



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, December 19, 2023
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held January 2, 2024 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed December 25 & 26, 2023 in observance of the Christmas Holiday.
- c. City Hall will be closed January 1, 2024 for New Years Holiday.

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the December 5, 2023 Regular Meeting Minutes.

Tabled:

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
3. **2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The purpose of the zoning change is for condominium development.
4. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

Resolutions:

- [5.](#) **2023-422:** Motion to adopt Resolution 2023-052 thereby declaring that a Ward 4 Council vacancy exists effective December 5, 2023, ordering a Special Election to be held on January 30, 2024 and for other related purposes.
- [6.](#) **2023-427:** Motion to adopt Resolution 2023-053 thereby authorizing by quitclaim certain real property to the rightful owners, Mary E. and Steven B. Simons.
- [7.](#) **2023-428:** Motion to adopt Resolution 2023-054 thereby acquiring by donation certain easement for the construction of a walking trail and pier from Purcell Co., Inc.
- [8.](#) **2023-431:** Motion to adopt Resolution 2023-055 authorizing the Mayor to execute Interlocal Cooperation Agreement Between Hancock County, Mississippi Chancery Clerk and the City of Diamondhead for the collection of delinquent taxes.
- [9.](#) **2023-432:** Motion to adopt Resolution 2023-056 authorizing the Mayor to execute Interlocal Cooperation Agreement Between Hancock County, Mississippi Tax Collector and the City of Diamondhead for the collection of taxes.
- [10.](#) **2023-433:** Motion to adopt Resolution 2023-057 authorizing the Mayor to execute Interlocal Cooperation Agreement Between Hancock County, Mississippi Tax Collector and the City of Diamondhead for the collection solid waste fees.
- [11.](#) **2023-443:** Motion to adopt Resolution 2023-058 to approve a text amendment in accordance with the Zoning Ordinance Article 2.8 (Amendment Rezoning Procedure). The proposed text amendment will make the following change to the Code of Ordinances Appendix B - Subdivision Regulations. The Text Amendment will make the changes in red on the attached. The Case file Number is 202300437.

Consent Agenda:

- [12.](#) **2023-423:** Motion to approve Pay Application #1 in the amount of \$86,992.50 and Pay Application #2 in the amount of \$46,281.12 to Bottom 2 Top Construction, LLC for Makiki Drive Drainage Improvements.
- [13.](#) **2023-424:** Motion to approve Pay Request No. 6 in the amount of \$27,909.37 to Huey P. Stockstill, LLC for Diamondhead Roadway Improvements Phase 4.
- [14.](#) **2023-425:** Motion to approve Pay Application 3 in the amount of \$251,827.20 to Moran Hauling Inc., for Noma Drive Improvements.
- [15.](#) **2023-426:** Motion to approve the Memorandum of Agreement with MDOT for Project STP-0045-00(037)LPA 109551/701000 for the West Aloha Drive Pedestrian Improvements.
- [16.](#) **2023-430:** Motion to approve payments to Digital Engineering in the amount of \$1,160.00 for Beaux Vue Ph 2 Drainage Improvements and in the amount of \$48,360.00 for Bond Paving Project.
- [17.](#) **2023-434:** Motion to approve Change Order No. 1 to the contract with Bottom 2 Top Construction, LLC in the net amount of -\$2,774.00 for a total contract amount of \$140,288.02 for Makiki Drive Drainage Improvements.
- [18.](#) **2023-437:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$3,020.00 for Canal Dredging, in the amount of \$2,253.00 for Pond Remediation and in the amount of \$9,026.00 for Coon Branch Drainage.

- [19.](#) **2023-438:** Motion to approve Pay Application 3 in the amount of \$370,831.88 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
- [20.](#) **2023-439:** Motion to approve to advertise for bids for the Kaleki Way Drainage Project.
- [21.](#) **2023-440:** Motion to approve to advertise for bids for the 2024 Annual Unit Price Repair Contract Project Number 16175.08.
- [22.](#) **2023-441:** Motion to approve to advertise for bids for Bayou Drive Drainage.
- [23.](#) **2023-442:** Motion to authorize Master Service Agreement Work Assignment with Covington Civil Environmental, LLC in the amount of \$45,500.00 for Kolo Court Drainage Project.
- [24.](#) **2023-445:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$2,640.00 for Standard Specifications and Drawings, in the amount of \$12,000.00 for Bank Stabilization Project, in the amount of \$6,050.00 for Turnberry Drainage Project and in the amount of \$17,000.00 for Kaleki Way Drainage.
- [25.](#) **2023-446:** Motion to accept and award low bid received from Fair Tide Marine & Construction, LLC. in the amount of \$117,777.00 for Beaux Vue Ph 2 Drainage Improvements Project, authorize the City Manager to execute the contract for same and to issue the notice to proceed as appropriate.

Action Agenda.

- [26.](#) **2023-429:** Motion to approve the Amended Rental Agreement for the Activity Center and City Hall Grounds.
- [27.](#) **2023-435:** Motion to nominate Councilman Shane Finley as Mayor Pro Tempore. (Cumberland)
- [28.](#) **2023-436:** Motion to have AGJ provide City of Diamondhead Councilmembers copies of all emails sent from Mayor Nancy Depreo to engineers working under a master services agreement with the City of Diamondhead and emails sent from Mayor Nancy Depreo to the City of Diamondhead's City Manager dating from June 1, 2022 to present. (Cumberland)
- [29.](#) **Motion 2023-444:** Motion to concur with the Planning Commission recommendation to remove the moratorium for landscape culverts, accept the policy for permitting landscape culverts and establish a permit fee of \$300 for landscape culverts. File case number is 202300497.

Routine Agenda.

Claims Payable

- [30.](#) Motion to approve Docket of Claims (DKT231310- DKT231348) in the amount of \$1,004,939.64.
- [31.](#) Motion to approve Payroll Payables Docket of Claims (DKT231300-231309) in the amount of \$68,995.67, PRCLAIM010181 in the amount of \$35,260.97, PRCLAIM010182 in the amount of \$31,789.70 and PRCLAIM01083 in the amount of \$2,898.79.

Department Reports

- [a.](#) Building
- Code Enforcement
- Police
- Court

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, December 05, 2023
6:00 PM CST
Council Chambers, City Hall

Call to Order.

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

Invocation - Mayor Depreo

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to confirm agenda.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

- a. The next Regular Meeting of the City Council will be held December 19, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed December 25 & 26, 2023 in observance of the Christmas Holiday.
- c. Town Green Christmas Festival Saturday, December 9, 2023. Parade 4 - 5 p.m. Festival 5 - 8 p.m.
- d. Proclamation National Caregiver's Month -Thania Coyne, SMPDD
- e. Pearl River Community College CTAP Funds - Angie Kothmann

City Manager's Report.

CITY MANAGER REPORT

December 05, 2023

1. Park Ten Road –The contract is for 270 Calendar Days with an end date of June 1st. Currently on schedule. The contractor is currently about 10% complete. The contractor has connected the new water lines to the existing service in two places.
2. Noma Drive Restoration –The contract is for 150 Calendar Days with an end date of February 7th. Currently on schedule. The asphalt for the rebuilt roadway and the new multimodal path has been installed up to the city hall parking lot.
3. Beaux Vue 2 – Bids were opened on this project on November 29th. Currently being reviewed by the engineering firm. Bids will be presented to the council to accept and be awarded on the December 19th meeting if approved by the engineer.
4. Phase 4 paving – The contractor has repaired the manhole on Bayou Drive. They still need to fix the “birdbath” on Haleiwa Court. The engineer will reach out to find out when the work will be completed.
5. Bond Paving Diamondhead Drive – The contract is for 150 Calendar Days with an end date of March 6th. The contractor has completed the paving portion of the project. The contractor is scheduled to be here Thursday to start doing the layout.
6. Montjoy Creek – Property owner has agreed to the proposed walking path location. The engineer is working on the legal description for the 15-foot easement so a deed can be created. Project is scheduled to bid out in February.
7. Noma Drive Walking Trail – The work assignment for the engineer is on this agenda for approval. This portion will be the planning phase using Tidelands funds. The city has applied for additional funding for this project with the MS Outdoor Stewardship Grant. This project will create a walking path from Noma Drive to Montjoy Creek.
8. Noma Drive Phase 1b – This project will be on the December 19th agenda to request permission to advertise. This portion of the project will be to build the parking area, rebuild the boat ramp, and build the kayak launch and first section of the boardwalk.
9. Kaleki Way –Engineer is identifying current issues within the project work area. The city will notify all residents within the work area. The engineering firm is currently 90% complete with the design of the project.
10. Bayou Drive –Project is still with the engineer to complete design. The 60% design drawing has been returned to the engineer. The city will be notifying all residents within the work area.
11. Noma Drive Boardwalk – Project has completed the public comment phase. I am meeting with the engineers this week to determine the next steps.
12. Canal Dredging – **No change on this project.** The city has received the permit from USACE to allow for the canal dredging on the south side. The required workplan was generated by Covington Civil and submitted to MDEQ for their review in late August. MDEQ will in turn submit it to the RESTORE Council for final approval.

13. Dog Park – **No change on this project.** The parcel is currently being surveyed to verify a few minor points. The road right of way is being evaluated to determine if it has been dedicated and accepted by the city. The city has started the re-subdivision process. This will be a several month process that will go through P&Z and Council for approval.
14. ARPA/GOMESA Projects – The following projects have been assigned to an engineering firm and are currently in the design phase.
- | | |
|----------------------------------------|-----------------------------------------|
| a. Coon Branch – Chiniche | b. Koloa Steet @ Ala Moana – Chiniche |
| c. Lots 7 & 8 – Chiniche | d. Kolo Court – Covington |
| e. Turnberry – Covington | f. Ahuli Place – Covington |
| g. Kome Drive – Covington | h. Kalae Street – Covington |
| i. Hilo Way – West – MP Design | j. Hilo Way to Hapuna Place – MP Design |
| k. Hilo Way at Koko Street – MP Design | l. Aukai Place/DH Dr East – MP Design |
| m. DH Drive East/Kalani – Covington | n. Veterans/Substation – Covington |
| o. Fairway Drive – Covington | p. Anahola Place – Covington |

Email Request Received

1. L & F Homes – Code enforcement issued the 21-19-11 notice. The hearing is on tonight’s agenda for the council.
2. Hilo Way Median – Councilmember asked the median between Ewa Street and Maui Street. The area was built up to help control stormwater. The original seeding did not take. Public Works has re-seeded the area. I have visited the site several times over the last month, the grass is finally growing, and the area looks clean.
3. Exit 16 Project – Councilmember received an email from a resident regarding his frustration that the Exit 16 project has not been completed. I called the resident and explained the project came in overbudget and would be rebid in January.
4. Rezoning Question – Councilmember asked why didn't Orion plan for condos to be on Gex? I have reached out to Bob Barber. He states that a mid-rise dwelling is allowed in the town center district. Once finalized, any plan will have to be approved by the building department.
5. Trademark of City Logo – Councilmember asked about the progress of this. I have asked Melissa about this.
6. Muffler Shop – Resident complained to the POA about muffler shop in a hanger on the south side. The POA emailed a councilmember. I have asked code enforcement to investigate it.

7. 554 Aila Street – Councilmember asked if public works to go look at this address. The ditch is not straight, and roots are all exposed creating a tripping hazard. Is it possible to put down some grass seeds? Public Works will address this issue.
8. Bayou Drive Kayak Launch – Resident informed the city of cars parked down at the kayak launch instead of loading and unloading only. I have informed the police chief to patrol the area.
9. 10418 Malahini Place – Water behind home after kayak launch was completed. I met with the engineer regarding the issue. He contacted DMR about the issues. DMR is going to schedule a meeting with us to come and give a determination.

Public Comments on Agenda Items -None

Policy Agenda.

Minutes:

1. Motion to approve the November 21, 2023 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve the November 21, 2023 Regular Meeting Minutes.

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

MOTION CARRIED UNANIMOUSLY

Tabled:

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)

NO ACTION TAKEN

3. **2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The purpose of the zoning change is for condominium development. **(Tabled until December 19, 2023 per request of applicant)**

NO ACTION TAKEN

4. **2023-395:** Motion to accept the Audited Financial Statement for Fiscal Year ended September 30, 2022.

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to move from the table motion to accept the Audited Financial Statement for Fiscal Year ended September 30, 2022.

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

MOTION CARRIED UNANIMOUSLY

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to accept the Audited Financial Statement for Fiscal Year ended September 30, 2022.

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

Voting Nay: Mayor Depreo

MOTION CARRIED

- 5. **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

NO ACTION TAKEN

Resolutions:

- 6. **2023-410:** Motion to adopt Resolution 2023-048 for Governor's Re-appointment of Michael Casano to serve as Hancock County Port & Harbor Commissioner.

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to adopt Resolution 2023-048 for Governor's Re-appointment of Michael Casano to serve as Hancock County Port & Harbor Commissioner.

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

MOTION CARRIED UNANIMOUSLY

- 7. **2023-420:** Motion to adopt Resolution 2023-049 thereby authorizing and declaring the necessity to authorize Police Unit #055 remain an unmarked vehicle free of marking, lettering and striping and for other related purposes.

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to adopt Resolution 2023-049 thereby authorizing and declaring the necessity to authorize Police Unit #055 remain an unmarked vehicle free of marking, lettering and striping and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

- 8. **2023-421:** Motion to adopt Resolution 2023-051 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6. The parcel number is 131B-0-01-155.000. The physical street address is 688 Auahi Place.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2023-051 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 7 and 8, Diamondhead Phase 2, Unit 5, Block 6. The parcel number is 131B-0-01-155.000. The physical street address is 688 Auahi Place.

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

MOTION CARRIED UNANIMOUSLY

- 9. **2023-417: PUBLIC HEARING** - Motion to adopt Resolution 2023-050 to adjudicate that the uninhabited home located at 87001 Beau View Court (parcel #067K-2-36-227.000) is a menace to the public health, safety and general welfare of the community. Authorization to advertise for bids and/or obtain quotes to perform the necessary services to remove any trash and debris from the property and to cut grass and assess the costs to said property and for other related purposes. Property owner is L & F Homes and Development, LLC registered agent Larry Mitrenga.

2023-417: PUBLIC HEARING- Mayor Depreo opened the public meeting in the matter of 87001 Beau View Court (parcel #067K-2-36-227.000) and called on three (3) occasions for property owner Larry Mitrenga with no response.

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to adopt Resolution 2023-050 to adjudicate that the uninhabited home located at 87001 Beau View Court (parcel #067K-2-36-227.000) is a menace to the public health, safety and general welfare of the community. Authorization to advertise for bids and/or obtain quotes to perform the necessary services to remove any trash and debris from the property and to cut grass and assess the costs to said property and for other related purposes. Property owner is L & F Homes and Development, LLC registered agent Larry Mitrenga.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Ward 4 Clark to approve the following consent items-

- 10. **2023-411:** Motion to enter into Grant Agreement NO. B22-CP-MS-0524 with the Department of Housing and Urban Development and approve statement of assurances.
- 11. **2023-412:** Motion to accept the Memorandum of Agreement with Pearl River Community College for the County Tuition Assistance Program and authorize City Manager, Jon McCraw to execute same.
- 12. **2023-413:** Motion to accept substantial completion of the Makiki Drive Drainage Improvements Project as of November 21, 2023.
- 13. **2023-415:** Motion to approve Change Order No. 6 to the contract with Huey P. Stockstill, LLC in the net amount of \$258.42 for a total contract amount of \$730,233.42 for the Diamondhead Roadway Improvements Phase 4.
- 14. **2023-416:** Motion to approve Work Assignment under the Master Service Agreement with Chiniche Engineering & Surveying in the amount not to exceed \$100,000.00 for Tidlands Nature Trail Planning.
- 15. **2023-418:** Motion to authorize the transfer of accrued interest income into the General Fund as of September 30, 2023 from Contingency Operating Account in the amount of \$135,531.77, Payroll Clearing in the amount of \$87,172.85 and Accounts Payable Clearing in the amount of \$20,249.91.

16. **2023-419** Motion to authorize the City Manager to enter into an agreement with Southern Mississippi Planning and Development District in amount not to exceed \$14,310.00 for a re-survey of the city roadways.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

17. Motion to approve Docket of Claims (DKT231273- DKT231299) in the amount of \$257,747.36.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve Docket of Claims (DKT231273- DKT231299) in the amount of \$257,747.36.

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

Voting Nay: Mayor Depreo

MOTION CARRIED

Department Reports

- a. October 2023 Financials

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to approve October 2023 Financials.

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items.

Denise Catone - Rezoning of the commercial district.

Michael Gatwood - Street conditions in Elliott Homes Subdivision

At this time Charles Clark resigned his position as Councilmember Ward 4 effective at the conclusion of tonight's meeting.

Adjourn/Recess.

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to adjourn in honor of Councilmember Ward 4 Charles Clark.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

City of Diamondhead, MS
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance.

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

A TEXT AMENDMENT TO AMEND THE ZONING MAP FOR THE RE-ZONING OF CURE LAND COMPANY, LLC’S TAX PARCEL TAX PARCEL 132A-2-03-028.00 (5410 GEX DRIVE)

A resolution of the Mayor and City Council of the City of Diamondhead amending the Zoning Map to change Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use)

WHEREAS, Cure Land Company, LLC submitted a request to change the zoning of its Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use) and, .

WHEREAS, the Planning & Zoning Commission at its meeting on September 26, 2023 concurred with the recommendation of the Planning & Zoning Administrator to approve the request of Cure Land Company, LLC for the rezoning of Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use) citing the City’s Comprehensive Plan, Envision Diamondhead 2040, was adopted in August 2020 and wherein the Center District and mixed-use subdistrict were added to the Zoning Ordinance, and

WHEREAS, the subject parcel is one which has been identified as mixed use and meets with Envision Diamondhead 2040 goals and objectives to provide additional housing options for those not interested in single-family detached homes.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City Council does here by amend the Zoning Map and further amends the zoning for Tax Parcel Tax Parcel 132A-2-03-028.00 (physical address 5410 Gex Drive) from C-1 (General Commercial District) to TCMU (Town Center Mixed Use).

