,800.00
CD1-02722-6	42" Reinforced Concrete Pipe, Class III	49	LF	\$ 116.74	5,720.26	11.00	1,284.14	11.00	1,284.14		1,284.14	22%	4,436.12
CD1-02722-7	36" x 23" Reinforced Concrete Arch Pipe, Class III	262	LF	\$ 144.58	37,879.96	243.00	35,132.94	243.00	35,132.94		35,132.94	93%	2,747.02
CD1-02722-8	44" x 27" Reinforced Concrete Arch Pipe, Class III	101	LF	\$ 204.62	20,666.62	74.00	15,141.88	74.00	15,141.88		15,141.88	73%	5,524.74
CD1-02722-9	51" x 31" Reinforced Concrete Arch Pipe, Class III	(1)	EA	\$ 2,478.00	(2,478.00)							0%	(2,478.00)
CD1-02722-10	36" Reinforced Concrete Flared End Section	(1)	EA	\$ 3,212.00	(3,212.00)							0%	(3,212.00)
CD1-02722-11	42" Reinforced Concrete Flared End Section	200	LF	\$ 53.68	10,736.00							0%	10,736.00
CD1-02723-1	18" High Density Polyethylene Pipe	(30)	SY	\$ 100.00	(3,000.00)							0%	(3,000.00)
CD1-02752-1	Loose Riprap, on Geotextile Fabric	2,970	SY	\$ 1.05	3,118.50							0%	3,118.50
CD1-02931-1	Hydroseeding	(2,970)	SY	\$ 8.00	(23,760.00)							0%	(23,760.00)
CD1-02931-2	Sodding	(1,192)	LF	\$ 31.20	(37,190.40)							0%	(37,190.40)
CD1-07198-1	Wood Fencing	1	EA	\$ 1,000.00	1,000.00							0%	1,000.00
CD1-M1	Connection of Pipe to Existing Structure	(1)	EA	\$ 1,500.00	(1,500.00)							0%	(1,500.00)
CD1-M2	Patch Existing Drainage Structure	(1)	LS	\$ 6,500.00	(6,500.00)							0%	(6,500.00)
CD1-M3	Brick Headwall Structure	(3)	EA	\$ 5,694.97	(16,904.91)							0%	(16,904.91)
CD1-M5	Water Main Relocation	45	LF	\$ 36.80	1,656.00	30.00	1,104.00	30.00	1,104.00		1,104.00	67%	552.00
CD1-1	16" Split Steel Casing	400	CY	\$ 4.00	1,600.00	80.00	320.00	80.00	320.00		320.00	20%	1,280.00
CD1-2	Spreading Provided Fill, LVM	90	CY	\$ 7.00	630.00	90.00	630.00	90.00	630.00		630.00	100%	-
CD1-3	Hauling and Spreading Provided Fill, LVM	175	SY	\$ 139.15	24,351.25	201.93	28,098.56	201.93	28,098.56		28,098.56	115%	(3,747.31)
CD1-4	4" Concrete Driveway	3	EA	\$ 2,866.83	8,600.49	1.00	2,866.83	1.00	2,866.83		2,866.83	33%	5,733.66
CD1-5	Sewer Service Adjustment	80	EA	\$ 25.55	2,044.00							0%	2,044.00
CD1-6	Dowels	100	LF	\$ 120.05	12,005.00	90.00	10,804.50	90.00	10,804.50		10,804.50	90%	1,200.50
CD1-7	36" High Density Polyethylene Pipe											#DIV/0!	-
Change Order Totals						\$ 19,804.82	\$ 102,105.89	\$ 102,105.89	\$ -	\$ 102,105.89	#DIV/0!	\$ (82,301.07)	
Original Contract and Change Orders													
Project Totals						\$ 739,125.13	\$ 223,854.45	\$ 382,633.21	\$ -	\$ 382,633.21	#DIV/0!	\$ 356,491.92	



June 6, 2024

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

**Re: Pay Application #9
Commercial District Transformation Project Phase I
Bottom 2 Top Construction, LLC**

Dear Mr. McCraw:

Enclosed, please find Pay Application #9 to be considered for approval by the City Council at the next meeting. The Application includes the period from 5/1/2024 to 5/31/2024. At the end of the application period, we are approximately 52% complete on contract value and 86% on contract time. Currently Coast Electric is working on relocating the overhead power to underground. Once that is completed the contractor will be able to complete the remaining roadbed and will be transitioning to completing the surface improvements including pavement and sidewalks.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council approve payment to Bottom 2 Top Construction, LLC., in the amount of \$328,587.26. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink that reads "Andrew Levens".

Andrew Levens, P.E.
Engineering Manager

Enclosures: B2T Pay Application #9 Signed

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: Bottom 2 Top Construction LLC
 Project: City of Diamondhead Commercial District Transformation Project Phase I
 Contract:

Owner's Project No.:
 Engineer's Project No.: 16383
 Contractor's Project No.:

Application No.: 9		Application Period: From 05/01/24 to 05/31/24		Application Date: 05/10/24									
Bid Item No.	Description	Contract Information		Value of Bid Item (C X E)		Value of Work Completed - Current Pay App (E X G) (\$)	Work Completed - Current Pay App (G)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$)								
202-8009	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	2,083	SY	\$ 8.00	16,664.00	711.12	88.89	544.26	4,354.08	-	4,354.08	26%	12,309.92
202-8007	REMOVAL OF CONTIGUOUSLY REINFORCED CONCRETE PAVEMENT, ALL DEPTHS	235	SY	\$ 10.00	2,350.00	-	-	-	-	-	-	0%	2,350.00
202-8013	REMOVAL OF BASE (LIMESTONE / GRAVEL), ALL DEPTHS	3,191	SY	\$ 10.00	31,910.00	31,910.00	3,191.00	3,191.00	31,910.00	-	31,910.00	100%	-
503-CD10	SAW CUT, FULL DEPTH (ASPHALT)	370	LF	\$ 8.00	2,960.00	-	-	215.00	1,720.00	-	1,720.00	67%	840.00
503-CD10	SAW CUT, FULL DEPTH (CONCRETE)	55	LF	\$ 8.00	440.00	-	-	-	-	-	-	0%	440.00
202-8191	REMOVAL OF PIPE, 8" AND ABOVE	230	LF	\$ 5.00	1,150.00	-	-	50.00	250.00	-	250.00	22%	900.00
202-A001	CLEANING AND GRUBBING	1	LS	\$ 76,000.00	76,000.00	-	-	1.00	76,000.00	-	76,000.00	100%	-
L00098	REMOVE AND RESET, MAILBOX	3	EA	\$ 300.00	900.00	-	-	1.00	300.00	-	300.00	33%	600.00
907-630-0004	REMOVE AND RESET, SIGN	3	EA	\$ 300.00	900.00	-	-	-	-	-	-	0%	900.00
203-EX001	BORROW EXCAVATION, AH, FME, CLASS B1	4,400	CY	\$ 12.00	52,800.00	-	-	4,400.00	52,800.00	-	52,800.00	100%	-
203-G001	EXCESS EXCAVATION, FA, AH (TO BE USED AS DIRECTED)	800	CY	\$ 10.00	8,000.00	-	-	800.00	8,000.00	-	8,000.00	100%	-
206-A001	STRUCTURE EXCAVATION	2,200	CY	\$ 15.00	33,000.00	-	-	-	-	-	-	0%	33,000.00
216-A001	SOLID SODDING	8,500	SY	\$ 7.20	61,200.00	-	-	-	-	-	-	0%	61,200.00
234-A001	TEMPORARY SILT FENCE	2,400	LF	\$ 3.57	8,568.00	-	-	-	-	-	-	0%	8,568.00
E7-A002	WATTLIES, 20"	5	LF	\$ 5.43	27.15	-	-	1,620.00	5,783.40	-	5,783.40	31%	12,780.60
804-F002	SIZE 610 CRUSHED STONE BASE	4,840	TON	\$ 67.40	326,216.00	-	-	60.00	325.80	-	325.80	3%	12,706.20
803-A001	12.5-MM, HT, ASPHALT PAVEMENT	760	TON	\$ 195.24	148,382.40	-	-	2,202.44	148,444.46	-	148,444.46	46%	177,771.54
803-A001	9.5-MM, HT, ASPHALT PAVEMENT	760	TON	\$ 195.24	148,382.40	-	-	-	-	-	-	0%	145,304.40
801-B005	8" PLAIN CEMENT CONCRETE PAVEMENT, BROOM FINISH	92	SY	\$ 108.00	9,936.00	-	-	-	-	-	-	0%	9,936.00
806-A002	COLD MILLING OF BITUMINOUS PAVEMENTS, ALL DEPTHS	300	SY	\$ 12.00	3,600.00	-	-	-	-	-	-	0%	3,600.00
603-CA004	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	54	LF	\$ 41.74	2,253.96	-	-	54.00	2,253.96	-	2,253.96	100%	-
603-CA012	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	2,003	LF	\$ 49.38	98,908.14	-	-	1,894.00	93,525.72	-	93,525.72	95%	5,382.42
603-CE002	22"x18" REINFORCED CONCRETE ARCH PIPE, CLASS III, RUBBER TYPE GASKETS	1,297	LF	\$ 65.58	85,057.26	-	-	1,236.00	81,056.88	-	81,056.88	95%	4,000.38
603-CE008	20"x18" REINFORCED CONCRETE ARCH PIPE, CLASS III, RUBBER TYPE GASKETS	427	LF	\$ 86.30	36,850.10	-	-	414.00	35,728.20	-	35,728.20	97%	1,121.90
603-CR003	18" REINFORCED CONCRETE END SECTION	1	EA	\$ 870.00	870.00	-	-	2.00	1,740.00	-	1,740.00	200%	(870.00)
603-CF003	20"x18" REINFORCED CONCRETE ARCH END SECTION	2	EA	\$ 1,110.00	2,220.00	-	-	2.00	2,220.00	-	2,220.00	100%	-
603-PA010	6' x 4' PRECAST CONCRETE BOX CULVERT	162	LF	\$ 1,065.00	172,530.00	-	-	160.00	170,400.00	-	170,400.00	99%	2,130.00
603-PR008	6' x 4' PRECAST CONCRETE BOX CULVERT, END SECTION	4	EA	\$ 4,750.00	19,000.00	-	-	4.00	19,000.00	-	19,000.00	100%	-
815-A007	LOOSE RIPRAP, SIZE 300	600	TON	\$ 84.20	50,520.00	18,633.46	221.30	271.30	18,633.46	-	18,633.46	37%	31,886.54
815-E001	GEOTEXTILE UNDER RIPRAP	950	SY	\$ 4.82	4,579.00	4,579.00	950.00	950.00	4,579.00	-	4,579.00	100%	-
604-A001	CASTINGS	5,500	LBS	\$ 3.38	18,590.00	-	-	6,512.00	22,010.56	-	22,010.56	118%	(3,420.56)
604-B001	GRATINGS	4,000	LBS	\$ 4.02	16,080.00	-	-	7,002.00	28,148.04	-	28,148.04	175%	(12,068.04)
609-0002	CONCRETE CURB, HEADER (6"x18")	727	LF	\$ 20.40	14,830.80	-	-	-	-	-	-	0%	14,830.80
609-0002	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	4,108	LF	\$ 20.40	83,803.20	22,480.80	1,102.00	2,255.00	46,002.00	-	46,002.00	55%	37,801.20
608-A001	CONCRETE SIDEWALK, 4" THICK	446	LF	\$ 20.40	9,098.40	-	-	-	-	-	-	0%	9,098.40
608-A001	CONCRETE SIDEWALK, 6" THICK	2,990	SY	\$ 78.00	233,220.00	30,852.90	395.55	395.55	30,852.90	-	30,852.90	13%	202,367.10
608-C001	DETECTABLE WARNINGS, PER PLANS	522	SY	\$ 50.00	26,100.00	-	-	-	-	-	-	0%	26,100.00
626-G001	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	103	SF	\$ 44.00	4,532.00	-	-	-	-	-	-	0%	4,532.00
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	111	LF	\$ 24.00	2,664.00	-	-	-	-	-	-	0%	2,664.00
907-636-1001	THERMOPLASTIC DETAIL STRIPE, WHITE	813	LF	\$ 6.00	4,878.00	-	-	-	-	-	-	0%	4,878.00
H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	2	EA	\$ 600.00	1,200.00	-	-	-	-	-	-	0%	1,200.00
628-H004	THERMOPLASTIC LEGEND, WHITE	656	SF	\$ 14.40	9,446.40	-	-	-	-	-	-	0%	9,446.40
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080 THICKNESS	36	SF	\$ 19.24	692.64	-	-	-	-	-	-	0%	692.64
L00099	DECORATIVE SIGN POST, PER PLANS	60	LF	\$ 500.00	30,000.00	-	-	-	-	-	-	0%	30,000.00
620-A001	MOBILIZATION	1	LS	\$ 20,200.00	20,200.00	4,040.00	0.20	0.70	14,140.00	-	14,140.00	70%	6,060.00

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Covington Civil & Environmental LLC
 Contractor: Bottom 2 Top Construction LLC
 Project: City of Diamondhead Commercial District Transformation Project Phase 1
 Contract:

Contractor's Application for Payment

Owner's Project No.:
 Engineer's Project No.: 16383
 Contractor's Project No.:

