



Mayor Liese	
Councilmember Maher	At-Large
Councilmember Finley	Ward 1
Councilmember Sheppard	Ward 2
Councilmember Harwood	Ward 3
Councilmember Clark	Ward 4

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, July 21, 2026
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation - Councilmember Harwood

Pledge of Allegiance

Roll Call

Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday August 4, 2026 at 6:00 p.m. in the Council Chambers located at City Hall.

b. St. Vincent De Paul Elementary School National Beta Club Musicology Team

City Manager's Report.

Public Comments on Agenda Items.

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve July 7, 2026 Regular Meeting Minutes.

Ordinances:

2. **2026-093:** Motion to adopt Ordinance 2026-001 Zoning Ordinance thereby establishing standing procedures to ensure that entities which cut and excavate streets owned by the City have the knowledge, competence and resources needed to perform the scope of work for which they are permitted and further to provide focus on the need for better coordination and accountability and for employing less intrusive, more durable, and cost-efficient methods for restoring utility cuts within paved roads.

Resolutions:

3. **2026-138:** Motion to adopt Resolution 2026-019 to accept by donation an easement which is part of Lot 63, Block 3, Diamondhead Unit 10, Phase 2, (Stephen and Stacy Kulikowski), part of Lot 64, Block 3, Diamondhead Unit 10, Phase 2, (Linele Barrow) and part of Lot 65, Block 3, Diamondhead Unit 10, Phase 2, (Diamondhead Country Club and Property Owners Association) for drainage and utility purposes.

4. **2026-142:** Motion to adopt Resolution 2026-020 thereby establishing salaries for all Police Department employees effective September 1, 2026.

Consent Agenda:

5. **2026-131:** Motion to approve Preliminary Engineering Service Contract with Covington Civil and Environmental LLC, in an amount not to exceed \$73,417.10 for the Wayfinding Study.
6. **2026-132:** Motion to approve Letter of Commitment in accordance with the Office of Violence Against Women Justice for Families Program.
7. **2026-133:** Motion to approve payment to Eley Guild Hardy Archietcts PA in the amount of \$3,400.00 for the Diamondhead Community Center Renovation Cost Estimate.
8. **2026-134:** Motion to ratify the approval of application for Flood Mitigation Assistance FY2024 Capability and Capacity Building Grant Proposal Coon Branch LFRR Scoping Project.
9. **2026-135:** Motion to accept and award bids received for the sale of surplus real property for Parcel 067N-1-35-047.00 to Lloyd and Kristy Nicaud in the amount of \$39,000.00, Parcel 067H-2-25-014.00 to Jacob Epperly in the amount of \$6,801.00 and Parcel 067F-1-26-112.00 to Crystal Steube in the amount of \$1,688.00.
10. **2026-136:** Motion to approve Memorandum of Understanding between Hancock County Board of Supervisors and the City of Diamondhead for Police Protection services and other purposes through September 30, 2026.
11. **2026-137:** Motion to approve Change Order No. 2 to the contract with Holliday Construction, LLC. in the net amount of \$49,804.84 for a total contract amount of \$959,363.22 for the Montjoy Creek Nature Trail.
12. **2026-139:** Motion to ratify the purchase made prior to authorization in the amount of \$694.65 to Adonai Electric.
- 13.** **2026-140:** Motion to approve Budget Amendment 2026-004.
14. **2026-141:** Motion to approve MS Arboretum application submittal to the MS Urban Forest Council for a certified Arboreta Trail.
15. **2026-146:** Motion to declare surplus equipment and proceed with proper disposal.

Action Agenda.

16. **2026-143:** Motion to create positions and approve job descriptions of Patrol Officer, Police Sergeant, Investigator, Assistant Chief/Investigator and Police Clerk for the Diamondhead Police Department.
17. **2026-144:** Motion to approve and adopt the designed insignia, consisting of the official badge and logo for the Diamondhead Police Department.
- 18.** **2026-145:** Motion to approve and adopt Standard Operating Procedures for the Diamondhead Police Department.

Routine Agenda.

Claims Payable

[19.](#) Motion to approve Docket of Claims (DKT233934-DKT233953) in the amount of \$180,467.67.

Public Comments on Non-Agenda Items.

Council Closing Comments

Executive Session - If Necessary

Adjourn/Recess.

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

CITY OF DIAMONDHEAD, MISSISSIPPI

A RESOLUTION HONORING THE ST. VINCENT DE PAUL ELEMENTARY SCHOOL NATIONAL BETA CLUB MUSICOLOGY TEAM FOR WINNING THE 2026 NATIONAL BETA CONVENTION CHAMPIONSHIP

WHEREAS, the City of Diamondhead is proud to recognize and celebrate the outstanding accomplishments of young people whose dedication, knowledge, and perseverance bring honor to themselves, their schools, and their communities; and

WHEREAS, St. Vincent de Paul Elementary School students Jesse Pidgeon, Conrad Crittenden, Andrew Mallini, and Charlie Clark captured the 2026 National Beta Convention Musicology Championship, competing against teams from across the United States; and

WHEREAS, the team advanced through five challenging rounds of quiz bowl-style competition, demonstrating exceptional knowledge of music history, theory, composers, and performance before earning a decisive 200–0 victory in the championship round; and

WHEREAS, this remarkable achievement reflects countless hours of study, preparation, teamwork, and commitment to academic excellence, as well as the encouragement and support of their families, teachers, coaches, and St. Vincent de Paul Elementary School; and

WHEREAS, the City of Diamondhead takes special pride in recognizing Jesse Pidgeon and Conrad Crittenden, Diamondhead residents whose accomplishments exemplify the talent, character, and promise of our community's young people; and

WHEREAS, the success of this championship team serves as an inspiration to students throughout our community, demonstrating that hard work, collaboration, and determination can lead to extraordinary achievement on a national stage.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Diamondhead, Mississippi, that we do hereby congratulate Jesse Pidgeon, Conrad Crittenden, Andrew Mallini, and Charlie Clark on winning the 2026 National Beta Convention Musicology Championship, commend them for their outstanding academic achievement, and extend our best wishes for continued success in all their future endeavors.

BE IT FURTHER RESOLVED that the Mayor and City Council express their appreciation to the parents, educators, and mentors whose encouragement and dedication helped make this extraordinary accomplishment possible.

ADOPTED, this 21st day of July, 2026.

Anna Liese, Mayor

ATTEST:
City Clerk

1



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, July 07, 2026
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation - Councilmember Sheppard

Pledge of Allegiance

Roll Call

PRESENT

Mayor Anna Liese

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Ricky Sheppard

Ward 3 Jessie Harwood

Ward 4 Austin Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Liese, Seconded by Ward 3 Harwood to adjust the agenda as follows:

Amend Item #4 - Motion to approve and enter into contract with Razzoo Band for music services in the amount of \$1000.00 for the Diamondhead Blessing of the Classics to be held on October 7, 2026.

Add Item #18a. - Motion to approve Docket of Claims (DKT233921 and DKT233922) in the amount of \$1,915.00.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held Tuesday July 21, 2026 at 6:00 p.m. in the Council Chambers located at City Hall.
- b. Police Chief - Swearing in Ceremony
Chad Dorn

City Manager's Report.

CITY MANAGER REPORT
July 07, 2026

1. Canal Dredging – The contract is for 240 days with the current end date of October 24th. Due to the excessive clayey material, the engineers have started the discussion with the USACE to request

an extension to the dredging permit. The contractor is continuing to dredge the main chan

Due to recent rain events, the access to the BU site has become difficult for the contractor to access. DMR is determining what steps are required to fix this issue.

2. Paving 2026 – The contractor has completed the paving and striping the roadway. The engineer will schedule a walkthrough this month to finalize this project.
3. Jourdan River Boardwalk – The contract is for 180 days with the current end date of October 17th. The contractor has installed the decking and railing for the first section of the boardwalk. The installation of the crossmembers and support beams will start on the last section this month. I will again ask residents to use caution when driving down to the boat launch.
4. Montjoy Creek Nature Trail – The contract is 180 calendar days with a current end date of October 10th. The contractor has been working on the parking area and raised boardwalk area. The bridge will require some additional testing before it is installed. Residents need to remain off the trail until all work is completed.
5. Rotten Bayou Nature Trail – The engineer is finishing the parking area and trailhead for this project and will be presenting the phase 1 layout to the council in the next month. The required permits have been submitted, and the engineer is currently waiting to see if additional information will be needed.
6. Bank Stabilization – The project is currently out for bid. The city is working on the additional easements needed for this project.
7. MDOT Projects – The contractor is working on the multimodal path and the expansion of the Interstate to six lanes. From July 6 – 9 from (7PM to 5AM) the I-10 East Bound & West Bound Diamondhead ON & OFF Ramps will experience temporary traffic control closures for Paving & Striping Operations.
8. Pelican Cove – The request to advertise for this project is on tonight agenda. This project will clean the detention pond to allow for more capacity and reconfigure the weir to allow better regulate the release of stormwater during a rain event.
9. Dog Park – Public Works has started the installation of the turf at the entrance to the dog park. The sand has been installed and will be packed down to create a solid base. Turf has been installed on one section of the entrance but has not been completely secured. Please use caution when entering and exiting the park.

No additional updates on remaining projects.

10. Fitness Park – The city received the exercise equipment. Public Works will start working on installing everything.
11. East Aloha Drive – The engineers are finishing the sidewalk designs and right-of-way acquisition process with MDOT. The electrical engineering sub-contractor is completing the design and layout for the streetlights. The engineers expect to be able to advertise as soon as the MDOT requirements are completed.
12. West Aloha Drive – I am working with American Towers to finalize the egress into the driveway access to North Bay Auto and AutoZone.
13. Commercial District – The engineer is completing the final design. Additional sewer realignment is needed to finish the project.

14. Landscaping Project – Keep Diamondhead Beautiful and their landscape architect company working on the project scope. The city has expressed that the landscaping cannot obstruct driver's view.

15. Unit Price Contracts

Crooked Stick – A design has been created. A work directive will be submitted.

Mauna Loa Drive – A design has been created. A work directive will be submitted.

Ewa St @ Hilo Way – A design has been created. A work directive will be submitted.

Koula Drive – A design has been created. An OPC has been issued for budget needs.

16. Hazard Mitigation Grant Program – The kickoff meeting with FEMA was held two weeks ago for the Outdoor Emergency Siren System. The project is waiting on a period of performance extension from FEMA. The bid advertisement and specifications will be on the agenda at the next council meeting for your review and approval.

Public Comments on Agenda Items.

Ruven St. Pierre - Flooding

Marshall Douglas - Flooding

Ken Henry - Flooding

Susan Duffy - Ditch Clean Out

Council Comments.

Policy Agenda.

Minutes:

1. Motion to approve June 16, 2026 Regular Meeting Minutes.

Motion made by Ward 2 Sheppard, Seconded by Ward 3 Harwood to approve June 16, 2026 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Ordinances:

2. **PUBLIC HEARING** - 2026-093 Utility Cut Ordinance

Mayor Liese opened the **Public Hearing** in the matter of the Utility Cut Ordinance and called for public comment on three (3) occasions and received none. The **Public Hearing** was closed.

Resolutions:

3. **2026-119:** Motion to ratify Proclamation of Existence of Local Emergency as of 10:00 a.m. on June 17, 2026 for flooding and severe weather related to potential Tropical Cyclone One (TS Arthur).

Motion made by Mayor Liese, Seconded by Ward 1 Finley to ratify Proclamation of Existence of Local Emergency as of 10:00 a.m. on June 17, 2026 for flooding and severe weather related to potential Tropical Cyclone One (TS Arthur).

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 2 Sheppard, Seconded by Ward 3 Harwood to approve the following consent items:

4. **2026-116:** Motion to approve and enter into contract with Razzoo Band for music services in the amount of \$800.00 for the Diamondhead Blessing of the Classics to be held on October 7, 2026.
5. **2026-117:** Motion to approve Pay Application 1 in the amount of \$186,197.15 to Holliday Construction, for the Montjoy Creek Nature Trail.
6. **2026-118:** Motion to approve Pay Application 2 in the amount of \$152,587.10 to Gill's Crane & Dozer Services, for the Jourdan River Boardwalk Project.
7. **2026-120:** Motion to accept audit engagement correspondence with Wright Ward Hatten Guel outlining FY25 audit services and objectives.
8. **2026-121:** Motion to approve Pay Application 1 in the amount of \$405,667.48 to JE Talley Construction, Inc. for the Canal Dredging Rebid Project.
9. **2026-122:** Motion to approve the Business Associate Agreement with Hub Gulf South for commitment of compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996.
10. **2026-123:** Motion to approve Pay Application 4 in the amount of \$229,153.21 to Gulf Pride Paving, LLC., for the Diamondhead Paving Project 2026.
11. **2026-125:** Motion to approve payment to Covington Civil & Environmental, LLC in the amount of \$1,125.00 for On-Call Survey Services, in the amount of \$2,328.50 for Site Development Plan, and in the amount of \$3,100.00 for Diamondhead Paving 2026.
12. **2026-126:** Motion to advertise for bids for the Pond 6 Remediation at Pine Golf Course.
13. **2026-127:** Motion to ratify and enter into a new commercial lease agreement for the Vacant lot on Noma Drive between Tellus Boat Storage and City Parking Lot with Purcell Co., Inc. for three (3) days, commencing on July 3, 2026 and expiring at midnight on July 5, 2026 in the sum of One Dollar (\$1.00).
14. **2026-128:** Motion to ratify and enter into a new commercial lease agreement for the Vacant lot on Noma Drive with Tellus Diamondhead, LLC., for three (3) days, commencing on July 3, 2026 and expiring at midnight on July 5, 2026 in the sum of One Dollar (\$1.00).
15. **2016-130:** Motion to accept the proposed timeline for FY2027 Budget adoption.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

16. **2026-124:** Motion to approve a variance from the Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line. The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

Motion made by Ward 4 Clark, Seconded by Ward 2 Sheppard to approve a variance from Zoning Ordinance Article 3.4.8 to allow a residence within 7.4' of a side property line. The property address is 7840 Maui Circle. The tax parcel number is 067R-2-36-187.000. The property is in a R-6 zoning district. The setback for a residence from the side property line is 10'. The variance requested is 2.6'. The Case File Number is 202600344.

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

MOTION CARRIED UNANIMOUSLY

17. **2026-129:** Motion to consider and adopt amendments to Article 7 of the Zoning Ordinance relating to land clearing, development permits, and building permit requirements. (Liese)

Motion made by Mayor Liese, Seconded by Ward 3 Harwood to consider and adopt amendments to Article 7 of the Zoning Ordinance relating to land clearing, development permits, and building permit requirements. No action taken.

Motion made by Mayor Liese, Seconded by Ward 1 Finley to send this matter to the Planning and Zoning Commission for **Public Hearing** at the August 2026 meeting related to land clearing, development permits, and building permit requirements.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

18. Motion to approve Docket of Claims (DKT233881- DKT233920) in the amount of \$1,534,084.95.

Motion made by Ward 2 Sheppard, Seconded by Ward 1 Finley to approve Docket of Claims (DKT233881- DKT233920) in the amount of \$1,534,084.95.

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

MOTION CARRIED UNANIMOUSLY

- 18a. Motion made by Ward 3 Harwood, Seconded by Ward 2 Sheppard to approve Docket of Claims (DKT233921 and DKT233922) in the amount of \$1,915.00.

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

MOTION CARRIED UNANIMOUSLY

19. Motion to approve Payroll Payables DKT233781 in the amount of \$90.72, DKT233800 in the amount of \$90.72, DKT233861-DKT233870, PRCLAIM000272 in the amount of \$29,841.94, PRCLAIM000273 In the amount of \$33,689.86 and PRCLAIM000274 in the amount of \$3,030.37.

Motion made by Ward 2 Sheppard, Seconded by Ward 3 Harwood to approve Payroll Payables DKT233781 in the amount of \$90.72, DKT233800 in the amount of \$90.72,

DKT233861-DKT233870, PRCLAIM000272 in the amount of \$29,841.94, PRCLAIM000273 in the amount of \$33,689.86 and PRCLAIM000274 in the amount of \$3,030.37.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve the following department reports.

a. Court

Police

Code Enforcement

Building Department

b. May 2026 Financials

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items - None

Council Closing Comments

Adjourn/Recess.

At 6:48 p.m. with no further business to come before the council, motion made by Ward 4 Clark, Seconded by Ward 3 Harwood to adjourn.

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

MOTION CARRIED UNANIMOUSLY

Anna Liese
Mayor

Jeannie Klein
City Clerk

UTILITY CUT ORDINANCE – ZONING ORDINANCE CITY OF DIAMONDHEAD

1. PURPOSE

- 1.1 The purpose of these guidelines is to establish standard procedures to ensure that entities which cut and excavate streets owned by the City have the knowledge, competence and resources needed to perform the scope of work for which they are permitted. It also provides focus on the need for better coordination and accountability and for employing less intrusive, more durable, and cost-efficient methods for restoring utility cuts within paved roads.

2. PERMIT APPLICATION AND NON-CONFORMANCE

2.1 Permitting

- 2.1.1 Any work in the City of Diamondhead maintained street, alley, or right-of-way requires a permit from the City. This permit allows a utility company, a contractor hired by the utility company, or an individual to conduct the work within the right-of-way. Approval of the City is required prior to starting the work.

2.2 Non-Conformance

- 2.2.1 Failure to comply with applicable permitting requirements would be considered a violation of City of Diamondhead Zoning Ordinance Section

2.3 Permit Inspections

- 2.3.1 Prior to proceeding with the utility cut, the Building Department shall be notified by the permit applicant to verify that the cutting limits and the repair procedures have been agreed upon and approved by a representative of the City. Inspection requests shall be made to the Building Department by the permittee at least two (2) days prior to the inspection.
- 2.3.2 For any street closures, approval is required from the City prior to commencing work. The Contractor should request the closure 2 business days prior to the requested work. All emergency personnel, Police and Fire Department, should be notified as well.
- 2.3.3 Replacement of aggregate base or flowable fill shall not be performed until the trench is inspected and approved by a representative of the City.
- 2.3.4 At the completion of the installation of the aggregate base or flowable fill, the City shall be requested to inspect the backfill. After acceptance of the backfill, the asphalt pavement can be applied.

3. CONSTRUCTIBILITY

3.1 The conditions described below apply to all work done within the public right-of-way such as utility line installation or repairs performed by any contractor or utility department, public or private.

