



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, April 06, 2021
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

- Invocation
- Pledge of Allegiance
- Roll Call
- Confirm or Adjust Agenda Order

Presentation Agenda.

- a. Hancock County Board of Supervisors Presentation: Kodie Koenenn & Scotty Adam - Vic Faye Road
- b. Gulf Coast Christian Women's Job Corps - Magdelene house: Diane Bennett

Council Comments.

- a. The next regular meeting of the City Council will be held on April 20, 2021 at 6 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.
- b. CASA Red Beans & Rice Cook-off will Saturday, May 8th on the City Hall Town Green.
- c. Aloha Diamondhead Saturday will be held April 17, 2021 from 3 - 7 p.m.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

- 1. Motion to approve the March 16, 2021 Regular Council Meeting Minutes.
- 2. Motion to approve the March 26, 2021 Special Called Meeting Minutes.

Ordinances:

Tabled Items:

- 3. **2021-092:** Motion to accept the recommendation of the City Manager to select Rostan Solutions for Disaster Recovery Consulting Services and to authorize the City Manager to execute service agreement for same.

Resolutions:

- 4. **2021-087:** Motion to adopt Resolution No. 2021-016 thereby finding the Diamondhead Medical Center Project shall constitute a qualified Tax Increment Financing Plan under the Act; declaring intent to issue tax increment financing revenue bonds or notes in an amount not to exceed

\$1,000,000 for term not to exceed 15 years for said project, setting a public hearing on the matter to be held May 4, 2021 at 6:00 p.m., directing the City Clerk to publish proper notice and for other related matters.

- 5.** **2021-101:** Motion to adopt Resolution 2021- 017 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 78 and 79, Glen Eagle Phase 1. The physical address is 757 Crooked Stick Drive; parcel numbers are 067P-0-35-038.000 and 067P-0-35-039.000. (Landmark Contractors, LLC)
- 6.** **2021-086:** Motion to adopt Resolution 2021-018 authorizing the preparation and submittal of Mississippi Tidelands Trust Fund Grant for FY21 in the amount of \$150,000 to support the Twin Lakes Fishing Pier and Boardwalk Project, authorize City Manager to execute and submit grant application and for other related purposes.

Consent Agenda:

- 7.** **2021-084:** Motion to authorize payment to Pickering Firm, Inc. for Professional Services from January 31, 2021 to February 27, 2021 in the amounts of \$701.25 and \$1575.00 for a total of \$2,276.25.
- 8.** **2021-083:** Motion to authorize payment of Machado Patano Invoice 12752 for \$1143 for professional services related to Memorial Diagnostic Clinic Plan Review and Invoice #12753 for \$7500 for professional services relating to City Hall Parking Lot for a total payment of \$8,643.
- 9.** **2021-085:** Motion to authorize the City Manager to enter into the agreement for the 2021 Cruisin' The Coast event and to approve payment of the event fee in the amount of \$4,000.
- 10.** **2021-088:** Motion to declare obsolete one (1) Dell Latitude Laptop (Asset #256) and to proceed with proper disposal.
- 11.** **2021-093:** Motion to pay Tetra Tech in the amount of \$36,563.38 for services from Jan. 23, 2021 through Feb. 19, 2021.
- 12.** **2021-094:** Motion for approval to advertise for bids for the Channel Stabilization at Diamondhead Drive at Alkii Way (NRCS Grant).
- 13.** **2021-095:** Motion to authorize the City and the Diamondhead Dog Park Steering Committee to host the 1st Annual Diamondhead Dog Park Day on Sunday, May 2, 2021 at Twin Lakes Pavilion from 1:00 - 4:00 p.m. and to accept sponsor donations and authorize expenses for same in an amount not to exceed \$800.00.
- 14.** **2021-096:** Motion for the City to accept the donation of the use of the Petsmart Come & Play Portable Community Park for Dogs & Pet Parents from the City of Slidell, Louisiana and to authorize the City Manager to expend funds to transport such to and from, and set up the Portable Park at the future Diamondhead Dog Park site.
- 15.** **2021-097:** Motion to accept donations in the total amount of \$1,695 from various donors to support construction of the dog park.
- 16.** **2021-099:** Motion to approve to create a Skate Park and Pump Track Steering Committee.
- 17.** **2021-102:** Motion to accept the report from SMPDD and Civil-Link, LLC for the Post Hurricane Zeta Road Assessment and to authorize the City Manager to notify FEMA that the City will not pursue a project worksheet for damage to roads.

- 18. 2021-103:** Motion to authorize the City Manager to work with federal delegates to seek future funding opportunities to support the Commercial District Transformation Project in the amount of \$1,000,000 and drainage improvements in the amount of \$5,500,000 with no obligation required by the city at this time.
- 19. 2021-104:** Motion to approve dog park sponsorship/fundraising program utilizing sponsor/donor recognition plaques throughout the proposed public facility.
- 20. 2021-105:** Motion to approve contract with Covington Civil & Environmental for the Commercial District Transformation Project.
- 21. 2021-106:** Motion to authorize co-sponsorship for Aloha Diamondhead Small Business Saturdays as defined in the FY22 Budget.
- 22. 2021-109:** Motion to approve the statement of the Mayor and Council regarding consolidated services to be distributed to residents.
- 23. 2020-110:** Motion to approve the award quotes for the purchase patrol packages parts and equipment for the three (3) Chevy Silverado Police Units.

Action Agenda.

- 24. 2021-098:** Motion to approve the re-subdivision of Diamondhead Phase 2, Unit 1 Block 6, Lots 39 and 40. The property owner is Jason Alberado. The property address is 1314 and 1316 Hanakealoha Place. The tax parcel numbers are 132R-0-10-125.000 and 132R-0-10-126.000.
- 25. 2021-107** Motion to ratify March 26, 2021 action taken whereby the Consolidated Financial Report formally titled the Financial Statement Forecast for the Year Ended September 30, 2022 was accepted.
- 26. 2021-108:** Motion to ratify March 26, 2021 Special Meeting action whereby Resolution 2021-012 was adopted thereby directing the Diamondhead Election Commissioners and City Clerk to place upon the June 8, 2021 General Election Ballot two (2) non-binding referenda regarding local matters to be considered by the electors of the City of Diamondhead to determine certain action, if any, regarding consolidating services Diamondhead Water & Sewer Department and Diamondhead Fire Department.

Routine Agenda.

Claims Payable

- 27.** Motion to approve the Docket of Claims (DKT158268-DKT158316) in the amount of \$325,008.32

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



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

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, March 16, 2021
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation - Councilmember Moran led prayer. Mayor Depreo asked everyone to put Ron Jones in their prayers for the recent loss of his wife and son.

Pledge of Allegiance

Roll Call

Present:

Ward 1 Councilmember Finley

Ward 2 Councilmember Moran

Ward 3 Councilmember Morgan

Ward 4 Councilmember Clark

At-Large Councilmember L'Ecuyer

Confirm or Adjust Agenda Order

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve the agenda with the following amendments:

Add Agenda Item 2021-081: Motion to incorporate into the Minutes correspondence dated March 15, 2021 to legislative delegates regarding treasury guidance for American Rescue Plan (H.R. 1319) funds.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next regular meeting of the City Council will be held April 6, 2021 at 6 p.m. in Council Chambers at City Hall located at 5000 Diamondhead Circle.
2. Frank Bordeaux - BXS Insurance provided overview of the City's insurance renewal proposal.

City Manager's Report.

1. Fire Fund Balance – When the city was formed, we collected .25 mills for fire dept. The city is not able to directly spend this money since we do not have a fire dept. The city has been holding these funds for many years. In talking with the County, the Diamondhead Fire District, and our auditor, we are asking for authorization to pay these funds to the county for the direct purpose of buying specific equipment for the Diamondhead Fire District. They have provided invoices for the equipment they are purchasing. We want to

send the check to the county to buy this equipment, and this will close the Fire Fund in the city. Our auditor (Ty Necaie) agrees with this process.

2. Unmarked police car – We need council approve to have an unmarked police vehicle. This is for AJ, the police captain's, new truck.
3. GRPC – I am asking for authorization to hire GRCP to write a new BUILD Grant application for the city. They wrote the original grant two years ago, and GRPC updated it to be submitted again last year. For 2021, we would like to update this grant application again to be able to submit it this summer. This grant is for our Commercial District Transformation Project.
4. Dog Park Donations – This is the list of donations that have been received by the City that are designated for the dog park. The committee is actively making efforts to identify grant opportunities and solicit donations to help pay for the construction of this park. The council needs to formally accept all donations to the City.
5. Hotel Study – I would like to hire CORE Hospitality to do a feasibility study for an upper midscale hotel in Diamondhead. This is specific to this type of hotel and is needed by developers who may consider Diamondhead. It can be used by any hotel developer and for any location in the commercial area of the city. This expense can be reimbursed to the city by a new TIF bond for this commercial district, which is being prepared. This study is different from the one we had USM do for us. It can be used for securing financing and investors. I received two proposals to do this study, and CORE had the best price. This is what the developer for Hampton Inn has requested of the City at this time. Again, it can be used for any upscale midscale hotel in any location and not just specific to this hotel and location.
6. Montjoy Creek – Jason is ready to submit the permit application to DMR for the Montjoy Creek Improvements project based on the layout previously approved by the council. We have completed the wetlands delineation of this area that assisted Jason in preparation of the permit. Permitting is our next step to move this project along.
7. Dog Park – We are asking for council approval of the design and location of the dog park. The city hired Orion Planning and Design to prepare the layout of the new dog park. The location is the parcel near Twin Lakes that the city purchased from Purcell. We will continue to seek grants and donations to assist with paying to build the park.
8. Memorial Hospital – I am asking for authorization to sign an agreement with Memorial Physicians Clinic to be a provider for occupational medical services for the city. This is used by human resources for new employee hires and workers compensation injuries. This includes drug testing and pre-employment screenings. We have the same agreement with Ochsner, but they are not as responsive in setting appointments. They are telling us it could be weeks before they can see one of our employees. Memorial has indicated they can be much more responsive.
9. Road Paving – This motion will rescind the action of the council on Feb 8th to accept the low bid from Land Shapers based on the recommendation from our engineering firm. This will require us to re-bid this paving project.
10. City Hall Parking Lot – Because this item was tabled at our last meeting, it automatically returns to the agenda. I am recommending that the council take no action on this item today and that it be placed back on the agenda when we have secured possible grant funding for ADA improvements.
11. March of the Mayors – Last Friday, our city crew delivered the cans of soup donated by our residents for the "March of the Mayors" food drive. An estimated 2,880 cans of soup and other items were donated for this cause. Our residents did amazing! Thank you to Rouses, the Club at Diamondhead, and Family Dollar for serving as collection locations.

Public Comments on Agenda Items – None.

Policy Agenda.

Minutes:

1. Motion to approve March 2, 2021 Regular Meeting Minutes.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to approve the minutes of the March 2, 2021 Regular meeting.

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

MOTION CARRIED UNANIMOUSLY

Tabled Matters:

2. **2021-052:** Motion to authorize advertisement for bids for City Hall Parking Lot Improvements.

Motion made by Ward 1 Finley, seconded Ward 3 Morgan; Ward 1 Finley withdrew motion, Ward 3 Morgan withdrew second.

NO ACTION TAKEN

Resolutions:

3. **2021-016:** Motion to adopt Resolution 2021-003 thereby authorizing the payment of current Fire Fund balance in the amount of \$23,062.48 to include any additional interest accruals to the Hancock County Board of Supervisors for the purchase of equipment for the Diamondhead Fire Department.

Motion made by Ward 4 Clark, seconded by At-Large L'Ecuyer to adopt Resolution 2021-003 thereby authorizing the payment of current Fire Fund balance in the amount of \$23,062.48 to include any additional interest accruals to the Hancock County Board of Supervisors for the purchase of equipment for the Diamondhead Fire Department.

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

MOTION CARRIED UNANIMOUSLY

4. **2021-071:** Motion to adopt Resolution 2021-013 thereby by reappointing William Hourin to serve as Planning & Zoning Commissioner for a term of 3 years effective immediately and expiring March 2024.

2021-071: Motion made by Ward 1 Finley, Seconded by Ward 3 Morgan to adopt Resolution 2021-013 thereby by reappointing William Hourin to serve as Planning & Zoning Commissioner for a term of 3 years effective immediately and expiring March 2024.

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

MOTION CARRIED UNANIMOUSLY

5. **2021-076:** Motion to adopt Resolution 2021-014 thereby abandoning the 5' utility/drainage easement between Lots 10 and 11 Diamondhead Phase 2, Unit 4A, Block 13 (parcel number is 067E-2-26-043.000) physical street address is 9524 Laa La Court. (Elliott Homes)

Motion made by Ward 3 Morgan, Seconded by At-Large L'Ecuyer to adopt Resolution 2021-014 thereby abandoning the 5' utility/drainage easement between Lots 10 and 11 Diamondhead Phase 2, Unit 4A, Block 13 (parcel number is 067E-2-26-043.000) physical street address is 9524 Laa La Court. (Elliott Homes).

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

MOTION CARRIED UNANIMOUSLY

- 6. **2021-077:** Motion to adopt Resolution 2021-015 thereby authorizing the use of an unmarked police vehicle Unit #340 and for other related purposes.

Motion made by Ward 4 Clark, seconded by At-Large L'Ecuyer to adopt Resolution 2021-015 thereby authorizing the use of an unmarked police vehicle Unit #340 and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by At-Large L'Ecuyer, seconded by Ward 4 Clark to approve all items (7-17) on the Consent Agenda.

- 7. **2021-067:** Motion to approve entering into agreement with GRPC to update the BUILD grant application for 2021 for the Commercial District Transformation Project in an amount not to exceed \$1,500.
- 8. **2021-069:** Motion to approve payment to Digital Engineering & Imaging for professional services included in Invoice #730-1000-89 in the amount of \$145.50 for plan review, Invoice #730-1000-90 in the amount of \$776 for GIS Maintenance and Invoice #730-1000-91 in the amount of \$707 for plan review for a total of \$1,628.50.
- 9. **2021-070:** Motion to accept donations received from various donors in support of the proposed Diamondhead Dog Park and to earmark such funds to be expensed for same.
- 10. **2021-072:** Motion to authorize payment of Holliday Invoice #23 for debris removal and disposal costs in the amount not to exceed \$32,964.56.
- 11. **2021-073:** Motion to approval final acceptance of East Aloha Widening Project (MDOT STP-004-00(028)LPA/10758) effective March 16, 2021 and authorize the City Manager to execute contractor's notice of same.
- 12. **2021-074:** Motion to authorize City Manager to enter agreement with Core Hospitality to conduct a feasibility study for a midscale hotel in Diamondhead for an amount not to exceed \$6,950.
- 13. **2020-075:** Motion to authorize the City Manager, in coordination with Jason Chiniche, to make permit application to the Department of Marine Resources for the Montjoy Creek Improvement Project.
- 14. **2021-078:** Motion to approve renewals for all lines of insurances coverages (property, automobile, general liability, EPL, etc.) for 2021.

Motion to approve renewals for all lines of insurances for 2021 coverages in the total amount of \$90,466. through BSXI Insurance as follows:

Property: Velocity \$14,984, Equipment Floater: Markel American Insurance \$14,666, Equipment Breakdown: Hartford Steam Boiler Insurance \$558, General Liability: Travelers \$9,045, Public

Officials Liability: Travelers \$9,245, Business Auto: Travelers Indemnity Co \$36,785, Cyber/Crime: Travelers Casualty & Surety Co \$5,183.

- 15. **2021-079:** Motion to approve the design and location of proposed dog park on the city-owned parcel at Twin Lakes.
- 16. **2021-080:** Motion to approve Memorial Hospital Gulfport - Memorial Physicians Clinic as providers for Occupational Medicine Services for the City.
- 17. **2021-081:** Motion to authorize city-sponsored events for the 2021 calendar year (FY21 and FY22) and to authorize expenses as determined within the respective budget.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 18. **2021-071:** Motion to rescind action taken on February 8, 2021 whereby the low apparent bid of Land Shaper, Inc. was accepted for the Roadway Improvements Project Phase 3 due to the contractor's failure to meet specifications, reject all bids received, and approve to re-advertise for the project.

Motion made by At-Large L'Ecuyer, seconded by Ward 3 Morgan to rescind action taken on February 8, 2021 whereby the low apparent bid of Land Shaper, Inc. was accepted for the Roadway Improvements Project Phase 3 due to the contractor's failure to meet specifications, reject all bids received, and approve to re-advertise for the project.

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

MOTION CARRIED UNANIMOUSLY

- 18. a. **2021-081:** Motion to incorporate into the Minutes correspondence dated March 15, 2021 to legislative delegates regarding treasury guidance for American Rescue Plan (H.R. 1319) funds.

Motion made by Ward 3 Morgan, seconded by Ward 2 Moran to incorporate into the Minutes correspondence dated March 15, 2021 to legislative delegates regarding treasury guidance for American Rescue Plan (H.R. 1319) funds..

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 19. Motion to approve the Docket of Claims (DKT158223-DKT158261) in the amount of \$255,310.47.

Motion made by At-Large L'Ecuyer, seconded by Ward 4 Clark to approve the Docket of Claims (DKT158223-DKT158261) in the amount of \$255,310.47.

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

MOTION CARRIED UNANIMOUSLY

20. Motion to approve Payroll Payables PRCLAIM077 in the amount of \$30,807.63, PRCLAIM078 in the amount of \$2,720.31, PRCLAIM079 in the amount of \$29,386.25 and APPKT01430 in the amount of \$46,555.92.

Motion made by Ward 1 Finley, seconded by Ward 2 Moran to approve Payroll Payables PRCLAIM077 in the amount of \$30,807.63, PRCLAIM078 in the amount of \$2,720.31, PRCLAIM079 in the amount of \$29,386.25 and APPKT01430 in the amount of \$46,555.92.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 4 Clark, Seconded by Ward 3 Morgan to accept all Department Reports presented at March 16, 2021 regular meeting.

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

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items. - None

Adjourn/Recess.

Motion made by Ward 4 Clark, seconded by Ward 3 Morgan to adjourn meeting at 6:28 p.m.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk



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

MINUTES
SPECIAL CALLED MEETING OF THE CITY COUNCIL
Friday, March 26, 2021
3:00 PM CST
Council Chambers, City Hall

Call to Order.

At 3:00 p.m. Mayor Depreo called the meeting to order.

Roll Call

Roll Call: Present

- Ward 1 Shane Finley
- Ward 2 Alan Moran
- Ward 3 Jamie Morgan
- Ward 4 Charles Clark
- Councilmember At-Large Lindsay L'Ecuyer
- Mayor Nancy Depreo

Confirm or Adjust Agenda Order

Motion made by Ward 1 Finley, seconded by Ward 2 Moran to Approve and Amend Agenda and Table Item 4. (2021-092) Motion to accept the recommendation of the City Manager to select Rostan Solutions for Disaster Recovery Consulting Services and to authorize City Manager to execute contract for same.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

Public Comments on Agenda Items.

John Kirschenbaum - Spoke in opposition to the consolidation of the water department under the City of Diamondhead.

*After Mr. Kirschenbaum spoke, At-Large L'Ecuyer made Motion, seconded by Mayor Depreo to Suspend 3-minute time limit on public comments.

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

MOTION CARRIED UNANIMOUSLY

David Boan - Spoke in opposition to the consolidation of the water department under the City of Diamondhead.

Bryon Griffith - Spoke in opposition to the consolidation of the water department under the City of Diamondhead.

Mike Munger - Spoke in opposition to the consolidation of the fire department under the City of Diamondhead.

Policy Agenda.

Resolutions:

1. **2021-089:** Motion to approve Resolution No. 2021-012 which directs and authorizes the City Clerk to include on the June 8, 2021 General Election Ballot two (2) separate non-binding referendums to be considered by the electors of the City of Diamondhead to determine certain action, if any, regarding consolidating services of the Diamondhead Water & Sewer Department and the Diamondhead Fire Department.

Motion made by Ward 1 Finley, seconded by Mayor Depreo to approve Resolution No. 2021-012 which directs and authorizes the City Clerk to include on the June 8, 2021 General Election Ballot two (2) separate non-binding referendums to be considered by the electors of the City of Diamondhead to determine certain action, if any, regarding consolidating services of the Diamondhead Water & Sewer Department and the Diamondhead Fire Department.

Councilmembers: At-Large L'Ecuyer, Ward 4 Clark, Ward 1 Finley, Ward 2 Moran, Ward 3 Morgan and Mayor Depreo made comments on the motion.

Voting Nay: Ward 1 Finley

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

MOTION CARRIED

Action Agenda.

2. **2021-090:** Motion for discussion and possible action regarding the Diamondhead Water & Sewer District bonds.

Ward 2 Moran made motion for discussion and possible action regarding the Diamondhead Water & Sewer District bonds.

MOTION DIED FOR LACK OF SECOND

3. **2021-091:** Motion to accept the Consolidated Financial Report executed by Ty Necaize of Necaize & Company.

Motion made by At-Large L'Ecuyer, seconded by Ward 3 Morgan to accept the Consolidated Financial Report executed by Ty Necaize of Necaize & Company.

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

MOTION CARRIED UNANIMOUSLY

Adjourn/Recess.

Motion made by Ward 3 Morgan, seconded by Ward 4 Clark to adjourn Special Called Meeting of the City Council at 3:43 p.m.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

ATTACHMENTS/FORMS

2021-RFP001
REQUEST FOR PROPOSALS DISASTER
RECOVERY CONSULTING SERVICES
2021-RFP001

COVER PAGE

SUBMIT ONE ELECTRONIC VERSION VIA www.diamondheadbids.com or EMAIL or Plan House:

CITY OF DIAMONDHEAD
Attn: Jeannie Klein, City Clerk
jklein@diamondhead.ms.gov

COMPANYNAME: Rostan Solutions, LLC

DATE: 2/4/2021



ROSTAN SOLUTIONS, LLC
 8282 Goodwood Boulevard
 Baton Rouge, LA 70806
 T: 225.202.3637 | F: 813.333.7330
www.rostan.com

February 4, 2021

City of Diamondhead
 Department of Finance
 Attn: Jeannie Klein, City Clerk
 5000 Diamondhead Circle
 Diamondhead, Mississippi 39525

Re: RFP No. 2021-RFP001 — Disaster Recovery Consulting Services

Dear Ms. Klein and Selection Committee Members,

Rostan Solutions, LLC (Rostan) is pleased to submit to you for consideration our response to *RFP No. 2021-RFP001 — Disaster Recovery Consulting Services*, published by the City of Diamondhead (City).

Rostan is a Baton Rouge-based FEMA consulting firm that specializes in disaster recovery and program management services. We understand the countless moving parts of a recovery effort that an organization bears, however, we take pride in helping our clients navigate the complex challenges of Federal Grant Programs to emerge with greater resilience, strengthened infrastructure, and broader economic stability. We focus on representing local governments and providing direction to our clients in the midst of a disaster and we take pride in helping our clients navigate the complex challenges of recovery to emerge with greater resilience, strengthened infrastructure, and broader economic stability. The Rostan Team will work closely with the City, serving as your STATE and FEDERAL Representative, but most importantly, our experts will be armed with the programmatic knowledge in how to apply the Stafford Act, 2 CFR and the FEMA Public Assistance Policy and Procedure Guide correctly to the City damages.

We understand the City is seeking ‘cradle to grave’ disaster recovery consulting services for FEMA and other federally funded programs during the term of this contract. This being recognized, and in an effort to showcase our true understanding of the City’s current and future needs, Rostan is bringing forth a team of professionals that is intimately familiar with federal programs, policy and regulations. Our Team will **DELIVER** results and provide immediate **DIRECTION** for the City of Diamondhead throughout the entire scope of the contract.

PHILOSOPHY

Our philosophy for providing successful disaster recovery programs is simple.

- Provide credentialed personnel that stay with our clients through closeout;
- Leverage our close relationships with MEMA and FEMA to yield and expedite results;
- Lead and provide sound direction to navigate our clients’ recovery efforts;
- Deliver maximized funding results that align with the long-term vision of our clients.

DELIVERING RESULTS

What we address in the proposal is critical to the City of Diamondhead—speed, solid process delivery, and a well-organized, efficient management team. Beyond the specific requirements, and as displayed throughout our submission, the Rostan Team offers:

- **Extensive FEMA Public Assistance (PA) and Local Government Experience**— We are recovery leaders with decades of PA expertise and eligibility experience with infrastructure projects at both the subgrantee and grantee levels, including specialized in-house knowledge and capabilities for local government. The Rostan Team comprises of all FULL-TIME staff dedicated to the project. We are ready to mobilize as needed to provide quality consulting services upon notice to proceed.
- **Professional Collaboration with All Stakeholders**— By working collaboratively with MEMA and FEMA, our objective is to avoid delays, maximize eligible funding, and avoid appeals. Our staff has years of prior experience working directly with the Mississippi Emergency Management Agency (MEMA) and helped guide MEMA to a policy correction regarding the CARES Act Cost Eligibility for Public Health and Safety. This key experience will prove invaluable to the City for future projects.

By selecting our team, Rostan will ensure the City maximizes grant funding opportunities while achieving compliance with complex regulations. We are proud to submit this response and are looking forward to working with City and State leadership to successfully bring Diamondhead to the forefront of funding opportunities that are available.

I am the duly authorized agent of Rostan and if you should have any questions, please contact me via cell at 225-202-3637, by email at kjones@rostan.com, or by fax at 813-333-7330.

Very truly yours,



Kyle Jones
Vice President
Rostan Solutions, LLC

3. QUALIFICATIONS AND EXPERIENCE

EXECUTIVE SUMMARY

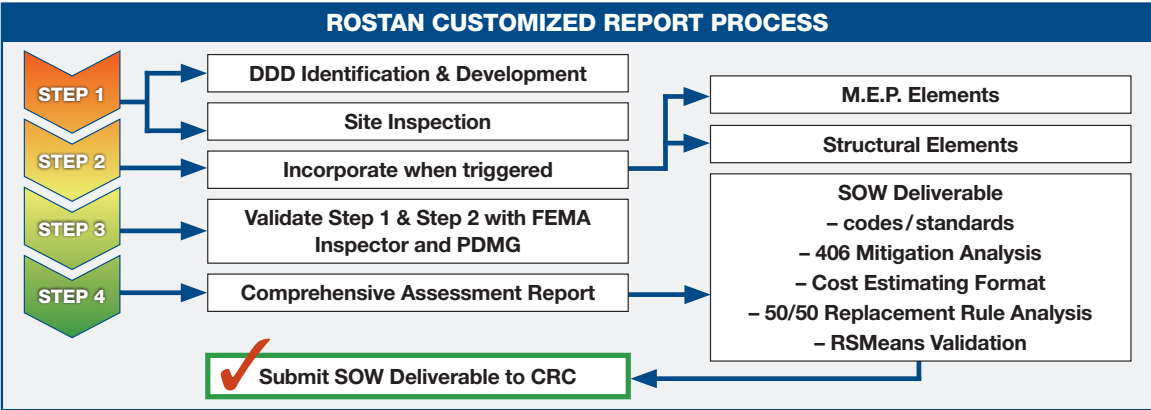
An effective and timely recovery requires leadership, direction and the ability to interface with state and federal agencies. A successful recovery program will ensure a timely return to full functionality with a more resilient city, and our Team, presented herein, possess the capabilities and local experience to manage stakeholders and outcomes to maximize results. Our Team is not just a traditional consulting and engineering team. Whether we are helping communities recover from natural disasters, safeguarding and maintaining critical power infrastructure, or providing traditional engineering services, we go to work each day knowing that we are making a positive impact on the world. These are huge responsibilities, and we take pride in providing a successful path forward. Thinking differently and challenging the norm is what we do. Every day we plan for the unexpected, develop critical insights, and deliver new, creative, and adaptive solutions. No matter the situation, our Team is your partner and advocate. We serve as the critical interface between MEMA and FEMA and allow the City to focus on its primary mission.

Rostan has held leadership roles for multiple local governments for federal funded programs for Hurricanes Katrina, Rita, Gustav, Ike, Sandy, and more recently with Hurricane Laura and Delta. For each engagement, we use a proven project delivery and control system that is customized and scaled to our client’s needs and capacity. Our approach includes the following fundamental goals:

- 1 Identifying and reducing program risks
- 2 Monitoring contractual and programmatic compliance
- 3 Overcoming recovery obstacles by streamlining program processes
- 4 Optimizing staffing and program resources
- 5 Developing and recommending innovative solutions to solve complex problems
- 6 Proactively detecting potential issues in advance of funding or disbursements

ROSTAN EXPERTISE

The lifeblood of any disaster recovery program endeavor lies in sufficient and expedited funding/cash flow. In order to ensure sufficient funding, our team leans on MEMA and FEMA to fast track project worksheets through the new FEMA Delivery Model Process so that projects can be developed at a quicker pace, which in turn leads to a faster obligation process once the projects are setup. Our team’s Damage Assessment Reporting Process is customized specifically to the the new FEMA Delivery Model, which is illustrated in the graphic below:



In a federally declared disaster FEMA’s Public Assistance and Hazard Mitigation programs are the primary funding mechanisms employed to fund restoration of public facilities and infrastructure. Our team is familiar with management of FEMA Public Assistance and Hazard Mitigation projects, including the Alternative Procedures Pilot Program implemented through the Hurricane Sandy Recovery Improvement Act. This makes our Team the best choice for ensuring that all opportunities for federal assistance are sought and every eligible dollar is reimbursed. We are highly skilled in all major disaster recovery programs and insurance claims management. In addition, we are familiar with the State of Mississippi funding mechanisms and administrative mechanisms designed to serve public entities in the disaster recovery process.

The comprehensive team has developed a proven method for accounting for, and correlating costs, to federal grants for a swift and audit resilient reimbursement. This approach defines a program management strategy with standard operating procedures, communication protocols and oversight, such that our clients meet any of the programmatic demands of FEMA and other funding sources. We are very familiar with negative financial and program audit findings that can plague FEMA programs. Our approach begins with the end in mind and will anticipate those issues before they can threaten funding, helping ensure a successful recovery program.

COMMITMENT TO THE CITY

As the City of Diamondhead recovery partner, our Team will maximize the amount of eligible grant funding, streamline the overall grant recovery process, and reduce or eliminate the disaster-related burdens placed on city resources. To do this, we have identified a team of professionals and dedicated personnel that will work to perform the following tasks:

- CAPTURE OF DISASTER-RELATED DAMAGES**
Our Team has worked on dozens of federally declared disasters— from performing site inspections to managing the entire recovery operation. We will staff this engagement with the resources needed to properly support the ongoing efforts of the City. Our staff of FEMA subject matter experts, engineers, architects, insurance specialists, and policy advisors will work with Diamondhead, MEMA, and FEMA to accomplish this.
- RETENTION OF FUNDING**
Our Team will provide the support needed to ensure that the City avoids deobligation of all the funding it is entitled to under the provisions and statutes set forth in law. Our team is staffed with construction managers, engineers, policy experts, and legal advisors who will work together to ensure that all activities performed on behalf of Diamondhead are in accordance with applicable laws, codes, and regulations.
- INNOVATIVE STRATEGIES**
Our team is especially adept at identifying innovative opportunities to fund the integration of sustainability and resiliency strategies into recovery projects. We will leverage every dollar of funding in support of the overall recovery and resiliency efforts.
- MANAGE INSURANCE ADJUSTMENT SUPPORT**
Our team knows the importance of insurance, especially with required programs such as the National Flood Insurance Program (NFIP). Our team is very familiar with training recipients to understand and comply with FEMA’s “obtain and maintain” requirements, and the implications and complications caused by duplication of benefits. This knowledge and our understanding will provide a foundation to assist with managing their insurance proceeds and avoiding duplication of benefits. We will work directly with the MEMA Technical Team to ensure insurance proceeds are applied correctly and that federal funding is maximized.

LEVERAGE OUR RELATIONSHIPS

Our unique experiences and longstanding relationships with MEMA, FEMA Region VI, and other federal, state, and local counterparts will enable us to resolve problems, expedite funding and ensure that Diamondhead’s funding is being utilized in the most effective and efficient manner.

ROSTAN TEAM PROFILE

ROSTAN SOLUTIONS, LLC



Rostan Solutions, LLC (Rostan) is a consulting firm that specializes in emergency preparedness, response, and recovery services and is a nationally recognized disaster recovery company with a thorough knowledge of both State and Federal regulations pertaining to disaster recovery management, Federal Emergency Management Agency (FEMA) Public Assistance, Federal Highway Administration (FHWA) recovery funding, and mitigation funding programs. Rostan also has proven success in managing recovery programs and meeting complex documentation and records requirements on behalf of local governments for FEMA reimbursement for all relevant public assistance categories for more than a decade. Rostan’s key disaster management personnel harness more than 150 years of combined experience with disaster recovery programs resulting from natural and man-made disasters.

Rostan has extensive experience with short-term and long-term recovery and mitigation projects. Our team members have worked closely with numerous municipalities, and higher education facilities with an instrumental vision for successful obligation of FEMA and HUD funding, while representing the clients’ interests in meetings with the State and FEMA, leading to millions in awarded projects. Our Team provides a cradle to grave approach to ensure that every eligible cost is captured and reimbursed by the federal programs. We have developed systematic processes for implementing program support for Federally funded programs. Rostan includes experts in long-term recovery and mitigation planning, infrastructure, federal assistance programs, environmental and historic preservation, and hazard analysis, in addition to unique and cutting-edge technical resources. Our team encompasses expertise and direct experience with clients and can help navigate the complexities of the grant processes.

FULL LEGAL NAME:
Rostan Solutions, LLC POC: Kyle Jones, Vice President Telephone: 225-202-3637 Fax: 813-333-7330 Email: kjones@rostan.com
CORPORATE STRUCTURE:
Limited Liability Company
YEARS IN BUSINESS:
Established in 2006
NUMBER OF EMPLOYEES:
35
OFFICE HEADQUARTERS:
8282 Goodwood Boulevard, Suite W6 Baton Rouge, LA 70806

KEYS OF SUCCESS:
1. A specialized disaster recovery consulting firm with former GOHSEP personnel that harnesses well over 150 years of collective team experience directly with FEMA and CDBG-DR federal funding programs.
2. Louisiana-based recovery team with FEMA technical eligibility and policy experts.
3. Rostan has tenured experience with the FEMA Public Assistance Program that enables our firm to lead the recovery effort on behalf of communities and help our clients navigate the complexities of the FEMA Public Assistance program.

LITIGATION

Rostan does not have any litigation history within the past five (5) years arising out of our performance as it relates to the scope of services being offered

SUBCONTRACTORS

Rostan does not intend to use any subcontractors for this project.

ROSTAN PROJECTS


WILKINSON COUNTY, MS | PUBLIC ASSISTANCE RECOVERY PROJECT MANAGEMENT SERVICES | 2019–PRESENT

Rostan is currently assisting Wilkinson County to provide grants management and technical assistance in the development of a comprehensive recovery strategy in the aftermath of DR 4358 and COVID. Our team is helping the County conduct emergency damage assessments for all city infrastructure and also helping with Expedited Funding from FEMA and MEMA. Our team serves as their representative in all correspondence with MEMA and FEMA.

MS Secretary of State Business ID: 1245642

F0200
Fee: \$ 250

2020363785
Business ID: 1245642
 Filed: 11/17/2020 04:12 PM
 Michael Watson
 Secretary of State



Application to Register Foreign Limited Liability Company

Business Information
Business Type: Limited Liability Company
Business Name: Rostan Solutions, LLC
Business Email: dstankunas@rostan.com
State of Incorporation: FL
Date Organized: 11/01/2014

Full or Partial management of the LLC is vested in a manager or managers.

NAICS Code/Nature of Business
 541620 - Environmental Consulting Services

Principal Office Address: 3433 Lithia Pinecrest Rd, Ste 287
 Valrico, FL 33596

Registered Agent
Name: CORPORATION SERVICE COMPANY
Address: 7716 Old Canton Rd, Suite C
 Madison, MS 39110

Signature
 The undersigned certifies that:
 1) he/she has notified the above-named registered agent of this appointment;
 2) he/she has provided the agent an address for the company, and;
 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **11/17/2020**.

Name: Darius Stankunas
Manager

Address: 3433 Lithia Pinecrest Rd, Ste 287
 Valrico, FL 33596

P.O. BOX 136
 JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4358	\$20M (Projected)	Public Assistance	2019–Present

Client Contact: Nakia Anderson, Chancery Clerk, 601-430-1913, chanceryclerk@wilkinson.co.ms.gov, P.O. Box 516, 525 Main Street, Woodville, MS 39669,

WEST FELICIANA PARISH, LA | PUBLIC ASSISTANCE RECOVERY AND MITIGATION PROJECT MANAGEMENT SERVICES | 2018–PRESENT

Rostan serves as the Project / Client Manager for program management services to West Feliciana Parish for all parish mitigation and public assistance recovery projects. Responsible for coordinating the project activities and serving as liaison among the client and subcontracting companies involved in primary basic engineering tasks including the hydraulic and hydrologic study. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Louisiana for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-1603 HMGP	\$4M	Streambank Stabilization	2015–Present
DR-4277 Public Assistance	\$5M	Bridge Replacements	2016–Present
DR-4277 HMGP	\$2M	Drainage and Lift Station Projects	2016–Present

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4462 Public Assistance	\$20M	Debris, Road Repairs Force Account Labor	2019–Present
DR-4484 COVID	TBD	Cat B Costs	2020–Present
DR-4559 Public Assistance	TBD	Force Account, Repairs, Debris	2020–Present

Client Contact: Kenny Havard, Parish President, 225-784-3647, khavard@wfparish.org, 5934 Commerce Street, St. Francisville, LA 70775

CONCORDIA PARISH, LA | FEMA PUBLIC ASSISTANCE AND HAZARD MITIGATION GRANT PROGRAM | MULTIPLE DECLARED DISASTERS | 2019–PRESENT

Rostan is the Program Manager for all of Concordia Parish Police Jury’s (CPPJ) FEMA-related grant projects, as well as advising the Parish on its Louisiana Watershed funding opportunities. Rostan helped CPPJ overcome an initial denial by FEMA for roads impacted by the 2019 Mississippi River flooding events. We have also helped expedite the Parish’s HMGP project funded through DR-1603. Rostan has recently helped the Parish maximize its LA CARES allocation.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR-4462 Public Assistance	\$3M	Asphalt/Gravel Roads; Force Account Labor	2019–Present
DR-1603 HMGP	\$7.1M	Brushy Bayou Flood Control Project	2019–Present
LA CARES	\$2M	COVID-19 Emergency Measures	2020–Present

Client Contact: Sandi Burley, Secretary/Treasurer, Concordia Parish Police Jury, 318-336-7151, sburley@conppj.org, 4001 Carter Street, Room 1, Vidalia, LA 71373

REFERENCES

Rostan has extensive experience providing disaster recovery consulting services to local governments. We believe in remaining involved with our clients until the recovery process is complete. We have many long-term client relationships, and we are humbled by and proud of our references. Provided below are references for relevant projects.

WILKINSON COUNTY, MS 2019–PRESENT	
	Nakia Anderson, Chancery Clerk P.O. Box 516, 525 Main Street, Woodville, MS 39669 Tel: 601-430-1913 Email: chanceryclerk@wilkinson.co.ms.gov
WEST FELICIANA PARISH, LOUISIANA 2018–PRESENT	
	Kenny Havard, Parish President 5934 Commerce Street, St. Francisville, LA 70775 Tel: 225-784-3647 Email: khavard@wfparish.org
CONCORDIA PARISH, LOUISIANA 2019–PRESENT	
	Sandi Burley, Secretary/Treasurer Concordia Parish Police Jury 4001 Carter Street, Room 1, Vidalia, LA 71373s Tel: 318-336-7151 Email: sburley@conppj.org

KEY PERSONNEL

Rostan has assembled a project team consisting of highly competent professional staff with a proven track record in developing innovative solutions to complex disaster recovery challenges. Our experience is that the key to an expeditious recovery includes careful planning combined with consistent implementation of the schedule and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices and our understanding of current regulations.

Our team has been organized to best meet the needs of the City, so that we can quickly, efficiently, and cost effectively execute the projects tasks that the City requires. Rostan is organized to perform as one unified team to create a seamless and transparent approach to projects. We believe that maintaining close communications with the City, contractors, and FEMA representatives provides for efficient recovery management.

KYLE JONES, CEM: VICE PRESIDENT | PROGRAM MANAGER

Mr. Jones began his career in emergency management in 2003 working for the Louisiana Office of Emergency Preparedness (now GOHSEP). His experience on the state, local and private sectors is fundamental in his ability to navigate federal programs for his clients and to enable success. He is regarded as a subject matter expert in the FEMA Public Assistance Programs through the International Association of Emergency Managers (IAEM) and has built a credentialed reputation amongst local government applicants for providing direction managing resources effectively. He also specializes in development of PW’s, the FEMA appeal process, Code of Federal Regulation (CFR) analysis, and identification of Federal funding sources for clients. Mr. Jones serves as the Vice President of Rostan and has been on staff since 2018.

RHONDA “MISSY” ROBERTS: GRANTS MANAGEMENT LEAD

Ms. Roberts’ 12 years of experience encompasses disaster recovery, response as well as policy and problem resolution. She is a highly effective Public Assistance Consultant with extensive knowledge of laws, rules, regulations, 44CFR, 2CFR, Stafford Act and Public Assistance Policy and Program Guide. Ms. Roberts served as an advisor to sub-grantee and grantee staff and provided advice and assistance regarding the application processes, as well as agency policies and procedures. In addition, she provided guidance and acted as a liaison to resolve complex grant issues for applicants including Tangipahoa Parish, East Jefferson Levee District and the Town of Grand Isle in the State of Louisiana across several FEMA disaster declarations. Her most recent experience demonstrates expertise in project management and implementation of recovery for large-scale disasters. She has been on staff with Rostan since 2019.

CLIFF THOMPSON: TECHNICAL LEAD

Mr. Thompson has more than 30 years of experience in the construction industry. During his tenure, he gained extensive managerial experience in the residential, commercial, and industrial construction industries and has experience in managing projects of up to a 300-manpower load and can coordinate well with other contractors. Mr. Thompson has more than 14 years training and experience with FEMA Public Assistance and Individual Assistance, Technical Assistance Contract Community Development, Block Grant-Disaster Recovery, and programs conducting site assessments and developing detailed estimates based on the findings in the field. Mr. Thompson has been on staff with Rostan since 2019.

In order to comply with page count requirements, abbreviated resumes for key individuals anticipated to serve the City have been included. Full resumes are available upon request.

KYLE A. JONES, CEM



VICE PRESIDENT | PROGRAM MANAGER

EDUCATION

BA, Business Administration,
Louisiana State University, 2007

YEARS OF EXPERIENCE

18

PROFESSIONAL REGISTRATIONS

Certified Emergency Manager
(CEM)

QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen’s Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management and federal programs. Mr. Jones is regarded as a subject matter expert in the FEMA Hazard Mitigation Assistance and Public Assistance Programs and specializes in maximizing funding sources for clients and applying the federal regulations and/or policies correctly to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and mitigation project types for reconstruction, floodproofing, and retrofitting impacted or vulnerable facilities. Mr. Jones also has extensive programmatic knowledge of the 404 and 406 mitigation programs and has nearly two decades of hands-on experience in managing HMGP/HMA and Public Assistance Programs, major federal disaster declarations, and incorporating National Incident Management System components on behalf of clients.

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS | VICE PRESIDENT | 2018 – PRESENT

ARCADIS NORTH AMERICA | DIRECTOR, DISASTER PROGRAMS | 2014–2018

EAST BATON ROUGE PARISH | DEPUTY DIRECTOR | BATON ROUGE, LA | 2007–2014

STATE OF LOUISIANA OFFICE OF EMERGENCY PREPAREDNESS—MILITARY DEPARTMENT | OPERATIONS SUPPORT & MANAGEMENT | 2003–2007

PROJECT AND PROGRAMS EXPERIENCE

PUBLIC ASSISTANCE PROGRAM MANAGEMENT | LOCAL GOVERNMENTS, SCHOOLS, STATE AGENCY, PRIVATE-NON-PROFITS (PNP), HOUSES OF WORSHIP (HOW), AND HOUSING AUTHORITIES | 2014–2020

Serves as the Program Management Lead and Subject Matter Expert for Public Assistance Programs on behalf of clients that are impacted by a disaster. Responsible for managing projects and representing client interests from the initial scoping meeting through closeout and subsequent appeals across numerous sectors of Applicants.

HAZARD MITIGATION ASSISTANCE (HMA) PROJECT MANAGEMENT | 2014–2020

Project Manager for various hazard mitigation projects in Louisiana at Louisiana State Penitentiary, West Feliciana, St. James and Iberville Parish.

RHONDA M. ROBERTS



GRANTS MANAGEMENT LEAD

EDUCATION

Attended the University of Mississippi

YEARS OF EXPERIENCE

13

CERTIFICATIONS

- IS100 Introduction to Incident Command systems
- IS120.a Introduction to Exercises
- IS 139-Exercise Design
- IS-200 ICS for Single Resources
- IS208.a State Disaster Management
- IS230.b-Fundamentals of Emergency Management
- IS235.b-Emergency Planning
- IS240.b-Leadership and Influence
- IS241.b-Decision Making and Problem Solving
- IS242.b-Effective Communication
- IS244.b-Developing and Managing Volunteers
- IS253-Coordinating Environmental & Historical Preservation Compliance
- IS300-Intermediate ICS for Expanding Incidents
- IS393.a-Introduction to the Public Assistance Process
- IS324-Community Hurricane Preparedness
- IS400-Advanced ICS for Command and General Staff
- IS454-Fundamentals of Risk Management
- IS 559-Local Damage Assessments
- IS631-Public Assistance Operation I
- IS632-Introduction to Debris Operations in Public Assistance
- IS660-Introduction to Public-Private Partnerships
- IS700.a/800.b-NIMS, National Response Framework
- IS910-Emergency Management Preparedness Fundamentals
- AWR319-Leveraging Tools for Conducting Damage Assessments

Ms. Roberts’ 13 years of experience encompasses disaster recovery, response as well as policy and problem resolution. She is a highly effective Public Assistance Consultant with extensive knowledge of laws, rules, regulations, 44CFR, 2CFR, Stafford Act and Public Assistance Policy and Program Guide. Ms. Roberts served as an advisor to sub-grantee and grantee staff and provided advice and assistance regarding the application processes, as well as agency policies and procedures. In addition, she provided guidance and acted as a liaison to resolve complex grant issues for applicants including Tangipahoa Parish, East Jefferson Levee District and the Town of Grand Isle. Her most recent experience demonstrates expertise in project management and implementation of recovery for large-scale disasters

PROFESSIONAL EXPERIENCE

**ROSTAN SOLUTIONS, LLC | SENIOR PROJECT MANAGER
– DISASTER RECOVERY PUBLIC ASSISTANCE |
2019–PRESENT**

Program Manager for clients participating in FEMA’s Public Assistance Program. Ms. Roberts provides guidance, assistance and problem resolution to all staff supporting Rostan’s clients in recovery from Hurricanes Harvey, Michael, Barry, Mississippi River Flooding, Hurricane Laura and Hurricane Delta in the States of Texas, Florida, Mississippi and Louisiana. Ensures all Public Assistance projects adhere to rigorous programmatic regulations and compliance for large clients with complex projects such as City of Sulphur, Texas City Independent School District, Little Cypress Independent School District, United Christian Academy, Early Education and Care, Inc., Florida State Hospital, West Feliciana Parish and Plaquemines Parish. Ms. Roberts provides problem resolution and programmatic support to Rostan Staff to overcome any issues and pitfalls faced by our clients

CLIFF THOMPSON



TECHNICAL LEAD

EDUCATION

- 2 years Louisiana State University
- 2 years Associated Builders & Contractors

YEARS OF EXPERIENCE

39

REGISTRATIONS & CERTIFICATIONS

- Construction Coordinator, Louisiana
- RS Means Costworks and RS Means Online

TRAINING

- EMA IS-00100 Introduction to the Incident Command System
- FEMA IS-00200 ICS for Single Resources and Initial Action Incidents
- FEMA CEF Training
- OSHA 10, 30 & 40
- 8 Hr. HAZWOPER
- HAZCOM
- Confined Space & Trench Certification
- Emergency Response

HIGHLIGHTS

- More than 30 years of construction experience
- 14 Years of experience in Emergency Response and Recovery for Katrina, Rita, Gustav, Ike, Isaac, Sandy, Louisiana Great Floods 2016, Irma, Maria, Harvey, Michael and Barry, 2019 Floods, Laura, and Delta.

Mr. Thompson has 39 years of experience in the construction industry. During his tenure, he gained extensive managerial experience in the residential, commercial, and industrial construction industries. His working knowledge of isometric, orthographic, architectural, topographic and construction drawings make him suitable for multi-craft projects, as well as subcontract coordination. Mr. Thompson has experience in managing projects of up to a 300-manpower load and can coordinate well with other contractors. Mr. Thompson also has experience in municipal projects. He has done work with the U.S. Army Corps of Engineers, including working as the Field Project Manager during the unwatering of New Orleans following Hurricane Katrina. In addition, Mr. Thompson has more than 14 years training and experience with FEMA Public Assistance (PA) and Individual Assistance (IA) Technical Assistance Contract (TAC) Community Development Block Grant-Disaster Recovery (CDBG-DR) programs conducting site assessments and developing detailed estimates based on the findings in the field.

PROJECT AND PROGRAMS EXPERIENCE

SENIOR TECHNICAL SPECIALIST • SUBJECT MATTER EXPERT | ROSTAN SOLUTIONS | 2019–PRESENT

Conduct disaster Recovery Management for Texas, Louisiana, Florida, USVI and Wisconsin. Provide Technical Support over several Independent School Districts, Municipalities and Critical/ Non-Critical PNPs.