A		B		C		D		E		F		G		H		I		J		K		L		M		N	
Application No.:		9		Application Period:		From 05/01/24 to 05/31/24		Contract Information		Value of Bid Item (C X E)		Work Completed - Current Pay App		Value of Work Completed - Current Pay App (E X G)		Work Completed to Date (E X I)		Value of Work Completed to Date (E X J)		Materials Currently Stored (not in G)		Work Completed and Materials Stored to Date (J + K)		% of Value of Item (L / F)		Balance to Finish (F - L)	
Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed - Current Pay App	Value of Work Completed - Current Pay App (E X G)	Work Completed to Date (E X I)	Value of Work Completed to Date (E X J)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (J + K)	% of Value of Item (L / F)	Balance to Finish (F - L)														
1	REMOVE, RELOCATE, OR PROTECT ELECTRICAL/COMMUNICATION UTILITIES	1	LS	\$ 75,000.00	75,000.00	-	-	-	-	-	-	0%	75,000.00														
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 12,000.00	12,000.00	0.20	2,400.00	0.85	10,200.00	-	10,200.00	85%	1,800.00														
3	8" PVC GRAVITY SEWER PIPE	1,450	LF	\$ 36.02	52,229.00	-	-	1,339.00	48,230.78	-	48,230.78	92%	3,998.22														
4	PRECAST MANHOLE, 4' DIAMETER (ALL DEPTHS)	9	EA	\$ 3,867.20	34,804.80	-	-	9.00	34,804.80	-	34,804.80	100%	-														
5	8" PVC WATER MAIN	1,060	LF	\$ 43.98	46,618.80	-	-	981.00	43,144.38	-	43,144.38	93%	3,474.42														
6	12" PVC WATER MAIN	420	LF	\$ 75.79	31,831.80	-	-	319.00	24,177.01	-	24,177.01	76%	7,654.79														
7	ADJUSTMENT OF EXISTING FORCE MAIN, STA 3+73	1	LS	\$ 5,584.00	5,584.00	-	-	1.00	5,584.00	-	5,584.00	100%	-														
8	FIRE HYDRANT ASSEMBLY	4	EA	\$ 7,627.60	30,510.40	-	-	4.00	30,510.40	-	30,510.40	100%	-														
9	RECONNECT AND RELOCATE EXISTING FIRE HYDRANT	2	EA	\$ 3,339.68	6,679.36	-	-	2.00	6,679.36	-	6,679.36	100%	-														
10	SANITARY SEWER/WATER MAIN CROSSING	1	EA	\$ 3,384.00	3,384.00	-	-	1.00	3,384.00	-	3,384.00	100%	-														
11	8" GATE VALVE	2	EA	\$ 2,858.96	5,717.92	-	-	2.00	5,717.92	-	5,717.92	100%	-														
12	12" GATE VALVE	1	EA	\$ 4,992.56	4,992.56	-	-	1.00	4,992.56	-	4,992.56	100%	-														
13	8" INSERTION VALVE	2	EA	\$ 12,000.00	24,000.00	-	-	-	-	-	-	0%	24,000.00														
14	12" INSERTION VALVE	2	EA	\$ 24,200.00	48,400.00	-	-	-	-	-	-	0%	48,400.00														
15	REMOVAL OF WATER MAIN (ALL SIZES)	340	LF	\$ 10.00	3,400.00	-	-	-	-	-	-	0%	3,400.00														
16	SINGLE SEWER SERVICE	7	EA	\$ 1,254.06	8,778.42	-	-	-	-	-	-	0%	8,778.42														
17	DOUBLE SEWER SERVICE	6	EA	\$ 1,624.74	9,748.44	-	-	9.00	11,286.54	-	11,286.54	129%	(2,538.10)														
18	SINGLE WATER SERVICE	9	EA	\$ 1,161.73	10,455.57	-	-	6.00	9,748.44	-	9,748.44	100%	697.13														
19	DOUBLE WATER SERVICE	6	EA	\$ 2,455.00	14,730.00	-	-	3.00	3,485.19	-	3,485.19	33%	11,244.81														
20	12" 90° TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	2	EA	\$ 6,821.28	13,642.56	-	-	6.00	14,730.00	-	14,730.00	100%	-														
21	8" 60° TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	1	EA	\$ 5,899.68	5,899.68	-	-	-	-	-	-	0%	5,899.68														
22	12" 45° TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	1	EA	\$ 16,635.78	16,635.78	-	-	-	-	-	-	0%	16,635.78														
23	DUCTILE IRON FITTINGS	6	TON	\$ 43,399.60	260,397.60	-	-	-	-	-	-	0%	260,397.60														
24	IRRIGATION	1	LS	\$ 132,000.00	132,000.00	0.18	23,760.00	3.82	165,786.47	-	165,786.47	64%	65,213.53														
26.01.00-A	1-1/4" HDPE "ROLL PIPE" CONDUIT	1,800	LF	\$ 19.18	34,524.00	-	-	0.56	73,920.00	-	73,920.00	56%	58,080.00														
26.01.00-B	2" PVC CONDUIT	5,400	LF	\$ 22.14	119,556.00	-	-	1,500.00	28,770.00	-	28,770.00	83%	5,754.00														
ALTERNATE 2						-	-	4,428.00	98,035.92	-	98,035.92	81%	21,520.08														
ALTERNATE 3	PRECAST CONCRETE DRAINAGE STRUCTURES	82	EA	\$ 2,368.00	194,176.00	-	-	86.00	203,648.00	-	203,648.00	105%	(9,472.00)														
ALTERNATE 4	STONE PAVERS, PER PLANS	14,869	SF	\$ 22.20	330,091.80	-	-	3,101.00	68,842.20	-	68,842.20	21%	261,249.60														
ALTERNATE 5	TREE GRATE (ARGO 3'x3' HEEL-PROOF)	30	EA	\$ 1,411.20	42,336.00	-	-	-	-	-	-	0%	42,336.00														
25	CEDAR ELM TREE	77	EA	\$ 2,440.00	180,180.00	-	-	-	-	-	-	0%	180,180.00														
26.01.00-C	LIGHTING STANDARDS	42	EA	\$ 9,480.62	398,186.04	9.50	90,065.89	14.00	132,728.68	-	132,728.68	33%	265,457.36														
26.01.00-D	ELECTRICAL DISTRIBUTION	9,200	LF	\$ 9.47	87,124.00	1,901.00	18,002.47	3,381.00	32,018.07	-	32,018.07	37%	55,105.93														
26.01.00-E	ELECTRICAL SERVICE, PANEL, METER, BACK	1	LS	\$ 7,084.08	7,084.08	0.50	3,542.04	0.50	3,542.04	-	3,542.04	50%	3,542.04														
Original Contract Totals											\$ 4,173,187.31	\$ 319,819.88	\$ 1,964,145.22	\$ 1,964,145.22	\$ 52%	\$ 2,209,042.09											

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental LLC
 Contractor: Bottom 2 Top Construction LLC
 Project: City of Diamondhead Commercial District Transformation Project Phase 1
 Contract:

Owner's Project No.: 16383
 Engineer's Project No.:
 Contractor's Project No.:

Contractor's Application for Payment

Application No.: 9 From 05/01/24 to 05/31/24 Application Date: 05/10/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed - Current Pay App Estimated Quantity Incorporated in the Work - Current Pay App	H Value of Work Completed - Current Pay App (X G) (\$)	I Work Completed to Date Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X I) (\$)	K Materials Stored Currently (not in G) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
203-E0001	BORROW EXCAVATION, AH, FME, CLASS B1	10,000	CY	\$ 12.00	120,000.00	-	-	5,145.00	61,740.00	-	61,740.00	51%	58,260.00
203-G001	EXCESS EXCAVATION, FM, AH (TO BE USED AS DIRECTED)	9,500	CY	\$ 10.00	95,000.00	2,500.00	25,000.00	4,529.00	45,290.00	-	45,290.00	48%	49,710.00
3	8" PVC GRAVITY SEWER PIPE	(111)	LF	\$ 36.02	(3,998.22)	-	-	-	-	-	-	0%	(3,998.22)
5	8" PVC WATER MAIN	(60)	LF	\$ 43.98	(2,638.80)	-	-	-	-	-	-	0%	(2,638.80)
6	12" PVC WATER MAIN	(100)	LF	\$ 75.79	(7,579.00)	-	-	-	-	-	-	0%	(7,579.00)
11	8" GATE VALVE	1	EA	\$ 2,858.96	2,858.96	-	-	1.00	2,858.96	-	2,858.96	100%	-
12	12" GATE VALVE	2	EA	\$ 4,985.12	9,985.12	-	-	2.00	9,985.12	-	9,985.12	100%	-
13	8" INSERTION VALVE	(2)	EA	\$ 12,000.00	(24,000.00)	-	-	-	-	-	-	0%	(24,000.00)
14	12" INSERTION VALVE	(2)	EA	\$ 24,000.00	(48,000.00)	-	-	-	-	-	-	0%	(48,000.00)
15	REMOVAL OF WATER MAIN (ALL SIZES)	(340)	LF	\$ 10.00	(3,400.00)	-	-	-	-	-	-	0%	(3,400.00)
18	SINGLE WATER SERVICE	(7)	EA	\$ 1,161.73	(8,132.11)	-	-	-	-	-	-	0%	(8,132.11)
19	DOUBLE WATER SERVICE	5	EA	\$ 2,455.00	12,275.00	-	-	5.00	12,275.00	-	12,275.00	100%	-
20	12" 8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	(2)	EA	\$ 5,821.28	(11,642.56)	-	-	-	-	-	-	0%	(11,642.56)
21	8" 8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	(1)	EA	\$ 5,899.68	(5,899.68)	-	-	-	-	-	-	0%	(5,899.68)
22	12" 8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	(3)	EA	\$ 16,635.78	(49,907.34)	-	-	-	-	-	-	0%	(49,907.34)
23	DUCTILE IRON FITTINGS	(3.3)	TON	\$ 43,399.60	(143,218.68)	-	-	-	-	-	-	0%	(143,218.68)
LO0091	STONE PAVERS, PER PLANS	(2,000)	SF	\$ 22.20	(44,400.00)	-	-	-	-	-	-	0%	(44,400.00)
CO2-2	GEOTEXTILE FABRIC	1	LS	\$ 4,777.10	4,777.10	-	-	-	-	-	-	0%	4,777.10
CO2-3	GEOTEXTILE GRID	950	SY	\$ 9.66	9,177.00	-	-	950.00	9,177.00	-	9,177.00	100%	-
CO2-4	ELECTRICAL PULL BOX RELOCATION	950	SY	\$ 10.06	9,559.38	-	-	950.00	9,559.38	-	9,559.38	100%	-
CO2-5	6" PERFORATED PIPE WITH STONE AND FABRIC	1	LS	\$ 1,061.45	1,061.45	1.00	1,061.45	1.00	1,061.45	-	1,061.45	100%	-
		550	LF	\$ 35.50	19,525.00	-	-	550.00	19,525.00	-	19,525.00	100%	-
Change Order Totals						\$ (37,725.83)	\$ 26,061.45	\$ 171,471.91	\$ 171,471.91	\$ -	\$ 171,471.91	36%	\$ (209,197.73)

Original Contract and Change Orders													
Project Totals						\$ 4,135,461.48	\$ 345,881.33	\$ 2,135,617.13	\$ 2,135,617.13	\$ -	\$ 2,135,617.13	44%	\$ 1,999,844.36



June 7, 2024

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

**Re: Pay Application #1
Bayou Drive Drainage Project
Moran Hauling, Inc.**

Dear Mr. McCraw:

Enclosed, please find Pay Application #1 to be considered for approval by the City Council at the next meeting. The Application includes the period from 5/1/2024 to 5/31/2024. At the end of the application period, we are approximately 74% complete on contract value and 28% on contract time.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council approve payment to Moran Hauling, Inc., in the amount of \$174,192.95. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Andrew Levens, P.E.
Engineering Manager

Enclosures: Moran Pay Application #1 Signed

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Diamondhead	Owner's Project No.:	
Engineer:	Covington Civil & Environmental LLC	Engineer's Project No.:	16175 WA 9
Contractor:	Moran Hauling Inc.	Contractor's Project No.:	
Project:	Bayou Drive Drainage Project		
Contract:			

Application No.:	1	Application Period:	From 05/01/24 to 05/31/24	Application Date:	06/01/24
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A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed - Current Pay App		I Work Completed to Date		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
						H Estimated Quantity Incorporated in the Work - Current Pay App	J Value of Work Completed - Current Pay App (E X H) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X I) (\$)				
Original Contract													
01505-1	Mobilization	1	LS	\$ 25,000.00	25,000.00	1.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
02050-1	Removal of Asphalt Pavement, All Depths	530	SY	\$ 2.50	1,325.00	550.00	1,375.00	550.00	1,375.00		1,375.00	104%	(50.00)
02050-2	Removal of Concrete Driveway, All Depths	10	SY	\$ 100.00	1,000.00	36.00	3,600.00	36.00	3,600.00		3,600.00	360%	(2,600.00)
02050-3	Seawall Asphalt, All Depths	60	LF	\$ 10.00	600.00	60.00	600.00	60.00	600.00		600.00	100%	-
02050-4	Sawcut Concrete, All Depths	30	LF	\$ 10.00	300.00	30.00	300.00	30.00	300.00		300.00	100%	-
02050-5	Removal of Pipe, All Sizes	80	LF	\$ 10.00	800.00	80.00	800.00	80.00	800.00		800.00	100%	-
02111-1	Clearing and Grubbing	1	LS	\$ 1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
02212-1	Pipe Bedding	32	CY	\$ 100.00	3,200.00	32.00	3,200.00	32.00	3,200.00		3,200.00	100%	-
02226-1	Excess Excavation (LVH)	600	CY	\$ 8.50	5,100.00	100.00	850.00	100.00	850.00		850.00	17%	4,250.00
02226-2	Borrow Excavation (LVH)	370	CY	\$ 14.00	5,180.00	595.00	8,330.00	595.00	8,330.00		8,330.00	161%	(3,150.00)
02234-1	Site 630 Crushed Stone Base	120	CY	\$ 120.00	14,400.00	150.60	18,072.00	150.60	18,072.00		18,072.00	126%	(3,672.00)
02295-1	Silt Fencing	600	LF	\$ 3.50	2,100.00	-	-	-	-		-	0%	2,100.00
02352-1	Wattles	200	LF	\$ 10.00	2,000.00	72.00	720.00	72.00	720.00		720.00	36%	1,280.00
03512-1	1.5" 9.50 mm, MF, Asphalt Pavement	530	SY	\$ 29.00	15,370.00	-	-	-	-		-	0%	15,370.00
03512-2	1.5" 12.50 mm, MF, Asphalt Pavement	530	SY	\$ 29.00	15,370.00	-	-	-	-		-	0%	15,370.00
03522-1	Concrete Driveway, 4" Thick (without reinforcement)	10	SY	\$ 101.50	1,015.00	36.00	3,654.00	36.00	3,654.00		3,654.00	360%	(2,639.00)
03581-1	Traffic Markings - Continuous White (4" Width) (90 MIL)	500	LF	\$ 4.00	2,000.00	-	-	-	-		-	0%	2,000.00
03581-2	Traffic Markings - Continuous Yellow (4" Width) (90 MIL)	500	LF	\$ 4.00	2,000.00	-	-	-	-		-	0%	2,000.00
02385-1	Riprap	4	EA	\$ 250.00	1,000.00	-	-	-	-		-	0%	1,000.00
02390-1	Guard Rail	150	LF	\$ 150.00	22,500.00	-	-	-	-		-	0%	22,500.00
07721-1	Cast-in-Place Concrete Structures	42	CY	\$ 1,955.00	82,110.00	42.00	82,110.00	42.00	82,110.00		82,110.00	100%	-
07751-1	Loose Riprap, Size 200 on Geotextile Fabric	150	SY	\$ 113.00	16,950.00	150.00	16,950.00	150.00	16,950.00		16,950.00	100%	-
07751-2	Ditch Shaping for Riprap	1	LS	\$ 2,500.00	2,500.00	1.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
02931-1	Hydro-Seeding	1	AC	\$ 3,500.00	1,750.00	-	-	-	-		-	0%	1,750.00
02931-2	Soeding	1,000	SY	\$ 6.50	6,500.00	-	-	-	-		-	0%	6,500.00
02935-1	Maintenance of Traffic	1	LS	\$ 5,000.00	5,000.00	0.76	3,800.00	0.76	3,800.00		3,800.00	76%	1,200.00
07301-1	18" Split Steel Casing	20	LF	\$ 500.00	10,000.00	20.00	10,000.00	20.00	10,000.00		10,000.00	100%	-
Original Contract Total:					\$ 246,570.00		\$ 183,361.00		\$ 183,361.00		\$ 183,361.00	83%	\$ 63,209.00

RECEIVED
 JUN 10 2024
 BY: *Paul*

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Item No.9.