3.2 The roadway should be constructed in accordance with City of Diamondhead Ordinance 308.18.1.

3.3 Protection of Existing Improvements

3.3.1 The contractor shall at all times take proper precautions and be responsible for the protection of existing street surfaces, driveway culverts, street intersection culverts or aprons, irrigation system, mailboxes, driveway approaches, curb, gutter, sidewalks, utilities, and all other identifiable installations that may be encountered during construction.

3.3.2 Existing improvements to adjacent property such as landscaping, fencing, utility services, driveway surfaces, etc., that are not to be removed shall be protected from injury or damage resulting from the contractor's operations.

3.3.3 The contractor shall at all times take proper precautions for the protection of property pins/corners and survey control monuments encountered during construction. Any damaged or disturbed survey markers shall be replaced by a registered land survey at the contractor's expense.

3.3.4 The repair of any damaged improvements as described above shall be the responsibility of the permit holder.

3.4 Removals

3.4.1 Any roadway surface will only be cut and/or excavated as described in the permit.

3.4.2 Existing pavements and bases shall be saw cut to clean, straight lines that are perpendicular or parallel to the flow of traffic. Expansion joints removed shall be replaced.

3.4.3 The minimum width of any cut repairs shall be four feet to allow for a roller.

3.4.4 All repairs shall have a 2-foot minimum cutback on all sides except the edge of the pavement.

3.4.5 Asphalt repair adjacent to curb and gutter along a roadway and greater than 24-inches shall have full lane width paving.

3.4.6 Diagonal repairs will be required to be squared off, milled, and paved.

3.4.7 The surface repair of all irregular-shaped excavations shall always be a rectangle with parallel sides that are perpendicular to the direction of travel of the roadway.

3.4.8 The repairs shall be in compliance with these guidelines and the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.

- 3.4.9 Concrete shall be removed to neatly sawed edges to full depth for sidewalks and curb and gutter and shall be cut in straight lines either parallel to the curb or perpendicular to the alignment of the sidewalk or curb.

3.5 Backfill

- 3.5.1 Subgrade should be 6" minimum compacted to 95% Standard Proctor.
- 3.5.2 The final lift, comprised of road base material shall be 6" of 610 Limestone Base or 8" Soil Cement meeting MDOT Specification for Granular Base Course (Limestone) and shall be compacted to ninety-five percent (95%) standard Proctor density.

3.6 Asphalt

- 3.6.1 The construction requirements shall be as prescribed in Sections 401 and 403, Mississippi Standard Specification for Road and Bridge Construction, latest edition, and/or all current Special Provisions.
- 3.6.2 Asphalt shall be 2" Minimum 9.5mm, ST, Hot Bituminous Surface Course and 4" Minimum 12.5mm, ST, Hot Bituminous Base Course.
- 3.6.3 Acceptable thickness of the specified lift shall be in accordance with Section 401.02.4 of the Mississippi Standard Specifications for Road and Bridge Construction, Latest edition, by mixture.
- 3.6.4 The depth of asphalt patches in asphalt streets shall typically be the depth of the existing asphalt surface plus 1 inch or as specified by the City Representative.
- 3.6.5 When excavation for laterals crosses a lane at a frequency of 2 or more lateral excavations within 100 feet of each other, the repair shall include the milling and paving for the full lane width and a minimum of 2 feet beyond the furthest lateral excavation.
- 3.6.6 When excavations exceed 20 feet in length, contractor shall follow typical asphalt detail (CCE-211). This includes 6" or of 610 Limestone Base or 8" Soil Cement meeting MDOT Specification for Granular Base Course (Limestone) and shall be compacted to ninety-five percent (95%) standard Proctor density. Followed by 1 ½" 12.5mm, ST, hot bituminous base course asphalt, and finished with 1 ½" 9.5mm, ST, hot bituminous surface course asphalt.

3.7 Restoration

- 3.7.1 The permittee shall be responsible for repairing all damage to the street resulting from cutting the pavement and/or excavation of or boring under a street.
- 3.7.2 Any damage, even superficial, to existing asphalt surface in the vicinity of the work area shall be repaired at the expense of the Contractor, including but not limited to gouges, scrapes, outrigger marks, backhoe bucket marks, etc.
- 3.7.3 Any disturbed pavement markings must be restored to current MDOT standards.
- 3.7.4 Any traffic control devices which are affected by any work done in the roadway shall be repaired or replaced in compliance with criteria set forth in the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

- 3.7.5 Traffic markings should be replaced to match the existing markings. All traffic markings shall be non-slip thermoplastics. Traffic marking areas shall be thoroughly cleaned and prepared in accordance with manufacturers' recommendations. Equipment used to clean the pavement shall not damage the surface. Traffic marking shall be placed in accordance with manufacturers' recommendations. Markings shall be placed in a manner that will result in true and straight lines and the satisfaction of the Building Department. Any lines placed outside of these parameters shall be removed and replaced at the contractor's expense. Newly placed markings shall be protected so that, insofar as possible, paint will not be damaged by pedestrian or vehicular traffic.
- 3.7.6 Any disturbed grass areas within the City ROW, medians, or private properties will need to be regraded and sodded or seeded to match existing conditions.

3.8 Maintenance

- 3.8.1 The permittee shall protect the traveling public by proper warning signs and/or signals both day and night until the street is fully repaired. Warning signs and signals shall be installed by, and at the expense of, the permittee and in accordance with the street closures.
- 3.8.2 The permittee shall maintain the area of the street cut until final acceptance of the work.
- 3.8.3 The permittee shall hold the City, the agencies thereof, and their officers/employees harmless from any and all loss/damage which may arise out of or be connected with the work performed under any permit issued hereunder.
- 3.8.4 The work performed shall be free from workmanship defects for a period of one (1) year after date of acceptance by the City.
- 3.8.5 The Permittee shall guarantee to repair or replace any defective work. This guarantee is part of the permittee promise of performance. Under special circumstances, the City may require the Permittee to provide a performance bond issued by an acceptable surety company. The permittee guarantee and bond shall continue for a period of three years after the work has been finally accepted by the City.

4. MATERIALS

- 4.1 The permittee shall ensure that all materials meet the requirements of MDOT Specifications.
- 4.1.1 Base course material shall be dense-graded crushed domestic limestone, plant mixed to conform to size NO. 610 per MDOT Specifications.
- 4.1.2 Geotextile fabric used under crushed limestone shall meet the requirements of Type V in Table 1 of Section 714.13.11 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.
- 4.1.3 Hot Bituminous Pavements shall meet the requirements of Section 401 and all other referenced sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

4.1.4 Traffic Markings shall be as specified in Sections 625 – Painted Traffic Markings and 626 – Thermoplastic Traffic Markings and all other referenced sections of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

5. PROTECTION OF THE CITY'S STORMWATER SYSTEM

5.1 The permittee shall protect all stormwater systems – including drainage appurtenances located adjacent to the construction site. The protection measures used shall be designed to prevent the discharge of pollutants to any portion of the stormwater system.

- 5.1.1 The permittee shall be responsible for the removal of all construction debris, dirt, trash, rock, sediment, sand, or other pollutants that may accumulate in the stormwater conveyance system and stormwater appurtenances as a result of construction activities associated with a permit.
- 5.1.2 No person shall cause the impediment of stormwater flow in the flow line of the curb and gutter. The permittee shall prevent sediment, debris, and all other pollutants from entering the stormwater system during all phases of construction.
- 5.1.3 The cleaning of concrete delivery truck chutes or other equipment is prohibited at the job site.
- 5.1.4 The permittee shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis.
- 5.1.5 The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited.
- 5.1.6 The discharge to the storm sewer system of water used for flushing off paved surfaces is prohibited, unless measures have been taken to remove pollutants from the discharge.

ORDAINED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Diamondhead, Hancock County, Mississippi at its regular meeting held on the ____ day of _____, 2026.

MOTION made to adopt the foregoing Ordinance was made by Council Member _____ and SECONDED by Council Member _____ and the foregoing having first been reduced to writing, was submitted to a Roll Call Vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Harwood	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Liese	_____	_____	_____

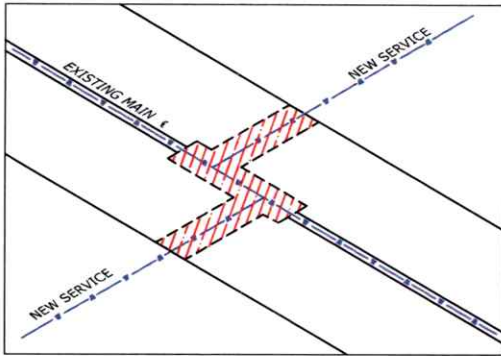
Whereupon the Mayor declared the motion carried and the Ordinance adopted this the ____ day of _____, 2026.

CITY OF DIAMONDHEAD, MISSISSIPPI

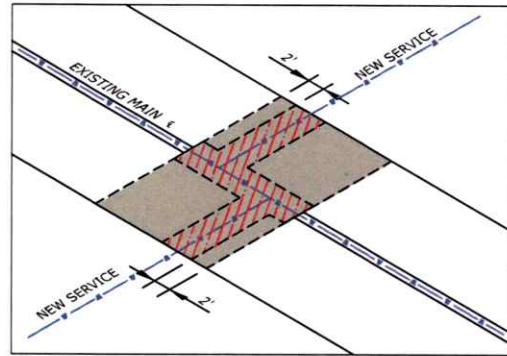
BY: Anna Liese
Anna Liese
MAYOR

ATTEST:

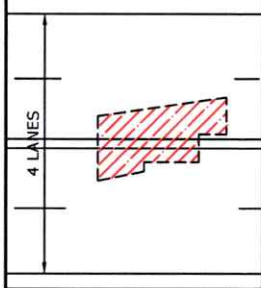
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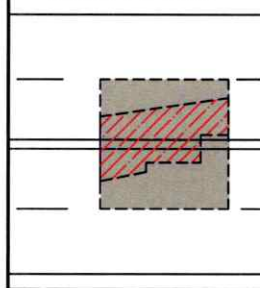
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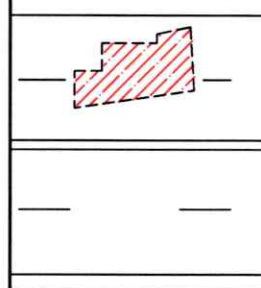
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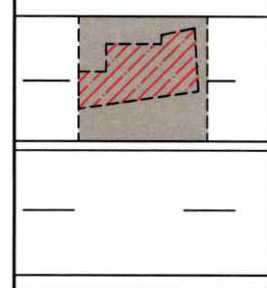
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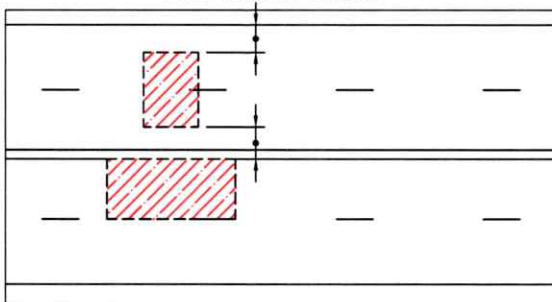
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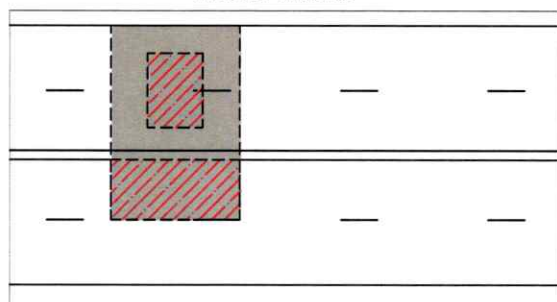
ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE



LEGEND

-  EXISTING PAVEMENT
-  FULL DEPTH REPAIR
-  MILL/PAVE

**PAVEMENT & UTILITY CUT
REPAIR STANDARDS**

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

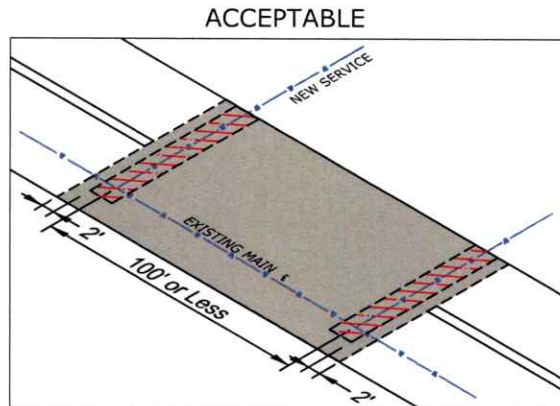
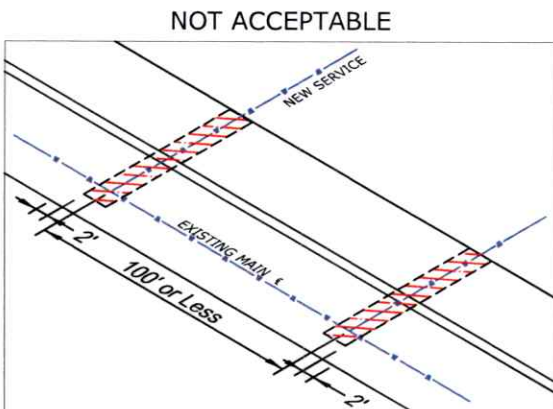
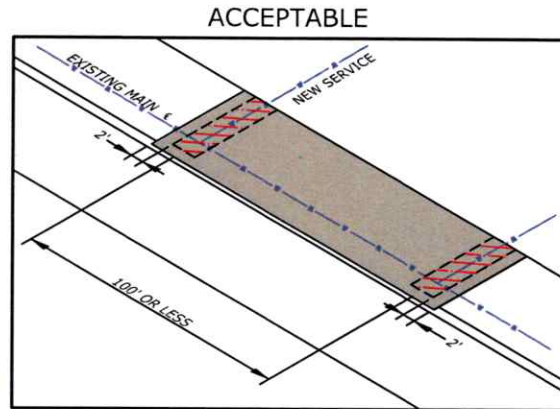
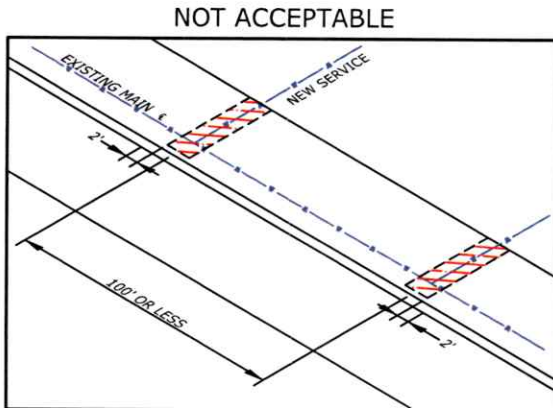
SEPT 2025

TITLE:

CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

SHEET:

FIG. 1



LEGEND

-  EXISTING PAVEMENT
-  FULL DEPTH REPAIR
-  MILL/PAVE

PAVEMENT & UTILITY CUT
REPAIR STANDARDS

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

SEPT 2025

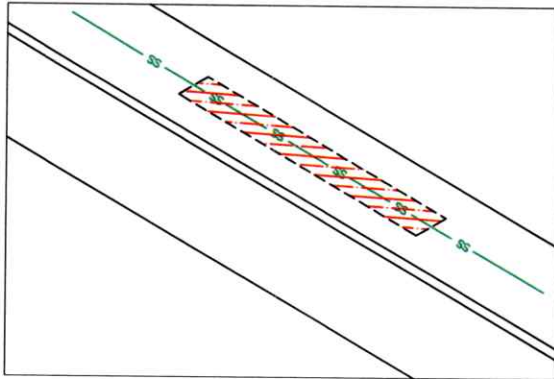
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CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

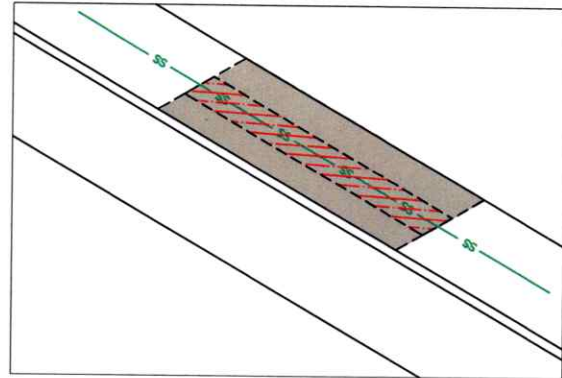
SHEET:

FIG. 2

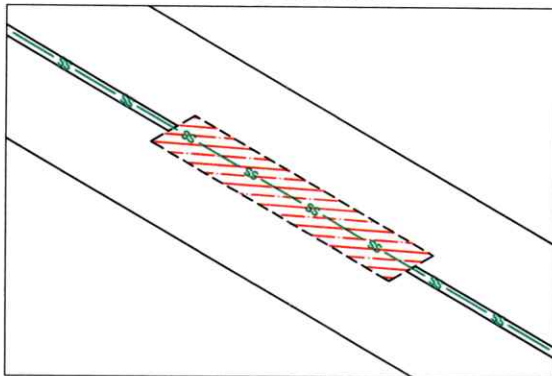
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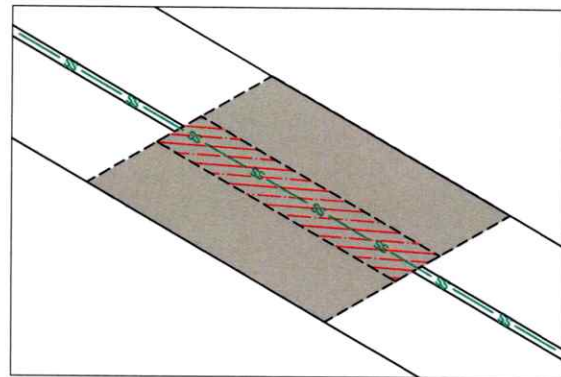
ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE



LEGEND

-  EXISTING PAVEMENT
-  FULL DEPTH REPAIR
-  MILL/PAVE

PAVEMENT & UTILITY CUT
REPAIR STANDARDS

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

SEPT 2025

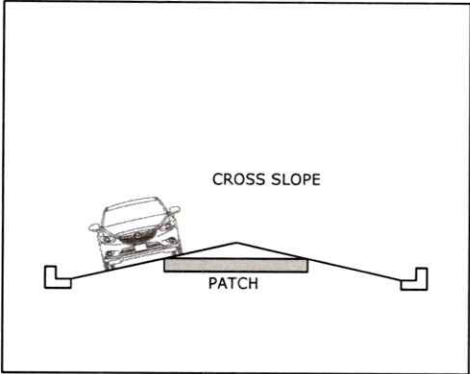
TITLE:

CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

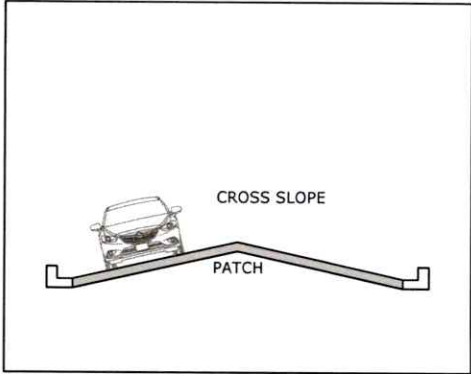
SHEET:

FIG. 3

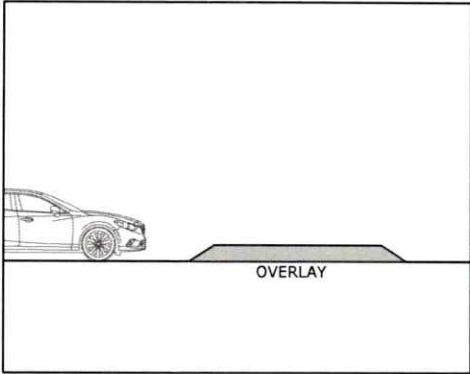
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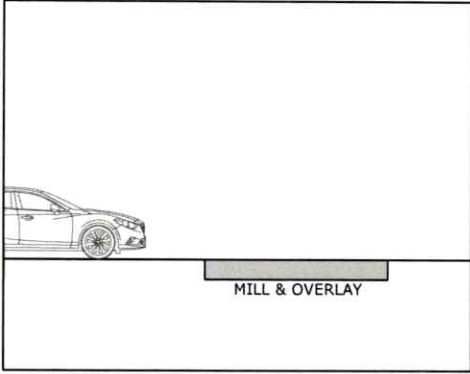
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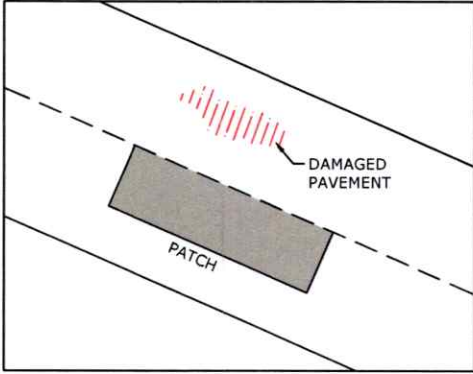
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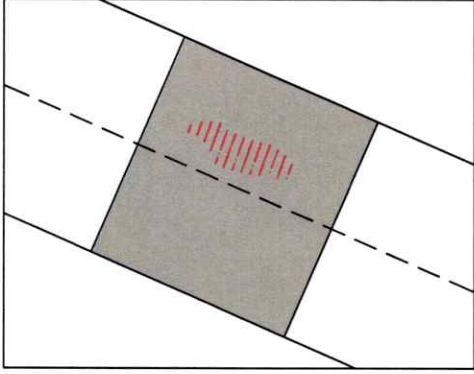
ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE



**PAVEMENT MILL / OVERLAY
REPAIR STANDARDS**

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

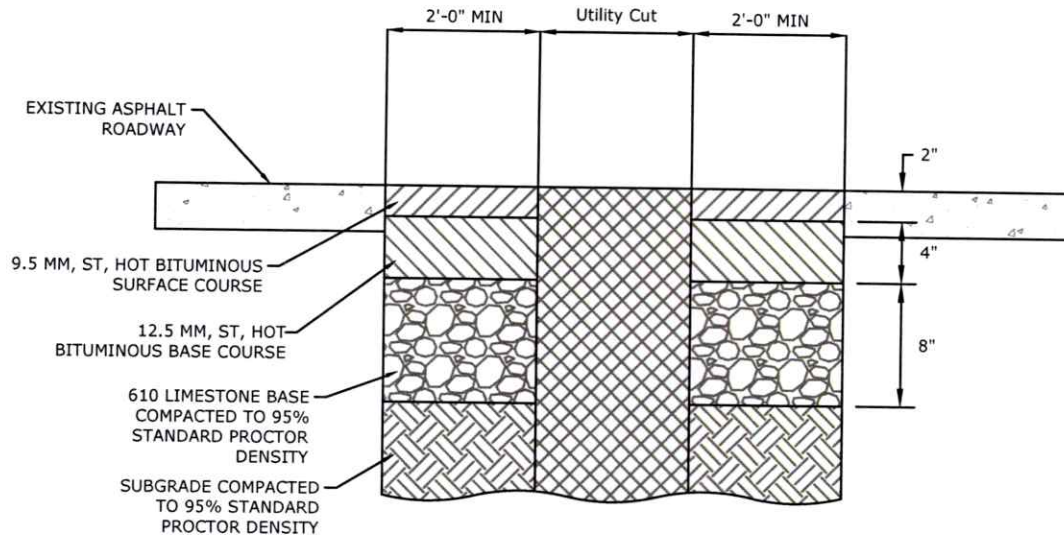
SEPT 2025

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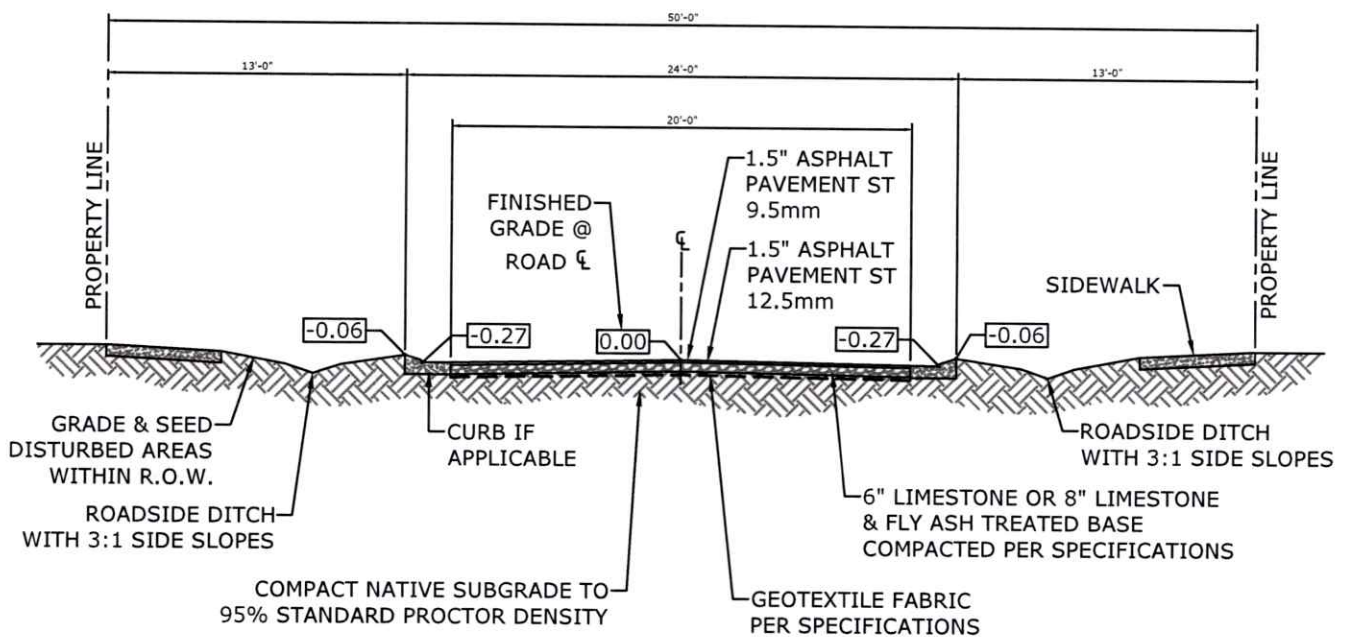
CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

SHEET:

FIG. 4



TYPICAL UTILITY PATCH



TYPICAL ROADWAY SECTION

NORTH ARROW

PREPARED BY:



228-396-0486 . WWW.CCELLC.US
2300 14th Street
Gulfport, Mississippi 39501

PREPARED FOR:

CITY OF DIAMONDHEAD

PROJ NUMBER:

16175

LOCATION:

DIAMONDHEAD, MS

SCALE:

N.T.S.

DESIGN:

S. MCLELLAN

DRAWN:

T, PARKER

DATE:

SEPT 2025

TITLE:

CITY OF DIAMONDHEAD STANDARD CONSTRUCTION DETAILS

SHEET:

FIG. 5

Permit No: _____



**PERMIT APPLICATION FOR THE CONSTRUCTION, REPAIR,
OR ADJUSTMENT OF A UTILITY**

Date Submitted: _____

Ward: _____

 Utility Company: _____
 (Name & Address)

 Utility Company Representative: _____
 (Name & Phone #)

 Represented By: _____
 (Name, Address, & Phone # if a contractor or engineer is submitting the application for the utility company)

 Herein called Applicant, proposes to (check one or more): ☐ Construct ☐ Repair ☐ Adjust

 Along and across _____
 (Name of Street)

 said work to be accomplished between _____
 (Name of Street)

 and _____ in the City of
 Diamondhead, (Name of Street)

 Mississippi, MS One Call No: _____ for requiring a temporary closure time
 of _____ days and hereby make application to the City of Diamondhead for a Permit.
 Attached hereto are drawings or plans for the proposed work, which will not be changed or
 altered without approval of the Building Department, or the authorized representative.

The Applicant shall be responsible for future maintenance and repair of the utility facility. The Applicant shall make future adjustments in, or relocate, the facilities when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as described herein, it will be adjusted to comply with same without cost to the City, unless a variance has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans. The Applicant further understands and agrees that subsequent to the installation of the Applicant's facilities that the right-of-way and road surface will be restored to their original condition or better, and that the City of Diamondhead Building Department or a duly authorized representative will inspect the completed work and any modifications or adjustments which are needed as determined by the Building Department will be immediately corrected by the Applicant.

I. The Applicant also agrees to adhere to the following regulations:

1. Pay all Fees, if applicable;
2. Submit a Performance Bond per City Ordinance;
3. Provide Compaction Testing of Soils as required;
4. All road surfaces which are excavated to permit a utility crossing will be repaired as per Diamondhead Utility Cut Ordinance – Zoning Ordinance 19;
5. Asphalt shall be repaired within 10 business days of completing work within the project area;
6. Area of work to be dressed and finished such that the project site will be in as good or better condition after the utility installation; and,
7. Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

II. The City of Diamondhead agrees to the following stipulations:

1. To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the City Roadway and Utility Facility;
2. To use any and all legal means to see the City standards, except to the extent of a variance shown on the plans filed herewith and approved, are complied with in the facility installation;

3. If the City of Diamondhead Building Department or other authorized representative of the Mayor and City Council approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with installation; if the drawings, sketches, and plans are not approved, he or she shall promptly notify the Applicant, and advise it of the reason or reasons. He or she will also act as the duly appointed representative of the Mayor and City Council and will give his approval to the completed work as being in compliance with the location and standards for installation.
4. Should any term or provision of this application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant of the City any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

Name: _____ Title: _____
(Signature of Applicant)

Name: _____ Title: _____
(Signature of Notary Public)

WITNESS the signature of the Applicant this the _____ day of _____, 20____.

PERMIT APPROVAL

Fees to be paid by Applicant:

Initial/Base Permit Filing Fee:

\$ _____

(a) Openings or excavations up to 100 feet - \$200.00; and

(b) Openings or excavations over 100 feet - \$2.00 per foot for every foot over 100 feet plus \$100.00.

Street/Right-of-Way Temporary Closure Fee:

\$ _____

In addition to any other fees required under this Article, permits requiring the temporary closure of any portion of the City's streets or rights-of-way shall be subject to the following fees:

Length of Closure	Application	Inspection
3 days or less	\$15.00	\$0.00
4 days through 10 days	\$15.00	\$10.00
11 days through 20 days	\$15.00	\$20.00
21 days through 30 days	\$15.00	\$30.00
31 days through 45 days	\$15.00	\$45.00
46 days through 90 days	\$15.00	\$50.00*

*plus \$1.00/day

Closures in excess of ninety (90) days are prohibited.

Total Fees: \$ _____

Date Paid _____

Bond Requirements:

Every person obtaining a permit shall at the time of receiving the same, make, execute and deliver to the permitting division of the City's Code Office or any authorized representative, a good and sufficient bond, to cover the costs of replacing permanent pavement and any improvements, payable to the City with a surety company doing business in the state as surety thereon, in such amount as the Code Enforcer or his or her designee may require, not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00).

Bond Amount Required: \$ _____

Date Bond Received: _____

Date Bond Expires: _____

Following the process, the Permit for the installation or adjustment of the Utility applied for above is granted pending receipt of fees and bonds.

Approved this the _____ day of _____, 20____.

Building Department
City of Diamondhead, Mississippi

**APPLICANT WILL COMPLETE THE FOLLOWING AND RETURN TO THE CITY
OF DIAMONDHEAD BUILDING DEPARTMENT**

This Permit Application for the Construction, Repair, or Adjustment of a Utility, we
are hereby notifying you that all work along and

across _____ for Permit
(Name of Street)

No. _____ submitted _____, has
(Date)

been completed to comply with the Standards for the City of Diamondhead as stated in the Permit.

Date Completed: _____

Utility Name: _____

Representative: _____

CITY OF DIAMONDHEAD BUILDING DEPARTMENT WILL COMPLETE THE FOLLOWING:

The City of Diamondhead Building Department or a duly authorized representative has
inspected the work completed on _____ as described in
(Name of Street)

Permit No. _____ submitted _____ and finds that
(Date)

the work: ☐ Does ☐ Does not comply with City of Diamondhead Standards for installation.

Inspected By: _____

Date Inspected: _____

City Representative: _____

RESOLUTION AUTHORIZING THE CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE "CITY"), TO ACQUIRE, BY ACCEPTANCE OF DONATION BY LINELE M. BARROW, STEPHEN AND STACY KULIKOWSKI, AND DIAMONDHEAD COUNTRY CLUB AND PROPERTY OWNERS ASSOCIATION, INC., EASEMENTS LOCATED WITHIN THE CITY FOR DRAINAGE AND UTILITY PURPOSES

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

1. The City is in need of acquiring certain easements for drainage and utility purposes that are currently owned by individual property owners.
2. The City is authorized to acquire property pursuant to Miss. Code Ann. §21-17-1.
3. Linele M. Barrow, Stephen and Stacy Kulikowski, and Diamondhead County Club and Property Owners Association, Inc. have all expressed a willingness to convey by donation the easements legally described in the Right of Entry and Permanent Drainage/Utility Easements attached hereto as collectively Exhibit "A" to this resolution.
4. The City is willing to accept the donation of the aforementioned easements.

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

SECTION 1. That the Governing Body of the City will accept the donation of the aforementioned easements as it is necessary for the public good.

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition of the aforementioned easements, for the City Manager to execute any necessary documentation to effectuate the acquisition of the subject easements and to execute the documents on behalf of the City attached collectively hereto as Exhibit "A."

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

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Harwood	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Liese	_____	_____	_____

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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

Grantor:
Stephen and Stacy Kulikowski
9063 Road 232
Kiln, MS 39466
(228) 216-7828

Grantee:
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
(228) 222-4626

Prepared by and Return to:
Derek R. Cusick, Esq.
Cusick & Williams, PLLC
Post Office Box 4008
Gulfport, MS 39502
(228) 324-2652

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

INDEXING INSTRUCTIONS:

**Part of Lot 63, Block 3,
Diamondhead Unit 10, Phase 2,
Diamondhead, Hancock County,
Mississippi**

TITLE NOT EXAMINED

RIGHT OF ENTRY AND PERMANENT DRAINAGE/UTILITY EASEMENTS

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, STEPHEN AND STACY KULIKOWSKI, the owners of the property listed above, hereby grant a Right of Entry and a Permanent

Drainage/Utility Easements to CITY OF DIAMONDHEAD, MISSISSIPPI from the public right of way to the drainage/utility easements located on this property for maintenance of said drainage/utility easements. The Permanent Drainage/Utility Easements shall be described as follows:

See attached survey and legal description thereto incorporated herein by reference as Exhibit "A".

We also hereby further grant a Right of Entry for the property to CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for the construction and maintenance of said easements.

We hereby further agree not to construct, plant or place anything within the Permanent Drainage/utility Easements that will interfere with the CITY OF DIAMONDHEAD, MISSISSIPPI'S subservient rights. This Permanent Drainage/Utility Easements shall be limited to and for the exclusive use of CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for its drainage and utility needs.

We hereby further agree to hold harmless CITY OF DIAMONDHEAD, MISSISSIPPI, along with its project engineers, project administrators and all other employees, agents, servants, successors and assigns of the CITY OF DIAMONDHEAD, MISSISSIPPI, for any and all claims, demands, suits and losses of any nature whatsoever which may result from or be claimed to have resulted from the construction and maintenance of the drainage easements including, but not limited to, personal injury, death, damage to buildings, fixtures and appurtenances, as well as hidden damage to property including trees, shrubs, sod, bushes or any vegetation, lost wages, attorney's fees and any other loss or damage whatsoever.

It is further acknowledged that the drafter of this instrument performed no title search prior to preparing this instrument.

WITNESS my signature on this the ____ day of _____, 2026.

STEPHEN KULIKOWSKI

STACY KULIKOWSKI

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named _____ and _____ who acknowledged that they signed, executed, and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of the office this the ____ day of _____ 2026.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

Grantor:

Linele M. Barrow
838 Joe Yenni Blvd.
Unit 30
Kenner, LA 70065

Grantee:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
(228) 222-4626

Prepared by and Return to:

Derek R. Cusick, Esq.
Cusick & Williams, PLLC
Post Office Box 4008
Gulfport, MS 39502
(228) 324-2652

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

INDEXING INSTRUCTIONS:

**Part of Lot 64, Block 3,
Diamondhead Unit 10, Phase 2,
Diamondhead, Hancock County,
Mississippi**

TITLE NOT EXAMINED

RIGHT OF ENTRY AND PERMANENT DRAINAGE/UTILITY EASEMENTS

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, LINELE M. BARROW, the owner of the property listed above, hereby grants a Right of Entry and a Permanent Drainage/Utility Easements

WITNESS my signature on this the ____ day of _____, 2026.