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 3TH DAY OF OCTOBER, 2023.

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

MAYOR NANCY DEPREO

ATTEST: _____
Jeannie Klein, City Clerk

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



Office 228-222-4626
Fax 228-222-4390
www.Diamondhead.ms.gov

APPLICATION FOR ZONING CHANGE

CASE NO. 202300417

DATE 8-21-23

APPLICANT: MICHAEL D. CURE

APPLICANT'S ADDRESS: 106 YALBOROUGH PL. Waveland, Ms. 39576

APPLICANT'S TELEPHONE: (HOME) ⁽²²⁸⁾ 304-7157 (WORK) ⁽²²⁸⁾ 463-0050

PROPERTY OWNER: CURE LAND COMPANY LLC

MAILING ADDRESS: P.O. Box 44 LAKESTONE, MS. 39558

TELEPHONE NUMBER: (HOME) ⁽²²⁸⁾ 304-7157 (WORK) 228-463-0050

TAX ROLL PARCEL NUMBER: # 132-A-2-03-028

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: _____

5410 GEX DRIVE

ZONING CHANGE (FROM) C-1 (TO) R-3

STATE PURPOSE OF REZONING: CONDOMINIUM DEVELOPMENT

STATEMENT OF UNDERSTANDING

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

The application fee of ~~\$600.00~~ ^{200.00} must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

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

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

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

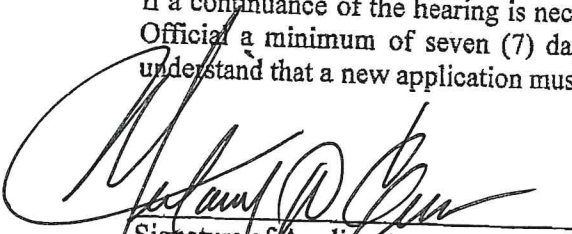
That all required attachments have been provided to the City of Diamondhead.

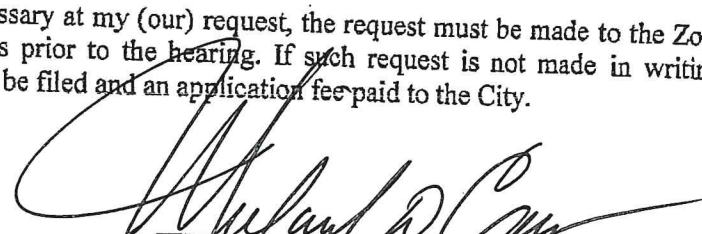
That additional information may be required by the Planning Commission prior to final disposition.

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

The Public Hearing will be held on 9/24/23 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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


Signature of Applicant


Signature of Property Owner

_____ For Official Use Only _____

- ~~\$600.00~~ ^{200.00}
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owners NA ()

- Application Signed
- Written Project Description
- Drainage Plan NA ()
- Notarized Statement NA ()

January 11, 2023

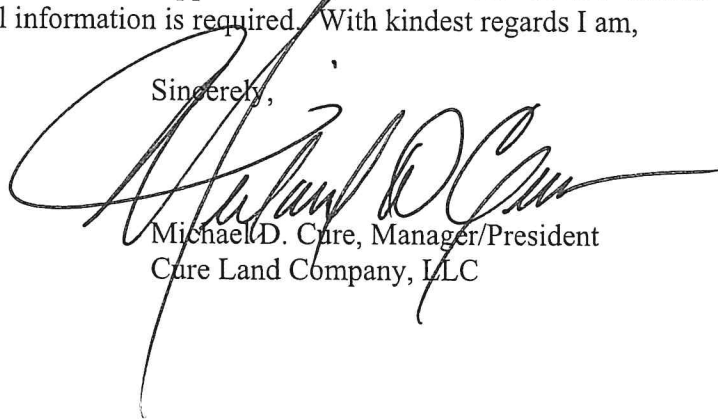
City of Diamondhead, Mississippi
ATTN: Planning and Zoning
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Developer: Carlene Alfonso, and/or Assigns
Property: Pt. (8.72 ac) JOHN B. LADNER CLAIM, Sec. 13, Ts. 8-S, R. 14-W,
Diamondhead, Hancock Co., MS
Parcel No.: 132A-2-03-028.000
Address: 5410 Gex Drive (n/k/a Diamondhead Drive North)

To whom it may concern:

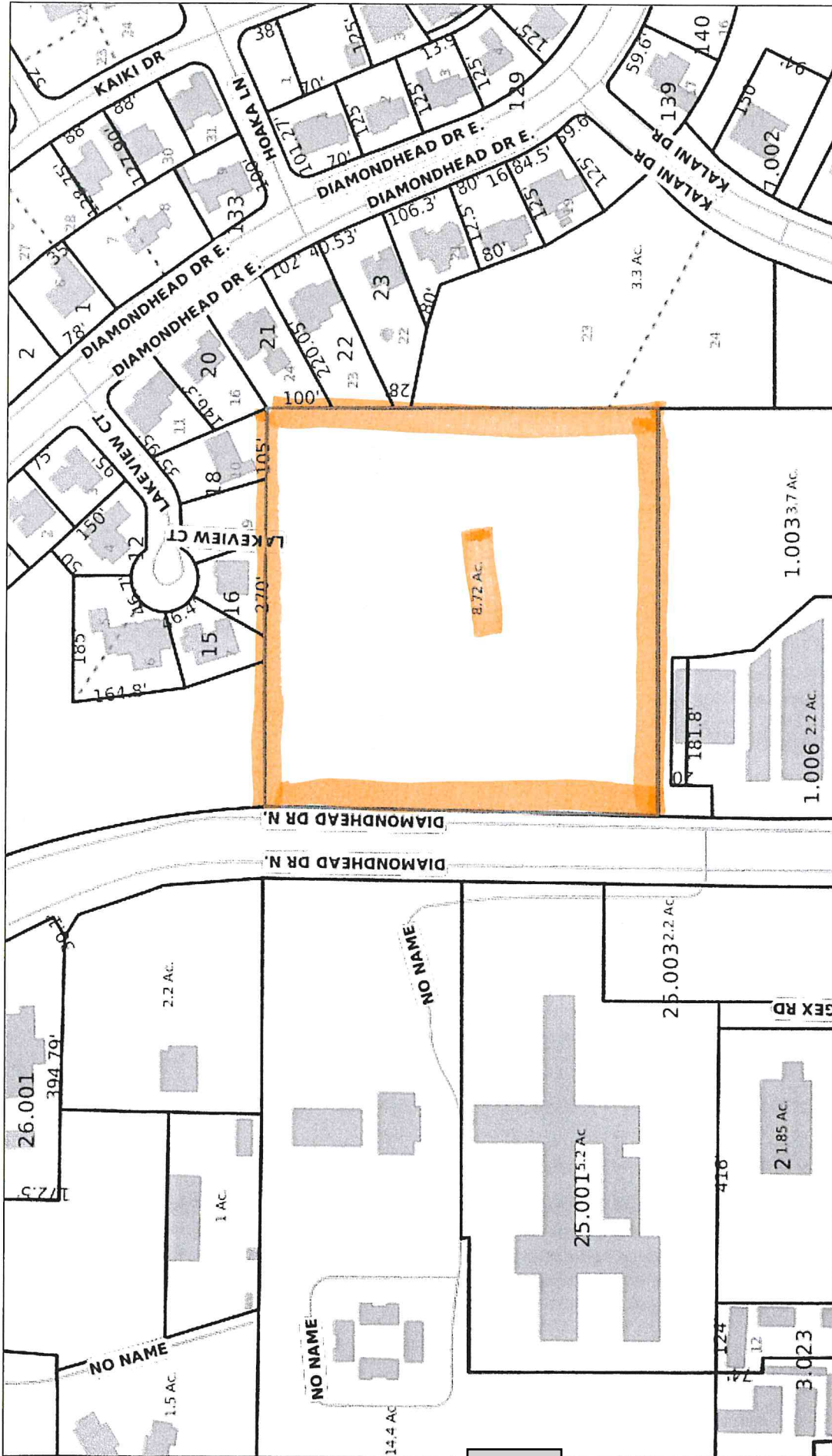
Please be advised that the above-named Developer is presently in the process of negotiating an agreement with Cure Land Company, LLC, as owner of the above-referenced property, which I represent herein as Manager/President. Such agreement involves the purchase and/or development of said property which will be made contingent on certain matters, including approval by the City of Diamondhead for the intended use and/or change to the current zoning. Please accept this correspondence as proof of the pending agreement with the Developer, and for authorization for the Developer to act on behalf of the Company. Such shall include, but not be limited to, the authority to make application, on behalf of Cure Land Company, LLC for approval by the City for such use and/or zoning change, and to represent the company in regard to such application before the City of Diamondhead and/or any other entities, departments, boards, or commissions from which approval must be obtained. Please contact me with any questions, or if additional information is required. With kindest regards I am,

Sincerely,

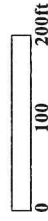


Michael D. Cure, Manager/President
Cure Land Company, LLC

Geoportal Map



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



DIAMONDHEAD CONDOMINIUM
ZONING REQUEST CHANGE FROM C-1 TO R-3
REQUIRED ITEMS
August 11, 2023

- i. Zoning request from C-1 to R-3/ATTACHED.

- ii. The attached Site plan shows the location of the proposed site of 8.31 acres located on Diamondhead Drive North (Gex Drive) with a 3-4 story residential condominium structure of 58 units with parking garage for 30 cars/golf carts with a total of 119 additional parking spaces/ATTACHED.

- iii. It is estimated that construction will begin in 2024 and be completed in the 2025 or the early spring of 2026.

- iv. The proposed 58 unit luxury condominium development will be located adjacent to Gex Drive buffered from Gex Drive by existing wetlands which will be left intact with the exception of an entry drive. The attractiveness of the wetlands and the existing lake will not be altered but will be insured by the site planning being proposed. A 20ft landscaped buffer is proposed on the perimeter of the site. Landscaping reflective of the wetlands will be incorporated in the community as a buffer. Further a nature preserve with walking trail will be designed to further buffer the adjacent/existing single family residences. This buffer will surround the development to provide attractive privacy and screening for both the condominium residents and adjoin residential and commercial properties. Our proposed condominium development's, existing site consists of 8.72 acres located at 5410 Gex Drive. The property is adjacent to the main entrance road into Diamondhead and is surrounded by commercial structures and C-1 zoning, as well as R-3 residential. The condominium property is roughly one half wooded wetlands and one half cleared uplands that as immediately adjacent to property zoned C-1 (vacant land) and R-3 (land developed). The wetlands are a tremendous asset to both Diamondhead and the condominium development the developer will not develop or intrude into the wetlands with the exception of building an entry drive adjacent to a portion of the wetlands and were previously filled.

- v. The proposed zoning charge from C-1 to R-3 allows for a condominium community of 8 units per acre. This zoning change allows for the development of a condominium community which matches the recommendations of future land use as identified in ENVISION DIAMONDHEAD 2040 (a plan for long term future and sustainable development adopted by the City Council July, 2021).

DIAMONDHEAD CONDOMINIUM
ZONING REQUEST CHANGE FROM C-1 TO R-3
REQUIRED ITEMS/page 2
August 11, 2023

The existing zoning of C-1 allow development of use by right without planning oversight of some uses that may not or are not compatible with adjoining single family residences. It is acceptable planning practice to provide a transitional zone or buffer zone of multifamily land use between residential and additional residential commercial developments. This zoning “step down” insures the viability of adjacent single family residences. The developer is are proposing to build a Condominium Community on this property located between the properties zoned C-1, General Commercial, and R-3, Low Density Single Family Residential Homes. Between these two zoned districts, Standard Planning Practices would expect a transitional zone or transitional development to provide a development Buffer zone to protect integrity of the existing Residential Homes from the C-1 uses that I Have listed above.

The current zoning (C-1) allows by “use by right” some of the following land uses. These uses do not require planning oversight as implied by “use by right”.

Under C-1 Zoning

- Bowling Alley
- Cabinet Shop
- Construction Office
- Feed & Seed Store
- Furniture Store
- Grocery Store
- Landscape Garden Sales
- Parking Garage
- Pest Control
- Short Term Rental
- Restaurant
- Seafood Shop
- Water Elevated Store (Water Tank)

The addition of the condominium community will increase the housing opportunities of residents either moving into Diamondhead or wishing to move from Apartment or single family homes within Diamondhead. The appeal of Diamondhead continues to increase as additional residential and as commercial development increases; this condominium as additional residential and allow

DIAMONDHEAD CONDOMINIUM
ZONING REQUEST CHANGE FROM C-1 TO R-3
REQUIRED ITEMS/ Page 3
August 11, 2023

Condominium it’s residents to walk to current and proposed downtown shopping opportunities. The condominium units will serve a population wanting to reside in Diamondhead but are not interest in rental apartments or single family residences with individual yards & structures requiring upkeep and maintenance. The proposed zoning charge would positively affect adjoining residential properties by providing a buffer from future commercial development. Again to protect the “Character “of existing neighborhood there should be a step down of transitioning zoning from the C-1 zoning down or transition in zoning from C-1 zoning to R-3, then down to the R-1 zoning. Again transitional zoning is standard zoning practice. Secondly, we believe that there is A “Public Need” for owner occupied permanent market rate housing in this area.

When you consider the uses allowed by right by the current zoning ordinance, along with uses allowed by Planning Commission and by Conditional Use. This condominium development would provide those businesses with a regular and consistent client base that could request those businesses from a walking distance!

- vi. The incorporation of the land use proposed as a outlined in ENVISION DIAMONDHEAD 2040, changing the existing land use from C-1, general commercial, to R-3, high density single family, will allow the addition of a high end residential community along Diamondhead Drive North (GEX-Drive) is which is consistent with the overall master plan and will prevent the intrusion of commercial development that could result in lower residential property values.
- vii. -Tax Parcel Map/Attached.
- viii. As previously stated the zoning change from C-1 (commercial) to R-3 (condominium residential) will provide another type of housing for people desiring to live in Diamondhead. We have designed the development so that the structure is architecturally appealing and consistent with Design Standards of the City of Diamondhead, ENVISION DIAMONDHEAD 2040. Significant green space has been preserved on site and we have provided for a large landscape buffer between our developments to provide added protection for the single family neighborhood. In every aspect of our design we have made every effort to comply with the Master Plan for the City of Diamondhead, but also with standard zoning practices that compliment the surrounding area while protecting the single family residential neighborhood.

DIAMONDHEAD CONDOMINIUMS

DIAMONDHEAD, MISSISSIPPI

PROJECT

SHEET TITLE
SITE PLAN

DRAWING STATUS
 PRELIM DES. CODE REV.
 DES. REV. CONST. DOC.
DATE: 04-12-23

DRWN. T.H.
CHKD. F.G.

FILE

SHEET
A1.00
OF



I am a duly Licensed Professional Engineer in the State of Mississippi and I hereby certify that I am the author of the design and calculations shown on this drawing and that I am a duly Licensed Professional Engineer in the State of Mississippi.

REVISIONS	
NO.	DATE

BASEMENT UNIT COUNT:	
1 BDRM	= 0
2 BDRM	= 5
3 BDRM	= 2
TOTAL	= 7

FIRST FLOOR UNIT COUNT:	
1 BDRM	= 6
2 BDRM	= 7
3 BDRM	= 4
TOTAL	= 17

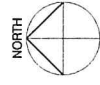
SECOND FLOOR UNIT COUNT:	
1 BDRM	= 6
2 BDRM	= 7
3 BDRM	= 4
TOTAL	= 17

THIRD FLOOR UNIT COUNT:	
1 BDRM	= 6
2 BDRM	= 7
3 BDRM	= 4
TOTAL	= 17

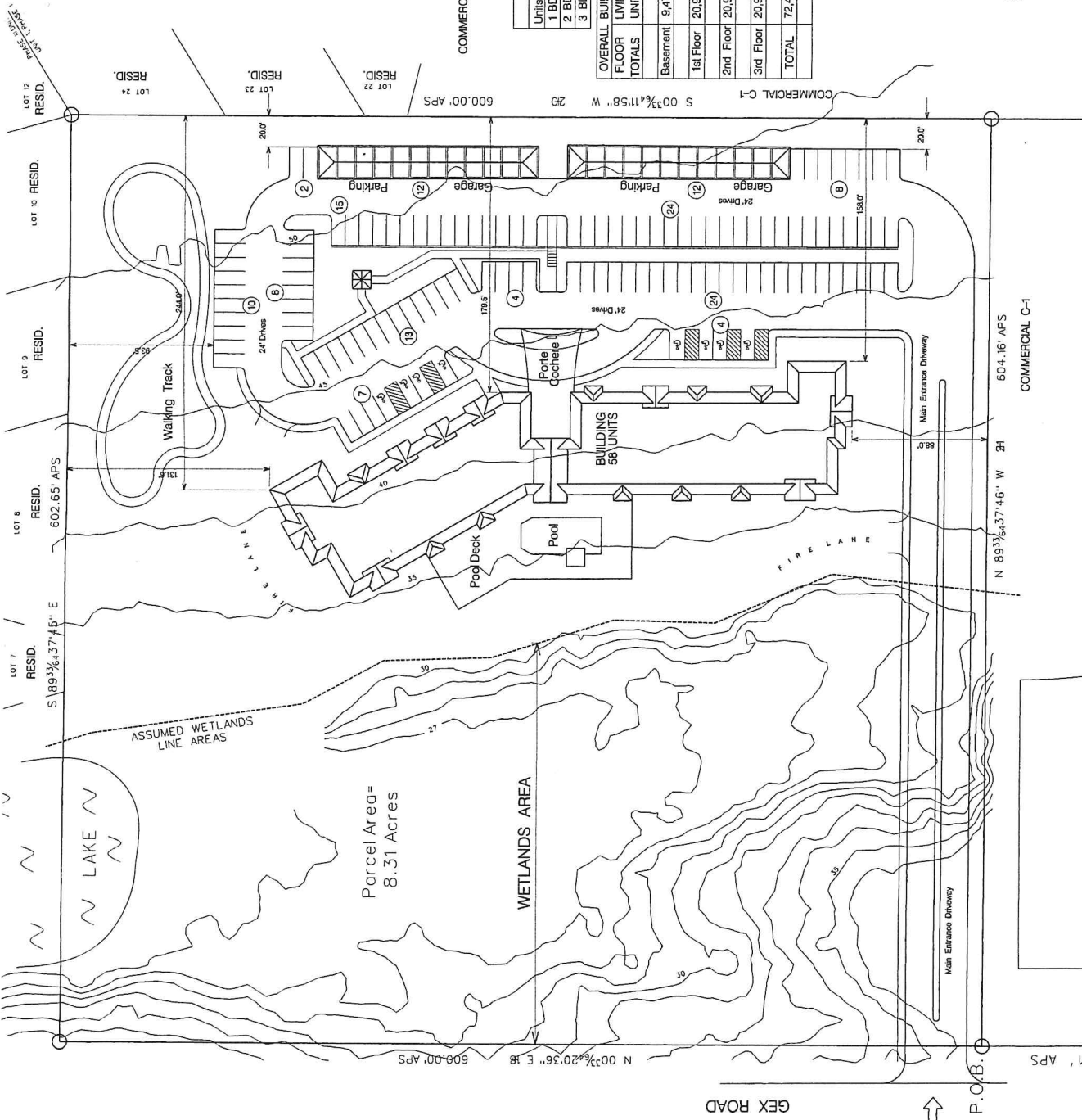
139 PARKING SPACES	
1 BEDROOM UNITS	0
2 BEDROOM UNITS	5
3 BEDROOM UNITS	2
TOTAL	7
1 BDRM	6
2 BDRM	7
3 BDRM	4
TOTAL	17
1 BDRM	6
2 BDRM	7
3 BDRM	4
TOTAL	17
1 BDRM	6
2 BDRM	7
3 BDRM	4
TOTAL	17