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com



INVOICE

BILL TO

City of Diamondhead

INVOICE # 17-057-0222

DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/16/2024	17-057-2021 Senior Professional	drainage assessment	2:00	145.00	290.00
05/20/2024	17-057-2021 Senior Professional	drainage	1:00	145.00	145.00
05/21/2024	17-057-2021 Senior Professional	drainage	1:00	145.00	145.00
05/24/2024	17-057-2021 Senior Professional	drainage model	2:00	145.00	290.00
05/27/2024	17-057-2021 Senior Professional	drainage model	3:00	145.00	435.00
05/28/2024	17-057-2021 Senior Professional	drainage model	5:30	145.00	797.50
05/29/2024	17-057-2021 Senior Professional	drainage model	4:00	145.00	580.00
05/29/2024	17-057-2021 Project Engineer	Design phase North and central	9:00	95.00	855.00
05/30/2024	17-057-2021 Senior Professional	drainage model	5:30	145.00	797.50
05/30/2024	17-057-2021 Project Engineer	Design phase North and central	9:00	95.00	855.00
05/31/2024	17-057-2021 Senior Professional	drainage model	4:00	145.00	580.00
05/31/2024	17-057-2021 Project Engineer	Design	4:00	95.00	380.00
06/01/2024	17-057-2021 Senior Professional	drainage model	2:00	145.00	290.00
06/02/2024	17-057-2021 Senior Professional	drainage model	6:00	145.00	870.00
06/03/2024	17-057-2021 Senior Professional	drainage model, exhibits for Council	6:00	145.00	870.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/03/2024	17-057-2021 Project Engineer	Mtg Design	9:00	95.00	855.00
06/04/2024	17-057-2021 Senior Professional	drainage model	2:00	145.00	290.00
06/04/2024	17-057-2021 Project Engineer	Design	8:00	95.00	760.00
06/05/2024	17-057-2021 Senior Professional	drainage model	2:00	145.00	290.00
06/05/2024	17-057-2021 Project Engineer	Design	4:00	95.00	380.00
06/06/2024	17-057-2021 Senior Professional	design	0:30	145.00	72.50
06/06/2024	17-057-2021 Senior Professional	design	2:30	145.00	362.50
06/06/2024	17-057-2021 Project Engineer	Design	5:00	95.00	475.00

Coon Branch - Water Model

BALANCE DUE

\$11,665.00

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MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI

MDEQ AGREEMENT NO. 24-00094

COUNTY OF HINDS

SUB-AWARD AGREEMENT (AGENCY)

This document is a Sub-Award Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ") and City of Diamondhead, UEI#K9M1T71V8JM9 ("SUB-RECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work specified in Article 3, Scope of Work.

1. Source of Funds

The grant funds provided by this Agreement are made available pursuant to the *Mississippi Trustee Implementation Group Final Restoration Plan 4 and Environmental Assessment* ("the Plan") and approved by the Mississippi Trustee Implementation Group (MS TIG) and provided through MDEQ to partially address the injuries caused by the *Deepwater Horizon (DWH) Oil Spill* pursuant to and in accordance with the Oil Pollution Act and the Consent Decree entered in the case entitled *In Re: Oil Spill by the Oil Rig Deepwater Horizon in the Gulf of Mexico, on April 20, 2010*, MDL-2179 in the Eastern Federal District Court of Louisiana. The Plan is fully and expressly incorporated by reference into this Agreement, and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT's implementation of the below Scope of Work for the project entitled "Jourdan River Boardwalk" ("Project").

3. Scope of Work

SUB-RECIPIENT shall perform the following tasks (the "Work"):

- A. Procure and coordinate with contractors to complete environmental and engineering studies, engineering design, environmental permitting, and development of bid documents; and,
- B. Procure and coordinate construction service activities of the Project, including construction administration, oversight of as-built surveys, and other construction services.

4. Terms and Conditions

SUB-RECIPIENT shall be bound to MDEQ by all terms and conditions of this Agreement, including the Standard Sub-Award Terms and Conditions attached hereto as Attachment “A”, and, except as otherwise provided herein, the Plan, the Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon (DWH) Oil Spill, as amended, which is fully and expressly incorporated by reference into this Agreement herein, and Resolution MS-2024-003, and its attachments, (“Resolution”) , attached hereto as Attachment “B”. SUB-RECIPIENT shall assume toward MDEQ all the obligations and responsibilities which MDEQ, through the Plan and Resolution(s), assumes towards the Mississippi Trustee Implementation Group (MS TIG). SUB-RECIPIENT shall perform all Work in strict accordance with this Agreement. SUB-RECIPIENT and its Contractors/Contracted Parties are subject to and must abide by all of the Terms and Conditions of this Agreement. The terms and conditions of this Agreement apply to the SUB-RECIPIENT and its Contractors/Contracted Parties.

5. Period of Performance

The Period of Performance shall commence upon execution of this Agreement by MDEQ’s Executive Director and shall end May 31, 2026 (“Period of Performance”). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

6. Expenditure Commitment

The SUB-RECIPIENT commits to expend the funds provided by this Agreement exclusively for the completion of the tasks included in the Scope of Work.

7. Consideration and Payment

A. Consideration. As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed One Million Eight Hundred Two Thousand Five Hundred Ninety and 00/100 dollars (\$1,802,590.00) (the “Maximum Amount”).

B. Payment. Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of

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payment from SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.

- i. Request for Payment. SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"). SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, hourly rate, and totals for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:
 1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
 2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.
 3. Prior to the submittal of a Reimbursement Request to MDEQ, SUB-RECIPIENT shall have paid all material, labor, equipment, taxes and all other obligations that relate to this Agreement through the period covered by SUB-RECIPIENT's Reimbursement Request.
 4. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
 5. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
 6. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete

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Work, and SUB-RECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

7. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUB-RECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted, SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted, the SUB-RECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted, the SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, the SUB-RECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the Final Payment amount is the remaining amount that the SUB-RECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against the SUB-RECIPIENT or its sureties under this Agreement.

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUB-RECIPIENT shall redact all information reflecting a person's home address, home or personal telephone number(s), social security number, family members, names of minor children, dates of birth, financial account numbers, and credit card numbers. SUB-RECIPIENT and any Contracted Parties (as such term is defined in the "Contracts" provision of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUB-RECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Project is complete and accurate. SUB-RECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUB-RECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUB-RECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "C and incorporated herein in its entirety.

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing and submit a Request to Contract form, provided by MDEQ, prior to contracting any portion of this Agreement. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the

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Parties will resolve it according to the applicable laws and regulations. MDEQ's failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;
- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all the terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with Mississippi laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, SUB-RECIPIENT or the Project.

SUB-RECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any Contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUB-RECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUB-RECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. Parties with whom contracts or sub-award agreements

are entered into by the SUB-RECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”.

12. Evaluation

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

13. Additional Terms

In addition to all terms and conditions in this Agreement, SUB-RECIPIENT shall also abide by all terms and conditions set forth in Attachment “D” hereto and require these terms and conditions in all contracts between the SUB-RECIPIENT and Contracted Parties and in all contracts between Contracted Parties and their Sub-Contractors.

14. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten calendar (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT’s ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress, or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

15. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document (with confirmation of transmission) if sent during normal business hours of the

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this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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For the faithful performance and consideration provided under the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF DIAMONDHEAD

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A

STANDARD SUB-AWARD TERMS AND CONDITIONS

1. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. REPRESENTATION REGARDING CONTINGENT FEES

SUB-RECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4. REPRESENTATION REGARDING GRATUITIES

SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current state law in the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the tasks in the Scope of Work and Project Description.

6. COMPLIANCE WITH LAWS

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

7. STOP WORK ORDER

- A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:
- (1) cancel the stop work order; or,
 - (2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly, if:
- (1) The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

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(2) SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

8. E-PAYMENT

SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

9. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

10. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed

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Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at <http://www.transparency.mississippi>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

11. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUB-RECIPIENT's choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

12. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- (1) *Termination.* MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- (2) *SUB-RECIPIENT's Obligations.* SUB-RECIPIENT shall immediately terminate the specified Work and any further expenditure or obligation of funds, and return to MDEQ any unobligated and unspent portion of the funds then held by SUB-RECIPIENT and shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to the State. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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B. TERMINATION FOR DEFAULT

If SUB-RECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUB-RECIPIENT in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may then immediately terminate SUB-RECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT in which the State has an interest.

13. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. Section 49-17-41.

14. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or

otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

15. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi state agency; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

16. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 or Contract under a public transaction;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;

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- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

17. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.
- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall following provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without

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the express written approval of MDEQ may result in the immediate termination of this Agreement.

- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
 - (2) Generally known or easily ascertainable by nonparties to this Agreement;
 - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) Independently developed by the recipient without any reliance on confidential information;
 - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty;
 - (6) Disclosed with the Disclosing Party’s prior written consent; or
 - (7) Otherwise disclosed as required by applicable law.

18. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

19. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and

the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

20. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Work under the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

21. SUB-RECIPIENT STATUS

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

22. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes equipment purchased under this Agreement. Should SUB-RECIPIENT procure and maintain additional insurance against liability for injury to persons or property, it should have the MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

23. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-RECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

24. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

25. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUB-RECIPIENT.

26. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ upon termination or completion of the Agreement. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

27. EQUIPMENT

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Subject to the obligations and conditions set forth in this section, title to equipment acquired under the Agreement will vest upon acquisition to the SUB-RECIPIENT subject to the following terms and conditions:

- (1) The use, management and disposition of equipment acquired under this Agreement must be performed in accordance with state laws and procedures.
- (2) The property cannot be encumbered without MDEQ's prior approval.
- (3) *Use.* Equipment must be used by the SUB-RECIPIENT in the Project for which it was acquired as long as needed, whether or not the Project continues to be supported by MDEQ. The equipment must be used for the authorized purposes of the Project during the Period of Performance, or until the property is no longer needed for the purposes of the Project. When property is no longer needed for the Project, funded under this Agreement, SUB-RECIPIENT must comply with the disposition procedures provided below.
- (4) *Disposition.* When equipment is no longer needed for the Project, SUB-RECIPIENT must request disposition instructions from MDEQ. Disposition of the equipment will be made as follows, in accordance with MDEQ's disposition instructions:
 - (i) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of in accordance with state laws and procedures with no further obligation to MDEQ.
 - (ii) Items of equipment with a current per unit fair market value of more than \$5,000 may either be retained, maintained, and used for other projects or other purposes, or may be sold by the SUB-RECIPIENT in accordance with state laws and procedures and MDEQ's disposition instructions. MDEQ reserves the right to require the SUB-RECIPIENT to transfer title to MDEQ or another entity when the property is no longer needed for the Project before the SUB-RECIPIENT may use the equipment for other projects or other purposes or sell such equipment.
 - (iii) Where MDEQ requires title to be transferred from the SUB-RECIPIENT and the SUB-RECIPIENT has provided its own funds, not provided under this Agreement or another Agreement funded by MDEQ, to pay for a portion of a unit of equipment acquired for the Project, the SUB-RECIPIENT shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT’s books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT’s personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A.SUB-RECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B.no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to SUB-RECIPIENT, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C.SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days’ written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies.

30. RIGHT TO INSPECT WORK; ACCESS

MDEQ, and their representatives, invitees, and consultants shall, shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ, and their representatives, invitees, and consultants, SUB-RECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUB-RECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-RECIPIENT's performance of the Work.

31. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. THIRD PARTY ACTION NOTIFICATION

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or work. If at any time during the Period of Performance, the service performed or work done by SUB-RECIPIENT is determined by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, MDEQ shall notify SUB-RECIPIENT. If SUB-RECIPIENT agrees with MDEQ's determination, it shall immediately correct such deficient service or work. If SUB-RECIPIENT disagrees with MDEQ's determination, it shall immediately cease the work that is disputed until such dispute is resolved and shall be given an opportunity to respond to show that the service or work is not deficient or that it does not threaten the health, safety, or welfare of the citizens and/or employees of the State of Mississippi in accordance with the Dispute Resolution Clause of this

Agreement, found in the “Disputes” provision provided above. If MDEQ still considers that the threatening condition exists, MDEQ shall have the right to correct the service or work, and the Maximum Amount of this Agreement may be reduced accordingly.

34. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUB-RECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracting Party and any contractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

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The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the SUB-RECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

37. SUCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

39. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

40. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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**ATTACHMENT B
PROJECT RESOLUTION**

RESTORATION IN MISSISSIPPI TRUSTEE IMPLEMENTATION GROUP
of the
DEEPWATER HORIZON TRUSTEE COUNCIL

In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico on April 20, 2010,
Civil Action Nos. 10-4536; 10-04182; 10-03059; 13-4677; 13-158; 13-00123 (ED. La.)
MDL No. 2179

Resolution # MS-2024-003

Resolution of the Mississippi Trustee Implementation Group for the Withdrawal of Project Funds for the Jourdan River Boardwalk Project for the Mississippi Department of Environmental Quality

1. In accordance with the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act of 1969 (NEPA), the *Deepwater Horizon* Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement (PDARP/PEIS), and the Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the *Deepwater Horizon* Oil Spill, revised August 2, 2021 (TC SOPs), the undersigned representatives of the Mississippi Trustee Implementation Group (MS TIG) hereby approve the attached Jourdan River Boardwalk Project Implementation Plan and approve the funding described below for the implementation of the Jourdan River Boardwalk project (Portal ID #361).
2. The activities to be funded support restoration to carry out the Jourdan River Boardwalk project in accordance with the Mississippi Trustee Implementation Group Final Restoration Plan 4/Environmental Assessment (RP4/EA): Restoration of Wetlands, Coastal, and Nearshore Habitats; Nutrient Reduction (Nonpoint Source); and Provide and Enhance Recreational Opportunities. The funded activities are also consistent with the restoration goals identified in the Final PDARP/PEIS and the Consent Decree entered in *United States v. BPXP et al.*, Civ. No. 10-4536, centralized in MDL 2179, *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010* (E.D. La.) on April 4, 2016, and with the TC SOPs.
3. Funds transferred from the Department of Interior Restoration Fund to the Implementing Trustee, as authorized by this Resolution, may be used only for the activities authorized by the RP4/EA and this Resolution and described in the attached Project Implementation Plan. Any other use of funds disbursed pursuant to this Resolution is prohibited. Any

non-authorized use of disbursed funds must be reported to the full TIG immediately upon discovery.

- 4. Through this Resolution and associated *Deepwater Horizon* Trustee Withdrawal Forms, the MS TIG authorizes the commitment and disbursement of up to \$2,118,000 in Provide and Enhance Recreational Opportunities Restoration Type funding from the DOI Restoration Fund to MDEQ for the project. Individual disbursements will be issued through one or more *Deepwater Horizon* Trustee Withdrawal Forms to be submitted following execution of this Resolution.