LINELE M. BARROW

STATE OF _____

COUNTY/PARISH OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named _____, who acknowledged that she signed, executed, and delivered the above and foregoing instrument on the day and year therein set forth and mentioned having been first duly authorized to do so by the company.

GIVEN UNDER MY HAND, and official seal of the office this the ____ day of _____ 2026.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

to CITY OF DIAMONDHEAD, MISSISSIPPI from the public right of way to the drainage/utility easements located on this property for maintenance of said drainage/utility easements. The Permanent Drainage/Utility Easements shall be described as follows:

See attached survey and legal description thereto incorporated herein by reference as Exhibit "A".

We also hereby further grant a Right of Entry for the property to CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for the construction and maintenance of said easements.

We hereby further agree not to construct, plant or place anything within the Permanent Drainage/utility Easements that will interfere with the CITY OF DIAMONDHEAD, MISSISSIPPI'S subservient rights. This Permanent Drainage/Utility Easements shall be limited to and for the exclusive use of CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for its drainage and utility needs.

We hereby further agree to hold harmless CITY OF DIAMONDHEAD, MISSISSIPPI, along with its project engineers, project administrators and all other employees, agents, servants, successors and assigns of the CITY OF DIAMONDHEAD, MISSISSIPPI, for any and all claims, demands, suits and losses of any nature whatsoever which may result from or be claimed to have resulted from the construction and maintenance of the drainage easements including, but not limited to, personal injury, death, damage to buildings, fixtures and appurtenances, as well as hidden damage to property including trees, shrubs, sod, bushes or any vegetation, lost wages, attorneys= fees and any other loss or damage whatsoever.

It is further acknowledged that the drafter of this instrument performed no title search prior to preparing this instrument.

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
CUSICK & WILLIAMS, PLLC
Post Office Box 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

Part of Lot 65, Block 3, Diamondhead
Unit 10, Phase 2,
DIAMONDHEAD,
HANCOCK COUNTY, MISSISSIPPI

GRANTORS ADDRESS:
DIAMONDHEAD COUNTRY CLUB &
PROPERTY OWNERS ASSOCIATION, INC.
7610 COUNTRY CLUB CIRCLE
DIAMONDHEAD, MS 39525
(228) 255-1900

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

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

TITLE NOT EXAMINED

RIGHT OF ENTRY AND PERMANENT DRAINAGE/UTILITY EASEMENTS

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, DIAMONDHEAD COUNTRY CLUB & PROPERTY OWNERS ASSOCIATION, INC., the owner of the property listed above, hereby grant a Right of Entry and a Permanent Drainage/Utility Easements to CITY OF DIAMONDHEAD, MISSISSIPPI from the public right of way to the drainage/utility easements

located on this property for maintenance of said drainage/utility easements. The Permanent Drainage/Utility Easements shall be described as follows:

See attached survey and legal description thereto incorporated herein by reference as Exhibit "A".

We also hereby further grant a Right of Entry for the property to CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for the construction and maintenance of said easements.

We hereby further agree not to construct, plant or place anything within the Permanent Drainage/utility Easements that will interfere with the CITY OF DIAMONDHEAD, MISSISSIPPI'S subservient rights. This Permanent Drainage/Utility Easements shall be limited to and for the exclusive use of CITY OF DIAMONDHEAD, MISSISSIPPI, its agents or assigns, for its drainage and utility needs.

We hereby further agree to hold harmless CITY OF DIAMONDHEAD, MISSISSIPPI, along with its project engineers, project administrators and all other employees, agents, servants, successors and assigns of the CITY OF DIAMONDHEAD, MISSISSIPPI, for any and all claims, demands, suits and losses of any nature whatsoever which may result from or be claimed to have resulted from the construction and maintenance of the drainage easements including, but not limited to, personal injury, death, damage to buildings, fixtures and appurtenances, as well as hidden damage to property including trees, shrubs, sod, bushes or any vegetation, lost wages, attorney's fees and any other loss or damage whatsoever.

It is further acknowledged that the drafter of this instrument performed no title search prior to preparing this instrument.

WITNESS my signature on this the ____ day of _____, 2026.

**DIAMONDHEAD COUNTRY CLUB &
PROPERTY OWNERS ASSOCIATION, INC.**

BY:_____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that she is the President of the Board of the Diamondhead Country Club & Property Owners Association, Inc. and that she signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized by the Corporation to do so.

GIVEN UNDER MY HAND AND SEAL this the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

**PROPERTY DESCRIPTION
LOT 63 EASEMENT**

Being a 751 square feet tract of land situated in Lot 63, Block 3, Diamondhead Unit 10, Phase 2, as recorded in Plat Book 4, Page 60, Plat Records, Hancock County, Mississippi, and being a portion of that land conveyed to Stephen P. Kulikowski and Stacey P. Kulikowski as recorded in Deed Book 2016, Page 3618, Deed Records, Hancock County, Mississippi, as shown on survey by Paul D. Pitts, Jr., dated July 3, 2026, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 1.001060285 and a convergence angle of NEG 01 degrees 31 minutes 19.53 seconds as determined specifically for this project using GPS methods from a base station located at N300,836.365, E828,874.612 obtained from a USM Network, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 63, same being on the south right of way line of Apelehama Road, a 50 foot right of way, having Mississippi State Plane coordinates of N321,697.5804, E812,303.8152;

Thence, along the east line of said Lot 63, South 34 degrees 43 minutes 51 seconds West a distance of 103.48 feet, to a point for corner;

Thence, North 55 degrees 16 minutes 09 seconds West a distance of 5.00 feet, to a 1/2 inch iron rod set for the Point of Beginning of the herein described tract, having Mississippi State Plane coordinates of N321,615.3847 E812,240.7511;

Thence, South 34 degrees 43 minutes 51 seconds West a distance of 10.04 feet, to a 1/2 inch iron rod set for corner;

Thence, North 60 degrees 10 minutes 27 seconds West a distance of 48.53 feet, to a 1/2 inch iron rod set for corner;

Thence, North 44 degrees 35 minutes 35 seconds West a distance of 27.41 feet, to a 1/2 inch iron rod set for corner;

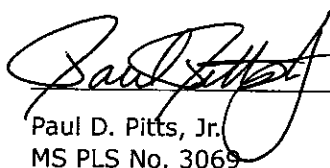
Thence, North 44 degrees 39 minutes 43 seconds East a distance of 10.00 feet, to a 1/2 inch iron rod set for corner;

Thence, South 44 degrees 35 minutes 35 seconds East a distance of 26.17 feet, to a 1/2 inch iron rod set for corner;

Thence, South 60 degrees 10 minutes 27 seconds East a distance of 48.02 feet, to the Point of Beginning and containing 751 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.


Paul D. Pitts, Jr.
MS PLS No. 3069



Page 40

**PROPERTY DESCRIPTION
LOT 64 EASEMENT**

Being a 736 square feet tract of land situated in Lot 64, Block 3, Diamondhead Unit 10, Phase 2, as recorded in Plat Book 4, Page 60, Plat Records, Hancock County, Mississippi, and being a portion of that land conveyed to Linele M Barrow as recorded in Deed Book 2020, Page 15307, Deed Records, Hancock County, Mississippi, as shown on survey by Paul D. Pitts, Jr., dated July 3, 2026, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 1.001060285 and a convergence angle of NEG 01 degrees 31 minutes 19.53 seconds as determined specifically for this project using GPS methods from a base station located at N300,836.365, E828,874.612 obtained from a USM Network, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 64, same being on the south right of way line of Apelehama Road, a 50 foot right of way, having Mississippi State Plane coordinates of N321,665.3537, E812,360.1679;

Thence, along the east line of said Lot 64, South 24 degrees 47 minutes 58 seconds West a distance of 102.70 feet, to a point for corner;

Thence, North 65 degrees 12 minutes 02 seconds West a distance of 5.00 feet, to a 1/2 inch iron rod set for the Point of Beginning of the herein described tract, having Mississippi State Plane coordinates of N321,574.2211 E812,312.5521;

Thence, South 24 degrees 47 minutes 58 seconds West a distance of 10.04 feet, to a 1/2 inch iron rod set for corner;

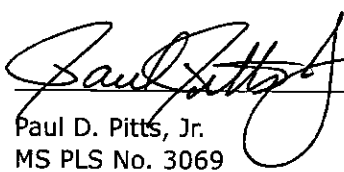
Thence, North 60 degrees 10 minutes 27 seconds West a distance of 74.46 feet, to a 1/2 inch iron rod set for corner;

Thence, North 34 degrees 43 minutes 51 seconds East a distance of 10.04 feet, to a 1/2 inch iron rod set for corner;

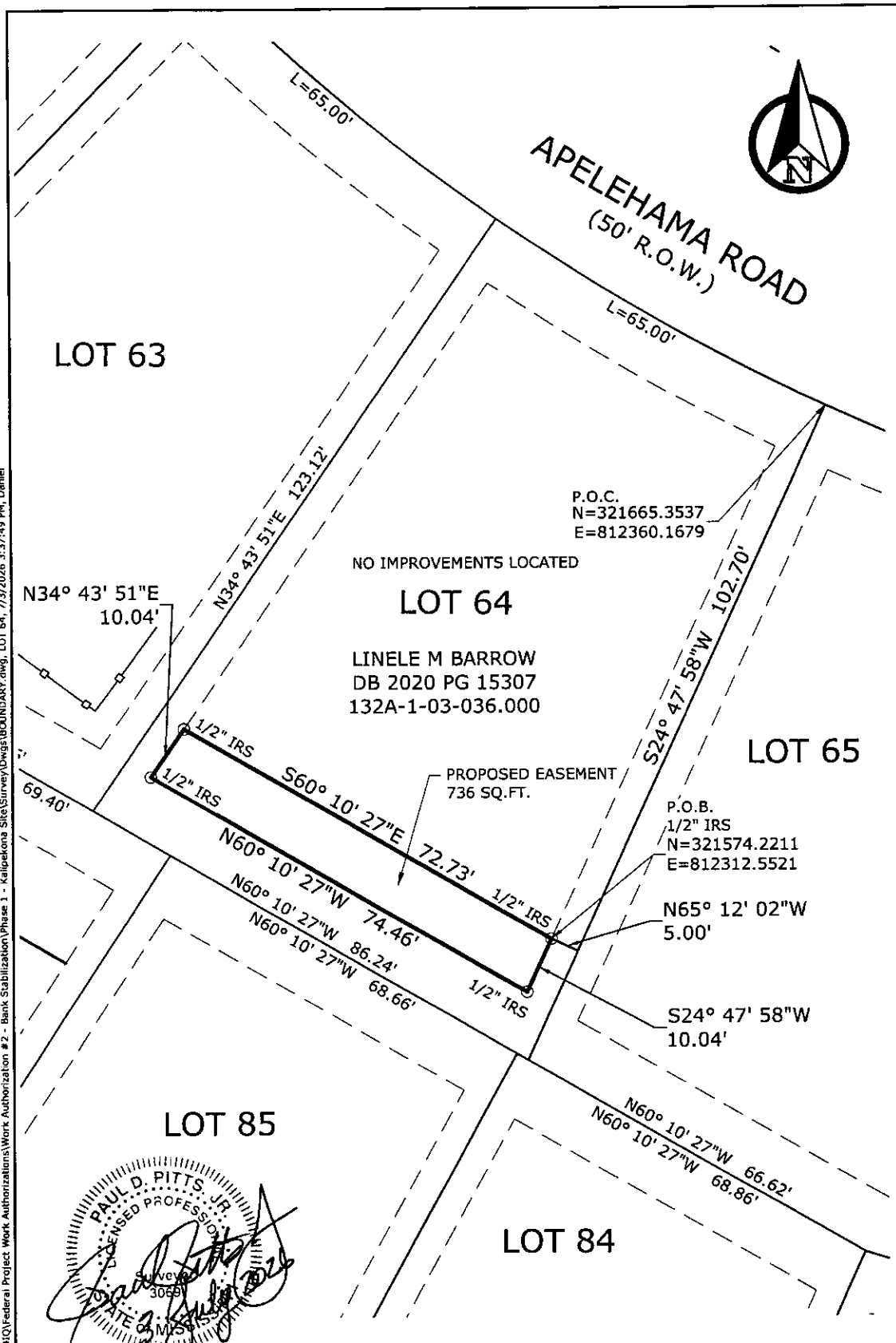
Thence, South 60 degrees 10 minutes 27 seconds East a distance of 72.73 feet, to the Point of Beginning and containing 736 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.


Paul D. Pitts, Jr.
MS PLS No. 3069





PREPARED BY: 228-396-0486 . WWW.CCELLC.US 2300 14th Street Gulfport, Mississippi 39501		PREPARED FOR: CITY OF DIAMONDHEAD		PROJ. NUMBER: 16175 WA 2
LOCATION: 132A-1-03-036.000		SCALE: 1" = 20'		DATE: AS NOTED
DESIGN: PDP		DRAWN: PDP		SHEET: LOT 64
TITLE: LOT 64 BLOCK 3, DIAMONDHEAD UNIT 10, PHASE II				

**PROPERTY DESCRIPTION
LOT 65 EASEMENT**

Item No.3.

Being a 669 square feet tract of land situated in Lot 65, Block 3, Diamondhead Unit 10, Phase 2, as recorded in Plat Book 4, Page 60, Plat Records, Hancock County, Mississippi, and being a portion of that land conveyed to Diamondhead Country Club and Property Owners Association as recorded in Deed Book 2023, Page 16068, Deed Records, Hancock County, Mississippi, as shown on survey by Paul D. Pitts, Jr., dated July 3, 2026, whose basis of bearings is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (2011 Epoch 2010.00), Geoid 18, grid values, using a scale factor of 1.001060285 and a convergence angle of NEG 01 degrees 31 minutes 19.53 seconds as determined specifically for this project using GPS methods from a base station located at N300,836.365, E828,874.612 obtained from a USM Network, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 65, same being on the south right of way line of Apelehama Road, a 50 foot right of way, having Mississippi State Plane coordinates of N321,645.0823, E812,414.8554;

Thence, along the east line of said Lot 65, South 15 degrees 52 minutes 45 seconds West a distance of 113.41 feet, to a point for corner;

Thence, North 74 degrees 07 minutes 15 seconds West a distance of 5.00 feet, to a 1/2 inch iron rod set for the Point of Beginning of the herein described tract, having Mississippi State Plane coordinates of N321,537.3719 E812,379.0175;

Thence, South 15 degrees 53 minutes 43 seconds West a distance of 10.00 feet, to a 1/2 inch iron rod set for corner;

Thence, North 72 degrees 54 minutes 13 seconds West a distance of 6.27 feet, to a 1/2 inch iron rod set for corner;

Thence, North 60 degrees 10 minutes 27 seconds West a distance of 61.36 feet, to a 1/2 inch iron rod set for corner;

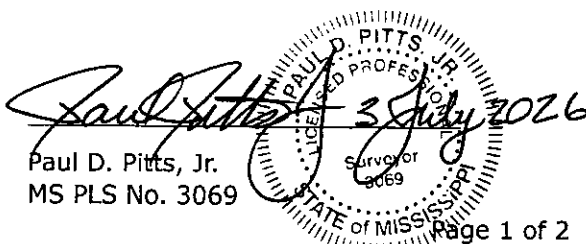
Thence, North 24 degrees 47 minutes 58 seconds East a distance of 10.04 feet, to a 1/2 inch iron rod set for corner;

Thence, South 60 degrees 10 minutes 27 seconds East a distance of 61.13 feet, to a 1/2 inch iron rod set for corner;

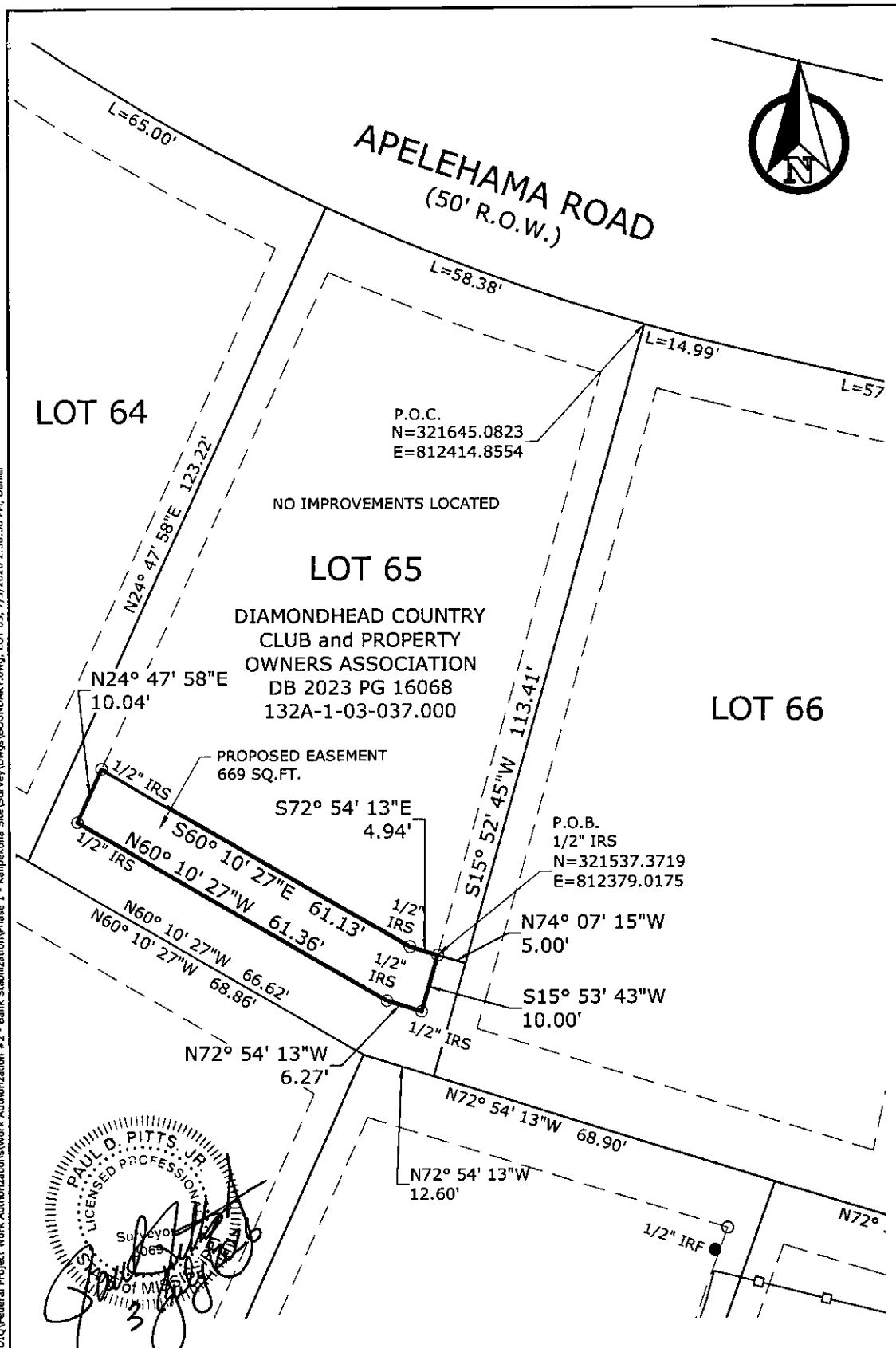
Thence, South 72 degrees 54 minutes 13 seconds East a distance of 4.94 feet, to the Point of Beginning and containing 669 square feet of land.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description and accompanying survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.