SQUARE FOOTAGE CALCULATION			
Units	Inside	Heat-Cool	Balcony Total Footprint
1 BD.	730.5	149	931
2 BD.	1,015	107	1,182
3 BD.	1,525	176	1,784

OVERALL BUILDING SQUARE FOOTAGE CALCULATIONS			
FLOOR	LIVING UNITS	COMMON STOR. AREAS	MAINT. AREAS
Basement	9,478	5,532	5,955
1st Floor	20,996	6,064	0
2nd Floor	20,996	5,302	0
3rd Floor	20,996	5,377	0
TOTAL	72,466	22,275	5,955



SITE PLAN
1" = 30'



REVISIONS	NO.	DATE:

FRANK GWIZDER JR. ARCHITECT
 168 S. JAMES ST.
 SUITE 200
 JACKSON, MISSISSIPPI 39201
 TEL: 601.577.2264
 FAX: 601.577.2265

DISCLAIMER:
 THE ARCHITECT'S RESPONSIBILITY IS TO PREPARE ARCHITECTURAL DRAWINGS THAT ACCURATELY REPRESENT THE DESIGN INTENT OF THE ARCHITECT. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS, NOR DOES THE ARCHITECT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT.

DIAMONDHEAD CONDOMINIUMS
 DIAMONDHEAD, MISSISSIPPI

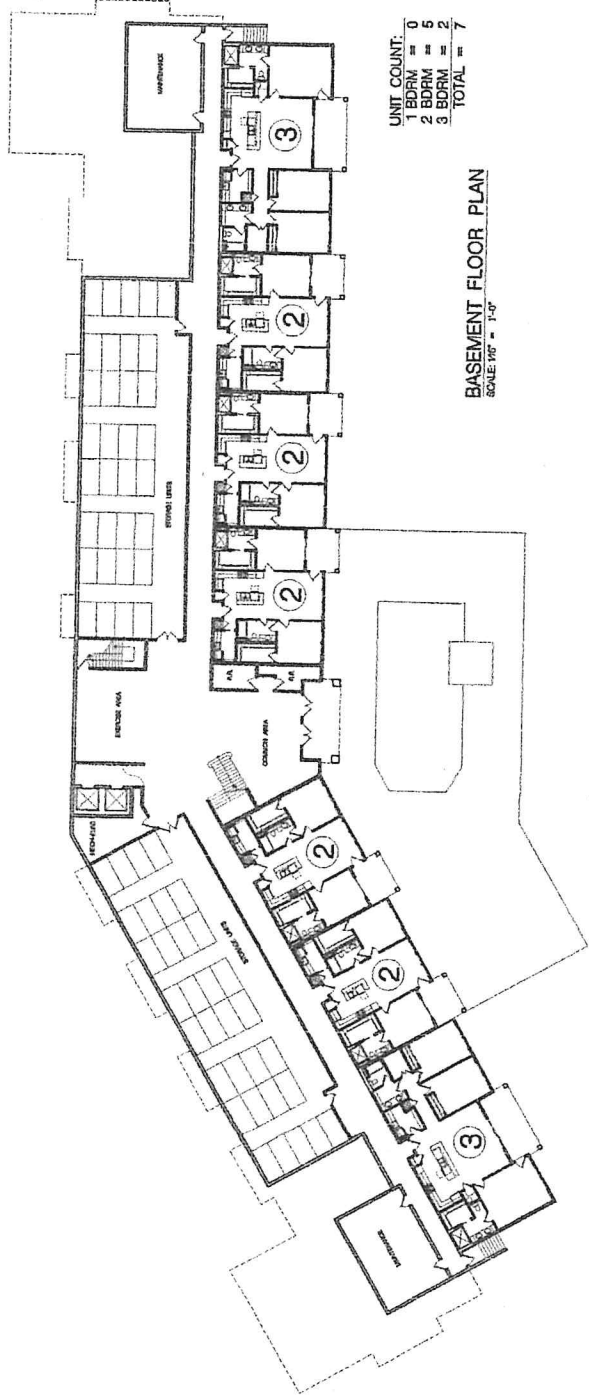
SHEET TITLE:
 BASEMENT & FIRST FLOOR PLANS

DRAWING SUBMITTAL STATUS:
 PRELIM. DES. SCHEM. REV.
 DESIGN. DEV. CONST. DOC.
 DATE: 06-12-23

DATE: 06-12-23
SCALE: TYP.
DATE: TYP.
SCALE: TYP.

Item No. 3.

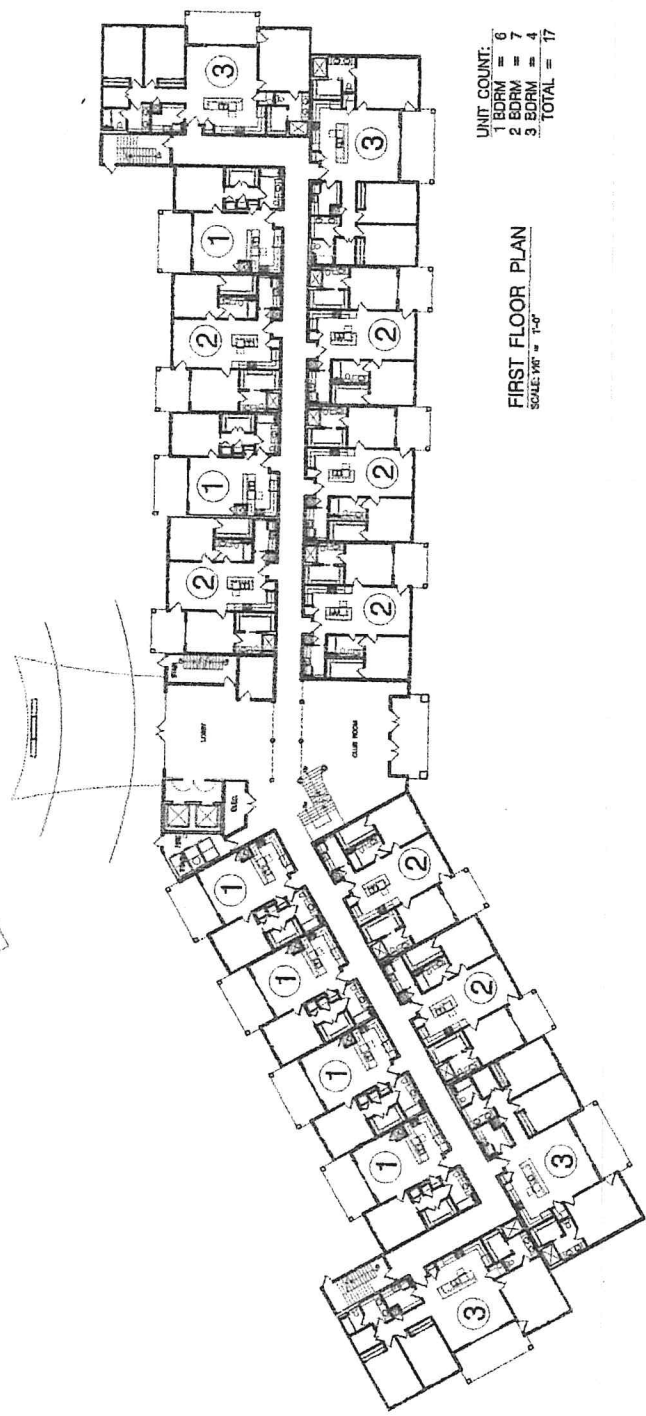
A2.



UNIT COUNT:

1 BDRM	=	0
2 BDRM	=	5
3 BDRM	=	2
TOTAL	=	7

BASEMENT FLOOR PLAN
 SCALE: 1/8" = 1'-0"



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
TOTAL	=	17

FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"

REVISIONS	NO.	DATE:

FRANK GEVNER JR. ARCHITECT
 200 N. LAMAR ST.
 SUITE 1000
 MEMPHIS, TN 38103
 TEL: 901.525.1234

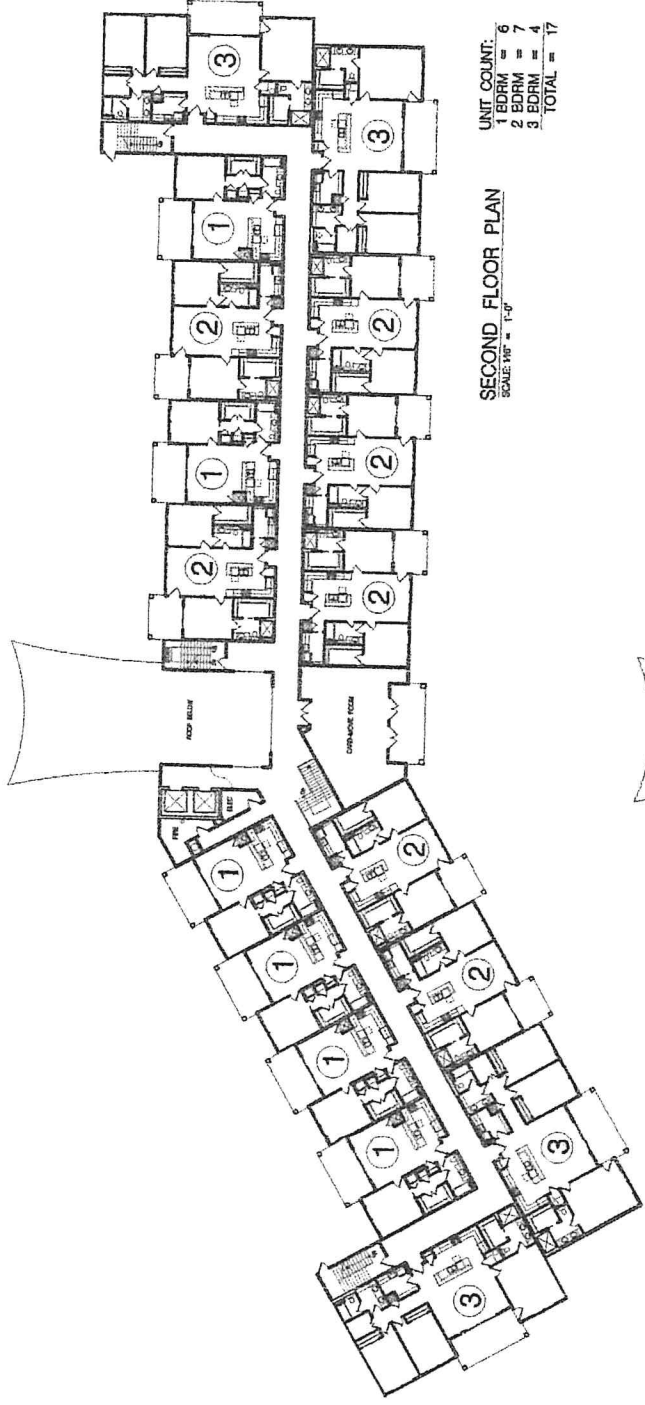
DISCLAIMER
 THE ARCHITECT HAS PREPARED THESE PLANS TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND HAS NOT CONDUCTED A SURVEY OF THE SITE. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY CONDITIONS ON THE SITE THAT WOULD AFFECT THE DESIGN OF THE PROJECT. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY CONDITIONS ON THE SITE THAT WOULD AFFECT THE DESIGN OF THE PROJECT. THE ARCHITECT HAS NOT BEEN ADVISED OF ANY CONDITIONS ON THE SITE THAT WOULD AFFECT THE DESIGN OF THE PROJECT.

PROJECT: **DIAMONDHEAD CONDOMINIUMS**
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE: **SECOND & THIRD FLOOR PLANS**

DRAWING SUBMITTAL STATUS:
 PRELIM DES CODE REV DEL. REV. NO. CONST. DOC.
 DATE: 04-12-23
 DRAWN: TFL
 FILE NO.: FGL
 SHEET NO.: A3.3

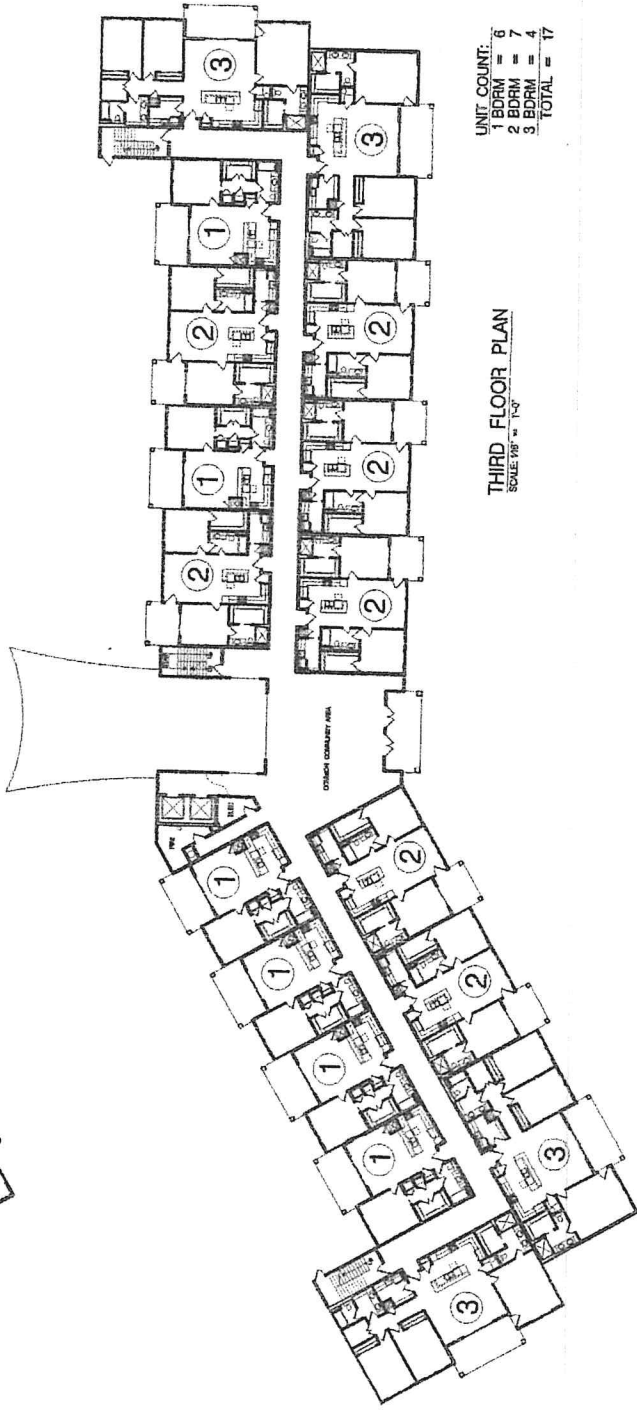
Item No. 3.



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
TOTAL	=	17

SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
TOTAL	=	17

THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"

REVISIONS	NO.	DATE:


FRANK GEIZER JR. ARCHITECT
 16 S. Lake St.
 383772354

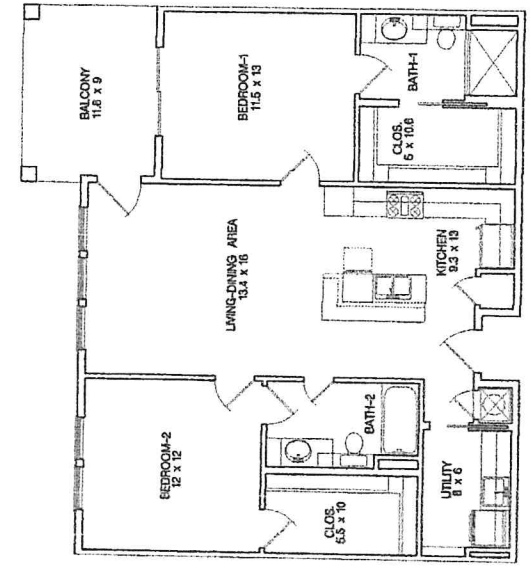
THE OWNER WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES.