Restoration Type	Implementing Trustee	Project Name	Portal ID#	Authorized Budget
Provide and Enhance Recreational Opportunities	MDEQ	Jourdan River Boardwalk	361	\$2,118,000

- 5. It is resolved that after a thorough review of the proposed activities, the duly authorized officials for the Mississippi TIG authorize the release of funds. This resolution may be executed in counterparts.

RESTORATION IN MISSISSIPPI TRUSTEE IMPLEMENTATION GROUP



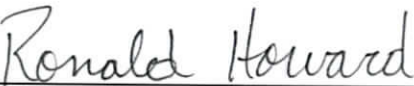
CHRIS WELLS
Trustee Council Designee, Mississippi Department of Environmental Quality



CHRISTOPHER D. DOLEY
Principal Representative, National Oceanic and Atmospheric Administration



MARY JOSIE BLANCHARD
Principal Representative, Department of the Interior



RONALD HOWARD
Alternate to Principal Representative, U.S. Department of Agriculture



MARY KAY LYNCH
Alternate to Principal Representative, U.S. Environmental Protection Agency

Effective Date: April 8, 2024

Jourdan River Boardwalk Project Implementation Plan

I. Document Purpose

The Mississippi Department of Environmental Quality (MDEQ) is the Implementing Trustee for the Jourdan River Boardwalk (Project), which was selected in the Mississippi Trustee Implementation Group (MS TIG) Restoration Plan 4/Environmental Assessment: Wetlands, Coastal and Nearshore Habitats; Nutrient Reduction (Nonpoint Source); and Provide and Enhance Recreational Opportunities (RP4/EA). The purpose of this Project Implementation Plan (PIP) is to establish project roles, responsibilities, and budgets, to the extent practicable. Roles, responsibilities, and/or budget may change over the course of project implementation, and this PIP may be updated on an as-needed basis.

II. Project Overview

The Project will occur along the Jourdan River and will construct a boardwalk to provide access to and educational information about this tidal estuarine ecosystem in coastal Mississippi. The project will include a boardwalk, nature observatory, seating areas, and educational signage about the wetlands, coastal, and nearshore wetland habitats including the tidal Jourdan River, adjacent estuarine marsh, and living resources (e.g., birds) that use these habitats (See RP4/EA; Figure 2-8). The Implementing Trustee for the project is MDEQ. The project funding is \$2,118,000.00. The Project is further described in Sections 2.4.3 and 3.4.1 of the RP4/EA. The project lifespan is approximately five (5) years.

III. Project Implementation Activities

The project has been organized into four main categories of activities:

- 1) Project Oversight and Management;
- 2) Planning, Engineering and Design;
- 3) Construction, and
- 4) Monitoring and Adaptive Management.

1. Project Oversight and Management

MDEQ will coordinate with the MS TIG, track project progress, provide program management and oversight, and provide monitoring oversight. Project oversight and management activities will include, but are not limited to procurement of contractors, reconciliation of expenditures, ensuring program and environmental compliance, and annual financial and compliance assessments of funds provided for this Project.

2. Planning, Engineering and Design

MDEQ will lead the Planning activities of the Project, which include coordinating with the City of Diamondhead and contractors to complete environmental and engineering studies, engineering design, environmental permitting, and development of bid documents.

3. Construction

MDEQ will coordinate with the City of Diamondhead for the Construction activities of the Project, including construction administration, oversight of as-built surveys, and other construction services.

4. Monitoring and Adaptive Management

As part of the RP4/EA, the MS TIG developed a Monitoring and Adaptive Management Plan (MAM Plan) for the Project. The MS TIG is responsible for addressing MAM objectives that pertain to its restoration activities and for communicating information to the public through Data Integration Visualization Exploration and Reporting (DIVER). MDEQ will be responsible for the Monitoring and Adaptive Management activities as described in Appendix A of the RP4/EA.

IV. Project Implementation Funding and Responsibilities

Funding for this Project is \$2,118,000 to implement the project responsibilities described in Section III.

ATTACHMENT C
SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this sub-award agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

1. SUB-RECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the program performance period.
2. SUB-RECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUB-RECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUB-RECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUB-RECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUB-RECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUB-RECIPIENT's ability to comply with grant and/or sub-award requirements.

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**ATTACHMENT D
CONTRACT CONDITIONS**

1. The Contracted Party agrees to allow the SUB-RECIPIENT, Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives' access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.
2. The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the SUB-RECIPIENT.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on Work under this Agreement.

3. The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.
4. Salaries of personnel performing Work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all contracts covering Work under this Agreement to insure compliance by the contractors with such regulations, and shall be responsible for the submission of affidavits required of contractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
5. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Miss. Code Ann. Section 21-39-1, (1972), which prohibits municipal officers and employees from having or owning any interest or share,

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individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any contract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or contract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Miss. Code Ann. Section 97-11-19 (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

6. Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which this grant relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
7. It is the duty of the SUB-RECIPIENT and Contracted Party to insure the construction of the Project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, or any local government or political subdivision to the extent that such requirements do not conflict with Federal laws and regulations and any regulations or policies established by the Commission on Environmental Quality.
8. To the extent allowed by State Law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.
9. The SUB-RECIPIENT and Contracted Party acknowledge and agree that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-RECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are

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not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-RECIPIENT.

10. Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to this project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract.
11. The SUB-RECIPIENT shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party.
12. The SUB-RECIPIENT and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.
13. MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-RECIPIENT and any other party.
14. The SUB-RECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB-RECIPIENT and the Contracted Party or any other parties.

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Diamondhead and Rostan Solutions, LLC

Amendment to Professional Services Agreement

Amendment 2

WHEREAS City of Diamondhead, MS (hereinafter the “Client”) and Rostan Solutions LLC (hereinafter referred to as “Rostan”; both entities collectively referred to as the “Parties”) entered into a master services agreement (the “Agreement”) for Rostan to provide certain Disaster Recovery Services on March 26, 2021; and

WHEREAS, the Agreement initially authorized a term of two years with two, one-year extensions available upon mutual consent of the Parties; and

WHEREAS, the scope of work authorized by the Agreement has yet to be fully performed within the initial two-year term; and

WHEREAS, the remaining scope of work to be performed will exceed the current Term of the Agreement; and

WHEREAS, the Parties do mutually agree and consent to extend the Agreement to authorize the second of the two available one year extensions.

The Parties now agree:

Section 3.1 [Time of Performance] is hereby amended as follows:

“Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein. The period of service for this Professional Service Agreement is limited to a two [2] year period of performance term with an option for two [2], one [1] year extensions, at the discretion of the CLIENT.

The parties, through this mutual written Amendment to this Agreement, have executed one of the available two, one-year extensions to the duration of this Agreement with a new end date of March 25, 2025. One, one-year extension remains available upon written Amendment to this Agreement.”

This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party’s authorized agent.

CITY OF DIAMONDHEAD, MS

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Diamondhead and Rostan Solutions, LLC

Amendment to Professional Services Agreement

Amendment 3

WHEREAS the City of Diamondhead and Rostan Solutions, LLC (hereinafter referred to as "Rostan", collectively referred to as the "Parties") entered into an agreement on March 26, 2021 for Rostan to provide certain Professional Services; and

WHEREAS, the Agreement initially authorized a term of two (2) years with two (2) one-year extensions available upon mutual written consent of the Parties; and

WHEREAS, the Parties executed the first one-year extension, effective March 26, 2023; and

WHEREAS, the Parties executed the second one-year extension to extend the Agreement through March 25, 2025; and

WHEREAS, the Parties now wish to further amend the Agreement to extend two (2) additional years.

NOW, THEREFORE, the Parties mutually and expressly agree as follows:

SECTION 3.4 Term and Termination is hereby amended as follows:

"This Agreement shall be in effect for six (6) years from the effective date."

This term of Agreement is made retroactively effective to the date of execution of the original Agreement. All other provisions of the Agreement for Professional Services shall remain in full force and effect. This amendment is hereby agreed to and incorporated into the Agreement as of the date of the signature of the latest party's authorized agent.

This amendment herein is subject to ratification by the newly seated council in July 2025.

ISSUED AND AUTHORIZED BY:
CITY OF DIAMONDHEAD, MS

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Item No. 12.



June 12, 2024

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

Re: Change Order #1 Recommendation – Bayou Drive Drainage Project

Dear Mr. McCraw:

For consideration by the Council, I have enclosed Change Order #1 for this project. This Change Order serves to increase the Contract Amount by \$3,796.01 making the new total Contract Amount \$250,366.01.

The Contractor encountered an unmarked sewer force main during construction that was in conflict with the proposed drainage box that required relocating.

With that said, I recommend that the Council approve this Change Order #1. Should you have any questions, please do not hesitate to contact me at 228-396-0486 or sarah@ccellc.us.

Sincerely,
COVINGTON CIVIL & ENVIRONMENTAL, LLC
Sarah McLellan, P.E.
Project Engineer



6/12/2024

CHANGE ORDER

OWNER:
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CHANGE ORDER NO. 1

DATE: June 12, 2024

ENGINEER: Covington Civil &
Environmental

CONTRACTOR:
Moran Hauling
10380 Three Rivers Road
Gulfport, MS 39503

PROJECT: Bayou Drive Drainage Project

SUMMARY:

This change order serves to increase the contract amount.

The Contractor encountered an unmarked sewer force main during construction that was in conflict with the project that required relocating.

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	\$246,570.00
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$246,570.00
The Contract Sum will now Change:	\$3,796.01
The New Contract Sum including this Change Order will be:	\$250,366.01

The original Contract Time:	5/6/2024
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	8/4/2024
The Contract Time will now Change by (+) days:	0
The New Date of Substantial Completion will be:	8/4/2024

CONTRACTOR:

ENGINEER:

OWNER:

By: *[Signature]*
Date: 6.12.24

By: *[Signature]*
Date: 6/12/2024

By: _____
Date: _____



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

Project Title		Gex Drive Lighting and Irrigation Replacement			
Project Number		16175.13			
Invoice #		16175.13-120			
	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Site Surveys and Design	\$ 18,800.00	\$ 5,904.14	\$ 8,117.50	\$ 4,778.36	75%
Total	\$ 18,800.00	\$ 5,904.14	\$ 8,117.50	\$ 4,778.36	75%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08120
Invoice Date: 6/12/2024
Due Date: 7/12/2024
Project: WA 28 - Gex Dr Lighting ...
P.O. Number: 28-00-06-2024
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services Gex Drive Lighting and Irrigation Replacement WA 28 Services Provided 04/01/24 - 05/31/2024			
Andrew Levens, Sr. Engineer	50	145.00	7,250.00
Nathan Long, Engineer I	4	95.00	380.00
Tommy Parker, Senior CAD Designer	5	90.00	450.00
Suellen Radich, Administrative	0.75	50.00	37.50
Subtotal			8,117.50

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

Total \$8,117.50

Payments/Credits \$0.00

Balance Due \$8,117.50

Covington Civil & Environmental, LLC

TIME AND EXPENSES

FILTERS USED :

Time Expense Date In : 1/1/1970 To 5/31/2024
and Bill Status In : Un Billed
and Project In : 16175.08 | 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
Andrew Levens						
SERVICES						
16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement						
5/29/2024	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Bid coordination</i>				
5/21/2024	Sr. Engineer:	Senior Engineer	0.50	\$145.00	\$72.50	S B
		<i>Contractor correspondence</i>				
5/17/2024	Sr. Engineer:	Senior Engineer	4.00	\$145.00	\$580.00	B
		<i>Revised bid package</i>				
5/16/2024	Sr. Engineer:	Senior Engineer	1.50	\$145.00	\$217.50	B
		<i>Revised design for second request for quotes</i>				
5/10/2024	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Project coordination</i>				
4/29/2024	Sr. Engineer:	Senior Engineer	2.00	\$145.00	\$290.00	S B
		<i>Preparing and sending bid docs to contractors</i>				
4/25/2024	Sr. Engineer:	Senior Engineer	2.00	\$145.00	\$290.00	S B
		<i>Final bid docs</i>				
4/23/2024	Sr. Engineer:	Senior Engineer	1.50	\$145.00	\$217.50	S B
		<i>Final bid docs</i>				
4/22/2024	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Project coordination</i>				

GROUPED BY Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
Andrew Levens						
SERVICES						
4/19/2024	Sr. Engineer:	Senior Engineer	2.00	\$145.00	\$290.00	S B
		<i>Final design</i>				
4/18/2024	Sr. Engineer:	Senior Engineer	2.00	\$145.00	\$290.00	S B
		<i>Final design</i>				
4/16/2024	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Specifications</i>				
4/15/2024	Sr. Engineer:	Senior Engineer	5.00	\$145.00	\$725.00	S B
		<i>Final design</i>				
4/12/2024	Sr. Engineer:	Senior Engineer	6.00	\$145.00	\$870.00	S B
		<i>Final design; Bid docs</i>				
4/10/2024	Sr. Engineer:	Senior Engineer	4.00	\$145.00	\$580.00	S B
		<i>Final design</i>				
4/9/2024	Sr. Engineer:	Senior Engineer	2.00	\$145.00	\$290.00	S B
		<i>Final design</i>				
4/8/2024	Sr. Engineer:	Senior Engineer	3.50	\$145.00	\$507.50	S B
		<i>Design coordination; Specifications</i>				
4/5/2024	Sr. Engineer:	Senior Engineer	4.00	\$145.00	\$580.00	S B
		<i>Final design</i>				
4/4/2024	Sr. Engineer:	Senior Engineer	4.00	\$145.00	\$580.00	S B
		<i>Plans and specs</i>				
4/4/2024	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Street lighting final design</i>				

GROUPED BY Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
Andrew Levens						
SERVICES						
4/3/2024	Sr. Engineer:	Senior Engineer	1.00	\$145.00	\$145.00	S B
		<i>Plans</i>				
TOTAL SERVICES FOR 16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement:			50.00		\$7,250.00	
			Total Services:	50.00	\$7,250.00	
			Total Services For Andrew Levens:	50.00	\$7,250.00	
Nathan Long						
SERVICES						
16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement						
4/8/2024	Engineer I:	Engineer I	4.00	\$95.00	\$380.00	S B
		<i>Revised project specifications to be consistent with vendor technical information</i>				
TOTAL SERVICES FOR 16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement:			4.00		\$380.00	
			Total Services:	4.00	\$380.00	
			Total Services For Nathan Long:	4.00	\$380.00	
Suellen Radich						
SERVICES						
16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement						
4/10/2024	Administrative:	Administrative	0.75	\$50.00	\$37.50	S B
		<i>Financial Oversight/Review - Billing</i>				
TOTAL SERVICES FOR 16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement:			0.75		\$37.50	
			Total Services:	0.75	\$37.50	
			Total Services For Suellen Radich:	0.75	\$37.50	