Paul D. Pitts, Jr.
MS PLS No. 3069

Page 1 of 2



PREPARED BY:		PREPARED FOR:	PROJ. NUMBER:
		CITY OF DIAMONDHEAD	16175 WA 2
228-396-0486 . WWW.CCELLC.US 2300 14th Street Gulfport, Mississippi 39501		LOCATION:	SCALE:
		132A-1-03-037.000	1" = 20'
		DESIGN:	DATE:
		PDP	AS NOTED
		DRAWN:	SHEET:
		PDP	LOT 65
TITLE:			
LOT 65 BLOCK 3, DIAMONDHEAD UNIT 10, PHASE II			

**RESOLUTION OF THE DIAMONDHEAD CITY COUNCIL ESTABLISHING SALARY
FOR ALL POLICE DEPARTMENT EMPLOYEES OF THE CITY OF
DIAMONDHEAD, MISSISSIPPI EFFECTIVE SEPTEMBER 1, 2026.**

WHEREAS, the City Council is entrusted with the authority to budget annually for the salaries and hourly rates of compensation for City employees where in its official record of action shall such salaries be recorded; and

WHEREAS, the City Council establishes salaries and hourly rates of compensation for employees of the City of Diamondhead; and

WHEREAS, City Council does hereby establish and resolves to incorporate into its official record of action FY26 salaries for specified positions and those employees of the City as follows:

Department	Position	Salary
Police	Assistant Chief/Investigator	\$ 62,400.00
Police	Police Clerk	\$ 37,440.00
Police	Investigator	\$ 58,240.00
Police	Investigator	\$ 58,240.00
Police	Sergeant	\$ 58,968.00
Police	Sergeant	\$ 58,968.00
Police	Sergeant	\$ 58,968.00
Police	Sergeant	\$ 58,968.00
Police	Patrol	\$ 54,600.00
Police	Patrol	\$ 54,600.00
Police	Patrol	\$ 54,600.00
Police	Patrol	\$ 54,600.00
Police	Part-Time	\$ 26,000.00
Police	Part-Time	\$ 26,000.00
Police	Part-Time	\$ 26,000.00
Police	Part-Time	\$ 26,000.00

WHEREAS THE GOVERNING BODY OF THE CITY, does hereby establish and resolve to incorporate into its official record of action FY26 salaries and hourly rates for employees of the City of Diamondhead effective September 1, 2026.

I hereby certify that the above and forgoing Resolution was adopted in the affirmative by the following vote of the Council of the City of Diamondhead on the _____ day of _____, 2026.

	Aye	Nay	Absent
Mayor Liese	_____	_____	_____
Councilmember Maher	_____	_____	_____
Councilmember Finley	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Harwood	_____	_____	_____
Councilmember Clark	_____	_____	_____

ATTEST: _____
JEANNIE KLEIN, CITY CLERK

APPROVED: _____
ANNA LIESE, MAYOR

seal

ESC
Rev. 08/28/94 (Base)
Rev. 01/09/26 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Diamondhead Wayfinding Study
STP-0045-00(033)LPA 108875-711000
Hancock County

This CONTRACT, is made and entered into by and between the *City of Diamondhead*, a body Politic of the State of Mississippi (the "LPA"), and, *Covington Civil and Environmental* (the "CONSULTANT"), a/an *LLC*, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *2300 14th Street, Gulfport, MS 39501*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *providing preliminary engineers services for a wayfinding study, to recommend the placement of identification sign, directional signs, orientation signs, regulatory signs, and informational signs*, as provided for in *STP-004-00(033)LPA 108875-711000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **June 30, 2027**, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, 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 LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, 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.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports *{NOTE: This section may change relative to the size of the contract}*

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. As documentation of prompt payment, the CONSULTANT shall submit the OCR-484-LPA form, found on MDOT's website, for each monthly billing period to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA 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 CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, 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 CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'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 CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, 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 LPA.

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

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT 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 CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Hancock** County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Hancock** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all 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 CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18 (as amended) regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended).
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), 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 CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this

CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT 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 CONSULTANT 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 LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- 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 CONSULTANT shall have the right to resume work. If the LPA 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 CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Jeannie Klein
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Phone: 228-222-4626
Fax: 228-222-4390
jklein@diamondhead.ms.gov

For Technical Matters:

Jon McCraw
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
Phone: 228-222-4626
Fax: 228-222-4390
jmccraw@diamondhead.ms.gov

CONSULTANT:

For Contractual Matters:

Benjamine Benvenutti, P.E.
Covington Civil and Environmental
2300 14th Street
Gulfport, MS 39501
Phone: 228-396-0486
Fax: 228-396-0487
ben@ccellc.us

For Technical Matters:

Sarah McLellan, P.E.
Covington Civil and Environmental
2300 14th Street
Gulfport, MS 39501
Phone: 228-396-0486
Fax: 228-396-0487
sarah@ccellc.us

Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers and Surveyors:

P.E. # 20740

Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers and Surveyors:

P.E. # 32886

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

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

City of Diamondhead

Jon McCraw, City Manager

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

Covington Civil & Environmental

ATTEST:

Sal Moken

Benjamin Benvenuti, P.E., Principal

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EFV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

SCOPE OF WORK

GENERAL REQUIREMENTS

This CONSULTANT shall provide all necessary professional services required to complete the Citywide Wayfinding Masterplan in the City of Diamondhead. The project location for these services includes **the entire City of Diamondhead** in Hancock County. The CONSULTANT shall prepare all maps and reporting as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of the report for review, shall be documented. Also, the target dates for the future milestones should be included.

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

The CONSULTANT shall comply with the current version of the following publications:

Roadway Design

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;
5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT Traffic Engineerings *Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO'S *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadside Design Guide*;
12. AASHTO *Highway Safety Manual (HSM)*;
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. *Manual on Uniform Traffic Control Devices (MUTCD)*; and
17. Any other publications listed in Exhibit 8, or as instructed by MDOT.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection

reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

WAYFINDING STUDY

The CONSULTANT shall create a Citywide Wayfinding Masterplan in the City of Diamondhead. The scope includes the following:

- A. Establish a consistent, attractive signage branding for Diamondhead
- B. Create a cohesive and functional palette of wayfinding tools
- C. Orchestrating the movement of visitors and residents through prescribed routes of travel
- D. Implementing all of the above in a prioritized, strategic manner

Key Components of the final Wayfinding Plan:

- E. Existing conditions summary
- F. Logo placement standards
- G. Color palette
- H. Font standards
- I. Icon/Pictogram standards
- J. Final signage family with types and dimension details for each
- K. Signage locations by type and priority level
- L. Material specifications
- M. Sign schedule (by phase if desired)
- N. Estimated cost for individual signs and plan-side implementation

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of the LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$73,417.10 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

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

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

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

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

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be **\$7,838.52**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$73,417.10** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$65,320.98	\$257.60	\$7,838.52	0.00	\$73,417.10

EXHIBIT 4
SAMPLE CSU-001 – COST PLUS FIXED FEE

LPA-CSU-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

REV 4/01/2016

Date Processed January 0, 1900

Vendor Number

3100000000

MDOT Project Number

0

P.O. No. 3941

Invoice Number :

0

Project No.

County

0

Sheet No.

1

In Account With

0

Address

0

Contract Number:

CS 000000

Surety

Est. No.

0

0

Period

January 0, 1900

THRU

January 0, 1900

Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date			
Total Participating Cost	000001	00000	0	0	0	0	0.00	0.00	0.00			
Total							0.00	0.00	0.00			
Total All Work Due							0.00	0.00	0.00			
Total Net Work Due							0.00	0.00	0.00			
Quantities Checked					Contract Not To Exceed Amount		AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)					
Original Signed					\$0.00							
C00000000					NTP Date							
LPA Official					January 0, 1900							
Approved By					Termination Date							
Consultant Services Unit Engineer - Scot Ehrgott, P.E.					January 0, 1900							
% Matching Funds Deduction for LPA	001	00000	0	0	0	0	0.00	0.00	0.00			
	0.00000%											
TOTAL Net Amount Owed to the LPA							0.00	0.00	0.00			
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT												

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY

ADDRESS

CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000.00-000-00
 County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964**

**COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION
ACT, and WORKER VISIBILITY**

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

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, 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 CONTRACT.

2. Nondiscrimination: The CONSULTANT, 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 subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS 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 or subconsultant 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 CONSULTANT shall report all suspected or reported violations to the LPA.

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 \$100,000 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 work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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: Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 (as amended) in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this contract which may result in the termination of this contract or such other remedies as the LPA 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 6

**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 CONTRACT 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 enunciated 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 CONTRACT.
- (2) The CONSULTANT 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 CONTRACT, 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 CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT 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 CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, 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 CONSULTANT) 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, 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 7th day of July, 2020

Covington Civil & Environmental

[Signature]

Benjamin Benvenuti, P.E., Principal

ATTEST: *[Signature]*

My Commission Expires: 10/3/22

[Signature]
Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20____.

City of Diamondhead

Jon McCraw, City Manager



228.222.4626

228.222.4390

 5000 Diamondhead Circle · Diamondhead, MS 39525-3260
www.diamondhead.ms.gov

July 13, 2026

Stacey Riley, CEO
 Gulf Coast Center for Nonviolence
 P.O. Box 333
 Biloxi, Mississippi 39533

RE: Letter of Commitment - OVW FY 2026 Justice for Families Program

Dear Stacey:

The Diamondhead Municipal Court is pleased to provide this Letter of Commitment in support of the Gulf Coast Center for Nonviolence's (GCCFN) application for funding under the Office on Violence Against Women (OVW) FY 2026 Justice for Families Program. The Diamondhead Municipal Court recognizes the significant impact that domestic violence, dating violence, sexual assault, stalking, child abuse, and related crimes have on victims, children, families, and the community. The Court further recognizes that meaningful collaboration among courts, victim service providers, legal advocates, supervised visitation providers, culturally specific organizations, and offender intervention programs is essential to improving safety and access to justice for survivors and their children.

The Court understands that GCCFN is leading a collaborative project designed to strengthen court and community responses to family violence, improve access to civil legal assistance and advocacy services, enhance offender accountability, expand supervised visitation and safe exchange services, and increase access to culturally responsive services for underserved populations throughout the Mississippi Gulf Coast region. The Court fully supports the goals and objectives of this project.

If funding is awarded, the Diamondhead Municipal Court commits to serving as an active project partner and agrees to contribute the following resources and activities throughout the project period:

- Authorize and support the participation of the Municipal Court in the OVW FY 2026 Justice for Families Project.
- Designate judges, court administrators, clerks, and other appropriate personnel to participate in project meetings, collaborative planning, protocol development, policy review, training, and systems improvement activities.
- Support implementation of referral pathways between the Municipal Court and the Gulf Coast Center for Nonviolence, Boat People SOS, Alternative Sentencing and Probation (ASAP), the Northcutt Legal Clinic, and other project partners to improve access to victim advocacy, legal services, and other supportive resources.



228.222.4626

228.222.4390

5000 Diamondhead Circle · Diamondhead, MS 39525-3260

www.diamondhead.ms.gov

- Facilitate participation of Municipal Court personnel in High-Risk Team meetings and multidisciplinary coordination activities, when appropriate.
- Promote court-based victim advocacy, legal advocacy referrals, and offender accountability efforts that improve victim safety and access to justice.
- Participate in specialized training related to domestic violence, dating violence, sexual assault, stalking, child abuse, trauma-informed court practices, lethality and risk assessment, culturally responsive services, and the needs of underserved populations.
- Participate in reviewing court procedures, practices, and protocols to identify opportunities to improve victim safety, offender accountability, access to justice, and court responsiveness in family violence cases.
- Promote awareness among court personnel regarding available victim services, culturally specific services, legal advocacy resources, and community-based support available through project partners.
- Support the collection and sharing of aggregate, non-confidential information necessary for project evaluation and performance reporting, consistent with applicable laws, court rules, and confidentiality protections.

The Diamondhead Municipal Court has participated in discussions regarding the proposed project, understands the roles and responsibilities of the project partners as outlined in the Justice for Families Memorandum of Understanding, and agrees to participate in good faith in implementing project activities. Although formal execution of the Memorandum of Understanding requires approval through municipal processes that cannot be completed within the grant application timeframe, the Court affirms its commitment to fulfilling the responsibilities identified for participating municipal courts if funding is awarded and will execute the Memorandum of Understanding upon receipt of the necessary local approvals.

Because execution of a formal Memorandum of Understanding requires approval through municipal processes that cannot be completed within the grant application timeframe, the Diamondhead Municipal Court submits this Letter of Commitment in accordance with OVW Justice for Families Program requirements and confirms its intent to participate fully in the proposed project if funding is awarded.

The Diamondhead Municipal Court values its partnership with GCCFN and the other members of the Justice for Families Collaborative and looks forward to continuing our shared efforts to improve outcomes for victims, children, and families throughout the Mississippi Gulf Coast.

Sincerely,

The Honorable Hayes Johnson
Diamondhead Municipal Court

Eley Guild Hardy Architects PA
 1091 Tommy Munro Drive
 Biloxi, MS 39532
 228-594-2323

Invoice

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

Invoice Number: 26-217M-1

Invoice Date: 7/10/2026

Project: Fee Proposal for Cost Estimating for the Diamondhead Community Center

Billing Through: 6/30/2026

Lump Sum Fee: \$ 3,400.00

Description	Architectural Fee	% of Total Fee	Percent Complete	Fee Earned	Prior Billings	Current Fee
Design Consultation	\$ 3,400.00	100%	100%	\$ 3,400.00	\$ -	\$ 3,400.00
TOTAL	\$ 3,400.00	100%		\$ 3,400.00	\$ -	\$ 3,400.00

Total Amount Due \$ 3,400.00


 Daniel S. Hamburg, AIA

Section 1
General Description of the Project

Flood Mitigation Assistance FY2024

Diamondhead

**FMA FY2024 Capability and Capacity Building Grant Proposal
Coon Branch LFRR Scoping Project**

Applicant Information

Applicant Organization:	City of Diamondhead, Mississippi
Mailing Address:	5000 Diamondhead Circle, Diamondhead, MS 39525
Primary Contact Name & Title:	Jon McCraw, City Manager 228-222-5120 . jmcclaw@diamondhead.ms.gov
Project Name:	City of Diamondhead Coon Branch LFRR Scoping Project

Description

The City of Diamondhead proposes to undertake a Localized Flood Risk Reduction (LFRR) Scoping Project to advance the development of drainage improvements within the Coon Branch drainage corridor. The project area experiences recurring flooding due to limited stormwater conveyance capacity and drainage deficiencies that affect surrounding residential neighborhoods, public roadways, municipal infrastructure, and NFIP-insured properties.

The proposed scoping effort will focus on approximately 5,500 linear feet of the Coon Branch drainage channel and the interconnected drainage system that contributes runoff to the corridor. Building upon the City's preliminary concept, the project will evaluate existing hydraulic conditions, verify drainage deficiencies, identify flood-prone structures, and develop the engineering and technical documentation necessary to refine and support implementation of the proposed drainage channel improvements.

The scope of the scoping project will include collection and evaluation of existing data, field verification, hydrologic and hydraulic analyses, assessment of existing drainage infrastructure, evaluation of mitigation alternatives, conceptual engineering, planning-level cost estimating, environmental and permitting considerations, and identification of Repetitive Loss (RL), Severe Repetitive Loss (SRL), and other NFIP-insured properties expected to benefit from the proposed improvements.

Upon completion, the City will possess a comprehensive, FEMA-ready project

Section 2 Flood Mitigation Impacts & Community Benefits

Cost Estimate

<u>Task</u>	<u>Description</u>	<u>Cost</u>
Existing Conditions Assessment & Data Collection	Review of Existing Studies, Mapping, GIS Data to establish baseline	\$18,000
RL/SRL Inventory Development & NFIP Analysis	Identify and Evaluate RL, SRL, NFIP- Insured Properties	\$25,000
Surveying & GIS Mapping	Document existing infrastructure to support engineering analyses	\$35,000
Hydrologic & Hydraulic Modeling	Evaluate existing drainage system performance	\$60,000
Mitigation Alternatives Analysis	Evaluate LFRR alternatives to identify preferred strategy	\$35,000
Preliminary Engineering & Planning-Level Cost Estimating	Engineering Layouts and cost estimates to support future project implementation	\$30,000
BCA Support, Environmental Review & Future Grant Dev.	Develop supporting documentation for future BCA	\$25,000
Final Scoping Report & Implementation Roadmap	Final Scoping Report documenting findings	\$12,625
Grant Management (SRMC)	Grant Administration, Financial Mgmt, Reporting, Documentation, and Grant Closeout	\$9,375
TOTAL SCOPING PROJECT REQUEST		\$250,000
Federal Share (75%)		\$187,500
Non-Federal Share(25%)		\$62,500

Section 3

Scope of Work and Cost Estimate

Scope of Work Cont'd...

Task 7 – BCA Support, Environmental Review & Future FEMA Implementation Grant Development

Supporting documentation will be developed to facilitate future FEMA implementation funding. Activities will include compiling information necessary for future Benefit-Cost Analysis (BCA) development, identifying Environmental and Historic Preservation (EHP) considerations, evaluating permitting requirements, and assembling technical documentation to support a future FEMA implementation grant application.