DIAMONDHEAD CONDOMINIUMS
 PROJECT:

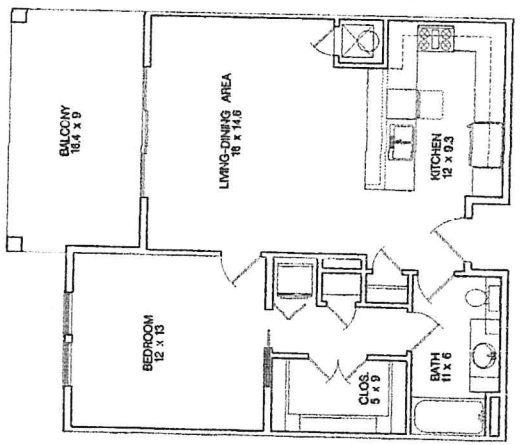
UNIT FLOOR PLANS
 SHEET TITLE:

A4.
 Item No. 3.
 DATE: 01-12-23
 DRAWN: T.H.
 ORCD: F.G.L.
 FILE:

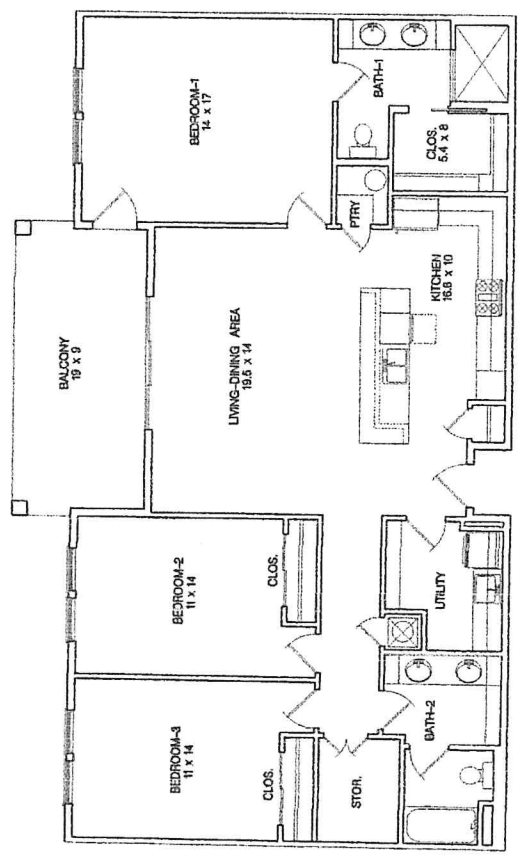
UNLAWING SUBSTITUTIONS
 PRELIM. DES. CODE REV.
 DES. DEV. CONST. DOC.
 DATE: 01-12-23



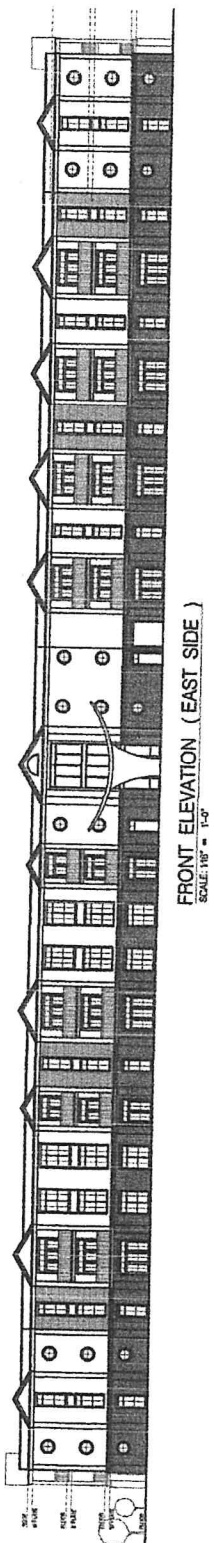
① 1 BEDROOM UNIT PLAN
 SCALE 1/8" = 1'-0"
 730.5 s.f. Inside Heat-Cool
 742 s.f. Outside Heat-Cool
 107 s.f. Balcony
 1,580 s.f. Total Unit Area



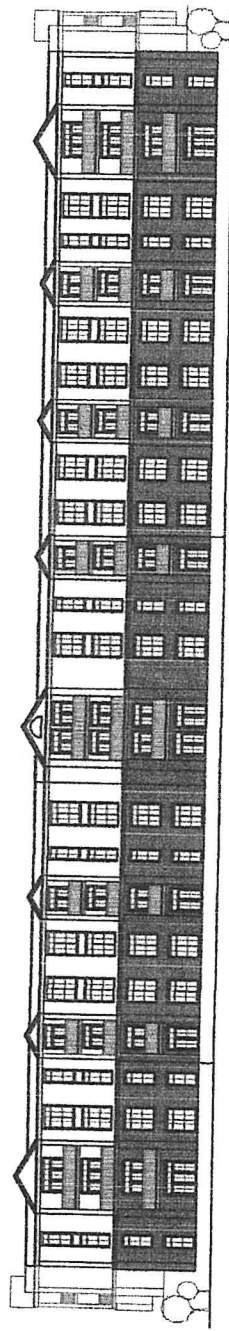
② 2 BEDROOM UNIT PLAN
 SCALE 1/8" = 1'-0"
 1,015 s.f. Inside Heat-Cool
 1,075 s.f. Outside Heat-Cool
 178 s.f. Balcony
 1,784 s.f. Total Unit Area



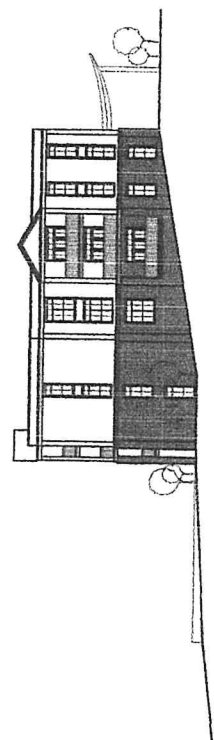
③ 3 BEDROOM UNIT PLAN
 SCALE 1/8" = 1'-0"
 1,525 s.f. Inside Heat-Cool
 1,605 s.f. Outside Heat-Cool
 178 s.f. Balcony
 1,784 s.f. Total Unit Area



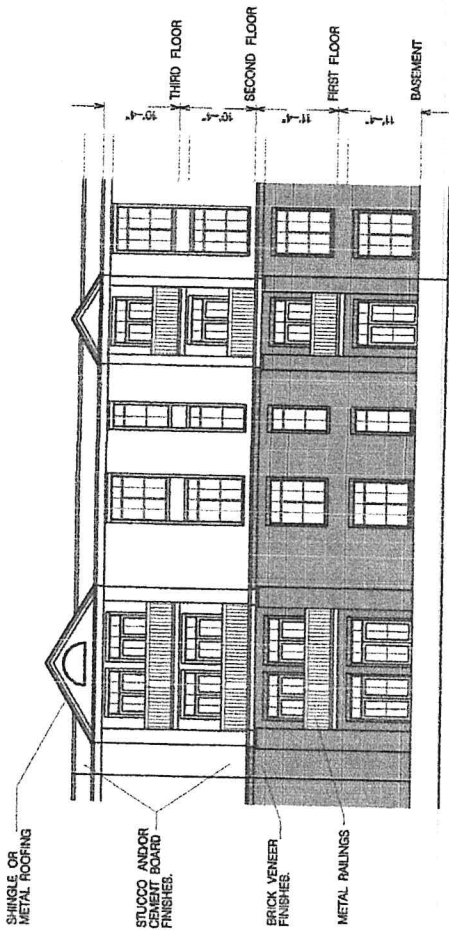
FRONT ELEVATION (EAST SIDE)
SCALE: 1/8" = 1'-0"



REAR ELEVATION (WEST SIDE)
SCALE: 1/8" = 1'-0"



TYPICAL SIDE ELEVATIONS
SCALE: 1/8" = 1'-0"



ENLARGED TYPICAL ELEVATION STYLE
SCALE: 1/8" = 1'-0"

NO.	DATE	REVISIONS

FRANK GEIZER JR. AIA
Architect
 200 N. LUGG BL.
 SUITE 100
 MEMPHIS, TN 38104

DISCLAIMER:
 THIS DRAWING IS THE PROPERTY OF FRANK GEIZER JR. ARCHITECT AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FRANK GEIZER JR. ARCHITECT. THE USER OF THIS DRAWING AGREES TO HOLD FRANK GEIZER JR. ARCHITECT HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DRAWING.

PROJECT:
DIAMONDHEAD CONDOMINIUMS
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE:
EXTERIORS

DRAWING SUBMITTAL STATUS:
 PRELIM. DES. CODE REV.
 LOSS. REV. GR. CONST. DOC.
 DATE: 04-15-23

DRAWN: T.J.L.
 CHK'D: F.A.J.
 FILE:

SHEET:
A5.
 Item No. 3.



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: September 27, 2023

SUBJECT: Cure Land Company, LLC, Rezone Request

Cure Land Company, LLC, represented by Carlene Alfonso requested to rezone a parcel from C-1 to R-3 to accommodate a condominium development. The staff recommended and the Planning Commission approved rezone to Town Center Mixed Use (TCMU) based on the following:

TCMU district is in zoning ordinance.

4 story condos are allowed in this district as mid-rise dwellings.

Staff will introduce the C-1 rezoning plan in September. This parcel is identified as TCMU.

Follows Comprehensive Plan recommendation.

The Planning & Zoning Commission voted 4-0 to recommend the rezone.



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

STAFF REPORT TO PLANNING COMMISSION

DATE: September 26, 2023

CASE FILE NUMBER: 202300417

APPLICANT: Cure Land Company, LLC / Carlene Alfonso

TAX PARCEL NUMBER: 132A-2-03-028.000

PHYSICAL STREET ADDRESS: 5410 Gex Drive

ZONING DISTRICT: C-1 General Commercial

TYPE OF APPLICATION: Zoning Change

NATURE OF REQUEST: Change the current zoning from C-1 (General Commercial District) to R-3 (High Density Single Family Residential) to build a 58-unit condominium development. The parcel of property is generally described as being bounded on the west by Diamondhead Drive North, the north by the Duck Pond and Lakeview Court, the east by Diamondhead Drive East and Prestige Properties and the south by Universal Storage and a vacant parcel owned by Tara Corp. The parcel of property is legally described as 8.72 Acre Pt. J B Ladner Claim 13-8-14.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: September 26, 2023

ACTION BY THE PLANNING COMMISSION:

FINDINGS: This ordinance, including the zoning map, is based on comprehensive planning studies, and is intended to carry out the objectives of a sound, stable and desirable environment. It is recognized that casual amendments of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

- A. Error: There was an error in the initial zoning of the property as it was brought into the city.
- B. Change in Condition: Changed or changing conditions in a particular area in the city or metropolitan area generally, resulting from changes in population, both of the area

proposed to be rezoned and in the surrounding areas, or changes in existing road patterns or traffic, including traffic volumes, and also including the development of new roadways in the vicinity.

- C. Changes in whatever is classified as the "neighborhood" (which may not necessarily be limited to that of a relatively concise area), and which may include changes in population, development trends, and the existing character of nearby property and/or changes that have occurred in the character of nearby property.

RECOMMENDATION TO PLANNING COMMISSION: To approve the rezoning to Town Center District Mixed Use (TCMU).

The staff recommends the rezoning based on the following findings of fact.

- A. There have been changes in conditions which are identified in the comprehensive plan. Per the comprehensive plan, Envision Diamondhead 2040, the Town Center District and mixed-use subdistrict were added to the Zoning Ordinance in August 2020. This parcel is one which has been identified as mixed use. The comprehensive plan also identified the need for additional housing options for those not interested in single-family detached homes. The proposed development will qualify as a mid-rise dwelling.

Agenda Item #2023- 408

City of Diamondhead, MS
Request for Council Action

TO: Members of Council
FROM: Mayor Depreo

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

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

REQUIRED SIGNATURES

REQUESTED BY:
City Manager:
City Attorney:

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

SPECIAL ELECTION

On December 5, 2023, Councilmember Chuck Clark -Ward 4 resigned his position to fulfill obligations as Hancock County Board of Supervisor District 3 Elect thereby resulting in a Ward 4 City Council vacancy and necessitating the need to hold a Special Municipal Election of the Ward 4 residents to fill said vacancy in Ward 4;

IT IS HEREBY DECLARED AND ORDERED THAT:

The Ward 4 City Council is vacant and pursuant to Mississippi Code Annotated Section 23-15-857, on January 30, 2024, a special municipal election is hereby ordered to be held Ward 4 in the City of Diamondhead, Hancock County, Mississippi, for the purpose of electing a qualified candidate to fill the position Ward 4 Councilmember for the City of Diamondhead, Mississippi.

IT IS FURTHER ORDERED THAT:

Candidates for the office of Ward 4 Councilmember are required by law to qualify by 5:00 p.m. at least twenty (20) days (January 10, 2024) prior to the set date for the said election. Each candidate shall qualify by Petition filed with City Clerk, which Petition shall be signed by not less than fifty (50) qualified electors of City of Diamondhead, Mississippi Ward 4. No qualifying fee shall be required of any candidate.

If no candidate of the City of Diamondhead in said special election receives a majority of the votes cast therein, the two candidates receiving the highest number of votes shall have their names placed on the ballot for a run-off election to be held three (3) weeks thereafter on February 20, 2024.

So, **RESOLVED, ORDERED AND DIRECTED** by the City Council of the City of Diamondhead, Mississippi that Ward 4 City Council is vacant and a special election of the City of Diamondhead, Mississippi Ward 4 shall be held on Tuesday, January 30, 2024.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted on 19th December 2023 by the following roll call vote:

	Aye	Nay	Absent	
Mayor Depreo	_____	_____	_____	
Councilmember Finley	_____	_____	_____	
Councilmember Liese	_____	_____	_____	seal
Ward 3 Cumberland	_____	_____	_____	
Ward 4 Vacant	_____	_____	_____	
Councilmember Maher	_____	_____	_____	

Mayor Nancy C. Depreo,

Attest: _____
Jeannie Klein, City Clerk

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO QUITCLAIM, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY TO THE RIGHTFUL OWNERS, MARY E. SIMONS AND STEVEN B. SIMONS

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

1. The City routinely accepts donated property from landowners for preservation, drainage and greenspace.
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. Previously, the City accepted the donation of certain lots 9 and 10, Block 4, Unit 7A, Diamondhead Phase 2 by a resident who had previously granted her interest in the property to the Diamondhead Country Club and Property Owners Association, Inc.; therefore, the resident did not have the authority or interest in said lots to donate them to the City.
4. The City, through legal counsel, engaged a title opinion to confirm that the attempted dedication of the lots to the City was in error and, therefore, does not now and has not ever had a proper legal interest to the aforementioned lots. The City intends to correct this error and is legally bound and authorized to quitclaim the lots to the rightful owners.

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

SECTION 1. That the Governing Body of the City accepts and makes the findings as set forth herein above.

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

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

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

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2023.

Nancy Depreo, Mayor

ATTEST:

CITY CLERK

(SEAL)

INDEXING INSTRUCTIONS: Lots 9 and 10, Block 4, Unit 7A, Diamondhead, Phase 2, Hancock County, Mississippi

GRANTOR:

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

Prepared by and Return to:

Derek R. Cusick, Esq.
MSB #10653
Cusick & Williams, PLLC
1414 25th Avenue
Post Office Box 4008
Gulfport, MS 39502
(228) 206-3819

GRANTEE:

Mary E. Simons and Steven B. Simons
8926 Maili Way
Diamondhead, Mississippi 39525
(228) 343-8991

TITLE NOT EXAMINED

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

QUITCLAIM DEED

FOR AND IN CONSIDERATION the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, CITY OF DIAMONDHEAD, MISSISSIPPI, does hereby sell, convey, and quitclaim unto MARY E. SIMONS AND STEVEN B. SIMONS, the following described real property, lying and being situated in the Hancock County, Mississippi, to-wit:

Lot 9 and 10, Block 4, Unit 7A, Diamondhead, Phase 2, according to the map or plat thereof on file and record in the office of the Chancery Clerk of Hancock County, Mississippi.

This conveyance is made subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

Taxes for the current year are assumed by the Grantee.

WITNESS my signature on this the ____ day of _____, 2023.

Nancy Depreo, Mayor
City of Diamondhead, Mississippi

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 202__, within my jurisdiction, the within named Mayor Depreo, who acknowledged that she executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned after first having been authorized by Resolution of the City Council of the City of Diamondhead.

[Seal]

NOTARY PUBLIC

The Casano Law Firm, P.A.
4403 West Aloha Drive, Diamondhead, MS 39525
Phone (228) 255-0035 Fax (228) 255-0078

City of Diamondhead
Re: Title Opinion
File: 23-0862
Lots 9 & 10 Unit 7A Phase 2

CERTIFICATE OF TITLE

I, the undersigned attorney at law, do hereby certify that I have this date made a careful examination of the land records of Hancock County, Mississippi, as same pertain to the following described lands, to-wit:

Lots 9 and 10, Block 4, Unit 7A, Diamondhead, Phase 2, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.

My title examination covered the period from Plat up to 12/07/2023 at 8:00 a.m., and this title examination is limited to matters affecting title to subject property during such period of time.

And based on said examination, it is my opinion that "clouded" title to subject property is vested this date in the following:

Mary E. Simons and Steven B. Simons

I further certify that County Ad Valorem Taxes for the year 2023 are EXEMPT for Parcel No 0677J-3-36-010.000 to the Hancock County Tax Collector, other than the taxes stated there are now no taxes or special assessments due and payable, except as set forth herein; that there are no judgments of record against said owners, except as set forth herein; that there are no deeds of trust or other encumbrances of record against said property, except:

1. The accrued portion of the 2023 Ad Valorem Taxes which are not due and payable until January 2024.
2. Rights of parties in possession, unrecorded servitude or easements, land shortages, boundary line disputes, and all matters, facts and conditions, including lack of access, which an accurate survey and inspection of the premises would reveal.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. All applicable city and county zoning use and occupancy ordinances and regulations, and all applicable building code requirements.
5. The accuracy of the Sectional and/or Subdivision Index Records, and other records of the Chancery Clerk of Hancock County, Mississippi, and of those records maintained by the Circuit Clerk, Tax Collector and Tax Assessor of Hancock County, Mississippi.