GROUPED BY Employee

Covington Civil & Environmental, LLC

TIME AND EXPENSES

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
Tommy Parker						
SERVICES						
16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement						
4/17/2024	Sr CAD Designer:	Senior CAD Designer	1.00	\$90.00	\$90.00	S B
		<i>Finalized plans</i>				
4/12/2024	Sr CAD Designer:	Senior CAD Designer	1.00	\$90.00	\$90.00	B
		<i>design drawings</i>				
4/9/2024	Sr CAD Designer:	Senior CAD Designer	2.00	\$90.00	\$180.00	S B
		<i>design drawings</i>				
4/4/2024	Sr CAD Designer:	Senior CAD Designer	1.00	\$90.00	\$90.00	S B
		<i>TOPO</i>				
TOTAL SERVICES FOR 16175.08 16175.08 - WA 28 - Gex Dr Lighting and Irrigation Replacement:			5.00		\$450.00	
Total Services:			5.00		\$450.00	
Total Services For Tommy Parker:			5.00		\$450.00	
Grand Total Billable Services:			59.75		\$8,117.50	

GROUPED BY Employee



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

Project Title		Kolo Court			
Project Number		16175.08			
Invoice #		16175.08-118			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Surveying	\$ 10,500.00	\$ 7,665.00	\$ 2,835.00	\$ -	100%
Task 2: Engineering and Design	\$ 16,000.00	\$ 5,440.00	\$ 10,560.00	\$ -	100%
Task 3: Bidding	\$ 5,000.00	\$ -	\$ 2,500.00	\$ 2,500.00	50%
Task 4: Construction Inspection and Administration	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	0%
Total	\$ 45,500.00	\$ 13,105.00	\$ 15,895.00	\$ 16,500.00	64%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08118
Invoice Date: 6/12/2024
Due Date: 7/12/2024
Project: FP WA 10 - Kolo Court
P.O. Number: 2023-442
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Kolo Court PO #2023-442 Services provided through 03/01/24 - 05/31/24			
Task 1: Surveying	0.27	10,500.00	2,835.00
Task 2: Engineering and Design	0.66	16,000.00	10,560.00
Task 3: Bidding	0.5	5,000.00	2,500.00
Task 4: Construction Inspection and Administration	0	14,000.00	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	\$15,895.00
Payments/Credits	\$0.00
Balance Due	\$15,895.00



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

Project Title		Kaleki Way Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-116			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Surveying	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	100%
Task 2: Permitting	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	100%
Task 3: Engineering and Design	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	100%
Task 4: Bidding	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	100%
Task 5: Construction Inspection/Administration	\$ 22,500.00	\$ -	\$ 18,000.00	\$ 4,500.00	80%
Total	\$ 71,500.00	\$ 49,000.00	\$ 18,000.00	\$ 4,500.00	94%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08116
Invoice Date: 6/11/2024
Due Date: 7/11/2024
Project: Task #1 - Survey
P.O. Number: 2023-0349
Terms: Net 30

Bill To: _____

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Kaleki Way Drainage PO #2023-0349 Requisition #R-05295 Services Provided 03/01/24 - 05/31/24			
Task 1: Survey	0	20,000.00	0.00
Task 2: Permitting	0	2,500.00	0.00
Task 3: Engineering and Design	0	22,000.00	0.00
Task 4: Bidding	0	4,500.00	0.00
Task 5: Construction Inspection/Administration	0.8	22,500.00	18,000.00

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

Total	\$18,000.00
Payments/Credits	\$0.00
Balance Due	\$18,000.00



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

Project Title		Ahuli Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-119			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 45,500.00	\$ 9,555.00	\$ 35,945.00	\$ -	100%
Engineering, Design and Permitting	\$ 48,500.00	\$ 2,425.00	\$ 46,075.00	\$ -	100%
Bidding	\$ 5,000.00	\$ -	\$ 2,500.00	\$ 2,500.00	50%
Construction Inspection and Administration	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	0%
Total	\$ 131,000.00	\$ 11,980.00	\$ 84,520.00	\$ 34,500.00	74%



June 12, 2024

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

Re: Professional Services – City of Diamondhead Ahuli Drainage Project

Dear Mr. McCraw:

Enclosed is the second invoice for Ahuli Drainage Project, for your review and approval, Invoice #16175.08-119 for services through 05/31/2024.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

Ben Benvenuti, P.E.
Principal Engineer



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08119
Invoice Date: 6/12/2024
Due Date: 7/12/2024
Project: 16175.08 FP WA 7 - Ahu...
P.O. Number:
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Surveying Services Ahuli Drainage Project - FP WA 7 Services Provided 01/01/24 - 05/31/24			
Task 1: Surveying	0.79	45,500.00	35,945.00
Task 2: Engineering, Design and Permitting	0.95	48,500.00	46,075.00
Task 3: Bldding	0.5	5,000.00	2,500.00
Task 4: Construction Inspection and Administration	0	32,000.00	0.00
Subtotal			84,520.00

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	\$84,520.00
Payments/Credits	\$0.00
Balance Due	\$84,520.00



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

Project Title		Kalae Drainage			
Project Number		16175.08			
Invoice #		16175.08-117			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Surveying	\$ 5,000.00	\$ 4,350.00	\$ 650.00	\$ -	100%
Task 2: Engineering and Design	\$ 5,500.00	\$ 3,795.00	\$ 1,705.00	\$ -	100%
Task 3: Bidding	\$ 4,500.00	\$ -	\$ 2,250.00	\$ 2,250.00	50%
Task 4: Construction Inspection and Administration	\$ 4,500.00			\$ 4,500.00	0%
Total	\$ 19,500.00	\$ 8,145.00	\$ 4,605.00	\$ 6,750.00	65%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08117
Invoice Date: 6/11/2024
Due Date: 7/11/2024
Project: FP WA 4 - Kalae Drainage
P.O. Number: 2023-0342
Terms: Net 30

Bill To: _____

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Kalae Drainage PO #2023-0342 REQ# - R-05296 Services provided 01/20/24 - 05/31/24			
Task 1: Survey	0.13	5,000.00	650.00
Task 2: Engineering and Design	0.31	5,500.00	1,705.00
Task 3: Bidding	0.5	4,500.00	2,250.00
Task 4: Construction Inspection and Administration	0	4,500.00	0.00

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

Total	\$4,605.00
Payments/Credits	\$0.00
Balance Due	\$4,605.00

EXHIBIT "B"

SCOPE OF SERVICES

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

EXHIBIT "C"

WORK ASSIGNMENT

CITY OF DIAMONDHEAD
WORK ASSIGNMENT
NO _____

ENGINEER'S PROJECT NUMBER: - 17-057 Noma Drive Waterfront Improvements Phase 2

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. Design, Permitting, Bid Phase and Construction Phase Services

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 program 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 \$261,030.50 _____ (Total of all Charges) without the prior written consent of both parties.

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

Table 1: Rate Schedule for Labor Hours

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

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

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

City of Diamondhead

Authorized Signature

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

Printed Name: _____

Signature: _____

ATTEST: _____

EXHIBIT "D" FEES**AND EXPENSES**

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

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

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

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

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

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

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

Direct costs:

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

Direct Salaries:

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

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

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

Date _____

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

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Engineer's Project No _____ Mississippi

City Work Assignment No. _____

Engineer: _____

-----:
_

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

NOTE:

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

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

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

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"
PROGRESS REPORT

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

Report Submitted by _____

Date: _____

EXHIBIT "G"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Enter Consultant's Name}

{Print or Type}

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"

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

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

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

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor /Consultant

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

NOTARY PUBLIC
My Commission Expires: _____

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

MASTER SERVICE AGREEMENT RATES

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

EXHIBIT "C"

WORK ASSIGNMENT – Amendment 2

CITY OF DIAMONDHEAD
WORK ASSIGNMENT
NO _____

ENGINEER’S PROJECT NUMBER: - 17-057 Montjoy Creek Trail Project

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

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

1. Amendment for additional wetlands determination as required by US COE. Not exceed \$1,800.

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{}{}{}

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.)

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 \$1,800 (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

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

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

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

City of Diamondhead

Authorized Signature

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

Printed Name: _____

Signature: _____

ATTEST: _____

EXHIBIT "D" FEES AND EXPENSES

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

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

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

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

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

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

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

Direct costs:

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

Direct Salaries:

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

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

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

Date _____

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

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Engineer's Project No _____ Mississippi

City Work Assignment No. _____

Engineer: _____

-----:
-

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

NOTE:

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

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

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

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

EXHIBIT "F"
PROGRESS REPORT

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

Report Submitted by _____

Date: _____

EXHIBIT "G"

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

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

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

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

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

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

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

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

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

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear 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 an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

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

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

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

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

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

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

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

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

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

{Enter Consultant's Name}

{Print or Type}

ATTEST _____

My Commission Expires:

Notary

EXHIBIT "I"

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

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

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EEV* Company Identification Number [Required]

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BY: _____ Date _____
Authorized Officer or Agent

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>
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Senior CAD Technician (minimum 15 Years Experience).....	\$80.00
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Clerical.....	\$50.00
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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

2024 - 155
Agenda Item #2023-_____

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

RECEIVED
JUN 11 2024
BY: *Farber*

ORDINANCE/RESOLUTION CAPTION:

*for June 18, 2024
Agenda
(48)*

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Pursuant to MS Code § 21-9-27 (2020), The city manager shall hold office for such period (not to exceed four years for any one specified period) as may be provided by ordinance, and shall be eligible for reemployment, successively or otherwise.

Motion to add to city ordinances qualifications for appointments shall be solicited at the beginning of the first term of office for city manager, city attorney, and city clerk.

REQUIRED SIGNATURES

REQUESTED BY:

Mayor Nancy Depreo

City Manager:

City Attorney:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

Agenda Item #2023-²⁰²⁴ 156

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

RECEIVED
JUN 11 2024

BY: *Harker*
for June 18, 2024
Agenda

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to discuss MS Code § 21-9-71 (2020) Council-Manager Form of Government § 21-9-71. Election offenses.

Any officer or employee other than the mayor and councilmen of any such city, who shall solicit or attempt to influence any person to vote for any particular candidate at any election held in such city, or who shall in any manner contribute any money, labor or other valuable thing to any person or organization for election purposes, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding One Hundred Dollars (\$100.00), or by imprisonment in the county jail not exceeding thirty days, or by both such fine and imprisonment.

REQUIRED SIGNATURES

REQUESTED BY: *Mayor Nancy Depreo*
City Manager:
City Attorney:

COUNCIL ACTION: Approved Denied Tabled/Deferred Info Only Completed:

Agenda Item #2023-²⁰²⁴ -157

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

RECEIVED
JUN 11 2024
BY: *Yarb*
for June 18, 2024
Agenda

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:
Pursuant to MS Code § 21-15-25 (2019), The governing authorities may annually appoint an attorney-at-law for the municipality, prescribe his duties and fix his compensation.
Motion to advertise for request for qualifications for city attorney and set the compensation not to exceed \$75,000 per year.

REQUIRED SIGNATURES

REQUESTED BY: *Mayor Nancy Depreo*
City Manager:
City Attorney:

COUNCIL ACTION: Approved Denied Tabled/Deferred Info Only Completed:



City of Diamondhead, MS

Docket of Claims Register Item No. 19

APPKT02191 - 6.18.24 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount	
							Line	Amount
DKT231832	Airgas Inc	06/18/2024	5508327064	ACETYLENE & OXYGEN RENTAL	001-301-640.00	Rentals	97.81	97.81
DKT231833	B&J PITT STOP LLC	06/18/2024	11-0202068	UNIT 402 - OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	45.00	197.00
			11-0202341	UNIT 055 - OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	65.00	
			11-0202392	UNIT 952 - OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	65.00	
					001-200-635.00	Professional Fees - R&M Outside Services	22.00	
DKT231834	BOTTOM 2 TOP CONSTRUCTION LLC	06/18/2024	9	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	161-653-912.00	Capital Outlay - Streets & Drainage-Commercial Dis	328,587.26	328,587.26
DKT231835	Coast Electric Power Association	06/18/2024	6/12/24-001	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	11,479.31	19,069.23
			6/12/24-002		001-301-630.00	Utilities - Streetlights & Other	1,632.68	
			6/9/24-003		001-140-630.00	Utilities - General	2,581.11	
					001-301-630.00	Utilities - Streetlights & Other	2,686.84	
			6/9/24-005		001-301-630.00	Utilities - Streetlights & Other	87.66	
			6/9/24-007		001-301-630.00	Utilities - Streetlights & Other	62.81	
			6/9/24-010		001-140-630.00	Utilities - General	76.55	
			6/9/24-012		001-140-630.00	Utilities - General	60.57	
			6/9/24-016		001-301-630.00	Utilities - Streetlights & Other	55.90	
			6/9/24-017		001-301-630.00	Utilities - Streetlights & Other	159.04	
			6/9/24-018		001-301-630.00	Utilities - Streetlights & Other	71.60	
			6/9/24-019		001-301-630.00	Utilities - Streetlights & Other	59.26	
			6/9/24-020		001-301-630.00	Utilities - Streetlights & Other	55.90	
DKT231836	Coastal Hardware and Rental Co LLC	06/18/2024	B20456297	RUBBER BOOTS	001-301-501.00	Supplies	29.99	29.99

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Amount																				
DKT231837	Covington Civil and Environmental LLC	06/18/2024	16175.08116	KALEKI WAY DRAINAGE	190-000-602.00	Professional Fees - Engineering	9,000.00	134,137.50																				
							9,000.00																					
							2,302.50																					
							2,302.50																					
							7,947.50																					
							7,947.50																					
							42,260.00																					
							42,260.00																					
DKT231838	Cspire Internet Service	06/18/2024	690858-58	INTERNET & PHONE RENTAL FOR THE MONTH OF MAY	001-140-612.00	Internet	208.99	643.13																				
							434.14																					
							DKT231839		Custom Products Corporation	06/18/2024	INV8565	All Way Stop Signs	001-301-586.00	Street Signs	84.09	84.09												
															DKT231840		Diamondhead True Value	06/18/2024	A449683	GLASS CLEANER	001-301-570.00	Repairs & Maintenance - Vehicle	8.99	67.29				
																							A449858		60 LB QUIKRETE	001-301-581.00	Asphalt/Concrete	38.32
																												A450075
															DKT231841		Digital Engineering and Imaging Inc	06/04/2024	730-1001-48	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	312.50	2,136.25				
																							1,823.75					
DKT231842	FirstPoint Inc	06/18/2024	23907	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	128.00	128.00																				
DKT231843	Fuelman	06/18/2024	NP66564504	FOR THE WEEK ENDING 6.2.24	001-140-525.00	Fuel	52.57	2,040.20																				
							1,103.24																					
							35.76																					
							848.63																					
			NP66606429	FOR THE WEEK ENDING 6/9/24	001-200-525.00	Fuel																						