Task 8 – Final Scoping Report & Implementation Roadmap

A comprehensive Final Scoping Report will be prepared documenting project findings, engineering analyses, evaluated alternatives, conceptual engineering, planning-level cost estimates, and implementation recommendations. The report will provide the City with a FEMA-ready roadmap for advancing the recommended mitigation project toward final design and future implementation funding.

Deliverables

1. Project Management Plan and Coordination Documentation
2. Existing Conditions Assessment Report
3. Field Investigation and Data Collection Summary
4. Hydrologic and Hydraulic (H&H) Analysis
5. Flood Risk Assessment, including identification of Repetitive Loss (RL), Severe Repetitive Loss (SRL), and other NFIP-insured properties
6. Drainage Deficiency Evaluation
7. Mitigation Alternative Analysis
8. Recommended Localized Flood Risk Reduction (LFRR) Strategy
9. Conceptual Engineering Plans and Preliminary Project Layouts
10. Planning-Level Opinion of Probable Construction Cost
11. Environmental and Regulatory Review Summary
12. Implementation Strategy and Future Project Development Roadmap
13. Comprehensive Final Scoping Report

to support a future Localized Flood Risk Reduction

Section 3

Scope of Work and Cost Estimate

Section 3

Scope of Work and Cost Estimate

Scope of Work

The City of Diamondhead proposes to complete a Localized Flood Risk Reduction (LFRR) Scoping Project for the Coon Branch drainage corridor. The project will evaluate existing flooding conditions, identify technically feasible mitigation alternatives, and develop the planning and engineering documentation necessary to support a future FEMA implementation project.

Task 1 – Existing Conditions Assessment & Data Collection

The project team will compile and review existing drainage studies, mapping, topographic information, GIS data, available survey information, flood history, and drainage infrastructure information. Conduct field reconnaissance to document existing channel conditions, drainage structures, and areas experiencing recurring flooding.

Task 2 – Repetitive Loss(RL), Severe Repetitive Loss (SRL) Inventory Development and NFIP Analysis

The project team will identify and evaluate Repetitive Loss (RL), Severe Repetitive Loss (SRL), and other NFIP-insured properties located within or adjacent to the project area. This analysis will be used to evaluate existing flood risk and support the development and prioritization of future mitigation alternatives.

Task 3 – Surveying & GIS Mapping

Surveying and GIS mapping activities will be completed to develop accurate existing conditions mapping of the project area. Survey information will be used to verify drainage infrastructure, define channel geometry, document existing drainage features, and support engineering analyses and project development.

Task 4 – Hydrologic & Hydraulic Analysis

Perform hydrologic and hydraulic analyses to evaluate existing stormwater conveyance conditions and quantify drainage system performance during various rainfall events. The analyses will identify capacity limitations and provide the technical basis for evaluating mitigation alternatives.

Task 5 – Mitigation Alternatives Analysis

Develop and evaluate feasible localized flood risk reduction alternatives for the Coon Branch drainage corridor. Alternatives may include drainage channel improvements, stormwater conveyance enhancements, culvert improvements, channel stabilization measures, or other flood mitigation strategies. Alternatives will be evaluated based on effectiveness, constructability, environmental considerations, and planning-level costs.

Task 6 – Preliminary Engineering & Planning-Level Cost Estimating

Conceptual engineering documents will be prepared for the preferred mitigation alternative, including preliminary layouts, planning-level quantities, and an opinion of probable construction cost. This task will further refine the proposed Coon Branch Drainage Channel Improvements project and support future implementation planning.

Flood Risk Being Addressed

The proposed scoping project focuses on evaluating the recurring flood risk within the Coon Branch drainage corridor, where inadequate stormwater conveyance contributes to roadway flooding, localized ponding, and increased flood risk to residential neighborhoods, public infrastructure, and NFIP-insured properties during moderate to severe rainfall events.

Populations Benefitted

The proposed scoping project will benefit residents, property owners, businesses, and the traveling public located within and adjacent to the Coon Branch drainage corridor in the City of Diamondhead. The project area includes established residential neighborhoods served by the Coon Branch drainage system that experience recurring localized flooding during moderate to severe rainfall events.

Historical Flooding Issues

The Coon Branch drainage corridor has experienced recurring localized flooding for many years due to drainage deficiencies and limited stormwater conveyance capacity. During moderate to severe rainfall events, runoff exceeds the capacity of portions of the existing drainage system, resulting in roadway flooding, stormwater ponding, and impacts to adjacent residential areas and public infrastructure.

The City of Diamondhead has identified recurring flooding along and near Kahana Street, Muolea Court, Ana Hula Street, Koloa Street, Ala Moana, Polo Court, Anahola, Hana Street, Kapalama Drive, and other locations served by the Coon Branch drainage system. These recurring flooding conditions have demonstrated the need for a comprehensive evaluation of the drainage corridor to identify hydraulic constraints and develop sustainable flood mitigation solutions.



228.222.4626

228.222.4390

5000 Diamondhead Circle · Diamondhead, MS 39525-3260

www.diamondhead.ms.gov

Mississippi Emergency Management Agency (MEMA)
C/o Jana Henderson
Director of Mitigation
P.O. Box 5644
Pearl, MS 39288

RE: Funding Commitment – FY2024 FMA Capability and Capacity Building (C&CB) Localized Flood Risk Reduction (LFRR) Scoping Project

Dear Ms. Henderson,

The City of Diamondhead respectfully submits this letter to confirm its commitment to provide the required non-federal cost share in support of its Fiscal Year 2024 Flood Mitigation Assistance (FMA) Capability and Capacity Building (C&CB) Localized Flood Risk Reduction (LFRR) Scoping Project application focused on the Coon Branch drainage corridor.

The proposed project has a total estimated cost of \$250,000.00, consisting of a Federal Share of \$187,500.00 (75%) and a required Non-Federal Share of \$62,500.00 (25%).

The City of Diamondhead hereby commits to providing the required \$62,500.00 non-federal cost share necessary to complete the proposed project. The required match will be provided through eligible local funding sources and will be made available upon project award in accordance with all applicable FEMA, MEMA, and federal grant requirements.

The City further commits to administering and completing the project in compliance with all applicable federal regulations, grant conditions, procurement requirements, and program guidance. The City understands its responsibilities as the Subapplicant and is committed to successfully completing the proposed scoping project within the approved Period of Performance.

If awarded, the City will work closely with the Mississippi Emergency Management Agency (MEMA), FEMA, and its qualified engineering and grant management consultants to complete the project and develop an implementation-ready localized flood risk reduction strategy for the Coon Branch drainage corridor.

Should you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Jon McCraw
City Manager, Diamondhead
jmccraw@diamondhead.ms.gov

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

07/10/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Diamondhead

* b. Employer/Taxpayer Identification Number (EIN/TIN):

45-4475966

* c. Organizational DUNS:

d. Address:

* Street1:

5000 Diamondhead Circle

Street2:

* City:

Diamondhead

County/Parish:

* State:

Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39525

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Erica

Middle Name:

* Last Name:

Bennett

Suffix:

Title:

Client Manager

Organizational Affiliation:

Rostan Solutions, LLC

* Telephone Number:

225-316-2938

Fax Number:

* Email:

Ebennett@rostan.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

City of Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Emergency Management Agency (FEMA)

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

DHS-24-MT-029-000-98

* Title:

FY 2024 Flood Mitigation Assistance (FMA)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

City of Diamondhead Coon Branch LFRR Scoping Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant MS-004	* b. Program/Project MS-004
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 10/01/2027	* b. End Date: 10/01/2029
18. Estimated Funding (\$):	
* a. Federal	\$ 187,500.00
* b. Applicant	\$ 62,500.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	\$ 250,000.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on	
☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☐ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	* First Name: Jon
Middle Name:	
* Last Name: McCraw	
Suffix:	
* Title: City Manager	
* Telephone Number: 228-222-5120	Fax Number:
* Email: jmccraw@diamondhead.ms.gov	
* Signature of Authorized Representative:	* Date Signed: 07/10/2026

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Diamondhead	DATE SUBMITTED 07/10/2026

Standard Form 424B (Rev. 7-97) Back



HMA FMA APPLICATION CERTIFICATION AND AUTHORIZATION

Hazard Mitigation Grant # To be Assigned (TBA)

Funding Opportunity # DHS-24-MT-029-000-98

Hazard Mitigation Assistance Title: Flood Mitigation Assistance (FMA)

The undersigned does hereby submit this FMA application for financial assistance and certifies that the applicant will fulfill all grant requirements. The undersigned also commits to provide the cash or in-kind match identified in our grant application.

*Signature: _____ Date: _____

Title: _____

*Must be signed by Chief Executive Officer or by other official authorized to execute agreements on behalf of the applicant.



July 14, 2026

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

Re: Bids for Sale of Surplus Real Property

Sealed bids were received for the sale of surplus real property as follows:

Parcel 1: Parcel No. 067N-1-35-047.000 Lot 88 Glen Eagle at Diamondhead Phase 1. Minimum bid \$39,000.00.
\$39,000.00 Sole bid received from Lloyd and Kristy Nicaud

Parcel 2: Parcel No. 067F2-26-107.000 Lot B, Block 9, Unit 4A, Diamondhead Phase 2. Minimum bid \$75,000.00.
No Bid Received

Parcel 3: Parcel No. 067H-2-25-014.000 Lot 24, Block 4, Unit 7, Diamondhead Phase 2. Minimum bid \$6,750.00.
Deed restriction requires property to be maintained as green space; development not allowed. **\$6,801.00 Sole bid received from Jacob Epperly**

Parcel 4: Parcel No. 067F-1-26-112.000 Lot 8, Block 1, Unit 4, Diamondhead Phase 1. Minimum bid \$6,750.00.
Deed restriction requires property to be maintained as green space; development not allowed.
\$1,688.00 Sole Bid received from Crystal Steube *Does not meet minimum bid requirement set by the City; bidder obtained and included with proposal a Hancock County Property Record Card reflecting an assessed value adjustment by the Hancock County Tax Assessor from \$6,750.00 to \$1,688.00 for the greenspace, drainage, and development not allowed restriction.

This sale of real property would return these parcels to the tax rolls and provide additional ad valorem tax for the City. Each successful bidder will have 90 days from notice of award to close and assume any closing costs. If you are inclined to accept and award Parcel No. 1 to Lloyd and Kristy Nicaud in the amount of \$39,000.00, Parcel No. 3 to Jacob Epperly in the amount of \$6,801.00 and Parcel No. 4 to Crystal Steube in the amount of \$1,688.00, please present to the City Council for final acceptance and approval.

Sincerely,

Jeannie Klein
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
DIAMONDHEAD, MISSISSIPPI AND
HANCOCK COUNTY, MISSISSIPPI WITH RESPECT TO THE
TERMINATION OF THE EXISTING INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT FOR POLICE PROTECTION SERVICES**

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is executed by and between **Diamondhead, Mississippi** ("Diamondhead"), a political subdivision of the State of Mississippi, acting by and through its Mayor and City Council, and **Hancock County, Mississippi** ("Hancock County"), a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors effective as of the ____ day of _____, 2026.

WITNESSETH

WHEREAS, the citizens of Diamondhead and Hancock County, Mississippi have expressed a desire to share/combine government operations to ensure greater efficiency as well as saving in tax dollars resulting in lower taxes to the taxpayers of Diamondhead; and

WHEREAS, the Mayor and City Council of Diamondhead, Mississippi and the Board of Supervisors of Hancock County, Mississippi have in place an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 and §17-17-5, et. Seq., Mississippi Code of 1972, Annotated for the provision of police protection services through September 30, 2026; and

WHEREAS, as Diamondhead has decided to establish its own Municipal Police Department effective October 1, 2026, and the parties will need to provide for the effective transfer of duties and obligations for police protection services in Diamondhead during the transition period beginning September 1, 2026; and

WHEREAS, this memorandum of understanding is meant to effect the termination of the Interlocal Cooperation Agreement between the parties pursuant to Section 11 of the Interlocal in a manner to least impact the provision of law enforcement services within Diamondhead. There will be no separate or legal administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Diamondhead, Mississippi and Hancock County, Mississippi, shall cooperate together within and under the terms of this agreement to achieve maximum efficiency for government services at minimum cost to the taxpayers of Diamondhead and Hancock County.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, Diamondhead and Hancock County do hereby agree as follows:

I. PURPOSE

The purpose of this MOU is to establish a protocol for, and define the respective responsibilities and obligations of Diamondhead and Hancock County that would provide for the

establishment of the Diamondhead Municipal Police Department; the termination of the now existing Interlocal Governmental Cooperation Agreement between Diamondhead and Hancock County; and the transition to Diamondhead of the provision for police protection services beginning September 1, 2026 until fully consummated, which is anticipated to be on or before October 1, 2026.

It is the understanding of the parties to the MOU that it will govern the transition of police protection services and the termination of the current existing Interlocal Governmental Cooperation Agreement on or about September 30, 2026.

II. STATUTORY AUTHORITY

Miss. Code §17-13-1 and §17-17-5, *et. seq.* provide the authority for the Interlocal Governmental Cooperation Agreement and this MOU, which will govern the operation of the transition of police protective services from Hancock County to Diamondhead. The Interlocal Governmental Cooperation Agreement has been in full force and effect since Diamondhead's incorporation, subject to amendments and renewed approvals by the Attorney General of the State of Mississippi.

III. ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representatives of Diamondhead and Hancock County, under the direction of their respective City Council and Board of Supervisors. No separate legal or administrative agency is created by this Agreement.

Contact Persons:

Unless otherwise notified in writing to the contrary, the appropriate contact person for Diamondhead for matters pertaining to this Agreement shall be:

Jon McCraw
Diamondhead City Manager
5300 Diamondhead Circle
Diamondhead, Mississippi 39525
Ph. (228) 222-4626

Unless otherwise notified in writing to the contrary, the appropriate contact person for the Hancock County for matters pertaining to this Agreement shall be:

Jimmie Ladner, Jr.
Hancock County Administrator
854 Highway 90
Bay St. Louis, Mississippi
Ph. (228) 466-5791

IV. RESPONSIBILITIES OF THE PARTIES

A. DIAMONDHEAD will,

1. Hire and train a municipal police chief , investigators , officers and staff, within Diamondhead's discretion, to begin provision of police protection services beginning September 1, 2026; and
2. Diamondhead intends to provide all necessary police protection services beginning September 1, 2026; and
3. To the extent that Diamondhead perceives any actual or potential manpower shortages prior to September 1, 2026, it will provide notice to the county of any anticipated shortages an opportunity to schedule necessary manpower to fulfill police protection services ; and
4. Diamondhead will be responsible for the payment of the costs for services rendered by the County during the transition period and will be billed in the same manner as currently provided for in the Interlocal Governmental Cooperation Agreement; and
5. Diamondhead will provide any and all software, equipment, and other services necessary for the provision of its police protective services effective September 1, 2026, without any support from Hancock County.

B. HANCOCK COUNTY will,

1. In the event that Diamondhead is unable to hire sufficient staff to be in place by September 1, 2026, the County will provide manpower sufficient to cover any staffing deficiencies for the period between September 1, 2026 and September 30, 2026; and
2. Through September 30, 2026, Hancock County will assist Diamondhead Municipal Police Department with the transition of police protection services from the County to Diamondhead; and
3. Hancock County will invoice the Diamondhead for any and all necessary staffing in the same manner as currently provided for in the Interlocal Governmental Cooperation Agreement.

V. TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2026 until the termination of the current Interlocal Governmental Cooperation Agreement now existing.

VI. TERMINATION

This Agreement may be terminated by either upon ten (10) days' notice given to the other party.

VII. CONSTRUCTION OF AGREEMENT.

Each party, with the assistance of competent legal counsel, has participated in the drafting of this

Agreement and any ambiguity should not be construed for or against any party on account of such drafting.

VIII. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties .

IX. AGREEMENT BINDING ON ALL.

This Agreement shall be binding upon and shall inure to the benefit of each of the parties, and each of their respective agents, employees, directors, officers, attorneys, representatives, principals, shareholders, sureties, parents, subsidiaries, affiliates, successors, predecessors, assigns, trustees or receivers appointed to administer their assets, and attorney of any and all such individuals or entities. All the covenants contained in this Agreement are for the express benefit of each and all such persons described in this Section. This Agreement is not intended to benefit any third parties.

X. SEVERABILITY

Should any non-material provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal parts and the rights and obligations of the parties shall be construed and enforced accordingly.

XI. CAPTIONS

The captions contained herein are included solely for convenience and shall not be construed as part of this Agreement or as full or accurate descriptions of the terms hereof.

XII. CHOICE OF LAW

This Agreement shall be construed and enforced pursuant to the laws of the State of Mississippi.

XIII. AUTHORITY TO ENTER INTO AGREEMENT

Each party represents and warrants that its respective obligations herein are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement, and that the persons signing this Agreement hereinafter for each party has been duly authorized to sign this Agreement on behalf of said party.

XIV. FORCE MAJEURE

If any emergency condition reasonably beyond the control of either party, including, without limitation, floods, fires, ice, windstorms, lightning, equipment failure, strikes, lockouts, Acts of God, or of the public enemy, or acts, orders or directives of the Federal or State Government, including the Corp. of Engineers or Court, occur, which affect any aspect of this Agreement, including funding, then either Party is entitled to suspend and delay their

performance until circumstances are such which will reasonably allow the resumption of the obligations described herein.

SO EXECUTED AND AGREED THIS _____ DAY of _____, 2026.

**President, Hancock County Board
Of Supervisors**

Mayor, Diamondhead

Date

Date

Date of Issuance: July 9, 2026	Effective Date:
Owner: City of Diamondhead	Owner's Contract No.: NA
Contractor: Holliday Construction	Contractor's Project No.: NA
Engineer: Chiniche Engineering & Surveying	Engineer's Project No.: 17-057-003
Project: Montjoy Creek Nature Trail	Contract Name: Montjoy Creek Nature Trail

The Contract is modified as follows upon execution of this Change Order:

Description: This change orders reinstates previously removed Pay Items 0400A - Top Soil (Grass path, Kayak Launch) 4" and 0400B - Sod (Grass Path, Kayak Launch), resulting in a additive change of \$43,960.00. This Change Order also adds a new pay item 06100E - Geotechnical Investigation to provide the required geotechnical investigation for the installment of the pedestrian bridge for an additive change of \$5,844.84. Additionally, this Change Order extends the contract time by 30 calendar days to accommodate the geotechnical investigation, testing, and associated review required for the pedestrian bridge installation. This results in a total additive change of \$49,804.84 and a new contract amount of \$959,363.22.