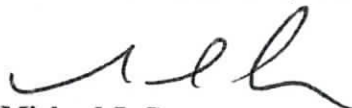
6. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, all oil, gas, sand, gravel, and all other mineral in, on and under subject property.
7. Any federal tax liens not of record in the office of the Chancery Clerk of Hancock County, Mississippi.
8. This certificate attempts to make no statement as to the effect of the Consumer Credit Protection Act, bankruptcy laws, or any other state or federal truth in lending laws and all federal and state environmental laws.
9. Whether or not the documents in the chain of title were executed on a Sunday or legal holiday or were executed to or from a party of sound and disposing mind and memory, or a nonexistent corporation, person or entity.
10. This Certificate of Title is based on the assumption that all parties in the above referenced chain of title were above the age of twenty-one (21) years and under no further legal disabilities at the time of the execution and delivery of the various instruments contained in said chain of title.
11. Any and all valid existing rights of way and easements for public utility lines road and highways.
12. In addition to the matters set out herein above, the undersigned expresses no opinion concerning the presence or absence of any petroleum products, toxic or hazardous substances within the meaning of any federal, state or local laws or regulations having been stored or existing in, on or under any portion of the above-described property.
13. This opinion does not certify the quantity of square footage or acreage of the property.
14. Subject to that Plat recorded in Instrument 4 Page 55 in the office of the Chancery Clerk of Harrison County, Mississippi with 5' side yard easements and 10' front & rear easements.
15. Subject to those Covenants recorded in Instrument X-9 Page 518, amended in Book Y-3 Page 270 in the office of the Chancery Clerk of Hancock County, Mississippi.
16. Zoning Restrictions recorded in Book BB248 Page 829 in the office of the Chancery Clerk of Hancock County, Mississippi.
17. Certification and Notice of Corporate Action by Diamondhead POA, Inc. recorded in Book 2010 Page 13851 in the office of the Chancery Clerk of Hancock County, Mississippi.
18. Subject to that Agreement recorded in Book BB160 Page 25 in the office of the Chancery Clerk of Hancock County, Mississippi. Lots 9 & 10 are considered a single lot for assessments.
19. Special Warranty Deed executed by Diamondhead Country Club and POA, Inc. unto Mary E. Simons and Steven B. Simons dated 05/24/2021 filed 06/03/2021 recorded in Book 2021 Page 8685 in the office of the Chancery Clerk of Hancock County, Mississippi.
20. Deed of Dedication executed by Laurie A. Henry aka Laurie A. Henry-Fouts unto The City of Diamondhead dated 01/07/2022 filed 04/07/2022 recorded in Book 2022 Page 5451 in the office of the Chancery Clerk of Hancock County, Mississippi. (This deed serves as a "wild deed" as Grantor had previously executed a Quitclaim Deed to Diamondhead Country Club and POA, Inc. dated 05/24/2021. This Quitclaim Deed was not recorded until 2023. The intent of the deed was clearly for the Grantor to divest themselves of title to the subject property, although the undersigned is unaware of the facts regarding notice to others and/or the delay in recording. Either a Quitclaim Deed from the City of Diamondhead to Mary E. Simons and Steven B.

Simons is necessary to cure this “cloud,” or a Quiet Title Action naming the City of Diamondhead would be necessary).

- 21. Quitclaim Deed executed by Laurie A. Henry aka Laurie A. Henry-Fouts unto Diamondhead Country Club and POA, Inc. dated 05/24/2021 recorded in Book 2023 Page 17874 in the office of the Chancery Clerk of Hancock County, Mississippi. (See explanation in paragraph 20, above).
- 22. A Quitclaim Deed or successful Quiet Title Action is necessary as described in Paragraph 20, above.
- 23. This certificate of Title is only to be relied upon by the addressee herein and such information contained in this opinion may not be disseminated, used or relied upon by any other persons, as a basis of any other subsequent opinion that may be rendered as to the good and merchantable title of the above-described property, or for the issuance of Title Insurance.

WITNESS MY SIGNATURE, this the 13th day of December 2023.

The Casano Law Firm, P.A



Michael J. Casano

MJC/mf

RESOLUTION AUTHORIZING THE CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION, A CERTAIN EASEMENT LOCATED WITHIN THE CITY FOR CONSTRUCTION OF A WALKING TRAIL AND PIER

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 a certain easement for the construction of a walking trail and pier that is currently owned by Purcell Co., Inc.
2. The City is authorized to acquire property pursuant to Miss. Code Ann. §21-17-1.
3. Purcell Co., Inc. has expressed a willingness to donate the easement legally described in the Right of Entry and Permanent Drainage Easement attached hereto collectively as Exhibit “A” to this resolution
4. The City is willing to accept the aforementioned easement as a donation.

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 easement as it are 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 easement, for the City Manager to execute any necessary documentation to effectuate the acquisition of the subject easement and, for the Mayor 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 Liese	—	—	—
Councilmember Cumberland	—	—	—
Councilmember Maher	—	—	—
Mayor Depreo	—	—	—

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2023.

NANCY DEPREO, MAYOR

ATTEST:

CITY CLERK

(SEAL)

Grantor:

Purcell Co., Inc.
4401 E. Aloha Drive
Diamondhead, MS 39525
(228) 255-7773

Grantee:

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525
(228) 861-1765

Prepared by and Return to:

Derek R. Cusick, Esq.
Cusick & Williams, PLLC
1414 25th Avenue
Post Office Box 4008
Gulfport, MS 39502
(228) 324-2652

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**INDEXING INSTRUCTIONS
Part of Government Lots 1 and 2,
Section 3, Township 8 South,
Range 14 West, Hancock County,
Mississippi**

TITLE NOT EXAMINED

RIGHT OF ENTRY AND EASEMENT

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, the undersigned **Purcell Co., Inc.**, the owner of the property listed above (hereafter "**Owner**"), hereby grants a Right of Entry and an

Easement to **City of Diamondhead, Mississippi** (hereinafter "**City**"). The Easement shall be described as follows:

See survey and legal description attached hereto and made a part hereof as Exhibit "A".

Owner also hereby further grants a Right of Entry for the subject property to the City, its agents or assigns, for the construction and maintenance of said easement.

It is understood that the easement is to be used for the construction of a walking trail, kayak launch and pier for use by the public.

Owner hereby further agrees not to construct, plant or place anything within the Easement that will interfere with the City's easement rights. This Easement shall be limited to and for the exclusive use of City, its agents or assigns, for its public welfare needs; specifically, for a kayak launch.

It is further acknowledged that the Easement will terminate only upon any of the following conditions:

1. The abandonment of the Easement by the City; or,
2. The use of the Easement by the City for any other use than a walking trail, kayak launch and pier for use by the public.

The City represents to the Owner that the City has in place, and will continue to maintain during the above-referenced period, a contract with its insurance carrier, workers' compensation insurance, medical benefits insurance and other insurance required and sufficient to cover any personal injuries or property damage or other loss of any type and description that may occur to any person(s) or any property as a result of the right of entry to perform work on the easement property.

The City does hereby irrevocably and unconditionally agrees to hold harmless, defend, and indemnify the Owner and its parent, subsidiaries, affiliates, successors, and its and their past, present, or future directors, officers, employees, representatives, shareholders, agents, counsel, fiduciaries, and its or their respective heirs, executors, successors, assigns, or administrators, from and against any and all claims, demands, damages, liens, losses, expenses, legal fees, actions or causes of action, lawsuits and/or appeals, of any kind and character which may arise as a result of or relating to the right to perform work on the easement property, or the use of the property as a hiking trail, pier and/or kayak launch by the general public.

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

WITNESS our signatures on this the ____ day of _____, 20__.

PURCELL CO., INC.

By: _____
Artis E. James, Jr., President

CITY OF DIAMONDHEAD

By: _____
Jon McCraw, City Manager

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named **Artis E, James, Jr.**, who acknowledge that he is the **President of Purcell Co., Inc.**, and in said capacity he signed, executed, and delivered the above and foregoing instrument on the day and year therein set forth and mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the ____ day of _____, 20__.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, he undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named **Jon McCraw**, who acknowledged that he is the **City Manager of the City of Diamondhead, Mississippi**, and in said capacity he signed, executed, and delivered the above and foregoing instrument on the day and year therein set forth and mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the ____ day of _____, 20__.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

SURVEY DESCRIPTION:

COMMENCING AT A 1/2" IRON ROD IN A DITCH AT THE SOUTHERNMOST CORNER OF LOT 29, BLOCK 1, AMENDED PLAT OF UNIT 2, DIAMONDHEAD, PHASE 1, HANCOCK COUNTY, MISSISSIPPI AND RUN N25°25'15"W ALONG THE WESTERN LINE OF LOT 29 FOR 128.75 FEET TO A CAPPED 1/2" IRON ROD SET, AT THE POINT OF BEGINNING. THENCE RUN S88°00'05"W FOR 54.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S01°59'55"E FOR 36.71 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S88°00'05"W FOR 31.71 FEET TO THE CENTERLINE OF MONTJOY CREEK; THENCE RUN ALONG THE CENTERLINE OF MONTJOY CREEK THE FOLLOWING 6 COURSES: S43°41'39"E FOR 136.63 FEET, S63°36'02"E FOR 170.76 FEET, N86°38'54"E FOR 203.63 FEET, N79°55'46"E FOR 273.33 FEET, N72°52'07"E FOR 327.00 FEET, N79°52'06"E FOR 304.22 FEET TO THE WEST RIGHT OF WAY OF DIAMONDHEAD DRIVE NORTH; THENCE RUN S00°00'43"E ALONG SAID RIGHT OF WAY FOR 194.53 FEET TO A CAPPED 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT I, BLOCK 7, UNIT 10, DIAMONDHEAD, PHASE 2; THENCE LEAVING SAID RIGHT OF WAY RUN N89°34'41"W ALONG THE NORTH LINE OF LOT 1 FOR 50.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N00°00'43"W FOR 134.43 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S75°50'04"W FOR 568.69 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S79°57'41"W FOR 278.10 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S86°24'43"W FOR 218.27 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N63°36'02"W FOR 194.64 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N43°41'39"W FOR 219.91 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N13°42'56"W FOR 464.50 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N41°54'56"W FOR 397.97 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S52°06'13"W FOR 142.70 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N80°02'19"W FOR 187.75 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN N66°43'58"W FOR 206.09 FEET TO A POINT IN DEVIL'S ELBOW; THENCE RUN N21°38'53"E FOR 50.00 FEET TO A POINT IN DEVIL'S ELBOW ON A PROJECTION OF THE CENTERLINE OF MONTJOY CREEK; THENCE RUN S76°29'07"E ON SAID PROJECTION AND ALONG THE CENTERLINE OF MONTJOY CREEK FOR 130.01 FEET; THENCE CONTINUE ALONG THE CENTERLINE OF MONTJOY CREEK THE FOLLOWING 7 COURSES: S50°04'32"E FOR 76.76 FEET, S84°07'22"E FOR 171.20 FEET, N44°06'02"E FOR 133.11 FEET, S74°39'31"E FOR 51.18 FEET, S41°30'52"E FOR 416.08 FEET, S17°35'29"E FOR 190.82 FEET, S11°16'08"E FOR 254.50 FEET; THENCE LEAVING SAID CENTERLINE RUN N88°00'05"E FOR 114.06 FEET TO A CAPPED 1/2" IRON ROD ON THE WEST LINE OF LOT 28, BLOCK 1, AMENDED PLAT OF UNIT 2, DIAMONDHEAD, PHASE 1; THENCE RUN S25°25'15"E ALONG THE WEST LINE OF LOT 28 FOR 50.45 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS A PART OF GOVERNMENT LOTS 1 AND 2, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 14 WEST AND IN GOVERNMENT LOT 3, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 14 WEST, HANCOCK COUNTY, MISSISSIPPI AND CONTAINING 4.04 ACRES, MORE OR LESS.

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL
COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY, MISSISSIPPI AND
THE CITY OF DIAMONDHEAD FOR THE COLLECTION OF DELINQUENT TAXES**

WHEREAS, in the desire of both governmental agencies, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, under the authority of Chapter 13, Title 17, Mississippi Code 1972 Annotated, as amended to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to re-enter into an Interlocal Governmental Cooperation Agreement as provided by §17-13-1 and §17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of such an Agreement is to provide for the collection of delinquent taxes by the Hancock County Chancery Clerk for the City of Diamondhead, the providing for such governmental services, as more specifically set forth in the interlocal agreement, under the terms and conditions set forth therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), that the Mayor is hereby authorized to execute and enter into an Interlocal Agreement Relating to the Collection of Delinquent Taxes with Hancock County, Mississippi for the specified services as therein defined; said Agreement being authorized under the authority of Chapter 13, Title 17, Mississippi Code 1972 Annotated, as amended, and subject to the approval of the Attorney General of the State of Mississippi.

Resolution 2023-055
Agenda Item 2023-431

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2023.

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

ATTEST: _____
CITY CLERK

APPROVED: _____
NANCY DEPREO, MAYOR

seal

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

INTERLOCAL AGREEMENT regarding
COLLECTION OF DELINQUENT TAXES by and
between HANCOCK COUNTY, MISSISSIPPI, and
the CITY OF DIAMONDHEAD, MISSISSIPPI

WHEREAS, it is the desire of both these local government units, under the authority of Miss. Code Ann. §17-13-1, et seq. (1972), as amended, to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible;

NOW, THEREFORE, IT IS AGREED by and between the CITY OF DIAMONDHEAD (hereinafter "City") and the COUNTY OF HANCOCK (hereinafter "County") as follows:

1. The Hancock County Chancery Clerk will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be paid twenty dollars (\$20.00) per parcel for the cost of researching land records for the purpose of notifying owners and lienors of tax sales and maturity dates.
2. The Chancery Clerk shall provide tax redemption services to the City on all property within the City and within any City School District for additional compensation as may be agreed between the Chancery Clerk and the Mayor and City Council.
3. This contract will be in effect for an initial term of two (4) years commencing January 2nd, 2024, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto.
4. Pursuant to Miss. Code Ann. §17-13-9(e), such termination shall be in the form of a written notice to the other party not less than nine (9) months in advance of the date of termination. However, the contract must be approved and spread on the minutes by the elected Board of Supervisors in 2024, when the newly elected Board of Supervisors' term begins. Likewise, this contract must be approved by the newly elected Mayor and City Council and spread on the City's minutes when the newly elected Mayor and City Council terms begin.
5. Amendment to this contract shall take place only by mutual consent of the parties pursuant to Miss. Code Ann. §17-13-9(e), and with Resolutions passed by each governing entity.

- 6. This Agreement shall be in force and effect from and after its approval by the Attorney General pursuant to the terms and provisions of Miss. Code Ann. §17-13-11.
- 7. There will be no separate or legal administrative entity created hereby, but the purposes of the Agreement shall be that the governing authorities of the respective governmental entities shall cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of Diamondhead.
- 8. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of Hancock County Chancery Clerk and that they have been fully advised and have cooperated in the formulation of this Agreement and join herein as signature parties.

THIS AGREEMENT is entered into by the governing authorities of the City and the County as the same appears of record in their respective minutes.

CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____
MAYOR, City of Diamondhead

HANCOCK COUNTY, MISSISSIPPI

By: _____
PRESIDENT, Hancock County Board
of Supervisors

HANCOCK COUNTY CHANCERY CLERK

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL
AGREEMENT BETWEEN HANCOCK COUNTY, MISSISSIPPI AND THE CITY OF
DIAMONDHEAD FOR THE COLLECTION OF TAXES**

WHEREAS, in the desire of both governmental agencies, the City of Diamondhead under the authority of Chapter 33, Title 21, Mississippi Code 1972 Annotated, as amended and the Board of Supervisors of Hancock County, Mississippi, under the authority of Chapters 1 and 29-53, Title 27, Title 21, Mississippi Code 1972 Annotated, as amended to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to re-enter into an Interlocal Governmental Agreement to provide for consolidated tax collection services, under the authority of Chapter 13, Title 17, Mississippi Code 1972, Annotated; and

WHEREAS, the purpose of such an Agreement is to provide for the collection of taxes by the Hancock County Tax Assessor/Collector for the City of Diamondhead, with the providing of such governmental services, as more specifically set forth in the interlocal agreement, under the terms and conditions set forth therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), that the Mayor is hereby authorized to execute and enter into an Interlocal Agreement Relating to the Collection of Taxes with Hancock County, Mississippi for the specified services as therein defined; said Agreement being authorized under the authority of Chapter 13, Title 17, Mississippi Code 1972 Annotated, as amended, and subject to the approval of the Attorney General of the State of

Resolution 2023-056
Agenda Item 2023-432

Mississippi.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2023.

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

ATTEST: _____
CITY CLERK

APPROVED: _____
NANCY DEPREO, MAYOR

seal

INTERLOCAL AGREEMENT RELTAING TO THE
COLLECTION OF TAXES

WHEREAS, the City of Diamondhead, Mississippi, under the authority of Chapter 33, Title 21, Mississippi Code of 1972, as amended, and the County of Hancock, under the authority of Chapters 1 and 29-53, title 27, Mississippi Code of 1972, as amended, presently maintain separate offices for the purpose of ad valorem tax collection; and

WHEREAS, it is the desire of both these local governmental units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, as amended, to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible:

NOW THERFORE, IT IS AGREED, by and between the City of Diamondhead, ("City") and County of Hancock ("County") as follows:

1. The duly elected Tax Collector of Hancock County shall assume the responsibility for the collection of all City taxes on real, personal and public utility properties, including motor vehicles.
2. This agreement will supersede and replace any previous agreements between the City and the County relating to the collection of taxes and the terms thereof.
3. The City agrees to allow the County to retain 2% of the gross collections under this agreement as a commission to the County, for any and all services, supplies, equipment, space and other effort necessary to carry out the terms of this agreement, in no event, however, shall the County retain an amount in excess of Eighteen Thousand (\$18,000.00) per year for these services. The county agrees to maintain budget support to the County Tax Collector equal to the sum of FY 2023-2024

Budget for the Tax Collector and to provide for reasonable changes in the budget commensurate with increases or decreases in the County's true value of real, personal, and public utility properties in the County, proper allowances being made for any changes in the County's overall financial capability. Ad valorem taxes on real, personal, and public utility property shall be collected as soon as reasonably practical after October 1st of each year to ensure that operation funds are available prior to the tax delinquency date of February 1st of the subsequent year.

4. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected.
5. The County Tax Collector shall collect all homestead exception charge backs and all damages and interest authorized by law on City Taxes, which shall be distributed within the same time limitations and in the same manner as described in the previous section.
6. The County Tax Collector will conduct land tax sales for the City at the same time, in a lawfully designated place, as land tax sales for the County are now held and the City will receive all interest, damages, and other fees from such sales that the City may be entitled to in accordance with the law.
7. On or before August 1st of each year, the County will furnish the City with actual values and anticipated tax collection revenues on all real and personal property within the City.
8. The County Tax Collector will make refunds of all taxes erroneously collected by his office and will make proper adjustments to the daily and monthly distribution reports accordingly. The City agrees to allow the County Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as prescribed by Chapter 49, Title 2, Mississippi Code of 1972.

9. The County will furnish the City with supplemental homestead exemption roll containing homestead tax loss values on both regular and senior homestead properties for the City and so that homestead reimbursement can be applied for with the State. The County will supply this information on or before December 15th of each calendar year.

10. The County shall pay unto the Tax Assessor-Collector the sum and of Eighteen Thousand Dollars (\$18,000.00) for collection of taxes set out in this agreement for his/her services rendered in collecting and disbursing said taxes and he/she shall be liable for said collection and distribution.

11. Any real and personal property acquired under the auspices of this agreement shall be distributed to the party assuming the costs of such acquisition upon termination of this agreement.

12. The City shall have the right to audit the County Tax Collector's records at any time as they may relate to this contract in any way.

13. The County shall provide all tax collection services on a fair and equitable basis regardless of whether the taxes are being collected under the terms of this agreement or under the customary tax collection services of the County.

14. This contract will be in effect commencing January 1, 2024 and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. It is understood between the parties here to that neither entity can bind its successors in office and that this agreement can be canceled should the successors in office elect to do so.

15. Amendment of this contract shall take place only by mutual written consent of the parties.

16. This agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972, as amended.

17. The terms and provisions of this Agreement do not require the establishment of a joint Board.

18. It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City or purchased by the City pursuant to this Agreement shall remain the property of the City. All real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

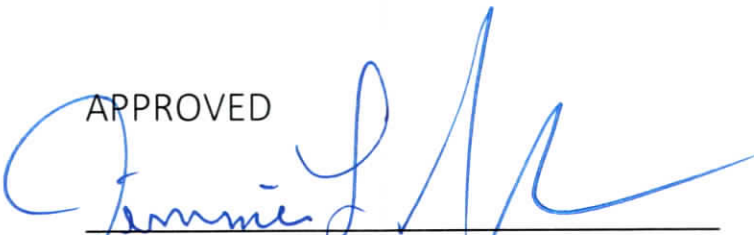
19. No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

THIS AGREEMENT is entered into by the governing authorities of the City and the County, on this the ____ day of _____, 2024

CITY OF DIAMONDHEAD, MISSISSIPPI

MAYOR

PRESIDENT OF THE HANCOCK COUNTY
BOARD OF SUPERVISORS

APPROVED


HANCOCK COUNTY TAX
COLLECTOR-ASSESSOR

Resolution 2023-057
Agenda Item 2023-433

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL
AGREEMENT BETWEEN HANCOCK COUNTY, MISSISSIPPI AND THE CITY OF
DIAMONDHEAD FOR THE COLLECTION OF SOLID WASTE FEES**

WHEREAS, in the desire of both governmental agencies, the City of Diamondhead under the authority of Chapter 19, Title 21, Mississippi Code 1972 Annotated, as amended is authorized to provide for the collection and disposal of garbage and the disposal of rubbish; and,

WHEREAS, the City of Diamondhead, under the authority of Chapter 19, Title 21, Mississippi Code Annotated, as amended is authorized to contract with a public agency for the purpose of developing, maintaining, operating and administering a system for billing and/or collection of fees or charges imposed by the municipality for the purpose of developing, maintaining, operating and administering a system for the billing and/or collection of fees or charges imposed by the municipality for garbage and/or rubbish collection;

through consolidation of services and reduction of costs where possible; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to re-enter into an Interlocal Agreement to provide for consolidated solid waste fee collection services, and

WHEREAS, the purpose of such an Agreement is to provide for the collection of solid waste fees by the Hancock County Tax Assessor/Collector for the City of Diamondhead, with the providing of such governmental services, as more specifically set forth in the interlocal agreement, under the terms and conditions set forth therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), that the Mayor is

Resolution 2023-057
Agenda Item 2023-433

hereby authorized to execute and enter into an Interlocal Agreement Relating to the Collection of Solid Waste Fees with Hancock County, Mississippi for the specified services as therein defined; and subject to the approval of the Attorney General of the State of Mississippi.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2023.

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

ATTEST: _____
CITY CLERK

APPROVED: _____
NANCY DEPREO, MAYOR

seal

INTERLOCAL AGREEMENT RELATING TO THE COLLECTION OF SOLID
WASTE FEES

WHEREAS, the City of Diamondhead, Mississippi, under the authority of Chapter 19, Title 21, Mississippi Code of 1972, is authorized to provide for the collection and disposal of garbage and the disposal of rubbish; and

WHEREAS, the City of Diamondhead, Mississippi, under the authority of Chapter 19, Title 21, Mississippi Code of 1972, is authorized to contract with a public agency for the purpose of developing, maintaining, operating and administering a system for the billing and/or collection of fees or charges imposed by the municipality for the purpose of developing, maintaining, operating and administering a system for the billing and/or collection of fees or charges imposed by the municipality for garbage and/or rubbish collection.

WHEREAS, the Hancock County Tax Collector currently collects the solid waste fees for Hancock County.

WHEREAS, it is the desire of both of these local governmental units to serve the best interest of their citizens through consolidation of services and reduction of costs where possible:

NOW THEREFORE, IT IS AGREED, by and between the City of Diamondhead ("City") and Hancock County ("County") as follows:

1. The duly elected Tax Collector of Hancock County shall assume the responsibility for the collection of all solid waste fees in the City of Diamondhead.

- 2 This agreement will supersede and replace any previous agreements between the City and the County relating to the collection of solid waste fees.

3. The City agrees to allow the County to retain 3% of the gross collections under this agreement as a commission to the County, for any and all services, supplies, equipment, compensation, space and other effort necessary to carry out the terms of this agreement.

4. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected.

5. The County Tax Collector will make refunds of all solid waste fees erroneously collected by his office and will make proper adjustments to the daily and monthly distribution reports accordingly.

6. The Tax Collector shall notify the City of any unpaid solid waste fees or charges imposed by the City for garbage and/or rubbish collection on a monthly basis.

7. The County shall pay unto the Tax Assessor-Collector the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) for collection of

solid waste fees set out in this agreement for his/her services rendered in collecting and disbursing said solid waste fees and he/she shall be liable for said collection and distribution.

8. The City shall have the right to audit the County Tax Collector's records at any time as they may related to this contract in any way.

9. The County shall provide all solid waste fee collection services on a fair and equitable basis regardless of whether the solid waste fees are being collected under the terms of this agreement or under the customary services of the County.

10. Tis contract will be in effect commencing January 1, 2024 and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. It is understood between the parties hereto that neither entity can bind its successors in office and that this agreement can be canceled should the successors in office elect to do so.

11. Amendment of this contract shall take place only by mutual written consent of the parties.

12. This agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code, as amended.

13. The terms and provisions of this Agreement do not require the establishment of a joint Board.

14. It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City or purchased by the City pursuant to this Agreement shall remain the property of the City. All real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

15. No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

THIS AGREEMENT is entered into by the governing authorities of the City and the County on this the ____ day of _____, 2024.

CITY OF DIAMONDHEAD, MISSISSIPPI

MAYOR

HANCOCK COUNTY, MISSISSIPPI

PRESIDENT OF THE HANCOCK COUNTY
BOARD OF SUPERVISORS

APPROVED



HANCOCK COUNTY TAX ASSESSOR/COLLECTOR

A TEXT AMENDMENT TO THE SUBDIVISION REGULATIONS AMENDING
Appendix B – Subdivision Regulations

A resolution of the Mayor and City Council of the City of Diamondhead amending Ordinance No. 2012-019 Appendix B - Subdivision Regulations, Article II. – Definitions, Article III. – Procedures, Article V. – Maintenance Bond and Article VII. – Subdivision Regulation Fee Schedule.

WHEREAS, the current language is as follows: See attached Exhibit A.

WHEREAS, the proposed text amendment is as follows: See items in red in attached Exhibit A.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, that the City Council adopted the proposed text amendment as stated above.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE 19TH DAY OF DECEMBER, 2023.

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

MAYOR NANCY DEPREGO

ATTEST: _____
Jeannie Klein, City Clerk

Changes in Red

Appendix B - SUBDIVISION REGULATION¹¹

Footnotes:

--- (1) ---

Published below is Ord. No. [2020-001](#), adopted July 15, 2020. Provisions amended or created by later ordinance contain a parenthetical history note after the respective section, indicating the ordinance affecting said section.

ARTICLE I. - TITLE AND PURPOSE

100. - Necessity for Land Subdivision Regulations.

100.1 In order to promote the health, safety, convenience, and general welfare of the inhabitants of Diamondhead, and to assist in bringing about the coordinated, efficient, and economical development of the city, there exists a need for the following regulations and minimum standards to be followed in the development or redevelopment of land subdivision in Diamondhead, Mississippi.

101. - Authority for Regulations.

101.1 The provisions of the ordinance are adopted pursuant to the authority set forth in Title 17 of the General Laws of the State of Mississippi, Chapter 1, Section 17-1-1 through 17-1-27 inclusive of the Mississippi Code of 1972 annotated.

102. - Title.

102.1 These regulations shall be known as the "Subdivision Regulations of City of Diamondhead, Mississippi" and may be so cited.

103. - Purpose.

103.1 These regulations have as their purpose the attainment of objectives set forth in Section 100 of Article I through the application of procedures, standards, and requirements herein established. Specifically, these regulations are:

- a. To establish procedures governing the filing and approval of land subdivision plats and data in the corporate limits of Diamondhead.
- b. To establish minimum standards governing streets, utilities, and other required improvements.
- c. To establish minimum standards governing the preparation and filing of land subdivision plats and data to be submitted to Diamondhead for approval.
- d. To ensure the proper coordination of future streets and their development with existing or planned streets.
- e. To fix penalties for the violation of the provisions of these regulations.
- f. To provide that the City of Diamondhead may issue variances to these regulations in certain cases or under certain conditions.
- g. To implement the Comprehensive Plan for the City of Diamondhead.

104. - Jurisdiction.

104.1 From and after the date of adoption, these regulations shall govern all subdivisions of land within the City of Diamondhead, Mississippi, provided, however, the provisions of these regulations shall not be applicable to undivided lands containing ten (10) or more acres and which are used presently or proposed for farming and agricultural purposes. Jurisdiction over water and sewer utilities shall be exclusive to Diamondhead Water and Sewer District. Any reference in these regulations to water and sewer utilities associated with subdivision of land within the City of Diamondhead shall meet the requirements of and shall obtain the approval of Diamondhead Water and Sewer District.

105. - Administration.

105.1 The Planning and Zoning Administrator (hereinafter "Administrator") for the City of Diamondhead or his designated representative shall administer this ordinance, and the City of Diamondhead may employ any staff, person, persons, or consultants to assist in the administration and coordination of these regulations. Final approval of plats and other data shall be the responsibility of the Diamondhead City Council as prescribed by law.

105.2 The Administrator for the City of Diamondhead shall develop the necessary forms, applications, check lists, schedules, permits or any other document necessary for the full administration and implementation of these regulations, and said forms, applications, check lists, schedules or otherwise shall be distributed with these regulations.

105.3 In administering and enforcing the terms and provisions of these regulations the Administrator shall consult with the department directors, the City Engineer or designated Engineering Consultant selected by the City, or representatives from other service providers for the purpose of properly and effectively applying these regulations.

106. - Plat Required.

106.1 These regulations and development standards shall apply to the following forms of land subdivisions:

- a. Any owner and/or owners of land lying or being situated within the City limits of Diamondhead, Mississippi who wish to divide such land into two (2) or more parcels, lots, sites, and/or other divisions, for the purpose of sale or development, or any party who wishes to resubdivide lands for such purpose shall be required to abide by the rules, regulations, and procedures outlined in this ordinance.
- b. The dedication, vacation or reservation of any public or private right-of-way or easement through any tract of land regardless of the area involved, including those for use by public and private utility companies related to land subdivision, only. These regulations do not apply to easements required by public and private utility companies not related to land subdivision.
- c. The dedication or vacation of any street or alley through any tract of land regardless of the area involved.
- d. The division of land, previously subdivided or platted, into tracts, lots, sites or parcels, of less than ten (10) acres in area.

106.2 Exemptions. A parcel of land less than one (1) acre shall follow the required procedure below:

- A. Submit to the Administrator a legal survey showing:
 1. The total amount of property to be subdivided (sq. ft.)
 2. Dimensions of the property to be subdivided and of each subdivided lot
 3. Legal Description of overall lot to be subdivided (property)
 4. Legal Description of each subdivided lot
 5. Identify and delineate all special flood hazards areas
 6. Any and all public dedicated street (name and width)

7. Identify all easements
8. Approval wording
9. Identify all utilities, including drainage features
10. Setting monuments
11. Statement of Closure Error
12. Recording wording
13. Delineate Front Yard Set Back (FYSB), Side Yard Set Back (SYSB) and Rear Yard Set Back (RYSB)
14. ID parcels

106.2.1 Administrator shall review submittal for compliance with these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision.

106.2.2 If submittal meets all requirements, Administrator shall forward to City Council with recommendation to approve subdivision. If submittal does not meet all requirements or requires a variance, Administrator shall forward to the Commission and shall follow the process listed for Sketch Plat Approval (Article 301).

107. - Enforcement.

107.1 The Administrator is authorized to make determinations as to whether or not said Regulations are being complied with by any subdivider and to issue citations, if needed. If subdivider is non-compliant with citation, Administrator shall make recommendation to City Council such action or actions as are necessary to enforce these Regulations. The City Council shall take such action as may be deemed necessary to enforce these Regulations including injunction or other remedial relief as be considered proper.

ARTICLE II. - DEFINITIONS

200. - Definitions.

200.1 For the purpose of these regulations, certain words and terms used herein are defined as follows:

1. Administrator—See Administration, Article 105.
2. Alley—A minor right-of-way, dedicated to City of Diamondhead use, which gives a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.
3. As Built—A set of drawing submitted by the Developer, engineer, and/or contractor upon completion of a project that depicts the actual dimensions, geometry, and location of all elements of the completed construction. The drawings provide the City with a permanent record of the work completed during the project. The drawings shall be two (2) hard copies of drawings and a CD with AutoCAD and GIS files of drawings.
4. Average Daily Traffic (ADT)—The volume of traffic counted on the roadway over a given time period (greater than one day but less than one year) divided by the number of days in that time period.
5. Benchmark—A definite point of known elevation and location and of permanent character.
6. Block—A parcel of land, intended to be used for urban purposes, which is entirely surrounded by public streets, highways, railroad rights-of-way, public walks, parks or green strips, rural land or drainage channels or a combination thereof.

7. Building Line or Setback Line—A line or lines designating the area outside of which, buildings may not be erected.
8. Central Mailbox – The type and location of Centralized Mail Delivery as defined and determined by the United States Postal Service for new residential developments.
9. City Clerk—The City Clerk of the City of Diamondhead, Mississippi.
10. City Council—The elected governing body of the City of Diamondhead, Mississippi.
11. City Engineer—The City Engineer of the City of Diamondhead, Mississippi or Engineering Consultant selected by City of Diamondhead to serve in role of City Engineer on a project.
12. City Planner—The City Planner of the City of Diamondhead, Mississippi.
13. Civic Space—An open area dedicated for City of Diamondhead use, typically for community gatherings. Civic Space Types are defined by the combination of certain physical constants defined by the relationship between their intended use, their size, their landscaping and their fronting buildings.
14. Commission—The Planning and Zoning Commission for the City of Diamondhead, as appointed by the City Council.
15. Comprehensive Plan—The document entitled Diamondhead, Mississippi 25 Year Comprehensive Plan or any part thereof, adopted by the Diamondhead City Council.
16. Conditional—Granted or made on provisions set forth in this ordinance.
17. Construction Documents—Includes the plans, elevations, profiles, topography, layout or any other map, drawings or specifications, along with supporting data, utilized to define and guide the physical development of the subdivision. Construction Documents are those which are compiled by a Mississippi licensed engineer or other duly licensed design professional.
18. County—Hancock County, Mississippi.
19. Crosswalkway—A public right-of-way ten (10) feet or more in width between property lines, which provides pedestrian access to adjacent properties.
20. Cul-de-sac—A short street having one end open to traffic and being permanently terminated within the plat by a vehicular turnaround or a one hundred twenty (120) feet hammerhead for a fire apparatus road.
21. Development—The act of installing site improvements and building structures,
22. Developer—That person, firm or corporation by whom a tract will be subdivided and improved, pursuant to the requirements of this chapter.
23. Development Review Committee—The City of Diamondhead Development Review Committee including members of the City's professional staff (Administrator, City Engineer, Public Works, Police Department, and Fire Department) or consulting professionals selected by the city whose duties and responsibilities include meeting with Developer of proposed subdivision and reviewing proposed subdivision for compliance with City of Diamondhead Ordinances and Subdivision Regulations. Diamondhead Water and Sewer District may also attend. Developer shall coordinate separately with Diamondhead Water and Sewer District.
24. Ditches—A drainage area which has a side slope no steeper than three (3) feet horizontally and one (1) foot vertically.
25. Easement—A grant by the property owner to the City of Diamondhead, a corporation, or persons, of the use of a strip of land for specific purposes.
26. Engineer—Shall mean a registered professional engineer licensed in the State of Mississippi.
27. Engineering Plans—The drawings on which the proposed subdivision improvements are shown and which, if approved, will be used for construction of the improvements.