- Disaster Recovery Specialist | Governor’s Office of Homeland Security And Emergency Preparedness (GOHSEP) | 2017–2019
- FEMA Project Specialist and Estimator | City Of Wharton, TX | 2016–2017
- Construction Manager | Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Project | Department of Community Affairs for the State of New Jersey | 2015–2017
- Construction Manager | City of New York | Build It Back | 2015
- Technical Support | FEMA Support | New York City Housing Authority (NYCHA) | 2014–2015
- Disaster Recovery Specialist | GOHSEP | LA | 2012 – 2014
- Field Construction Coordinator | Small Rental Property Program, | Louisiana Office Of Community Development, Disaster Recovery Unit (OCD-DRU) | New Orleans, LA | 2009–2012
- Field Project Manager | Unwatering of Terrebonne Parish | 2008

4. PROPOSED STRATEGY AND TECHNICAL APPROACH

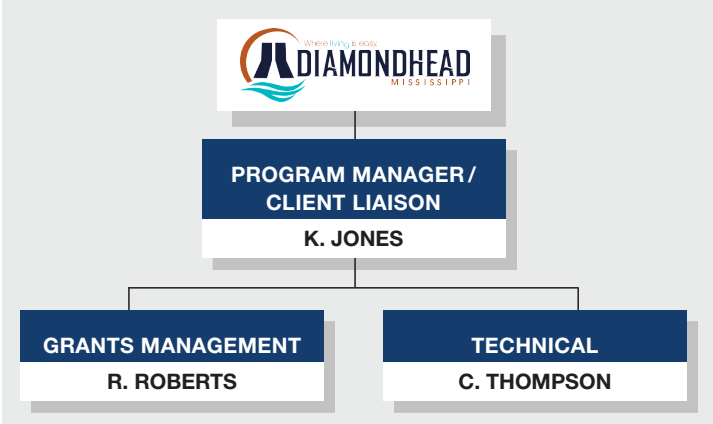
OVERVIEW

Our team, as infrastructure experts, are well-equipped to provide support for the FEMA Public Assistance Grant Program and the process immediately following a declared incident. The Public Assistance (PA) Grant Program (including 406 Mitigation) provides assistance to state and local entities maintaining and operating public infrastructure to respond, recover and mitigate impacts. We assist with project formulation, cost estimating, project validation, project worksheet development, appeals, audits and grant closeouts. These solutions will be funded through approved FEMA Project Worksheets (PW) and Hazard Mitigation Proposals (HMP). Our Team will assist with both implementations of these eligible projects as well as fulfillment of the reimbursement process.

The following outlines the basic steps that will be taken to develop grant submittals for FEMA and other funding sources in place to provide aid for the recovery of the flooding impacts to City facilities.

OVERARCHING OBJECTIVES
Implement project schedules to accommodate the operational demands of the City and its residents
Ensure facilities are within budget that maximize the yield of your program dollars
Provide effective communication across all service providers and stakeholders
Provide and implement protocols to overcome unexpected project challenges and mitigate program risk

Our customized approach begins with sound understanding of the proposal requirements, but also captures additional recommendations in resource capacity and contract structure/capacity to deliver aggressive results based on our collective team’s credentialed experience in disaster recovery. The elements included within the organizational structure represent not only our understanding of the Request for Proposals, but more importantly illustrate how our comprehensive team intends to deliver results for the City.

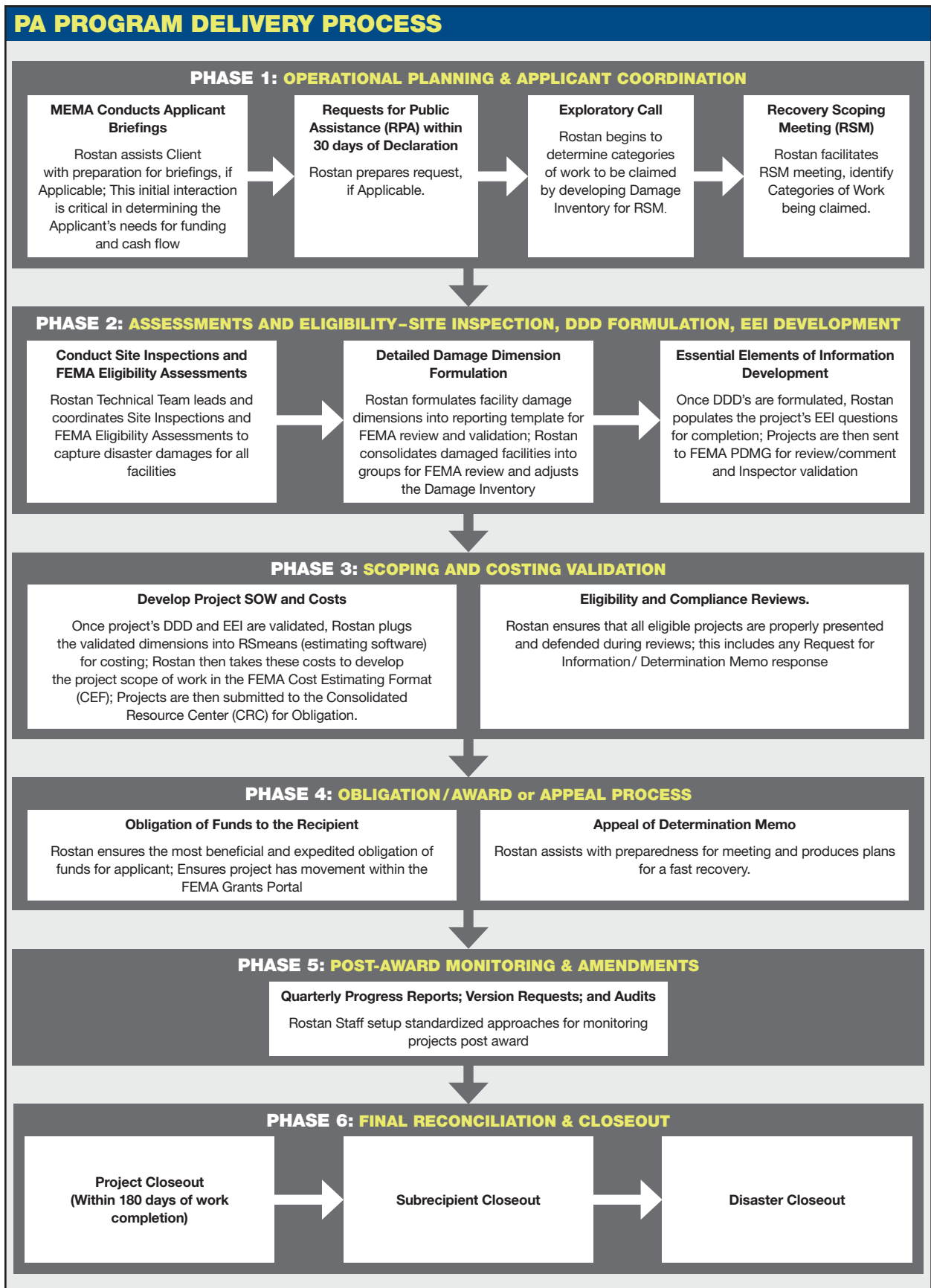


LEVERAGE AVAILABLE FUNDING

FINANCIAL, ACCOUNTING, REPORTING AND GRANT MANAGEMENT

City Administrations and Finance Directors are challenged with augmenting existing sources of funding, identifying and leveraging new sources, and creating cost-effective budgets while meeting existing City demands. Funding opportunities to meet such needs after a presidentially declared disaster is vital for the immediate and long-term recovery of the City.

Historically, we take a proactive role to assist our clients in obtaining project funding. Our success has been built upon developing specific knowledge about funding available in the various geographic regions, gaining expertise in the various sources, cultivating relationships with funding agencies,



as well as developing funding strategies that maximize return on investment. Our funding team has been instrumental in the obligation of billions of dollars for local / state governments. Our methodology below depicts our exceptional resource capabilities and outlines our best practice approach for managing the financial and accounting aspects for Diamondhead’s recovery efforts.

UNDERSTANDING THE FEMA PROCESS AND MANAGING GRANT AND PROGRAMMATIC REQUIREMENTS

Our Team understands applicable Federal policies and regulations that govern FEMA and other federally funded programs. Our objective is to ensure our clients recover all eligible costs that were incurred as a result of a disaster and to provide local dedicated staff and resources to ensure satisfaction from project inception through closeout as expeditiously as possible, working intimately with outside stakeholders, such as MEMA, Department of Housing and Urban Development (HUD), and FEMA. Understanding the comprehensive, detailed policies, procedures, and compliance requirements can be daunting for clients receiving Disaster Recovery funding. We are comprised of the best and the brightest in FEMA PA and CDBG, and our experience outlined in this proposal supports the resourcefulness that we will deliver to the City. Our Team has extensive experience developing disaster related policies and procedures for infrastructure, economic development, and housing programs.

THE SANDY RECOVERY IMPROVEMENT ACT OF 2013

The Sandy Recovery Improvement Act of 2013 (SRIA)—Alternative Procedures Pilot Program: Participation in the new alternative procedures is voluntary but can be leveraged in certain cases. Rostan, has successfully implemented the Alternative Procedures Pilot Program for a number of clients including \$1.7B restoration and mitigation funding for NYC Health and Hospitals Corporation, \$12M in relocation and rebuilds on new sites for educational institutions in Port Arthur, TX and Lafayette, LA and \$3.2M restoration and mitigation funding for the Escambia Community Clinic. Our team of experts were instrumental elements (formerly) of the MEMA Technical Team who sought tens of millions in 428 funding across numerous Louisiana Applications as well. *The City will have at its disposal a Project Team that can apply for and deliver the flexibility of the 428 Alternative Procedures Pilot Program to the benefit of the recovery process.*

HUD COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

We are also comprised of HUD CDBG and Program Management experts plan to utilize their collective experience from lessons learned and coordinate with the City to implement programs that are most advantageous to the affected populace. At the City’s request, Rostan will facilitate the development of a compliant Action Plan, and Action Plan Amendments must be prepared and approved by HUD which allows the City to receive a grant agreement and amendments from HUD. Collectively, we will ensure programmatic regulations are adhered to as it relates to Davis-Bacon and all required Labor Compliance reviews. Our Team has extensive experience in drafting Disaster Recovery Action Plans, amendments and developing disaster related policies, procedures, tracking systems, and monitoring plans.

CONTRACT REVIEW AND DEVELOPMENT

As with other parts of the grants management process, our Team has developed contract management SOPs and best practices detailing every step of contract development, including approval and execution process and authorities. These SOPs have been developed in consideration of each federal program and its respective regulations and policies and will be coordinated with the state. During the contract development process, staff will develop a full scope of work using the information provided in both the original application and in the federal award letter. Additional

input will be obtained from technical and environmental experts, as appropriate.

We will work with the City to include all relevant state and federal statute citations, executive orders and other guidance in the contract vehicle to be used to implement the projects funded by federal sources. Any various required attachments (e.g., maintenance agreements, vendor debarment, quarterly reports, reimbursement forms), will be included for compliance.

REPORTING AND CORRESPONDENCE

Reporting and communications within the project team and with stakeholders is a primary responsibility of both the Project and Grant Manager. Our Team will work with the City to develop reporting protocols and schedules for activity logs, timesheets, and any other required or designed report. Rostan has developed templates for project monitoring correspondence, application review, and contract development correspondence, and correspondence related to every phase of a project’s life cycle. Correspondence or documents that are not template in nature can be quickly drafted upon request and sent to the City for review, approval, and use. Ensuring clear communication has been and will continue to be a pillar for success with federal programs. All templates will be provided to the City for review and acceptance and we will work with the City in the development of a Comprehensive Building Assessment Report.

REIMBURSEMENT REQUESTS

Our comprehensive portfolio includes the submission of Requests for Reimbursement for many federal programs. Our team can effectively manage eligible and ineligible items, provide appropriate and specific documentation of expenses, and direct allocation of costs to the appropriate funding source when match is required / multiple programs provide funding. The contract instrument, allocation of funding shares is delineated, and any prevailing limits or restrictions on specific funds are clearly outlined and structured. Our Team correlates the implementation of the project scope with the grant funding scope to streamline the reimbursement process and decrease confusion and delays with the MEMA and FEMA.

COMPLIANCE

It is critical that federal aid programs comply with all Environmental, Historic, Labor Compliance, Davis-Bacon, Public Health & Safety Requirements/ Legal Requirements. Rostan will work closely (training, outreach, SOPs, site visits, and desk reviews) with the City to ensure full compliance with all applicable laws, regulations, and other programmatic and financial requirements including all environmental, historic, and public health and safety requirements. The team will use all opportunities to monitor project and grant activities, including checklists, database records, quarterly reports, site visits and conference calls to assure that all legal requirements of both programs are satisfied. Our Team will implement the following steps to ensure compliance with regulations, provide audit coordination and assist the City with responding to audit findings. Throughout grant administration, we use QA/QC process to detect fraud, waste, and abuse by sub-grantees. This includes:

IMPLEMENTING A CONTROLLED ENVIRONMENT

Based on program requirements and guidance, there will be a set of clear expectations. A complete review of program policies and procedures will be completed prior to ramp-up activities.

ESTABLISHMENT OF RESPONSIBILITY

Training to identify suspected fraud, waste, and abuse will be conducted with appropriate staff and specific roles will be assigned.

REGULAR RISK ASSESSMENT

Throughout the grant cycle, specific personnel will be tasked with identifying and analyzing various factors that create risk for the projects and develop methodologies and procedures to minimize this risk.

DOCUMENTATION STANDARDS

Strict documentation standards will be required and will maximize the use of source documents that can be independently and objectively verified.

MONITORING

All internal policies, procedures, and other control mechanisms will be regularly monitored to ensure effectiveness. Monitoring touch points includes desk monitoring, site visits, and performance tracking and reporting.

TRANSPARENCY

Transparency will be encouraged throughout all program areas where possible. Findings of fraud, waste, and abuse will be anonymized and distributed to stakeholders to increase awareness and transparency of program operations.

CLOSEOUT

To minimize challenges with the project close-out process, we begin the accounting for closeout on day one of implementation, ensuring details are not forgotten or documents misplaced by the time critical audit preparation efforts begin. File review and monitoring will take place throughout the project life to reduce any corrective actions at the end of a project. A critical part of project close-out is the development of a Closeout Checklist. A project closeout process will be recommended to ensure that all contractual and programmatic requirements are satisfied. A final inspection or deliverables review is conducted after the project is 100% complete. A reconciliation of financial records is completed, and the eligibility, national objective and beneficiary data and characteristics of beneficiaries are included with each file.

5. AUDITING HISTORY

Fiscal Management describes the policy and procedural development for fiscal control, including the processes for project cash request and disbursement, accounts receivable/payable, and the reimbursement requests from numerous projects. Our team’s demonstrated experience will assist the City of Diamondhead with planning and strategy to not only manage cash flow, but also maximize the funding, and ensure compliance with federal regulations and State audit requirements. This includes fiscal/budget control, innovative in-kind match solutions, advanced reimbursement requests with the State and FEMA, and maintaining sound fiscal controls and practices with the Finance Department.

Our success for defending and maintaining program reimbursements for our client’s originates from our experience with Federal programs across numerous FEMA Regions as well as our database management system in SharePoint. Our experience affords us visibility as to what FEMA has funded or has the tendency of funding in different areas of the country. We rely on FEMA’s own precedent to dictate how we navigate our clients claim through process. This ensures we are SUCCESSFUL through fighting battles we know we can win. **Our SharePoint site affords our clients visibility** as to how the files are structured and maintained. Through this platform, we are able to share documentation with our clients, and maintain a structured data point system that enables project files to be accessed quickly.

It is our intent to leverage our experience and our Rostan SharePoint site to effectively manage any and all project documentation that pertains to federal reimbursement requests. We will assist the City in accounting for all project related costs and expenses initially as estimates for grant development and funding, and finally as actual costs to be used for reimbursement of eligible grant funding. The actual costs will eventually have to be reconciled; and we will assist with the reconciliations of costs, reimbursement pursuits through FEMA, and will facilitate any future audits, appeals (if needed), programmatic/financial reporting, and lastly grant and financial closeouts.

6. PROPOSED PRICING

ATTACHMENT
A HOURLY RATE
FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

PROGRAMMANAGEMENT

<u>Position</u>	<u>City/State</u>	<u>Hourly Rate</u>
Program Manager	Baton Rouge / LA	\$185.00
Deputy Program Manager	Baton Rouge / LA	\$0.00
Program Administrator	Baton Rouge / LA	\$160.00
Project Coordinator	Baton Rouge / LA	\$0.00
Subject Matter Expert	Baton Rouge / LA	\$0.00
Senior Consultant	Baton Rouge / LA	\$170.00
Consultant	Baton Rouge / LA	\$150.00
Junior Consultant	Baton Rouge / LA	\$105.00

Other Program Staff: The Proposer shall identify Other Program Staffs hourly rate. The Proposer may add additional lines if necessary.


CONSTRUCTION & OPERATIONS

<u>Position</u>	<u>City/State</u>	<u>Hourly Rate</u>
Cost Estimating		
On-Site Inspector	Baton Rouge / LA	\$155.00
Construction Manager		
Resident Engineer	Baton Rouge / LA	\$160.00
Senior Technical Specialist	Baton Rouge / LA	\$180.00
Technical Specialist	Baton Rouge / LA	\$155.00
Junior Technical Specialist	Baton Rouge / LA	\$135.00

PROGRAM & ADMINISTRATIVE SUPPORT

<u>Position</u>	<u>City/State</u>	<u>HourlyRate</u>
Financial Lead		
ProjectManager	Baton Rouge / LA	\$165.00
FEMA Coordination		
Subject Matter Expert Funding Assistance DatabaseManager	Baton Rouge / LA	\$115.00
Procurement and Contracting Scheduling Administrative Assistance SeniorAdviser	Baton Rouge / LA	\$85.00

All hourly rates provided shall be inclusive of all expenses incurred. Submitted by:




Vice President
2/3/2021

AuthorizedSignature, Title
Date

7. SOCIOECONOMIC CONTRACTORS

Rostan does not hold any MBE/WBE/DBE certificates.

8. ADMINISTRATIVE INFORMATION

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/28/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Lassiter-Ware Insurance 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607		CONTACT NAME: Wendy Tyree PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: wendyt@lassiterware.com					
INSURED Rostan Solutions, LLC 3433 Lithia Pinecrest Road Suite 287 Valrico FL 33596		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co INSURER B: Travelers Indemnity Co. of CT INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 44520 25682			
COVERAGES		CERTIFICATE NUMBER: 20-21 Cert		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			EPK132419	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPK132419	09/29/2020	09/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ CLAIMS-MADE			EFX115957	09/29/2020	09/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB5J8648192047G	09/29/2020	09/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (Claims-Made) Limits included with General Liability			EPK132419	09/29/2020	09/29/2021	Each Claim \$1,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
~Evidence of Insurance c/o Rostan Solutions, LLC 3433 Lithia Pinecrest Road Suite 287 Valrico FL 33596				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
© 1988-2015 ACORD CORPORATION. All rights reserved.							
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD					

REQUEST FOR PROPOSALS DISASTER RECOVERY CONSULTING SERVICES

Company Name: Rostan Solutions, LLC

City of Diamondhead Drug-Free Workplace Form

The undersigned firm hereby certifies that

Rostan Solutions, LLC does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the CITY's request for proposal to provide bond underwriters services a copy of the statements specified in paragraph 1.
4. In the statements specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.


Signature

2/3/2021
Date

REQUESTFORPROPOSALS

2021-RFP001 DISASTER RECOVERY CONSULTINGSERVICES

AFFIDAVIT

TO: CITY OF DIAMONDHEAD

Atthe time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

Theswornstatementshallbeanaffidavitinthefollowingform,executedbyanofficerofthefirm,associationorcorporation submittingtheproposalandshallbeswornbeforeapersonwhoisauthorizedbylawtoadministeroaths.

STATEOF Louisiana CITYOF Baton Rouge Beforeme,theundersigned authority,personallyappeared Kyle Jones who, being duly sworn, deposes and says he is Vice President of Rostan Solutions, LLC (Firm)therespondentsubmittingthe attached proposal for the services covered by the RFP documents for 2021-RFP001 DISASTER RECOVERY CONSULTINGSERVICES.

Theaffiantfurtherstates thatnomorethanoneproposalfortheabovereferencedprojectwill besubmittedfromtheindividual, hisfirmorcorporationunderthesameordifferentnameandthatsuchrespondenthasnofinancialinterestinthefirmofanother respondentforthesamework,thatneitherhe,hisfirm,associationnorcorporationhaseitherdirectlyorindirectlyenteredinto anyagreement,participatedinanycollusion,orotherwisetakenanyactioninrestraintoffreecompetitivebiddinginconnection withthisfirm'sproposalontheabovedescribed project.Furthermore,neitherthefirmnoranyofitsofficersaredebarredfrom participating in public contract lettings in any otherstate.

Rostan Solutions, LLC (Proposer)

By [Signature] Vice President (Title)

STATEOF Louisiana

PARISH OF East Baton Rouge

Subscribed and sworn to beforemethis 3rd dayof February ,2021 ,by Kyle Jones who personally appeared before me at the time of notarization, and who is personally known to me or who has produced asidentification.

[Signature] Notary Public

My commission expires: Indefinite

VENDOR ON ALL CITY PROJECTS MUST EXECUTE AND ATTACH AFFIDAVIT TO EACH PROPOSAL.



REQUESTFORPROPOSALS
2021-RFP001 DISASTER RECOVERY CONSULTINGSERVICES

AFFIDAVIT

AFFIDAVIT OF SOLVENCY

PERTAININGTOTHE SOLVENCYOF Rostan Solutions, LLC ,beingoflawfulageandbeingdulyswornI,_____

Kyle Jones ,as Vice President

_____(*ex.CEO,officer,president,dulyauthorizedrepresentative,etc.*)herebycertifyunder penalty of perjurythat:

1. Ihavereviewedandamfamiliarwiththefinancialstatusofabovestatedentity.
2. Theabovestatedentitypossessesadequatecapitalinrelationtoitsbusinessoperationsoranycontemplatedor undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities,unmaturedliabilitiesandcontingentliabilities)astheybecomeabsoluteanddue.
3. Theabovestatedentityhasnot,norintendsto,incuranydebtsand/orliabilitiesbeyonditsabilitytotimelypay such debts and/or liabilities as they become due.
4. Iffullyunderstandfailuretomaketruthfuldisclosureofanyfactoritemofinformationcontainedhereinmay result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized bylaw.

TheundersignedhasexecutedthisAffidavitofSolvency,inhis/hercapacity asadulyauthorizedrepresentativeoftheabove statedentity,andnotindividually,asofthis 3rd dayof February 2021.


Signature of Affiant

STATEOF
Louisiana

Kyle Jones

PARISH OF East Baton Rouge

Subscribedandsworntobeforemethis 3rd day of February 2021 ,by Kyle Jones who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ asidentification.


Notary Public

My commission expires:
Indefinite



REQUEST FOR PROPOSALS DISASTER RECOVERY CONSULTING SERVICES

City of Diamondhead Conflict of Interest Disclosure Form

Project(2021-RFP001)Number/Description: 2021-RFP001 Disaster Recovery Consulting Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of the City of Diamondhead ("CITY"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the CITY.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the CITY. Consultants/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the CITY.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the CITY.

Please check the appropriate statement:


I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Rostan Solutions, LLC

Authorized Representative(s)


Signature

Kyle Jones, Vice President

Print Name/Title

Signature

Print Name/Title

2021-RFP001
CITY OF DIAMONDHEAD
DISASTER RECOVERY CONSULTING SERVICES

Revision/Correction No. 1

**** Acknowledgement of this revision should shall be signed and included in submittal.****

The following section on page 10 of RFQ is hereby revised/corrected to read as follows:

All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal ~~February 11, 2021~~. February 4, 2021.

IV; REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

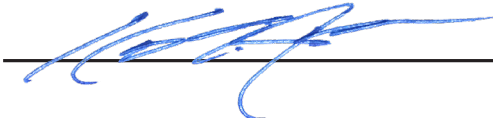
Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the CITY. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the CITY for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Diamondhead and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CITY.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal ~~February 11, 2021~~. February 4, 2021

Authorized Signature, Title

Date



Vice President

2/3/2021

Rostan Solutions, LLC

Consultant Firm Business

2021-RFP001
CITY OF DIAMONDHEAD
DISASTER RECOVERY CONSULTING SERVICES

Item No.3.

Revision/Correction No. 2

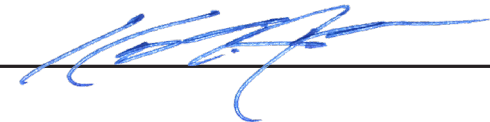
**** Acknowledgement of this revision should shall be signed and included in submittal. ****

The following section on page 3 of RFQ is hereby revised/corrected to read as follows:
...support the City's disaster recovery for **open and** future declared disasters, to expedite financial recovery...

I. INTRODUCTION

A. Purpose:

The City of Diamondhead (CITY) is accepting sealed Request for Proposal packages. The purpose of this Request for Proposals is to solicit responses from qualified firms to provide professional service assistance to support the CITY's disaster recovery for **open and** future declared disasters, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews, and to minimize impacts from future disasters.

Authorized Signature, Title	Date
 Vice President	2/3/2021
<hr/>	
Rostan Solutions, LLC	
<hr/>	
Consultant Firm Business	

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Diamondhead and Rostan Solutions, LLC

This is an Agreement for Professional Services (hereinafter referred to as the “**Agreement**”) effective as of March 26, 2021 between the City of Diamondhead (“**CLIENT**”), having its principal office at 5000 Diamondhead Circle, Diamondhead, MS 39525 and Rostan Solutions, LLC (“**ROSTAN**”), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as “**Party**” or collectively as “**Parties**.”

The CLIENT requires the services of a qualified firm to perform certain Disaster Recovery Services for the CLIENT, as outlined in the solicitation of services for 2021-RFP001. The CLIENT has carefully reviewed the Request for Proposal (RFP) Scope of Services for “Disaster Recovery Services” and has selected ROSTAN to provide certain services as outlined in the solicitation.

The CLIENT intends to engage ROSTAN to perform certain Disaster Recovery Services related as outlined in the RFP response, as well as any other activities identified within the Scope of Services including, but not limited to: Public Assistance Programs, Stafford Act Section(s) 404 and 406 Hazard Mitigation Assistance Programs, Technical Assistance Support, Project Management Services, Consulting Services, CDBG and CDBG-DR Consulting Services, and Disaster Recovery Services for ALL federal and state funding programs.

WHEREAS, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon “Not to Exceed” cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

“**Fee Schedule**” shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

“**Projected Budget**” shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

“**Scope of Services**” shall mean the services and terms described within any forms which are attached as “**Attachment 1**” to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

“**Site**” or “**Work Site**” shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

“**Task Order**” shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

1.1. **Scope of Services.** ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN’s obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.

1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN’s recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.

1.3. **Subcontractors.** ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.

1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

2. THE CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** 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.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Diamondhead and Rostan Solutions, LLC

period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

3.4. **Term and Termination.** The term of this Agreement shall not exceed 2 years, unless an available extension option is exercised by the CLIENT and signed by both parties documenting the reasons for the extension. The CLIENT recognizes and acknowledges that eligibility for federal reimbursement of disaster-related costs will require demonstration of compliance with federal procurement regulations contained 2 CFR Part 200 [Uniform Administrative Requirements, Cost-Principles, and Audit Requirements for Federal Awards].

This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. Parties also agree and understand that the term of this Agreement is also subject to ratification by any new duly-elected Council. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.

4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.

4.3. ROSTAN has represented that the fee schedule set forth in Schedule B consists of professional fees at rates that have been and are reimbursable by FEMA, and ROSTAN acknowledges that CLIENT has relied on this representation in entering into this Agreement.

5. NON-CONTROLLABLE COSTS

5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of

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Task Order Contract

performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.

- 6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Mississippi, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.
- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property the CLIENT.
- 6.3.1. **Dispute Resolution.** All disputes arising out of this agreement shall be litigated in Hancock County, Mississippi.
- 6.3.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.
- 6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 6.5. **Mutual Indemnification.**
- 6.5.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.
- 6.5.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.
- 6.6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to CLIENT, whether in contract, tort or any other theory of

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liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.

- 6.7. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Mississippi.
- 6.8. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.
- 6.9. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.
- 6.10. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.
- 6.11. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.
- 6.12. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 6.13. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7. SCHEDULES.

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

(a) *Attachment 1: Scope of Services*

(b) *Attachment 2: Fee Schedule*

7.1.2 **Schedule B:** *Fee Schedule*

7.1.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 **Schedule D:** *Certification Regarding Lobbying*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C "*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

8.0 **Execution Authority.** This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN.

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The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY OF DIAMONDHEAD, MISSISSIPPI

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name:

Name: Kyle Jones

Title:

Title: Vice President

Date: _____

Date: _____

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective _____, _____, 2020 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: _____ **SAMPLE** _____

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. Scope of Services: ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. Period of Service: The period of service shall be _____, 2021 through _____, 20__.

4. Compensation: ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$_____.

5. Fee Schedule: This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. Amendment: [_____] This Task Order amends a previously executed Task Order No. _____, Dated_____.

ISSUED AND AUTHORIZED BY:
CITY OF DIAMONDHEAD, MS

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

Schedule B Fee Schedule

6. PROPOSED PRICING

ATTACHMENT
AHOURLY RATE
FORM

Key Program Management Personnel: The Proposer shall identify Key Program Management Personnel for the Project. Provide detailed resumes (limited to two pages) of Key Program Management showing related experience.

PROGRAMMANAGEMENT

<u>Position</u>	<u>City/State</u>	<u>Hourly Rate</u>
Program Manager	Baton Rouge / LA	\$185.00
Deputy Program Manager	Baton Rouge / LA	\$0.00
Program Administrator	Baton Rouge / LA	\$160.00
Project Coordinator	Baton Rouge / LA	\$0.00
Subject Matter Expert	Baton Rouge / LA	\$0.00
Senior Consultant	Baton Rouge / LA	\$170.00
Consultant	Baton Rouge / LA	\$150.00
Junior Consultant	Baton Rouge / LA	\$105.00

Other Program Staff: The Proposer shall identify Other Program Staffs hourly rate. The Proposer may add additional lines if necessary.

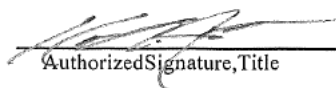
CONSTRUCTION & OPERATIONS

<u>Position</u>	<u>City/State</u>	<u>Hourly Rate</u>
Cost Estimating		
On-Site Inspector	Baton Rouge / LA	\$155.00
Construction Manager		
Resident Engineer	Baton Rouge / LA	\$160.00
Senior Technical Specialist	Baton Rouge / LA	\$180.00
Technical Specialist	Baton Rouge / LA	\$155.00
Junior Technical Specialist	Baton Rouge / LA	\$135.00

PROGRAM & ADMINISTRATIVE SUPPORT

<u>Position</u>	<u>City/State</u>	<u>HourlyRate</u>
Financial Lead		
ProjectManager	Baton Rouge / LA	\$165.00
FEMA Coordination		
Subject Matter Expert Funding Assistance DatabaseManager	Baton Rouge / LA	\$115.00
Procurement and Contracting Scheduling Administrative Assistance SeniorAdviser	Baton Rouge / LA	\$85.00

All hourly rates provided shall be inclusive of all expenses incurred. Submitted by:

 _____ Authorized Signature, Title	Vice President	2/3/2021 _____ Date
Rostan Solutions, LLC _____ Consultant Firm Business		

Schedule C

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, ROSTAN (hereinafter “CONTRACTOR”) agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
2. **Compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act.** As required by Federal program legislation:
 - a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week.

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Task Order Contract

CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contactor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
 - a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
 - c. Withholding for unpaid wages and liquidated damages. The CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.
5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:
 - a. Clean Air Act.
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
 - ii. The CONTRACTOR agrees to report each violation to the CLIENT] and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of Mississippi, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
6. **Suspension and Debarment.**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
 - c. CONTRACTOR's certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.
7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**
 - a. The CONTRACTOR certifies to the CLIENT that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
 - b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CLIENT.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
 - a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

Schedule D

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

THERE CAME on for consideration by the City Council of the Diamondhead, Mississippi, the matter of the *Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021*, and a resolution regarding such Tax Increment Financing Plan. After a full consideration of the matter, Councilmember _____ offered and moved the adoption of the following Resolution:

RESOLUTION OF THE CITY COUNCIL OF DIAMONDHEAD, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE CITY BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE DIAMONDHEAD MEDICAL CENTER PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, Sections 21-45-1 *et. seq.* Mississippi Code of 1972, as amended (the “TIF Act”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing;

WHEREAS, the City Council (the “Governing Body”) of the City of Diamondhead, Mississippi (the “City”) has previously been presented with the Tax Increment Financing Redevelopment Plan, City of Diamondhead, Mississippi, 2020 (the “Redevelopment Plan”) and has conducted a public hearing regarding said plan as required by law which plan constitutes a qualified plan under the TIF Act;

WHEREAS, the Governing Body has been presented with the form of a tax increment financing plan entitled *Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021* attached hereto as **Exhibit A** (the “TIF Plan”), the purpose of which is to provide a financing mechanism to construct various infrastructure improvements described in the TIF Plan; and

WHEREAS, this Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the Diamondhead Medical Center Project (the “Project”) is of major economic significance to and within the City and qualifies as a project eligible for tax increment financing as set forth in the Redevelopment Plan, and participation on the part of the City is necessary and would be in the public interest and in the best interests of the public health, safety, morals, and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That the Governing Body of the City does hereby declare its intention to issue tax increment financing revenue bonds or notes, and may do so jointly with Hancock County, Mississippi (the “County”), in one or more series, in an amount not to exceed

One Million Dollars (\$1,000,000) (the “TIF Bonds”) for a term of not to exceed fifteen (15) years for the purpose of providing funds necessary to pay for the construction of various infrastructure improvements in connection with the construction of the Project, including, but not limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, improving, relocation or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site parking, paving and other related parking lot improvements; installation and relocation of electrical lines, lighting, and signalization; construction, renovation, improving, or rehabilitation of buildings; landscaping of rights-of way; purchasing land for any of the forgoing purposes; and related architectural and engineering fees, and attorneys’ fees; TIF Plan preparation fees, TIF Bond issuance costs, capitalized interest, and other related soft costs.

SECTION TWO: When and if issued, the TIF Bonds shall be secured by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City’s incremental increase in sales tax rebates received from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County’s pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. The TIF Bonds shall not be secured by the full faith, credit and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in ad valorem taxes and sales tax hereinabove set forth.

SECTION THREE: That a public hearing shall be held with respect to the TIF Plan in the regular meeting place of this Governing Body located at 5000 Diamondhead Circle in Diamondhead, Mississippi at 6:00 p.m., on the 4th day of May, 2021.

SECTION FOUR: That the City Clerk is hereby directed to publish the notice attached hereto as **Exhibit B** in the *Sea Coast Echo*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section Three hereof.

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

- Mayor Nancy Depreo voted: ____
- Councilmember Lindsay L’Ecuyer voted: ____
- Councilmember Shane Finley voted: ____
- Councilmember Alan Moran voted: ____
- Councilmember Jamie Wetzel Morgan voted: ____
- Councilmember Charles S. Clark voted: ____

Agenda Item 2021-087
Resolution No. 2021-016

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of the Governing Body, the Mayor declared the motion carried and the resolution adopted this 6th of April, 2021.

(SEAL)

Mayor
City of Diamondhead, Mississippi

ATTEST:

City Clerk
City of Diamondhead, Mississippi

PUBLISH: April 21, 2021

Agenda Item 2021-087
Resolution No. 2021-016

EXHIBIT A

**FORM OF TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER PROJECT**

Agenda Item 2021-087
Resolution No. 2021-016

EXHIBIT B

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER PROJECT

**NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER PROJECT, DIAMONDHEAD, MISSISSIPPI, 2021**

Notice is hereby given that a public hearing will be held at 6:00 p.m. on May 4, 2021 in the regular meeting place of the City Council located at 5000 Diamondhead Circle, Diamondhead, Mississippi (the “City”), on the *Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021* (the “TIF Plan”). The City proposes to use the TIF Plan in compliance with the *Tax Increment Financing Redevelopment Plan, City of Diamondhead, Mississippi, 2020* (the “Redevelopment Plan”) to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue Tax Increment Financing Revenue Bonds, and may do so jointly with Hancock County, Mississippi (the “County”), in one or more series in an amount not to exceed One Million Dollars (\$1,000,000) (“TIF Bonds”) for a term of not to exceed 15 years for the purpose of providing funds necessary to pay for the construction of various infrastructure improvements in connection with the construction of the Diamondhead Medical Center Project (the “Project”), including, but not limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, improving, relocation or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks; on-site parking, paving and other related parking lot improvements; installation and relocation of electrical lines, lighting, and signalization; construction, renovation, improving, or rehabilitation of buildings; landscaping of rights-of way; purchasing land for any of the forgoing purposes; and related architectural and engineering fees, attorney’s fees; TIF Plan preparation fees, TIF Bond issuance costs, capitalized interest, and other related soft costs. The TIF Bonds shall be secured by a pledge of the City’s incremental increase in ad valorem tax revenues on real and personal property generated from the Project and the City’s incremental increase in sales tax revenues generated from the Project. The TIF Bonds may also be secured by the County’s pledge of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the Sections 21-45-1 *et. seq.* Mississippi Code of 1972, as amended (the “TIF Act”). Provided, however, the amount of the tax increment pledged shall be agreed to under the terms of a development and reimbursement agreement consistent with the TIF Act. The TIF Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales taxes set forth above.

Construction of the Project and payment of the TIF Bonds issued to construct the Project will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

The TIF Act authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing.

Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Diamondhead, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the 6th day of April, 2021.

s/ Jeannie Klein, City Clerk

S E A L

Publish One (1) Time in the *Sea Coast Echo* – Wednesday, April 21, 2021.

Send the Invoice and Proof of Publication to:

**Jeannie Klein
City Hall
5000 Diamondhead Circle
Diamondhead, MS 39525**

Send copy of Proof of Publication to:

**Urban Development Toolbox, LLC
7600 Joe Fountain Road
Ocean Springs, MS 39564
Phone: (601) 301-8500**

Laurence@toolboxmail.com

and

Butler Snow, LLP

Attn: Parker Berry

**1020 Highland Colony
Parkway**

Suite 1400

Ridgeland, MS 39157

**parker.berry@butlersnow.co
m**

***TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER
PROJECT***

DIAMONDHEAD, MISSISSIPPI

2021

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URBAN DEVELOPMENT 

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**TAX INCREMENT FINANCING PLAN
DIAMONDHEAD MEDICAL CENTER PROJECT
DIAMONDHEAD, MISSISSIPPI, 2021**

ARTICLE I. PURPOSE AND INTENT

Section 1.01 Preamble

(a) The administration and implementation of this Tax Increment Financing Plan, *Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021* (the “**TIF Plan**”), will be a joint undertaking of the City of Diamondhead (the “**City**”), and Hancock County, Mississippi (the “**County**”) pursuant to Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the “**TIF Act**”).

The City and County will enter into an inter-local agreement, or a regional economic development alliance agreement (the “**Agreement**”) under the Regional Economic Development Act Section 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the “**REDA Act**”) or the Inter-local Agreement Act, Section 17-3-1 *et seq.*, Mississippi Code of 1972, as amended (the “**Inter-local Act**”) together with the REDA Act and the TIF Act, the “**Act**”) as applicable, that will designate the City as the primary party in interest in carrying the Project (as defined below) forward. The issuance of bonds, notes, or other similar debt obligations (the “**TIF Bonds**”) in one or more series to provide funds to finance a portion of the cost of construction of various public infrastructure and related site improvements in connection with the Diamondhead Medical Center Project (the “**Project**”) to be built in multiple Phases (the “**Phase(s)**”) as further defined in this TIF Plan. The TIF Plan shall be a joint undertaking of the City and County; whereby the City will issue one or more series of TIF Bonds as authorized herein to finance the Project in multiple Phases as more fully described herein.

(b) The funds received from the TIF Bonds and other funds as identified herein will be used to defray a portion of the cost of construction and installation of various public infrastructure improvements in connection with the Project and other activities to serve the Project and the community as a whole.

(c) The total cost of the infrastructure, site improvements, and other activities making up the First Phase of the Project as defined below is estimated to be approximately FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000) in new construction, part of which will be funded through the TIF Bonds issued by the City in one or more series in an amount not to

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exceed ONE MILLION DOLLARS (\$1,000,000) pursuant to the TIF Plan and the Act. Marshall Land Holdings, LLC (the “Developer”) also expects to invest additional funds in additional developments for future Phases once the construction of the First Phase of the Project is completed.

(d) The descriptions of the Project are attached as Exhibit I titled “Project Summary” and the tax revenue Projections were provided by the Developer and the County Tax Assessor’s office.



Section 1.02 Statement of Intent

As provided in the Preamble of this TIF Plan, the City, acting on behalf of itself and, may jointly with the County, proposes to issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000), which will be secured solely by a pledge of all of the City's incremental increase in ad valorem tax revenues on real and personal property generated by the Project within the Tax Increment Financing District (the "**TIF District**") and all of the City's incremental increase in sales tax rebates received by the State of Mississippi (the "**State**") from the same, and may also be secured by all of the County's incremental increase in ad valorem tax revenues on real and personal property generated by the Project within the TIF District; however, the principal amount of the TIF Bonds shall be sized based upon the City's pledge of up to seventy-five percent (75%) of the increase in real and personal property ad valorem taxes generated by the Project, and up to fifty percent (50%) of the City's incremental increase in retail sales tax rebates received by the State from the same, and may also be sized by a pledge by the County of up to seventy-five percent (75%) of the increased real and personal property ad valorem taxes generated by the construction and development of the Project located within the boundaries of the TIF District proposed herein. The proceeds of the TIF Bonds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements over multiple Phases of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering the infrastructure improvements; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developer. Construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare and serve the best interest of the City and the County. A more detailed scope of work, along with budgets, will be identified in development agreements and/or a security and reimbursement agreement with the Developer as necessary and appropriate.

Section 1.03 Public Convenience and Necessity

The public convenience and necessity require participation by the City and County in this Project. The public interest will be served by the City and County’s participation in the public infrastructure and other public improvement and facilities costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and the County:

(a) **Private Investment** Construction of the First Phase of the Project will represent a private investment of approximately \$4,600,000 on 2.2+/- undeveloped acres of the 14.73 +/- acres included in the TIF District with a positive impact of those funds into the local economy (the “**First Phase**”).

(b) **Increase in City Ad Valorem Taxes** Increased City real and personal property taxes generated from the Diamondhead Medical Center Project are estimated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (29.50 mils)			
Real Property	\$2,142	\$20,462	\$18,320

(c) **Increase in County Ad Valorem Taxes** Increased County real and personal property taxes generated from the Diamondhead Medical Center Project are estimated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
County (49.01 mils)			
Real Property	\$3,558	\$33,993	\$30,435

(d) **Increase in School Ad Valorem Taxes** The First Phase of the Project will generate the following estimated real and personal property taxes for the School District:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
School Dist. (49.53 mils)			
Real Property	\$3,596	\$34,354	\$30,758



(f) Summary of Benefits

- The Project and its economic effects will have a positive impact on the local economy related to increases in employment and new tax revenues, which will positively impact both the local citizens and the surrounding market trade area served by the City and the County.
- The Project will accommodate the medical needs of the City of Diamondhead's citizens through a new development of an upscale medical center and retail pharmacy that is convenient and safe for residents and patrons.
- The Project will create a newly positioned medical corridor, acting as a flagship catalyst for future medical facilities. The Project will act as a catalyst for additional complimentary development opportunities in the immediate vicinity such as additional restaurants, and other retail developments attributed to increased traffic and new employment.
- The Project will help the City of Diamondhead meet its goal to complete a foot path contiguous with existing commercial developments by providing for the construction of sidewalks and other public infrastructure to enhance the connectivity of the Diamondhead Center to the other businesses such as restaurants, entertainment and retail in the immediate area.
- The proposed facility is located in a unique location in regards to City utilities making the development cost higher than other projects, but the Project will provide funding resources to help the City expand their utilities and therefore improve opportunities for future commercial growth in the area.
- The Project is expected to result in a private investment of over \$4.6 million dollars in Diamondhead and will create 55-65 permanent full and part-time jobs upon completion with an **estimated annual payroll in excess of \$3,000,000 dollars**
- The Project will generate **new annual retail sales estimated** to reach Two Million Seven Hundred Fifty Thousand Dollars (**\$2,750,000**).
- The Project will substantially **increase property taxes** to an estimated Seventy-Nine Thousand Five Hundred Thirteen Dollars (**\$79,513**) for the City, County, and the local school district.

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URBAN DEVELOPMENT 

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- The proposed Project could result in a **sales tax rebates from the State of Mississippi** to the City of Diamondhead in excess of Thirty-Five Thousand Six Hundred Thirteen Dollars (**\$35,613**) annually.
- The Project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other local business and services in the market trade area.
- Once constructed the services from the Project will provide a convenience to the local community to have easier access to medical services and pharmacy products.
- The size and noteworthy appeal of the Project will accommodate the City's desire to realize a significant private sector investment being made into an area that has not seen any similar economic development in a very long time.
- This Project will make a significant contribution to the image and progress of the City's economic health based on its planned prominent location at one of the highest traffic locations near the City's main corridor.
- The Project will likely encourage additional investment dollars in the local trade area as private sector confidence is built on tangible Projects of the size and nature of this Project.

(g) Increase in State Sales Tax

Assuming that eighty-five percent (85%) of the projected Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of estimated first year retail sales are anticipated to be new tax revenues for the State, and in favor of the City; the First Phase of the Project will place approximately One Hundred Sixty-Three Thousand Six Hundred Twenty-Five Dollars (\$163,625) of additional new sales taxes in the State Treasury annually based on an adjusted value of Two Million Three Hundred Thirty Seven Thousand Five Hundred Dollars (\$2,337,500) net new gross retail sales.

(h) Increase in State Sales Tax Rebated to the City

The gross annual retail sales generated by the First Phase of the Project are anticipated to be approximately Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) after the Project is completed, which will result in a sales tax rebate to the City of Thirty-Five Thousand Six Hundred Thirteen Dollars (\$35,613) annually. Assuming eighty-five percent (85%) of that number is new to the City, then the Project will provide an additional Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) to the City in sales tax rebates from the State.

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ARTICLE II. PROJECT AND DEVELOPER INFORMATION

Section 2.01 Project Description

Marshall Land Holdings, LLC is proposing to build in its First Phase of development a new medical care facility in conjunction with Memorial Hospital in the City of Diamondhead on currently undeveloped commercial land. This Project includes an in-house compounding pharmacy that requires a specialized environmentally controlled space as well as a separate Love’s full-service retail pharmacy including household goods, food products, and other services.

The newly proposed facility will be located on the corner of East Aloha Drive and Veterans Avenue. If developed, the medical care facility will include over 20,000 square feet of new facility space and will offer the citizens of Diamondhead new specialty medical services that are not currently available within the City.

The proposed facility will include a state-of-the-art medical facility and will provide citizens with a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms. The newly proposed development aims to accommodate the needs of an aging population while also increasing economic development opportunities for the surrounding area. The proposed development will accommodate over fifty-five (55) medical doctors and staff. The pharmacy will employ five to seven (5-7) full and part-time positions as well.

In addition to the medical facility, the development will also include a retail pharmacy that will generate new retail sales estimated at \$2,750,000 in the first operating year.

Attached hereto as **Exhibit II** are a map and legal description of Phase I and designated areas for future Phases of the TIF District from which the tax revenues will be generated to service the TIF Debt Obligations.



Section 2.02 Developer Information

(a) Name of Developer:

Marshall Land Holdings, LLC
Attn: Rick & Jonathan Marshall

(b) Address of Company:

Marshall Land Holdings, LLC
16 Rivers Bend Dr.
Gulfport, MS 39507

Local Contractors or Agents:

To be determined by the Developer using competitive bids and proposals process.

ARTICLE III. ECONOMIC DEVELOPMENT IMPACT DESCRIPTION.

Section 3.01 Job Creation

(a) Part-Time Construction Jobs

It is expected that the construction of the Project will create scores of construction jobs (estimated at 55-75 full and part-time jobs directly on site for the initial phase of construction) that will generate a significant construction payroll of approximately Three Million Dollars (\$3,000,000) that some of which will be spent locally, and have a positive impact on the economy of the City and the County. The First Phase of the Project is expected to take approximately 14 months of construction time to complete.

(b) Permanent Full and Part-Time Jobs

Upon completion of the total Project, it is expected that the Project will employ an estimated fifty-five to sixty-five (55-65) full time and part-time medical related employees with an estimated annual payroll of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.) An additional five to seven (5-7) full and part-time jobs will be created for the retail pharmacy as well.



Section 3.02 Financial Benefit to The Community

The Project is to be located on the corner of East Aloha Drive and Veterans Avenue in the newly defined commercial downtown district of Diamondhead, near the main entrance corridor to the City. It is expected to enhance commercial activity due to the increase in traffic from other market trade areas, and consumer spending that may otherwise not be concentrating in the area. The expected total retail sales in the first year from the Love’s Pharmacy are estimated to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), with future anticipated growth.

Sales taxes based on an 85% anticipated net new growth in new retail sales generated for the State are estimated to be One Hundred Sixty-Three Thousand Six Hundred Twenty-Five Dollars (\$163,625) annually, with tax rebates from the State to the City estimated to be approximately Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) annually based on 85% of the net incremental sales that are new to the City.

The following table illustrates the new potential sales tax that may be rebated by the State to the City based on an estimated eighty five percent (85%) incremental net increase in retail sales scenario as a result of the initial Phase of the Project.

Furthermore, it is anticipated that the Medical Center infusion services, imaging center and diagnostics specialty services will become a destination to draw on from areas in Hancock County, Pearl River County, and in the State of Louisiana based on its geographic location for new pharmacy sales and will positively appeal to potential consumers outside of the area and give them an opportunity to receive services and compounded specialized pharmaceutical products closer to home. Currently these services and products are only available in Harrison County and Louisiana.

The Developer anticipates that the First Phase of the Project will create new net sales tax revenue for the City that is currently being spent in other economic markets for specialty and retail pharmacy goods and services such as in the State’s other coastal communities, Pearl River County and in the State of Louisiana.

<u>New Sales Assumption</u>	<u>Total Net New Sales</u>	<u>Total New State Sales Tax</u>	<u>New Tax Rebate to Diamondhead</u>
85%	\$2,337,500	\$163,625*	\$30,271*

*Note: Retail sales taxes are 7% in Mississippi, with 18.5% of the sales tax being rebated back to the City from the State of Mississippi



(a) Ad Valorem Property Tax Increases

Currently, property taxes generated by the undeveloped 2.2 +/- acre site that is included in the First Phase of the Project of the total 14.73 +/- acres site included in the TIF District are approximately Nine Thousand Two Hundred Ninety-Six Dollars (\$9,296) annually.