Attachments: Geotechnical Proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>953,518.38</u>	Original Contract Times: Substantial Completion: <u>180</u> Ready for Final Payment: <u>210</u> days
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>(43,960.00)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>909,558.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/10/2026</u> Ready for Final Payment: <u>11/09/2026</u> dates
Increase of this Change Order: \$ <u>49,804.84</u>	Increase of this Change Order: Substantial Completion: <u>210</u> Ready for Final Payment: <u>240</u> days
Contract Price incorporating this Change Order: \$ <u>959,363.22</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/09/2026</u> Ready for Final Payment: <u>12/09/2026</u> dates

RECOMMENDED:		ACCEPTED:	
By: <u>Jason Chumche, P.E.</u>		By: <u>Sarah Holliday</u>	
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title <u>Project Engineer</u>	Title: _____	Title: <u>Contract Administration</u>	
Dat <u>July 9, 2026</u>	Date: _____	Date: <u>July 9, 2026</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



228.222.4626

228.222.4390

5000 Diamondhead Circle · Diamondhead, MS 39525-3260

www.diamondhead.ms.gov



July 15, 2026

City Council
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear City Council,

I am writing to request your approval and ratification of a purchase that was made prior to completing the purchase requisition. The public works department failed to notify the finance department for the needed requisition/purchase order. This was done in haste by the director due to the city event being held at that location. Due to the time-sensitive circumstances and the need to complete this project before the city event, the vendor was given permission to complete the work prior to receiving the purchase order.

The total cost of the purchase was \$694.65, and all efforts were made to ensure the expense was reasonable, necessary, and consistent with standard procurement practices. I acknowledge that this action did not follow the typical prior approval process and will take full responsibility for that deviation. Moving forward, I will be reinforcing internal procedures to ensure all purchases are made after a purchase requisition and purchase order are created.

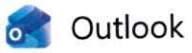
Given the circumstances and the necessity of this repair, I respectfully request that the Council approve and ratify this expenditure. Please let me know if you need any additional documentation or details regarding this matter.

Your approval in this matter will be appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jon McCraw', is written over a light blue rectangular background.

Jon McCraw



David Williams, Quote

From Ty Wiltz <TWiltz@diamondhead.ms.gov>
Date Fri 6/26/2026 11:48 AM
To Andrea Galvin <agalvin@diamondhead.ms.gov>

 1 attachment (15 MB)

IMG_2577.png; *invoice*

Get [Outlook for Android](#)

~~INVOICE~~

PROPOSAL

ADONAI ELECTRIC

7 Rabbit Run • Diamondhead, MS 39525

(228) 222-1404

email: davdwill@yahoo.com

PROPOSAL SUBMITTED TO: <i>CITY OF DIAMONDHEAD</i>		PHONE:	DATE: <i>5/28/26</i>
STREET		JOB NAME <i>FOOT BALL FIELD LIGHTS T REPAIR</i>	
CITY, STATE & ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for: *REPAIR**UNDER GROUND SPACE & CIRCUIT WIRES FOR FIELD LIGHTS**SLICE & TEST CIRCUITS, LABOR*

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars (\$ *700.00*).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature

David F. Williams

Note: This proposal may be withdrawn by us if not accepted within

days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Signature

Date of Acceptance:



Outlook

FW: Quote, David Williams, Noma Ball Field

From Ty Wiltz <TWiltz@diamondhead.ms.gov>
Date Wed 7/8/2026 1:01 PM
To Andrea Galvin <agalvin@diamondhead.ms.gov>

 1 attachment (15 MB)

IMG_2577.png; *quote*

From: Ty Wiltz
Sent: Friday, June 26, 2026 11:53 AM
To: Andrea Galvin <agalvin@diamondhead.ms.gov>
Subject: Quote, David Williams, Noma Ball Field

From: Ty Wiltz <TWiltz@diamondhead.ms.gov>
Sent: Friday, June 26, 2026 11:52 AM
To: Ty Wiltz <TWiltz@diamondhead.ms.gov>
Subject: Quote

Get [Outlook for Android](#)

INVOICE**PROPOSAL****ADONAI ELECTRIC**

7 Rabbit Run • Diamondhead, MS 39525

(228) 222-1404

email: davdwill@yahoo.com

PROPOSAL SUBMITTED TO: <i>CITY OF DIAMONDHEAD</i>		PHONE:	DATE: <i>6/2/26</i>
STREET		JOB NAME <i>BAL FIELD LIGHT REPAIRS</i>	
CITY, STATE & ZIP CODE		JOB LOCATION <i>NOMIA DR</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*INSTALL UNDER GROUND SPICE KITS FOR 2 CIRCUITS
TO FIELD LIGHTS**TEST CIRCUITS AND INSTALL SPICE KITS, LABOR
MATERIAL*

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
dollars (\$ *694.65*).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized
Signature*David F. Williams*

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



5000 Diamondhead Circle · Diamondhead, MS 39525-3260
www.diamondhead.ms.gov

Item No.14.

228.222.4626

228.222.4390



July 15, 2026

Council City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: MS Arboretum Application

In conjunction with the Diamondhead Garden Club, I am requesting to submit the MS Arboretum Application form to the MS Urban Forest Council for consideration of becoming a certified Arboreta. The city has identified the Montjoy Creek Nature Trail as a potential site for the arboreta. The minimal requirements are to identify 30 different species of trees on site. The garden club will identify the species. The city will need to produce an outdoor sign and display of the certified arboretum.

Thank you in advance for your approval in this matter.

Sincerely,

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

Jon McCraw

Applicant: City of Diamondhead
Contact Person: Jon McCRAW
Title: CITY MANAGER, City of Diamondhead
Address: 5000 Diamondhead Circle
City/State/Zip: Diamondhead, MS 39525
Phone: 228 222-4626 Fax: ()
Email: jmcraw@diamondhead.ms.gov
County: _____

Circle the Level applying for: 1 2 3 4

Number of Different Tree Species: _____
Type of Educational Piece: Flyer/Phamplet - BEING DESIGNED 7/31/26
Website Link to Arboretum: www.DiamondheadGardenClub.org
ARBORETUM will have its own page.

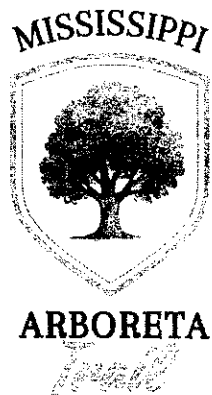
MANAGEMENT OF ARBORETUM:

Department and Person: _____

FINANCIAL INVESTMENT IN ARBORETUM:

Monthly Labor Costs (City employees or volunteers): _____
Costs of plant material and trees: _____
Grants or Donations received: _____
Costs of Signage: _____
Value of land arboretum is on: _____
Other Costs: _____

MAIL TO: Mississippi Urban Forest Council
Arboretum Certification Program
164 Trace Cove Drive
Madison, Mississippi 39110



The Mississippi Urban Forestry Council (MUFC) certifies Arboreta throughout the state of Mississippi for over 25 years. The purpose of the certification program is to define what the words Arboreta means in Mississippi and set standards for what can be called an Arboreta. Also, this program is designed to encourage and recognize those properties managed for sound community forestry sustainability with Best Management Practices.

GENERAL REQUIREMENTS for Arboretum Certification:

Application Due By: _____

For the permanent certification:

- The site must be open and accessible to the public.
- Management practices must be in place to protect trees from lawn mower and weed eater damage. Protective examples include: employee training, mulch or herbicide treatment.
- All trees must be identified and a list must be provided for visitors. The tree list can be provided in any format, such as a flier, website, geo-caching, display or signage. Labels on trees may be used but not required. Tree labels should be of a type that will not cause significant damage to the tree.
- Tree lists should have the common and botanical name.

ARBORETUM LEVEL REQUIREMENTS

Level 1 - 30 different species of trees on site

Level 2 - 60 different species of trees on site

Level 3 - 90 different species of trees on site

Level 4 - 120 different species of trees on site

The arboretum must be listed on city or other website.

APPLICATION

Please submit the following:

1. A completed Arboretum Certification application form.
2. A list of all the tree species on site.
3. A description of the Arboretum site. Include information about how and why the Arboretum was started, explain who maintains the site and how, and describe what an Arboretum visitor can expect. Tell us how your arboretum is special.
4. Pictures of the Arboretum site, (3 minimum) of the Arboretum and any educational pieces or activities.
5. During this two year program, certification is at no cost. After the completion of this project the fees for certification will return.
6. Include the educational pamphlet with all levels application.
7. Include Educational weblink or document.
8. Please submit one copy of the application by mail or email.
9. Tracking of costs of management of the arboreta is needed for this initial application to demonstrate the costs associated with developing these arboretums. No financial requirements are needed - only the reporting during this project period from April 2024 to April 2027. If you

WHAT DO CERTIFIED ARBORETA RECEIVE?

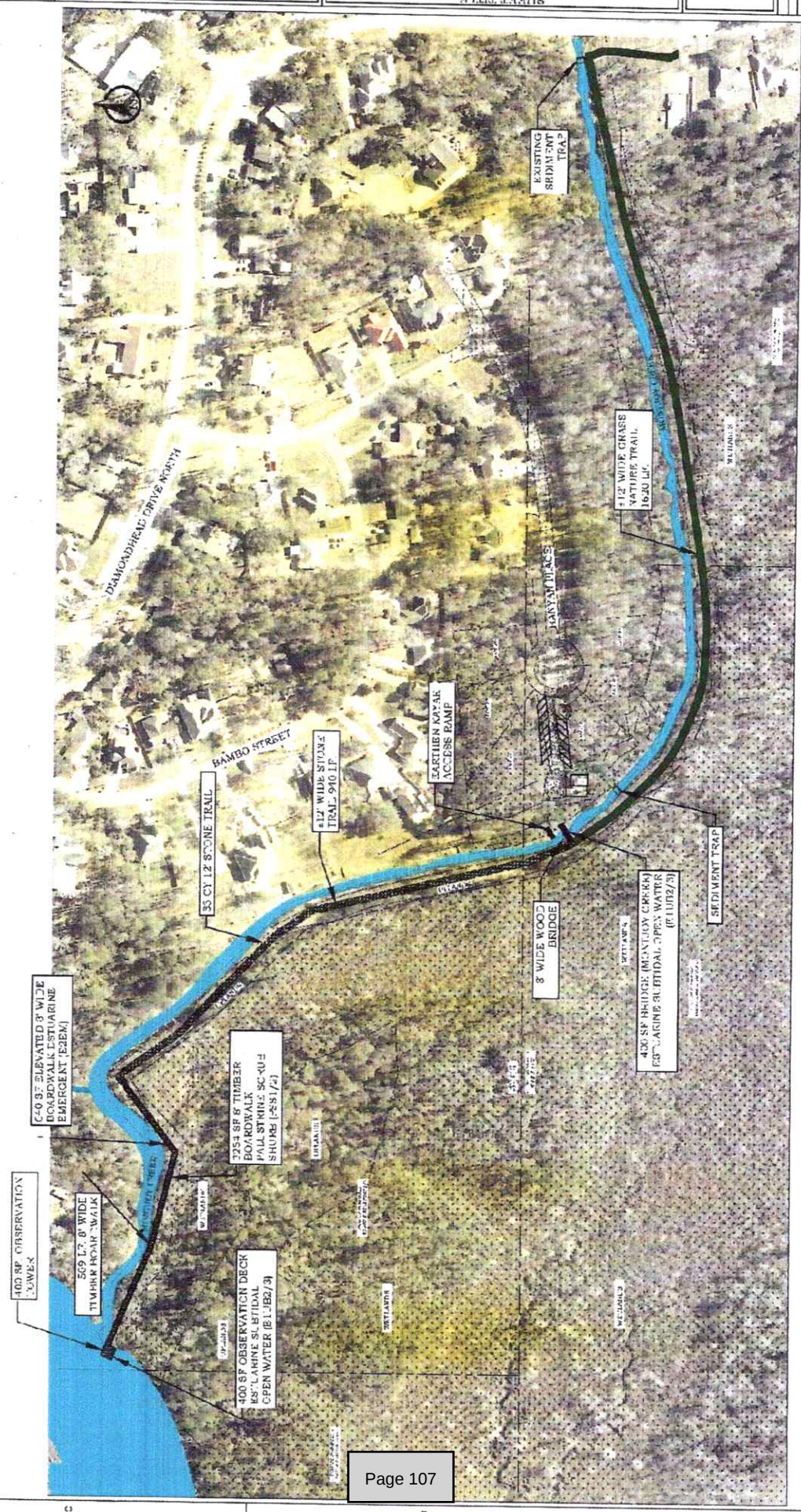
- A list of certified Arboreta will be published on the MUFC's website: www.msurbanforest.com.
- Your arboretum will be listed on the Mississippi Arboreta Trail and other locations.
- The Green Communities E-News published by MUFC.
- An Urban Forest Educational tool kit.
- Statewide and National promotion of your arboretum.
- Included as an important piece of tourism sites in our state and part of this valuable statewide program.
- A statewide and local news release will be issued announcing certification.
- A certificate that reads, "The Mississippi Urban Forestry Council has confirmed this site as a certified Arboretum." The site owners must produce a similar outdoor sign and display at all times during the certification period. **Should the sign be stolen or destroyed, it will be replaced at the Arboretum's expense.**

APPLICATION TIMETABLE

- **To be included on the statewide Mississippi Arboreta Trail, all applications must be turned into MUFC no later than July 2026.**
- Application forms are available any time.
- Applications will be accepted now until July 2026.
- Applications will be reviewed as received.
- The site may be visited prior to certification.
- Notification of certification will be given 30 days after receiving application. We will provide a press release.
- Mail application to MUFC at 164 Trace Cove Drive, Madison, MS 39110.

Disclaimer: This certification is a volunteer program. The applicant is responsible for information provided for the certification and the fulfillment of requirements set forth for certification. These guidelines do not involve federal funding and cannot be used as a basis for fulfilling any other contract or agreement. This certification has zero monetary requirements nor required management methods. The MUFC is not liable for any harm, damage or liability resulting from the certification.

This certification can only be used to promote the benefits of urban forestry and provide education to the public and is not intended to be used as a commercial timber certification or for profit in any way.



PROPOSED OVERALL SITE PLAN
SCALE: 1"=40'

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CHINICH CONSULTANTS & ENGINEERS. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF CHINICH CONSULTANTS & ENGINEERS IS STRICTLY PROHIBITED.

2026-146

Item No.15.



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

Equipment Disposition Request

Department : Building Department

Fixed Asset #	Description of Item	Quantity Disposed	Month/Yr Purchased	Asset Tag #	Unit Cost	Net Asset Value	Equipment Condition	Recommended Disposition Method/Action
00000735	Samsung Galaxy A53 5G	1	11/2022	735	449.99	0.00	Poor	Discard/line transfer for PD Chief

Approval Signature

Date

Department Head :

FA Coordinator :

City Manager :

Physical Condition Guide:

P - Poor
F- Fair
G- Good
E- Excellent
U - Unknown

City of Diamondhead

Police Administration – Patrol Officer

Purpose of Position

The purpose of the Police Officer is to provide professional law enforcement services to maintain a safe environment and enhance the quality of life for residents and visitors of the City of Diamondhead. Responds to calls for service, prevents and suppresses crime, enforces traffic and criminal laws, conducts investigations, and makes arrests as appropriate.

Essential Duties and Responsibilities

- Patrol assigned areas to detect criminal activity, suspicious circumstances, traffic violations, and hazards to life or property.
- Investigate incidents, respond to calls for service, and take appropriate enforcement action including citations and arrests.
- Interview complainants, witnesses, victims, and suspects and gather relevant information.
- Prepare accurate reports and documentation in accordance with departmental policies and legal requirements.
- Provide first aid and emergency assistance until medical personnel arrive.
- Testify in court and administrative proceedings when required.
- Maintain proficiency with department equipment, firearms, defensive tactics, and applicable laws.
- Work cooperatively with citizens, agencies, and fellow employees.
- Maintain regular and dependable attendance
- Other duties as assigned.

Minimum Qualifications

High school diploma or GED. Successful completion of a state-approved police academy.

Licenses and Certifications

Mississippi Board on Law Enforcement Officer Standards and Training (BLEOST) certification, or ability to obtain as required.

Knowledge, Skills, and Abilities

Knowledge of law enforcement practices, criminal and traffic laws, report writing, investigations, public relations, defensive tactics, and emergency response.

Conditions of Employment

Must successfully pass background screening, drug testing, and any other pre-employment requirements established by the City of Diamondhead.

Physical Demands and Working Conditions

Work is performed in office, vehicle, and outdoor environments. Duties may require standing, walking, running, bending, lifting up to 100 pounds with assistance/equipment, and exposure to varying weather and hazardous situations.

Employee

Date

Supervisor

Date

City of Diamondhead

Police Administration – Police Sergeant

Purpose of Position

The position of Police Sergeant serves as a first-line supervisor within the City of Diamondhead Police Department and is responsible for the supervision, direction, training, and evaluation of assigned personnel. The Sergeant ensures the efficient delivery of law enforcement services and assists in accomplishing the mission of the Department.

Essential Duties and Responsibilities

- Supervises and directs assigned personnel during patrol and special operations.
- Provides leadership, coaching, and mentoring to subordinate personnel.
- Conducts performance evaluations and recommends training and corrective actions.
- Reviews reports for accuracy, completeness, and compliance.
- Responds to major incidents and assumes supervisory command when required.
- Coordinates with other law enforcement and emergency response agencies.
- Promotes community-oriented policing and positive public relations.
- Enforces Department policies, procedures, and professional standards.
- Other duties as assigned.

Minimum Qualifications

High school diploma or GED required. Law enforcement experience required. Mississippi BLEOST certification and a valid driver license must be maintained.

Knowledge, Skills, and Abilities

Knowledge of modern policing practices, strong leadership abilities, effective communication skills, sound judgment, and proficiency with law enforcement technology.

Physical Requirements

Must be able to perform all essential police functions, operate police vehicles, work in varying weather conditions, and respond to emergencies.

Acknowledgement

This job description is intended to describe the general responsibilities of the position and may be modified by the City of Diamondhead as operational needs require.

Employee

Date

Supervisor

Date

City of Diamondhead Police Administration – Assistant Chief/Investigator

Purpose of Position

The purpose of this position is to serve as the second-in-command of the Diamondhead Police Department and provides executive leadership, operational oversight, and administrative management. Acts on behalf of the Chief of Police in his or her absence and supports the Department mission through professional leadership, accountability, community engagement, and efficient resource management.