Commented [AL1]: Should we redefine this since this can include a 120-foot hammerhead?

28. Exempt Subdivision—Subdivision of a parcel of property no more than 1 acre in size into no more than three (3) lots meeting the zoning requirements for the zoning district in which the parcel is located. The subdivided property must front onto a public street, have access to existing utilities, not require construction of a street or extension of utilities (other than service lines) to subdivided property and complies with these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision.
29. Frontage—That edge of a lot bordering a street.
30. Health Department—The Hancock County Health Department.
31. Improvements—Street surfacing, with water mains, sanitary sewers, drainage improvements, utilities and monuments. Curb and gutter, storm sewers, sidewalks and other amenities may be provided by Developer.
32. Improvement Plans—The engineering drawings showing types of materials and construction details for the physical structures and facilities, excluding dwelling units to be installed in conjunction with the development of the subdivision, if applicable.
33. Lot—A subdivision of a block or other parcel of land intended as a unit for the transfer of ownership or for building development or both, and which abuts on a public right-of-way. Lots mean tracts, sites or parcels.
34. Lot Area—The total horizontal area within the boundaries of a lot exclusive of any area designated for street purposes.
35. Lot, Corner—A lot located at the intersection of and abutting on two or more streets.
36. Lot, Double Frontage—A lot which runs through a block from street to street and which abuts two or more streets.
37. Lot, Reverse Frontage—A lot fronting on two (2) parallel streets but access to only one.
38. Lot Width—Shall mean the width of the lot at the building setback line measured parallel to the street right-of-way line.
39. Low Impact Development (LID)—An approach to land development that works with nature to manage stormwater as close to its source as possible by preserving and recreating natural landscape features, minimizing effective imperviousness to reduce the impact of built up areas. LID systems include bioretention facilities, rain gardens, rain barrels, permeable pavements and other approaches.
40. Master Plan (Land Use Plan)—A composite of the mapped and written proposals recommending the physical development of the community, which shall have been adopted by the City Council. Master Plan includes the Comprehensive Plan or portions thereof.
41. City Council—The chief legislative body of the City of Diamondhead.
42. Municipal or Municipality—The City of Diamondhead and, where appropriate to the context, that area lying within the corporate limits of such city as such corporate limits exist or may exist in the future.
43. Non-residential Subdivision—Either or both of (A) a division or redivision of a tract into more than one lot, plat, or site for commercial or industrial purposes, and (B) the dedication or establishment of a street, alley, pedestrian or public way, in conjunction with, or use in any such tract.
44. Open Space—See Civic Space.
45. Performance Guarantee—Any security which may be accepted in lieu of a requirement that certain improvements be made before the city council or any other approving body approves a final plat, including performance bonds by subdivider or improvement contractors, escrow agreements, and other similar collateral or surety agreements.

46. Planning and Zoning Commission—The Planning and Zoning Commission for the City of Diamondhead as appointed by the City Council.
47. Transportation Plan—The component part of the Comprehensive Plan for the City of Diamondhead showing the general locations of principal thoroughfares, railways, airports, waterways, and other transportation facilities.
48. Community Facilities Plan—The component part of Comprehensive Plan for the City of Diamondhead showing the general locations of parks, recreation areas, school sites and other public buildings and community facilities.
49. Future Land Use Plan—The component part of the Comprehensive Plan for the City of Diamondhead showing the areas recommended for residential, commercial, industrial and other purposes.
50. Plat, Preliminary and Final—A map of land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, and with a complete bearings and dimensions of all lines defining lots and blocks, streets, alleys, public areas and other dimensions of land. Article 302 lists requirements of Preliminary Plat and Article 303 list requirements of Final Plat.
51. Private Subdivision—A subdivision development in which the infrastructure (roads, streets, utilities, etc.) is not dedicated to public use or public maintenance.
52. Public Open Spaces—Public Open Spaces means land, which may be dedicated or reserved, for acquisition for general use by the general public. It includes parks, parkways, recreation areas, school sites, community or public building sites, and public parking spaces.
53. Re-Plat—The redivision of any part or all of any block of a previously platted subdivision, addition, lot or tract.
54. Reserve Strip—The strip of land smaller than a lot retained in private ownership for the purpose of controlling access to land dedicated or intended to be dedicated to street or other public use.
55. Resubdivision—The redivision of any part or all of any block or blocks of a previously platted subdivision, addition, lot or tract.
56. Right-Of-Way—A grant by the property owner, usually in the form of a dedication to the City of Diamondhead, of a strip or strips of land to be used primarily for transportation passage over the land.
57. Roadway width or surfaced width—Roadway width or surfaced width means that portion of the street available for vehicular traffic, and, where curbs are laid, the portion between curbs.
58. Sidewalk—The portion of a street or crosswalkway, paved or otherwise surfaced, intended for pedestrian use only.
59. Sketch Plat—A map of a proposed land subdivision showing the character and proposed layout of the tract in sufficient detail to indicate the suitability of the proposed subdivision of land. All adjoining landowners, easements and rights-of-way will be included. Article 301 lists requirements of Sketch Plat.
60. Slope—The rate of deviation of the ground surface from the horizontal surface, as expressed in percentages.
61. Street—The term street means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however otherwise designated.
62. Street, Arterial—Streets which are used primarily for fast or heavy traffic and that form a part of the existing or proposed City Transportation Plan, Federal Aid Highway System, and/or the State Highway System.

- 63. Street, Collector—A street which carries traffic from minor streets to the major streets in residential and business areas and include the principal entrance streets of a residential development and streets for circulation within such a development.
 - 64. Street, Cul-de-Sac—A short street having one end open to traffic and being permanently terminated within the plat by a vehicular turnaround.
 - 65. Streets, Frontage or Service—A minor street auxiliary to, and located on the side of a major street for service to abutting properties and adjacent areas for control of access and protection from through traffic.
 - 66. Streets, Minor—A street, which is used primarily for access to the abutting properties. Minor streets are shown as local streets in the Comprehensive Plan.
 - 67. Subdivider—Any person, firm, partnership, corporation or other entity, acting as a unit; subdividing or proposing to subdivide land as herein defined.
 - 68. Subdivision—The division or re-division of land into two or more lots, tracts, sites or parcels for the purpose of transfer of ownership or for development, or the dedication or vacation of a public or private right-of-way or easement.
 - 69. Surveyor—A licensed land surveyor to practice the profession of surveying in the State of Mississippi.
 - 70. Tentative Approval—The approval by the Planning and Zoning Commission of the sketch plat as such approval is required by these regulations.
 - 71. Trenches—long, narrow ditch for installation of utilities.
 - 72. Utility—A commodity or service which is of public consequence and need, such as electricity, gas, sewer, water, transportation, or telephone or internet service.
 - 73. Variance—The granting of permission to use or alter land which requires a variation from the strict application of the requirements of the Subdivision Regulations. Variances are granted only if specific criteria are met. A variance may not be granted to develop land in a manner that is not permitted in the Subdivision Regulations.
 - 74. Zoning Administrator—The administrative officer authorized by the City having the power and duty of enforcing and administering the provisions of the Subdivision Regulations.
- 200.2 Words used in the present tense include the future tense, the singular number includes the plural number, and the plural number includes the singular number; the masculine gender shall include the feminine and the neuter and vice-versa; the term "building" includes the term "structure"; the term "occupied" includes the term "designed or intended to be occupied"; the term "used" includes the term "arranged, designed or intended to be used"; the term "shall" is mandatory and not directory.

ARTICLE III. - PROCEDURES

301. - Procedure for Approval of the Sketch Plat.

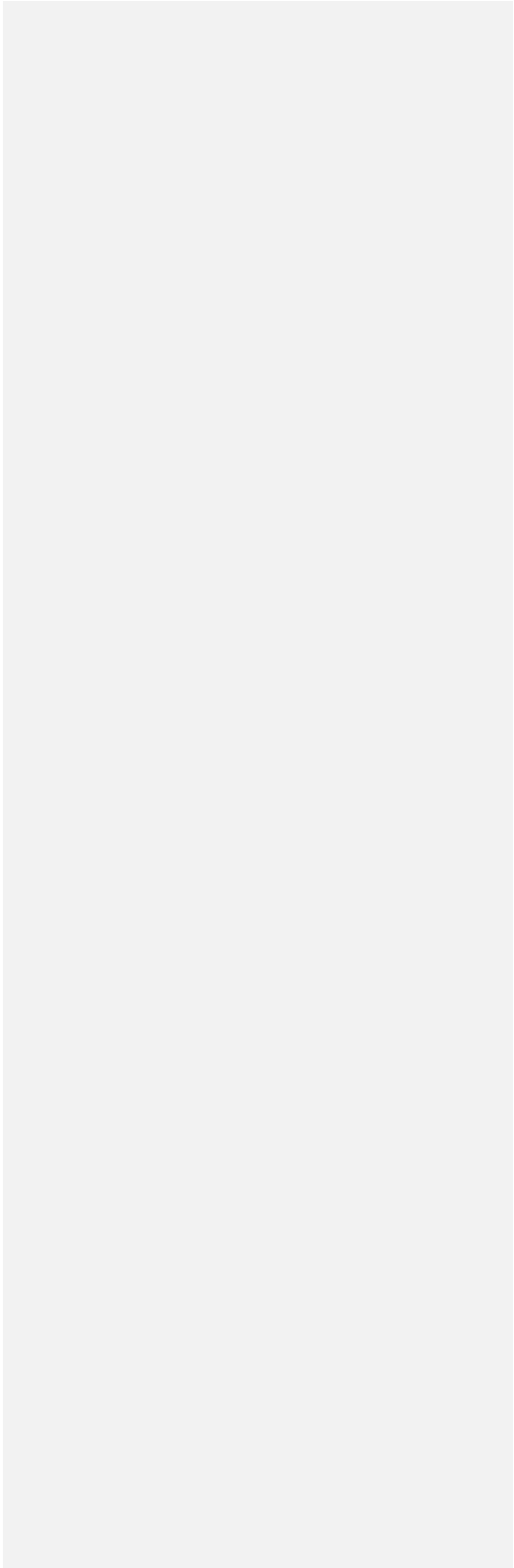
- 301.1 The purpose of the sketch plat is to develop a general design on which to base the preliminary and final plat, and thus to avoid having to revise such design, and relate it to surrounding development. To this end, the subdivider should consult with the Development Review Committee on preparation of the sketch plat.
- 301.2 The subdivider shall submit to the Commission, eight (8) scaled 24" x 36" copies of the sketch plat of the proposed subdivision recommended by the Development Review Committee to the Commission, together with the attendant items required herein prior to the submission deadline as established and published by the city. The review shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision.

- 301.3 Sketch plat approval by the Commission requires City Council approval.
- 301.4 The subdivider must submit a general layout drawing, with a legend, of the proposed subdivision or development. The sketch plat shall indicate location of the subdivision, street alignment, lot sizes, desired improvements, location of existing and proposed utilities, access roads, identification and delineation of flood plains based upon the current FEMA FIRM map and drainage facilities, executed and recorded warranty deed, regulatory wetlands, and shall provide additional information that is deemed reasonably necessary within the scope of this ordinance by the city. All adjoining landowners, easements and rights-of-way will be included on the sketch plat.
- 301.5 A public hearing before the Planning-Commission at which parties in interest and citizens shall have an opportunity to be fully heard shall be held for all applications for sketch plat approval.
- 301.6 Notice of the proposed sketch plat application and of the time and place of the public hearing shall be published in an official paper, or a paper having a general circulation in the City of Diamondhead at least fifteen (15) days before the date of the public hearing. The hearing notice shall be mailed via first class mail to property owners located within three hundred feet (300') of the proposed subdivision fifteen (15) days prior to date of the public hearing.
- 301.7 If, after submittal of the Sketch Plat, the Administrator determines that the proposed subdivision meets the requirements of an Exempt Subdivision and these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision, the Administrator shall notify the Developer to prepare the Final Plat for the Exempt Subdivision.
302. - Procedure for Approval of Preliminary Plat.
- 302.1 The purpose of the preliminary plat, together with the attendant items required herein is to provide plans for the construction of the subdivision and its improvements as well as a draft of the final plat of the subdivision. To this end, during preparation of the preliminary plat, the subdivider should consult with the Administrator, Development Review Committee and with other officials and agencies concerned with the subdivision and the improvements. The preliminary plat and construction plans shall be based upon the general design shown on the approved sketch plat, together with the recommended changes.
- 302.1.1 The Developer shall submit to the Administrator, the following items:
- a. Five (5) copies, with one being no smaller than 24" x 36" and twelve at 18" x 24" of the preliminary plat;
 - b. Three (3) copies of the complete construction documents stamped by engineer;
 - c. Three (3) copies of complete design calculations in accordance with City of Diamondhead Stormwater Management Ordinance;
 - d. Three (3) copies of the preliminary plat application forms
- 302.1.2 The proposed preliminary plat shall be at a scale that is legible and functional on sheets of 18" x 24" in size. The proposed preliminary plat shall give the following information:
- a. The name of the subdivision, the name and address of the owner, and the name of the professionally qualified engineer, land surveyor, architect, landscape architect, or planner registered to practice in the State of Mississippi.
 - b. The names and addresses of owners of all properties abutting the property being subdivided as they appear on the tax records.
 - c. The scale, north point and date.
 - d. Proposed street names, location, right-of-way widths, pavement widths, approximate grades and vertical curves of proposed streets, alleys, easements, parkways, and other open spaces, reservations, lot lines and dimensions, setback lines, lot numbers and block numbers.

- e. The location of proposed property lines and existing property lines, date of survey, natural watercourses, railroads, sewers, bridges, culverts (indicate size) drain pipes, streets, alleys or other easements on the proposed plat and on adjoining land.
 - f. The plat shall have a grid on even five hundred (500) foot intervals of the State plane coordinates (transverse mercator projection) as well as any township, section and range boundaries for the area which the plat encompasses.
 - g. A legal description and a boundary survey, with bearings and distances referenced to section or fractional section corners or other base lines shown on the plat and readily reproducible.
 - h. Calculations sheets stamped by engineer containing the following data:
 - 1. The length and radii of all curved street and lot lines and the bearings and the length of all straight street lot lines and the area in square feet of each lot.
 - 2. Bearings and distances referenced to sectional or fractional section lines or other base lines shown on the plat and readily reproducible on the ground.
 - 3. Street centerline bearing and distance with centerline curve data (deflection angle, radii, degree of curvature, chord distance and bearing and length of curve).
 - i. Street pavements adjacent to the proposed plat, rights-of-way width and location.
 - j. The dimensions in feet and decimals of lot area and lot frontage along any public street.
 - k. For non-special flood hazard areas, finished floor elevation shall be indicated on the plat. Finished floor elevations of each lot shall be a minimum of one foot above the center line of the new roadway unless approved by the City Engineer or Designated Representative.
 - l. Preliminary approval of the proposed water and sewer systems in the subdivision must be given by the appropriate authorities.
 - m. Zoning ordinance setbacks and zones must be indicated.
 - n. Identification and delineation of all FEMA special flood hazard areas will be based upon the current FEMA FIRM map.
 - o. Identification and delineation of wetlands.
- 302.1.3 Administrator shall review the Preliminary Plat submittal for compliance with the approved Sketch Plat, these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision.
- 302.1.4 If the Preliminary Plat meets all requirements, Administrator shall issue approval. If submittal does not meet all requirements or requires a variance, Administrator shall forward to the Commission and shall follow the process listed for Sketch Plat Approval (Article 301).
303. - Procedure for Approval of Final Plat and Replat of an Existing Lot.
- 303.1 The Final Plat shall be submitted to the Administrator prior to the submission deadline as established and published by the City, at which time the Final Plat is to be considered. It shall conform substantially to the Preliminary Plat as approved by the Administrator and City Council. If approval or variance required, and, if desired by the Subdivider, the Final Plat may indicate only that portion of the approved Preliminary Plat which is proposed to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations.
- 303.1.1 Prior to the final plat being placed on the City Council agenda, all improvements shown on the construction documents shall be in place per the construction documents and a final inspection of these improvements have been conducted by the City Engineer or Designated Representative and Diamondhead Water and Sewer District. **Prior to the final inspection, the corners of each lot, including drainage and utility easements, shall be staked by the engineer of record.**

- 303.1.2 Seven (7) copies on sheets of 18" x 24", one (1) digital copy of as-built (AutoCAD and GIS digital files), one (1) digital copy of final plat and two (2) 24" x 36" copies of the Construction Documents as built, one (1) copy of the Developers' Warranty, and other exhibits required for approval shall be prepared and shall be submitted to the Administrator within twelve (12) months of Preliminary Plat approval, unless an extension is approved by Administrator, or such Preliminary Plat approval shall lapse.
- 303.1.3 The owner shall have prepared and submitted for approval to the Administrator and City Council the proof of ownership of the land embraced in such subdivision. The owner shall also submit a pdf copy of any recorded covenants placed on the subdivision, including filing date.
- 303.1.4 Upon approval of the Final Plat by the City Council, an endorsement of such final approval shall be made thereon by the Mayor and attested by the City Clerk indicating approval, together with the date of the Order of the Council authorizing the same, such an endorsement and attestation shall be made upon the Final Plat when it is recorded. After having been signed and acknowledged, the subdivider shall file one copy of the Final Plat with the Clerk of the Chancery Court of Hancock County, and one (1) copy with the Administrator. The subdivider shall also retain one signed and acknowledged copy.
- 303.1.4.1 Should a building permit not be issued for construction within the subdivision and should construction not have commenced, other than improvements identified in the Construction Documents, within eighteen (18) months after Final Plat approval, the Final Plat will be subject to review by the Administrator for compliance with these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision, prior to issuance of a building permit.
- 303.1.4.2 Should the Final Plat not be in compliance with these regulations, the components of the comprehensive plan, the zoning ordinance, and other plans, programs, conditions and regulations that might affect the area and the design and development of the subdivision, the Final Plat shall be revised to comply with City of Diamondhead requirements and shall be submitted to the Administrator for processing under Article 303.
- 303.1.5 The City of Diamondhead is hereby prohibited from accepting, improving, grading, paving, or lighting any street except an existing public street, a public street shown on an approved and recorded land subdivision plat, or a street legally established by the Governing Authority.
- 303.1.6 Final Plat shall be formatted and worded as show on Figure 303.