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount
DKT231844	GULF COPY SYSTEMS LLC	06/18/2024	4405	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance		495.62
								20.85
								67.04
								25.62
								315.35
								8.74
								49.84
								1.86
	6.32							
DKT231845	Hancock Bank lease payment	06/18/2024	10	PROMISSORY NOTE - LEASE PURCHASE	001-800-830.04	Note Interest Payment - City Hall 2015		108,271.76
								18,069.76
					001-800-830.03	Note Principal Payment - City Hall 2015		90,202.00
DKT231846	Hancock County Chamber of Commerce	06/18/2024	1405	SOCIAL MEDIA TRAINING - A.	001-140-615.00	Travel & Training		50.00
								25.00
			1775		001-140-615.00	Travel & Training		25.00
DKT231847	Hancock County Sheriffs Office	06/18/2024	2024-DH-08	CELL PHONE SERVICES	001-200-632.00	Telephone - Cell Service		64,137.04
								40.23
			2024-DHLE-016	INTERLOCAL AGREEMENT FOR WEEK ENDING 5/4/24	001-200-632.00	Telephone - Cell Service		374.80
								31,518.03
			2024-DHLE-017	INTERLOCAL AGREEMENT FOR WEEK ENDING 5.18.24	001-200-690.00	Interlocal Agreement		246.00
								132.73
		001-110-681.00	Other Services & Charges		31,579.25			
		001-200-690.00	Interlocal Agreement		246.00			
		001-200-612.00	Internet					
DKT231848	Hancock County Solid Waste	06/18/2024	1315	MAY RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges		63,390.72
DKT231849	James J Chiniche PA Inc	06/18/2024	17-057-0222	COON BRANCH DRAINAGE IMPROVEMENTS	162-000-602.00	Prof Fees Engineering- GOMESA FY22 Coon Branch		11,665.00
DKT231850	JONI COMPRETTA	06/18/2024	2024	FIREWORK BAND	001-653-650.00	Promotions		1,000.00

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount	ET			
DKT231851	L J CONSTRUCTION INC	06/18/2024	2	KALEKI WAY DRAINAGE PROJECT	190-000-912.00	Capital Outlay - Streets/Drainage	212,661.74				
						192-000-912.00	Capital Outlay-Streets/Drainage ARPA ST of MS	106,330.87			
DKT231852	Lowes Home Improvement	06/18/2024	987802-NCQAQU	MARKING PAINT	001-653-650.00	Promotions	76.32				
						001-653-650.00	Promotions	25.44			
						001-653-650.00	Promotions	25.44			
DKT231853	MEMORIAL HOSPITAL AT GULFPORT	06/18/2024	1160873	EMPLOYEE DRUG SCREENING FOR EMPLOYMENT	001-301-698.00	Misc. Services - Drug Testing & Other	260.00				
								260.00			
DKT231854	Moran Hauling Inc	06/18/2024	1 - BAYOU	BAYOU DRIVE DRAINAGE PROJECT	190-000-912.00	Capital Outlay - Streets/Drainage	174,192.95				
						192-000-912.00	Capital Outlay-Streets/Drainage ARPA ST of MS	87,096.47			
							87,096.48				
DKT231855	MS Department of Public Safety	06/18/2024	MAY 2024	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	179.48				
DKT231856	Napa of Bay St Louis	06/18/2024	380585	MOTOR OIL	001-301-570.00	Repairs & Maintenance - Vehicle	358.97				
						381714	BRAKE PADS	001-301-570.00	Repairs & Maintenance - Vehicle	50.23	
						383005	VALVE, FRONT LEFT BR - FA 550	001-301-570.00	Repairs & Maintenance - Vehicle	84.22	
						383045	BATTERY - UNIT 032	001-200-570.00	Repairs & Maintenance - Vehicle	63.95	
						383116	CORE DEPOSIT - UNIT 032	001-200-570.00	Repairs & Maintenance - Vehicle	178.57	
											-18.00
DKT231857	Orion Planning and Design	06/18/2024	22-05-007	ZONING CODE REWRITE	001-280-601.00	Professional Fees - Consulting	6,039.25				
DKT231858	Skinners AC Service & Repair Inc	06/18/2024	5/31/24	AC REPAIRS	001-140-560.00	Repairs & Maintenance - Building	125.00				
DKT231859	State Treasurer	06/18/2024	MAY 2024	COURT ASSESSMENT/FINE FOR MAY	650-110-131.00	State Assessments Payable	2,889.12				
					650-110-131.01	Court Bond Fees Payable	90.00				
DKT231860	TIFFANY COWMAN	06/18/2024	JUNE 2024	TAX SALE REDEMPTIONS FOR JUNE	001-140-694.00	Collection Fees	380.00				
DKT231861	TransUnion Risk and Alternative Data Solutions Inc	06/18/2024	5859551-202405-1	TLOxp FOR MAY	001-110-681.00	Other Services & Charges	150.00				
						6177932-202405-1	001-200-681.00	Other Services & Charges	75.00		
							75.00				
DKT231862	UMB Card Services	06/18/2024	INV259142374	MONTHLY CHARGES FOR ZOOM	001-140-623.00	Membership Dues/Fees	15.99				

Docket of Claims Register - Council

APPKT02191 Item No. 19. ET

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231863	UniFirst Corporation		UNIFORM RENTAL FOR THE WEEK ENDING 6.3.24	001-301-535.00	Uniforms		201.18
	06/18/2024	1530149745				100.59	
		1530151021	UNIFORM RENTAL FOR THE WEEK ENDING 6/10/24	001-301-535.00	Uniforms	100.59	
DKT231864	WageWorks		COBRA PAYMENT FOR MAY	001-140-625.00	Insurance		100.00
	06/18/2024	0524-DR42799				100.00	
Total Claims: 33						Total Payment Amount:	1,133,857.89



City of Diamondhead, MS

Docket of Claims Register

Item No.20

APPKT02189 - Payroll Payables May 2024

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount	
DKT231823	American Fidelity							920.42	
	05/01/2024	INV0006159	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld		37.85		
		INV0006160	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld		34.89		
		INV0006161	American Fidelity Accident	650-140-113.04	American Fidelity Withheld		63.25		
		INV0006162	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld		44.85		
		INV0006163	American Fidelity Disability	650-140-113.04	American Fidelity Withheld		229.97		
		INV0006164	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld		18.55		
		INV0006165	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld		30.85		
	05/15/2024	INV0006186	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld		37.85		
		INV0006187	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld		34.89		
		INV0006188	American Fidelity Accident	650-140-113.04	American Fidelity Withheld		63.25		
		INV0006189	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld		44.85		
		INV0006190	American Fidelity Disability	650-140-113.04	American Fidelity Withheld		229.97		
		INV0006191	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld		18.55		
		INV0006192	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld		30.85		
	DKT231824	Blue Cross Blue Shield of MS							10,923.91
		05/01/2024	INV0006177	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable		5,461.96	
		05/15/2024	INV0006204		650-140-112.00	BCBS Withheld/Payable		5,461.95	
DKT231825	Colonial Life							185.04	
	05/01/2024	INV0006166	EE PREMIUM	650-140-113.00	Colonial Withheld		19.88		
		INV0006167	Critical Illness	650-140-113.00	Colonial Withheld		3.81		
		INV0006168	EE Premium	650-140-113.00	Colonial Withheld		10.95		
		INV0006169	EE PREMIUM	650-140-113.00	Colonial Withheld		12.30		
		INV0006170		650-140-113.00	Colonial Withheld		12.80		
		INV0006171		650-140-113.00	Colonial Withheld		32.78		
	05/15/2024	INV0006193		650-140-113.00	Colonial Withheld		19.88		
		INV0006194	Critical Illness	650-140-113.00	Colonial Withheld		3.81		
		INV0006195	EE Premium	650-140-113.00	Colonial Withheld		10.95		
		INV0006196	EE PREMIUM	650-140-113.00	Colonial Withheld		12.30		
		INV0006197		650-140-113.00	Colonial Withheld		12.80		
		INV0006198		650-140-113.00	Colonial Withheld		32.78		

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
DKT231826	Guardian							1,086.94
	05/01/2024	INV0006173	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable		5.30	
		INV0006174	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		344.04	
		INV0006175	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		111.09	
		INV0006176	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		83.12	
	05/15/2024	INV0006200	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable		5.28	
		INV0006201	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		343.94	
		INV0006202	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		111.09	
		INV0006203	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		83.08	
	<hr/>							
DKT231827	Internal Revenue Service							30,733.13
	05/01/2024	INV0006156	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable		413.30	
		INV0006157		650-140-122.01	Medicare Withheld/Payable		96.66	
		INV0006158		650-140-123.00	Federal Withholding Tax		29.58	
		INV0006181		650-140-122.00	Social Security Withheld/Payable		5,349.04	
		INV0006182		650-140-122.01	Medicare Withheld/Payable		1,250.94	
		INV0006183		650-140-123.00	Federal Withholding Tax		3,501.40	
	05/15/2024	INV0006208		650-140-122.00	Social Security Withheld/Payable		5,534.26	
		INV0006209		650-140-122.01	Medicare Withheld/Payable		1,294.34	
		INV0006210		650-140-123.00	Federal Withholding Tax		3,695.91	
	05/29/2024	INV0006214		650-140-122.00	Social Security Withheld/Payable		5,126.24	
		INV0006215		650-140-122.01	Medicare Withheld/Payable		1,198.86	
		INV0006216		650-140-123.00	Federal Withholding Tax		3,242.60	
	<hr/>							
DKT231828	Morgan White Group							1,380.06
	05/01/2024	INV0006178	Morgan White	650-140-112.01	Morgan White Payable		690.06	
	05/15/2024	INV0006205		650-140-112.01	Morgan White Payable		690.00	
<hr/>								
DKT231829	MS Department of Revenue Payroll							3,558.00
	05/01/2024	INV0006180	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax		1,163.00	
	05/15/2024	INV0006207		650-140-134.00	State Withholding Tax		1,301.00	
	05/29/2024	INV0006213		650-140-134.00	State Withholding Tax		1,094.00	
<hr/>								
DKT231830	Systematized Benefits and Administrators Inc							12,917.40
	05/01/2024	INV0006172	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable		4,305.80	
	05/15/2024	INV0006199		650-140-110.00	Deferred Compensation Withheld/Payable		4,305.80	
	05/29/2024	INV0006212		650-140-110.00	Deferred Compensation Withheld/Payable		4,305.80	

Docket of Claims Register - Council

APPKT02189 - Payroll Pa Item No.20. 4

Docket/Claim #	Vendor Name Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount	
						Line Amount	
DKT231831	Texas Life						143.53
	05/01/2024	INV0006179	Texas Life	650-140-113.05	Texas Life Withheld	71.77	
	05/15/2024	INV0006206		650-140-113.05	Texas Life Withheld	71.76	
Total Claims: 9						Total Payment Amount:	61,848.43

PR Net							
Wages	Payroll Pd	Seq No.	Docket #	Description	Paymt Date	Amount	Agenda
PYPKT01488	04/08-04/21	000199	PRCLAIM10199	Net Wages Payable	5/1/2024	30,045.48	6/18/2024
PYPKT01490	04/22-05/05	000200	PRCLAIM10200	Net Wages Payable	5/15/2024	31,092.25	6/18/2024
PYPKT01494	05/06-05/19	000201	PRCLAIM10201	Net Wages Payable	5/29/2024	29,161.47	6/18/2024
PYPKT1495	05/01-05/30	000202	PRCLAIM10202	Net Wages Payable	6/1/2024	3,048.79	6/18/2024

CITY OF DIAMONDHEAD, MISSISSIPPI
Financial Statements
Coversheet to Monthly Budget Report
For the Month Ended 4/30/20204

ALL FUNDS HIGHLIGHTS

*Revenue:		<u>Current Year</u>	<u>Prior Year</u>
Total YTD Revenue	\$	7,694,790	\$ 9,393,343
Total Budget	\$	20,760,123	\$ 19,526,777
% Actual to Budget		37.1%	
Current Month % to Fiscal Year		58.3%	58.3%

*Expenses YTD Activity:		<u>Current Year</u>	<u>Last Year</u>
Total YTD Expenses Actual Activity	\$	8,897,292	\$ 4,207,847
Total YTD Expenses Activity w/ Encumbrances	\$	5,335,912	\$ 5,708,560
Total Budget	\$	24,528,662	\$ 23,383,842
% Actual to Budget		36.3%	
% Actual w/ Encumbrances to Budget		21.8%	
Current Month % to Fiscal Year		58.3%	58.3%

* Excludes Other Financing Sources and Uses

Depository Account Balances as of: 4/30/20204

General Bank Acct:	\$ 6,782,527	Unrestricted	\$ 4,817,908
Accounts Payable Clearing:	25,134	Fiduciary Fund	50,908
Payroll Clearing:	87,370	Solid Waste	291,297
Contingency Operating Fund:	2,063,956	Grant Funds	139,957
		MS Infrastructure	239,939
		Amer Rescue & F	2,080,782
		GO BONDS 2022	1,338,194
TOTAL	\$ 8,958,986		\$ 8,958,986

Fund Activity	<u>YTD Actual</u>	<u>YTD Actual w/ Encumbrances</u>	<u>Total Current Budget</u>
001 - General Fund	\$ 1,337,474	\$ 1,312,969	\$ (257,300)
104 - MS Infrastructure Modernization Fund	\$ 191,234	\$ 198,466	\$ 1,278
113 - Grant - GRPC Multi Modal Path	\$ -	\$ -	\$ (20,000)
115 - Grant - Tidelands FY20 Rotten Bayou F	\$ (15,572)	\$ (36,216)	\$ (8,716)
156 - Grant - GCRF-MDA FY2020 Commerci	\$ 74,267	\$ 1,411,485	\$ (207,596)
157 - Grant - GRPC - East Aloha Improvemer	\$ (15,750)	\$ (76,000)	\$ -
158 - Grant - Tidelands FY21-23 Noma Dr Pt	\$ 325,152	\$ 315,226	\$ (18,126)
160 - Grant - DMR - Twin Lakes Pier/Boardw	\$ -	\$ (5,250)	\$ (5,250)
161 - Grant - GCRF-MDA FY2021 COMMER	\$ 5,322	\$ (74,143)	\$ (490,615)
162 - Grant-GOMESA FY22 -Coon Branch P	\$ (45,392)	\$ -	\$ 175,925
163 - Grant - GCRF-MDA FY22 Noma	\$ (84,718)	\$ 594,763	\$ (207,090)
164 - Grant - GCRF MDA FY23 Comn	\$ (5,500)	\$ (104,572)	\$ (400,000)
190 - American Rescue & Recovery Act	\$ (8,041)	\$ (577,524)	\$ (2,173,350)
191 - Hancock County Match Bank Stabiliza	\$ (40,600)	\$ (6,900)	\$ 128,000
192 - ARPA Match - STATE OF MS	\$ (71,112)	\$ (679,642)	\$ (173,850)
302 - FY22 BOND ISSUE	\$ (2,987,282)	\$ 735	\$ 1,000
401 - Solid Waste Fund	\$ 129,692	\$ 129,692	\$ (112,850)
TOTAL Surplus (Deficit)	\$ (1,210,825)	\$ 2,403,090	\$ (3,768,539)



SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
200 - GENERAL PROPERTY TAXES	3,043,500.00	3,043,500.00	88,757.99	2,701,996.11	-341,503.89	11.22%
203 - PRIOR YEAR PROPERTY TAXES	29,500.00	29,500.00	541.31	21,533.42	-7,966.58	27.01%
220 - LICENSES AND PERMITS	470,750.00	470,750.00	14,438.10	248,419.92	-222,330.08	47.23%
250 - STATE REVENUE/GRANTS	300,500.00	300,500.00	124.73	240,366.94	-60,133.06	20.01%
260 - TAX ON SALES	1,022,200.00	1,022,200.00	66,617.11	553,197.72	-469,002.28	45.88%
270 - LOCAL GOVERNMENT REVENUE/GRANTS	220,000.00	220,000.00	3,351.53	103,874.35	-116,125.65	52.78%
280 - CHARGES FOR GOVERNMENTAL SERVICES	1,000.00	1,000.00	300.00	1,413.96	413.96	41.40%
330 - FINES & FORFEITS	35,000.00	35,000.00	1,751.75	24,286.00	-10,714.00	30.61%
340 - MISCELLANEOUS	268,000.00	365,641.75	3,417.87	157,236.02	-208,405.73	57.00%
400 - SALARIES	1,283,216.08	1,283,216.08	128,231.32	701,880.68	581,335.40	45.30%
460 - EMPLOYEE BENEFITS	416,848.74	416,848.74	32,128.94	184,953.98	231,894.76	55.63%
500 - SUPPLIES	50,280.00	50,280.00	1,932.74	14,361.54	35,918.46	71.44%
510 - OPERATING SUPPLIES	143,220.00	143,220.00	7,521.66	50,567.83	92,652.17	64.69%
560 - REPAIRS & MAINTENANCE SUPPLIES	106,600.00	106,600.00	2,893.31	25,722.40	80,877.60	75.87%
600 - PROFESSIONAL SERVICES	464,770.00	679,632.30	33,644.07	339,240.68	340,391.62	50.08%
610 - GENERAL SERVICES	72,224.40	72,249.40	4,647.08	32,899.81	39,349.59	54.46%
625 - INSURANCE	176,868.60	167,873.60	129,441.76	167,911.51	-37.91	-0.02%
630 - UTILITIES	250,445.00	255,965.00	40,770.10	153,034.57	102,930.43	40.21%
635 - REPAIRS & MAINTENANCE OUTSIDE SERVICES	58,000.00	65,557.86	4,600.99	17,429.06	48,128.80	73.41%
640 - RENTALS	21,176.00	21,176.00	1,531.67	10,005.90	11,170.10	52.75%
650 - PROMOTIONS / EXHIBITIONS	60,600.00	61,200.00	607.15	32,612.25	28,587.75	46.71%
680 - OTHER OUTSIDE SERVICES	1,038,869.50	1,047,047.50	66,082.89	516,659.00	530,388.50	50.66%
700 - GRANTS, SUBSIDIES AND ALLOCATION	57,800.00	57,800.00	0.00	37,700.00	20,100.00	34.78%
800 - DEBT SERVICE	183,776.54	183,776.54	475.00	69,602.03	114,174.51	62.13%
900 - CAPITAL OUTLAY	298,400.00	432,948.54	0.00	360,269.35	72,679.19	16.79%
951 - INTERFUND TRANSFERS - GRANT FUNDS	700,000.00	700,000.00	0.00	0.00	700,000.00	100.00%
Fund: 001 - GENERAL FUND Surplus (Deficit):	7,355.14	-257,299.81	-275,208.29	1,337,473.85	1,594,773.66	619.81%
Fund: 004 - CONTINGENCY FUND						
340 - MISCELLANEOUS	0.00	0.00	17,910.23	63,955.94	63,955.94	0.00%
Fund: 004 - CONTINGENCY FUND Total:	0.00	0.00	17,910.23	63,955.94	63,955.94	0.00%
Fund: 104 - MS Infrastructure Modernization Fund						
260 - TAX ON SALES	570,000.00	570,000.00	0.00	280,163.56	-289,836.44	50.85%
340 - MISCELLANEOUS	12,000.00	12,000.00	953.92	4,643.89	-7,356.11	61.30%
600 - PROFESSIONAL SERVICES	100,000.00	100,000.00	0.00	3,710.00	96,290.00	96.29%
800 - DEBT SERVICE	480,722.00	480,722.00	0.00	89,863.58	390,858.42	81.31%
Fund: 104 - MS Infrastructure Modernization Fund Surplus (Deficit)	1,278.00	1,278.00	953.92	191,233.87	189,955.87	14,863.53%
Fund: 113 - Grant - GRPC Multi Modal Path						
230 - FEDERAL REVENUE/GRANTS	80,000.00	80,000.00	0.00	0.00	-80,000.00	100.00%
600 - PROFESSIONAL SERVICES	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%
900 - CAPITAL OUTLAY	88,000.00	88,000.00	0.00	0.00	88,000.00	100.00%
Fund: 113 - Grant - GRPC Multi Modal Path Surplus (Deficit):	-20,000.00	-20,000.00	0.00	0.00	20,000.00	100.00%
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access						
250 - STATE REVENUE/GRANTS	556,878.94	556,878.94	0.00	0.00	-556,878.94	100.00%
600 - PROFESSIONAL SERVICES	42,402.00	51,117.76	3,427.50	15,571.75	35,546.01	69.54%
900 - CAPITAL OUTLAY	514,476.94	514,476.94	0.00	0.00	514,476.94	100.00%
Fund: 115 - Grant- Tidelands FY20 Rotten Bayou Public Access Surp	0.00	-8,715.76	-3,427.50	-15,571.75	-6,855.99	-78.66%
Fund: 118 - Grant-GRPC/MDOT West Aloha Streets & Sidewalks						
250 - STATE REVENUE/GRANTS	800,000.00	800,000.00	0.00	0.00	-800,000.00	100.00%
380 - TRANSFERS IN	200,000.00	200,000.00	0.00	0.00	-200,000.00	100.00%
600 - PROFESSIONAL SERVICES	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00%

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
900 - CAPITAL OUTLAY	890,000.00	890,000.00	0.00	0.00	890,000.00	100.00%
Fund: 118 - Grant-GRPC/MDOT West Aloha Streets & Sidewalks Su	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 149 - Grant-Tidelands FY24 Trail/ Marine Ed Planning						
600 - PROFESSIONAL SERVICES	0.00	0.00	1,302.50	6,350.50	-6,350.50	0.00%
Fund: 149 - Grant-Tidelands FY24 Trail/ Marine Ed Planning Total:	0.00	0.00	1,302.50	6,350.50	-6,350.50	0.00%
Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District						
250 - STATE REVENUE/GRANTS	1,300,000.00	1,300,000.00	415,699.30	1,411,662.77	111,662.77	8.59%
600 - PROFESSIONAL SERVICES	0.00	207,595.55	0.00	0.00	207,595.55	100.00%
900 - CAPITAL OUTLAY	1,300,000.00	1,300,000.00	0.00	1,337,395.57	-37,395.57	-2.88%
Fund: 156 - Grant- GCRF-MDA FY2020 Commercial District Surplus	0.00	-207,595.55	415,699.30	74,267.20	281,862.75	135.77%
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2						
250 - STATE REVENUE/GRANTS	490,000.00	490,000.00	0.00	0.00	-490,000.00	100.00%
600 - PROFESSIONAL SERVICES	98,000.00	98,000.00	0.00	15,750.00	82,250.00	83.93%
900 - CAPITAL OUTLAY	392,000.00	392,000.00	0.00	0.00	392,000.00	100.00%
Fund: 157 - Grant- GRPC - East Aloha Improvements Phase 2 Surpl	0.00	0.00	0.00	-15,750.00	-15,750.00	0.00%
Fund: 158 - Grant - Tidelands FY21-23 Noma Dr Public Access						
250 - STATE REVENUE/GRANTS	711,000.00	711,000.00	0.00	337,101.96	-373,898.04	52.59%
600 - PROFESSIONAL SERVICES	0.00	15,836.77	4,187.50	8,200.00	7,636.77	48.22%
680 - OTHER OUTSIDE SERVICES	0.00	0.00	0.00	3,750.00	-3,750.00	0.00%
900 - CAPITAL OUTLAY	711,000.00	713,288.90	0.00	0.00	713,288.90	100.00%
Fund: 158 - Grant - Tidelands FY21-23 Noma Dr Public Access Surpl	0.00	-18,125.67	-4,187.50	325,151.96	343,277.63	1,893.88%
Fund: 159 - Grant - GOMESA Marsh Erosion Prevention						
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	8,167.50	-8,167.50	0.00%
Fund: 159 - Grant - GOMESA Marsh Erosion Prevention Total:	0.00	0.00	0.00	8,167.50	-8,167.50	0.00%
Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk						
250 - STATE REVENUE/GRANTS	225,000.00	225,000.00	0.00	0.00	-225,000.00	100.00%
600 - PROFESSIONAL SERVICES	28,750.00	34,000.00	0.00	0.00	34,000.00	100.00%
900 - CAPITAL OUTLAY	196,250.00	196,250.00	0.00	0.00	196,250.00	100.00%
Fund: 160 - Grant - DMR - Twin Lakes Pier/Boardwalk Surplus (Defi	0.00	-5,250.00	0.00	0.00	5,250.00	100.00%
Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT						
250 - STATE REVENUE/GRANTS	1,800,000.00	1,800,000.00	0.00	157,976.02	-1,642,023.98	91.22%
600 - PROFESSIONAL SERVICES	0.00	490,615.08	43,800.78	152,653.68	337,961.40	68.89%
900 - CAPITAL OUTLAY	1,800,000.00	1,800,000.00	0.00	0.00	1,800,000.00	100.00%
Fund: 161 - Grant - GCRF-MDA FY2021 COMMERCIAL DISTRICT Sur	0.00	-490,615.08	-43,800.78	5,322.34	495,937.42	101.08%
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects						
250 - STATE REVENUE/GRANTS	1,027,522.00	1,027,522.00	0.00	0.00	-1,027,522.00	100.00%
600 - PROFESSIONAL SERVICES	0.00	0.00	7,610.00	45,391.75	-45,391.75	0.00%
900 - CAPITAL OUTLAY	851,597.00	851,597.00	0.00	0.00	851,597.00	100.00%
Fund: 162 - Grant-GOMESA FY22 -Coon Branch Projects Surplus (D	175,925.00	175,925.00	-7,610.00	-45,391.75	-221,316.75	125.80%
Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project						
250 - STATE REVENUE/GRANTS	900,000.00	900,000.00	197,180.82	729,590.41	-170,409.59	18.93%
600 - PROFESSIONAL SERVICES	0.00	207,090.42	0.00	35,499.97	171,590.45	82.86%
900 - CAPITAL OUTLAY	900,000.00	900,000.00	85,672.90	778,808.13	121,191.87	13.47%
Fund: 163 - Grant - GCRF-MDA FY22 Noma Drive Project Surplus (D	0.00	-207,090.42	111,507.92	-84,717.69	122,372.73	59.09%
Fund: 164 - Grant - GCRF MDA FY23 Commercial District						
250 - STATE REVENUE/GRANTS	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	100.00%
600 - PROFESSIONAL SERVICES	285,000.00	285,000.00	0.00	0.00	285,000.00	100.00%
680 - OTHER OUTSIDE SERVICES	0.00	0.00	3,700.00	5,500.00	-5,500.00	0.00%
900 - CAPITAL OUTLAY	2,115,000.00	2,115,000.00	0.00	0.00	2,115,000.00	100.00%
Fund: 164 - Grant - GCRF MDA FY23 Commercial District Surplus (D	-400,000.00	-400,000.00	-3,700.00	-5,500.00	394,500.00	98.63%
Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola						
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	41,115.00	-41,115.00	0.00%
Fund: 165 - Grant-GOMESA FY23-Kome/Fairway/Anahola Total:	0.00	0.00	0.00	41,115.00	-41,115.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period End

Item No.a. 4

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 190 - American Rescue & Recovery Act						
340 - MISCELLANEOUS	500.00	500.00	8,272.51	64,024.64	63,524.64	12,704.93%
600 - PROFESSIONAL SERVICES	80,000.00	253,850.00	0.00	71,772.50	182,077.50	71.73%
610 - GENERAL SERVICES	0.00	0.00	293.58	293.58	-293.58	0.00%
900 - CAPITAL OUTLAY	1,920,000.00	1,920,000.00	0.00	0.00	1,920,000.00	100.00%
Fund: 190 - American Rescue & Recovery Act Surplus (Deficit):	-1,999,500.00	-2,173,350.00	7,978.93	-8,041.44	2,165,308.56	99.63%
Fund: 191 - Hancock County Match Bank Stabilization						
270 - LOCAL GOVERNMENT REVENUE/GRANTS	1,928,000.00	1,928,000.00	0.00	0.00	-1,928,000.00	100.00%
600 - PROFESSIONAL SERVICES	0.00	0.00	0.00	40,600.00	-40,600.00	0.00%
900 - CAPITAL OUTLAY	1,800,000.00	1,800,000.00	0.00	0.00	1,800,000.00	100.00%
Fund: 191 - Hancock County Match Bank Stabilization Surplus (De	128,000.00	128,000.00	0.00	-40,600.00	-168,600.00	131.72%
Fund: 192 - ARPA Match - STATE OF MS						
250 - STATE REVENUE/GRANTS	1,978,561.96	1,978,561.96	0.00	0.00	-1,978,561.96	100.00%
600 - PROFESSIONAL SERVICES	80,000.00	253,850.00	0.00	71,015.00	182,835.00	72.02%
610 - GENERAL SERVICES	0.00	0.00	96.76	96.76	-96.76	0.00%
900 - CAPITAL OUTLAY	1,898,561.96	1,898,561.96	0.00	0.00	1,898,561.96	100.00%
Fund: 192 - ARPA Match - STATE OF MS Surplus (Deficit):	0.00	-173,850.00	-96.76	-71,111.76	102,738.24	59.10%
Fund: 302 - FY22 BOND ISSUE						
340 - MISCELLANEOUS	1,000.00	1,000.00	5,320.22	67,765.62	66,765.62	6,676.56%
600 - PROFESSIONAL SERVICES	0.00	0.00	4,850.00	107,435.00	-107,435.00	0.00%
900 - CAPITAL OUTLAY	0.00	0.00	0.00	2,947,612.89	-2,947,612.89	0.00%
Fund: 302 - FY22 BOND ISSUE Surplus (Deficit):	1,000.00	1,000.00	470.22	-2,987,282.27	-2,988,282.27	98,828.23%
Fund: 401 - SOLID WASTE FUND						
295 - SUBCATEGORY 295	688,068.00	688,068.00	93,101.67	518,141.87	-169,926.13	24.70%
340 - MISCELLANEOUS	3,500.00	3,500.00	1,158.10	7,439.17	3,939.17	112.55%
680 - OTHER OUTSIDE SERVICES	804,417.59	804,417.59	66,183.77	395,888.58	408,529.01	50.79%
Fund: 401 - SOLID WASTE FUND Surplus (Deficit):	-112,849.59	-112,849.59	28,076.00	129,692.46	242,542.05	214.93%
Report Surplus (Deficit):	-2,218,791.45	-3,768,538.88	243,263.19	-1,202,502.04	2,566,036.84	68.09%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	7,355.14	-257,299.81	-275,208.29	1,337,473.85	1,594,773.66
004 - CONTINGENCY FUND	0.00	0.00	17,910.23	63,955.94	63,955.94
104 - MS Infrastructure Moderniz:	1,278.00	1,278.00	953.92	191,233.87	189,955.87
113 - Grant - GRPC Multi Modal P:	-20,000.00	-20,000.00	0.00	0.00	20,000.00
115 - Grant- Tidelands FY20 Rotte	0.00	-8,715.76	-3,427.50	-15,571.75	-6,855.99
118 - Grant-GRPC/MDOT West Ali	0.00	0.00	0.00	0.00	0.00
149 - Grant-Tidelands FY24 Trail/	0.00	0.00	-1,302.50	-6,350.50	-6,350.50
156 - Grant- GCRF-MDA FY2020 C	0.00	-207,595.55	415,699.30	74,267.20	281,862.75
157 - Grant- GRPC - East Aloha Im	0.00	0.00	0.00	-15,750.00	-15,750.00
158 - Grant - Tidelands FY21-23 N	0.00	-18,125.67	-4,187.50	325,151.96	343,277.63
159 - Grant - GOMESA Marsh Eros	0.00	0.00	0.00	-8,167.50	-8,167.50
160 - Grant - DMR - Twin Lakes Pk	0.00	-5,250.00	0.00	0.00	5,250.00
161 - Grant - GCRF-MDA FY2021 C	0.00	-490,615.08	-43,800.78	5,322.34	495,937.42
162 - Grant-GOMESA FY22 -Coon	175,925.00	175,925.00	-7,610.00	-45,391.75	-221,316.75
163 - Grant - GCRF-MDA FY22 Nor	0.00	-207,090.42	111,507.92	-84,717.69	122,372.73
164 - Grant - GCRF MDA FY23 Con	-400,000.00	-400,000.00	-3,700.00	-5,500.00	394,500.00
165 - Grant-GOMESA FY23-Komej	0.00	0.00	0.00	-41,115.00	-41,115.00
190 - American Rescue & Recover	-1,999,500.00	-2,173,350.00	7,978.93	-8,041.44	2,165,308.56
191 - Hancock County Match Ban	128,000.00	128,000.00	0.00	-40,600.00	-168,600.00
192 - ARPA Match - STATE OF MS	0.00	-173,850.00	-96.76	-71,111.76	102,738.24
302 - FY22 BOND ISSUE	1,000.00	1,000.00	470.22	-2,987,282.27	-2,988,282.27
401 - SOLID WASTE FUND	-112,849.59	-112,849.59	28,076.00	129,692.46	242,542.05
Report Surplus (Deficit):	-2,218,791.45	-3,768,538.88	243,263.19	-1,202,502.04	2,566,036.84