As a result of the First Phase of the Project, real and personal property ad valorem taxes on the 2.2+/- acres could reach approximately Eighty-Eight Thousand Eight Hundred Nine Dollars (\$88,809). The following table illustrates the estimated ad valorem taxes before and after construction of Phase I of the Project:

ESTIMATED AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (29.50 mils) <i>Real and Personal Property Taxes</i>	\$2,142	\$20,462	\$18,320
County (49.01 mils) <i>Real and Personal Property Taxes</i>	\$3,558	\$33,993	\$30,435
School District (49.53 mils) <i>Real and Personal Property Taxes</i>	\$3,596	\$34,354	\$30,758
Totals (128.04 mils)	\$9,296	\$88,809	\$79,513

* The estimated taxes for the undeveloped 2.2+/- acres represented in Phase I of the total 14.73+/- acres is provided in the foregoing table are based on data provided by the Developer and the County Tax Assessor's office.



Section 3.03 Retail Sales Taxes

The expected total annual retail sales over the initial year of the Project are expected to be over Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), with future anticipated growth as the market share growth occurs.

Total sales will represent at least 85% of net new incremental sales for the local economy. New sales taxes generated for the State as a result of this Project are estimated to be 85% of the projected first year retail sales, which is estimated to be Two Million Three Hundred Thirty-Seven Thousand Five Hundred Fifty Dollars (\$2,337,500) annually, with new tax rebates to the City estimated to be approximately Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) annually, based on the net incremental sales estimates of initial first year of the pharmacy's operations.

A summary of the net increase, based on a projected 85% of gross increase in State sales tax revenue, anticipated increases in retail sales for the City is provided below:

<u>Estimated New Sales*</u>	<u>New State of Mississippi Retail Sales Taxes*</u>	<u>New Retail Sales Taxes Rebate to City*</u>
\$2,337,500	\$163,625	\$30,271

*Assuming that eighty-five percent (85%) of the retail sales will be net new sales for the City, and are rebated to the City.



ARTICLE IV. A STATEMENT OF THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

Section 4.01 Primary Objective

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating over multiple Phases in the “Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi, 2021.” The TIF Plan will provide a portion of the financing to acquire property, construct public infrastructure, including public and private parking and other improvements to serve the development as described in the preamble to this TIF Plan. The public infrastructure improvements will be constructed in accordance with standards, codes, and ordinances of the City.

The improvements will provide for the health and welfare of the public by providing for safe and adequate street, drainage improvements, public and private parking and public access, adequate utilities, which may include electrical, water, gas, sanitary sewer systems, fire protection and drainage systems. The area will also be landscaped, which will be important since the Project is near one of the main entries into the City.



ARTICLE V. A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN.

5.01 Property Description

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of public infrastructure associated with the Project over multiple Phases and other improvements necessary to serve the public that will induce development in the boundaries of the TIF District and other areas as deemed appropriate through further action of the City and County. This TIF Plan is consistent with the goals and objectives of the Tax Increment Financing Redevelopment Plan of the City of Diamondhead Mississippi 2020. The legal descriptions and survey maps of the TIF District are attached as **Exhibit II**.



ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Section 6.01 Cost Estimate of Redevelopment Project

The development of the Project in the First Phase will represent a private investment in excess of FOUR MILLION SIX HUNDRED THOUSAND DOLLARS (\$4,600,000.) As set forth in the Preamble, this TIF Plan will be a joint undertaking of the City and the County, whereby the City and County will enter into an Agreement which will designate the City as the primary party of interest in carrying the Project forward. The City and County propose that the City is to TIF Bonds as authorized in the Preamble in one or more series, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000). The proceeds of the TIF Bonds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developer. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Developer.

Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under the TIF Act.



Section 6.02 Projected Sources of Revenue to Meet Costs

The Developer will secure financing for the private investment. The TIF Bonds shall be secured by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City’s incremental increase in sales tax rebates received from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County’s pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. If deemed necessary and appropriate, the City and the County may require additional security from the Developer.

Section 6.03 Total Amount of Indebtedness to be Incurred

As provided in the Preamble of this TIF Plan, the City will issue up to ONE MILLION DOLLARS (\$1,000,000) in TIF Bonds, in one or more series, which will be secured by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City’s incremental increase in sales tax rebates received from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County’s pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. If deemed necessary and appropriate, the City and the County may require additional security from the Developer to enhance the marketability of the TIF Debt Obligations.

The *Tax Increment Financing Redevelopment Plan, Diamondhead, Mississippi 2020* and the *Tax Increment Financing Plan Diamondhead Medical Center Project, Diamondhead, Mississippi 2021*, and the *Tax Increment Financing Redevelopment Plan, Hancock County, Mississippi 2021*, and the *Tax Increment Financing Plan, Tax Increment Financing Plan Diamondhead Medical Center Project, Hancock County, Mississippi 2021* shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds to provide funds to defray the cost of a portion of the infrastructure improvements.



Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations

It is expected that the TIF Bonds for the Project can be obtained at an annual interest rate of not more than twelve percent (12%) for up to fifteen (15) years of TIF Bonds. Annual principal and interest payments are estimated to be approximately Fifty-Four Thousand Three Hundred Seventy-Two Dollars (\$54,372) assuming a gross bond issue amount of \$564,366, with a 5% interest rate and repayment schedule over a period of fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations

The increase in ad valorem real and personal property tax revenues to be generated within the TIF District for the City as result of the development of the Project are estimated to be Eighteen Thousand Three Hundred Twenty Dollars (\$18,320), and the rebated sales tax increases to the City are expected to be Thirty Thousand, Two Hundred Seventy-One Dollars (\$30,271). The increase in ad valorem real and personal property tax revenues to be generated for the County resulting from the development of the Project are estimated to be Thirty Thousand Four Hundred Thirty-Five Dollars (\$30,435). It is requested that up to seventy-five percent (75%) of the increases in ad valorem real and personal property taxes to the City generated within the TIF District be pledged to size the principal amount of the TIF Bonds. Also, it is requested of the City that up to fifty percent (50%) of the rebated sales tax generated within the TIF District and received from the State be pledged to size the principal amount of the TIF Bonds. The only obligations of the City with respect to securing the payment of the TIF Bonds will be the pledge of all of the increased ad valorem real and personal property tax revenues of the City within the TIF District and all of the retail sales tax rebated from the State as a result of new retail sales generated from the Project generated within the TIF District. The only obligation of the County with respect to securing the payment of the TIF Bonds will be a pledge of all of the increased ad valorem real and personal property tax revenues of the County generated within the TIF District. If deemed necessary and appropriate, the City and/or the County may require additional security from the Developer to enhance the marketability of the TIF Bonds.

Section 6.06 Excess Taxes to be Added to General Funds

Any surplus of ad valorem real and personal property tax and any sales tax rebates received from the State by the City that is not used or needed for the repayment of TIF Bonds will be deposited in the general funds of the City to be used for any lawful purpose. In addition, any surplus of the County's ad valorem real and personal property taxes received that is not used or needed for the repayment of TIF Bonds will be deposited in the general funds of the County to be used for any lawful purpose.

The TIF Bonds will be issued in one or more series proportionate with the level of City and County ad valorem taxes, and any rebated sales taxes received from the State as a result of retail sales

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generated within the TIF District in amounts and percentages to be defined in the development agreements between the Developer, the County and/or the City. If deemed necessary and appropriate, the City and/or County may require additional security from the Developer to enhance the marketability of the TIF Bonds.

The amount of TIF Bonds, the timing of their issuance, and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Section 6.07 TIF Bonds to be Issued in an Amount that is Commensurate with Pledged Tax Revenue

The TIF Debt Obligations will be issued proportionate to the level of the City's, and the County's pledged ad valorem real and personal property taxes and sales tax rebates generated within the TIF District in amounts and percentages to be defined in the development agreements between the Developer, the City, and/or the County. If deemed necessary and appropriate, the City and/or the County may require additional security from the Developer to enhance the marketability of the TIF Bonds. The amount of TIF Bonds, the timing of the issuance, and the percentage of debt service to be repaid by the County and the City shall be determined pursuant to further proceedings of the City and the County.



ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING PLAN

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues and sales tax rebates from the State will be generated to finance the TIF Bonds will be approximately 14.73 +/- acres. The Project will be constructed in multiple Phases, with the First Phase on approximately two point two plus or minus undeveloped acres (2.2+/-) within the TIF District. (see **Exhibit II**).



ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the *TIF Plan* will be twenty-five (25) years, or as long as TIF Bonds are outstanding.



ARTICLE IX. ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

Section 9.01 Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of the new ad valorem tax revenues expected to be generated as a result of the First Phase of the Project:

ESTIMATED AD VALOREM TAXES

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City (29.50 mils)			
<i>Real and Personal Property Taxes</i>	\$2,142	\$20,462	\$18,320
County (49.01 mils)			
<i>Real and Personal Property Taxes</i>	\$3,558	\$33,993	\$30,435
School District (49.53 mils)			
<i>Real and Personal Property Taxes</i>	\$3,596	\$34,354	\$30,758
Totals (128.04 mils)	\$9,296	\$88,809	\$79,513

* The estimated taxes for the undeveloped 2.2+/- acres represented in Phase I of the total 14.73+/- acres is provided in the foregoing table are based on data provided by the Developer and the County Tax Assessor's office.



Section 9.02 Retail Sales Taxes

It is expected that the total retail sales from the initial Phase of the Project could reach approximately Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) annually. Retail sales taxes for the State are anticipated to total One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500), of which Thirty-Five Thousand Six Hundred Thirteen Dollars (\$35,613) will be rebated to the City. Assuming that eighty-five percent (85%) of the retail sales will be net new sales for the City (i.e., Two Million Three Hundred Thirty-Seven Thousand Dollars (\$2,337,000)), this will be an annual increase of sales taxes of One Hundred Sixty-Three Thousand Six Hundred Twenty-Five Dollars (\$163,625). The net increase in the rebates to the City would be Thirty Thousand Two Hundred Seventy-One Dollars (\$30,271) annually. A summary of the increase in sales tax revenue is provided below:

<u>Estimated New Sales*</u>	<u>New State of Mississippi Retail Sales Taxes*</u>	<u>New Retail Sales Taxes Rebate to City*</u>
\$2,337,500	\$163,625	\$30,271

*Assuming that eighty-five percent (85%) of the total retail sales will be net new sales for the State, and are rebated to the City.



ARTICLE X. A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE

A separate fund entitled “Tax Increment Financing Plan, Diamondhead Medical Center Project, Diamondhead, Mississippi 2021” shall be established by the City and the County to receive real and personal property ad valorem taxes, as well as any rebated sales tax revenue from the State as result of retail sales established in the boundaries of TIF District as a result of the Project, and the proceeds of any other financial assistance received in connection with this TIF Plan.



ARTICLE XI.

THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, AND ANY REBATED SALES TAXES RECEIVED FROM THE STATE OF MISSISSIPPI THAT ORIGINATED FROM RETAIL SALES IN THE BOUNDARIES OF THE TAX INCREMENT PLAN IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *TIF Plan*, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.



ARTICLE XII. PLAN OF FINANCING

Section 11.01 Pledges of Increases in Taxes

The TIF Plan provides for the City, acting on behalf of itself and may jointly with the County, proposes to issue TIF Bonds in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000), which will be secured solely by a pledge of all of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and all of the City’s incremental increase in sales tax rebates received from the same, and may also be secured by all of the County’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project; however, the principal amount of the TIF Bonds shall be sized based on up to 75% of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project and a pledge of up to 50% of the incremental increase in sales tax revenues generated by the Project. The TIF Bonds may also be sized by the County’s pledge of up to 75% of its incremental increase in ad valorem real and personal property tax revenue generated from the Project, and any other security that is authorized by the TIF Act. If deemed necessary and appropriate, the City and/or the County may require additional security from the Developer to enhance the marketability of the TIF Bonds. Such decision on the most advantageous method for the City and/or the County to incur the debt will be made pursuant to further proceedings of the City and the County.

Section 11.02 Funding Through Issuance of TIF Bonds

Such decision on the most advantageous method for the City and the County to incur the debt will be made pursuant to further proceedings of the City and the County.

Section 11.03 Amount, Timing, and other Terms of TIF Bonds

The Project may be funded in whole or in part through the following source: tax increment financing revenue bonds, notes or other similar debt instruments issued in one or more series in an amount not to exceed ONE MILLION DOLLARS (\$1,000,000) by the City issued pursuant to the Act.

The amount of TIF Bonds the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.



Exhibit I

Project Summary Document



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Tax Increment Financing Plan Diamondhead Medical Center Diamondhead, Mississippi, 2021

PROJECT SUMMARY

I. Project Description and Location

Marshall Land Holdings, LLC is proposing to build a new medical care facility in the City of Diamondhead on currently undeveloped commercial land. This Project includes an in-house compounding pharmacy that requires a specialized environmentally controlled space as well as a separate Love’s full-service retail pharmacy including household goods, food products, and other services.

The newly proposed facility will be located on the corner of East Aloha Drive and Veterans Avenue. If developed, the medical care facility will include over 20,000 square feet of facility space and will offer the citizens of Diamondhead new medical services that are not currently available within the City.

The proposed facility will include a state-of-the-art medical facility and will provide citizens with a cancer care area, a new CT scanning lab, with diagnostic imagining, x-ray imaging, specialty pharmacy, and over twenty (20) exam rooms. The newly proposed development aims to accommodate the needs of an aging population while also increasing economic development opportunities for the surrounding area. The proposed development will accommodate over fifty-five (55) medical doctors and staff. The pharmacy will employ five to seven (5-7) full and part-time positions as well.

In addition to the medical facility, the development will also include a retail pharmacy that will generate new retail sales estimated at \$2,750,000.

II. Private Investment

The project represents an estimated private investment in excess of \$4,600,000, which includes the cost of land acquisition, architectural, engineering, landscaping, infrastructure, construction, furniture, fixtures, equipment, and other soft cost.



III. Jobs

Construction Jobs: It is expected that the development will create 55 to 75 construction jobs and additional ancillary trade work during construction. The payroll associated with the temporary construction jobs is estimated to be in excess of one million dollars.

Permanent Full-time and Part-Time Jobs: Upon completion of the development of the Project, it is expected that the medical center and pharmacy will create approximately **55-65 full-time and part-time jobs** representing an estimated **payroll in excess of \$3,000,000 annually**.

IV. New Incremental Sales Forecast

Conservative sales projections for the new Medical and Professional Center expect retail sales associated with the Love’s pharmacy to reach an estimated \$2,750,000 after completion.

Retail Sales Taxes (\$2,750,000)

The following table illustrates the new potential sales tax revenue for the City of Diamondhead based on the assumption that 85% of the pharmacy and medical retail sales will be net new sales for the City:

<u>New Sales Assumption</u>	<u>Total Sales</u>	<u>State Sales Tax</u>	<u>Tax Rebates to Diamondhead</u>
Estimated retail sales	\$2,750,000	\$192,500	\$35,613
Assumption of net new sales (85%)	\$2,337,500	\$163,625	\$30,271



V. **Property Taxes**

The First Phase of the Project will occupy a 2.2 +/- acre parcel. Currently, combined real and personal property ad valorem taxes to the city, county and school district total \$9,296.

As a result of this proposed project, the real and personal ad valorem property taxes could reach approximately Eighty-Eight Thousand Eight Hundred Nine Dollars (\$88,809)

The following is a tabular presentation of the anticipated increase in ad valorem taxes that could be generated for the City of Diamondhead, Hancock County, and the local school district by the development.

Estimates for real and personal property tax projections below after the proposed project are based on an *increase in the assessed* value of Six Hundred Twenty-One Thousand Dollars (\$621,000) for land, buildings, and FF&E as provided by the developer, the City, and the County's tax assessor's office.

Real & Personal Property Taxes Estimated

<u>Entity</u>	<u>Millage Rates</u>	<u>Current</u>	<u>After Project</u>
City Real & Personal Property	(29.50)	\$2,142	\$20,462
County Real & Personal Property	(49.01)	\$3,558	\$33,993
School District Real & Personal Property	(49.53)	\$3,596	\$34,354
Totals	(128.04)	\$9,296	\$88,809

- Illustration assumes use of 90% of the estimated permit value for the development to estimate the assessed value to illustrate real ad valorem taxes increases. Personal ad valorem tax estimates and increase assessed land values are not reflected above.

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VI. Partial Listing of the Diamondhead Center Project Benefits

- The Project will accommodate the medical needs of the City of Diamondhead's citizens through a new development of an upscale medical center and retail pharmacy that is convenient and safe for residents and patrons.
- The Project will create a newly positioned medical corridor, acting as a flagship catalyst for future medical facilities. The Project will act as a catalyst for additional complimentary development opportunities in the immediate vicinity such as additional restaurants, and other retail developments attributed to increased traffic and new employment.
- The Project will help the City of Diamondhead meet its goal to complete a foot path contiguous with existing commercial developments by providing for the construction of sidewalks and other public infrastructure to enhance the connectivity of the Diamondhead Center to the other businesses such as restaurants, entertainment and retail in the immediate area.
- The proposed facility is located in a unique location in regards to City utilities making the development cost higher than other projects, but the Project will provide funding resources to help the City expand their utilities and therefore improve opportunities for future commercial growth in the area.
- The Project is expected to result in a private investment of over \$4.6 million dollars in Diamondhead and will create 55-65 permanent full and part-time jobs upon completion with an **estimated annual payroll in excess of \$3,000,000 dollars.**
- The Project will generate **new annual retail sales estimated** to reach Two Million Seven Hundred Fifty Thousand Dollars (**\$2,750,000**).
- The Project will substantially **increase property taxes** to an estimated Seventy-Nine Thousand Five Hundred Thirteen Dollars (**\$79,513**) for the City, County, and the local school district.
- The proposed Project could result in a **sales tax rebates from the State of Mississippi** to the City of Diamondhead in excess of Thirty-Five Thousand Six Hundred Thirteen Dollars (**\$35,613**) annually.

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- The Project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other local business in the market trade area.

VII. Project Feasibility/Assistance Requested

An extensive feasibility analysis for the Project reveals that public assistance is required; otherwise, the development cannot go forward. The following list highlights cost factors that render the development unfeasible without public participation in Tax Increment Financing to support the project.

- high cost of land acquisition
- extensive site preparation, earthwork, and required retaining structure needed for the access road, building site, and parking facilities
- increased building material costs due to specialized services and medical equipment foundation requirements
- development requirements related to public utilities that are not currently present

The following is a list of necessary infrastructure requirements and costs that will be financed with the requested TIF funds.

Access road and related expenses	\$18,688
Parking lot, sidewalks, and related improvements	\$385,100
Demolition, site work, retaining wall, earthwork, fill for parking and road work	\$165,032
Lighting, landscaping, and drainage (including a detention pond)	\$148,803
Utility connections, water, gas, 3 phase electric services, fiber optics	\$128,574
Professional TIF related fees (engineering, architectural design, legal, administration)	<u>\$155,000</u>
Total Estimated TIF Related Expenses	\$1,001,197



VIII. Tax Increment Financing (TIF)

The following **Table I** illustrates a proposed Tax Increment Financing scenario for principal sizing purposes with up to 75% of the incremental increase of the City’s real and personal ad valorem tax increases being pledged by the City, along with up to 50% of the sales tax rebates received from the State of Mississippi as a result of net new retail sales generated by the project, and up to 75% of the increase in real and personal ad valorem taxes received by the County towards the payment of the TIF Bond debt at an interest rate projected for illustration purposes of 5% for 15 years, with no debt reserve, holdback fund, or TIF Bond issuance fees reflected.

Table I

	<u>TIF Bond Issue</u>	<u>Estimated Annual Payment</u>	<u>Tax Increase Available</u>
<u>Terms:</u>			
15yrs. @ 5%	\$564,366	\$54,372	\$72,179
75% City participation			
75% County participation			
50% sales tax rebates			

NOTES: These estimates assume no debt reserve or hold back funds and reflect only the net projected increase in ad valorem taxes based on estimates of 90% of the estimated permit cost of the development that were provided by the developer, City, and County Tax Assessor’s office.

Unverified millage rates illustrated and used (City-29.50 County-49.01) with an assumed allocation, for principal sizing purposes, of up to 75% pledge commitment of increased amounts of City real and personal ad valorem property taxes and up to 50% pledge from the City of rebated sales taxes received from the State of Mississippi as a result of new retail sales generated by the project and originating in the TIF district as a result of the Project. Also, assumed is a pledge from the County of up to 75% on any incremental tax increase of real and personal ad valorem property taxes calculated using the millage rates designated towards the proposed TIF Bond debt service payments. An estimated 5% interest rate on a 15-year payout is also assumed in the example illustrated above with no debt reserve, TIF Bond issuance cost, or TIF Bond holdback funds reflected in the estimated values.



Exhibit I

Diamondhead Center Elevation Rendering



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7600 Joe Fountain Road • Ocean Springs, Mississippi
58051582.v1

Exhibit 2 Google Map View

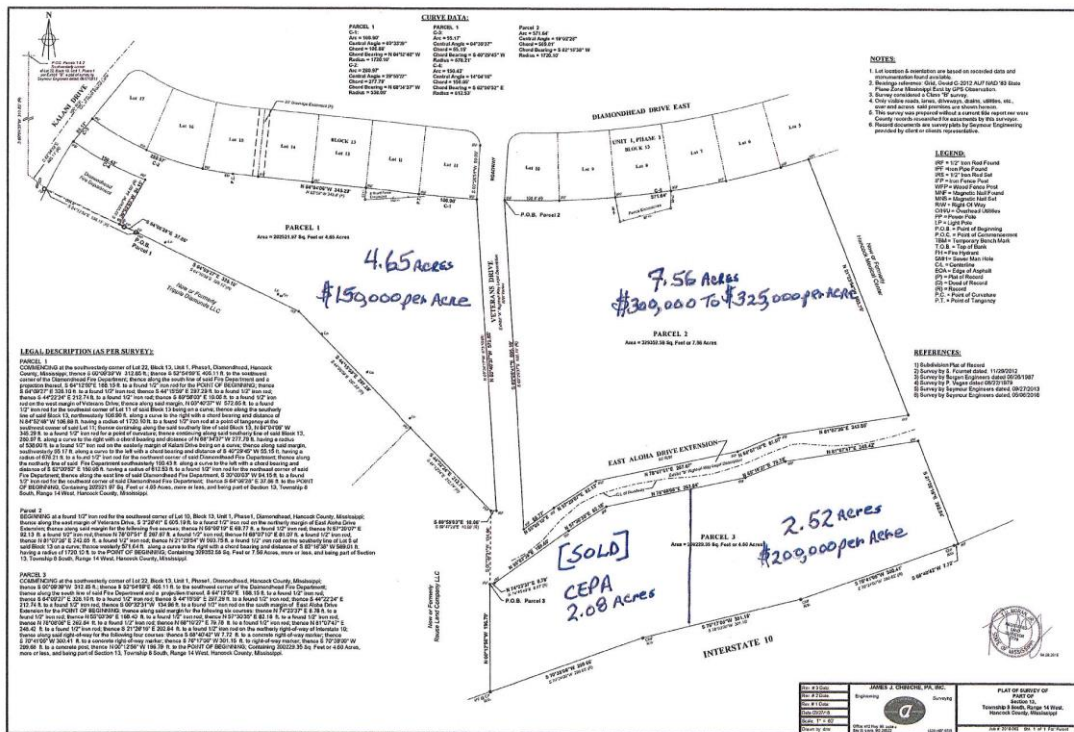


Exhibit II

Legal Descriptions and Map of the TIF District

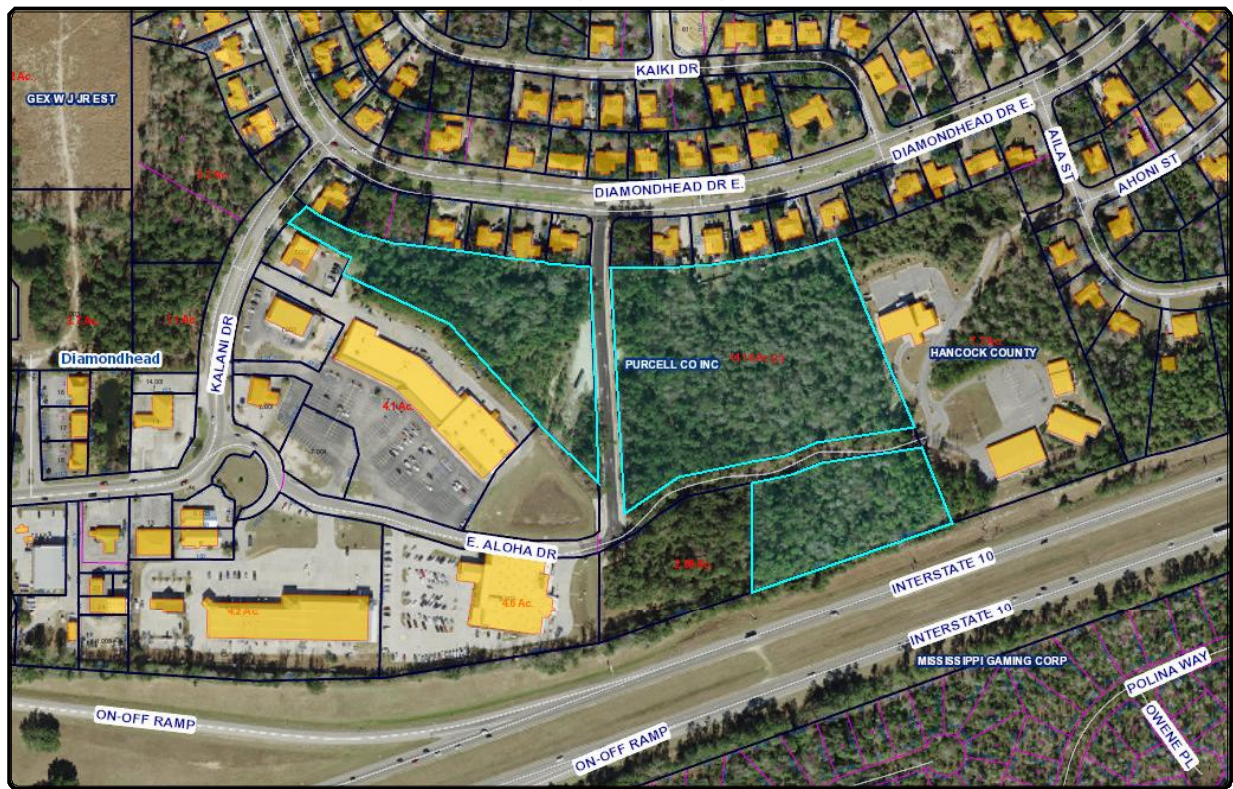


Exhibit 1



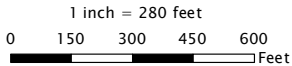
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Geoportal Map



March 1, 2021

DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.



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Resolution 2021-017
Agenda Item 2021-101

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE CITY), TO VACATE AND/OR ABANDON A 5’ DRAINAGE/UTILITY EASEMENT ON EACH SIDE OF THE COMMON PROPERTY LINE BETWEEN LOTS 78 and 79 GLEN EAGLE PHASE 1, HANCOCK COUNTY LOCATED WITHIN THE CITY

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

1. The City currently has a 5’ drainage/utility easement on each side of the common property line between Lots 78 and 79, Glen Eagle Phase 1, (see attached survey from Seymour Engineering as Exhibit A).
2. Landmark Contractors, LLC is the owner of Lots 78 and 79, Glen Eagle Phase 1. The parcel numbers are 067P-0-35-038.000 and 067P-0-35-039.000. The physical street address is 757 Crooked Stick Drive.
3. Further, the City hereby abandons and/or vacates the drainage/utility easements for the full width and length as petitioned except for the front and rear drainage and utility easement. These drainage/utility easements are 5’ drainage and utility easements on each side of the common property line between Lots 78 and 79, Glen Eagle Phase 1.

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

SECTION 1. That the Governing Body of the City will hereby abandon the selected drainage/utility easements with respect to Lots 78 and 79 described in bullet #3. The Diamondhead Public Works, Diamondhead Water & Sewer and CEPA do not have any objections.

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

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

Resolution 2021-017
Agenda Item 2021-101

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Moran	___	___	___
Councilmember Morgan	___	___	___
Councilmember Clark	___	___	___
Councilmember L'Ecuyer	___	___	___
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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

David Malley
LandMark Contractors, LLC
1079 Tina Ladner Vic Faye Rd
Pass Christian, Ms 39571

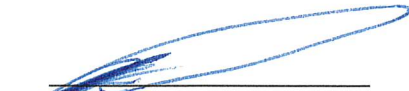
City of Diamondhead

To whom it may concern

757 Crooked Stick Dr


I would like to have the easements abandoned between lots 78 and 79, Phase 1 Glen Eagle, for the purpose of building a single family home on the two lots. I you have any questions I can be reached at 228 669-4444. Thank you

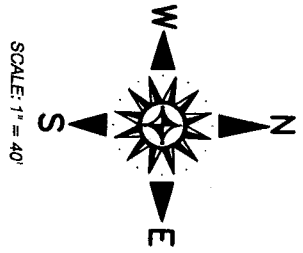
Sincerely



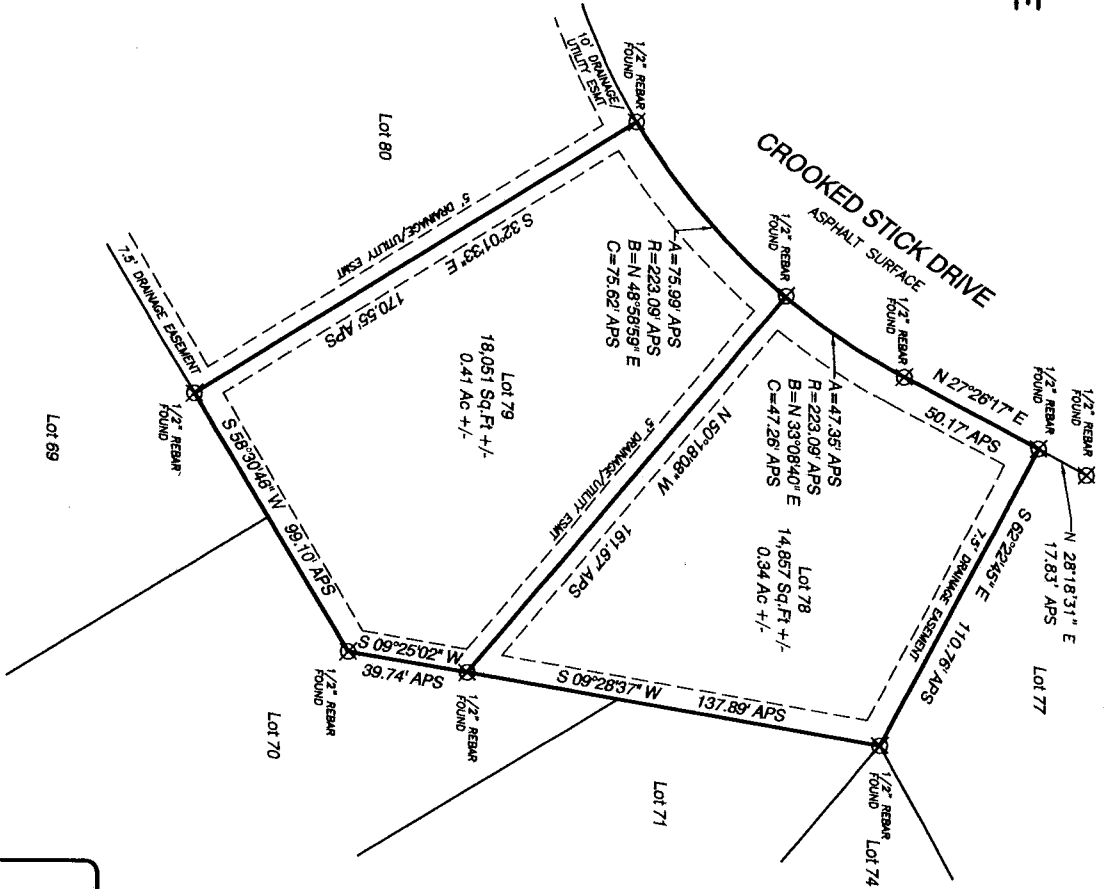
David Malley

78-0678-0-35-038.000
79-0678-0-35-039.000

RECEIVED
MAR 09 2021
BY: 



- LEGEND:**
- ⊗ IRON ROD FOUND
 - IRON PIPE FOUND
 - 1/2" REBAR SET
 - A.P.S. AS PER SURVEY
 - A.P.R. AS PER RECORD
 - ∅ POWER POLE



SURVEY DESCRIPTION:

A survey of Lots 78 and 79, Glen Eagle Subdivision, Phase 1, City of Diamondhead, Hancock County, Mississippi.

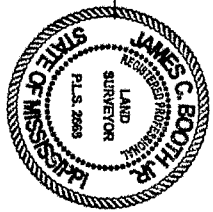
Note: This Survey "Class B" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015".

Note: Bearings are based on geodetic by GPS observations on control points.

Note: This Survey does not reflect a title search by Seymour Engineering, nor should it be considered as such.

This is to CERTIFY that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

James C. Booth, Jr.
 James C. Booth, Jr., P.L.S. #2666
 November 3, 2020
 March 9, 2021 (Lots 78 and 79)



SEYMOUR ENGINEERING
 925 TOMMY MUNRO DRIVE, SUITE G
 BILOXI, MISSISSIPPI 39532

PHONE: (228) 385-2350
 FAX: (228) 385-2353

SE

S20-10-102

Prepared By & Return to:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS. 39525
(228) 255-0035
FILE# 20-1060

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

SPECIAL WARRANTY DEED

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

The Peoples Bank, Biloxi, Mississippi, Grantor(s)
155 Lameuse Street
Biloxi, MS 39530
Phone: 228-435-5511

Does hereby sell, convey, and warrant specially unto

Landmark Contractors, LLC, Grantee(s)
1079 Tina Ladner Vic Faye Road
Pass Christian, MS 39571
Phone: 228-669-4444

The following described property lying and being situated and located in Hancock County, Mississippi, more particularly described as follows:

Lot 79, Glen Eagle at Diamondhead, Phase 1, Hancock County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.

THE GRANTOR, DOES HEREBY CONVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

GRANTOR makes no representation or warranties of any kind or character expressed or implied as to the condition of said property. The Grantees have inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on their own judgment.

All property being sold hereunder is sold "As Is" and with all faults, whether latent or patent. Seller expressly disclaims any express or implied warranties as to the condition or character of such property, the merchantability thereof or the fitness or suitability thereof for any use or purpose.

2020 14227
Recorded in the office
of the Clerk of the Court
Book A Page
10-01-2020 08:51:22 AM
Deedy A Keller
Hancock County

Prepared By & Return to:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS. 39525
(228) 255-0035
FILE# 20-1058

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

SPECIAL WARRANTY DEED

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

The Peoples Bank, Biloxi, Mississippi, Grantor(s)
155 Lamouse Street
Biloxi, MS 39530
Phone: 228-435-5511

Does hereby sell, convey, and warrant specially unto

Landmark Contractors, LLC, Grantee(s)
1079 Tina Ladner Vic Faye Road
Pass Christian, MS 39571
Phone: 228-669-4444

The following described property lying and being situated and located in Hancock County, Mississippi, more particularly described as follows:

Lot 78, Glen Eagle at Diamondhead, Phase 1, Hancock County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.

THE GRANTOR, DOES HEREBY CONVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

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Headquarters
18020 Highway 603
Kiln, MS 39556
PO Box 2430
Bay St. Louis, MS 39521
228-363-7000
1-877-769-2372

www.coastepa.com

RECEIVED
MAR 11 2021
BY: *[Signature]*

Abandonment of Easement Request

Pat,

I have reviewed the request to abandon the easement off of Crooked Stick Dr (between lots 78 & 79). Coast Electric agrees to abandon the 5' easement between lots 78 & 79.

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

Thanks,

Kendall Ladner

Kendall Ladner

Director of System Engineering

(228) 216-8889

Pat Rich

From: Butch Walton
Sent: Wednesday, March 31, 2021 1:42 PM
To: Pat Rich
Cc: Butch Walton
Subject: RE: AoE request 757 Crooked Stick Dr.

Marvin and I meet with David Malley on drainage between Lot 78&79 Phase 1 Glen Eagle 757 Crooked stick dr. Public work okay with drainage between 78 &79 there was not any ditch there to move . Good to do what owner needs to do all ditch's or at front next to street fall left to right . **Butch Walton**

From: Pat Rich <prich@diamondhead.ms.gov>
Sent: Wednesday, March 31, 2021 12:23 PM
To: Butch Walton <bwalton@diamondhead.ms.gov>
Subject: FW: AoE request 757 Crooked Stick Dr.

Butch,
 Putting this on Council Agenda for next Tuesday. Need your approval.
 Pat

From: Pat Rich
Sent: Friday, March 26, 2021 1:31 PM
To: Butch Walton <bwalton@diamondhead.ms.gov>
Subject: FW: AoE request 757 Crooked Stick Dr.

Please send me something on this. Thanks,
 Pat

From: Kendall Ladner <kendallladner@coastepa.com>
Sent: Thursday, March 11, 2021 2:41 PM
To: Pat Rich <prich@diamondhead.ms.gov>
Subject: RE: AoE request 757 Crooked Stick Dr.

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

Please see attached letter.

From: Pat Rich <prich@diamondhead.ms.gov>
Sent: Wednesday, March 10, 2021 3:22 PM
To: Butch Walton <bwalton@diamondhead.ms.gov>; Kendall Ladner <kendallladner@coastepa.com>
Cc: Ronald Jones <rjones@diamondhead.ms.gov>; Beau King <bking@diamondhead.ms.gov>; Tammy Braud <tbraud@diamondhead.ms.gov>
Subject: RE: AoE request 757 Crooked Stick Dr.

RESOLUTION AUTHORIZING REQUEST TO THE DEPARTMENT OF MARINE RESOURCES FOR MISSISSIPPI TIDELANDS TRUST FUND PRGRAM) FUNDING TO BE UTILIZED FOR TWIN LAKES FISHING PIER AND BOARDWALK.

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 FY21 Tidelands Funding; and

WHEREAS, it is in the best interest of the City to request Mississippi Tidelands Trust Funds to support the Twin Lakes Fishing Pier and Boardwalk project for preservation, development and access to waterways; and

WHEREAS, the City, if awarded FY21 Mississippi Tidelands Funding for its Twin Lakes Fishing Pier and Boardwalk 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 FY21 Mississippi Tidelands Grant Funds in the amount of \$150,000 and submit all required information to the Mississippi Department of Marine Resources for the Twin Lakes Fishing Pier and Boardwalk.

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 FY21 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 Moran	—	—	—
Councilmember Morgan	—	—	—
Councilmember Clark	—	—	—
Councilmember L’Ecuyer	—	—	—
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 _____, 2021.

 MAYOR

ATTEST:

CITY CLERK

(SEAL)



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 21

Public Access Managed Project

Official Use Only
Project Number: _____
Average Merit Score: _____
Requesting Agency: _____

PROJECT SUMMARY

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

Diamondhead Fishing Pier and Boardwalk

2. Location of Project:

Twin Lakes, City of Diamondhead
Diamondhead Drive West
Diamondhead, Mississippi

3. Requesting Agency:

City of Diamondhead

4. Requesting Agency Representative:

a. Name: Michael Reso
b. Phone: 228-222-4626
c. Fax: 228-222-4390
d. Address: 5000 Diamondhead Circle, Diamondhead, MS 39525
e. Email: mreso@diamondhead.ms.gov

5. Project Manager:

a. Name: Michael Reso
b. Phone: 228-222-4626
c. Fax: 228-222-4390
d. Address: 5000 Diamondhead Circle, Diamondhead, MS 39525
e. Email: mreso@diamondhead.ms.gov

6. Funding Requested:

\$ 150,000.00

7. Matching Funds:

\$ 0.00

8. Source of Matching Funds:

9. Total Project Funds:

\$ 150,000.00



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY 21

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

This project will create a new park on east side of the waterfront at Twin Lakes in Diamondhead, MS. There will be off street parking (including ADA accessibility and golf cart parking). There will be a pier for fishing, bird watching and relaxing. This will connect to a 8 foot wide walking path along the water and through the woods to allow residents to enjoy the outdoors. In addition, the plans include ADA bathrooms, storage area with covering for protection from the weather. Future amenities include a fenced area for dogs to play.

11. LIST Project Goals/Objectives:

The goal and objective for this project is to enhance public access, fishing, nature trail access, education, and conservation.

12. LIST Project Benefits:

- Allow residents access to the waterways
- Promote public health and fitness
- Offers the chance to see wildlife
- Walking, picnicking, fishing, nature walks, and bird watching, year-round



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY 21

PROJECT SUMMARY

13. LIST Project Tasks:

Preliminary Site Layout
Construction Plans
Bidding & Award of Contract
Construction
Final Closeout

14. Project Timetable/Milestones:

Preliminary Design: March 2021 (Completed)
Construction Plans Ready to Bid the Project: July 2021
Bid Project: September 2021
Construction Begins: January 2022
Construction Completed: June 2022

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

No

16. Project Timing:

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



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY 21

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:

Provide more access to fishing and water access on Twin Lakes in Diamondhead. Currently, there is no fishing pier on the east side of the lake.

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

Identify the project(s):

This project would connect to the proposed greenway project that would span from the Hancock Harrison County lines traveling west to the Rotten Bayou Kakay Launch. This would be midway through this new multimodal lane.

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

If yes, what acreage:

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

All residents, tourist and visitors to Diamondhead will enjoy this area. The waterfront park area is designed to accommodate the residents of Woodland Village Nursing Home in Diamondhead. There is complete ADA accessibility for the park.

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

This service will allow residents of Woodland Village Nursing Home an opportunity to enjoy the beautiful nature, fish, watch birds, and have access to ADA trails.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY 21

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

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

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

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

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

28. Categorize the benefits from 12:

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

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

- Yes
- No

If yes, identify:

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

This project will allow residents access to nature and water ways that are currently not accessible. The walking trail gives all residents an opportunity to enjoy nature while learning from the educational signage.



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY 21

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.

Golf cart and car parking will be available with porous pavement to secure runoff. Handicap parking will be provided with pavement and access ramps to the ADA nature trail. Public restrooms and drinking fountain will be available.

The nature trail meanders through the woods allowing access to nature, bird watching while enhancing public fitness. The public pier, view dock and brick paver sitting area will allow fishing and observation with educational signage.

This project will allow all residents access to nature and water ways that are currently not accessible. The walking trail gives all residents an opportunity to enjoy nature while learning from the educational signage.

This project will provide conservation, preservation, education and enhance public access to the waterways.



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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY 21

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.

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

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Request for Funding FY 21

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	15000					\$ 15,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	105000					\$ 105,000.00
Site Work	30000					\$ 30,000.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 150,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #:_____, Year_____)						\$ 0.00
**Tidelands Funding Awarded	150000					\$ 150,000.00
***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	\$ 150,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 150,000.00

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 FY 21

LEGISLATIVE SUMMARY

1. Title of Project:

Diamondhead Fishing Pier and Boardwalk

2. Location of Project:

Twin Lakes, City of Diamondhead
Diamondhead Drive West
Diamondhead, Mississippi

3. Requesting Agency:

City of Diamondhead

6. Funding Requested:

\$ 150,000.00

7. Matching Funds:

\$ 0.00

8. Source of Matching Funds:

9. Total Project Funds:

\$ 150,000.00

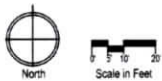
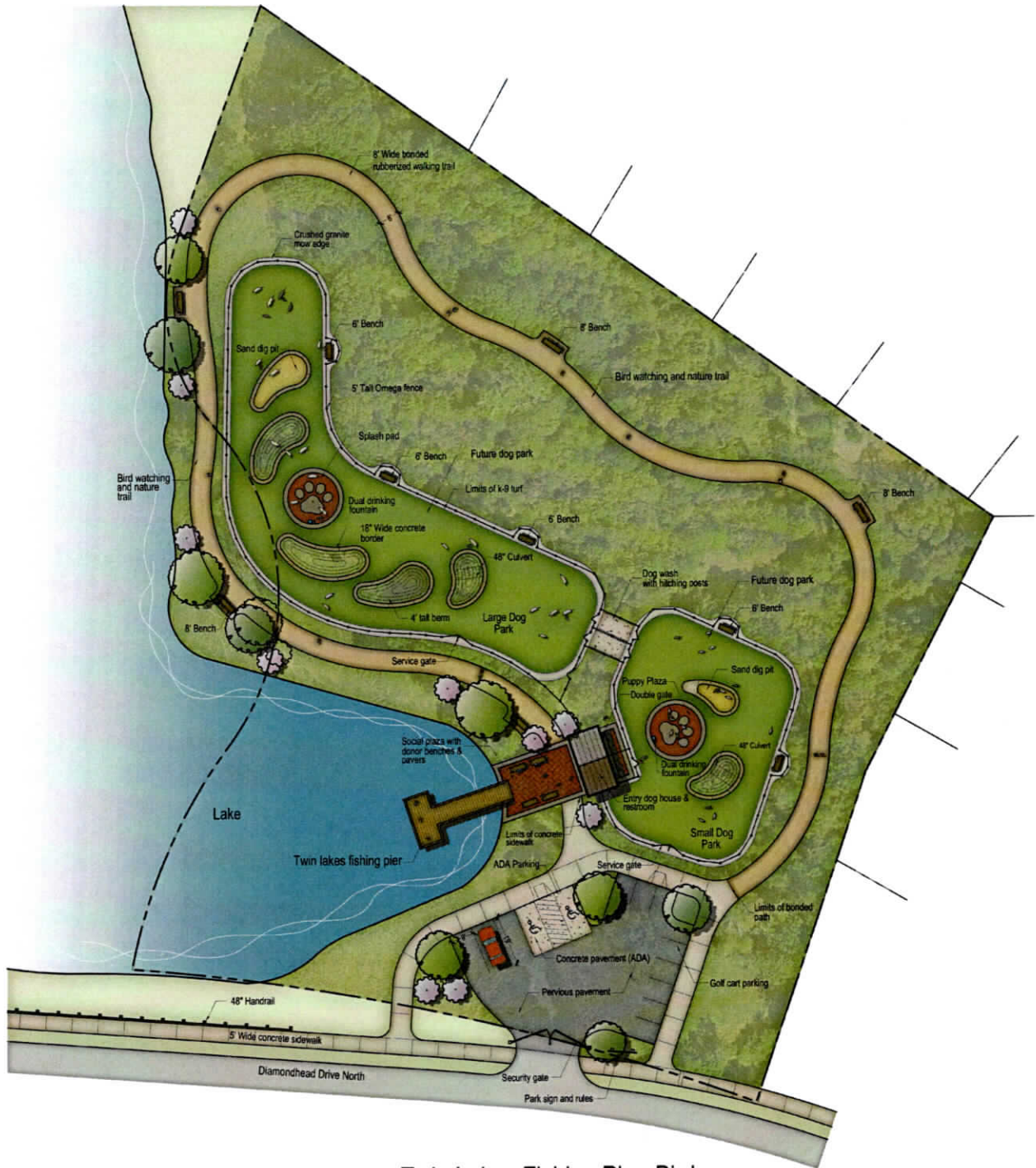
10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

Golf cart and car parking will be available with porous pavement to secure runoff. Handicap parking will be provided with pavement and access ramps to the ADA nature trail. Public restrooms and drinking fountain will be available.

The nature trail meanders through the woods allowing access to nature, bird watching while enhancing public fitness. The public pier, view dock and brick paver sitting area will allow fishing and observation with educational signage.

This project will allow all residents access to nature and water ways that are currently not accessible. The walking trail gives all residents an opportunity to enjoy nature while learning from the educational signage.

This project will provide conservation, preservation, education and enhance public access to the waterways.



Twin Lakes Fishing Pier, Bird Watching and Nature Trail Park

• Conceptual Site Plan •
The City of Diamondhead, Mississippi



Diamondhead Fishing Pier and Boardwalk

Earthwork, Paving & Pathways	Total Cost
Clearing and Grubbing	\$9,571.12
Porous Pavement	\$4,245.60
Excavation	\$10,307.36
4" Concrete sidewalk, Pavement	\$20,000.00
Bonded Rubber Path (8' wide)	\$78,500.00
Stained Concrete	\$5,100.00
Concrete Pavers	\$12,650.00
Subtotal	\$140,374.08
Utilities	Total Cost
Sewer Laterals	\$2,737.50
Sewer Cleanouts	\$700.00
Water Lateral (1")	\$3,760.00
Water Meter	\$260.00
Electrical (underground, in conduit)	\$6,370.00
Pole lights (underground wiring)	\$12,500.00
Low voltage lighting	\$8,500.00
Subtotal	\$34,827.50
Landscaping & Irrigation	Total Cost
Sod	\$8,047.20
Irrigation	\$8,851.92
Trees (ornamental)	\$3,000.00
Shade Trees (3-1/2"Call)	\$3,600.00
Shrubs, Ground Cover, Annuals	\$3,500.00
Subtotal	\$26,999.12
Structures, Signage & Miscellaneous	Total Cost
Restroom and Storage	\$13,529.00
Signage	\$1,850.00
Fishing Dock	\$15,400.00
Benches (8' long backless)	\$7,200.00
Benche (6' long w/Back Rest)	\$3,600.00
Subtotal	\$41,579.00
TOTAL	\$243,779.70

2021-081

Item No.7.



March 18, 2021

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

Dear Councilmembers:

Attached for your review and consideration are invoices from Pickering Firm, Inc. in the amounts of \$701.25 for the strategic initiatives project and \$1575.00 for the Hilo Street Culvert Project for a total of \$2,276.25.

If you find these to documents to be in order, please proceed with approval for payment.

Sincerely,


Michael Reso
City Manager

MR:jk

2021-081

Item No.7.