Essential Duties and Responsibilities

- Serves as a member of the Chief's executive staff and assists in strategic planning and administration.
- Oversees department operations and personnel through subordinate supervisors.
- Evaluates employee performance and makes recommendations regarding promotions, transfers, discipline, and assignments.
- Coordinates hiring, recruitment, testing, and background investigation processes.
- Oversees internal investigations and supports fair and consistent application of disciplinary procedures.
- Represents the Department in the absence of the Chief with elected officials, community groups, and partner agencies.
- Assists with preparation, implementation, and oversight of departmental budgets and grants.
- Monitors crime trends and directs coordinated responses to public safety concerns.
- Ensures compliance with federal, state, and local laws and Department policies.
- Develops and reviews policies, procedures, and professional standards.
- Leads special projects and initiatives designed to improve departmental effectiveness and community trust.
- Promotes constitutional policing, accountability, transparency, and professional conduct.
- Other duties as assigned.

Education and/or Experience

Minimum seven years of progressively responsible law enforcement supervisory experience. Advanced law enforcement leadership training is preferred.

Qualifications and Skills

- Demonstrated leadership, mentoring, and team-building abilities.
- Strong communication, organizational, and decision-making skills.
- Knowledge of modern law enforcement practices and administration.
- Ability to develop, manage, and monitor budgets.
- Ability to work effectively with City departments, elected officials, and community stakeholders.

Post Offer Requirements

Employment is contingent upon successful completion of all required background investigations, drug screening, and any additional City requirements.

Acknowledgement

This job description is not intended to be all-inclusive and may be modified by the City of Diamondhead as operational needs require.

Employee

Date

Supervisor

Date

City of Diamondhead

Police Administration – Investigator

Purpose of Position

The position is responsible for conducting criminal investigations involving felony offenses, property crimes, crimes against persons, narcotics violations, financial crimes, and other complex investigations. The Investigator gathers evidence, interviews victims, witnesses and suspects, prepares reports, and supports successful prosecution of criminal cases.

Essential Duties and Responsibilities

- Investigates assigned criminal cases and follows investigative leads.
- Responds to major crime scenes and assists with evidence collection and preservation.
- Obtains and executes search warrants, arrest warrants, and subpoenas.
- Conducts interviews and interrogations in accordance with legal requirements.
- Coordinates investigations with local, state, and federal agencies.
- Prepare detailed reports and maintain investigative case files.
- Provides testimony in court and assists prosecutors with case preparation.
- Performs surveillance and other authorized investigative activities.
- Maintains compliance with department policies and professional standards.
- Other duties as assigned.

Minimum Qualifications

High school diploma or GED required. Law enforcement experience required. Mississippi BLEOST certification and a valid driver license must be maintained.

Knowledge, Skills, and Abilities

Knowledge of criminal investigations, evidence handling, report writing, interviewing techniques, applicable laws, and law enforcement technology.

Physical Requirements

Must be capable of performing essential law enforcement functions, operating vehicles, making arrests, and responding to emergencies.

Acknowledgement

This job description is intended to describe the general responsibilities of the position and may be modified by the City of Diamondhead as operational needs require.

Employee

Date

Supervisor

Date

City of Diamondhead

Police Administration -Administrative Support

Purpose of Position

The position provides administrative assistance to the Chief of Police by serving as administrative support which requires an in-depth knowledge of the workings of the police functions and all issues which might affect the operations of Police Administrative functions of the city.

Essential Duties and Responsibilities

- The Administrative Assistant shall work under the supervision and direction of the Chief of Police.
- The Administrative Assistant shall perform general office, secretarial, data entry and clerical duties.
- The Administrative Assistant shall be capable of preparing monthly statistical reports, UCR/NIBRS reports, and accreditation-related tasks as assigned by the Chief of Police.
- The Administrative Assistant shall be capable of preparing and/or managing payroll, court scheduling and disposition, traffic cases, criminal cases, false alarms, crash reporting, permits, record expungements and related tasks.
- The Administrative Assistant shall have excellent communication and organizational skills.
- The Administrative Assistant shall be the first point of contact with the public and effectively communicate in person and by telephone.
- The Administrative Assistant shall maintain confidentiality of all sensitive information and function as the confidential assistant to the Chief of Police.
- The Administrative Assistant shall maintain a professional office decorum.
- The Administrative Assistant shall possess working knowledge of Microsoft Office applications, records management systems, telephones, radios and related technology.
- The Administrative Assistant shall complete all assignments diligently, professionally and in a timely manner.
- The Administrative Assistant shall follow all applicable City of Diamondhead and Police Department policies, procedures, rules and regulations.
- The Administrative Assistant shall be dedicated to achieving the mission, goals and objectives of the Police Department.
- The Administrative Assistant shall be capable of prioritizing responsibilities and working independently on routine tasks.
- The Administrative Assistant shall report to work on time and maintain a professional standard of conduct.
- The Administrative Assistant shall work cooperatively with co-workers, City staff, court personnel, business owners, media representatives and the public.
- The Administrative Assistant shall maintain conduct that upholds public trust and confidence in the Police Department.
- Other duties as assigned.

Education and/or Experience

The person must have a minimum of 2 years of post-high school education leading to an associate's degree, at least five (10) years of municipal government experience and (5) or more years of experience working within police administration guidelines on city policies and procedures, possession of complex word processing abilities, and knowledge of local, state, and federal administrative laws.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions.
Ability to interpret an extensive variety of technical instructions.

Employee

Date

Supervisor

Date















City of Diamondhead, MS

Docket of Claims Register -

Item No.19.

APPKT02607 - 7.21.26 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT233924	Airgas Inc						215.45
	07/14/2026	5525710263	GAS RENTALS - PUBLIC WORKS	001-301-640.00	Rentals	55.23	
				001-301-640.00	Rentals	104.99	
				001-301-640.00	Rentals	55.23	
DKT233925	ARTHUR J GALLAGHER AND CO						1,868.00
	07/10/2026	6214779	FINAL AUDIT ANNUAL ADJUSTMENT 2026	001-301-625.00	Insurance	1,868.00	
DKT233926	AUTOZONE STORES LLC						692.41
	07/14/2026	10520206809	STP FUEL FILTER, DURALAST FUEL FILTER, BLADE FUSES	001-301-502.00	Small Hand Tools	35.99	
				001-301-570.00	Repairs & Maintenance - Vehicle	17.99	
				001-301-570.00	Repairs & Maintenance - Vehicle	6.64	
				001-301-570.00	Repairs & Maintenance - Vehicle	6.64	
				001-301-570.00	Repairs & Maintenance - Vehicle	7.75	
		10520213900	GOLD PEAK COOLANT CONCENTRATE, FUEL HOSE LINE	001-301-571.00	Repairs & Maintenance - Equipment	24.70	
				001-301-571.00	Repairs & Maintenance - Equipment	23.99	
		10520215067	BLUE DEF DIESEL EXHAUST FLUID	001-301-570.00	Repairs & Maintenance - Vehicle	47.97	
				001-301-571.00	Repairs & Maintenance - Equipment	47.97	
		10520215249	FA #549, 572, 577 WIPER BLADES AND WASHER FLUID	001-280-570.00	Repairs & Maintenance - Vehicle	14.68	
				001-280-570.00	Repairs & Maintenance - Vehicle	39.08	
				001-280-570.00	Repairs & Maintenance - Vehicle	39.08	
				001-280-570.00	Repairs & Maintenance - Vehicle	39.08	
		10520216044	PREMIUM MODULAR COOLANT - UNIT 958	001-200-570.00	Repairs & Maintenance - Vehicle	103.94	
		10520216070	DURALAST PLATINUM BATTERY - UNIT 951	001-200-570.00	Repairs & Maintenance - Vehicle	225.99	
		10520216084	LONG LIFE SYLVANIA BULB - UNIT	001-200-570.00	Repairs & Maintenance - Vehicle	10.92	

Docket of Claims Register - Council

APPKT02607 -

Item No.19.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount
	Payable Date	Payable Number				Line Amount
DKT233927	B&J PITT STOP LLC					166.61
	07/13/2026	11-0232121	UNIT 958 OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	65.00
		11-0232837	UNIT 729 OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	101.61
DKT233928	CENTER STAGING OF LOUISIANA LLC					4,002.00
	07/14/2026	813223	FIREWORKS SHOW STAGE RENTAL	001-140-650.00	Promotions	4,002.00
DKT233929	Coast Electric Power Association					1,423.02
	07/10/2026	7/2/26-037	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	344.14
		7/4/26-032		001-301-630.00	Utilities - Streetlights & Other	193.90
		7/4/26-033		001-301-630.00	Utilities - Streetlights & Other	67.87
		7/4/26-035		001-301-630.00	Utilities - Streetlights & Other	708.41
		7/4/26-038		001-301-630.00	Utilities - Streetlights & Other	54.35
		7/4/26-039		001-301-630.00	Utilities - Streetlights & Other	54.35
DKT233930	Coastal Hardware and Rental Co LLC					741.54
	07/13/2026	B20527375	PW SHOP - 2.1 GAL REPL PUMP 5	001-301-501.00	Supplies	99.99
		B20527428	PW SHOP - ROUNDUP PRO CONC 2.5G	001-301-501.00	Supplies	199.98
		B20528692	STIHL BAR AND CHAIN OIL GAL	001-301-571.00	Repairs & Maintenance - Equipment	21.20
		B20528937	BLADE 20-1/2" X1.325 KUBOTA	001-301-571.00	Repairs & Maintenance - Equipment	68.67
				001-301-571.00	Repairs & Maintenance - Equipment	68.67
				001-301-571.00	Repairs & Maintenance - Equipment	68.67
		B20529251	BOW RAKE 16 TINE FBRGLS	001-301-501.00	Supplies	59.98
		D20327233	AIR FILTER, REPLACEMENT CHAIN, STIHL GUIDE BAR..	001-301-571.00	Repairs & Maintenance - Equipment	19.99
				001-301-571.00	Repairs & Maintenance - Equipment	17.92
				001-301-571.00	Repairs & Maintenance - Equipment	44.49
				001-301-571.00	Repairs & Maintenance - Equipment	28.99
				001-301-571.00	Repairs & Maintenance - Equipment	42.99
DKT233931	Custom Products Corporation					1,954.60
	07/10/2026	INV52773	SPEED BUMP, REBAR, SKID CHARGE	001-301-575.00	Repairs & Maintenance-Streets/Drainage/Other	275.00
				001-301-575.00	Repairs & Maintenance-Streets/Drainage/Other	249.83
				001-301-575.00	Repairs & Maintenance-Streets/Drainage/Other	120.00
DKT233932	DIAMONDHEAD COUNTRY CLUB & POA					328.09
	07/13/2026	000373	FISHING RODEO BRUNCH	001-140-650.00	Promotions	328.09

Docket of Claims Register - Council

APPKT02607 -

Item No.19.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233933	Diamondhead True Value							307.87
		07/14/2026	1908	FLAT WASH 3/8, BOLT, STOP NUT, TUBE STRAP GALV	001-301-501.00	Supplies	104.21	
			1973	HAMMR DRL BIT 3/4"X8, FASTENERS	001-301-501.00	Supplies	69.53	
			2224	CLOSER PNEU, HASP FXD STPL 4-1/2", HASP SWVL, FAST	001-301-501.00	Supplies	48.63	
		07/17/2026	2227	FASTENERS - BALL FIELDS	001-301-501.00	Supplies	8.40	
		07/14/2026	2228	BLK AND GOLD DRILL BIT 1/8"	001-301-501.00	Supplies	7.99	
			2251	CLNR OUT 30 SECONDS 2.5G - BAYOU DRIVE GRAFFITI	001-301-510.00	Janitorial Supplies	34.99	
			2258	WALLPLATE DUPLEX 1G WHT, FOAM BRUSH WOOD	001-301-501.00	Supplies	5.98	
			2266	FLEX SEAL 14OZ SPRAY BLACK - FA	001-301-570.00	Repairs & Maintenance - Vehicle	17.99	
			2288	FASTENERS, TWINE SISAL 400'	001-301-501.00	Supplies	2.36	
					001-301-501.00	Supplies	0.80	
					001-301-501.00	Supplies	6.99	
DKT233934	Dixieland Home Farm and Garden Center Inc							390.00
		07/15/2026	664273	BROWN TOP MILLET GRASS SEED	001-301-501.00	Supplies	390.00	
DKT233935	Eley Guild Hardy Architects PA							3,400.00
		07/13/2026	26-217M-1	COMMUNITY CENTER REPAIRS	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	3,400.00	
DKT233936	FP Mailing Solutions							90.00
		07/10/2026	RI107339018	POSTAGE METER	001-140-611.00	Postage	90.00	
DKT233937	Fuelman							1,539.41
		07/10/2026	NP70778632	FOR THE WEEK ENDING 7.5.26	001-200-525.00	Fuel	840.35	
		07/13/2026	NP70814881	FOR THE WEEK ENDING 7.12.26	001-200-525.00	Fuel	647.56	
					001-280-525.00	Fuel	51.50	
DKT233938	GULF COPY SYSTEMS LLC							263.87
		07/10/2026	8122	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance	13.98	
					001-110-506.00	Copier Usage/Maintenance	38.72	
					001-140-506.00	Copier Usage/Maintenance	168.48	
					001-140-506.00	Copier Usage/Maintenance	13.38	
					001-200-506.00	Copier Usage/Maintenance	3.93	
					001-200-506.00	Copier Usage/Maintenance	17.44	
					001-301-506.00	Copier Usage/Maintenance	4.88	
					001-301-506.00	Copier Usage/Maintenance	3.06	

Docket of Claims Register - Council

APPKT02607 -

Item No.19.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT233939	Hancock County Sheriffs Office							76,696.25
	07/14/2026	2026.DHHO.13		INMATE HOUSING FOR JUNE 2026	001-200-689.00	Prisoner's Expense	340.00	
	07/15/2026	2026.DHLE.71		INTERLOCAL AGREEMENT FOR WEEK ENDING 5.30.26	001-200-632.00	Telephone - Cell Service	224.88	
					001-200-690.00	Interlocal Agreement	38,066.89	
					001-200-612.00	Internet	205.00	
					001-200-632.00	Telephone - Cell Service	40.23	
	07/13/2026	2026.DHLE.72		INTERLOCAL AGREEMENT FOR WEEK ENDING 6.13.26	001-200-690.00	Interlocal Agreement	37,196.29	
					001-200-690.00	Interlocal Agreement	417.96	
					001-200-612.00	Internet	205.00	
DKT233940	Hancock County Solid Waste							69,387.50
	07/10/2026	1536		JUNE RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	69,387.50	
DKT233941	JAMIE HENDERSON							500.00
	07/14/2026	7/13/26		CASH BOND REFUND - THOMAS SEAWRIGHT	650-110-110.00	Court Bond Holding	500.00	
DKT233942	Lowes Home Improvement							270.74
	07/10/2026	979660-QZEZOP		FIREWORK CELEBRATION MARKING PAINT, PW SUPPLIES	001-653-650.00	Promotions	37.92	
					001-653-650.00	Promotions	37.92	
					001-653-650.00	Promotions	37.92	
	07/15/2026	982287-RAKQAS		DOG PARK LANDSCAPE CURBING AND TURF	001-301-501.00	Supplies	75.80	
	07/10/2026	994603-QZRDRM		HYDRAULIC CEMENT	001-301-575.00	Repairs & Maintenance-Streets/Drainage/Other	81.18	
DKT233943	MEMORIAL HOSPITAL AT GULFPORT							125.00
	07/10/2026	3731044		EMPLOYEE DRUG SCREENING FOR EMPLOYMENT	001-301-698.00	Misc. Services - Drug Testing & Other	125.00	
DKT233944	MS Department of Public Safety							68.95
	07/10/2026	JUNE 2026		COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	68.95	
DKT233945	PYROMANIA FIREWORKS LLC							11,250.00
	07/14/2026	1085		2026 FIREWORK DISPLAY	001-653-650.00	Promotions	11,250.00	

Docket of Claims Register - Council

APPKT02607 -

Item No.19.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT233946	Skinners AC Service & Repair Inc						556.25
	07/10/2026	6/24/26	AC UNIT FOR JUDGES	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	220.00	
	07/14/2026	7/13/26	DIAGNOSE MINISPLIT AC - TWIN LAKES	001-301-635.00	Professional Fees - R&M Outside Services	336.25	
DKT233947	SLIDELL ARMY SURPLUS INC						112.00
	07/10/2026	251211	POLICE SEW ON PATCHES	001-200-535.00	Uniforms	112.00	
DKT233948	State Treasurer						1,299.30
	07/10/2026	JUNE 2026	COURT ASSESSMENT/FINE FOR JUNE	650-110-131.00	State Assessments Payable	1,299.30	
DKT233949	THE HILLER COMPANIES, LLC						736.23
	07/14/2026	829207	DUST DETECTOR SERVICE CALL	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	736.23	
DKT233950	THE SEA COAST ECHO						405.42
	07/13/2026	08251930	ADVERTISING - BUILDING DEPT, CITY CLERK	001-140-620.00	Advertising	130.92	
				001-280-620.00	Advertising	32.52	
				001-140-620.00	Advertising	46.34	
				001-140-620.00	Advertising	62.18	
	07/15/2026	08251955	PLANNING AND ZONIG ADS, BIDS	115-000-620.00	Advertising	133.46	
DKT233951	TIFFANY COWMAN						340.00
	07/10/2026	JUNE 2026	TAX SALE REDEMPTIONS FOR JUNE	001-140-694.00	Collection Fees	340.00	
DKT233952	US BANK NATIONAL ASSOCIATION						1,237.16
	07/13/2026	121719243871	POSTAGE METER POSTAGE	001-140-611.00	Postage	1,035.00	
	07/10/2026	7/4/26	MONTHLY CHARGES FOR CONSTANT CONTACT	001-140-623.00	Membership Dues/Fees	139.00	
	07/13/2026	7/7/26	WATER AND GATORADE PUBLIC WORKS - CAKE OATH CEREMO	001-140-501.00	Supplies	49.49	
				001-301-501.00	Supplies	13.67	
DKT233953	WageWorks						100.00
	07/10/2026	0626-DR42799	COBRA PAYMENT FOR JUNE	001-140-625.00	Insurance	100.00	
Total Claims: 30						Total Payment Amount:	180,467.67