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

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

June 11, 2024

TO: DIAMONDHEAD CITY MANAGER

Stats for the month of MAY 2024

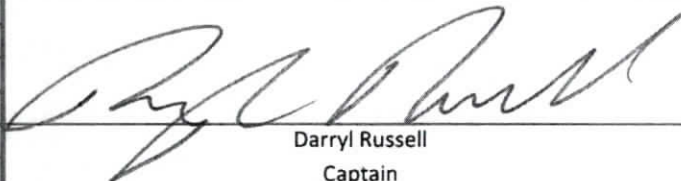
Total number of violations written: 34
Violation of City Animal Ordinance: 0
Leash Law Violations: 0
DUI Arrests: 1

Total fines and fees collected: \$7,886.70
State portion of the fees collected: \$2,889.12
Wireless Communication portion collected: \$157.48
Crime Stopper Fund: \$22.00
Remaining balance the City of Diamondhead receives: \$4,818.10

Total Inmates held and billed for jail housing: 11
(Housing cost rate of \$20 per day per inmate)
11 inmates @ a total of 46 days = \$920.00

Diamondhead Monthly Statistics

May-24

Animal Problem / Complaints	22	Civil Disputes / Escorts / Process	28
Drug Law Violation	0	Complaint / See An Officer	6
Fire Structure / Vehicle	2	Death	1
Fireworks	0	Disturbance	20
Funeral Escort	0	False Alarms- Residential/ Business/ 911	30
Littering/Dumping/Haz-Mat Spill	9	Follow ups/ citizen call requests	1344
Medical Emergency	10	Juvenile Problem	3
Missing/Runaway	1	Lost/Found Item	3
Parking Violation	3	Miscellaneous	12
Prostitution	0	TOTAL MISCELLANEOUS CALLS	1447
Public Drunk	0	Accident – Private Property	1
Shots Fired	0	Accident – Public Roadway	10
Suicide	0	Accident - Hit & Run	1
Suicide / Threat / Attempt	0	Accident - Fatality	0
Suspicious / Person / Vehicle	54	TOTAL ACCIDENTS/COLLISIONS	12
Welfare Concern	27	Assist Motorist	15
TOTAL PUBLIC HEALTH & SAFETY	128	Traffic Stop	188
Animal Bite	0	TOTAL TRAFFIC CALLS	203
Assault By Threat	0		
Assault	0	Total Calls for Service	1820
Child Abuse / Neglect	0	Traffic Citation (Adults)	22
Domestic Violence	1	Traffic Citation (Minors)	0
Harrassment	1	Warrant Arrests	4
Harassing Phone Call	4	Drunk Driver (DUI) Arrests	1
Robbery – Armed	0	Traffic Arrests	1
Sexual Abuse / Molestation	0	Domestic Assault Arrests	1
Stalking	2	Other Arrests	4
TOTAL CRIMES AGAINST PERSON	8	Total Arrests	11
Attempted Burglary	1		
Burglary – Residence	0	Significant Events	
Burglary – Vehicle	4	Auto Burglaries - All solved and belongings were returned	
Counterfeit Money	0		
Damage – Property	5		
Embezzlement	0		
Forgery / Bad Check/Fraud	4		
Malicious Mischief	0		
Recovered Stolen Property	0		
Recovered Stolen Vehicle	1		
Shoplifting	0		
Stolen Vehicle	1		
Theft (Grand)	1		
Theft (Petit)	5		
Trespassing	0		
Unauthorized Use / Vehicle	0		
TOTAL PROPERTY CRIME	22		
		Darryl Russell	
		Captain	

code violations	May-24 Total	Closed	Open
Unauthorized storage	51	42	9
care of premise issues	32	25	7
unauthorized structure	9	7	2
sign issues	39	37	2
21-19-11	1	0	1
solicitation	19	19	0
parking issues	21	21	0
other issues	10	7	3
Cumulative Totals	182	158	24

T A S K S T A T U S R E P O R T
 T O T A L S

Item No.b.

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

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

ORIGINATION: 0/00/0000 THRU 99/99/9
 DUE: 0/00/0000 THRU 99/99/9
 RESOLUTION: 5/01/2024 THRU 5/31/2

		-----PRIORITY-----									
		1	2	3	4	5	6	7	8	9	TOTAL
STATUS	ACTIVE										
	CLOSED	355									355
	VOIDED										
	SUSPENDED										
TOTALS		355									355

-----SEQUENCES-----		
TASK CODE		COUNT
DOCUMENT		5
INSPECTION		316
REINSPECTION		19
REVIEW		15
TOTAL INCIDENTS		355

*Inspections
 may-2024*

PROJECTS: THRU ZZZZZZZZZZ

PROJECT TYPE: All

CONTRACTORS: All

APPLIED DATES: 0/00/0000 THRU 99/99/9999

STATUS INCLUDED: All

CONTRACTOR CLASS: All

REPORT SEQUENCE:
- All Contra

Item No.b

se

EXPIRE DATES: 0/00/0000 THRU 99/99/

ISSUED DATES: 5/01/2024 THRU 5/31/

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	3	540.00
B02-ADD - RESIDENTIAL ADDITION	4	0.00
B04-ACC - RESIDENTIAL ACCESSORY	2	64.00
B05-REP - RESIDENTIAL REPAIR	19	0.00
B25-REP - COMMERCIAL REPAIR	1	0.00
ELEC-RES - RESIDENTIAL ELECTRICAL	9	0.00
FENCE-RES - RESIDENTIAL FENCE	9	85.00
FLAT-RES - RESIDENTIAL FLATWORK	4	0.00
GAS-RES - RESIDENTIAL GAS	2	0.00
MECH-RES - RESIDENTIAL MECHANICAL	2	0.00
POOL-RES - RESIDENTIAL POOL	1	0.00
PZ-01 - DEVELOPMENT	2	0.00
PZ-06 - VARIANCE	2	0.00
SIGN - SIGN	2	200.00
*** TOTALS ***	62	889.00

Projects - may - 2024

6/05/2024 9:28 AM

L I C E N S E M A S T E R R E P O R T

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE DATES:

5/01/20

PAGE:

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

EXPIRATION DATES:

0/00/00

Item No.b.

CLASSES: All

COMMENT:

STATUS: ACTIVE

PAY STATUS:

CITY LIMITS: INSIDE, OUTSIDE

REPORT CODE SUMMARY

CODE	DESCRIPTION	NUMBER	BALANCE
HANDY	HANDYMAN	1	0.00
TOTAL:		1	0.00

Privilege license
May - 2024



City of Diamondhead, MS

Docket of Claims Register -

Item No.c

APPKT02189 - Payroll Payables May 2024

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount	
DKT231823	American Fidelity							920.42	
	05/01/2024	INV0006159	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld		37.85		
		INV0006160	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld		34.89		
		INV0006161	American Fidelity Accident	650-140-113.04	American Fidelity Withheld		63.25		
		INV0006162	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld		44.85		
		INV0006163	American Fidelity Disability	650-140-113.04	American Fidelity Withheld		229.97		
		INV0006164	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld		18.55		
		INV0006165	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld		30.85		
	05/15/2024	INV0006186	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld		37.85		
		INV0006187	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld		34.89		
		INV0006188	American Fidelity Accident	650-140-113.04	American Fidelity Withheld		63.25		
		INV0006189	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld		44.85		
		INV0006190	American Fidelity Disability	650-140-113.04	American Fidelity Withheld		229.97		
		INV0006191	AmFid Cancer Post Tax	650-140-113.04	American Fidelity Withheld		18.55		
		INV0006192	AmFid Cancer Pre Tax	650-140-113.04	American Fidelity Withheld		30.85		
	DKT231824	Blue Cross Blue Shield of MS							10,923.91
		05/01/2024	INV0006177	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable		5,461.96	
		05/15/2024	INV0006204		650-140-112.00	BCBS Withheld/Payable		5,461.95	
DKT231825	Colonial Life							185.04	
	05/01/2024	INV0006166	EE PREMIUM	650-140-113.00	Colonial Withheld		19.88		
		INV0006167	Critical Illness	650-140-113.00	Colonial Withheld		3.81		
		INV0006168	EE Premium	650-140-113.00	Colonial Withheld		10.95		
		INV0006169	EE PREMIUM	650-140-113.00	Colonial Withheld		12.30		
		INV0006170		650-140-113.00	Colonial Withheld		12.80		
		INV0006171		650-140-113.00	Colonial Withheld		32.78		
	05/15/2024	INV0006193		650-140-113.00	Colonial Withheld		19.88		
		INV0006194	Critical Illness	650-140-113.00	Colonial Withheld		3.81		
		INV0006195	EE Premium	650-140-113.00	Colonial Withheld		10.95		
		INV0006196	EE PREMIUM	650-140-113.00	Colonial Withheld		12.30		
		INV0006197		650-140-113.00	Colonial Withheld		12.80		
		INV0006198		650-140-113.00	Colonial Withheld		32.78		

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
DKT231826	Guardian							1,086.94
	05/01/2024	INV0006173	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable		5.30	
		INV0006174	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		344.04	
		INV0006175	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		111.09	
		INV0006176	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		83.12	
	05/15/2024	INV0006200	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable		5.28	
		INV0006201	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		343.94	
		INV0006202	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable		111.09	
		INV0006203	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable		83.08	
	DKT231827	Internal Revenue Service						
05/01/2024		INV0006156	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable		413.30	
		INV0006157		650-140-122.01	Medicare Withheld/Payable		96.66	
		INV0006158		650-140-123.00	Federal Withholding Tax		29.58	
		INV0006181		650-140-122.00	Social Security Withheld/Payable		5,349.04	
		INV0006182		650-140-122.01	Medicare Withheld/Payable		1,250.94	
		INV0006183		650-140-123.00	Federal Withholding Tax		3,501.40	
05/15/2024		INV0006208		650-140-122.00	Social Security Withheld/Payable		5,534.26	
		INV0006209		650-140-122.01	Medicare Withheld/Payable		1,294.34	
		INV0006210		650-140-123.00	Federal Withholding Tax		3,695.91	
05/29/2024		INV0006214		650-140-122.00	Social Security Withheld/Payable		5,126.24	
		INV0006215		650-140-122.01	Medicare Withheld/Payable		1,198.86	
		INV0006216		650-140-123.00	Federal Withholding Tax		3,242.60	
DKT231828		Morgan White Group						
	05/01/2024	INV0006178	Morgan White	650-140-112.01	Morgan White Payable		690.06	
	05/15/2024	INV0006205		650-140-112.01	Morgan White Payable		690.00	
DKT231829	MS Department of Revenue Payroll							3,558.00
	05/01/2024	INV0006180	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax		1,163.00	
	05/15/2024	INV0006207		650-140-134.00	State Withholding Tax		1,301.00	
	05/29/2024	INV0006213		650-140-134.00	State Withholding Tax		1,094.00	
DKT231830	Systematized Benefits and Administrators Inc							12,917.40
	05/01/2024	INV0006172	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable		4,305.80	
	05/15/2024	INV0006199		650-140-110.00	Deferred Compensation Withheld/Payable		4,305.80	
	05/29/2024	INV0006212		650-140-110.00	Deferred Compensation Withheld/Payable		4,305.80	

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APPKT02189 - Payroll Pay Item No.c. 4

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line Amount	
DKT231831	Texas Life						143.53
	05/01/2024	INV0006179	Texas Life	650-140-113.05	Texas Life Withheld	71.77	
	05/15/2024	INV0006206		650-140-113.05	Texas Life Withheld	71.76	
Total Claims: 9						Total Payment Amount:	61,848.43

PR Net							
Wages	Payroll Pd	Seq No.	Docket #	Description	Paymt Date	Amount	Agenda
PYPKT01488	04/08-04/21	000199	PRCLAIM10199	Net Wages Payable	5/1/2024	30,045.48	6/18/2024
PYPKT01490	04/22-05/05	000200	PRCLAIM10200	Net Wages Payable	5/15/2024	31,092.25	6/18/2024
PYPKT01494	05/06-05/19	000201	PRCLAIM10201	Net Wages Payable	5/29/2024	29,161.47	6/18/2024
PYPKT1495	05/01-05/30	000202	PRCLAIM10202	Net Wages Payable	6/1/2024	3,048.79	6/18/2024