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

City of Diamonhead
5000 Diamondhead Circle
Diamondhead, MS 39525

March 8, 2021
Project No: 25742.00
Invoice No: 0088801

City of Diamondhead
Strategic Initiatives & Project Agreement

Purchase Order # 2020-0489

Professional Services from January 31, 2021 to February 27, 2021

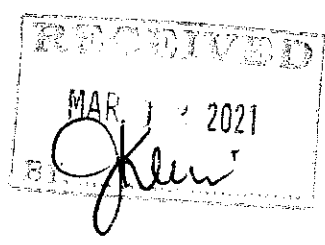
Professional Personnel

	Hours	Rate	Amount	
ENGINEER				
Phelan, Andy	4.25	105.00	446.25	
SENIOR DESIGNER				
Ballweber, Jeff	3.00	85.00	255.00	
Totals	7.25		701.25	
Total Labor				701.25

Billing Limits	Current	Prior	To-Date	
Total Billings	701.25	963.75	1,665.00	
Limit			35,000.00	
Remaining			33,335.00	
		Total this Invoice		\$701.25

Outstanding Invoices

Number	Date	Balance
0088646	2/9/2021	386.25
Total		386.25



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

PAYMENT DUE ON RECEIPT

Detailed Timesheet for the Period Ending 2/27/2021

Tuesday, March 9, 2021
10:16:29 AM

Pickering

Employee 01551 Phelan, Andy

25742.00

Diamondhead - Strategic Initiatives

89006

Reg

2.50

Total Hr	Sun 2/21	Mon 2/22	Tue 2/23	Wed 2/24	Thu 2/25	Fri 2/26	Sat 2/27
2.50		1.50		1.00			

Client: City of Diamondhead

2/22 meet with client/mayor
2/24 coord latest NRCS with inspector

Detailed Timesheet for the Period Ending 2/20/2021

Tuesday, March 9, 2021
10:17:14 AM

Pickering

Employee 01551 Phelan, Andy

Total Hr	Sun 2/14	Mon 2/15	Tue 2/16	Wed 2/17	Thu 2/18	Fri 2/19	Sat 2/20
1.75					1.75		

Client: City of Diamondhead

25742.00 Diamondhead - Strategic Initiatives

89006	Reg	1.75					
-------	-----	------	--	--	--	--	--

2/18 prepare and submit NRCS applications

Detailed Timesheet for the Period Ending 2/13/2021

Tuesday, March 9, 2021
10:18:21 AM

Pickering

Employee 02003 Ballweber, Jeff

Total Hr	Sun 2/7	Mon 2/8	Tue 2/9	Wed 2/10	Thu 2/11	Fri 2/12	Sat 2/13
1.00			1.00				

Client: City of Diamondhead

80312 Diamondhead - Strategic Initiatives

Reg 1.00

2/9 NRCS&COE funding Opps

Detailed Timesheet for the Period Ending 2/20/2021

Tuesday, March 9, 2021
10:18:58 AM

Pickering

Employee **02003** **Ballweber, Jeff**

Total Hr	Sun 2/14	Mon 2/15	Tue 2/16	Wed 2/17	Thu 2/18	Fri 2/19	Sat 2/20
1.00				1.00			

Client: City of Diamondhead

80312 Diamondhead - Strategic Initiatives

Reg 1.00

2/17 CWA 319 BMP Plans

25742.00

Detailed Timesheet for the Period Ending 2/27/2021.

Tuesday, March 9, 2021
10:19:45 AM

Pickering

Employee **02003** Ballweber, Jeff

Total Hr	Sun 2/21	Mon 2/22	Tue 2/23	Wed 2/24	Thu 2/25	Fri 2/26	Sat 2/27
1.00							

80312 Diamondhead - Strategic Initiatives

Client: City of Diamondhead

Reg 1.00

1.00							
------	--	--	--	--	--	--	--

2/22 Funding Strategy Meeting

RECEIVED
MAR 15 2021
By: *garbu*



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

City of Diamonhead
5000 Diamondhead Circle
Diamondhead, MS 39525

March 8, 2021
Project No: 26025.00
Invoice No: 0088802

Hilo Street Culverty Replacement - Investigation
Work Assignment No. 00-09-2021

Client Contact: Michael Reso

Professional Services from January 31, 2021 to February 27, 2021

001	Survey			
Fee				
Total Fee	2,000.00			
Percent Complete	100.00	Total Earned	2,000.00	
		Previous Fee Billing	2,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

002	Engineering Assessment			
Professional Personnel				
		Hours	Rate	Amount
PROJECT ENGINEER				
Phelan, Andy		21.00	75.00	1,575.00
Totals		21.00		1,575.00
Total Labor				1,575.00
Billing Limits		Current	Prior	To-Date
Total Billings		1,575.00	225.00	1,800.00
Limit				2,500.00
Remaining				700.00
		Total this Task		\$1,575.00
		Total this Invoice		\$1,575.00

Outstanding Invoices		
Number	Date	Balance
0088649	2/9/2021	2,225.00
Total		2,225.00

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

PAYMENT DUE ON RECEIPT

Detailed Timesheet for the Period Ending 2/6/2021

Tuesday, March 9, 2021
10:22:38 AM

Item No.7.

Pickering

Employee 01551 Phelan, Andy

Total Hr	Sun 1/31	Mon 2/1	Tue 2/2	Wed 2/3	Thu 2/4	Fri 2/5	Sat 2/6
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Client: City of Diamondhead

26025.00 Hilo Street Culvert
002 Engineering Assessment

Reg	89001	9.25	4.50	3.25			1.50
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- 2/1 report, design
- 2/2 report updates, client update, graphics
- 2/5 survey review, design updates

Detailed Timesheet for the Period Ending 2/13/2021

Tuesday, March 9, 2021
10:23:37 AM

Item No.7.

Pickering

Employee 01551 Phelan, Andy

Total Hr	Sun 2/7	Mon 2/8	Tue 2/9	Wed 2/10	Thu 2/11	Fri 2/12	Sat 2/13
----------	---------	---------	---------	----------	----------	----------	----------

Client: City of Diamondhead

26025.00 Hilo Street Culvert

002 Engineering Assessment

89001

Reg	1.00	1.50	1.25	1.75			
-----	------	------	------	------	--	--	--

- 2/8 rpt updates
- 2/9 rpt updates
- 2/10 report
- 2/11 finish draft and forward to client

Detailed Timesheet for the Period Ending 2/20/2021

Tuesday, March 9, 2021
10:24:26 AM

Pickering

Employee 01551 Phelan, Andy

26025.00 Hilo Street Culvert
002 Engineering Assessment

89001

Reg

Client: City of Diamondhead

Total Hr	Sun 2/14	Mon 2/15	Tue 2/16	Wed 2/17	Thu 2/18	Fri 2/19	Sat 2/20
5.25				5.25			

2/17 finalize rpt and present at ocuncil.

Detailed Timesheet for the Period Ending 2/27/2021

Tuesday, March 9, 2021
10:25:14 AM

Item No.7.

Pickering

Employee 01551 Phelan, Andy

Total Hr	Sun 2/21	Mon 2/22	Tue 2/23	Wed 2/24	Thu 2/25	Fri 2/26	Sat 2/27
----------	----------	----------	----------	----------	----------	----------	----------

Client: City of Diamondhead

Hilo Street Culvert

Engineering Assessment

89001

Reg

2/26 survey review

1.00							1.00
------	--	--	--	--	--	--	------



March 18, 2021

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

Dear Councilmembers:

Attached for your review and consideration are Invoice 12752 for \$1143 for professional services related to Memorial Diagnostic Clinic Plan Review and Invoice #12753 for \$7500 for professional services relating to City Hall Parking Lot for a total payment of \$8,643 from Machada-Patano.

If you find these to documents to be in order, please proceed with approval for payment.

Sincerely,



Michael Reso
City Manager

MR:jk



2021-083

Item No.8.

918 Howard Ave. Suite F
 Biloxi, MS 39530
 (228)388-1950

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525
 Ronald Jones

Invoice number 12752
 Date 03/15/2021

Project **0275.20.002 Diamondhead Master Services Plan Review**

Professional Services through March 03, 2021

PO # 2020-0487

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
MEMORIAL DIAGNOSTIC CLINIC PLAN REVIEW	0.00	0.00	0.00	1,143.00	-1,143.00	1,143.00
Total	0.00	0.00	0.00	1,143.00	-1,143.00	1,143.00

Fees

Memorial Diagnostic Clinic Plan Review

	Hours	Rate	Billed Amount
Principal Engineer			
Gerrod W. Kilpatrick			
Project Time	2.00	135.00	270.00
Structural Review Letter			
Structural Review Letter			
Sr. Project Manager			
Adam D. Colledge			
Project Time	9.00	97.00	873.00
Structural Review of Plans			
Plan Review			
Phase subtotal	11.00		1,143.00
Fees subtotal	11.00		1,143.00

Invoice total **1,143.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
12752	03/15/2021	1,143.00	1,143.00				
	Total	1,143.00	1,143.00	0.00	0.00	0.00	0.00



Item No.8.

City of Diamondhead
Project **0275.20.002 Diamondhead Master Services Plan Review**

Invoice number 12752
Date 03/15/2021

Approved by:

A handwritten signature in blue ink, appearing to read 'Gerrod W. Kilpatrick'.

Gerrod W. Kilpatrick
Principal

Remit Payment to:
Machado | Patano
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted



Item No.8.

918 Howard Ave. Suite F
Biloxi, MS 39530
(228)388-1950

2021-083

City of Diamondhead
Michael Reso
5000 Diamondhead Circle
Diamondhead, MS 39525

Invoice number 12753
Date 03/15/2021

Project 0275.20.003 CITY HALL PARKING LOT

Professional Services through March 15, 2021

PO # 2020-0591

Description	Contract Amount	Total Billed	Percent Complete	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,000.00	3,000.00	100.00	3,000.00	0.00	0.00
Task 2 - Civil Engineering	10,500.00	10,500.00	100.00	3,000.00	0.00	7,500.00
Task 3 - Electrical - Parking Lot Lighting	2,500.00	0.00	0.00	0.00	2,500.00	0.00
Task 4 - Bid and Construction Phase Services	6,000.00	0.00	0.00	0.00	6,000.00	0.00
Total	22,000.00	13,500.00	61.36	6,000.00	8,500.00	7,500.00

Invoice total **7,500.00**

Approved by:

Gerrod W. Kilpatrick
Principal

Remit Payment to:
Machado | Patano
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted



March 18, 2021

Mayor Nancy Depreo
City of Diamondhead
5000 Diamondhead Circle
Diamondhead Ms 39525

Re: Cruisin' The Coast 2020

Dear Mayor Depreo:

As we move forward with our preparations for Cruisin' The Coast 2021, our 25th Anniversary event, we would like to thank you for your years of support of CTC and Coastal Mississippi. We invite you to join us again as we celebrate this milestone year.

The following proposal defines the agreement between Cruisin' The Coast (CTC) and the City of Diamondhead for the event, Blessing of the Classics, to be held Wednesday, October 6, from 3 P.M. – 6 P.M.

City of Diamondhead will provide:

- Event fee of \$4,000
- Volunteers to staff the event
- Traffic control
- Port-o-lets
- Signage
- Liaison between City and CTC.

Cruisin' The Coast will provide:

- Promotion of the event in all appropriate printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. (Printing of 9,000 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC by September 22.)
- 10 tickets to the Kickoff Sponsor Party.
- 10 Sponsor T-shirts

General:

- Outside vendors, not associated with a local merchant, will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. The City of Diamondhead is responsible for any sales tax issue arising from the event.
- ET Motorgear is the official apparel vendor of Cruisin' The Coast, other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast.
- All media releases, press conferences, and any collateral materials promoting the event must be approved in advance by CTC. CTC must approve any advertisements by sponsors of event. CTC is a registered trademark and any use of the CTC logo and the words "Cruisin" The Coast" must be approved by CTC.
- The City of Diamondhead will obtain appropriate liability insurance and list CTC as an additional insured.

Enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 3001, Gulfport, MS 39505

Representative of CTC

Representative of City of Diamondhead

[Handwritten Signature]
Signature

Signature

Sherwood R "Woody" Barz, Jr.
Print Name

Print Name

Executive Director
Title

Title

3/18/21
Date

Date

CC: Michael Reso, City Manager



March 18, 2021

INVOICE

FROM: SHERWOOD R. BAILEY, JR.
CRUISIN' THE COAST® EXECUTIVE DIRECTOR

TO: CITY OF DIAMONDHEAD
Mayor Nancy Depreo
5000 Diamondhead Circle
Diamondhead Ms 39525

AMOUNT: \$4,000.00

FOR: CRUISIN' THE COAST® 2021 EVENT SPONSORSHIP

THANK YOU FOR YOUR SUPPORT OF CRUISIN' THE COAST.

DUE DATE: May 1, 2021

PLEASE MAKE CHECK PAYABLE TO: CRUISIN' THE COAST, INC.
P.O. BOX 3001
Gulfport, MS 39505

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Diamondhead, MS, (Sponsor) and applies to the "Cruisin the Coast" event of: Wednesday, Oct. 6, 2021. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues Wednesday, Oct. 6, 2021
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$4,000.00 as consideration for hosting a portion of the event at its site.
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.
10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.
11. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises.
12. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.
13. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.
14. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on its premises.
15. Sponsor and CTC agree to indemnify the other as it may relate to any claim or suit that is the result of the negligence of the other. As such, sponsor will agree to indemnify CTC for any claim or suit which alleges negligence of sponsor concerning the premises tendered or any conduct or activity of sponsor that resulted in a suit or claim by a third person. Likewise, CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury alleged including any suit for conduct arising out of the activities of CTC.
16. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of

state or federal law.

17. No lewd or lascivious activity will be engaged in by CTC, or it's agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

18. Time is of the essence of this agreement.

19. This agreement may be amended but only upon a writing and signed by the parties.

20. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.

21. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor except with it's express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

22. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

23. Subject to paragraph 24, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."

24. Notwithstanding paragraph 25, both parties agree to resolve all claims by and between themselves and for those arising out of or pursuant to this agreement by arbitration which will be preceded by voluntary mediation. Any mediator or arbitrator obtained herein shall be selected by agreement of the parties or pursuant to the procedures set out and mandated by the American Arbitration Association or equivalent. In the event of any claim by and between the parties hereto, such mediation or arbitration shall occur only in Harrison County, Mississippi.

25. Subject to the provisions of paragraph 24, no suit may be filed by and between the parties in any jurisdiction other than Harrison County except to enforce the mediation and/or arbitration provisions herein or an award of an arbitrator.

26. This agreement shall expire at midnight on the last full day of the event as scheduled.

27. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.

28. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.

29. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 19.

30: Special Provisions, if any, are attached and constitute an amendment under Paragraph 19 without signature if attached at the time of the signature of this Agreement.

Cruisin' the Coast, Inc.

City of Diamondhead, MS

By: [Signature]
SHERWOOD R. BAILEY, JR.

By: _____
[name]

Date: 3/18/21

Date: _____



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

Equipment Disposition Request

Department : Court

Fixed Asset #	Description of Item	Quantity Disposed	Month/Yr Purchased	Asset Tag #	Unit Cost	Net Asset Value	Equipment Condition	Recommended Disposition Method/Action
00000268	Dell Latitude Laptop	1	03/2015	00000256	1,135.00	11.35	Broken	AGJ recommends replacing/ Out of Warranty

Approval Signature

Department Head : *Dolita N Swain* Date 3/24/21

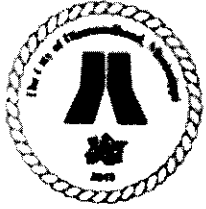
FA Coordinator : *[Signature]* 3/24/21

City Manager : *[Signature]* 3-24-21

Physical Condition Guide:
 P - Poor
 F - Fair
 G - Good
 E - Excellent
 U - Unknown

My Asset Master Report**By Asset ID**

As of 03/24/2021



City of Diamondhead, MS

Asset ID: 00000268

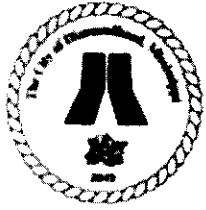
Serial Number: 1XFOP32
 Tag Number: 00000256
 Primary Location: City Hall
 Sec. Location:
 Original Cost: 1,086.00
 Improvements: 49.00
 Partial Disposals: 0.00
 Adjusted Cost: 1,135.00
 Accum. Depreciation: 1,123.65
 Net Asset Value: 11.35

Department: Court
 Class: Office Machine/Equip
 Category: Yes
 Units: 0
 Type: Normal
 Acquisit. Method: Purchased
 Date Acquired: 3/17/2015
 Original Life: 36.00 Months
 Improved Life: 0.00 Months
 Disposed Life: 0.00 Months
 Asset Life: 36.00 Months

Description:
 Dell Latitude Laptop
 Computer/docking station
 May 2018 Moved from Court to
 PW Director
 Depreciable: Y
 Depr. Method: Straight Line
 Salvage Value: 11.35
 Replacement Cost: 0.00
 Date Last Depr.: 9/30/2018

Asset Control Acct: 001-000-084.00
 Accumulated Acct: 001-000-085.00
 Expense Acct: 001-140-990.00

Vendor: AGJ
 Invoice Number: 40086
 PO Number: 2015-0123



City of Diamondhead, MS

Item No. 10.

Disposal Register

Partially Disposed Assets

Packet FAPKT00267 - Court Laptop - 00000268 Broken

*** No partially disposed assets in this packet ***

***** No fully disposal reversals in this packet *****

General Ledger Detail

Fund	Account Number	Account Name	Amount	Reversal	IFT
Asset ID: 00000268		Post Date: 3/24/2021			
001	<u>001-000-084.00</u>	OFFICE EQUIPMENT	-1,135.00		
001	<u>001-000-085.00</u>	ACCUMULATED DEPRECIATION -	1,123.65		
001	<u>001-000-394.00</u>	Gain/Loss on Sale of Assets		11.35	

General Ledger Summary

Full Disposal Assets: 1

Fund	Account Number	Account Name	Amount	IFT
001	<u>001-000-084.00</u>	OFFICE EQUIPMENT	-1,135.00	
001	<u>001-000-085.00</u>	ACCUMULATED DEPRECIATION -	1,123.65	
001	<u>001-000-394.00</u>	Gain/Loss on Sale of Assets	11.35	
		Fund 001 Totals:	<u>0.00</u>	

2021-093

Item No. 11.



March 31, 2021

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

Dear Councilmembers:

Attached for your review and consideration is Invoice No. 51715996 from Tetra-Tech for Hurricane Zeta debris monitoring services in the amount of \$36,563.38. This is the final invoice for the project.

If you find these to documents to be in order, please proceed with approval for payment.

Sincerely,

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

Michael Reso
City Manager

MR:jk

March 26, 2021

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

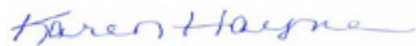
Subject: 105S017505 Diamondhead MS DMS 2020 Zeta

Enclosed is Tetra Tech Invoice No. 51715996 for services provided through February 19, 2021.

If you should have any questions regarding this invoice, please do not hesitate to email karen.hayne@tetrattech.com or call me at (407) 968-1650.

Sincerely,

Tetra Tech, Inc.



Karen Hayne
Senior Billing Specialist

Enclosed: Invoice



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

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

INVOICE NUMBER: 51715996
INVOICE DATE: 3/26/2021
FEDERAL TAX ID#: 95-4148514
BILLING PERIOD: 1/23/21-2/19/21

PROFESSIONAL SERVICES: 105S017505 Diamondhead MS DMS 2020 Zeta

LABOR

Billing Title	Hours	Rate	Amount
Debris Management Consultant	34.00	\$ 75.00	\$ 2,550.00
Project Manager	140.00	\$ 75.00	\$ 10,500.00
Debris Monitor Supervisor	192.25	\$ 48.00	\$ 9,228.00
Debris Monitors	484.25	\$ 29.50	\$ 14,285.38
Grand Total	850.50	\$	36,563.38
TOTAL AMOUNT DUE THIS INVOICE: \$			36,563.38

REMIT PAYMENT TO:

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

OR

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

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

ADVERTISEMENT FOR BIDS

City of Diamondhead, Mississippi

The City of Diamondhead, Mississippi, will receive bids for:

*NRCS GRANT – CHANNEL STABILIZATION
AT DIAMONDHEAD DRIVE @ ALKII WAY
NR204423XXXXC080
DIAMONDHEAD, MISSISSIPPI*

*PICKERING FIRM, INC.
PROJECT NO. 25748.00*

at the Office of City Clerk located at 5000 Diamondhead Circle, Diamondhead, Mississippi, 39525, during normal office hours at any time prior to the designated date for the bid opening. Bids will then be publicly opened at any time prior to the designated date for the bid opening. Bids will then be publicly opened and read aloud at 10:00 A.M., Wednesday, May 12, 2021.

Bids are invited for all materials, labor, tolls, and services necessary to install and perform:

- Removal of debris, minimal channel shaping, excavation, and channel armoring necessary for positive drainage along approximately 732 linear feet of the existing channel beginning north of Interstate 10 east of Alkii Way and ending at the right-of-way southeast of the intersection of Alkii Way and Diamondhead Drive East.

Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Diamondhead, Mississippi. Official bid documents can also be downloaded from www.diamondheadbids.com. Electronic bids can be submitted at www.diamondheadbids.com. Bidder will be liable for any and all costs related to downloading electronic files, ordering hard copies, or costs otherwise related to obtaining documents and / or submitting bids. Any questions regarding the electronic bidding service should be directed to Planhouse Bidding Group at 662-407-0193, all other questions should be sent by email to Jeannie Klein jklein@diamondhead.ms.gov. Bid Documents can also be viewed electronically, but not obtained or downloaded, at www.PickeringFirmPlanRoom.com.

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

Pickering Firm, Inc.
126 Rue Magnolia
Biloxi, Mississippi, 39530

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi, 39525

A certified check or bank draft payable to the order of City of Diamondhead, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City and Diamondhead, “NRCS GRANT – CHANNEL STABILIZATION AT DIAMONDHEAD DRIVE @ ALKII WAY”, shall be submitted with each bid.

For bids exceeding \$50,000 Bidder must indicate Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly “Bid does not exceed \$50,000.”

The City of Diamondhead, Mississippi, reserves the right to reject any or all bids to waive any informalities in the bidding.

Bids may be held by the City of Diamondhead, Mississippi for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Done by order of the Mayor and Diamondhead City Council, April 5, 2021.

City of Diamondhead, Mississippi

By _____

Title CITY CLERK

Publish: April 14, 2021 and April 21, 2021

Dog Park Logo Contest

The Dog Park Logo Contest is now going on and will end on April 15, 2021 at 5:00pm. Please share your logo in the comment section of this post to be considered in the selection process. The top ten logos will be voted on by our community and the one receiving the most votes will be selected as the winner. The winner will receive a \$200 cash prize and the logo will be displayed at the park.

When designing your logo, please consider incorporating the City's logo and Hawaiian theme. These are key components in making the top ten list.

Thank you for taking your time to create a logo for our Dog Park. Best of luck to all of you.



Name: _____

Address: _____

Cell/email: _____

Item No.13.

Diamondhead Dog Park Sponsor Sheet

Sponsor Level	Sponsor Cost	Level Selection (Please put an x in box)	Name as it is to appear (first and last name or just one name)
Corporate sponsor Name on plaque on Dog House by entrance	\$15,000.00 and up		
Dog Silhouette on Fence (30) Name on dog	Top Dog (5) \$5,000.00 Medium Dog (10) \$2,500.00 Small Dog (15) \$1,000.00		
Park bench - 8' Benches - around perimeter Plaque on bench with name (5)	\$2,000.00		
Park bench - 6' Benches - inside park Plaque on bench with name (5)	\$1,000.00		
Drinking Fountain (2) Name on plaque on fountain	\$2,500.00		
Hitching Post (2) Name on plaque on Post	\$250.00		
Dog splash pad (2) Name on plaque on splash pad	\$2,500.00		
Sand Dig Pit (2) Name on plaque on concrete border of pit	\$2,500.00		
Memory walk Name on Memory Bricks in front of Pier	\$150.00		
Individual Donations (\$100 and above) Name in Dog bone on wall inside dog house	\$100.00		

March 11, 2021

Dear Sponsor,

On behalf of the City of Diamondhead, I am excited to announce that we are working to build a dog park for our community. Residents have asked for many years about adding this new amenity, and it is finally getting closer to reality!

The City Council established the Diamondhead Dog Park Steering Committee to assist with developing a Dog Park. They have been meeting weekly and working hard on this special project.

Our project site has been selected, and Orion Planning has completed the rendering. We are excited to share with you the rendering of our Dog Park and the projected cost associated with the construction.

To build the new dog park, we will need financial support from our community and businesses. The city is seeking grant opportunities as well. We would be most grateful if you would consider contributing to the Diamondhead Dog Park fundraising effort. Your support is critical to the completion of this amazing project, and we will gladly keep you updated regarding our progress should you wish.

Enclosed is the Dog Park Site Plan and a sponsor form. We have numerous levels of gifts to allow everyone to participate. Please consider a gift at a level that is best for you. Your check is payable to the "City of Diamondhead" and write "Dog Park" in memo line. Contributions are being received at Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead, MS 39525. Your support efforts at every level will make a difference in our community.

Thank you so much for your kind consideration of our request, and we hope to hear from you soon.

Sincerely,

Diamondhead Dog Park Steering Committee

2021-097

Item No. 15.

Diamondhead Dog Park Donations - Restricted Funds

Donor	Date		Check		Receipt	
	Delivered	Name	No.	Donation	Deposit	No.
8	3/12/2021	Vickie/Lisa Stolf	4484	100.00	3/12/2021	3472
9	3/12/2021	Frank Q Woo	3866	200.00	3/12/2021	3472
10	3/12/2021	Betty Maxwell	3589	150.00	3/12/2021	3472
11	3/12/2021	Kathie/Scott Esher	1018	100.00	3/12/2021	3472
12	3/12/2021	Robert Ward/Maria Bourgeois	5534	100.00	3/12/2021	3472
13	3/12/2021	Robert Cagle	3925	100.00	3/12/2021	3472
14	3/12/2021	Piji White	3687	100.00	3/12/2021	3472
15	3/12/2021	Betty Faye Stockman	394	50.00	3/12/2021	3472
16	3/12/2021	Pathmavathi/Terry Naidoo	230	50.00	3/12/2021	3472
17	3/12/2021	Trena Forestier	1056	40.00	3/12/2021	3472
18	3/12/2021	Vickie/Gerald Duet	1367	40.00	3/12/2021	3472
19	3/12/2021	Donna Foster	4740	30.00	3/12/2021	3472
20	3/12/2021	Kathy West	5234	25.00	3/12/2021	3472
21	3/12/2021	Leslie Price	294	25.00	3/12/2021	3472
22	3/12/2021	Sharyn Mann	9011	25.00	3/12/2021	3472
23	3/12/2021	John/Patrica Ellis	9223	10.00	3/12/2021	3472
24	3/12/2021	Larry/Katty Paul	980	20.00	3/12/2021	3472
25	3/12/2021	Eileen O'Brien	2401	30.00	3/12/2021	3472
					1,195.00	3830
26	3/30/2021	Rouses Supermarket	592	500.00		
					500.00	
COUNCIL 4.6.21						1,695.00
TOTAL Collections-to-date				2,140.00	2,140.00	

Agenda Item **# 2020-**

City of Diamondhead, MS
Request for Council Action

TO: Council
FROM: Nancy Depreo

Ordinance Resolution Agreement/Contract Info Only Work Session Only

AGENDA LOCATION: Consent Agenda Regular Agenda

FORMAL AGENDA DATE REQUESTED:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Skatepark and Pump Track Steering Committee. Please see attached Sheet.
Goals: Determine a Location, site layout, cost, and grant opportunities to present to City Manager for consideration. Kick-off Meeting – May 6, 2021 @ 7:00pm Activity Room.

SUMMARY BACKGROUND: As part of the Comprehensive Plan discovery, numerous residents agreed that more youth activities are needed in our community. In addition, a community interest was sparked recently on social media by a post with information about a Skatepark and Pump Track and numerous residents responded positively as something they would use and would like to see come to our community.

IMPACT IF DENIED: We will be missing an opportunity to provide a service that many residents are requesting.

IMPACT IF APPROVED: Raise the quality of life, allow youth recreation close to home and create desirable neighborhoods for residents and future residents.

FINANCIAL IMPACT: Grant opportunities are available.

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

COUNCIL ACTION:

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



CREATED BY B.MURPHY

Post Hurricane Zeta Road Assessment

CITY OF DIAMONDHEAD

Submitted to:

The City of Diamondhead
March 19, 2021

Submitted by:

Southern Mississippi Planning and Development District
and
Civil-Link, LLC



Overview

The Southern Mississippi Planning and Development District and Civil-Link (CL) were tasked by the City of Diamondhead to survey and analyze the debris haul routes utilized most during Hurricane Zeta clean-up, to determine if significant degradation has occurred since completion of the 2018 Road Maintenance and Improvements Plan. Utilizing similar methods as the 2018 study, CL completed the visual road assessment on March 5, 2021, and performed review and analysis of the data collected. Comparing the findings to the 2018 baseline established in the previous study, overall, no significant decline in conditions on the debris haul routes was detected.

Objective

Due to the extensive clean-up following Hurricane Zeta, the City of Diamondhead requested that a condition evaluation be performed to determine if there has been a substantial change in the City's road conditions between the 2018 city road survey and the current conditions.

Methodology

The City of Diamondhead provided a map with the roads selected to be surveyed under this project, totaling 19.8 miles. CL surveyed the roads the morning of March 5, 2021 using a truck-mounted camera system and assigned a road surface rating utilizing the PASER scale. The City of Diamondhead's roads were surveyed in 2018 using the same methodology. Maps were created to compare the previous ratings with current ratings. Also, to assess specific distresses to determine if degradation had occurred, the current video was reviewed and compared with historical imagery sources including the 2018 survey video and Google Street View 2013 and 2019 imagery.

Findings

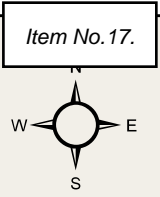
Many of the surveyed roads match the previous ratings, with a few roads declining due to the normal aging of asphalt. For the purposes of this report, a slide of 1 RSR on the PASER Scale is considered normal aging within a 3 year period. Approximately 1.4 miles of the surveyed roads have been overlaid since the last study, so their ratings have increased and are reflected as such. Maps showing the 2021 and 2018 RSR ratings are provided as Exhibits A & B.

While normal aging was noted in some areas of the City, the imagery assessment is perhaps the more telling part of this survey. Along with comparing the overall road ratings, the video imagery was reviewed for distress comparison between the current imagery and historical sources. This review phase helped determine if specific damage had occurred that may have not been apparent in the overall roadway condition rating. Particular attention was paid to distresses along the wheel-paths, such as rutting, potholes, fatigue cracking, longitudinal cracking and mass cracking. Overall, the distresses found in the current video are present in the same locations and in the same general severity in the historical imagery reviewed. Comparison screenshots to display the road conditions and distresses between past and present at selected locations are included in Appendix A. The historical datasource that best shows the condition of the roadway was utilized for this comparison.

Conclusions

The current conditions of the roads are consistent with the previous road conditions and no abnormal degradation has occurred since the 2018 survey. Overall, the distresses currently visible on the roads generally match in severity and location with the historical datasources and are consistent with normal patterns of degradation over time. It does not appear that substantial changes have occurred.

Exhibit A - 2021 Debris Haul Route Conditions



Item No. 17.



RSR	
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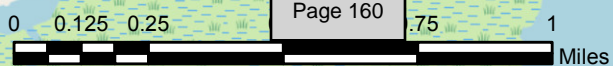
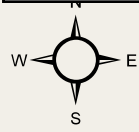


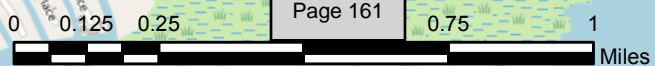
Exhibit B - 2018 Debris Haul Route Conditions

Item No. 17.



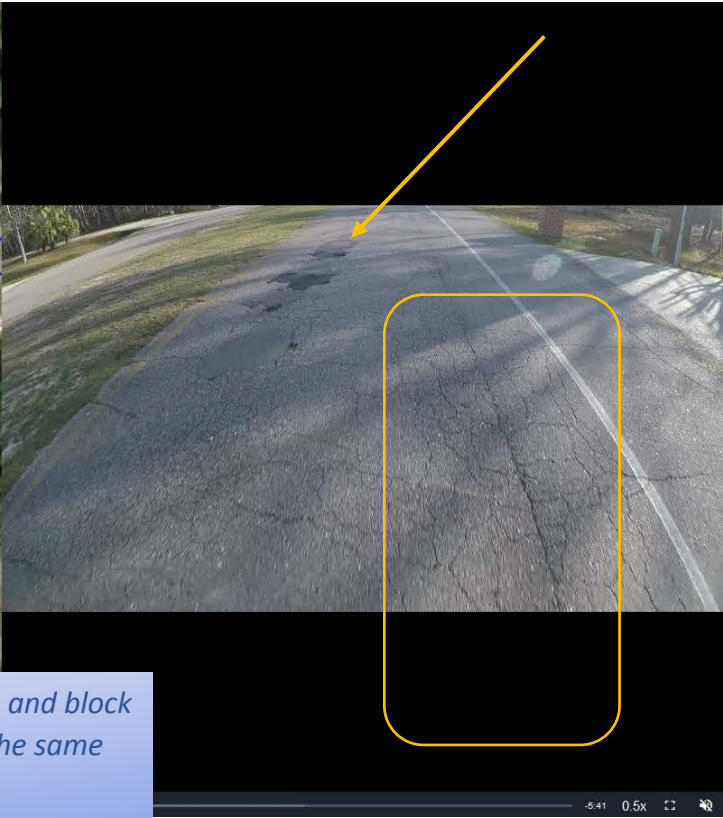
RSR

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Appendix A

Diamondhead Drive East



These distresses, potholes, mass cracking, transverse and block cracking, are visible in current and 2019 imagery in the same locations and general severity.



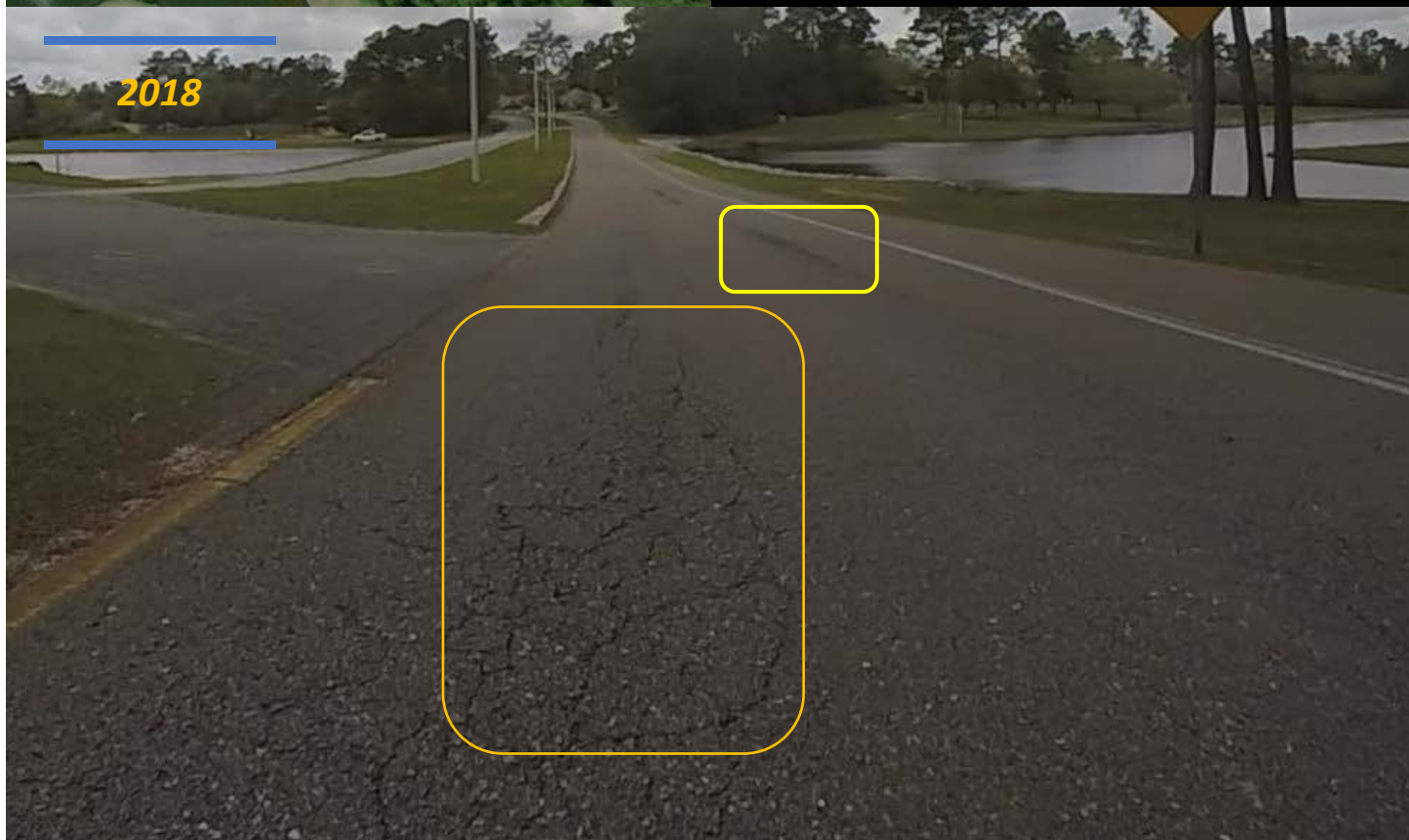
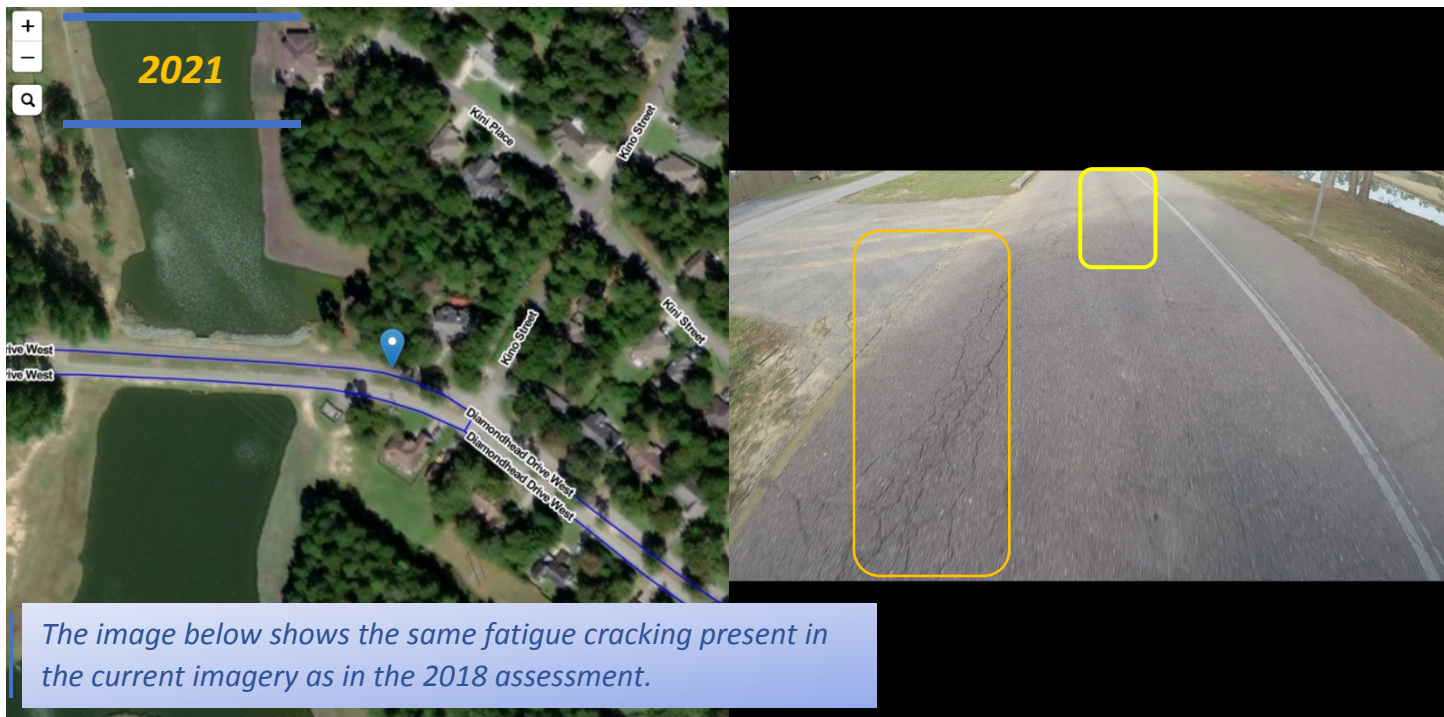
Diamondhead Drive East



These potholes and distresses have worsened over time, but they have been present since 2013. Current conditions are consistent with eight years of traffic over a distressed area such as this.



Diamondhead Drive West over Twin Lakes Dam



Diamondhead Drive West



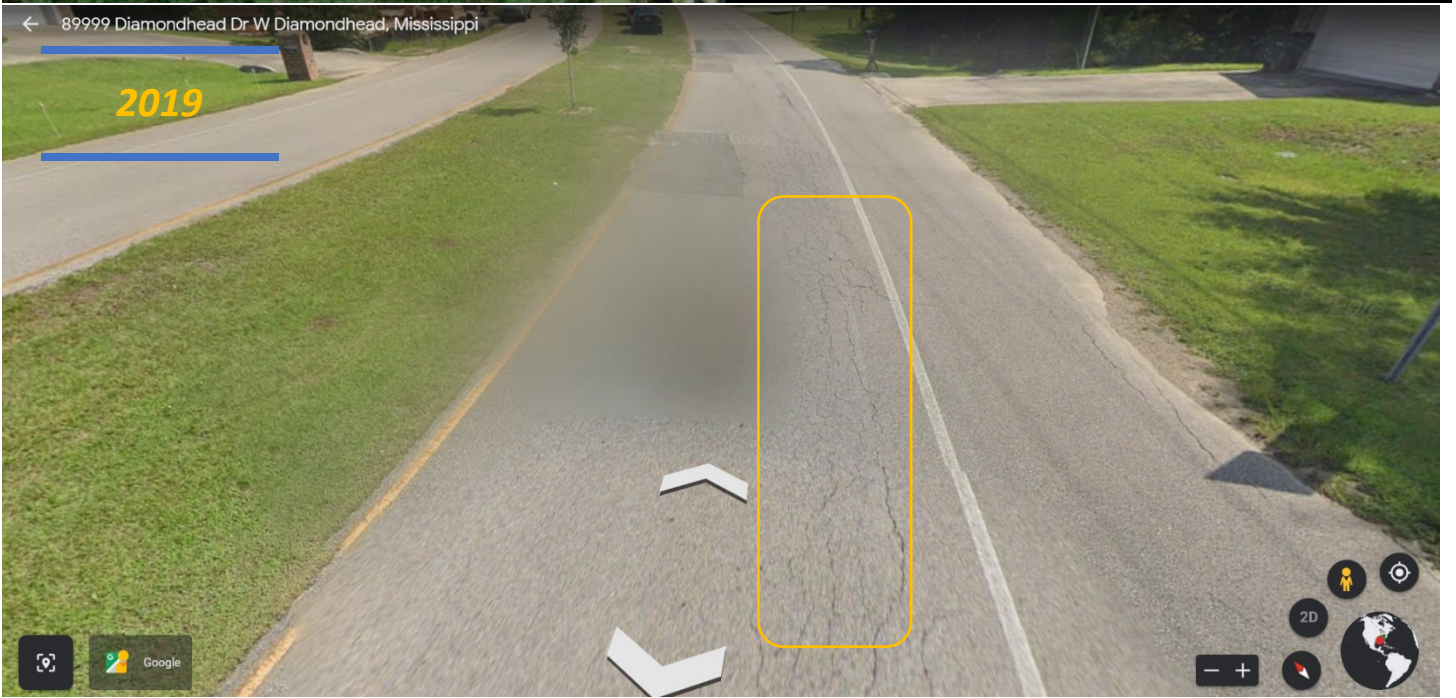
There is significant mass cracking and fatigue cracking along the area between Bayou Drive and 85553 DH Drive West. However, these issues were present in 2019 as indicated in the rectangular areas.



Diamondhead Drive West Continued



Fatigue cracking along the wheelpath was evident in 2019.



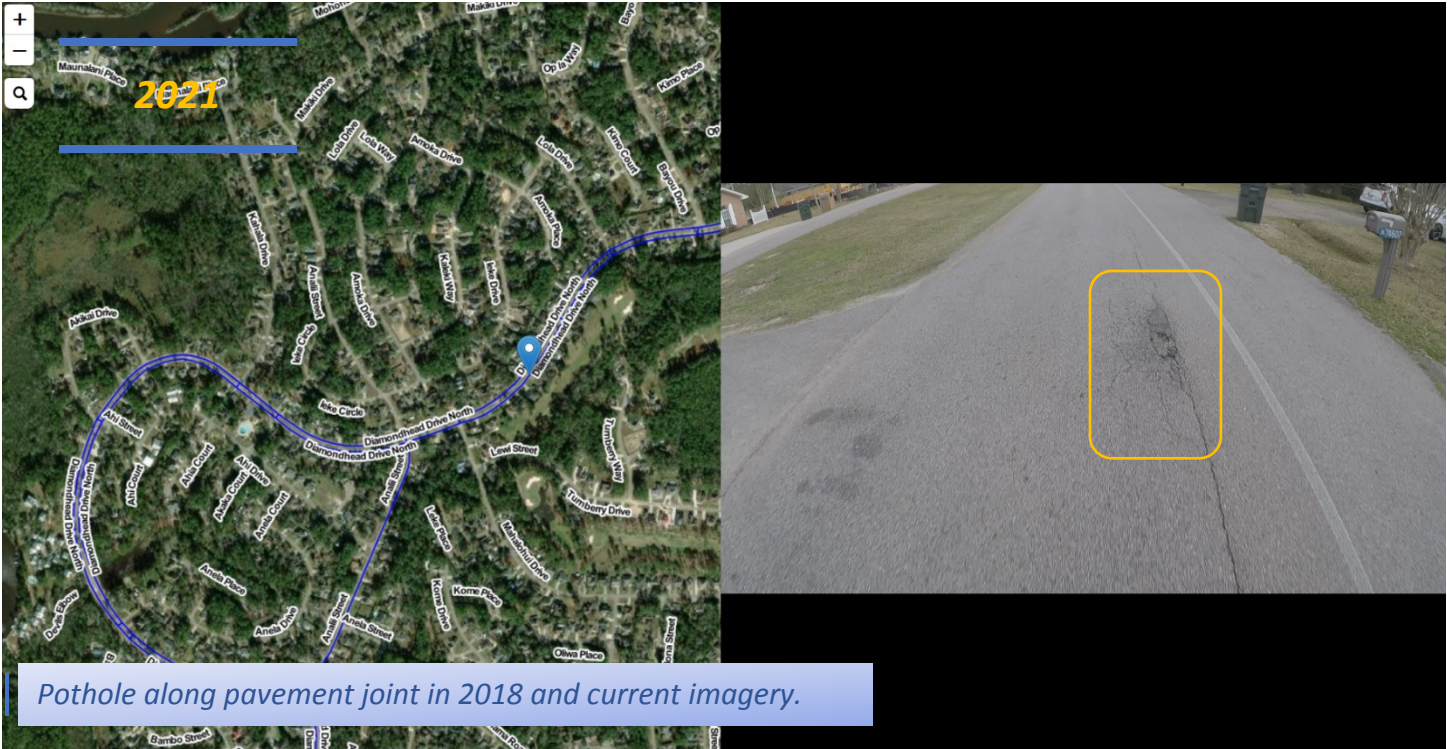
Diamondhead Drive North Shoving



Severe shoving and fatigue cracking at the intersection of Bayou Drive and Diamondhead Drive West in past imagery and present.



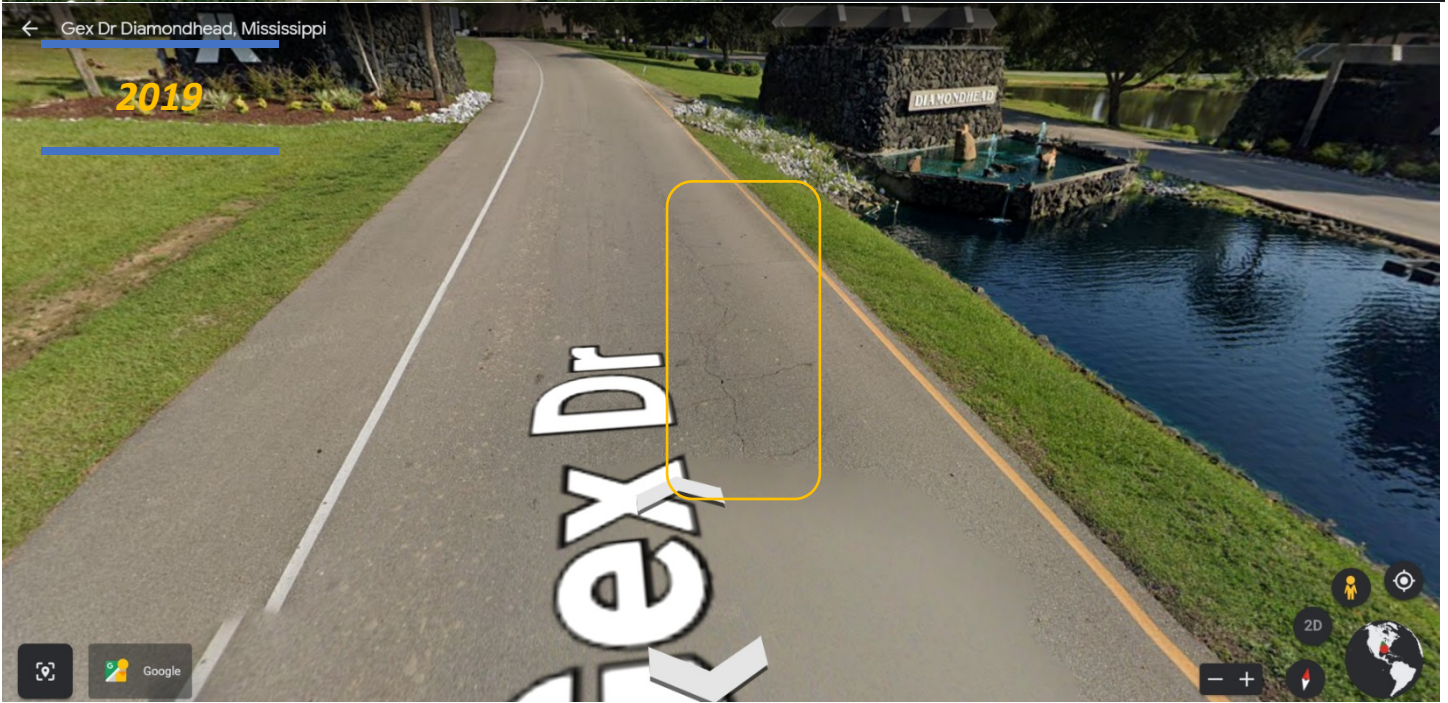
Diamondhead Drive North



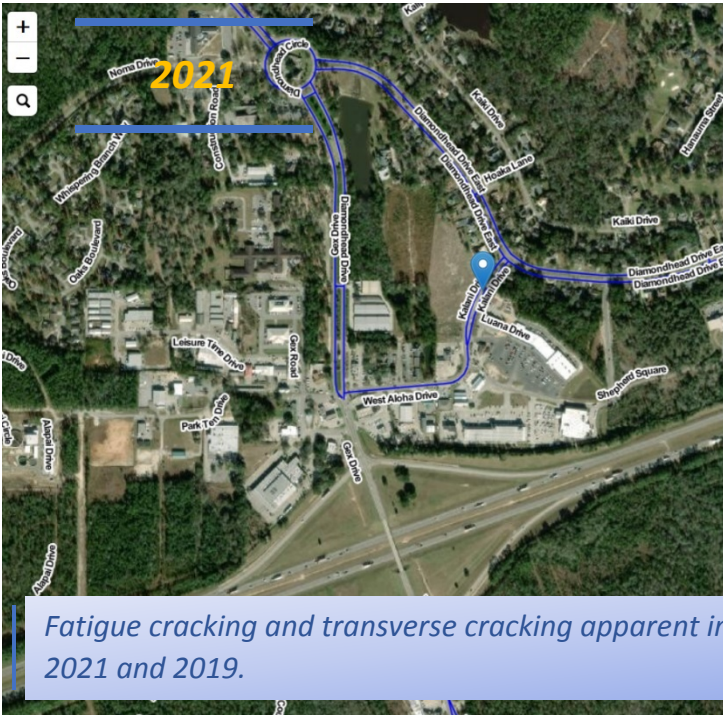
Gex Dr



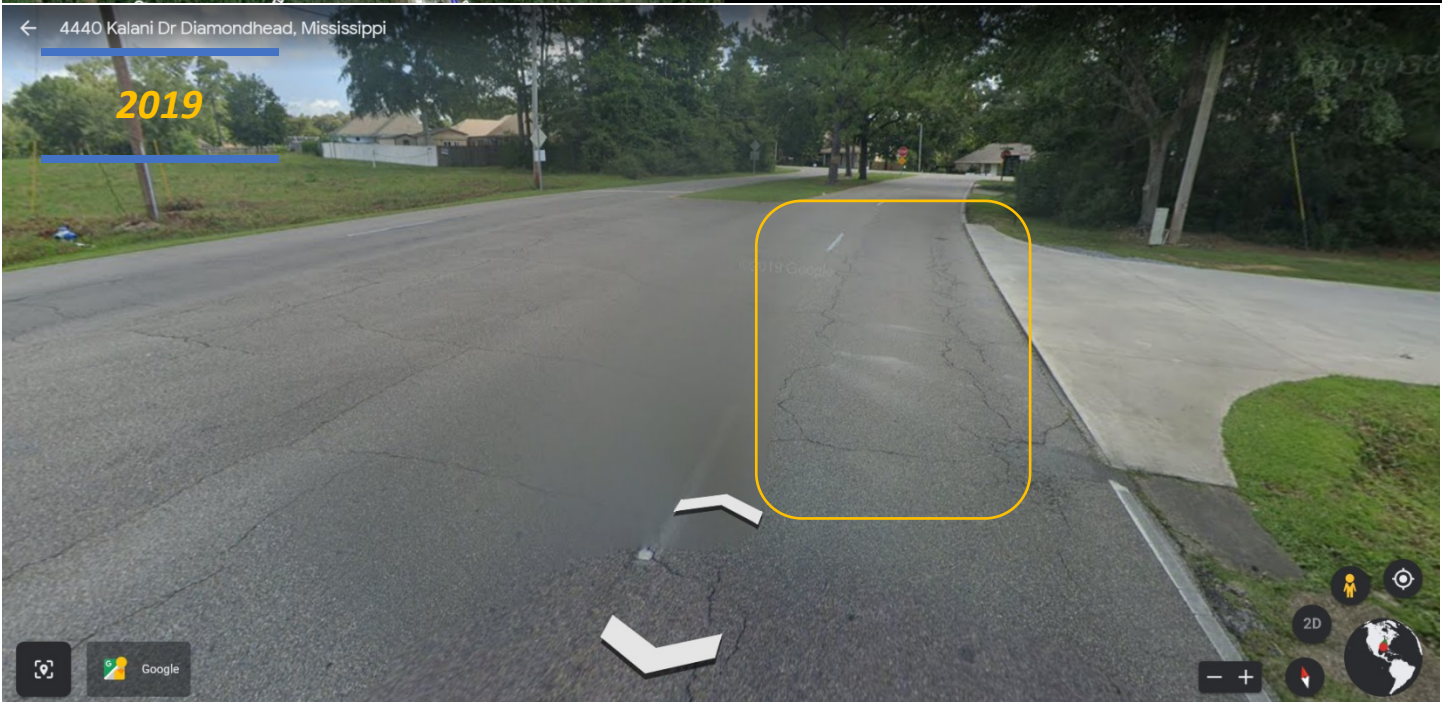
Same fatigue cracking on Gex Dr in 2019 and 2021.



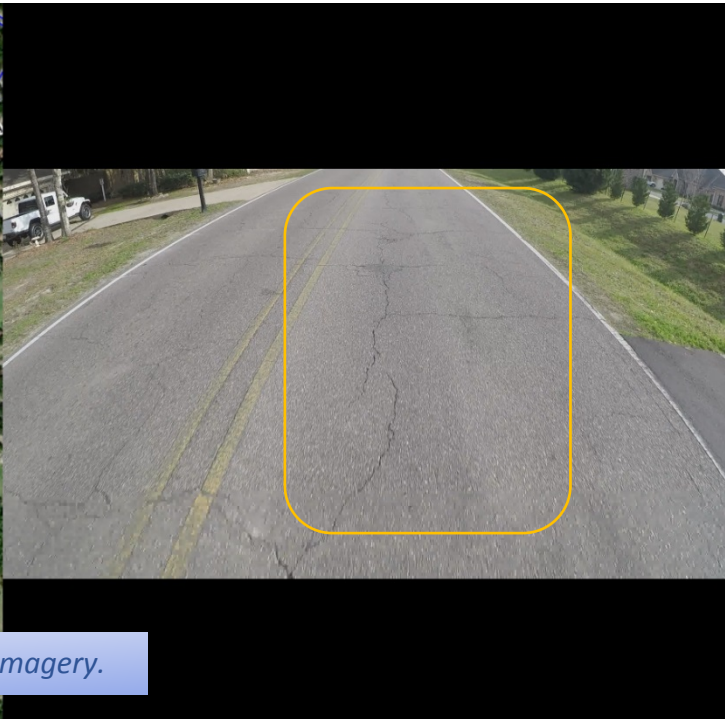
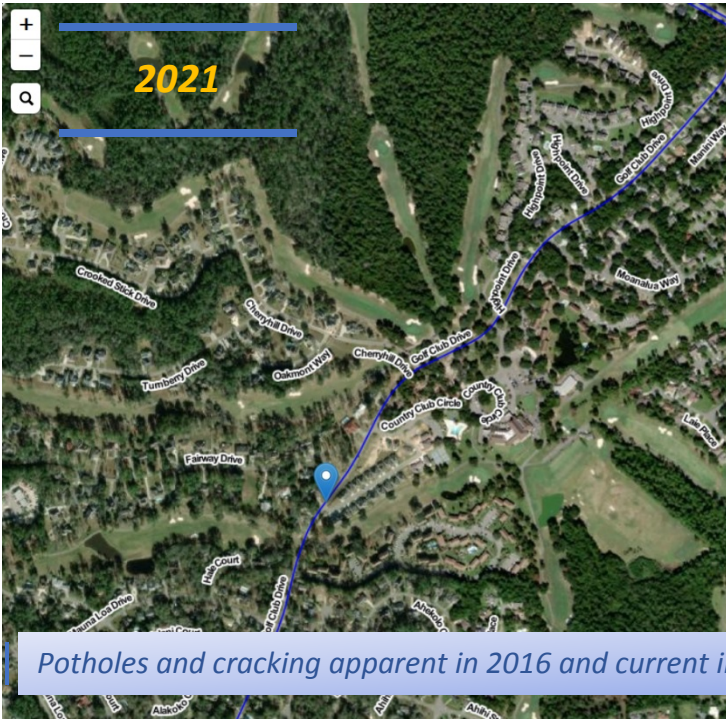
Kalani Dr



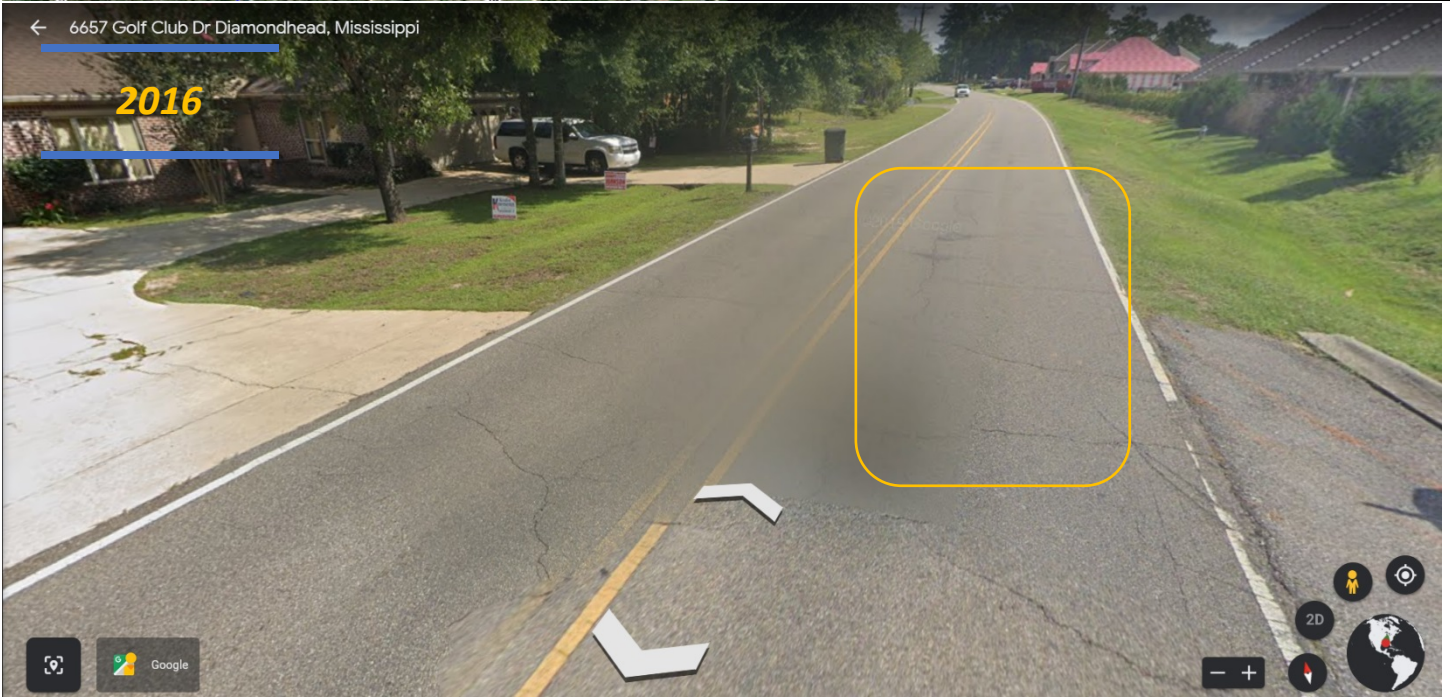
Fatigue cracking and transverse cracking apparent in both 2021 and 2019.



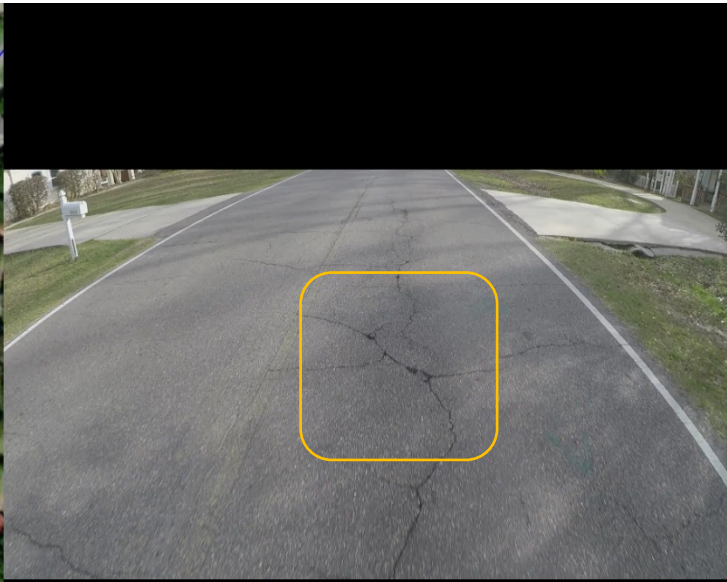
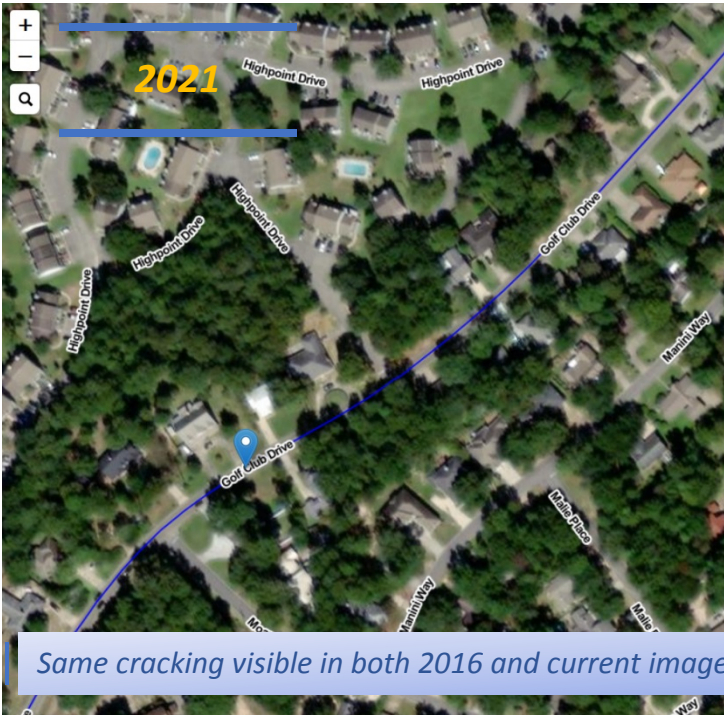
Golf Club Dr



Potholes and cracking apparent in 2016 and current imagery.



Golf Club Dr



Same cracking visible in both 2016 and current imagery.



To: Congressman Palazzo
 From: City of Diamondhead, MS
Re: Community Project Funding Request

**Subcommittee on Transportation, Housing and Urban Development, and Related Agencies
 HUD EDI**

Project Name: Diamondhead Commercial District Transformation Project (Diamondhead, MS)

General description of the project and why it is needed:

Based on the City's adopted Town Center District Masterplan, the Commercial District Transformation Project will connect two distinct parts of the city and provide access to a new technology park, enhance internal traffic flows, reduce regional vehicle miles traveled (VMT), and spur economic/commercial development. Using a complete street approach, Diamondhead envisions a boulevard style roadway that will accommodate multiple modes of travel including bicycles and pedestrians, electric vehicles, charging stations, and mixed-use commercial and residential development. The project will include a multi-modal lane, green space including pocket parks, decorative street lighting, and a thematic design suitable to the Gulf Coast.

This project is scalable and the City will implement the overall Commercial District Transformation Project in Phases which have independent utility and value.

What are the benefits of this project and why is it a priority? NOTE: Benefits could include safety, environmental, economic, equity, mobility, etc. This description will not appear in the House report.

The benefits of this project include:

- Economic Development
- Increased property values and property tax revenue
- Enhanced access to goods & services
- Reduced regional Vehicle Miles Traveled
- Improved traffic operations & safety
- Significant travel time cost savings
- Allows for Senior Citizens to "age-in-place"

This project will directly address the regional sustainability goal of reducing vehicle miles traveled, as identified in the Regional sustainability plan for the U. S. Department of Housing and Urban Development (HUD).

EXAMPLE: These improvements will improve the health and safety of more than 350 seniors that rely on services provided through the center for supplemental meals and health services, as well as to meet requirements under the Americans with Disabilities Act (ADA). As a result of a closure of a nearby community services facility within the County, improvements are necessary to address a recent increase in demand for elderly services and the need to expand the services available at this elderly services facility, which is in close proximity to County’s largest elderly housing development.

Amount requested for the community project and the total project cost:

\$1,000,000 (Scalable based on available funding)

Can the project obligate all appropriated funds within 12 months after enactment? If not, what would be the expected date of obligation?

Yes, the City of Diamondhead has already completed the commercial district transformation project masterplan and has started the pre-construction phase (engineering and permitting).

Estimated start and completion dates:

As previously noted, the project is scalable and pre-construction phase services (engineering and permitting) are underway. Construction of the project would be completed within 12 months of approval of a grant agreement with HUD.

Has the request been submitted to another Subcommittee or Committee this fiscal year? If yes, which one(s)?

Components of the project may qualify for THUD – DOT Local Transportation Priorities (e.g. roadway construction, sidewalks, etc). A complementary Community Project Funding Request can be submitted under Local Transportation Priorities.

Does the project have other public (federal, state, local) and/or private funds committed to meet match or cost-share requirements for costs related to construction, operations, and maintenance? If so, what is the source and amount of those funds? NOTE: The match requirements are defined in statute. While EDI projects do not have a match requirement, other projects associated with a larger development effort may.

The City has committed local funding and state funding has been allocated by the Mississippi State Legislature through the Mississippi Development Authority.

- Local funds committed to date: \$700,000.00
- State funds committed to date: \$1,500,000

Does the project require an environmental review? If so, what is the status and/or outcome of the environmental review and NEPA category of action (if applicable)?

The project would require environmental reviews. A wetland delineation has been completed and the permitting process is underway.

Is the project primarily a service, new construction, rehabilitation, land or site acquisition, planning, or economic development project?

The project is primarily an economic development project with community quality of life benefits.

Does the project primarily benefit persons of low-income or tribal communities?

N/A

Does the project impact beneficiaries of HUD's rental assistance programs (owners, public housing agencies, service providers, or tenants)?

N/A

Who are the community partners participating in this project?

Design charrettes will take place with the Community Associations within Diamondhead and local organizations such as the Chambers of Commerce, the Gulf Coast Business Council, and Partners for Stennis. The project will be developed to meet the needs of incoming residents and to enhance community interests.

If the project includes new construction or land or site acquisition activities, does it comply with local zoning requirements?

Yes

Is the project included or supported by an identified priority area within the community's HUD Consolidated Plan? If yes, please provide a link to the plan.

N/A

Is the project intended to address issues related to climate change or resiliency, civil unrest, or inequities?

Environmental Sustainability and Resiliency

This project will directly address the regional sustainability goal of reducing vehicle miles traveled, as identified in the Regional sustainability plan for the U. S. Department of Housing and Urban Development (HUD). As noted on page 57 of the Plan, the recommendations called for enhancing the Quality of Life by providing more transportation choices so that the number of

commuters who can choose to walk, bike or bus, would improve the quality of life for residents of the region by:

- Reduced demand for energy by reducing need for fossil fuels
- Reducing the number of cars on the road and mobile emissions resulting from vehicles
- Alleviating congesting and decreasing commute times
- Promoting healthy, active alternatives to driving
- Supporting access to and interaction with communities and neighborhoods

This project will preserve the environment by lowering the number of pollutants emitted into the air and by reducing the number of daily VMT per capita. Diamondhead completed a benefit cost analysis (BCA) and the results show that this project will have an environmental benefit of over \$2.4M. This amount includes significant reductions in nitrix oxide, particular matter, and carbon dioxide. This project decreases the negative effects on air quality created by high VMT amounts. Improved air quality can also reduce respiratory issues and promote better public health.

Equity

Designing communities and transportation systems for cars excludes citizens that do not have regular access to personal vehicles. Vulnerable populations, such as low-income households, minorities, children, persons with disabilities, and older adults typically own fewer vehicles and have longer commutes. Transportation options such as walking and biking, are sometimes the only available and affordable transportation choice. Without adequate facilities, they are more likely to be exposed to unsafe routes for pedestrians and bicycles because they have no other choice.

Mike,

Here's a summary of our funding efforts; all requests/proposals will be submitted by City of Diamondhead with Support from Hancock County Board of Supervisors for cost share.

1. **FY 2022 Federal Appropriations:** Natural Resources Conservation Service, Regional Conservation Partnership Initiative-Gulf of Mexico Initiative-Jourdan River (Rotten Bayou and Bayou La-Terre)
 - a. \$5,500,000 appropriations request
 - b. Request report language to strongly encourage NRCS to partner with elected officials to implement structural and non-structural measures in the Rotten Bayou watershed. These will be prioritized projects identified in earlier studies/reports.
 - c. Will also seek funding for these projects through; 1) NRCS MS Office; and 2) MDEQ's RESTORE Coastal Watersheds Program.
 - d. The Pat Harrison Waterway District is also willing to support the effort to secure funding for the Jourdan River/Rotten Bayou projects.

2. **National Fish and Wildlife Foundation-National Coastal Resilience Fund**
 - a. \$437,000 appropriations request
 - b. Projects for this application are: 3.05-Diamondhead Drive East near Aukai Place; 3.06-Watershed Basin G-Hilo Way to Hapuna Place; 3.07-Watershed Basin G-Diamondhead Dr. East and 3.08 Anahola Draw.
 - c. Budget reflects engineering, topo maps, study, permitting and right of way/easement.
 - d. Program to create and restore natural systems to increase protection for communities from coastal storms, sea-level changes, inundation, and coastal erosion, while improving habitats for fish and wildlife species. NFWF is interested in funding projects that seek to re-shape thinking on how to protect communities from projected environmental stressors and use innovative approaches to address these challenges. NFWF seeks to fund projects that include adaptation to projected future environmental conditions, so that they are resilient into the future. Four priority areas. Proposals limited to one priority area:
 1. Community Capacity Building and Planning – done/earlier studies
 2. Site Assessment and Preliminary Design -done/earlier studies
 3. Final Design and Permitting- Funding for on-the-ground projects to turn earlier studies/reports into final designs and engineering plans, continued stakeholder engagement, detailed cost estimates, permitting, and other tasks to make projects shovel ready.
 4. Restoration and Monitoring – construction (intend to seek construction funding after or while final design/permitting is going on)

Let me know if you have questions,

Jeff

Jeff A. Ballweber
Director Special Projects

PICKERING FIRM, INC

Providing Service & Good Work for 75 Years
 2001 Airport Rd., Suite 201
 Flowood, MS 39232
 601.927.0883 (Cell)



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

April 1, 2021

Dear Sponsor,

On behalf of the City of Diamondhead, I am excited to announce that we are working to build a dog park for our community. Residents have asked for many years about adding this new amenity, and it is finally getting closer to reality!

The City Council established the Diamondhead Dog Park Steering Committee to assist with developing a Dog Park. They have been meeting weekly and working hard on this special project.

Our project site has been selected, and Orion Planning has completed the rendering. We are excited to share with you the rendering of our Dog Park and the projected cost associated with the construction.

To build the new dog park, we will need financial support from our community and businesses. The city is seeking grant opportunities as well. We would be most grateful if you would consider contributing to the Diamondhead Dog Park fundraising effort. Your support is critical to the completion of this amazing project, and we will gladly keep you updated regarding our progress should you wish.

Enclosed is the Dog Park Site Plan and a sponsor form. We have numerous levels of gifts to allow everyone to participate. Please consider a gift at a level that is best for you. Your check is payable to the "City of Diamondhead" and write "Dog Park" in memo line. Contributions are only being received at Diamondhead City Hall either by hand delivery or by mail to The City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525. Your support efforts at every level will make a difference in our community.

Thank you so much for your kind consideration of our request, and we hope to hear from you soon.

Sincerely,

Diamondhead Dog Park Steering Committee

Name: _____

Address: _____

Cell/email: _____

Item No. 19.



Dog Park Sponsor Sheet

Sponsor Level	Sponsor Cost	Level Selection Quantity	Sponsor Amount	Name as it is to appear (first and last name or just one name)
Corporate sponsor	\$15,000.00			
List of names on one plaque on Dog House				
Dog Silhouette on Fence (30) Name on dog				
Top Dog (5)	\$5,000.00			
Medium Dog (10)	\$2,500.00			
Small Dog (15)	\$1,000.00			
Drinking Fountain (2)	\$2,500.00			
Name on plaque on fountain				
Dog splash pad (2)	\$2,500.00			
Name on plaque on splash pad				
Sand Dig Pit (2)	\$2,500.00			
Name on plaque on concrete border of pit				
Park bench - Benches - inside park	\$1,000.00			
Plaque on bench with name (14)				
Hitching Post (2)	\$250.00			
Name on plaque on Post				
Memory walk	\$150.00			
Name on Memory Brick in front of Pier				
Individual Donations (\$100 and above)	\$100.00			
Name on Dog bone on wall inside dog house - Limited to the First 200 Donations over \$100				

ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF
DIAMONDHEAD,
MISSISSIPPI
AND
COVINGTON CIVIL AND ENVIRONMENTAL,
LLC

THIS AGREEMENT, made and entered into this the 6th day of April 2021, at Diamondhead, Mississippi, by and between the City of Diamondhead, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and Covington Civil and Environmental, LLC. hereinafter "Contractor" or "Engineer", with its principal place of business at 2510 14th Street, Suite 1010, Gulfport, MS 39501, for the purposes, and on the terms and conditions, and tinder the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Diamondhead, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on the Commercial District Transformation Project; and

WHEREAS, Covington Civil and Environmental, LLC submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the proposal request process, the City desires to enter into an Agreement with Covington Civil and Environmental, LLC to provide engineering services, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, engineering services, providing surveying services, preparing construction drawings, and providing construction oversight; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF
ENGINEER

Engineer shall be responsible for all services and materials required to fully perform and complete the scope of work in Exhibit "B" and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement.

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and shall be in effect for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms as approved by the City Council. This Contract must be approved and adopted by the newly elected City Council upon election of the same. The term of this Agreement may be extended by written agreement signed by both parties. During the term of this Agreement, either party reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice.

ARTICLE III. RELATIONSHIP OF THE PARTIES

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

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Diamondhead, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City 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 the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

- A. Monthly Billing: Engineer may submit monthly billing statements to the City. Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/ mailing charges. City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1 - September 30), may require an invoice requesting payment for services within sixty days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

- B. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period. At the request of the

Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

- C. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion of the project. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice that the payment sought is the "final payment". The City Manager or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the project.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

- D. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case-by-case basis. The City shall be liable only for the costs, fees, and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The

Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Association, the Mississippi Emergency Management Association, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City during the performance of the work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

- 1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the Schedule established by the City; or
- 2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third-party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF DIAMONDHEAD.

ARTICLE XII. STOP WORK ORDER

- A. Order to Stop Work. The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer 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, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to the terms provided herein.
- 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, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.
- C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

- A. Workers Compensation Insurance as required by the State of Mississippi;
- B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;
- C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

- D. Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per incident; One Million Dollars (\$1,000,000.00) aggregate; and
- E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provide new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, subcontractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify, defend, and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Hancock County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Hancock County. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement must be in writing and approved by both parties.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

The City of Diamondhead
Attn: City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

ENGINEER:

Covington Civil and Environmental, LLC
Attn: Ben Benvenuti
2510 14th Street, Suite 1010
Gulfport, MS 39501

IN WITNESS WHEREOF as duly authorized:

The City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

By: _____
Michael Reso, City Manager

ATTEST:

Covington Civil and Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501

By: _____
Principal Engineer

ATTEST:

EXHIBIT "A"
ENGINEER'S
PROPOSAL



FEBRUARY 2, 2021

ENGINEERING SERVICES COMMERCIAL DISTRICT TRANSFORMATION PROJECT

NOTICE ID
2021-RFR002

SUBMITTED BY:





February 2, 2021

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

REFERENCE: 2021-RFQ002 Engineering Services Commercial District Transformation Project

Dear Ms. Klein:

Covington Civil and Environmental, LLC (Covington) appreciates this opportunity to provide this Statement of Qualifications for professional engineering services for the Commercial District Transformation Project. Located in downtown Gulfport, Covington has over 25 years of experience providing civil design, bid and construction, and environmental services to the communities that we call home on the Mississippi Gulf Coast.

Now more than ever, environmental decision factors drive project planning and shape the success of projects in our communities. With decades of local environmental experience, expertise with state and federal environmental regulations and protocols, and strong working relationships with the Mississippi Department of Environmental Quality, the Mississippi Department of Marine Resources, the United States Corps of Engineers and the United States Environmental Protection Agency Region 4, Covington is well qualified, committed, and ready to provide the expertise required to meet the City of Diamondhead's long-term goals through the Commercial District Transformation Project. In addition to our environmental and project control and oversight we have partnered with Tice Engineering who has vast experience with new roadway transportation projects.

We appreciate your consideration of our Team, our credentials, and depth of relevant experience as evidenced by our enclosed qualifications. We look forward to your decision and are honored to have the opportunity to serve you.

Sincerely,

A handwritten signature in blue ink, appearing to read "BB", is written over a light blue horizontal line.

Ben Benvenuti, P.E.
Principal Engineer
Covington Civil and Environmental, LLC



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Covington Civil and Environmental, LLC

Contact: Ben Benvenuti, PE
2510 14th Street, Suite 1010
Gulfport, MS 39501
P: 228-396-0486
C: 228-369-4786
(ben@ccellc.us)



Why Covington?

The Covington Team’s Local Experience and Past Performance with the City of Diamondhead

Headquartered in Gulfport, MS, Covington provides the City of Diamondhead with the resources of a multi-disciplinary team of civil engineers, planners, environmental permitting specialists, and geologists who understand the complex landscape and regulatory drivers of development within the City of Diamondhead.

Currently, Covington is working on the following projects within the City of Diamondhead:

- City of Diamondhead Engineering Master Service Project
- Hurricane Debris Monitoring Project
- Diamondhead Water and Sewer District Master Service Project
- Elliott Homes Subdivision, Diamondhead

Established Working Relationships with Regulatory Agencies

The Covington Team has established relationships with MDOT, MDEQ, MDMR, USACE and EPA among others. This experience will expedite project completion by effectively identifying and navigating environmental, permitting, regulatory and funding hurdles.

The Covington Team is MDOT Trained

The Covington Team provides Diamondhead with professionals who have completed MDOT-specific training which includes, but is not limited to:

- MDOT Stormwater Management Training
- MDOT LPA Training
- FHWA – NHI Procurement and Administration of A/E Contracts
- Design and Operation of Work Zone Traffic Control

**Cost and Schedule
Confidence**

The Covington Team will manage the development of design deliverables to ensure that:

- Conceptual designs for planning and assessment purposes are provided to the City of Diamondhead in a quick and efficient manner.
- Early budgeting on preliminary designs confirms targeted budgets.

Budget Control Through:

- Constructability reviews throughout the design process.
- Comprehensive bid packages. Local market knowledge and relationships providing for competition within all scopes of work.

SECTION I - Evidence of Ability to Perform Work:

The Covington Team's principals and staff has worked on a wide range of private and public funded transportation projects including highways, local roads, bridge replacements and railroad projects. Covington staff have served clients including municipalities, counties, Departments of Transportation, Metropolitan and Regional Planning Organizations, and other local sponsors working cooperatively to implement Federal Highway Administration-funded projects. The Covington Team of Covington and Tice Engineering are currently working together on multiple projects across South Mississippi. Our expertise as shown in the resumes below provide Diamondhead with a superior team with experience in all facets of new construction and community commercial and residential development projects.

Staff Profiles



Benjamin Benvenuti, P.E. – Principal Engineer

Education

B.S. (Civil Engineering), 2007; University of Mississippi, Oxford, MS

Registrations

Professional Engineer (MS, LA, AL, FL)

Professional Experience

Mr. Benvenuti is a principal engineer with Covington, and he has more than thirteen years' experience planning, permitting, designing, and managing projects along the Gulf Coast including new road design, construction management of new roadways and roadway replacement projects, environmental impact studies and utility relocation within the public right of way. As a principal engineer, Mr. Benvenuti provides technical guidance and oversight on all of Covington's engineering projects. Mr. Benvenuti will be the direct contact for Diamondhead on this project and will provide technical oversight over the design and construction management team for this project. Mr. Benvenuti has direct experience with multiple roadway and community development projects, to include, but not limited to:

- **Rodriquez Street and I-110 Interchange Reconfiguration and Upgrades, D'Iberville, MS**
- **Cook Road Commercial Re-Development Project, Jackson County, MS**
- **Hugo Street Roadway Construction, Bay St. Louis, MS**
- **MDOT Funded Beach Blvd Replacement and Restoration, Hancock County, MS**

- **City of Biloxi Infrastructure Repair Program, Biloxi, MS**
- **Post Katrina Utility and Roadway Replacement, Gulfport, MS**



John Szabo, P.E. – Principal Engineer

Education

B.S. (Civil Engineering), 1974; Louisiana State University, Baton Rouge, LA

Registrations

Professional Engineer (AL, LA, MS, TX)

Professional Experience

Mr. Szabo has more than 46 years' experience in both civil engineering and environmental consulting. Mr. Szabo is licensed as a Professional Engineer in Alabama, Louisiana, Mississippi, and Texas. He has extensive experience in designing and managing civil engineering and real estate development projects. Mr. Szabo has performed numerous environmental site assessments, investigations, and remediation designs for industrial sites throughout the United States. He possesses expertise in site design including grading, drainage, utilities and road design for subdivisions, medical office parks, commercial developments, and municipalities. He also possesses expertise in wetlands evaluation, permitting and mitigation; RCRA/CERCLA regulations; risk assessments; site remediation planning, permitting and implementation; landfill permitting, design, construction, and operation; regulatory negotiations; and expert witness services. His professional affiliations include the American Society of Civil Engineers and the American Council of Engineering Companies.

Mr. Szabo has worked with the City of Diamondhead in developing the City's Subdivision Regulations approved in 2020, drainage improvements to Turnberry Drive and in evaluating the feasibility of utilizing Twin Lakes as a regional detention pond. In providing services related to these projects, Mr. Szabo's experience with roadway planning and design, drainage and flooding evaluations, utilities, and environmental regulations (wetlands, erosion control).

Mr. Szabo has been responsible for providing site engineering for over 44 Dollar Generals throughout Mississippi. These projects including site planning, compliance with City or County requirements, permitting highway connections and improvements with Mississippi Department of Highways, drainage and utility design and preparation of construction documents.



Andrew Levens, P.E. – Engineering/Design

Education

B.S. (Civil Engineering), 2009; University of South Alabama, Mobil, AL

Registrations

Professional Engineer (MS, LA, AL, TX)

Professional Experience

Mr. Levens is a licensed Mississippi Professional Engineer with over ten years of civil and structural engineering experience. His work experience in civil engineering includes water, sewer, roads and drainage design and construction. His work experience with design is in accordance with Mississippi Department of Transportation's Roadway Design Manual 2001 Edition, in addition to compliance with local ordinances. Accustom to providing scope of work for field survey and processing of survey data once obtained. Survey review for horizontal and vertical alignment for corridor design as well as identifying boundary encroachments. Coordinate with utility owners for adjustment and/or connection, as necessary. Utility design including water, sewer, and drainage. Familiarity with pavement design, in addition to population growth forecasting for future demand determination. Accustom to producing thorough plans, profiles, and cross-sections with supporting construction details to ensure a buildable timely design is provided and ultimately a successful project constructed. Construction monitoring on a variety of road construction projects including commercial developments, utility and drainage installation, roadway restoration and overlays.

LIST OF RELEVANT PROJECT EXPERIENCE:

Various Mississippi Dollar General Sites

Scope included survey review, geometric, pavement, utility, and drainage design. MDOT and municipal permitting.

Infrastructure Repair Program Hospital 1 and 2 – Biloxi, Mississippi

Scope included demolition, utility design, drainage design, roadway cross-section including sidewalks, combination curb and gutter, and pavement design. In addition to traffic control plans for detouring local traffic.

Infrastructure Repair Program Eagle Point – Biloxi, Mississippi

Scope included demolition, utility design, drainage design, roadway cross-section including sidewalks, combination curb and gutter, and pavement design. In addition to traffic control plans for detouring local traffic.

John Lee Road Bridge Replacement – Biloxi, Mississippi

Scope included construction monitoring of a pre-cast concrete bridge construction and associated roadway work including maintenance of erosion control measures and detour route.



Tabor Kraft, P.E. | Junior Engineer

Education

B.S. (Civil Engineering), 2016; Mississippi State University, Starkville, MS

Registrations

Professional Engineer MS

Professional Experience

Tabor Kraft is a Mississippi Professional Engineer with Covington Civil and Environmental, LLC. Mr. Kraft has experience in municipal infrastructure projects, stream restoration and management; construction oversight and inspections; subdivision design; pre-development and post-development water drainage design and calculations based on MDOT regulation; section and profile creation for plans for permitting and construction purposes; and code compliance pertaining to residential and commercial construction. He has experience with horizontal design and plan creation for roadway projects and road section creation. This includes establishing new rights-of-way, designing utility layout, and creating roadway, curb and gutter, and sidewalk footprint. He also has experience with setting centerline alignment with appropriate curve and turn radii for varying road velocities. He has experience with cost analysis on differing pavement materials based on material and construction costs.



Alane C. Young, Registered Professional Geologist – Environmental and Permitting Specialist

Education

M.S. (Geology), 1986; Mississippi State University, Starkville, MS
 B.S. (Geology), 1983; Tulane University, New Orleans, LA

Registrations

Professional Geologist (MS, TN)
 Professional Geoscientist (LA)

Professional Experience

Ms. Young has 30 years' experience in managing environmental projects. She has held the position of project manager/senior geologist throughout her career, with key responsibilities of conducting Phase I and Phase II ESAs, site characterizations, soil and groundwater remediation projects, NEPA EAs for HUD CDBG and FEMA funded projects, and environmental permitting throughout Mississippi, Louisiana and Texas. She has served as Project Manager for the City of Gulfport's Brownfields Community-Wide Assessment Grant, and currently serves as Project Manager for the City of Biloxi's Brownfields Community-Wide Assessment Grant.

Ms. Young has extensive experience in conducting HUD EAs for projects funded by the CDBG Entitlement Program as well as the CDBG Disaster Recovery Assistance Program. Her experience includes the preparation of numerous EAs for the Mississippi Long Term Workforce Housing Program, including the Enterprise Corporation of the Delta Gardenia Hill Project and the Enterprise Corporation of the Delta Pleasanton Project, both of which were implemented to replace affordable housing damaged by Hurricane Katrina. She also served as Project Manager for the Galveston County CDBG Recovery Program Hurricane Ike Round 2 Environmental Review Record, which included over 300 site specific reviews conducted by tiering from a Broad Environmental Review. Other HUD EAs prepared by Ms. Young were for projects ranging from multi-family residential to municipal facilities to infrastructure, including: Biloxi Community Center, Library, and Mixed-Use Facility Project; the Stennis Airport Economic Development Project; Popp's Ferry Road Phase IV; Jeremiah O'Keefe Cultural Center/Library; Biloxi Grant Façade; Howard Avenue Phase II; Maritime and Seafood Industry Museum; Seashore Oaks; LaFont Inn Redevelopment Project; East Biloxi Scattered Sites Project; Union Street Development Project; Cottage Cay Development Project; Workforce Home Sweet Home Rebuilding; Trinity Village Project; Ohr-O'Keefe Museum of Art, Inc.; Pass Christian Workforce Housing; Long Beach Estates Project; Bayside Park Homeownership Initiative and Holliman Place Project.

Ms. Young has prepared four FEMA EAs, including the Restore Biloxi Infrastructure Project (Highway 90 portion of project); City of Biloxi New Public Works Complex Project, Biloxi Lighthouse Park Visitor's Center Project; and Hancock County Port and Harbor Commission Administration Building.



Stephen Parker – Environmental and Permitting Specialist

Education

M.S. (Botany), 1988; Miami University, Oxford, OH

B.S. (Zoology; Wildlife Management); 1985, University of Southwest Louisiana, Lafayette, LA

Professional Experience

Mr. Parker is a senior program manager with Covington Civil and Environmental, LLC, with more than 23 years' experience in NEPA (EIS, EAs, and CEs), environmental planning, permitting, and he has worked on transportation, municipal, infrastructure, and development projects in Mississippi, Louisiana, Arkansas, and Tennessee.

Mr. Parker has extensive experience with NEPA documentation, federal consultations, and environmental compliance including USACE permitting, Endangered Species Act consultations and biological assessments, Historic Preservation Act Section 106/Tribal consultations, Marine

Mammal Protection Act coordination and assessments, Magnuson–Stevens Fisheries Management Act Essential Fish Habitat coordination and assessments, Migratory Bird Treaty Act coordination, and Bald and Golden Eagle Protection Act coordination. He serves as the Natural Resource Damage Assessment Program Manager for *Deepwater Horizon* restoration in Mississippi and oversees project development, state and federal trustee coordination, regulatory compliance and permitting, and project execution. He served as a botanist in the regulatory branch of the New Orleans District USACE and brings extensive wetland delineation and permitting experience to the Team.



Bob Gist – Senior Construction Manager

Education

B.S. (Construction Management), 1980; Clemson University, Clemson, SC

Professional Experience

Bob Gist will serve as a technical advisor during the design phase and the Senior Construction Manager during the construction phase. During the planning and design phase, Mr. Gist will advise on cost estimating, scheduling, procurement, constructability reviews and quality control measures as they relate to the project. During the construction phase, Mr. Gist will lead the construction oversight team and oversee all aspects of Covington’s construction services including but not limited to: review of pay requests, construction inspections, start-up and closeout. He has over 30 years’ experience in the construction industry and formally the Executive Vice President/Chief Operating Officer of a highly successful Gulf Coast general contractor that managed revenues totaling \$350-\$500 million dollars annually. Mr. Gist has a wealth of knowledge at the local, state and federal contracting levels, their construction requirements and was involved in the award, staffing and overall management of the Mississippi State Port project at Gulfport, Mississippi. As COO, he personally directed Hurricane Katrina restoration efforts satisfying all procurement and cost accounting requirements of the Federal Emergency Management Agency (FEMA), the Mississippi Emergency Management Agency (MEMA), Community Block Development Grant Program (CDBG), and the Mississippi Development Authority (MDA).



Shane Monroe – Grant Specialist

Education

B.B.A (Emphasis: Finance), 2003; Delta State University, Cleveland, MS

Professional Certifications

Certified Fraud Examiner

Professional Experience

Mr. Monroe is a project manager with over nine years of governmental financial monitoring and compliance experience in both Mississippi and Texas. He has previously worked with both state and local government to identify and resolve issues associated with governmental grant compliance specifically as it relates to the Stafford Act. He has experience in performing compliance reviews and audits related to all categories of FEMA Public Assistance project worksheets. Mr. Monroe has direct CDBG Program experience as a result of the work performed for Galveston County, Texas, following Hurricane Ike.



Felicity Edwards – Grant Specialist

Education

Graduate Certificate (Economic Development), 1988; University of Southern Mississippi, Hattiesburg, MS

B.S.B.A (Financial Information); 2007, University of Southern Mississippi, Hattiesburg, MS

Professional Certifications

Certified Public Accountant – Mississippi, Initial licensure 2009/2010

Professional Experience

Ms. Edwards is a certified public accountant with over nine years of experience serving in the public and private arena. Prior to joining the Covington Team, Ms. Edwards most recently serviced as the County Administrator for Hancock County, MS, where she managed the day-to-day operations of the County. In this role, she managed all aspects of County government and governance for the Board of Supervisors, coordinated all meetings, workshops, and actions of the Board of Supervisors, as well as supervised 12 County departments and approximately 400 employees. Prior to being named County Administrator, Ms. Edwards served as the Chief Administrative Officer for the Hancock County Port and Harbor Commission. In this role, she oversaw all procurement activities and its operational units in accordance with State, Federal, and Commission procurement policies. In addition to her public service, Ms. Edwards has extensive experience managing federal grant programs such as FEMA Public Assistance, Hazard Mitigation Grant Programs, Community Development Block Grants, and RESTORE Act funded projects. Her responsibilities included regular communication with architects, engineers, elected and appointed

officials, and State program managers to maintain an understanding of each project’s status and internal monitoring to verify ongoing compliance with State/Federal implementation guidance.



Trusted Engineers. Experienced Surveyors. Innovative Results.



J. Colter Ratliff, P.S. – Vice President/Survey Manager

Education

BS (College of Agriculture Emphasis in Surveying), 2002;
Mississippi State University, Starkville, MS

Professional Certifications

Professional Surveyor (MS, LA, AL, AR, FL, TX)

Professional Experience

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MS Highway 570 Traffic Signal Upgrades, Pike County, McComb, Mississippi

Survey Manager for traffic signal upgrades, geometric improvements, and ITS elements to MS Highway 570. A complete topographic survey of one (1) mile of the MS 570 corridor. The survey consisted of all above ground features and below ground utilities. The field work utilized RTK GPS and Robotic Total Stations which were referenced to the Mississippi State Plane coordinate system east zone.

COVINGTON CIVIL & ENVIRONMENTAL

I-110 off ramp onto Rodriquez Street, Biloxi, Mississippi

Survey Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

CITY OF WIGGINS

Hall Street, Stone County, Mississippi

Survey Manager for City of Wiggins Hall Street project to widen 286’ of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

US 90 from Waveland Avenue to Beach Boulevard, Biloxi, Mississippi

Survey Manager for Topographic survey of the Hwy 90 project area consisting of six (6) miles of Roadway and Traffic Signals.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Realignment & Signalization of MS Highway 42 at US Highway 49

Forrest County, Mississippi

Survey Manager for Topographic and boundary surveys and property map of the project area for use in design of the new 49/42 intersection. Project included Topographic and boundary surveys and property map, realignment of MS Hwy 42 to remove existing skew including all roadway design aspects.



Matthew Jones, P.S. – Crew Manager

Education

AS (Drafting and Design Technology), 2000; Mississippi Gulf Coast Community College, Parkinson College, MS

Professional Certifications

Professional Surveyor (MS)

Professional Experience

MISSISSIPPI DEPARTMENT OF TRANSPORTATION,
MS Highway 570 Traffic Signal Upgrades, Pike County, McComb, Mississippi
Crew Manager for traffic signal upgrades, geometric improvements, and ITS elements to MS Highway 570. A complete topographic survey of one (1) mile of the MS 570 corridor. The survey consisted of all above ground features and below ground utilities. The field work utilized RTK GPS and Robotic Total Stations which were referenced to the Mississippi State Plane coordinate system east zone.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
US 90 from Waveland Avenue to Beach Boulevard, Biloxi, Mississippi
Crew Manager for Topographic survey of the Hwy 90 project area consisting of six (6) miles of Roadway and Traffic Signals.

COVINGTON CIVIL & ENVIRONMENTAL
I-110 off ramp onto Rodriquez Street, Biloxi, Mississippi
Crew Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

CITY OF WIGGINS
Hall Street, Stone County, Mississippi
Crew Manager for City of Wiggins Hall Street project to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Realignment and Signalization of MS Highway 42 at US Highway 49, Forrest County, Mississippi
Crew Manager for Topographic and boundary surveys and property map of the project area for use in design of the new 49/42 intersection. Project included Topographic and boundary surveys and property map, realignment of MS Hwy 42 to remove existing skew including all roadway design aspects.

COAHOMA COUNTY BOARD OF SUPERVISORS
Moon Lake Scenic Overview Project, Coahoma County, Mississippi

Crew Manager for the Moon Lake Scenic Overview project. Project services included preparation of preliminary and final plans and construction engineering and inspection services for 12,355 feet of sidewalk to connect to the historic Moon Lake to the Mississippi Welcome Center.



W. Ryan Tice, P.E. – President/Engineer Manager

Education

BS (Civil Engineering), 1996; Mississippi State University, Starkville MS

Professional Certifications

Professional Engineer (MS, LA, AL)

Professional Experience

CITY OF WIGGINS

Hall Street, Stone County, Mississippi

Engineer Manager for City of Wiggins Hall Street project to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

I-110 off ramp onto Rodriquez Street, Biloxi, Mississippi

Engineer Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

CITY OF WIGGINS

Sidewalk Improvements Phase II, Stone County, Mississippi

Engineer Manager for Sidewalk Improvements project to plan, design and oversee construction of Phase 2 of the City Sidewalk and Bike Path Improvements. The project designed a 3,440 linear foot sidewalk connecting the city's park to the middle school, expanding the existing backbone pedestrian infrastructure on the east side of town.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

US 90 from Waveland Avenue to Beach Boulevard, Hancock County, Mississippi

Engineer Manager for the traffic signal upgrades along US Hwy 90 in Hancock county to incorporate positive left turn offsets and FYA capabilities. The project also includes ITS infrastructure including fiber optic interconnected traffic signals and three direct message signs.

COAHOMA COUNTY BOARD OF SUPERVISORS

Moon Lake Scenic Overview Project, Coahoma County, Mississippi

Engineer Manager for the Moon Lake Scenic Overview project. Project services included preparation of preliminary and final plans and construction engineering and inspection services for 12,355 feet of sidewalk to connect to the historic Moon Lake to the Mississippi Welcome Center.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MS Hwy 570 Traffic Signal Upgrades, Pike County, McComb, Mississippi

Engineer Manager for the MS Hwy 570 Traffic Signal upgrades in McComb, Mississippi. The Design Team tasked to design four (4) fully actuated traffic signals and ITS elements. Also, as part of the design, a median was designed to eliminate mid-block turning movements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Realignment and Signalization of MS Highway 42/US Highway 49, *Forrest County, Mississippi*

Engineer Manager for topographic and boundary surveys and property map of the project area for use in design of the new 49/42 intersection. Project included Topographic and boundary surveys and property map, realignment of MS Hwy 42 to remove existing skew including all roadway design aspects.



Michelle Gill, E.I – Project Manager

Education

BS (Biological Engineering), 2004; Mississippi State University, Starkville MS

Professional Certifications

Registered Engineer-in-Training (MS)

Professional Experience

Mississippi Department of Transportation (MDOT)

ROADWAY SAFETY AUDIT FOR U.S. HIGHWAY 45, *Clarke and Wayne Counties, Mississippi*

Project Manager for a Roadway Safety Audit (RSA) along Highway 45 in Clarke and Wayne Counties, Mississippi. The project included analysis of crash data, accident reports, traffic studies, and site visits to develop safety improvements along the roadway. Safety improvements recommendations reviewed and implemented by the Mississippi Department of Transportation (MDOT), as funding permits, to prevent future crashes in areas identified by the Roadway Safety Audit.

Mississippi Department of Transportation (MDOT)

MS HWY 570 TRAFFIC SIGNAL UPGRADES, *McComb, Mississippi*

Project Manager for the MS Hwy 570 Traffic Signal upgrades in McComb, Mississippi. The Design Team tasked to design four (4) fully actuated traffic signals and ITS elements. Also, as part of the design, a median was designed to eliminate mid-block turning movements.

City of Wiggins

HALL STREET, *Stone County, Mississippi*

Project Manager for City of Wiggins Hall Street project to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

City of Wiggins

SIDEWALK IMPROVEMENTS PHASE II, *Stone County, Mississippi*

Project Manager for Sidewalk Improvements project to plan, design and oversee construction of Phase 2 of the City Sidewalk and Bike Path Improvements. The project designed a 3,440 linear foot sidewalk connecting the city’s park to the middle school, expanding the existing backbone pedestrian infrastructure on the east side of town.

I-110 OFF RAMP ONTO RODRIQUEZ STREET, *D’Iberville, Mississippi*

Project Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

DESIGN TEAM MEMBER

Coahoma County Board of Supervisors

MOON LAKE SCENIC OVERLOOK, *Coahoma County, Mississippi*

Design Team Member for the Moon Lake Scenic Overlook in Coahoma County. This project is a Transportation Enhancement project funded by the Mississippi Department of Transportation. The project consisted of the design and construction of boardwalks and a pavilion on Moon Lake with adjoining sidewalks and parking.

Section II - New Roadway Construction Impacts:

The City of Diamondhead has a unique opportunity to transform, improve and expand its commercial district. While this project is necessary for long-term sustainability and growth of Diamondhead's commercial district, it is imperative the design team identifies and understands the environmental, funding and design constraints to reduce the short-term impacts of new construction to the existing businesses and residents of Diamondhead. From experience, we understand how transportation projects impact natural resources and the surrounding residential and business communities. Covington staff has been involved in assessing impacts including traffic volume effects to assess environmental impacts for access justification alternatives; future development considerations/land use planning impacts on transportation alternatives, residential and business relocation assessments, environmental impacts including streams, wetlands, protected species habitat, prime farmland, and cultural resources. In addition, our staff has completed U.S Department of Transportation Act Section 4(f) documentation for roadway alternatives, Land Water Conservation Fund Section 6(f) evaluations for roadway projects and Floodplain Management Assessments (8 step decision making process.

It is imperative the design team quickly identifies and understands the environmental, funding and design constraints to minimize the short-term impacts of new construction on the existing businesses and residents of Diamondhead.

We know that with each project, there is a unique set of challenges. As experts in site planning, compliance and mitigation, we have three simple and straightforward goals: a) streamline the regulatory process, b) inform the engineering design with natural resource data where appropriate, and c) offset the unavoidable losses with mitigation. Through our experience, we have found the following are keys for success and we strive to provide them during each project:

- Communicating closely with resource agencies (MDOT, USACE, USFWS, MDMR, MDEQ, MDAH) to stay on schedule and resolve environmental permitting issues; and
- A balanced approach—practical, affordable solutions—no net loss.

Our specific staff experience for transportation projects includes:

- Project Management for NEPA documents, USACE Permitting
- Environmental Impact Statements
- Environmental Assessments
- Categorical Exclusions
- Clean Water Act Permitting/Mitigation
- Endangered Species Act Compliance
- Historic Preservation Act Compliance
- Department of Transportation Section 4(f) Documentation
- Land Water Conservation Fund Section 6(f) Documentation

- Section 404 Permitting (NWP, ATFs, Individual)
- Section 401 Water Quality Certifications
- MDMR Coastal Wetlands Permitting
- Mitigation/Habitat Assessment
- NPDES Permits

Specific Relevant Project Examples

Rodriguez Street and I-110 Interchange Reconfiguration and Upgrades, D'Iberville, MS

While no two cities are the same, Diamondhead and the City of D'Iberville have many similarities in the fact you both have direct interstate access to your commercial districts. A private developer working on a public private partnership with the City of D'Iberville and MDOT plans to reconfigure and upgrade the Rodriguez St and I-110 Interchange. This project includes the impacts to the downtown and waterfront districts of D'Iberville and will require the relocation of existing roadways, new roadway construction and modification to the interstate interchange to provide the opportunity for new development and maintain access control to the existing business. Covington Civil & Environmental, LLC and Tice Engineering was selected to perform a Traffic Impact Study, Interstate Access Modification Request and Design Roadway Plans for the interchange and adjacent business district streets referenced above. The environmental impacts, preliminary drawings and interstate access request are currently under review by MDOT.

Project Scope of Work:

- Traffic Impact Statement (complete)
- IAR (on going)
- Environmental Impact Investigations (complete)
- Roadway New Construction and Modification - Design to be based off approved IAR and traffic study.

Cook Road Commercial Re-Development, Jackson County, MS

Covington's client purchased a 5-acre property, previously approved for a townhouse development. The client wanted to develop a medical office park, maximizing the square footage that could be built on the property while utilizing the existing improvements as much as possible. Covington prepared a Master Plan showing developing four buildings on the site with a total square footage of approximately 25,000 square feet. The master plan included studies to utilize existing infrastructure and efficiently add new roadway and utility infrastructure to minimize commercial development within the property. To accomplish this, Covington met with the Jackson County Planning Staff and negotiated a reduction in parking requirements. Covington then provided site construction plans, including drainage calculations, for each building. Covington was able to utilize the existing detention pond until the third building was constructed, requiring the detention to be relocated on the site. The project has been completed with new infrastructure and is home

to multiple new medical business. Covington provided the planning, environmental, design and construction oversight for this project.

US 90 from Waveland Avenue to Beach Boulevard, Hancock County

Tice Engineering, Incorporated was selected by the Mississippi Department of Transportation (MDOT) to upgrade ten (10) signalized intersections along Hwy 90 in Hancock County to incorporate positive left turn offsets and flashing yellow arrow (FYA) capabilities. The project also includes ITS infrastructure including fiber optic interconnected traffic signals and three (3) direct message signs.

Project Services Included:

- Topographic Survey
- Geometric improvements to intersections
- Traffic Signal Design
- ITS Design

Wiggins Sidewalk and Bike Path Improvements

Tice Engineering was hired by the City of Wiggins to plan, design and oversee construction of Phase 2 of the City Sidewalk and Bike Path Improvements. The project began with securing MDOT LPA Transportation Alternative Program funds for design and construction. With funding secured, the Tice Engineering designed a 3,440 linear foot sidewalk connecting the city's park to the middle school, expanding the existing backbone pedestrian infrastructure on the east side of town. Tice Engineering will also oversee construction and grant closeout of the project.

Project services included:

- Grant application preparation and submission
- Surveying
- Preparing design drawings
- Grant funding coordination
- Project bidding and award
- Construction staking
- Construction inspection and administration

Hall Street Turn Lane and Hall Street Overlay

Tice Engineering was hired by the City of Wiggins to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road. The project utilized Restore Act funding to make improvements to a major commercial corridor within the city limits.

Project Scope of Work include:

- Survey
- Design
- Coordination with Mississippi Department of Transportation
- Construction Staking

- Construction Oversight

MS Highway 570 Traffic Signal Upgrades

Tice Engineering has been selected by Mississippi Department of Transportation (MDOT) to perform traffic signal upgrades, geometric improvements and ITS elements to MS Highway 570. The project includes four (4) traffic signal upgrades for the corridor.

Project Services Included:

- Perform complete topographic survey
- Design a median to prevent mid-block turning movements
- Design four new fully actuated traffic signals that are integrated with ITS elements and Fiber Optic Cable
- Assist in Public Meeting to inform the General Public of the proposed improvements and road closures

Realignment and Signalization of MS Highway 42 at US Highway 49

Tice Engineering was selected by the Mississippi Department of Transportation to prepare final ROW plans for the proposed realignment and signalization of MS Highway 42 at U.S. Highway 49 in Forrest County, Mississippi.

Project Services Included:

- Perform complete Topographic and Boundary survey and property map for the project area.
- Designed the realignment of MS Highway 42 to remove existing skew and supporting features such as drainage, traffic signal design and construction phasing to ensure the appropriate amount of Right of Way is purchased.
- Prepare and submit Final Right of Way plans to MDOT.

County Moon Lake Scenic Overlook

Tice Engineering Incorporated was recently selected by the Coahoma County Board of Supervisors for their MDOT LPA project to design a turn out and scenic viewpoint over the historic Moon Lake. The proposed design includes the following: fishing piers, sidewalks, covered pavilions, and a parking lot.

Project Services Included:

- Topographic Survey
- Plans and Specifications
- Construction Engineering and Inspection (CEI)

Azalea Trails Subdivision, Jackson County, MS.

Azalea Trails Subdivision was a 152-lot, 39.80-acre subdivision proposed by Habitat for Humanity of the Mississippi Gulf Coast. The subdivision layout provided a small park area and walking trail/nature area in the wetlands portion of the property. Covington performed a wetlands delineation of the property; prepared preliminary subdivision layouts to minimize wetland impacts; met with Jackson County Planning Staff to receive input coordinated utilities with the utility authority; and prepared a re-zoning submittal to the Jackson County Zoning Commission.

Walker Farms Subdivision, Hwy 57, Gulfport, MS.

Walker Farms Subdivision is a 90-lot, 24.46-acre subdivision. Covington performed a wetlands delineation of the property; prepared preliminary subdivision layouts minimizing wetland impacts; met with county planning staff to discuss any issues associated with the subdivision; submitted a preliminary subdivision plat for approval by the county planning commission; submitted permit applications for a wetlands permit and a water quality permit; designed utility system (including sewer lift stations) and submitted to Mississippi Department of Health (MDH) for approval of the water system and Mississippi Department of Environmental Quality (MDEQ) for approval of sewer system; and submitted a driveway permit to Mississippi Department of Transportation (MDOT) for entrance road connection to Hwy. 57.



SECTION III - Work Experience with State and Federal Grant Projects:

Financial, Payroll, and Grant Management

The Covington team has experience performing financial monitoring for on-going projects in order to secure interim funding and performing closeout audits/reviews on projects that are in the closeout process. Performing financial monitoring throughout the life of a project helps to reduce cash flow pressures for the City, gives the City assurance that costs will meet all applicable state and federal standards, and reduces the potential for de-obligation when the project closes. Covington is adept at compiling and organizing all supporting documentation and capturing all costs in the summary records. We will draw from our experiences to build audit-ready files, which will include, but not be limited to, applicable City policies, applicable summary records based off cost type, all supporting documentation, and proof of payment for all costs.

In addition to providing engineering and construction experience, the Covington team specializes in local, state and federal financial oversight to support any and all compliance-related issues that might arise during the project regardless of the funding source (MDA and the Gulf Coast Restoration Fund or MDOT LPA program).

We will also ensure that all contractual costs are properly procured and that the procurement standards meet applicable local, state, and federal policies, procedures, rules, and regulations. In our current role as the program manager for the State of Mississippi’s restoration program associated with the Deepwater Horizon BP oil spill, we support and manage all aspects of procurement for the State of Mississippi’s BP Restoration program to ensure all contracts are properly procured. The Covington team is adept at reviewing procurement documentation in order to verify that contracts are properly procured and that the scope of work and costs fall within the scope of work and budget for the project.

The Covington team will utilize our accounting experience to reconcile all project related costs to determine final project amounts and to ensure that no costs were missed during the project. Our team’s project management experience will help to navigate the closeout process as well as any audits that could take place. In addition to providing engineering and construction experience, the Covington team specializes in local, state and federal financial oversight to support any and all compliance-related issues that might arise during the project.

Procurement and Contract Management/Monitoring Support

The Covington team has extensive experience in understanding and applying procurement standards at the local, state, and federal levels. We have extensive knowledge in state and federal procurement thresholds and procurement processes, specifically 2 CFR 200 of the Code of Federal Regulations (CFR). In our role as program managers for the RESTORE program related to the Deepwater Horizon BP oil spill, we assist the State of Mississippi’s procurement efforts to ensure that procurement policies are followed, and we review all resulting contracts to ensure that all contracts comply with applicable state and federal rules and regulations. We can draw from this experience to ensure all necessary and applicable procurement standards throughout the

procurement process for a particular contract or purchase are sufficient to respond to audits and reviews. We are adept at documenting all purchases for audit purposes. We have experience in working with sub-recipients and applicants to develop processes for the procurement of items and services necessary for the recovery process.

Information Technology and Data Management

The Covington team uses a Cloud based document management system. Access can be granted to City personnel for remote access to the system and project files. We will draw from our previous experience in establishing a paperless document management system to digitize all hard-copy documentation and create a virtual repository for all required project documentation. Project files will be standardized to make accessing information for audits a more efficient process. Configuration settings for login verification, password controls, enforcement policies, shares and permissions are administered at the cloud level and not subject to receiving damage from local disasters; fully recoverable. We helped to design and currently oversee the document management system for the State of Mississippi’s restoration program associated with the Deepwater Horizon BP oil spill. The system used for the State of Mississippi’s restoration program is the same system that would be utilized for the City of Diamondhead.

The Covington Team is comprised of experts in the fields of professional engineering, environmental consulting, science, financial management, and program management. Covington has directly managed or worked with the following funding sources: Tidelands, CIAP, MDOT, MDEQ, DMR, MDA, MEMA, FEMA, HUD CDBG, USACE, EPA, NOAA, USDA, RESTORE Council, Dept. of Treasury and multiple cities and counties across South MS including the City of Diamondhead and Harrison County.

In addition to experience related to oil spill restoration, the Covington Team is also experienced in managing projects funded by the HUD CDBG program. Team members Felicity Edwards and Shane Monroe have comprehensive knowledge implementing and managing CDBG-funded projects in Hancock County, Mississippi, and Galveston County, Texas respectively.

SECTION IV - Capability to Provide Professional Services and Firm History:

Covington Civil and Environmental is currently serving the City of Diamondhead through our General Engineering Contract and Debris Monitoring Contract. Covington is familiar with the roadway network, stormwater challenges and potential environmental hurdles through our current and previous work in the City. This familiarity reduces the learning curve associated with working in a new community and allows our team of professionals to hit the ground running on project planning and implementation. Covington’s professional staff is located in Gulfport, MS which allows us to complete environmental and planning inspections, attend meetings and perform construction oversight very quickly and efficiently. Tice Engineering is located in Wiggins, MS and is currently working on multiple projects in coastal Mississippi.

The Covington Team is fully committed to providing the experienced and qualified staff identified in this proposal to manage and perform all project activities. The staff identified in this proposal is currently available and will remain available if selected to complete the project. Furthermore, if the need arises or if requested by the City of Diamondhead, Covington Civil & Environmental will augment the project team to meet the needs of the project.

SECTION V - Past Performance in Terms of Cost Control, Quality of Work and Compliance:

Covington has proven processes and procedures for risk assessments, financial monitoring, and compliance standards which support prudent and effective stewardship project funds. The Covington Team has provided oversight and monitoring of multiple state and federally funded projects, including compliance with the MDOT LPA program and regulations such as 2 C.F.R. § 200 and 31 C.F.R. § 34. Covington continues to support MDEQ working closely with the U.S. Department of the Treasury, RESTORE Council, NRDA TIG Representatives, and NFWF GEBF staff in developing project monitoring procedures and have a

Project documentation, record keeping, and schedule controls are paramount from the start of a project through completion. Every agreement, commitment, decision, communication, document, issue or action made on projects is recorded, filed and readily available.

proven record of performance supporting state implementation with project oversight and monitoring. This monitoring program includes processes to assess project and financial risk, including a comprehensive risk assessment procedure in conformance with 2 C.F.R. § 200.

Project documentation and record keeping are paramount from the start of a project through completion. Every agreement, commitment, decision, communication, document, issue or action made on projects is recorded, filed and readily available.

The Covington Team exceeds their client’s financial expectations by monitoring and communication with their clients. **While the below project examples are not new roadway construction projects, they highlight Covington’s proven ability to provide project oversight to include cost control, quality control and funding compliance. Utilizing these tools, we helped our clients reduce overall project expenses while leveraging multiple partners and funding source.**

Hattiesburg Public Safety Complex Administration and Construction Management

Covington and SMPDD are serving as construction manager and project administrator for the construction of the Hattiesburg Public Safety Complex, including the renovation of temporary quarters for the police department and municipal court, permanent quarters for the Police Department, Municipal Court, Fire Department Administration Building and Parks and Recreation Administration Building. The total project is estimated to be \$25 - \$30 million and is being financed through Southern Mississippi Investment Company, Inc.

Utilization of Dredge Material for Marsh Restoration in Coastal Mississippi – Round Island

In 2014, MDEQ, with the support of the Covington Team, proposed and secured the Utilization of Dredge Material for Marsh Restoration project designed to restore and create marsh in coastal Mississippi. This is the largest NFWF GEBF project awarded to date.

The first location for marsh creation identified under this project is Round Island. The Round Island project leverages over \$10 million of USACE funds to build 220 acres of marsh as part of restoration to the island.

Covington was tasked with designing a sustainable project that maximizes available storage volume, meets the existing permit requirements, and creates immediate marsh habitat. The Round Island project will exceed the marsh creation goals of the entire NFWF GEBF project while expending less than half of the requested budget.

Hancock County Marsh Living Shoreline, Hancock County, MS

The Hancock County Marsh Living Shoreline is the largest DWH NRDA project in Mississippi. The Covington Team assisted the state of Mississippi in project development with NOAA and corresponding offset negotiations with BP. In addition, we provided extensive environmental permitting support to obtain the respective NEPA, Historic Preservation Act Section 106 and Clean Water Act Section 404 permits from MDMR and USACE and clearance from the State Historical Preservation Office, and most recently we assisted in the procurement for the early phases of construction, which came in well under budget.



SECTION VI – General Response:

The Covington Team provides the City of Diamondhead with a superior team to perform pre-project planning, environmental services, financial and grant oversight, transportation services and construction management. In addition to the detailed resumes, project experience and qualifications listed in the above sections, below is a general overview of the Covington Team.

Covington Team is proud to serve the communities we call home and we look forward to working with the City of Diamondhead.



Covington Civil and Environmental, LLC (Covington) is a multidisciplinary civil engineering and environmental consulting firm with a long history of serving the Mississippi Gulf Coast with excellence and professionalism. Based on our professional knowledge and local experience, Covington provides the City of Diamondhead with a superior team to perform pre-project planning, environmental studies and support, new roadway construction, financial and grant management, and construction oversight. The Covington Team’s highly trained and technically competent personnel have continuously provided the highest level of service to municipalities along the Mississippi Gulf Coast, delivering cost effective, timely, and satisfactory service to meet client needs.

Founded in Pass Christian in 1992 and currently located in downtown Gulfport, Covington offers civil engineering and environmental consulting services for municipalities along the Mississippi Gulf Coast. Our goal is to afford the highest level of care and service to the City of Diamondhead, while providing the required expertise to meet all project goals.



Tice Engineering, Inc. is a multi-disciplined Engineering and Surveying Firm that provides professional, quality services to both private and public entities in virtually every industry and/or governmental system. We are licensed as a company in Alabama, Florida, Louisiana, and Mississippi, and as individual professionals in Alabama, Arkansas, Florida, Louisiana, Mississippi, and Texas. Our team of 17 professionals and supporting staff continues to grow and broaden our capabilities, skills, and capacity. All projects are managed and coordinated by our professional team members, which include the following: professional civil engineers, engineer interns, professional surveyors, fully equipped survey crews, a highly skilled drafting & design team, a professional administrative staff, and an innovative marketing team.

As professional surveyors, we have over 50 combined years of experience in all aspects of surveying. We have the expertise and use of cutting-edge technology to tackle the most demanding projects, ranging from individual parcel plats to hydrographic surveys. The combination of our engineering and surveying departments under one roof gives us an advantage. Our surveyors have experience understanding what the engineer wants and needs. It also allows us to manage projects from start to finish.

As professional engineers, we have over 60 years of experience within the civil engineering discipline. We utilize the latest versions of computer automated drafting software design, (CADD) to produce engineering plans and specifications for our clients. One aspect that we feel sets us apart from other firms, is our ability to "Listen" to what our clients' needs are. Communication is the key to any successful project. Our project managers also incorporate reporting procedures into every project so that the client is always informed.



COVINGTON CIVIL AND ENVIRONMENTAL
2510 14TH STREET, SUITE 1010
GULFPORT, MS 39501

EXHIBIT "B"

SCOPE OF SERVICES

Background:

Covington Civil and Environmental, LLC has been selected by the Diamondhead City Council to provide engineering services for the Commercial District Transformation Project. The Commercial District Transformation Project is a multi-phased project which includes building a commercial corridor that will accommodate multiple modes of travel and provide for residential and commercial development. The Transformation Project will connect two distinct parts of the city and provide access to a new town center, enhance internal traffic flows, reduce regional vehicle miles traveled (VMT), and spur commercial development. The project is funded through the Gulf Coast Restoration Fund (GCRF) 2020 and 2021 allocations as well as the City of Diamondhead local match. The total anticipated funding is \$4,200,000.00.

Scope of Work:

Using a complete street approach, Diamondhead envisions a boulevard style roadway that will accommodate multiple modes of travel including bicycles, pedestrians, and golf carts to support mixed-use commercial and residential development. Diamondhead has amended its zoning ordinance to establish a "TC – Diamondhead Town Center District". The amended ordinance included six (6) street types, which will be used as the baseline for the design of this project. Diamondhead has requested the street types be modified as required to construct the project within the existing right-of-way wherever possible. This is a long term, multi-phase project. Phase I of the project will complete surveying, environmental permitting, land acquisition and conceptual design and roadway alignment plans (Tasks 1-4 below) for approximately 4,975 linear feet of roadway shown in Attachment A. In addition, Phase I will complete geotechnical investigations, roadway design plans and specifications, bidding and construction oversight (Tasks 5-8) of approximately 3,400 linear feet of roadway shown in Attachment A.

Tasks:

Task 1 – Topographic and Boundary Surveying: Perform boundary survey of roadway corridor and establish the existing Right of Way. This includes deed research, easements, and all necessary field work of the existing parcels. Perform a topographic survey of the proposed roadway corridor for use in the development of roadway design plans (Tasks 2 and 6). The survey will include cross-sections at least every 50' and include any existing features within the corridor, including existing roadways, buildings, utilities, sidewalks, fencing, and drainage structures.

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- Preparation of a Joint Application & Notification form (Joint Application) to the Mississippi Department of Marine Resources (MDMR). MDMR will review the Joint Application and Notification and forward to the U.S. Army Corps of Engineers (USACE).
- Supporting documentation for the Joint Application and Notification including:
 - A descriptive narrative of the Diamondhead Commercial District Transformation Phase I project, including maps and conceptual engineering drawings;
 - An impact assessment;
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The proposed plans will be based on the approved alignment in Task 2 and approved roadway sections through coordination with the City of Diamondhead and Orion Planning. After 30% plans are complete a field review will take place and we will stake the proposed alignment and proposed right of way prior to moving into final design.

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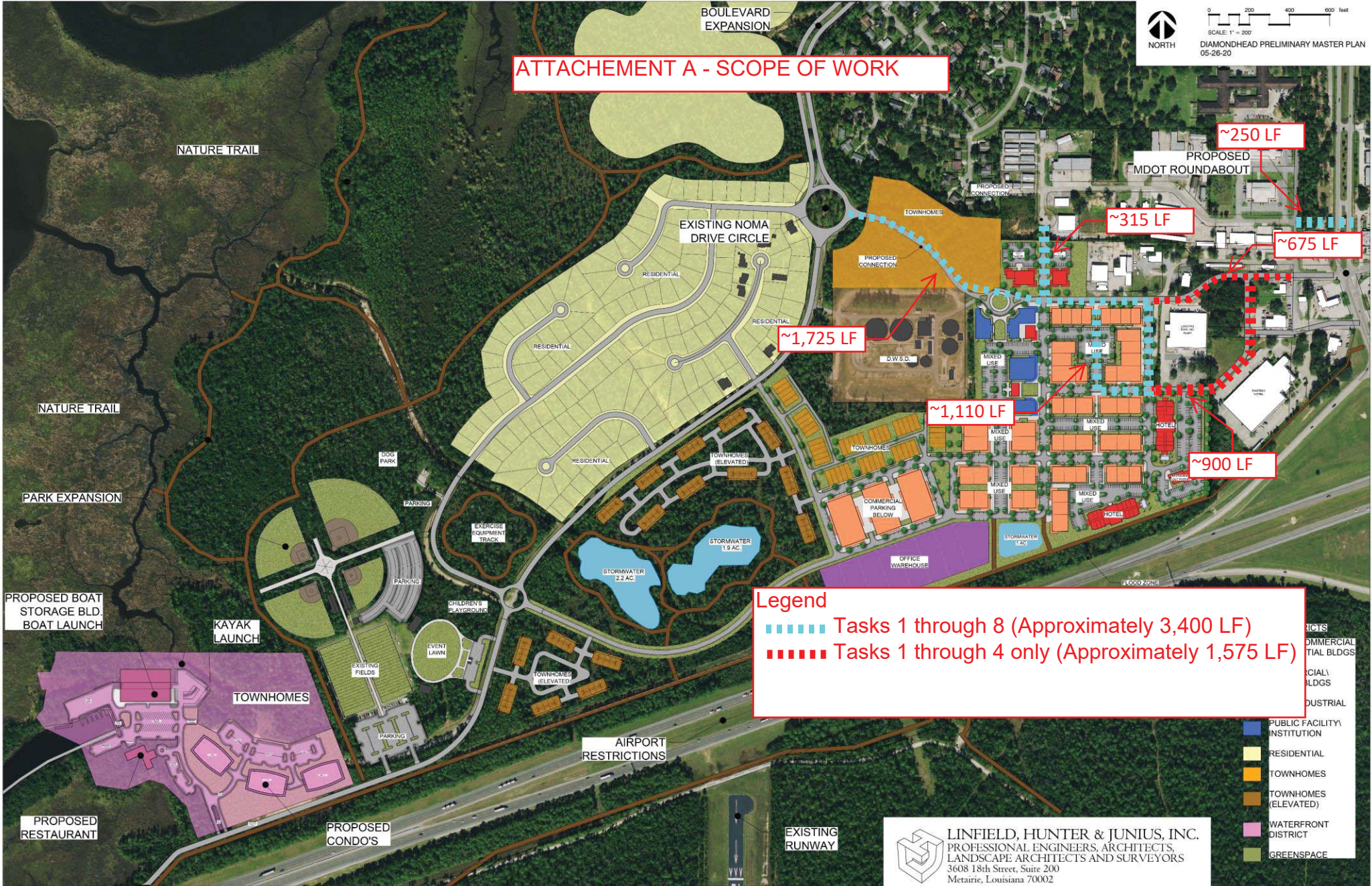
Task 8 – Construction Engineering and Inspection: During construction, Covington will provide construction engineering services to include site visits, monthly project progress meetings, reviewing progress schedules, reviewing shop drawings and construction submittals, reviewing contractor pay requests, and recommending payment to owner, reviewing and addressing contractor requests for information and issuing any necessary changes through work directives and/or change orders. Additionally, Covington will furnish an on-site project inspector to inspect performance of the work of the contractor in compliance with the approved plans and specifications. Through more extensive on-site inspections of the Contractor’s work in progress and field checks of materials and equipment by the resident project inspector, Covington shall endeavor to provide further protection for the City against defects and deficiencies in the Work; but the furnishing of such services will not make Covington responsible for or guarantee the Contractor’s performance. Covington or its representatives shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor’s superintendent.

Covington shall provide these professional services outlined in Tasks 1-8 above for a fee of \$620,000.00 as shown in the fee schedule below.

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Task 1 - Topographic and Boundary Surveying	\$ 63,000.00
Task 2 – Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00
Task 3 – Permitting	\$ 15,500.00
Task 4 - Land Acquisition Support Documents	\$ 60,000.00
Task 5 - Geotechnical Investigations	\$ 10,500.00
Task 6 - Roadway Design Plans	\$ 182,000.00
Task 7 - Bidding	\$ 9,500.00
Task 8 - Construction Engineering and Inspection*	\$ 245,000.00
Total =	\$ 620,000.00

*Task 8 is based on a 12-month construction schedule.
 - Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete.
 - Tasks 4 and 8 shall be billed per the attached rate schedule

ATTACHEMENT A - SCOPE OF WORK



Legend

- Tasks 1 through 8 (Approximately 3,400 LF)
- Tasks 1 through 4 only (Approximately 1,575 LF)

~250 LF
 ~315 LF
 ~675 LF

~1,725 LF

~1,110 LF

~900 LF

LINFIELD, HUNTER & JUNIUS, INC.
 PROFESSIONAL ENGINEERS, ARCHITECTS,
 LANDSCAPE ARCHITECTS AND SURVEYORS
 3608 18th Street, Suite 200
 Metairie, Louisiana 70002

EXHIBIT "C"
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 "D"

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

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

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

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

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

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

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory marketplace. 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 "E"**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 or employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted,

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

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

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

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

SO CERTIFIED this _____ day of _____, 20 .

Covington Civil and Environmental

ATTEST

My Commission Expires:

Notary

EXHIBIT "F"

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: _____ 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 is 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.

CITY OF
DIAMONDHEAD

STANDARD RATE
SCHEDULE

Position	Unit	Unit Rate
Principal Engineer	Hour	\$190.00
Engineer IV	Hour	\$165.00
Engineer III	Hour	\$145.00
Engineer II	Hour	\$135.00
Engineer I	Hour	\$115.00
Senior Scientist	Hour	\$165.00
Ecologist	Hour	\$145.00
Senior Geologist	Hour	\$155.00
Senior CAD Designer	Hour	\$90.00
CAD Designer	Hour	\$70.00
Senior Construction Manager	Hour	\$165.00
Construction Manager	Hour	\$125.00
Resident Project Representative	Hour	\$85.00
Clerical	Hour	\$45.00
Senior Professional Surveyor	Hour	\$135.00
Professional Surveyor	Hour	\$112.00
2 Man Conventional Survey Crew	Hour	\$146.00
2 Man Robotic Survey Crew	Hour	\$168.00
2 Man RTK GPS Survey Crew	Hour	\$190.00
Additional Survey Crew Member	Hour	\$45.00
Aerial Drone Crew (LIDAR or Photogrammetry)	Day	\$4,500.00
Aerial Drone Photography	Day	\$2,250.00
Property Appraisals	EACH	\$2,200.00
Review Property Appraisals	EACH	\$1,200.00
Land Acquisition Documents	EACH	\$1,150.00
Land Acquisition Document Modification	EACH	\$1,150.00
Mileage	EACH	Current IRS Rate



April 1, 2021

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

Re: Proposal for Engineering Services for the Commercial District Transformation Phase I Project

Mr. Reso:

Covington Civil and Environmental, LLC has been selected by the Diamondhead City Council to provide engineering services for the Commercial District Transformation Project. The Commercial District Transformation Project is a multi-phased project which includes building a commercial corridor that will accommodate multiple modes of travel and provide for residential and commercial development. The Transformation Project will connect two distinct parts of the city and provide access to a new town center, enhance internal traffic flows, reduce regional vehicle miles traveled (VMT), and spur commercial development. The project is funded through the Gulf Coast Restoration Fund (GCRF) 2020 and 2021 allocations as well as the City of Diamondhead local match. The total anticipated funding is \$4,200,000.00.

Scope of Work:

Using a complete street approach, Diamondhead envisions a boulevard style roadway that will accommodate multiple modes of travel including bicycles, pedestrians, and golf carts to support mixed-use commercial and residential development. Diamondhead has amended its zoning ordinance to establish a "TC – Diamondhead Town Center District". The amended ordinance included six (6) street types, which will be used as the baseline for the design of this project. Diamondhead has requested the street types be modified as required to construct the project within the existing right-of-way wherever possible. This is a long term, multi-phase project. Phase I of the project will complete surveying, environmental permitting, land acquisition and conceptual design and roadway alignment plans (Tasks 1-4 below) for approximately 4,975 linear feet of roadway shown in Attachment A. In addition, Phase I will complete geotechnical investigations, roadway design plans and specifications, bidding and construction oversight (Tasks 5-8) of approximately 3,400 linear feet of roadway shown in Attachment A.

Tasks:

Task 1 – Topographic and Boundary Surveying: Perform boundary survey of roadway corridor and establish the existing Right of Way. This includes deed research, easements, and all necessary field work of the existing parcels. Perform a topographic survey of the proposed roadway corridor for use in the development of roadway design plans (Tasks 2 and 6). The survey will include cross-sections at least every 50' and include any existing features within the corridor, including existing roadways, buildings, utilities, sidewalks, fencing, and drainage structures.

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FEE SCHEDULE		
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Task 7 - Bidding	\$	9,500.00
Task 8 - Construction Engineering and Inspection*	\$	245,000.00
Total =	\$	620,000.00

*Task 8 is based on a 12-month construction schedule

We appreciate being given the opportunity to provide you with this proposal. Please do not hesitate to contact me if you have any questions concerning this proposal.

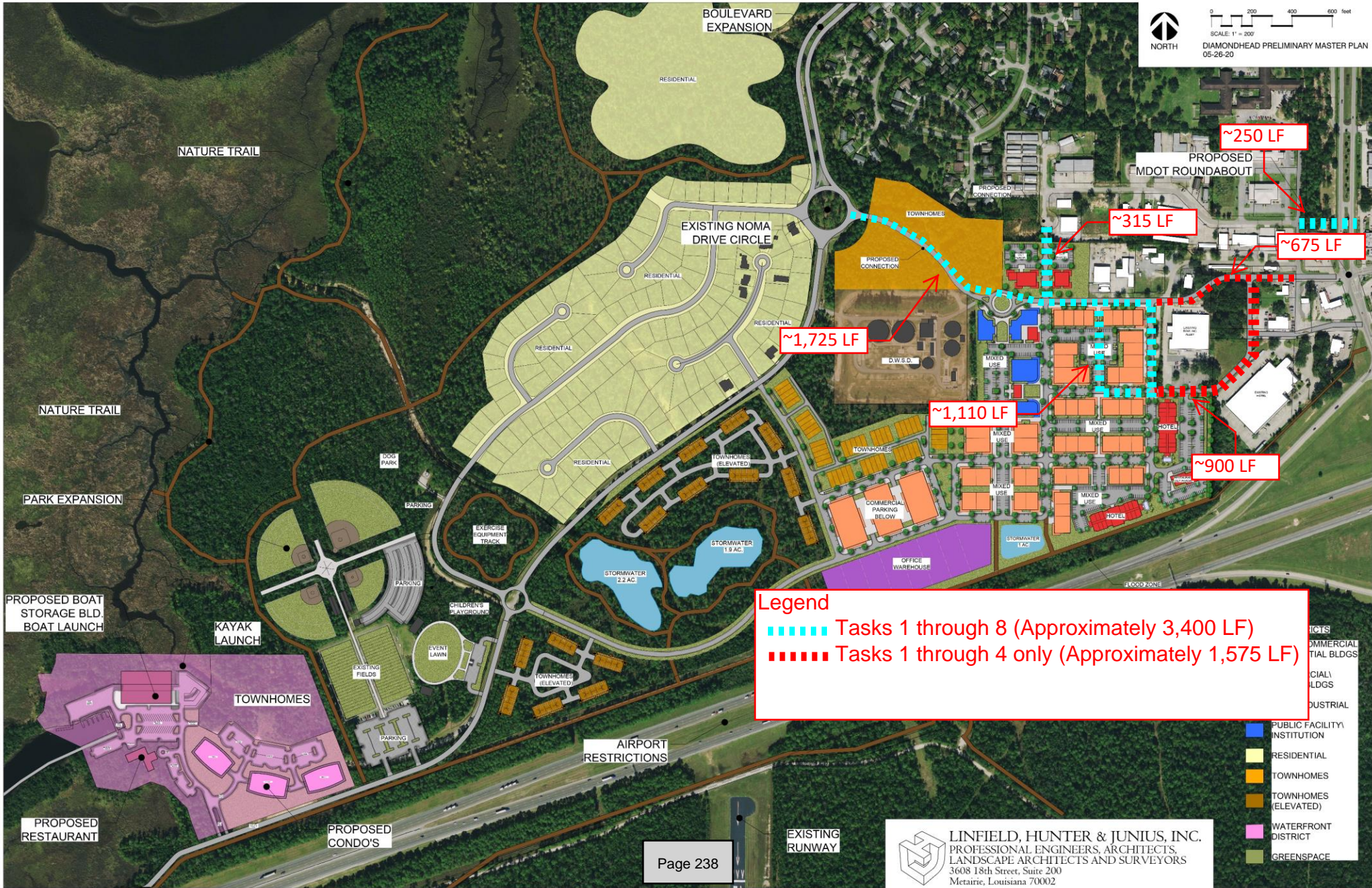
Best regards,
Covington Civil & Environmental, LLC

Principal Engineer

ENCLOSURES

ACCEPTED:

Authorized Representative **Date**



Legend

- Tasks 1 through 8 (Approximately 3,400 LF)
- Tasks 1 through 4 only (Approximately 1,575 LF)

- COMMERCIAL
- COMMERCIAL TIAL BLDGS
- CIAL BLDGS
- INDUSTRIAL
- PUBLIC FACILITY
- INSTITUTION
- RESIDENTIAL
- TOWNHOMES
- TOWNHOMES (ELEVATED)
- WATERFRONT DISTRICT
- GREENSPACE



5000 Diamondhead Circle · Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228-222-4390
www.diamondhead.ms.gov

TO: Mayor, City Council and City Manager

FROM: Ronald R. Jones, Building Official *R. Jones*

DATE: March 31, 2021

SUBJECT: Resubdivision of DH PH 2, Unit 1, Block 6, Lots 39 & 40 by Jason Alberado

Jason Alberado is requesting to resubdivide 2 lots.

The property address of the original lots is 1314 & 1316 Hanakealoha Place. The tax parcel numbers are 132R-0-10-125.000 and 132R-0-10-126.000. The legal description is Diamondhead Phase 2, Unit 1, Block 6, Lots 39 & 40. The property is in a R-2 zoning district.

In accordance with the Subdivision Regulations, the 2 newly created parcels meet or exceed the minimum requirements in the Zoning Ordinance and Subdivision Regulations. Drainage and utility easements are also dedicated to the City. Therefore, I recommend acceptance of the resubdivision final plat of lots 39 & 40.

Minimum Requirements-R-2	Parcel 1	Parcel 2
Min lot area 6000 sf	13,923 sf	11,840 sf
Lot width 60'	76.7'	65.88'
Lot frontage 35'	76.7'	65.88'
FYSB 20'	20'	20'
SYSB 8'	8'	8'
RYSB 20'	20'	20'

T 8 S - R 14 W
SECTION 15

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C1	41°00'00"	50.00'	35.78'	N 75°52'29" E -- 25.02'
C2	38°00'00"	50.00'	33.16'	N 36°22'29" E -- 32.58'
C3	37°30'00"	50.00'	32.72'	N 1°22'51" W -- 32.14'
C4	75°30'00"	50.00'	55.89'	N 17°37'29" E -- 61.22'

LINE	BEARING	LENGTH
L1	N 5°51'08" W	28.55'
L2	S 5°51'08" E	28.55'

SURVEY LEGAL DESCRIPTIONS:
PARCEL ONE:

A parcel of land situated and being located in part of Lots 39 & 40, Block 6, DIAMONDHEAD SUBDIVISION, Unit 1, Phase 2, City of Diamondhead, Hancock County, Mississippi, and being more particularly described as follows to-wit:

BEGINNING at a 3/4-inch iron rod set at the southeast corner of Lot 39, Block 6, DIAMONDHEAD SUBDIVISION, Unit 1, Phase 2, City of Diamondhead, Hancock County, Mississippi; thence run South 50 degrees 07 minutes 31 seconds East along the east line of said Lot 39 a distance of 90.40 feet, more or less to a point on the existing wooden bulkhead; thence run South 44 degrees 44 minutes 53 seconds East along the bulkhead a distance of 28.53 feet to a 3/4-inch iron rod set in an existing driveway; thence run South 44 degrees 52 minutes 29 seconds East along said southerly margin of Hanakaloa Place a distance of 76.70 feet to the POINT OF BEGINNING.

Said parcel contains 0.320 acres, more or less.

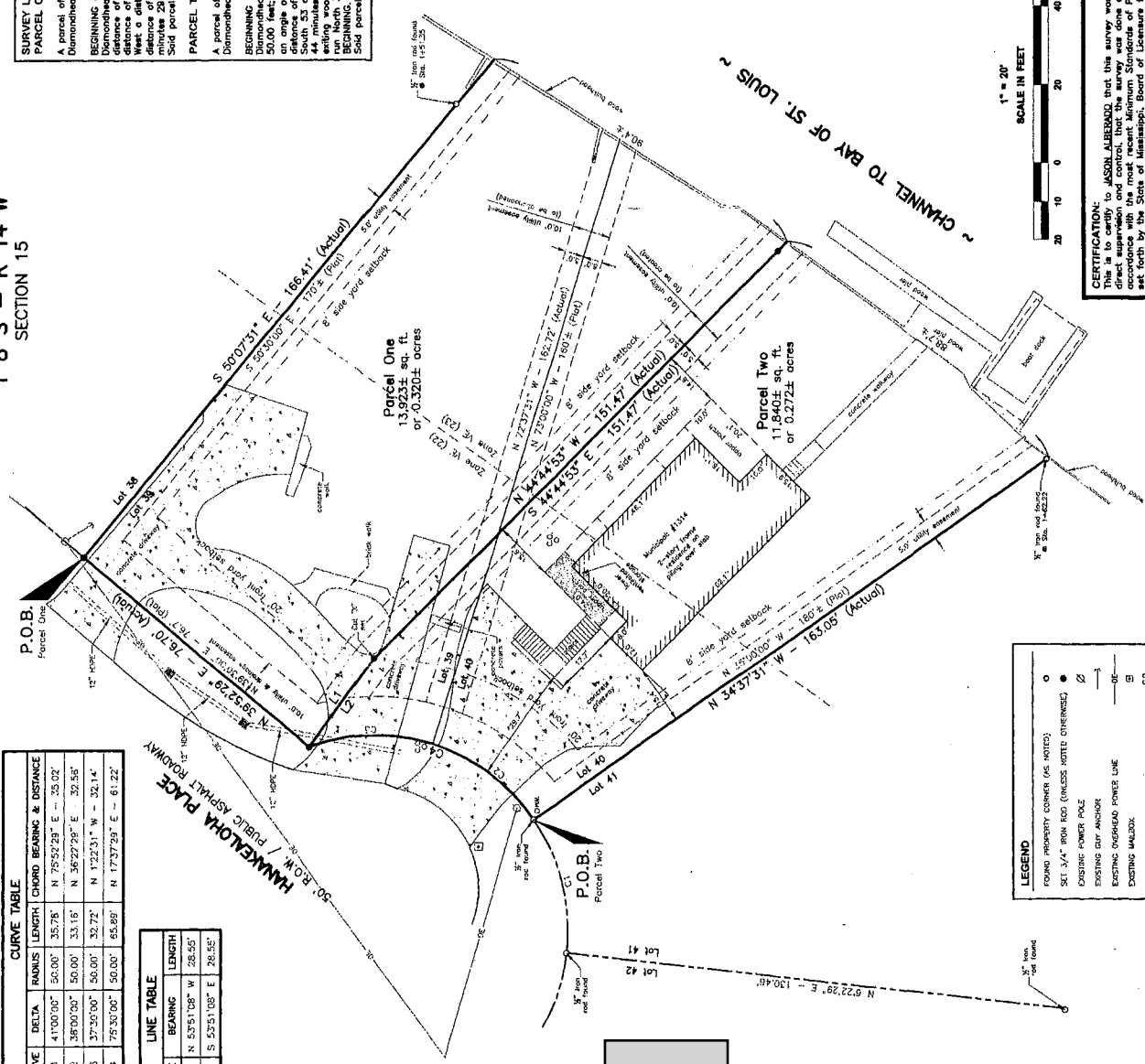
PARCEL TWO:

A parcel of land situated and being located in part of Lots 39 & 40, Block 6, DIAMONDHEAD SUBDIVISION, Unit 1, Phase 2, City of Diamondhead, Hancock County, Mississippi, and being more particularly described as follows to-wit:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of Lot 40, Block 6, DIAMONDHEAD SUBDIVISION, Unit 1, Phase 2, City of Diamondhead, Hancock County, Mississippi; said point also being a point on a curve concave to the Northwest and having a radius of 50.00 feet, the center of said curve being at the intersection of the southerly margin of said Lot 39 and the southerly margin of said Lot 40; thence run North 17 degrees 17 minutes 29 seconds East along the east line of said Lot 40 a distance of 61.22 feet from the aforementioned POINT OF BEGINNING; thence departing said southerly margin of Hanakaloa Place run South 53 degrees 51 minutes 06 seconds East a distance of 28.53 feet to a 3/4-inch iron rod set in an existing driveway; thence run South 44 degrees 52 minutes 29 seconds East along said southerly margin of Hanakaloa Place a distance of 76.70 feet to the POINT OF BEGINNING.

Said parcel contains 0.272 acres, more or less.

PLAT SHOWING RESUBDIVISION SURVEY
OF
#1314 & #1316 HANAKEALOHA PLACE
LOTS 39 & 40, BLOCK 6,
DIAMONDHEAD, UNIT 1, PHASE 2,
CITY OF DIAMONDHEAD,
HANCOCK COUNTY, MISSISSIPPI
FOR
JASON ALBERADO



REFERENCE MAPS:
A) Official subdivision plat of DIAMONDHEAD, UNIT 1, PHASE 2 in Hancock County, Mississippi.
B) Survey of Lot 39, Block 6, DIAMONDHEAD, Unit 1, Phase 2, prepared by Sidney F. Fournet, Jr. on October 12, 1996.
C) Survey of Lot 40, Block 6, DIAMONDHEAD, Unit 1, Phase 2, prepared by Sidney F. Fournet, Jr. on May 31, 2012.

REFERENCE BEARINGS:
This plat is located in Flood Zone "X" (2) as shown on the FEMA Flood Zone and Hazard: East Zone - MAD 837 using GPS/GCC-RIN System accessed on March 10, 2021.
X) Represents the Base of Bearings. Distances shown are U.S. Survey Feet.

NOTES:
1) No attempt has been made by Cassidy-Acadia Land Surveying, LLC to verify title, actual legal ownership, deed restrictions, easements, encroachments, or other matters that may properly affect the property, other than that furnished by the client or his representative. There is no representation that all applicable easements and restrictions are shown on this plat. A search of public records search and public record search in compiling the data for this survey.
2) The words "Certify," "Certifier" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as to the accuracy of the survey and that he warrants that the survey is true and correct for warranty, expressed or implied.

LEGEND

- FOUND PROPERTY CORNER (AS NOTED)
- SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)
- EXISTING POWER POLE
- EXISTING CURB ANCHOR
- EXISTING OVERHEAD POWER LINE
- EXISTING MANHOLE
- EXISTING EASEMENT CLEARANCE
- EXISTING SUBSURFACE DRAINAGE
- EXISTING AREA INLET CATCH BASIN
- EXISTING WATER METER
- EXISTING HIGH DENSITY POLYETHYLENE PIPE 12" HDPE

CERTIFICATION: JASON ALBERADO, that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors, and that I am duly licensed as a Professional Land Surveyor with the State of Mississippi. I warrant that the survey is true and correct for warranty, expressed or implied.

Michael P. Blanchard, P.S.
This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

APPROVED BY: MRS. J. ALBERADO
CHECKED BY: JET
DRAWN BY: JET
FIELD WORK COMPLETED ON: March 17, 2021
CALC FILE: 21-001-170.mwg

City of Diamondhead, Mississippi
Financial Statement Forecast
For the Year Ended September 30, 2022

Necaise & company^{,PLLC}
Certified Public Accounting Firm

January 29, 2021

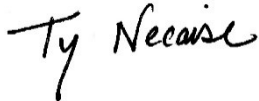
Honorable Mayor and City Council
City of Diamondhead, Mississippi

Dear Honorable Mayor and City Council:

We are pleased to submit to you this financial statement forecast for The City of Diamondhead. This forecast was performed to determine the amount of property tax revenue needed to support a consolidation of fire services and water and sewer services with the City of Diamondhead. We also forecasted the impact of ending the interlocal agreement to provide policing services between the City and Hancock County Sheriff's department.

We appreciate the cooperation and courtesy extended by the officials and employees of the City of Diamondhead throughout this project. If we or this office can be of any further assistance, please contact us at (228) 236-3622.

Respectfully submitted,



Ty J Necaise, MBA, CPA

City of Diamondhead, Mississippi
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Necaise & company.PLLC
Certified Public Accounting Firm

Honorable Mayor and City Council
City of Diamondhead, Mississippi

Management is responsible for the accompanying forecast of the City of Diamondhead, Mississippi, which comprises the forecasted government wide statement of net position, governmental funds balance sheet, and proprietary statement of net position as of September 30, 2022 and the related forecasted statements of revenues, expenditures and changes in fund balances, statement of revenues, expenses and changes in fund net position and statement of cash flows for the year then ended, and the related summaries of significant assumptions and accounting policies in accordance with guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the forecast nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this forecast.

The forecasted results may not be achieved, as there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and these differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

This report is intended solely for the information and use of the Mayor, Council, and management, and are not intended to be and should not be used by anyone other than these specified parties.

Necaise & Company PLLC

Necaise & Company PLLC
Gulfport, Mississippi
January 29, 2021

FINANCIAL STATEMENTS – HISTORICAL

City of Diamondhead, Mississippi
Statement of Net Position – Government-Wide
September 30, 2019

	Governmental		Business-Type Activities	
	Activities			
	City of	Diamondhead	Water & Sewer	Total
	<u>Diamondhead</u>	<u>Fire District</u>	<u>District</u>	
ASSETS				
Cash	\$ 6,037,415	\$ 1,099,986	\$ 8,306,915	\$ 15,444,316
Cash, restricted	86,148	82,961	2,264,238	2,433,347
Accounts receivable, net	-	-	698,587	698,587
Property tax receivable	3,253,140	-	-	3,253,140
Franchise tax receivable	76,434	-	-	76,434
Fines receivable (net of allowance for uncollectibles of \$373,858)	22,556	-	-	22,556
Fire fees receivable, net	-	39,444	-	39,444
Prepaid expenses	62,094	9,028	76,803	147,925
Intergovernmental receivables	301,880	13,188	2,500,097	2,815,165
Inventory	-	-	81,909	81,909
Other assets	37,312	-	-	37,312
Capital assets:				
Nondepreciable capital assets	8,347,344	174,053	2,770,536	11,291,933
Depreciable capital assets, net	<u>51,592,255</u>	<u>532,923</u>	<u>52,088,208</u>	<u>104,213,386</u>
Total Assets	<u>69,816,578</u>	<u>1,951,583</u>	<u>68,787,293</u>	<u>140,555,454</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pensions	-	80,517	-	80,517
Total Deferred Inflows of Resources	-	<u>80,517</u>	-	<u>80,517</u>
LIABILITIES				
Accounts payable and accrued liabilities	314,942	144	487,041	802,127
Due to other governmental agencies	137,609	-	-	137,609
Accrued interest payable	9,062	-	143,499	152,561
Other payables	8,032	66,829	42,693	117,554
Long-term liabilities:				
Customer deposits	-	-	531,085	531,085
Compensated absences	28,165	43,972	103,012	175,149
Net pension liability	-	2,286,957	-	2,286,957
Due within one year				
Capital debt	142,153	-	629,044	771,197
Due in more than one year				
Capital debt	<u>967,810</u>	-	<u>10,158,529</u>	<u>11,126,339</u>
Total Liabilities	<u>1,607,773</u>	<u>2,397,902</u>	<u>12,094,903</u>	<u>16,100,578</u>
DEFERRED INFLOWS OF RESOURCES				
Property tax for future reporting period	3,253,140	-	-	3,253,140
Deferred inflows related to pensions	-	30,991	-	30,991
Total Deferred Inflows of Resources	<u>3,253,140</u>	<u>30,991</u>	-	<u>3,284,131</u>
NET POSITION				
Net investment in capital assets	58,829,636	706,976	44,071,171	103,607,783
Restricted for:				
General government	147,714	-	-	147,714
Public safety	43,379	(1,103,769)	-	(1,060,390)
Public works	24,840	-	12,621,219	12,646,059
Conservation of natural resources	(1,470)	-	-	(1,470)
Economic development	(1,332)	-	-	(1,332)
Unrestricted	<u>5,912,898</u>	-	-	<u>5,912,898</u>
Total Net Position	<u>\$ 64,955,665</u>	<u>\$ (396,793)</u>	<u>\$ 56,692,390</u>	<u>\$121,251,262</u>

City of Diamondhead, Mississippi
Balance Sheet – Governmental Funds
September 30, 2019

	<u>General Fund</u>	<u>Police Department</u>	<u>Other Governmental Funds</u>	<u>Totals</u>
ASSETS				
Cash	\$ 5,494,873	\$ -	\$ 542,542	\$ 6,037,415
Cash, restricted	63,847	-	22,301	86,148
Receivables:				
Property tax	3,253,140	-	-	3,253,140
Fines, net	22,556	-	-	22,556
Franchise tax	76,434	-	-	76,434
Due from other funds	458,879	-	-	458,879
Intergovernmental receivables	181,449	-	19,586	201,035
Prepaid expenses	62,094	-	-	62,094
Other assets	37,312	-	-	37,312
Total Assets	<u>\$ 9,650,584</u>	<u>\$ -</u>	<u>\$ 584,429</u>	<u>\$ 10,235,013</u>
LIABILITIES				
Accounts payable	\$ 311,160	\$ -	\$ 3,782	\$ 314,942
Intergovernmental payables	86,983	-	50,626	137,609
Due to other funds	-	-	458,879	458,879
Other payables	8,032	-	-	8,032
Total Liabilities	<u>406,175</u>	<u>-</u>	<u>513,287</u>	<u>919,462</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - property taxes	3,253,140	-	-	3,253,140
Unavailable revenue - fines	22,556	-	-	22,556
Total Deferred Inflows of Resources	<u>3,275,696</u>	<u>-</u>	<u>-</u>	<u>3,275,696</u>
FUND BALANCES				
Restricted:				
General government	63,847	-	-	63,847
Public safety	-	-	22,301	22,301
Committed:				
Public works	-	-	51,643	51,643
Conservation of natural resources	-	-	(1,470)	(1,470)
Economic development	-	-	(1,332)	(1,332)
Unassigned	5,904,866	-	-	5,904,866
Total Fund Balances	<u>5,968,713</u>	<u>-</u>	<u>71,142</u>	<u>6,039,855</u>
Total Liabilities and Fund Balances	<u>\$ 9,650,584</u>	<u>\$ -</u>	<u>\$ 584,429</u>	<u>\$ 10,235,013</u>

City of Diamondhead, Mississippi

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds

For the Year Ended September 30, 2019

	<u>General Fund</u>	<u>Police Department</u>	<u>Other Governmental Funds</u>	<u>Totals</u>
REVENUES				
Property taxes	\$ 2,586,152	\$ 873,472	\$ -	\$ 3,459,624
General sales taxes	673,547	-	-	673,547
Franchise taxes	275,701	-	-	275,701
Road and bridge privilege taxes	384,627	-	-	384,627
Licenses, commissions and other revenue	124,439	-	-	124,439
Fines and forfeitures	69,996	-	-	69,996
Intergovernmental revenues	13,500	-	577,104	590,604
Charges for services	-	-	596,319	596,319
Interest	128,043	-	2,447	130,490
Other revenues	8,911	-	14,989	23,900
Total revenues	<u>4,264,916</u>	<u>873,472</u>	<u>1,190,859</u>	<u>6,329,247</u>
EXPENDITURES				
Current:				
General government	1,292,005	-	-	1,292,005
Public safety	174,921	873,472	65,523	1,113,916
Public works	1,436,502	-	1,280,090	2,716,592
Culture and recreation	34,065	-	-	34,065
Conservation of natural resources	-	-	30,174	30,174
Economic development and assistance	69,870	-	19,607	89,477
Debt service:				
Capital lease	138,544	-	-	138,544
Interest	35,811	-	-	35,811
Total expenditures	<u>3,181,718</u>	<u>873,472</u>	<u>1,395,394</u>	<u>5,450,584</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,083,198</u>	<u>-</u>	<u>(204,535)</u>	<u>878,663</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	268,605	268,605
Transfers out	(268,605)	-	-	(268,605)
Insurance proceeds	843	-	-	843
Total other financing sources (uses)	<u>(267,762)</u>	<u>-</u>	<u>268,605</u>	<u>843</u>
Net change in fund balances	815,436	-	64,070	879,506
Fund balances, October 1, 2018	<u>5,153,277</u>	<u>-</u>	<u>7,072</u>	<u>5,160,349</u>
Fund balances, September 30, 2019	<u>\$ 5,968,713</u>	<u>\$ -</u>	<u>\$ 71,142</u>	<u>\$ 6,039,855</u>

City of Diamondhead, Mississippi
Statement of Net Position – Proprietary Funds
September 30, 2019

ASSETS	<i>Fire Protection District</i>	<i>Combined Water and Sewer System</i>	<i>Total</i>
Current assets:			
Cash	\$ 1,099,986	\$ 8,306,915	\$ 9,406,901
Fire fees receivable, net	39,444	-	39,444
Accounts receivable, net	-	698,587	698,587
Intergovernmental receivables	13,188	2,500,097	2,513,285
Prepaid expense	9,028	76,803	85,831
Inventory	-	81,909	81,909
Total current assets	<u>1,161,646</u>	<u>11,664,311</u>	<u>12,825,957</u>
Non-current assets:			
Cash, restricted	82,961	2,264,238	2,347,199
Capital assets:			
Capital assets not being depreciated	174,053	2,770,536	2,944,589
Capital assets being depreciated, net	<u>532,923</u>	<u>52,088,208</u>	<u>52,621,131</u>
Total non-current assets	<u>789,937</u>	<u>57,122,982</u>	<u>57,912,919</u>
Total assets	<u>1,951,583</u>	<u>68,787,293</u>	<u>70,738,876</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pensions	<u>80,517</u>	-	<u>80,517</u>
Total Deferred Inflows of Resources	<u>80,517</u>	-	<u>80,517</u>
LIABILITIES			
Current Liabilities:			
Accounts payable	144	309,094	309,238
Retainage payable	-	177,947	177,947
Interest payable	-	143,499	143,499
Payroll liabilities	39,798	22,849	62,647
Unearned revenue	27,031	19,844	46,875
Capital debt, current	-	629,044	629,044
Total current liabilities	<u>66,973</u>	<u>1,302,277</u>	<u>1,369,250</u>
Non-current liabilities:			
Net pension liability	2,286,957	-	2,286,957
Customer Deposits	-	531,085	531,085
Compensated absences	43,972	103,012	146,984
Capital debt	-	10,158,529	10,158,529
Total non-current liabilities	<u>2,330,929</u>	<u>10,792,626</u>	<u>13,123,555</u>
Total liabilities	<u>2,397,902</u>	<u>12,094,903</u>	<u>14,492,805</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	<u>30,991</u>	-	<u>30,991</u>
Total Deferred Inflows of Resources	<u>30,991</u>	-	<u>30,991</u>
NET POSITION			
Net investment in capital assets	706,976	44,071,171	44,778,147
Restricted	82,961	4,233,700	4,316,661
Unrestricted	<u>(1,186,730)</u>	<u>8,387,519</u>	<u>7,200,789</u>
Total net position	<u>\$ (396,793)</u>	<u>\$ 56,692,390</u>	<u>\$ 56,295,597</u>

City of Diamondhead, Mississippi
Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Funds
For the Year Ended September 30, 2019

	<i>Fire Protection District</i>	<i>Combined Water and Sewer System</i>	<i>Total</i>
OPERATING REVENUES			
Charges for services	\$ 1,333,197	\$ -	\$ 1,333,197
Insurance rebate revenue	18,814	-	18,814
Water use charges	-	1,502,144	1,502,144
Water service fees	-	49,334	49,334
Sewer use charges	-	2,757,094	2,757,094
Total operating revenues	<u>1,352,011</u>	<u>4,308,572</u>	<u>5,660,583</u>
OPERATING EXPENSES			
Personnel services	1,066,008	1,479,392	2,545,400
Pension expense	257,650	-	257,650
Insurance	18,841	88,026	106,867
Telephone and utilities	-	269,717	269,717
Repairs, maintenance and supplies	66,784	214,540	281,324
Legal and professional fees	-	148,281	148,281
Contract services	-	124,933	124,933
Office expense	-	16,506	16,506
Training & uniforms	13,215	8,145	21,360
Dues and subscriptions	-	2,887	2,887
Commissioner services	-	8,736	8,736
Administrative expenses	90,641	-	90,641
Grant expenses	125	-	125
Bad debt expense	-	(932)	(932)
Depreciation expense	<u>44,883</u>	<u>1,666,906</u>	<u>1,711,789</u>
Total operating expenses	<u>1,558,147</u>	<u>4,027,137</u>	<u>5,585,284</u>
Operating income (loss)	<u>(206,136)</u>	<u>281,435</u>	<u>75,299</u>
NONOPERATING REVENUES (EXPENSES)			
Taxes	328,213	-	328,213
Miscellaneous revenues	2,602	2,031	4,633
Insurance recovery payments	1,429	-	1,429
Interest income	1,025	202,013	203,038
Interest expense	<u>-</u>	<u>(341,869)</u>	<u>(341,869)</u>
Total nonoperating revenues (expenses)	<u>333,269</u>	<u>(137,825)</u>	<u>195,444</u>
Change in net position	127,133	143,610	270,743
Net position, beginning	<u>(523,926)</u>	<u>56,548,780</u>	<u>56,024,854</u>
Net position, ending	<u>\$ (396,793)</u>	<u>\$ 56,692,390</u>	<u>\$ 56,295,597</u>

City of Diamondhead, Mississippi
Statement of Cash Flows – Proprietary Funds
For the Year Ended September 30, 2019

	<i>Fire Protection District</i>	<i>Combined Water and Sewer System</i>	<i>Total</i>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from customers	\$ -	\$ 4,113,440	\$ 4,113,440
Cash received from charges for services	1,351,760	-	1,351,760
Cash payments for personnel services	(1,230,589)	(1,470,091)	(2,700,680)
Cash payments to suppliers for goods or services	(206,527)	(1,123,530)	(1,330,057)
Net cash provided (used) by operating activities	<u>(85,356)</u>	<u>1,519,819</u>	<u>1,434,463</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Cash received from taxes	328,213	-	328,213
Cash received from insurance recoveries	1,429	-	1,429
Other non-operating income (expense)	2,602	2,031	4,633
Net cash provided (used) by non-capital financing activities	<u>332,244</u>	<u>2,031</u>	<u>334,275</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Principal payments on debt	-	(605,000)	(605,000)
Interest paid on debt	-	(353,477)	(353,477)
Acquisition, disposal, and construction of capital assets	(3,285)	(2,155,272)	(2,158,557)
Net cash provided (used) by capital and related financing activities	<u>(3,285)</u>	<u>(3,113,749)</u>	<u>(3,117,034)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from interest income	1,025	202,013	203,038
Net cash provided (used) by investing activities	<u>1,025</u>	<u>202,013</u>	<u>203,038</u>
Net increase (decrease) in cash	244,628	(1,389,886)	(1,145,258)
Cash at beginning of year	938,319	11,961,039	12,899,358
Cash at end of year	<u>\$ 1,182,947</u>	<u>\$ 10,571,153</u>	<u>\$ 11,754,100</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:			
Net operating income	\$ (206,136)	\$ 281,435	\$ 75,299
Adjustments to reconcile net operating income to net cash provided (used) by operating activities:			
Depreciation expense	44,883	1,666,906	1,711,789
Changes in assets and liabilities:			
(Increase) decrease in accounts receivable	(251)	(196,896)	(197,147)
(Increase) decrease in inventory	-	19,041	19,041
(Increase) decrease in other assets	(2,937)	(25,681)	(28,618)
Increase (decrease) in accounts payable	(37,348)	(251,936)	(289,284)
Increase (decrease) in retainage payable	-	15,885	15,885
Increase (decrease) in unearned income	2,503	(207)	2,296
Increase (decrease) in customer deposits	-	1,971	1,971
Increase (decrease) in payroll liabilities	124,568	7,594	132,162
Increase (decrease) in compensated absences	(10,638)	1,707	(8,931)
Net cash provided (used) by operating activities	<u>\$ (85,356)</u>	<u>\$ 1,519,819</u>	<u>\$ 1,434,463</u>

CHANGES AS A RESULT OF CONSOLIDATION

City of Diamondhead, Mississippi
Statement of Net Position – Government-Wide
Changes as a Result of Consolidation

	Historical		Change		Forecast		
	<i>Governmental Activities</i>	<i>Business-Type Activities</i>	<i>Governmental Change</i>	<i>Business-Type Change</i>	<i>Governmental Activities</i>	<i>Business-Type Activities</i>	
ASSETS							
Cash	\$ 6,037,415	\$ 9,406,901	\$ 1,099,986	\$ (1,099,986)	\$ 7,137,401	\$ 8,306,915	
Cash, restricted	86,148	2,347,199	82,961	(82,961)	169,109	2,264,238	
Accounts receivable, net	-	698,587	-	-	-	698,587	
Property tax receivable	3,253,140	-	930,000	-	4,183,140	-	Note 14
Franchise tax receivable	76,434	-	-	-	76,434	-	
Fines receivable (net of allowance for uncollectibles of \$373,858)	22,556	-	-	-	22,556	-	
Fire fees receivable, net	-	39,444	-	(39,444)	-	-	Note 14
Prepaid expenses	62,094	85,831	9,028	(9,028)	71,122	76,803	
Intergovernmental receivables	301,880	2,513,285	13,188	(13,188)	315,068	2,500,097	
Inventory	-	81,909	-	-	-	81,909	
Other assets	37,312	-	-	-	37,312	-	
Capital assets:							
Nondepreciable capital assets	8,347,344	2,944,589	174,053	(174,053)	8,521,397	2,770,536	
Depreciable capital assets, net	51,592,255	52,621,131	(4,567,399)	(3,889,449)	47,024,856	48,731,682	Note 5
Total Assets	<u>69,816,578</u>	<u>70,738,876</u>	<u>(2,258,183)</u>	<u>(5,308,109)</u>	<u>67,558,395</u>	<u>65,430,767</u>	
DEFERRED OUTFLOWS OF RESOURCES							
Deferred outflows related to pensions	-	80,517	-	(80,517)	-	-	Note 15
Total Deferred Inflows of Resources	<u>-</u>	<u>80,517</u>	<u>-</u>	<u>(80,517)</u>	<u>-</u>	<u>-</u>	

City of Diamondhead, Mississippi
Statement of Net Position – Government-Wide
Changes as a Result of Consolidation (Continued)

	Historical		Change		Forecast		
	<i>Governmental Activities</i>	<i>Business-Type Activities</i>	<i>Governmental Change</i>	<i>Business-Type Change</i>	<i>Governmental Activities</i>	<i>Business-Type Activities</i>	
LIABILITIES							
Accounts payable and accrued liabilities	314,942	487,185	144	(144)	315,086	487,041	
Due to other governmental agencies	137,609	-	-	-	137,609	-	
Accrued interest payable	9,062	143,499	-	-	9,062	143,499	
Other payables & unearned fire fees	8,032	109,522	39,798	(66,829)	47,830	42,693	Note 14
Long-term liabilities:							
Customer deposits	-	531,085	-	-	-	531,085	
Compensated absences	28,165	146,984	-	(146,984)	28,165	-	Note 16 & 20
Net pension liability	-	2,286,957	-	(2,286,957)	-	-	Note 15
Due within one year							
Capital debt	142,153	629,044	(54,655)	45,956	87,498	675,000	Note 8
Due in more than one year							
Capital debt	<u>967,810</u>	<u>10,158,529</u>	<u>(383,028)</u>	<u>(2,033,529)</u>	<u>584,782</u>	<u>8,125,000</u>	Note 8
Total Liabilities	<u>1,607,773</u>	<u>14,492,805</u>	<u>(397,741)</u>	<u>(4,488,487)</u>	<u>1,210,032</u>	<u>10,004,318</u>	
DEFERRED INFLOWS OF RESOURCES							
Property tax for future reporting period	3,253,140	-	930,000	-	4,183,140	-	Note 14
Deferred inflows related to pensions	<u>-</u>	<u>30,991</u>	<u>-</u>	<u>(30,991)</u>	<u>-</u>	<u>-</u>	Note 15
Total Deferred Inflows of Resources	<u>3,253,140</u>	<u>30,991</u>	<u>930,000</u>	<u>(30,991)</u>	<u>4,183,140</u>	<u>-</u>	
NET POSITION							
Net investment in capital assets	58,829,636	44,778,147	(3,955,663)	(2,075,929)	54,873,973	42,702,218	
Restricted for:							
General government	147,714	-	-	-	147,714	-	
Public safety	43,379	(1,103,769)	1,165,221	1,309,793	1,208,600	206,024	
Public works	24,840	12,621,219	-	(103,012)	24,840	12,518,207	
Conservation of natural resources	(1,470)	-	-	-	(1,470)	-	
Economic development	(1,332)	-	-	-	(1,332)	-	
Unrestricted	<u>5,912,898</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,912,898</u>	<u>-</u>	
Total Net Position	<u>\$ 64,955,665</u>	<u>\$ 56,295,597</u>	<u>\$ (2,790,442)</u>	<u>\$ (869,148)</u>	<u>\$ 62,165,223</u>	<u>\$ 55,426,449</u>	

City of Diamondhead, Mississippi
Statement of Revenues, Expenditures and Changes in Fund Balance – Fire Department
Changes as a Result of Consolidation

	Fire Department			
	<i>Historical</i>	<i>Change</i>	<i>Forecast</i>	
REVENUES				
Property taxes	\$ 328,213	\$ 930,000	\$ 1,258,213	(1)
Intergovernmental revenues	18,814	-	18,814	
Charges for services	1,333,197	(1,333,197)	-	Note 14
Interest	1,025	-	1,025	
Other revenues	4,031	-	4,031	
Total revenues	<u>1,685,280</u>	<u>(403,197)</u>	<u>1,282,083</u>	
EXPENDITURES				
Public safety:				
Wages	854,131	(54,782)	799,349	Note 16
Fringe benefits	145,929	(25,636)	120,293	Note 16
Pension expense	257,650	(195,640)	62,010	Note 15
Payroll taxes	65,948	(4,797)	61,151	Note 16
Workman's compensation	18,841	-	18,841	
Administrative expenses	90,641	(23,400)	67,241	Note 17
Supplies	8,613	-	8,613	
Training and uniform expenses	13,215	-	13,215	
Gas and oil expenses	7,161	-	7,161	
Depreciation expense	44,883	(44,883)	-	Note 17
Repairs and maintenance	51,010	-	51,010	
Grant expenses	125	-	125	
Total expenditures	<u>1,558,147</u>	<u>(349,138)</u>	<u>1,209,009</u>	
Excess (deficiency) of revenues over (under) expenditures	<u>127,133</u>	<u>(54,059)</u>	<u>73,074</u>	

(1) MILLAGE ANALYSIS:

As of the date of this report the value of a mill in Diamondhead is \$93,000.

We estimate approximately **ten additional mills** will be necessary to support the fire department.

City Portion of Property Taxes, Increase 93,000 x 10 mills = 930,000

<i>Effect on real property:</i>	<u>Current*</u>	<u>10 Mills</u>	<u>Total Tax</u>	<u>10 Mills w/Homestead</u>
Home Value \$100,000	295	100	395	25
Home Value \$200,000	590	200	790	125
Home Value \$300,000	885	300	1,185	225
Home Value \$400,000	1,180	400	1,580	325

* This doesn't include homestead exemption.

<i>Effect on car tags:</i>	<u>Current*</u>	<u>10 Mills</u>	<u>Total Tax</u>
Car Value \$15,500	36	12	48
Car Value \$25,500	59	20	79

* Includes an estimated Legislative Tag Credit

City of Diamondhead, Mississippi
Statement of Revenues, Expenditures and Changes in Fund Balance – Police Department
Changes as a Result of Consolidation

	<u>Police Department</u>			
	<u>With Interlocal</u>	<u>Change</u>	<u>Without Interlocal</u>	
REVENUES				
Property taxes	\$ 873,742	\$ 232,500	\$ 1,106,242	(2)
Total revenues	<u>873,742</u>	<u>232,500</u>	<u>1,106,242</u>	
EXPENDITURES				
Public safety:				
Salaries & wages	468,636	205,484	674,120	Note 18
Overtime	70,200	(20,000)	50,200	Note 18
Retirement benefits	95,532	(43,082)	52,450	Note 18
Insurance, Health & WC	93,891	33,478	127,369	Note 18
Fuel	32,192	7,808	40,000	Note 19
Uniforms	3,720	1,280	5,000	Note 19
Repairs and maintenance	21,564	-	21,564	
Office & Supplies	2,595	-	2,595	
Internet	3,958	-	3,958	
Travel and training	2,258	5,742	8,000	Note 19
Insurance	12,695	-	12,695	
Lease expense	883	-	883	
Prisoner's expense	10,030	-	10,030	
Other services and charges	9,588	-	9,588	
Appropriations	9,600	-	9,600	
Capital outlay - vehicles	34,508	25,492	60,000	Note 19
Capital outlay - equipment	<u>1,892</u>	<u>108</u>	<u>2,000</u>	Note 19
Total expenditures	<u>873,742</u>	<u>216,309</u>	<u>1,090,051</u>	
Excess (deficiency) of revenues over (under) expenditures	<u>-</u>	<u>16,191</u>	<u>16,191</u>	

(2) MILLAGE ANALYSIS:

As of the date of this report the value of a mill in Diamondhead is \$93,000.

We estimate approximately 2.5 **additional mills** will be necessary to support the police department.

	93,000	x 2.5 mills =	232,500	
City Portion of Property Taxes, Increase				
<i>Effect on real property:</i>	<u>Current*</u>	<u>2.5 Mills</u>	<u>Total Tax</u>	<u>2.5 Mills w/Homestead</u>
Home Value \$100,000	295	25	320	6
Home Value \$200,000	590	50	640	31
Home Value \$300,000	885	75	960	56
Home Value \$400,000	1,180	100	1,280	81

* This doesn't include homestead exemption.

	<u>Current*</u>	<u>2.5 Mills</u>	<u>Total Tax</u>
<i>Effect on car tags:</i>			
Car Value \$15,500	36	3	39
Car Value \$25,500	59	5	64

* Includes an estimated Legislative Tag Credit

City of Diamondhead, Mississippi
Statement of Revenues, Expenses and Changes in Fund Net Position – Water & Sewer System
Changes as a Result of Consolidation

	Combined Water & Sewer System			
	<i>Historical</i>	<i>Change</i>	<i>Forecast</i>	
OPERATING REVENUES				
Water use charges	\$ 1,502,144	\$ -	\$ 1,502,144	
Water service fees	49,334	-	49,334	
Sewer use charges	<u>2,757,094</u>	-	<u>2,757,094</u>	
Total operating revenues	<u>4,308,572</u>	-	<u>4,308,572</u>	
OPERATING EXPENSES				
Salaries, wages and related taxes	1,108,413	(125,314)	983,099	Note 20
Health insurance	308,409	(145,660)	162,749	Note 20
Insurance	88,026	-	88,026	
Telephone and utilities	269,717	-	269,717	
Repairs, maintenance and supplies	214,540	-	214,540	
Legal and professional fees	148,281	(28,000)	120,281	Note 21
Contract services	124,933	-	124,933	
Retirement	62,570	9,116	71,686	Note 20
Office supplies and expense	16,506	-	16,506	
Uniforms	8,145	-	8,145	
Dues and subscriptions	2,887	-	2,887	
Commissioner services	8,736	(8,736)	-	Note 21
Bad debt expense	(932)	-	(932)	
Depreciation expense	<u>1,666,906</u>	-	<u>1,666,906</u>	
Total operating expenses	<u>4,027,137</u>	<u>(298,594)</u>	<u>3,728,543</u>	
Operating income (loss)	<u>281,435</u>	<u>298,594</u>	<u>580,029</u>	
NONOPERATING REVENUES (EXPENSES)				
Miscellaneous revenues	2,031	-	2,031	
Interest income	202,013	-	202,013	
Interest expense	<u>(341,869)</u>	-	<u>(341,869)</u>	
Total nonoperating revenues (expenses)	<u>(137,825)</u>	-	<u>(137,825)</u>	
Change in net position	143,610	298,594	442,204	
Net position, beginning	<u>56,548,780</u>	-	<u>54,984,245</u>	
Net position, ending	<u>\$ 56,692,390</u>	<u>\$ 298,594</u>	<u>\$ 55,426,449</u>	

FINANCIAL STATEMENTS - FORECASTED

City of Diamondhead, Mississippi
Statement of Net Position – Government-Wide
Forecasted as of September 30, 2022

	<i>Governmental</i>	<i>Business-Type</i>	
ASSETS	<u>Activities</u>	<u>Activities</u>	<u>Total</u>
Cash	\$ 7,137,401	\$ 8,306,915	\$ 15,444,316
Cash, restricted	169,109	2,264,238	2,433,347
Accounts receivable, net	-	698,587	698,587
Property tax receivable	4,183,140	-	4,183,140
Franchise tax receivable	76,434	-	76,434
Fines receivable (net of allowance for uncollectibles of \$373,858)	22,556	-	22,556
Prepaid expenses	71,122	76,803	147,925
Intergovernmental receivables	315,068	2,500,097	2,815,165
Inventory	-	81,909	81,909
Other assets	37,312	-	37,312
Capital assets:			
Nondepreciable capital assets	8,521,397	2,770,536	11,291,933
Depreciable capital assets, net	<u>47,024,856</u>	<u>48,731,682</u>	<u>95,756,538</u>
Total Assets	<u>67,558,395</u>	<u>65,430,767</u>	<u>132,989,162</u>
LIABILITIES			
Accounts payable and accrued liabilities	315,086	487,041	802,127
Due to other governmental agencies	137,609	-	137,609
Accrued interest payable	9,062	143,499	152,561
Other payables & unearned fire fees	47,830	42,693	90,523
Long-term liabilities:			
Customer deposits	-	531,085	531,085
Compensated absences	28,165	-	28,165
Due within one year			
Capital debt	87,498	675,000	762,498
Due in more than one year			
Capital debt	<u>584,782</u>	<u>8,125,000</u>	<u>8,709,782</u>
Total Liabilities	<u>1,210,032</u>	<u>10,004,318</u>	<u>11,214,350</u>
DEFERRED INFLOWS OF RESOURCES			
Property tax for future reporting period	<u>4,183,140</u>	-	<u>4,183,140</u>
Total Deferred Inflows of Resources	<u>4,183,140</u>	-	<u>4,183,140</u>
NET POSITION			
Net investment in capital assets	54,873,973	42,702,218	97,576,191
Restricted for:			
General government	147,714	-	147,714
Public safety	1,208,600	206,024	1,414,624
Public works	24,840	12,518,207	12,543,047
Conservation of natural resources	(1,470)	-	(1,470)
Economic development	(1,332)	-	(1,332)
Unrestricted	<u>5,912,898</u>	-	<u>5,912,898</u>
Total Net Position	<u>\$ 62,165,223</u>	<u>\$ 55,426,449</u>	<u>\$117,591,672</u>

City of Diamondhead, Mississippi
Balance Sheet – Governmental Funds
Forecasted as of September 30, 2022

	<i>General Fund</i>	<i>Fire Department</i>	<i>Police Department</i>	<i>Other Governmental Funds</i>	<i>Totals</i>
ASSETS					
Cash	\$ 5,494,873	\$ 1,099,986	\$ 14,567	\$ 542,542	\$ 7,151,968
Cash, restricted	63,847	82,961	-	22,301	169,109
Receivables:					
Property tax	3,253,140	930,000	-	-	4,183,140
Fines, net	22,556	-	-	-	22,556
Franchise tax	76,434	-	-	-	76,434
Due from other funds	458,879	-	-	-	458,879
Intergovernmental receivables	181,449	13,188	-	19,586	214,223
Prepaid expenses	62,094	9,028	-	-	71,122
Other assets	37,312	-	-	-	37,312
Total Assets	<u>\$ 9,650,584</u>	<u>\$ 2,135,163</u>	<u>\$ 14,567</u>	<u>\$ 584,429</u>	<u>\$ 12,384,743</u>
LIABILITIES					
Accounts payable	\$ 311,160	\$ 144	\$ -	\$ 3,782	\$ 315,086
Intergovernmental payables	86,983	-	-	50,626	137,609
Due to other funds	-	-	-	458,879	458,879
Other payables	8,032	39,798	-	-	47,830
Total Liabilities	<u>406,175</u>	<u>39,942</u>	<u>-</u>	<u>513,287</u>	<u>959,404</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - property taxes	3,253,140	930,000	-	-	4,183,140
Unavailable revenue - fines	22,556	-	-	-	22,556
Total Deferred Inflows of Resources	<u>3,275,696</u>	<u>930,000</u>	<u>-</u>	<u>-</u>	<u>4,205,696</u>
FUND BALANCES					
Restricted:					
General government	63,847	-	-	-	63,847
Public safety	-	1,165,221	-	22,301	1,187,522
Committed:					
Public works	-	-	-	51,643	51,643
Conservation of natural resources	-	-	-	(1,470)	(1,470)
Economic development	-	-	-	(1,332)	(1,332)
Unassigned	5,904,866	-	-	-	5,904,866
Total Fund Balances	<u>5,968,713</u>	<u>1,165,221</u>	<u>14,567</u>	<u>71,142</u>	<u>7,219,643</u>
Total Liabilities and Fund Balances	<u>\$ 9,650,584</u>	<u>\$ 2,135,163</u>	<u>\$ 14,567</u>	<u>\$ 584,429</u>	<u>\$ 12,384,743</u>

City of Diamondhead, Mississippi

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
Forecasted for the Year Ended September 30, 2022

	<i>General Fund</i>	<i>Fire Department</i>	<i>Police Department</i>	<i>Other Governmental Funds</i>	<i>Totals</i>
REVENUES					
Property taxes	\$ 2,586,152	\$ 1,258,213	\$ 1,106,242	\$ -	\$ 4,950,607
General sales taxes	673,547	-	-	-	673,547
Franchise taxes	275,701	-	-	-	275,701
Road and bridge privilege taxes	384,627	-	-	-	384,627
Licenses, commissions and other revenue	124,439	-	-	-	124,439
Fines and forfeitures	69,996	-	-	-	69,996
Intergovernmental revenues	13,500	18,814	-	577,104	609,418
Charges for services	-	-	-	596,319	596,319
Interest	128,043	1,025	-	2,447	131,515
Other revenues	8,911	4,031	-	14,989	27,931
Total revenues	<u>4,264,916</u>	<u>1,282,083</u>	<u>1,106,242</u>	<u>1,190,859</u>	<u>7,844,100</u>
EXPENDITURES					
Current:					
General government	1,292,005	-	-	-	1,292,005
Public safety	174,921	1,209,009	1,090,051	65,523	2,539,504
Public works	1,436,502	-	-	1,280,090	2,716,592
Culture and recreation	34,065	-	-	-	34,065
Conservation of natural resources	-	-	-	30,174	30,174
Economic development and assistance	69,870	-	-	19,607	89,477
Debt service:					
Capital lease	138,544	-	-	-	138,544
Interest	35,811	-	-	-	35,811
Total expenditures	<u>3,181,718</u>	<u>1,209,009</u>	<u>1,090,051</u>	<u>1,395,394</u>	<u>6,876,172</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,083,198</u>	<u>73,074</u>	<u>16,191</u>	<u>(204,535)</u>	<u>967,928</u>
OTHER FINANCING SOURCES (USES)					
Transfers in	-	-	-	268,605	268,605
Transfers out	(268,605)	-	-	-	(268,605)
Insurance proceeds	843	-	-	-	843
Total other financing sources (uses)	<u>(267,762)</u>	<u>-</u>	<u>-</u>	<u>268,605</u>	<u>843</u>
Net change in fund balances	815,436	73,074	16,191	64,070	968,771
Fund balances, Beginning	<u>5,153,277</u>	<u>1,092,147</u>	<u>-</u>	<u>7,072</u>	<u>6,252,496</u>
Fund balances, Ending	<u>\$ 5,968,713</u>	<u>\$ 1,165,221</u>	<u>\$ 16,191</u>	<u>\$ 71,142</u>	<u>\$ 7,221,267</u>

City of Diamondhead, Mississippi
Statement of Net Position – Proprietary Fund
Forecasted as of September 30, 2022

*Combined Water
and Sewer System*

ASSETS

Current assets:

Cash	\$ 8,306,915
Accounts receivable, net	698,587
Intergovernmental receivables	2,500,097
Prepaid expense	76,803
Inventory	81,909
Total current assets	<u>11,664,311</u>

Non-current assets:

Cash, restricted	2,264,238
Capital assets:	
Capital assets not being depreciated	2,770,536
Capital assets being depreciated, net	<u>48,731,682</u>
Total non-current assets	<u>53,766,456</u>
Total assets	<u>65,430,767</u>

LIABILITIES

Current Liabilities:

Accounts payable	309,094
Retainage payable	177,947
Interest payable	143,499
Payroll liabilities	22,849
Unearned revenue	19,844
Capital debt, current	<u>675,000</u>
Total current liabilities	<u>1,348,233</u>

Non-current liabilities:

Customer Deposits	531,085
Capital debt	<u>8,125,000</u>
Total non-current liabilities	<u>8,656,085</u>
Total liabilities	<u>10,004,318</u>

NET POSITION

Net investment in capital assets	42,702,218
Restricted	2,264,238
Unrestricted	<u>10,459,993</u>
Total net position	<u>\$ 55,426,449</u>

City of Diamondhead, Mississippi
Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Fund
Forecasted for the Year Ended September 30, 2022

	<u>Combined Water and Sewer System</u>
OPERATING REVENUES	
Water use charges	\$ 1,502,144
Water service fees	49,334
Sewer use charges	<u>2,757,094</u>
Total operating revenues	<u>4,308,572</u>
OPERATING EXPENSES	
Personnel services	1,217,534
Insurance	88,026
Telephone and utilities	269,717
Repairs, maintenance and supplies	214,540
Legal and professional fees	120,281
Contract services	124,933
Office expense	16,506
Training & uniforms	8,145
Dues and subscriptions	2,887
Bad debt expense	(932)
Depreciation expense	<u>1,666,906</u>
Total operating expenses	<u>3,728,543</u>
Operating income (loss)	<u>580,029</u>
NONOPERATING REVENUES (EXPENSES)	
Miscellaneous revenues	2,031
Interest income	202,013
Interest expense	<u>(341,869)</u>
Total nonoperating revenues (expenses)	<u>(137,825)</u>
Change in net position	442,204
Net position, beginning	<u>54,984,245</u>
Net position, ending	<u>\$ 55,426,449</u>

City of Diamondhead, Mississippi
Statement of Cash Flows – Proprietary Fund
Forecasted for the Year Ended September 30, 2022

	<i>Combined Water and Sewer System</i>
CASH FLOWS FROM OPERATING ACTIVITIES:	
Cash received from customers	\$ 4,113,440
Cash payments for personnel services	(1,470,091)
Cash payments to suppliers for goods or services	<u>(1,123,530)</u>
Net cash provided (used) by operating activities	<u>1,519,819</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:	
Other non-operating income (expense)	<u>2,031</u>
Net cash provided (used) by non-capital financing activities	<u>2,031</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Principal payments on debt	(605,000)
Interest paid on debt	(353,477)
Acquisition, disposal, and construction of capital assets	<u>(2,155,272)</u>
Net cash provided (used) by capital and related financing activities	<u>(3,113,749)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Proceeds from interest income	<u>202,013</u>
Net cash provided (used) by investing activities	<u>202,013</u>
Net increase (decrease) in cash	(1,389,886)
Cash at beginning of year	<u>11,961,039</u>
Cash at end of year	<u>\$ 10,571,153</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES:	
Net operating income	\$ 281,435
Adjustments to reconcile net operating income to net cash provided (used) by operating activities:	
Depreciation expense	1,666,906
Changes in assets and liabilities:	
(Increase) decrease in accounts receivable	(196,896)
(Increase) decrease in inventory	19,041
(Increase) decrease in other assets	(25,681)
Increase (decrease) in accounts payable	(251,936)
Increase (decrease) in retainage payable	15,885
Increase (decrease) in unearned income	(207)
Increase (decrease) in customer deposits	1,971
Increase (decrease) in payroll liabilities	7,594
Increase (decrease) in compensated absences	<u>1,707</u>
Net cash provided (used) by operating activities	<u>\$ 1,519,819</u>

NOTES TO THE FINANCIAL STATEMENTS

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies

These forecasted financial statements of the City of Diamondhead, Mississippi were prepared in accordance with accounting principles generally accepted in the United States of America for governmental entities (GAAP). The following summary of the more significant accounting policies of the City is presented to assist the reader in interpreting these financial statements and should be viewed as an integral part of this report.

As with all prospective engagements, the preparation of these financial statements included significant estimates about the City's future. The intent of these statements is to show the potential impact of a consolidation of the Fire District and Water & Sewer District with the City of Diamondhead. Additionally, we are presenting changes we expect to occur if the City were to stop participating in the policing interlocal agreement with the Sheriff's Department.

These notes to the financial statements include excerpts from the audits of the City of Diamondhead, Diamondhead Fire Protection District and Diamondhead Water & Sewer District. Original audits can be obtained by contacting these entities.

Reporting Entities

The City of Diamondhead was incorporated January 20, 2012 under the laws of the State of Mississippi. The City is a municipal corporation governed by a five-member council and mayor. Diamondhead operated under a council-manager form of government as provided by its Charter. The Mayor and five City Council members are elected and serve four-year terms. The City Council directly appoints officers (City Attorney, City Clerk, City Manager, and Presiding Judge) who have full responsibility for carrying out City Council policies and administering day-to-day city operations.

The accounting and reporting policies of the City relating to the funds and accounts groups included in the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled *Audits of State and Local Governmental Units*, and by the Financial Accounting Standards Board (when applicable). The more significant accounting policies of the City are described below.

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the City's governing council. As defined by accounting principles generally accepted in the United States of America, the City is considered a "primary government."

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Accounting Principles Generally Accepted in the United States of America. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters.

The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City can exercise oversight responsibilities.

The Diamondhead Fire Protection District (the District), at the time of this report, is a component unit of Hancock County, Mississippi and was formed as a political body under the laws of Mississippi 19-5-175 of the Mississippi Code of 1972. These laws allow the District to charge a fee for its services. The District serves the citizens of Diamondhead with fire protection, search and rescue, and CPR training and awareness.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

The Diamondhead Water and Sewer District is a special-purpose government, being a body politic of Hancock County, Mississippi. The District was created under authority of the Legislature of the State of Mississippi, Code Sections 19-5-151 through 19-5-207, by the Hancock Board of Supervisors. The District was created for the purposes of providing water, sewer and related services to an area generally located in and around Diamondhead, Mississippi. This reporting entity, which is classified as an enterprise fund, issues its own financial statements. The District is principally an autonomous body. Commissioners are appointed by the City of Diamondhead, Mississippi. The District is wholly responsible for its own funding through user fees, management and fiscal policy making functions.

Basis of Presentation

The forecasted financial statements consist of a government-wide Statement of Net Position, fund financial statements and accompanying note disclosures, which provide a detailed level of financial information. In addition, we included statements to show the impact of consolidation and the changes the City can expect to see.

Government-wide Financial Statements:

The Statement of Net Position displays information concerning the City as a whole. The statement includes all nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are generally financed through taxes, intergovernmental revenues and other nonexchange revenues and are reported separately from business-type activities. Business-type activities rely mainly on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities and business-type activities of the City at year-end. For the purpose of the forecast, the Statement of Activities was not included.

Fund Financial Statements:

Fund financial statements are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, deferred outflows, liabilities, deferred inflows, fund balances, revenues, and expenditures/expenses. Funds are organized into governmental, proprietary, and fiduciary. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Nonmajor funds are aggregated and presented in a single column as Other Governmental Funds. No fiduciary funds were reported for the purpose of the forecast.

Measurement Focus and Basis of Accounting

The Government-wide, Proprietary Funds, and Fiduciary Funds (excluding agency funds) financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Shared revenues are recognized when the provider government recognizes the liability to the City. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied. Agency funds have no measurement focus but use the accrual basis of accounting.

The revenues and expenses of Proprietary Funds are classified as operating or nonoperating. Operating revenues and expenses generally result from providing services in connection with a Proprietary Fund's primary operations. All other revenues and expenses are reported as nonoperating.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

Measurement Focus and Basis of Accounting (continued)

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized in the accounting period when the related fund liabilities are incurred.

Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recognized only when payment is due. Property taxes, state appropriations and federal awards are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

Proprietary fund financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred or economic asset is used, regardless of the timing of the related cash flows. Shared revenues are recognized when the provider government recognized the liability to the District. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

State appropriations and federal awards are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

Operating income reported in proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

Normally the City reports only the General Fund as a major Governmental Fund, however for the purpose of the forecast we are segregating the following:

General Fund – This fund is used to account for all activities of the general government for which a separate fund has not been established.

Fire Department – This reflects the activities of the fire department. On a normal basis the fire department would not be in a separate fund, nor would it be listed separately on the face of the financial statements.

Police Department – This reflects the activities of the police department. On a normal basis the police department would not be in a separate fund, nor would it be listed separately on the face of the financial statements.

Additionally, the City could report the following fund types:

GOVERNMENTAL FUND TYPES

Special Revenue Funds – These funds are used to account for and report the proceeds of specific revenue resources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

Measurement Focus and Basis of Accounting (continued)

PROPRIETARY FUND TYPE

Enterprise Funds – These funds are used to account for those operations that are financed and operated in a manner similar to private business enterprises or where the City has decided that periodic determination of revenues earned, expenses incurred and/or net income is necessary for management accountability. The Diamondhead Water & Sewer District reports the following funds:

Water Fund – This fund accounts for operations of the water department that is financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing water services to the residents of the District on a continuing basis be financed or recovered primarily through user charges.

Sewer Fund – This fund accounts for operations of the sewer department that is financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing sewer services to the residents of the District on a continuing basis be financed or recovered primarily through user charges.

Public Assistance Fund – This fund is used to account for grant income and associated construction expenses for the on-going projects of the District. Once a project is completed the asset is reclassified to the department for which the construction was done.

FIDUCIARY FUND TYPE

Agency Funds – These funds account for various taxes, deposits and other monies collected or held by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers Association.

Deposits and Investments

State law authorizes the City to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories, and in obligations of the U.S. Treasury, State of Mississippi, or any City, municipality or school district of this state. Further, the City may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, and all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value. However, the City did not invest in any governmental securities during the fiscal year.

Receivables

Receivables are reported net of allowances for uncollectible accounts, where applicable. The estimated uncollectible allowance amount is based on the aging of receivables, historical collection experience, and other relevant circumstances.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

Interfund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as “due to/from other funds.” Interfund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Inventories and Prepays

Inventories in the Proprietary Funds are valued at cost, which approximates market, using the first in/first out method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items, such as prepaid insurance, are not reported for Fiduciary Fund Types since the costs of such items are accounted for as expenditures in the period of acquisition.

Restricted Assets

Proprietary Fund assets required to be held and/or used as specified in bond indentures, bond resolutions, trustee agreements, board resolutions and donor specifications have been reported as restricted assets. When both restricted and nonrestricted assets are available for use, the policy is to use restricted assets first.

Capital Assets

Capital acquisition and construction are reflected as expenditures in Governmental Fund statements and the related assets are reported as capital assets in the governmental or business-type activities column in the government-wide financial statements. All purchased capital assets are stated at historical cost where records are available and at an estimated historical cost where no records exist. Capital assets include significant amounts of infrastructure which have been valued at estimated historical cost. The estimated historical cost was based on replacement cost multiplied by the consumer price index implicit price deflator for the year of acquisition. The extent to which capital assets, other than infrastructure, costs have been estimated and the methods of estimation are not readily available.

Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on capital assets.

Governmental accounting and financial reporting standards require governments meeting certain criteria to retroactively report major general infrastructure assets by September 30, 2007. Current year general infrastructure assets are required to be reported. General infrastructure assets acquired after September 30, 1980, are reported on the government-wide financial statements. General infrastructure assets include all roads and bridges and other infrastructure assets.

Capital assets acquired or constructed for Proprietary Fund operations are capitalized at cost in the respective funds in which they are utilized. No interest is capitalized on self-constructed assets because non-capitalization of interest does not have a material effect on the City’s financial statements. Donated capital assets are recorded at their fair value at the time of donation.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives are used to report capital assets in the government-wide statements and Proprietary Funds. Depreciation is calculated on the straight-line basis for all assets, except land. A full year’s depreciation expense is taken for all purchases and sales of capital assets during the year.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

Capital Assets (continued)

The following schedule details those thresholds and estimated useful lives:

	Capitalization Thresholds	Estimated Useful Life (years)
Land	\$ -	N/A
Infrastructure	-	20
Buildings	10,000	40
Improvements other than buildings	5,000	20
Mobile equipment	1,000	5-10
Furniture and equipment	1,000	5-10
Leased property under capital leases	*	*

- * Leased property capitalization policy and estimated useful life will correspond with the amounts for the asset classification, as listed above.

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Unavailable revenue – property tax (Property taxes for future reporting period): Deferred inflows of resources should be reported when resources associated with imposed nonexchange revenue transactions are received or reported as a receivable before the period for which property taxes are levied.

Unavailable revenue – fines: When an asset is recorded in the governmental fund financial statements, but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

Long-term Liabilities

Long-term liabilities are the unmatured principal of bonds, loans, notes or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt insurances, but may also include liabilities on lease-purchase agreements and other commitments.

In the government-wide financial statements and in the Proprietary Fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or Proprietary Funds Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

Equity Classifications (continued)

Government-wide Financial Statements:

Equity is classified as net position and displayed in three components:

Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction, or improvement of those assets.

Restricted net position – Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted net position – All other net position not meeting the definition of “restricted” or “net investment in capital assets.”

Net Position Flow Assumption – When an expense is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the City’s general policy to use restricted resources first. When expenses are incurred for purposes for which unrestricted (committed, assigned, and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the City’s general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Fund Financial Statements:

Fund Balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balance is classified as non-spendable, restricted, committed, assigned, or unassigned. The following are descriptions of fund classifications used by the City:

Nonspendable fund balance includes amounts that cannot be spent. This includes amounts that are either not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds from the collection of those receivables or from the sale of those properties are restricted, committed or assigned) or amounts that are legally or contractually required to be maintained intact, such as a principal balance of a permanent fund. Currently, there are no nonspendable fund balances.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the City Council. The City Council is the highest level of decision-making authority of the City. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the City Council.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 1: Summary of Significant Accounting Policies (continued)

Property Tax Revenues

Hancock County bills and collects the real, personal, and auto ad valorem taxes for the City for a commission of 2% of gross collections not to exceed \$40,000 per year.

Numerous statutes exist under which the City Council may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the City. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The City Council, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

Accounting principles generally accepted in the United States of America require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue in the year for which they are levied. Motor vehicle and mobile home taxes do not meet the measurability and collectability criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements, and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

Compensated Absences

The City has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Accounting principles generally accepted in the United States of America require accrual of accumulated unpaid employee benefits as long-term liabilities in the government-wide financial statements.

The City's policy on vacation leave allows employees to accrue vacation time based on a certain accrual rate per pay period once that employee has had one year of continuous service for the City. There are no restrictions on when the employees are allowed to take their vacation time. Retiring and voluntarily terminating employees can be paid for up to 15 days of unused vacation. It is the City's policy that all unused sick leave is forfeited upon termination, retirement, or layoff. There is no liability for unpaid accumulated sick leave since sick pay is not paid upon termination of employment. In fund financial statements, governmental funds report the compensated absences liability payable only if the payable has matured, for example, as a result of employee resignations and retirements or use of vacation time.

The compensated absences liability was computed using the specific identification method whereby the actual number of vacation hours is multiplied by the employee's hourly rate at September 30, 2019. The resulting liability is then increased to include payroll taxes that the City is required to pay upon liquidation of the liability.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 2: Cash*Primary Government*

The carrying amount of the City's total deposits with financial institutions at September 30, 2019, was \$17,802,496. The collateral for public entities' deposits in financial institutions are held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC).

Custodial Credit Risk

Custodial credit risk is the risk that in the event of failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC). Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City.

Note 3: Receivables

Receivables for the City would typically look as follows:

Governmental Activities:

	<i>Amount</i>
Taxes Receivable	
Property tax receivable	\$ 4,183,140
Franchise tax receivable	76,434
Total Taxes Receivable	<u>4,259,574</u>
Court Fines Receivable	
Fines receivable	396,414
Less: allowance for doubtful accounts	<u>(373,858)</u>
Total Court Fines Receivable	<u>22,556</u>
Intergovernmental Receivables	
Due from state	133,748
Due from federal and local governments	<u>181,320</u>
Total Intergovernmental Receivables	<u>315,068</u>
Total Receivables - Governmental Activities	<u>\$ 4,597,198</u>

Business-type Activities:

Intergovernmental receivables	\$ 2,500,097
Accounts receivable	
Customer accounts receivable	881,736
Less: allowance for doubtful accounts	<u>(183,149)</u>
Total accounts receivable	<u>698,587</u>
Total Receivables - Business-type Activities	<u>\$ 3,198,684</u>

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 4: Interfund Transactions and Balances

Interfund activity was not projected as part of this forecast.

Note 5: Capital Assets

	<i>Balance Beginning</i>	<i>Additions</i>	<i>Reductions</i>	<i>Adjustments/ Transfers</i>	<i>Balance Ending</i>
Governmental Activities:					
Capital assets, not being depreciated					
Land	\$ 8,325,954	\$ -	\$ -	\$ -	\$ 8,325,954
Construction in progress	<u>195,443</u>	-	-	-	<u>195,443</u>
Total capital assets, not being depreciated	<u>8,521,397</u>	-	-	-	<u>8,521,397</u>
Capital assets, being depreciated					
Infrastructure	63,453,798	-	-	-	63,453,798
Building and improvements	2,530,660	-	-	-	2,530,660
Improvement other than buildings	1,030	-	-	-	1,030
Mobile equipment	2,790,861	-	-	-	2,790,861
Furniture and equipment	<u>455,098</u>	-	-	-	<u>455,098</u>
Total capital assets, being depreciated	<u>69,231,447</u>	-	-	-	<u>69,231,447</u>
Less accumulated depreciation for:					
Infrastructure	16,633,994	2,235,564	-	-	18,869,558
Building and improvements	689,966	60,987	-	-	750,953
Improvement other than buildings	202	52	-	-	254
Mobile equipment	1,744,736	215,874	-	-	1,960,610
Furniture and equipment	<u>587,532</u>	<u>37,684</u>	-	-	<u>625,216</u>
Total accumulated depreciation	<u>19,656,430</u>	<u>2,550,161</u>	-	-	<u>22,206,591</u>
Total capital assets, being depreciated, net	<u>52,125,178</u>	<u>(2,550,161)</u>	-	-	<u>47,024,856</u>
Governmental activities capital assets, net	<u>\$60,646,575</u>	<u>\$ (2,550,161)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 55,546,253</u>

Depreciation expense was charged to the following functions:

Governmental Activities:	
General government	\$ 75,733
Public safety	102,608
Public works	2,356,896
Culture and recreation	<u>14,924</u>
	<u>\$ 2,550,161</u>

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 5: Capital Assets (continued)

	<u>Balance</u> <u>Beginning</u>	<u>Additions</u>	<u>Reductions</u>	<u>Adjustments/ Transfers</u>	<u>Balance</u> <u>Ending</u>
Business-type Activities:					
Capital assets, not being depreciated					
Land	\$ 536,818	\$ -	\$ -	\$ -	\$ 536,818
Construction in progress	<u>2,233,718</u>	-	-	-	<u>2,233,718</u>
Total capital assets, not being depreciated	<u>2,770,536</u>	-	-	-	<u>2,770,536</u>
Capital assets, being depreciated					
Building and improvements	497,869	-	-	-	497,869
Mobile equipment	791,416	-	-	-	791,416
Furniture and equipment	1,009,883	-	-	-	1,009,883
Sewer system and easements	53,456,441	-	-	-	53,456,441
Water system and easements	<u>7,116,283</u>	-	-	-	<u>7,116,283</u>
Total capital assets, being depreciated	<u>62,871,892</u>	-	-	-	<u>62,871,892</u>
Less accumulated depreciation for:					
Building and improvements	391,694	15,421	-	-	407,115
Mobile equipment	767,023	54,447	-	-	821,470
Furniture and equipment	834,549	34,549	-	-	869,098
Sewer system and easements	6,995,249	1,343,237	-	-	8,338,486
Water system and easements	<u>3,473,432</u>	<u>230,609</u>	-	-	<u>3,704,041</u>
Total accumulated depreciation	<u>12,461,947</u>	<u>1,678,263</u>	-	-	<u>14,140,210</u>
Total capital assets, being depreciated, net	<u>50,409,945</u>	<u>(1,678,263)</u>	-	-	<u>48,731,682</u>
Business-type activities capital assets, net	<u>\$53,180,481</u>	<u>\$ (1,678,263)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 51,502,218</u>

Depreciation expense was charged to the following functions:

Business-type Activities:	
Public works	<u>1,678,263</u>
	<u>\$ 1,678,263</u>

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 6: Claims and Judgments

Risk Financing

The City finances its exposure to risk of loss related to workers' compensation for injuries to its employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool. The City pays premiums to the pool for its workers' compensation insurance coverage, and the participation agreement provides that the pool will be self-sustaining through member premiums. The retention for the pool is \$1,000,000 for each accident and completely covers statutory limits set by the Workers' Compensation Commission. Risk of loss is remote for claims exceeding the pool's retention liability. However, the pool also has catastrophic reinsurance coverage for statutory limits above the pool's retention, provided by Safety National Casualty Corporation. The pool may make an overall supplemental assessment or declare a refund depending on the loss experience of all the entities it insures.

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Note 7: Capital Leases

As Lessee:

The City will be obligated for the following capital assets acquired through capital leases:

<u>Class of Property</u>	<u>Governmental Activities</u>
Building and grounds, City Hall	2,234,408
Less: accumulated depreciation	<u>(349,339)</u>
Leased property under capital lease	<u>1,885,069</u>

Note 8: Long-term Debt

Debt outstanding will be as following:

	<i>Original</i> <u>Amount</u>	<u>Balance</u>	<u>Maturity</u>	<i>Interest</i> <u>Rate</u>
Governmental Activities				
City Hall Capital Lease	\$ 1,286,415	\$ 672,280	2029	3.09%
Business-type Activities				
Revenue Bonds, Series 2012	<u>14,200,882</u>	<u>8,800,000</u>	2032	3.14%
<i>Total Outstanding Debt</i>	<u>\$ 15,487,297</u>	<u>\$ 9,472,280</u>		

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 8: Long-term Debt (continued)

Annual debt service requirements to maturity for the following debt reported in the Statement of Net Position are as follows:

Governmental Activities Year Ending September 30,	<i>Capital Lease</i>	
	<i>Principal</i>	<i>Interest</i>
2023	87,498	20,773
thereafter	<u>584,782</u>	<u>64,847</u>
Total	<u>\$ 672,280</u>	<u>\$ 85,620</u>

Business-type Activities Year Ending September 30,	<i>Revenue Bond, Series 2012</i>	
	<i>Principal</i>	<i>Interest</i>
2023	675,000	281,425
thereafter	<u>8,125,000</u>	<u>1,404,488</u>
Total	<u>\$ 8,800,000</u>	<u>\$ 1,685,913</u>

Capital Leases

On July 22, 2014, the City acquired its City Hall buildings and grounds through a capital lease agreement between Southern Mississippi Investment Co., Inc. and Hancock Bank. Under this agreement, Southern Mississippi Investment Co., Inc.'s purchase of the buildings and grounds was financed by a loan agreement with Hancock Bank. The Hancock Bank loan amount included funds to purchase and renovate the buildings and grounds. An assignment between the parties includes stipulations that Southern Mississippi Investment Co., Inc. assign all its rights, title, and interest in the lease agreement, including receiving rental payment, to Hancock Bank.

Under the terms of these agreements, rental and additional rental payments made by the City are paid directly to Hancock Bank as repayment of Southern Mississippi Investment Co, Inc.'s loan.

Legal Debt Margin

The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. Currently the City's legal debt margin would be approximately \$16M.

Change in Debt

Governmental Activities	<i>Beginning</i>		<i>Payments</i>	<i>Ending</i>	<i>Due Within</i>
	<i>Balance</i>			<i>Additions</i>	<i>Balance</i>
Capital leases	\$ 821,949	\$ -	\$ (149,669)	\$ 672,280	\$ 87,498
Compensated absences	<u>43,253</u>	<u>9,972</u>	<u>(17,028)</u>	<u>36,197</u>	<u>8,032</u>
Governmental activities long-term liabilities	<u>\$ 865,202</u>	<u>\$ 9,972</u>	<u>\$ (166,697)</u>	<u>\$ 708,477</u>	<u>\$ 95,530</u>
Business-type Activities					
Revenue Bonds, Series 2012	\$ 9,460,000	\$ -	\$ (660,000)	\$ 8,800,000	\$ 675,000
Business-type Activities long-term liabilities	<u>\$ 9,460,000</u>	<u>\$ -</u>	<u>\$ (660,000)</u>	<u>\$ 8,800,000</u>	<u>\$ 675,000</u>

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 8: Long-term Debt (continued)

Consolidation

The City will likely have to refund or decrease the revenue bond issued by the Water & Sewer District. We advise caution to ensure the legal debt margin is not exceeded. However, given that the Water & Sewer District has over \$10M in cash, the City could likely issue a smaller bond to meet the Water & Sewer needs of the residents.

Note 9: Deficit Fund Balances of Individual Funds

We are not reporting fund balance deficits in this forecast.

Note 10: Commitments and Contingencies

Federal Grants

The City has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the City. No provision for any liability that may result has been recognized in the City's financial statements since such estimates cannot be made.

Litigation

The City is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at this time to estimate the ultimate outcome or liability, if any, of the City; with respect to the various proceedings. However, the City's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the City.

The City has been named defendant in various lawsuits seeking unspecified damages for incidents. The City maintains a liability insurance coverage that it believes would cover any judgement against the City up to a limit of \$1,000,000 with a deductible of \$5,000 for each wrongful act. No provision has been made in the accompanying financial statements for this contingent liability since the amount of the potential loss, if any, cannot be reasonably estimated.

Operating Lease Commitments

Historically the City had the following operating lease agreements:

- In July 2014, the City entered into a lease agreement for a copier located at the Police Department. The lease agreement was for sixty (60) months with payments of \$84 per month. A twenty-four (24) month extension was granted in May 2019 with payments of \$42 per month.
- In August 2014, the City entered into a lease agreement for a copier located at the Purchasing Department Office. The lease agreement is for sixty (60) months with payments of \$84 per month. A twenty-four (24) month extension was granted in May 2019 with payments of \$42 per month.
- In February 2017, the City entered into a lease agreement for a copier located at the City Hall. The lease agreement is for sixty (60) months with payments of \$187 per month.
- In April 2017, the City entered into a lease agreement for a copier located at the Public Works office. The lease agreement is for sixty (60) months with payments of \$82 per month.
- In October 2018, the City entered into a lease agreement for a copier located at the Building Department Office. The lease agreement is for sixty (60) months with payments of \$281 per month.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 10: Commitments and Contingencies (continued)

Interlocal Agreements and Service Contracts

Tax Collection Services

In February 2012, the City entered into an interlocal agreement with Hancock County, Mississippi (County), whereby the County Tax Collector will provide real, personal, and auto ad valorem property taxes collection services for the City. The terms of the agreement include automatic annual renewal. The agreement can be terminated by either party by written notification. Under the terms of the agreement, the County Tax Collector will retain 2% of gross collections as commission, not to exceed \$40,000 per year.

Delinquent Taxes Collection Services

In February 2012, the City entered into an interlocal agreement with Hancock County, Mississippi (County), whereby the County Chancery Clerk will provide delinquent tax redemption payment services for the City. The terms of the agreement include automatic annual renewal. The agreement can be terminated by either party by written notification not less than nine months in advance of annual renewal date. Under the terms of agreement, the County Chancery Clerk will be paid \$10 per parcel for cost incurred.

Solid Waste Fees Collections Services

In November 2013, the City entered into an interlocal agreement with Hancock County, Mississippi (County), whereby the County Tax Collector will provide solid waste fees collections for the City. Under the terms of the agreement, services commenced on January 1, 2014 and automatically renews annually. The agreement can be terminated by either party.

Solid Waste Collections

Currently, the City's solid waste collections are provided through a contract between Hancock County Regional Solid Waste Authority (Authority) and Waste Management of Mississippi, Inc. (Contractor). Under the terms of the contract, the Contractor will collect, haul, and dispose of solid waste generated by the City's residents. The Contractor submits monthly invoices to the Authority for these services. The Authority bills the City for its respective portion of the Contractor's invoices.

Note 11: No Commitment Debt (Not Included in Financial Statements)

No commitment debt is repaid only by the entities for whom debt was issued and includes debt that either bears the City's name or for which a moral responsibility may exist that is not an enforceable promise to pay. No commitment debt explicitly states the absence of obligation by the City other than possibly an agreement to assist creditors in exercising their rights in the event of default. As of the date of this report, the City has not identified any such debt.

Note 12: Jointly Governed Organizations

The Hancock County Regional Solid Waste Management Authority (the Authority) is a governmental entity originally formed by an agreement between the City of Bay St. Louis, Mississippi, the City of Waveland, Mississippi, and Hancock County, Mississippi pursuant to the Interlocal Cooperation Act of 1974. The Authority was officially incorporated in March 1998 pursuant to incorporation agreement entered into in December 1997. The Authority is to function for purposes of solid waste management for the participating units of local government, the Cities of Bay St. Louis, Waveland, Diamondhead, and Hancock County, Mississippi, in fulfilling their obligations to establish, operate, and maintain a garbage collections and disposal system.

The Authority is governed by a Board of Commissioners composed of eight commissioners: two appointed by Hancock County Board of Supervisors and the remaining appointed by the member units of local government pursuant to the Act.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 13: Deferred Compensation Plan

Plan Description

The City, as administered through the MS Deferred Compensation Plan, offers its employees a voluntary deferred compensation plan created in accordance with Internal Revenue Service Code Section 457 and enacted by the Mississippi State Legislature. The Mississippi Deferred Compensation Plan is a supplementary retirement savings plan. The plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

The assets of the plan are held in trust for the exclusive benefit of participants and their beneficiaries. The requirements of Internal Revenue Code Section 457(g) prescribe that the City does not own the amounts deferred by employees, including related income on those amounts. Additionally, the City does not have fiduciary accountability for the plan. Accordingly, the assets and the liability for compensation deferred by plan participants, including earnings on plan assets, are not included in the City's financial statements.

Funding Policy

The plan is voluntary, and contributions are matched up to a certain percent designated by Council. The City matches an employee's contributions on a dollar-for-dollar basis up to a maximum of 8% of the employee's salary or \$5,000 per fiscal year, whichever is less. The City contributed \$31,838 to the deferred compensation plan for the fiscal year ended September 30, 2019.

Changes as a Result of Consolidation, Cost Assuming the City Adopts the PERS Retirement System

The Mayor and City Council requested we calculate the cost of joining the Public Employee Retirement System (PERS). Our estimate is as follows:

<u>Department</u>	<u>Wages</u>	<u>PERS Contribution</u>	<u>403(b) Contribution</u>	<u>Annual Increase</u>
City Council	\$ 40,000	\$ 6,960	\$ -	\$ 6,960
Court	103,165	17,951	6,661	11,290
General Administration	332,226	57,807	24,453	33,354
Planning & Zoning	138,122	24,033	11,050	12,983
Public Works	531,562	92,492	42,525	49,967
	<u>\$ 1,145,075</u>	<u>\$ 199,243</u>	<u>\$ 84,689</u>	<u>\$ 114,554</u>
Police Department	\$ 623,120	\$ 108,423	\$ 49,650	\$ 58,773
Fire Department	\$ 799,349	\$ 139,087	\$ 62,010	\$ 77,077
Water & Sewer Department	\$ 904,831	\$ 157,441	\$ 71,686	\$ 85,755
		<u>\$ 604,193</u>	<u>\$ 268,034</u>	<u>\$ 336,159</u>

For the purposes of this analysis, the 403(b) participation is assumed to be 100%. If employees elect not to participate, the savings would be greater. Using our forecasted salaries, we projected the total cost to be the lesser of 8% or \$5,000. If the City were to adopt PERS, the cost would be 17.4% of each employee's salary.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 14: Fire Department – Charges for Services

For the fiscal year ending September 30, 2019, the Diamondhead Fire Protection District collected \$1,333,197 in charges for services. The fees are necessary to support Diamondhead’s two fire stations, because the current tax assessment only generates approximately \$320,000 annually. The Fire District operates with an annual budget of \$1,500,000.

Fire Fees Receivable

The Diamondhead Fire Department operates as an enterprise fund. They charge customers (the residents of Diamondhead) and provide fire services in return. Residents currently pay \$275 annually for the services. As a result of this type of operation, administrative staff is necessary to track collections and receivables. Once consolidated the receivables owed would likely stay with the Diamondhead Fire Protection District, which as of the date of this report has over \$400,000 in doubtful and uncollectible accounts. This burden will not transfer with the consolidation and most residents would pay less than \$275 per year.

Intergovernmental Receivable

If the Diamondhead Fire District is dissolved and the City establishes a municipal fire district, the fire department would be supported through the City’s tax levy. The value of a city mill, as of the date of this report, is \$93,000. It is worth noting that the City would have to levy enough mills to support the entire Fire Department budget because the County would no longer levy for the District. The intergovernmental receivable would still be collected, but it would be part of the assessment and settlement process from the Hancock County Tax Collector’s office. The taxes would be receipted to the general fund.

Note 15: Fire Department – Public Employees Retirement System

The City of Diamondhead currently does not participate in the Public Employees Retirement System (PERS), the Fire District does. Per Council request, this study reflects changes that would occur if the Fire Department were to be consolidated without PERS.

Net Pension Liability and Deferred Inflows/Outflows of Resources

As of September 30, 2019, the Fire District recognized a net pension liability of \$2,286,957. This is an actuarial estimate of the total the District will pay to employees through their lifetimes. Some of this obligation could fall to the City, as the District will no longer exist. The future obligation is impossible to determine as it is based on each retiree’s lifespan. The City currently has a Defined Contribution Retirement Plan, meaning once consolidated, the City will not have to recognize a Net Pension Liability. The City could face a long-term liability if the District’s participation does not cover the life-time benefits of its employees. The City could plan for this possibility by setting up a contingency or sinking fund.

Pension Expense

As of the date of this report the PERS employer rate is 17.4%. In other words, the Fire District matches and pays 17.4% of every employee’s salary to PERS. In 2019, the Fire Department paid approximately \$135,000 in contributions to PERS.

The City’s retirement plan allows for a match up to 8% of an employee’s salary but is capped at \$5,000 per employee. Participation in the plan is optional.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 16: Fire Department – Wages and Benefits

Compensated Absences

The Fire District has \$43,972 in accumulated leave balances that will have to be paid to employees upon dissolution. Firemen will be treated as new employees with the City of Diamondhead and their leave will start at \$0.

Wages & Health Insurance

The Fire District currently budgets for the following positions:

- Fire Chief
- Administrative Assistant (2)
- Deputy Chief
- Captain / EMT (3)
- Lieutenant (3)
- Driver /Engineer
- Firefighter /EMT (3)
- Firefighter (5)

Once consolidated and the burden of billing and collecting on accounts has been transferred to the Tax Collector and City Administration, the two administrative assistant positions can be either eliminated or reassigned. In addition, since Firemen will be losing approximately 9.4% of their compensation, we added a wage increase to offset the difference. We estimate the savings from these changes to be approximately \$54,000.

Additionally, the District's current health insurance plan appears to be higher than the City's plan. Adding the firemen to the City's plan will save approximately \$25,000.

Payroll Taxes

The savings from payroll taxes would be approximately 7.65% of the wage reduction.

Note 17: Fire Department – Administrative Cost & Depreciation

Administrative Cost & Professional Fees

The Fire District, being a special-purpose government, is required to have an annual audit, legal counsel and likely pays per diem to its commissioners. We estimate the following savings could be achieved:

- Annual audit – \$12,000
- Legal counsel – \$9,000
- Per diem – \$2,400 (eliminates the 5-member board)

The above estimates are net of likely increases that will be incurred by the City.

Depreciation & Change in Presentation

As previously stated, the Fire District operates as a proprietary fund, whereas a city fire department will operate as a public safety component under the City's General Fund. This distinction will change the presentation and reporting of the Fire Department's financial activity. Governmental funds are resource based, they are much closer to cash and/or budget basis. Accounts such as depreciation and compensated absences will not be reported with the Fire Department. This is not a savings; it is merely a change in reporting method.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 18: Police Department – Wages & Benefits

The Hancock County Sheriff's Department provides policing services to the City of Diamondhead via an interlocal agreement. The agreement gives the City a means to pay the salaries of certified law enforcement officers who are employees of the Sheriff's office. In essence, the Police Department is already incorporated into the City and is funded with City millage. The purpose of this presentation is to show the potential impact of eliminating the interlocal agreement.

Personnel & Wages

At a minimum, the City will need to add a chief and deputy chief; and likely a second investigator, and two part-time officers. We estimate the cost to do so to be approximately \$201,000. The City will probably see a reduction in overtime because of the new hires, but we expect overtime to remain above \$50,000 a year.

Below is a comparison of the Diamondhead and Waveland Police Department rosters and our estimated changes:

<u>Position</u>	<u>City of Waveland</u>	<u>City of Bay St. Louis</u>	<u>City of Pass Christian</u>	<u>City of DH</u>	<u>City of DH Proposed</u>	<u>Increase in Salaries</u>
Chief	1	1	1	-	1	\$ 65,000
Deputy Chief	-	1	1	-	-	-
Asst Chief	1	-	-	-	1	55,000
Detective Lieutenant	-	1	-	-	-	-
Patrol Commander	-	-	1	-	-	-
Patrol Lieutenant	-	1	-	-	-	-
Detective Sargeant	-	2	-	-	-	-
Detective (CID)	-	1	-	-	-	-
Detective (DEA-HIDTA)	-	1	-	-	-	-
Detective (SO-NARC)	-	1	-	-	-	-
Dispatch Supervisor	-	-	1	-	-	-
Dispatcher	-	-	4	-	-	-
Sargeant	-	5	4	-	-	-
SRO Sargeant	-	-	1	-	-	-
Chief Investigator	1	-	1	-	-	-
Narcotics	1	-	-	-	1	35,000
Captain	-	-	-	1	-	(45,000)
Lieutenant	1	-	-	2	2	-
Officer	12	15	8	8	8	-
School Resource Officer (SRO)	-	-	2	-	-	-
Investigator	3	-	3	1	2	45,000
Administrative	1	-	1	1	1	30,000
Officer PT	7	-	-	-	2	16,000
Bailiff PT	1	-	-	-	-	-
Animal Control	1	1	1	-	-	-
Clerk	-	1	-	-	-	-
	<u>30</u>	<u>31</u>	<u>29</u>	<u>13</u>	<u>18.0</u>	<u>\$ 201,000</u>

Public Employees Retirement System

As with the Fire Department, the Sheriff's Department also participates in PERS. The Sheriff's department pays approximately \$95,532 in contributions to PERS for the Diamondhead officers. If the City were to end the interlocal agreement and hire its own officers, the new personnel would be added to the City's retirement system. We estimate a savings of \$43,082.

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 18: Police Department – Wages & Benefits (continued)

Health Insurance

Considering the increase in personnel, the City will likely see an increase in health insurance as well. If the personnel roster were increased to 17 positions, the City would see an increase of approximately \$33,478 in health insurance benefits.

Note 19: Police Department – Administrative Costs

Although it is impossible to forecast the exact impact on administrative cost, we feel the following will likely increase:

- Fuel and uniforms – If new personnel are added, the City will have more vehicles to fuel and uniforms to purchase.
- Training – When comparing to other police departments, we suspect Diamondhead benefits from a lower-than-normal training budget. The Sheriff's office is likely covering a large portion of training costs as it is required by the Sheriff's Department for their deputies.
- Capital outlay – The City will have to continually budget for fleet rotation and updated equipment. We recommend the City purchase one or two patrol cars each year so the entire fleet will be rotated every 6 to 7 years. In addition, funding will be necessary for major repairs and accidents.

We must also consider the economies of scale that is achieved by the interlocal agreement. For example, the Sheriff's office provides personnel management services that would otherwise fall on a police chief or city manager. When an officer resigns or leaves service the City does not have to seek and hire new personnel, the Sheriff's office does, and the City gets a replacement almost immediately.

Note 20: Water & Sewer District – Wages & Benefits

Compensated Absences

The Diamondhead Water & Sewer District has a compensated absences liability of approximately \$103,000. Upon dissolution the balances will have to be paid to the employees. District personnel will be considered new employees, and their leave balance will start at a \$0.

Personnel

The Water & Sewer District currently has the following positions:

General Manager
 Comptroller
 Office Manager
 Part-Time Projects
 Billing Supervisor
 Office Assistant (2)
 Operations Manager
 Plant Supervisor
 Waste Water Operator II
 Water Operator I
 Lift Station Technician
 CCTV Supervisor
 Maintenance Supervisor
 Maintenance II (3)
 Maintenance I (7)

City of Diamondhead, Mississippi
Notes to the Financial Statements
Forecasted for the Period Ending September 30, 2022

Note 20: Water & Sewer District – Wages & Benefits (continued)

Once consolidated, the Water & Sewer District will remain an enterprise fund and will likely need most of the current personnel to continue the same level of service. However, the City would likely move the operations under the Public Works Director and move the accounting to the City’s current Comptroller. This would eliminate duplicate positions and reduce the City’s cost by approximately \$165,000, plus taxes and benefits.

Health Insurance

Based on the information provided, the District appears to pay for a large portion of employee and family health benefits. In fiscal year 2019 the District paid \$308,409 in health insurance for its employees. If the District were consolidated with the City, employees would join the City’s plan, which we estimate would be \$162,749, a total savings of \$145,660.

Retirement Plan

The District appears to have a retirement plan similar to the City (a defined contribution plan), however we did not receive any specific information about the plan. Based on historical figures we calculate the cost of adding District employees to the City to be \$9,116 higher than the District currently pays.

Note 21: Water & Sewer District – Administrative & Professional Cost

Naturally, the consolidation would eliminate certain duplicated services. We estimate the following savings:

- Legal and professional fees – The District has legal counsel that receives a monthly retainer and pays for an annual audit. While both services will continue in some form under the City, we estimate a reduction in cost of approximately \$28,000.
- Commissioner per diem – These fees would be eliminated and save the City approximately \$8,700. The District has five board members.

City of Diamondhead, Mississippi
Conclusions
Forecasted for the Period Ending September 30, 2022

The following is a summary of key points we wish to bring to the City's attention:

Fire Department:

- A conversion from the fire fee (income) method currently operated by the Fire District to a millage-based method would be revenue neutral to the City, however, with identified savings most taxpayers would see a reduction in total yearly cost.
- The City would levy a total of 14 mills to support a Fire Department. Residents whose home values are less than \$200,000 would see a net savings up to \$100 per year or more.
- Changing to millage would tax all classes of property in the City which would generate more revenue per mill than the current fire district assessment. We used 14 mills to give the City enough surplus to meet capital expenditure needs.
- The largest cost savings would be in the Public Employee Retirement System (PERS), estimated at \$195,640 per year. However, the City should establish a contingency or sinking fund to offset any possible future cost related to life-time retirement benefits not funded by the District.
- Two administrative positions could be eliminated once billing and collection operations are ceased.
- The employees of the Fire District have over \$40,000 in accumulated leave balances and would have to be compensated by the District for the time. The City cannot grant them the same amount of leave at their start date. However, if the City wants to offer the same yearly accrual they currently have, a policy can be made to do so.
- We estimated a reduction in total expenditures to be over \$300,000 (including depreciation, etc.). The reduction in total disbursements is estimated to be greater than \$180,000.

Police Department:

- We estimate a net increase in cost of approximately \$216,191 if the City were to cease its participation in the inter-local agreement with the Sherriff's Department.
- At a minimum, the City will have to add a Chief, Assistant Chief, Investigator and two part-time Officers.
- We estimate a savings in retirement cost of approximately \$45,882 by moving policy to the City's retirement system.
- The City likely benefits from shared expenses with the Sheriff's department, such as training, fuel, uniforms, liability insurance and capital outlay. We estimated a minimum increase of \$40,000.

Water & Sewer District:

- The Water & Sewer District is self-supported with usage fees. No millage increase would be necessary to consolidate the District.
- For the purposes of this forecast, we took the conservative approach in our cost savings estimate by only showing a reduction in duplicate positions and professional services. When factoring savings in software licensing, equipment cost and interest expense, the total savings would likely exceed \$600,000.
- The City's current Public Works Director and Comptroller would assume the roles of the District's General Manager and Comptroller. We estimate a payroll savings greater than \$125,000.
- When comparing the City's health insurance policy to the total paid to District employees, we estimate a reduction in employee benefits of more than \$145,000.
- The District has a revenue bond that will have to be refunded and/or reassigned to the City. With its pooled resources the City could cut interest expense and reduce the cost of the bond. The District has over \$8M in cash that could be pooled with the City's \$5M to accomplish this.
- The City could handle solid waste collection inhouse by adding it to the water and sewer bill, this would save approximately \$40,000 yearly.

City of Diamondhead, Mississippi
Sources of Information
Forecasted for the Period Ending September 30, 2022

We obtained the following information to prepare this forecast:

Fire District:

- Audited Financial Statements, 2018 and 2019
- Trial Balance, 2018 and 2019
- Personnel Roster
- Salaries by Position
- Approved Budget, 2019 and 2020
- Asset Schedule

Police Department:

- Personnel Roster, City of Diamondhead
- Trial Balance, 2019, City of Diamondhead
- Personnel Roster, City of Waveland, City of Pass Christian, City of Bay St. Louis
- Budget, City of Waveland, City of Bay St. Louis
- General Ledger, City of Diamondhead, City of Waveland
- Budget vs Actual, City of Bay St. Louis

Water & Sewer District:

- Audited Financial Statements, 2019
- Trial Balance, 2018 and 2019, YTD 2020
- Organization Chart
- GL Detail Listing, 2019 and YTD 2020
- Salaries by Position
- Insurance Premiums by Position

RESOLUTION TO DIRECT AND AUTHORIZE THE CITY CLERK TO INCLUDE ON THE JUNE 8, 2021 GENERAL ELECTION BALLOT TWO (2) SEPARATE NON-BINDING REFERENDUMS TO BE CONSIDERED BY THE ELECTORS OF THE CITY OF DIAMONDHEAD TO DETERMINE CERTAIN ACTION, IF ANY, REGARDING CONSOLIDATING SERVICES OF THE DIAMONDHEAD WATER AND SEWER DEPARTMENT AND THE DIAMONDHEAD FIRE DEPARTMENT

WHEREAS, the City of Diamondhead has within the municipal corporate limits the Diamondhead Fire District and the Diamondhead Water & Sewer District, operating separately and independent of each other and the City, hereinafter referred to as the “Districts”;

WHEREAS, the Mayor and City Council for the City of Diamondhead retained the services of Necaise & Company to conduct a financial analysis of the Districts and to provide a Comprehensive Financial Report, hereinafter referred to as the “CFR”, to relay findings to the City; and;

WHEREAS, an initial presentation of the CFR indicates that a savings to the City of Diamondhead taxpayers could be realized if both Districts no longer operated as separately and independent of the City but rather functioned as departments within the governance of City of Diamondhead; and

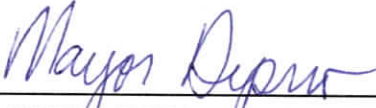
WHEREAS, the City of Diamondhead will hold its General Election on June 8, 2021 and the City of Diamondhead governing body deem it both appropriate and necessary to utilize the General Election as no-cost opportunity to raise the question on both matters to the electorates for the purpose of obtaining a non-binding response.

NOW THEREFORE BE IT RESOLVED, the Mayor and Council for the City of Diamondhead do hereby direct the Diamondhead Election Commissioners and City Clerk to include on the June 8, 2021 General Election Ballot the following styled referendum and to process, tabulate and maintain the non-binding results in the same manner as would be for any matter placed upon the ballot for the electors of the City of Diamondhead:

- Do you favor the consolidation of the Diamondhead Water & Sewer District into city government by combining the operations of the Diamondhead Water & Sewer District to become a department within the City of Diamondhead and thereby eliminating the need for a separate water and sewer district within the City of Diamondhead?
- Do you favor the consolidation of the Diamondhead Fire Department into city government by combining the operations of the Diamondhead Fire Department to become a department within the City of Diamondhead and thereby eliminating the need for a fire district within the City of Diamondhead?

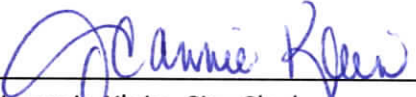
COUNCILMEMBER FINLEY MOVED, SECONDED BY MAYOR DEPREO AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 26TH DAY OF MARCH, 2021.

	Aye	Nay	Abstain
Councilmember Finley	_____	<input checked="" type="checkbox"/>	_____
Councilmember Moran	<input checked="" type="checkbox"/>	_____	_____
Councilmember Morgan	<input checked="" type="checkbox"/>	_____	_____
Councilmember Clark	<input checked="" type="checkbox"/>	_____	_____
Councilmember L'Ecuyer	<input checked="" type="checkbox"/>	_____	_____
Mayor Depreo	<input checked="" type="checkbox"/>	_____	_____



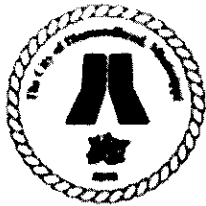
NANCY DEPREO, MAYOR

Attest:



Jeannie Klein, City Clerk





City of Diamondhead, MS

Docket of Claims Register - Item No.27.

APPKT01455 - DOCKET 04.06.2021

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount													
							Line Amount													
DKT158268	A QUICK RELEASE BAIL BOND	04/06/2021	MAR, 2021	RETURN BOND FOR CHRISTOPHER LEE LADNER	650-110-110.00	Court Bond Holding		500.00												
							500.00													
DKT158269	AGJ	04/06/2021	85854	BACKUP	001-140-605.00	Professional Fees - IT		250.00												
							MSP-85752	MSP AGREEMENT	001-140-605.00	Professional Fees - IT	1,832.00									
								2,082.00												
DKT158270	All Phase Electric Supply Inc	04/06/2021	2871-1003501	LIGHT AND LIGHT BULBS	001-140-540.00	Miscellaneous Supplies		68.75												
							001-140-501.00	Supplies	67.80											
								136.55												
DKT158271	Amazon com LLC	04/06/2021	1JMG-34R7-11J7	BATTERY & POSTAGE INK	001-140-501.00	Supplies		83.58												
							001-140-501.00	Supplies	102.52											
								186.10												
DKT158272	BXS Insurance	04/06/2021	370633	PROPERTY INSURANCE RENEWAL	001-140-625.00	Insurance		558.00												
							001-140-625.00	Insurance	14,161.00											
									001-140-625.00	Insurance	9,045.00									
											001-140-625.00	Insurance	9,245.00							
													001-140-625.00	Insurance	22,990.62					
															001-200-625.00	Insurance	13,794.38			
																	001-140-625.00	Insurance	5,183.00	
																			001-140-625.00	Insurance
								89,960.90												

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount		
DKT158273	Coast Electric Power Association	04/06/2021	MAR - 001	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	7,969.14	18,664.58		
			MAR - 002		001-301-630.00	Utilities - Streetlights & Other	1,203.63			
			MAR - 003		001-140-630.00	Utilities - General	2,469.11			
					001-301-630.00	Utilities - Streetlights & Other	5,162.49			
			MAR - 005		001-301-630.00	Utilities - Streetlights & Other	71.09			
			MAR - 007		001-301-630.00	Utilities - Streetlights & Other	36.14			
			MAR - 010		001-140-630.00	Utilities - General	51.50			
			MAR - 012		001-140-630.00	Utilities - General	35.45			
			MAR - 015		001-301-630.00	Utilities - Streetlights & Other	38.95			
			MAR - 016		001-301-630.00	Utilities - Streetlights & Other	34.44			
			MAR - 017		001-301-630.00	Utilities - Streetlights & Other	265.54			
			MAR - 018		001-301-630.00	Utilities - Streetlights & Other	47.59			
			MAR - 019		001-301-630.00	Utilities - Streetlights & Other	37.05			
			MAR - 020		001-301-630.00	Utilities - Streetlights & Other	1,198.89			
			MAR - 026		001-301-630.00	Utilities - Streetlights & Other	43.57			
DKT158274	Coastal Tire and Auto LLC	04/06/2021	42950		NEW TIRES FOR KOBOTA LAWN MOWERS	001-301-571.00	Repairs & Maintenance - Equipment		205.00	410.00
						001-301-571.00	Repairs & Maintenance - Equipment		205.00	
DKT158275	CSpire Cell Service	04/06/2021	110000214839		CELLULAR SERVICE FOR MARCH	001-100-632.00	Telephone - Cell		-36.21	1,048.39
						001-140-632.00	Telephone - Cell		47.15	
						001-200-612.00	Internet		341.90	
				001-280-632.00		Telephone - Cell	91.25			
				001-301-632.00		Telephone - Cell	501.73			
				001-280-612.00		Internet	102.57			
DKT158276	Custom Products Corporation	04/06/2021	348921	STREET SIGN POST	001-301-586.00	Street Signs	2,599.00	2,599.00		
DKT158277	Dell Inc	04/06/2021	10475940980	LAPTOP/DOCKING STATION	001-200-919.00	Capital Outlay - Office Equipment	973.00	1,194.15		
					001-200-919.00	Capital Outlay - Office Equipment	221.15			
DKT158278	Delta World Tire	04/06/2021	140106721	TIRES FOR TRAILER	001-301-635.00	Professional Fees - R&M Outside Services	143.90	158.40		
					001-301-635.00	Professional Fees - R&M Outside Services	14.50			
DKT158279	Design Precast & Pipe Inc	04/06/2021	93219	PIPE & FABRIC	001-301-501.00	Supplies	90.00	2,680.00		
					001-301-584.00	Concrete, Plastic Pipe	2,590.00			

Docket of Claims Register - Council

APPKT01455 - DOC Item No.27.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158280	Diamondhead Property Owners Association Inc	04/06/2021	APRIL 2021	RENTAL OF MAINTENANCE YARD -- APRIL	001-301-640.00	Rentals	1,000.00	1,000.00
DKT158281	Diamondhead True Value	04/06/2021	MARCH, 2021	MARCH OPEN PURCHASE ORDER	001-301-501.00	Supplies	6.05	204.40
					001-301-501.00	Supplies	17.96	
					001-301-501.00	Supplies	63.16	
					001-301-501.00	Supplies	0.08	
					001-301-501.00	Supplies	83.88	
					001-301-501.00	Supplies	33.27	
DKT158282	Diamondhead Water and Sewer District	04/06/2021	MAR -- 1120	WATER	001-301-630.00	Utilities - Streetlights & Other	113.48	498.07
			MAR -- 170		001-301-630.00	Utilities - Streetlights & Other	77.78	
			MAR -- 2021		001-140-630.00	Utilities - General	234.96	
			MAR - 830		001-301-630.00	Utilities - Streetlights & Other	23.95	
			MAR, 2021		001-301-630.00	Utilities - Streetlights & Other	23.95	
			MARCH -- 021		001-301-630.00	Utilities - Streetlights & Other	23.95	
DKT158283	Diaz Brothers Printing	04/06/2021	3793	DOORHANGERS	001-280-621.00	Printing & Binding	47.50	865.00
					001-301-621.00	Printing & Binding	47.50	
			3817	VEHICLE WRAP FOR NEW POLICE CARS	001-200-917.00	Capital Outlay - Mobile Equipment	375.00	
					001-200-917.00	Capital Outlay - Mobile Equipment	375.00	
			3835	LARGE MAP PRINT	001-140-621.00	Printing & Binding	20.00	
DKT158284	Eagle Energy	04/06/2021	29485	FUEL FOR PUBLIC WORKS	001-301-525.00	Fuel	6.77	1,923.64
					001-301-525.00	Fuel	817.55	
			29487		001-301-525.00	Fuel	1,099.32	
DKT158285	Election Systems & Software	04/06/2021	1183565	ELECTION SUPPLIES	001-140-505.00	FF&E Non-Capitalized	2,575.00	2,575.00
DKT158286	Eric Nolan	04/06/2021	MARCH, 2020	ARBORIST SERVICES	001-280-681.00	Other Services & Charges	100.00	200.00
					001-280-681.00	Other Services & Charges	100.00	
DKT158287	Ferguson Enterprises Inc	04/06/2021	0696863	20" SAW BLADE	001-301-501.00	Supplies	357.69	357.69

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158288	Fuelman	04/06/2021	NP59769101	FOR THE WEEK ENDING 03.14.2021	001-200-525.00	Fuel	601.37	1,991.71
				FOR THE WEEK ENDING 03.21.2021	001-140-525.00	Fuel	83.75	
					001-200-525.00	Fuel	595.52	
					001-280-525.00	Fuel	41.21	
			NP59817963	FOR THE WEEK ENDING 03.28.2021	001-200-525.00	Fuel	669.86	
DKT158289	Hancock County Chamber of Commerce	04/06/2021	DH 3 2021	DIGITAL MARKETING & PUBLIC RELATIONS -- MARCH 2021	001-140-605.00	Professional Fees - IT	1,000.00	1,000.00
DKT158290	Hancock County Sheriffs Office	04/06/2021	2021-DHLE-005	INTERLOCAL AGREEMENT FOR WEEK ENDING 12.19.2020	001-200-690.00	Interlocal Agreement	961.54	62,898.28
					001-110-681.00	Other Services & Charges	257.69	
					001-200-690.00	Interlocal Agreement	32,124.65	
			2021-DHLE-006	INTERLOCAL AGREEMENT FOR WEEK ENDING 03.13.2021	001-200-690.00	Interlocal Agreement	961.54	
					001-110-681.00	Other Services & Charges	125.29	
					001-200-690.00	Interlocal Agreement	28,467.57	
DKT158291	Hotel & Restaurant Supply	04/06/2021	3030053	UDF0140A MANITOWOC ICE MAKER WITH BIN	001-301-907.00	Capital Outlay - Other	240.52	2,212.31
					001-301-907.00	Capital Outlay - Other	1,971.79	
DKT158292	John Deere Company	04/06/2021	117043074	John Deere 6105 E Cab Tractor (870PTO hp)	001-301-917.00	Capital Outlay - Mobile Equipment	60,769.60	60,769.60

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount						
DKT158293	Lee Tractor	04/06/2021	PI01358 PI01636	DAMPER REPAIR PARTS	001-301-571.00	Repairs & Maintenance - Equipment	148.44	363.10						
							1.02							
							1.02							
							1.02							
							13.20							
							13.20							
							13.20							
							29.84							
							29.84							
							29.84							
							7.60							
							7.60							
							7.60							
							19.90							
							19.89							
							19.89							
							DKT158294		Lowes Home Improvement	04/06/2021	61767 994138-GOJYCA 994140-GOJYCB 994746-GOKBVT	ASPHALT PATCH GAZEBO REPAIRS COLD ASPHALT STAIN FOR KAYAK LAUNCH	001-301-581.00	Asphalt
108.24														
13.28														
32.26														
36.44														
56.98														
24.99														
156.65														
53.46														
34.08														
146.76														
646.00														
DKT158295	Machado Patano PLLC	04/06/2021	12752 12753	Work Assignment 00-14-2020 Plan/Spec Review WORK ASSIGNMENT 00-16-2020	001-280-602.00	Professional Fees - Engineering	1,143.00	8,643.00						
							7,500.00							
DKT158296	Mid South Uniform and Supply	04/06/2021	614550	UNIFORMS FOR NEW OFFICERS	001-200-535.00	Uniforms	60.00	322.30						
90.00														
55.14														
58.58														
58.58														

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Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158297	MS Department of Revenue	04/06/2021	729-684	TAG FOR NEW POLICE VEHICLES	001-200-681.00	Other Services & Charges	24.00	24.00
DKT158298	MS Municipal Workers Compensation Group	04/06/2021	0383WC2020-6	WORKER'S COMPENSATION PREMIUM	001-140-625.00	Insurance	10,632.04	10,632.04
DKT158299	Napa of Bay St Louis	04/06/2021	280612	OIL FOR STOCK AT PUBLIC WORKS	001-301-571.00	Repairs & Maintenance - Equipment	143.88	585.16
					001-301-571.00	Repairs & Maintenance - Equipment	65.00	
					001-301-570.00	Repairs & Maintenance - Vehicle	210.72	
					001-301-571.00	Repairs & Maintenance - Equipment	23.51	
					001-301-571.00	Repairs & Maintenance - Equipment	23.51	
					001-301-501.00	Supplies	47.94	
	MARCH 2021		MONTHLY OPEN PO FOR NAPA		001-301-570.00	Repairs & Maintenance - Vehicle	14.12	
					001-301-570.00	Repairs & Maintenance - Vehicle	14.12	
					001-301-570.00	Repairs & Maintenance - Vehicle	14.12	
					001-301-570.00	Repairs & Maintenance - Vehicle	14.12	
					001-301-570.00	Repairs & Maintenance - Vehicle	14.12	
					001-301-570.00	Repairs & Maintenance - Vehicle	14.12	
DKT158300	Necaise and Company PLLC	04/06/2021	11717	Accounting Services Cost analysis Annual operating	001-140-600.00	Professional Fees - Accounting/Audit	1,210.00	
DKT158301	Necaise Locksmith Services Inc	04/06/2021	C1337	DOOR LOCK	001-140-540.00	Miscellaneous Supplies	215.00	215.00
DKT158302	Pickering Firm Inc	04/06/2021	0088801	Strategic Initiatives & Project Agreement	001-301-601.00	Professional Fees - Consulting	701.25	2,276.25
			0088802	WA #00-09-2021 -- HILO STREET CULVERTY REPLACEMENT	001-301-602.00	Professional Fees - Engineering	1,575.00	
DKT158303	S&L Office Supplies	04/06/2021	87239	OFFICE JANITORIAL SUPPLIES	001-140-501.00	Supplies	28.02	290.62
					001-140-501.00	Supplies	9.27	
					001-140-501.00	Supplies	4.16	
					001-140-510.00	Cleaning & Janitorial	45.71	
					001-140-510.00	Cleaning & Janitorial	81.54	
					001-140-510.00	Cleaning & Janitorial	25.99	
					001-140-510.00	Cleaning & Janitorial	34.29	
					001-140-510.00	Cleaning & Janitorial	24.99	
					001-140-501.00	Supplies	17.60	
					001-140-510.00	Cleaning & Janitorial	19.05	
			87268					

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount
DKT158304	Sea Coast Echo	04/06/2021	02242021	P&Z ADVERTISEMENT	001-280-620.00	Advertising		127.30
								127.30
								1,078.31
DKT158305	South MS Business Machines Gulfport	04/06/2021	333768 - APR	PAYMENT 30 OF 60 -- BLDG	001-280-642.00	Rent - Copier		281.28
			351616 - APR	PAYMENT 20 OF 24 -- ACCOUNTING	001-140-642.00	Rent - Copier		42.07
			351617 - APR	PAYMENT 21 OF 24 -- POLICE DEPT	001-200-642.00	Rent - Copier		42.07
			389072	PER COPY CHARGE FOR APRIL	001-200-506.00	Copier Usage/Maintenance		88.87
			389316	PER COPY CHARGE FOR MARCH	001-140-506.00	Copier Usage/Maintenance		70.58
			389317		001-301-506.00	Copier Usage/Maintenance		63.22
			389318		001-280-506.00	Copier Usage/Maintenance		60.35
			389669		001-140-506.00	Copier Usage/Maintenance		160.69
			AR295388-APR	PAYMENT 50 OF 60 -- ADMIN	001-140-642.00	Rent - Copier		187.21
			AR298523-APR	PAYMENT 48 OF 60 -- ADMIN	001-301-642.00	Rent - Copier		81.97
								707.50
DKT158306	Southern Barks Inc	04/06/2021	1437	WOODFIBER MULCH	001-301-575.00	Repairs & Maintenance-Streets/Drainage/Other		707.50
								1,739.75
DKT158307	Southern Tire Mart	04/06/2021	2500062760	REPLACE TIRES ON DUMP TRUCK	001-301-635.00	Professional Fees - R&M Outside Services		1,739.75
								157.52
DKT158308	Sun Coast Business Supply	04/06/2021	1276411-0	NAME PLATES	001-140-510.00	Cleaning & Janitorial		44.60
			1276411-1		001-280-501.00	Office Supplies		21.90
			1277190-0	FOR DEPOSIT ONLY STAMPS	001-140-501.00	Supplies		91.02
								36,563.38
DKT158309	TETRA TECH INC	04/06/2021	51715996	DEBRIS MONITORING FOR HURRICANE ZETA	001-301-683.00	Professional Fees - Debris Removal		36,563.38
								334.00
DKT158310	Timothy A Kellar Chancery Clerk	04/06/2021	8621	RECORDING OF DEEDS / EASEMENT / LIEN / RELEASE	001-140-681.00	Other Services & Charges		334.00
								130.00
DKT158311	Tyler Technologies	04/06/2021	025-328242	Incode Community Development Software	001-280-605.00	Professional Fees - IT		130.00
								59.99
DKT158312	UMB Card Services	04/06/2021	MAR, 2021	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00	Membership Dues/Fees		45.00
					001-140-623.00	Membership Dues/Fees		14.99

Docket of Claims Register - Council

APPKT01455 - DOC Item No.27.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT158313	UniFirst Corporation							370.53
	04/06/2021	105 0928655	UNIFORM RENTAL FOR THE WEEK ENDING 03.15.2021	001-301-535.00	Uniforms	126.11		
		105 0929753	UNIFORM RENTAL FOR THE WEEK ENDING 03.22.2021	001-301-535.00	Uniforms	113.21		
		105 0930868	UNIFORM RENTAL FOR THE WEEK ENDING 03.29.2021	001-301-535.00	Uniforms	131.21		
DKT158314	Vulcan Inc							209.45
	04/06/2021	R02449	STREET SIGNS	001-301-586.00	Street Signs	55.12		
				001-301-586.00	Street Signs	66.14		
				001-301-586.00	Street Signs	38.58		
				001-301-586.00	Street Signs	49.61		
DKT158315	Warran Automotive, Inc							1,240.38
	04/06/2021	21955	REPAIR TO DUMP TRUCK	001-301-635.00	Professional Fees - R&M Outside Services	470.38		
				001-301-635.00	Professional Fees - R&M Outside Services	770.00		
DKT158316	Waste Management							59.23
	04/06/2021	0738010-4768-6	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	59.23		
						Total Claims: 49	Total Payment Amount:	325,008.32