Figure 303 – Final Plat for Reference

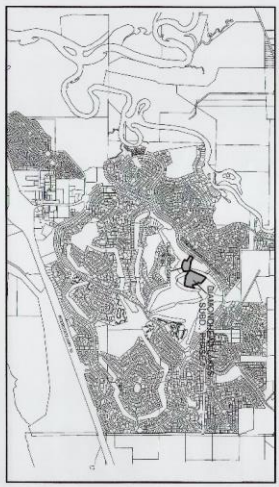


Commented [AL2]: It may be easier to provide this as a pdf form so it is legible.

A FINAL PLAT OF DIAMONDHEAD LAKES SUBDIVISION PHASE 1

SITUATED IN SECTION 35, TOWNSHIP 7 SOUTH, RANGE 14 WEST CITY OF
DIAMONDHEAD, HANCOCK COUNTY, MISSISSIPPI

OWNER'S CERTIFICATE OF DEDICATION
I, the undersigned, do hereby certify that the land shown on this plat is dedicated to the public use and benefit of the community for the purpose of providing water and sewer service to the residents of the subdivision shown on this plat. This dedication is made for the use and benefit of the public and is not subject to any conditions, reservations, or exceptions. The dedication is made in accordance with the provisions of the Mississippi Code of Laws, Title 43, Chapter 23, Section 11-2, which provides that a dedication of land to the public use and benefit of the community is valid if the dedication is made in accordance with the provisions of this code of laws.



Plot Book B Slide Book

CERTIFICATE OF FINAL SUBDIVISION PLAT APPROVAL
I, the undersigned, do hereby certify that the subdivision plat shown on this document is a true and correct copy of the original plat filed in the office of the Clerk of the Board of Supervisors of Hancock County, Mississippi, on this 30th day of August, 2005. The plat is approved for recording in the public records of Hancock County, Mississippi.

CERTIFICATE OF APPROVAL AND ACCEPTANCE
I, the undersigned, do hereby certify that the subdivision plat shown on this document is a true and correct copy of the original plat filed in the office of the Clerk of the Board of Supervisors of Hancock County, Mississippi, on this 30th day of August, 2005. The plat is approved for recording in the public records of Hancock County, Mississippi.

ENGINEER'S CERTIFICATE
I, the undersigned, do hereby certify that I am a duly licensed Professional Engineer in the State of Mississippi, License No. 14123. I have reviewed the subdivision plat and the accompanying documents, and I find that they conform to the requirements of the Mississippi Code of Laws, Title 43, Chapter 23, Section 11-2. The plat is approved for recording in the public records of Hancock County, Mississippi.

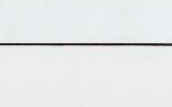
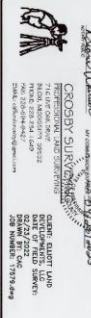
ACCEPTANCE OF DEDICATION, DIAMONDHEAD WATER AND SEWER
I, the undersigned, do hereby certify that I am the duly authorized representative of the Diamondhead Water and Sewer Utility. I have reviewed the subdivision plat and the accompanying documents, and I find that they conform to the requirements of the Mississippi Code of Laws, Title 43, Chapter 23, Section 11-2. The plat is approved for recording in the public records of Hancock County, Mississippi.

CERTIFICATE GRANTING ACCESS FOR COMMON AREAS
I, the undersigned, do hereby certify that I am the duly authorized representative of the Diamondhead Water and Sewer Utility. I have reviewed the subdivision plat and the accompanying documents, and I find that they conform to the requirements of the Mississippi Code of Laws, Title 43, Chapter 23, Section 11-2. The plat is approved for recording in the public records of Hancock County, Mississippi.

RECORDING CERTIFICATE
I, the undersigned, do hereby certify that the subdivision plat shown on this document is a true and correct copy of the original plat filed in the office of the Clerk of the Board of Supervisors of Hancock County, Mississippi, on this 30th day of August, 2005. The plat is approved for recording in the public records of Hancock County, Mississippi.

FILED
SEP 1 2005
SHEET 2 OF 2

ACKNOWLEDGMENT
I, the undersigned, do hereby certify that I am the duly authorized representative of the Diamondhead Water and Sewer Utility. I have reviewed the subdivision plat and the accompanying documents, and I find that they conform to the requirements of the Mississippi Code of Laws, Title 43, Chapter 23, Section 11-2. The plat is approved for recording in the public records of Hancock County, Mississippi.



303.2 Re-Plat Approval.

- 303.2.1 The applicant shall submit to the Commission eight (8) scaled 18" x 24" copies of the proposed re-plat of an existing lot, together with the attendant items required for a preliminary plat prior to the submission deadline as established and required by the City at which the re-plat is to be reviewed.
- 303.2.2 A public hearing before the Commission shall be held for all applications for re-plat of an existing lot at which parties in interest and citizens shall have an opportunity to be fully heard. Applications for re-plat of existing lot meeting requirements of Article 106.2 and shall be reviewed in accordance with the procedure set out in Section 106.2 herein.
- 303.2.3 Notice of the proposed re-plat application and of the time and place of hearing shall be published in an official paper, or a paper having a general circulation in the City of Diamondhead at least fifteen (15) days prior to the date of the hearing. In addition, the aforementioned hearing notice shall be mailed via first class mail to property owners located within three hundred feet (300') of the proposed re-plat fifteen (15) days prior to the date of the hearing.
- 303.2.4 After review of the re-plat of an existing lot by the Commission at the public hearing, the findings and recommendations of the Commission shall be forwarded to the City Council for their review, consideration, and approval, if warranted. The review by the Commission and City Council shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive plan, the zoning ordinance and other plans, programs, regulations and conditions that might affect the area and the design and development of the re-plat of an existing lot.

304. - Construction Documents.

304.1 *General:*

- a. Prior to the construction of any improvements, including any site work involving clearing, grading, filling, dredging, excavating or alike, the Developer shall furnish two (2) complete sets of plans and specifications stamped by an engineer for said work to the city and secure a Development Permit from the City Engineer or Designated Representative for the proposed improvements. Failure to secure a Development Permit for proposed improvements shall be punishable in accordance with Section 331 of these regulations.
- b. The plans and specifications shall be prepared in accordance with good engineering practice and City of Diamondhead's design standards. The submittal shall also contain applications for approvals of the Mississippi State Department of Health, Mississippi Department of Environmental Quality (MDEQ), Diamondhead Water and Sewer District, and other appropriate agencies.
- c. City staff may undertake a review of the documents concurrently with the other agencies review. Upon approval of the plans and specifications, the City shall issue a Development Permit for construction of improvements.
- d. The City Engineer or Designated Representative shall be notified prior to the beginning of construction, so that the City Engineer or Designated Representative may inspect any work, as deemed appropriate. **Prior to beginning construction, all vegetation and trees felled during site clearing shall be removed from site and properly disposed. Construction will not be allowed to proceed until all vegetation and felled trees are removed from the site.**
- e. Any required wetland permit and accompanying regulatory approvals must be obtained by the Owner/Developer and a copy of the permit shall be furnished to the City Engineer or Designated Representative with the Plan Submittal.

- f. An MDOT permit must be obtained for proposed work within the MDOT right-of-way and a copy of the permit must be furnished to the City Engineer or Designated Representative with the Plan Submittal.
- g. Location of water meters, sewer service stub outs, and fire hydrants shall comply with the requirements and be approved by the Diamondhead Water and Sewer District.
- h. Deviation from these standards, except for utilities under the exclusive jurisdiction of Diamondhead Water and Sewer District, must be submitted to the City Engineer or Designated Representative prior to Construction Plan Approval. A list of deviations shall be submitted in written format to the City Engineer or Designated Representative. Any deviation from the Diamondhead Water and Sewer District water and sewer standards shall be submitted to the Diamondhead Water and Sewer District prior to Construction Plan Approval.
- i. Any requested change or modification to approved construction documents, excluding changes or modifications to water and sewer utilities, must be submitted to the Administrator **along with a revised set of plans**. The Administrator will determine if the requested change or modification is a minor change or modification or a major change or modification. If a minor change or modification, the Administrator can approve. If a major change or modification, the Administrator will send to the City Engineer or Designated Representative ten (10) working days prior to starting construction which involves requested major change or modification. Any requested change or modification to water and sewer utilities shall be submitted to Diamondhead Water and Sewer District in accordance with their requirements.
- j. Any requested change, **deviation** or modification to approved construction Plans must be approved in writing by the City Engineer or Designated Representative. **Revised construction plans showing change, deviation or modification shall be submitted to the City Engineer or Designated Representative.** Any requested change or modification to approved construction Plans for water and sewer utilities shall be approved by Diamondhead Water and Sewer District in accordance with their requirements.
- k. For final acceptance, the engineer of record must certify in writing to the City that the construction is in substantial accordance with the approved plans. One (1) set of record drawings (contractor record) must be submitted five (5) days prior to requesting final inspection by the Administrator.
- l. The City Engineer or Designated Representative or his representative shall be notified a minimum of twenty-four (24) hours prior to all tie-ins to storm drainage system and the City Engineer or Designated Representative must be present during tie-in.
- m. The Owner/Developer shall be responsible for the construction of tie-ins to existing water and sanitary sewer in accordance with the Diamondhead Water and Sewer District requirements.
- n. The Owner/Developer shall be responsible for any approved road-cuts or borings required to connect new utilities to existing utilities. The Developer shall be responsible for maintaining road-cuts during construction and the warranty period for the entire development.
- ~~o. The Owner/Developer shall be responsible for preparing and maintaining a traffic control plan, including striping of roadways, street signs, and traffic controls, which conforms to the current Manual on Uniform Traffic Control Devices (MUTCD).~~
- op. The Administrator shall be notified a minimum of seventy-two (72) hours prior to any approved road closures that are required.

304.2 Plans.

304.2.1 General:

- a. The plans shall be securely bound and shall consist of a title sheet and such plan-profile and detail sheets, as required, to meet the requirements of this ordinance and to properly define the proposed work.
- b. The title sheet shall show the name of the subdivision, engineer, date and index of drawings.

- c. Each plan-profile and detail sheet shall contain this minimum general information, engineer's seal and signature, north arrow, and a title block showing name of the subdivision, scale, date, and sheet number.
- d. The plan-profile will generally be drawn to a horizontal scale of no greater than one (1) inch to fifty (50) feet, and a vertical scale of one (1) inch to five (5) feet. Scales of greater than one (1) inch to fifty (50) feet may be utilized if approved by the City Engineer or Designated Representative.
- e. The size, type, and location of existing and proposed water lines shall be labeled on all applicable plan sheets.
- f. The size of water meters and backflow preventers, where required by utility provider, shall be shown on the plans.
- g. Manhole number, size of sewer lines, and manhole inverts shall be labeled on all applicable plan sheets.
- h. The location, size, and slope of all drainage pipes shall be labeled on all applicable plan sheets. **This shall include all pipes crossing the road as well as driveway culverts.**
- i. The location, size, and slope of all drainage inlets shall be labeled on all applicable plan sheets.
- j. The size, type, and location of all existing and proposed water lines, fire hydrants, water meters, valves and backflow preventers, if required, shall be shown and labeled on all applicable plan sheets.
- k. **Landscaping provided in common areas and rights-of-way shall comply with the palette of grass, trees, plants, etc. in the Gateway Plan.**
- l. **The Owner/Developer shall be responsible for preparing and maintaining a traffic control plan, including roadway striping, street signs, and traffic controls, which conforms to the current Manual on Uniform Traffic Control Devices (MUTCD).**

304.2.2 *Plan-Profile Sheets for Streets and Alleys:*

- a. The profile shall show the existing and proposed street centerline grades, bottom profile of the ditches and any drainage pipes, location of utilities, and other information necessary to define the work. Detail of street and right-of-way shall show relation between street centerline grade, edge of pavement grade and top of curb grade, if curb and gutter is provided.
- b. Where a median is provided, the profile shall show the existing and proposed street centerline grades, bottom profile of the ditches and any drainage pipes, location of utilities, and other information necessary to define the work. Detail of street with median and right-of-way shall show relation between street centerline grade, edge of pavement grade, median grades and top of curb grade, if curb and gutter is provided.

304.2.3 *Plan-Profile Sheets for Sanitary Sewer and Drainage System:*

- a. The plans shall show all information necessary to locate and construct the proposed work and shall show the locations of all manholes, inlets, service connections, and other appurtenances of the system.
- b. The design of the new stormwater management system shall be in accordance with the requirements of the City of Diamondhead Stormwater Management Ordinance (Chapter 24) and other requirements set forth in the City's Stormwater Master Plan.
- c. The profile shall show the existing natural ground at the sewer centerline and the proposed grade at the centerline, if such grade will not be the same as the existing grade.
- d. For open ditch drainage, the profile shall show the bottom profile of the proposed ditches; size, grade and material of any proposed pipes and ditch details showing ditch side slopes, bottom width and other necessary information. If a storm sewer is provided, the size, grade,

and material of the proposed pipes and the flowlines of all manholes, inlets, etc., shall be shown. Both the flowline and the inside top of the pipes shall be shown in the profile. These plans shall be shown in the profile.

- e. The plans shall be accompanied by the Engineer's calculations showing that the proposed drainage system meets the requirements of 304.2.3.b.

305. - Recording of the Final Plat.

305.1 The Final Plat shall be recorded by the Developer in the office of the Chancery Clerk of Hancock County, Mississippi. After recording, the Developer shall furnish the city with one (1) mylar original, one (1) paper copy at 18" x 24", and two (2) digital copies.

305.1.1 *Process of Final Plat:*

- a. Whenever the final plat has been submitted, in proper form, to the Administrator, which final plat conforms, in general, to an approved preliminary plat and the provisions of Section 303, the Administrator shall submit same to the City Council prior to the next submission deadline as established and published by the City.
- b. The City Council shall act to approve, disapprove or conditionally approve any final plat submitted in proper form at its next regularly scheduled meeting.
- c. The basis for disapproval of the final plat by Administrator shall include:
 - 1. Failure to install improvements according to detailed plans and specifications, as previously approved by the City Engineer or Designated Representative.
 - 2. Failure to comply with any written agreement or conditions of approval.
 - 3. Failure to post satisfactory guarantee of improvements, as described in Section 500.
- d. If the final plat is disapproved, the applicant shall be so notified, in writing, and the reasons therefore shall be enumerated.

306. - Information on Final Plat.

306.1 The final plat shall include all information required on the preliminary plat, plus it shall show or include the following:

- 306.1.1 Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line and building setback line whether curved or straight.
- 306.1.2 The names and lines of all proposed streets, alley lines, lot lines and building setback lines, lots numbered in numerical order, reservations, easements, and areas to be dedicated to public use with notes stating their purpose and any limitations.
- 306.1.3 Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way and property lines.
- 306.1.4 All dimensions shall be shown to the nearest one-hundredth (1/100) of a foot and all angles shown to the nearest second.
- 306.1.5 Accurate location, material and description of monuments and markers.
 - a. A complete description of all benchmarks including location, type of mark, elevation, and state plane coordinates.
- 306.1.6 The final plat shall contain the following certificates and/or dedications, when appropriate:
 - a. A certificate showing that applicant is the landowner and certification that all prior easement rights to any person, utility or corporation have been absolved on the parcels to be dedicated to public use. The person, utility or corporation shall retain whatever rights they would have

as if located in a public street. Recording data for all prior easements shall be included. Those prior easements shall be included and not subordinated.

- b. The certificate of accuracy by the Developer's engineer, registered to practice in the State of Mississippi, including a statement of closure error.
 - c. A certificate of dedication of all public streets, highways, water, sanitary sewer, stormwater sewer, any other public utilities, and other rights-of-way, easements, or parcels for public parks or other public use to the City of Diamondhead, Mississippi or other public corporation, such as the Diamondhead Water and Sewer District, executed by the owners and all other parties who have a mortgage or lien interest in the property shall be shown on the subdivision final plat. If easements are not related to a subdivision, recording of easements shall be in accordance with requirements of entity being granted easement—City of Diamondhead, Diamondhead Water and Sewer District or other public corporation.
 - d. If the proposed subdivision is to be maintained as a private community, the final plat shall bear language granting the City of Diamondhead and Diamondhead Water and Sewer District a perpetual easement into the community for the purpose of delivering, administering public services or utilities and/or maintenance.
 - e. A certificate by a registered land surveyor of the State of Mississippi to the effect that the plat represents an accurate survey made in accordance with the "Standard of Practice for Surveying in the State of Mississippi, latest edition."
 - f. Certificates of approval by the City Council and Administrator and a certificate of recording by the Chancery Clerk of Hancock County, Mississippi.
 - g. The final plat shall include a notation pursuant to Section 311.14.1 concerning the replacement of items and appurtenances within easements.
 - h. Statement of Acceptance by Diamondhead Water and Sewer District, signed by the General Manager.
- 306.1.8 After satisfactorily passing the final engineering inspection, the Developer shall provide "As Built" drawings to the City at least fourteen (14) working days prior to the council agenda deadline for the next meeting of the Mayor and the City Council at which final plat will be considered. **As-built shall include all drainage structures with top and invert elevations, pipe sizes with invert elevations, and for open channels, ditches, swales, etc. top of bank, toe of bank (if applicable), and centerline.**
- a. Two full size (24" x 36") paper copies.
 - b. The Developer shall provide two (2) digital copies of the "As Built" drawings to the City Engineer or Designated Representative, as follows:
 - 1. One (1) copy shall be in a digital file format as specified by the City Engineer or Designated Representative; and,
 - 2. One (1) copy shall be in a digital image form, Portable Document File (PDF)
 - c. The Owner/Developer shall provide GIS location data for all manholes, inlets, valves, hydrants, meters, lift stations, and junction boxes as part of the As-Built submittal. Said GIS data shall be provided in a coordinate system specified by the City Engineer or Designated Representative and Diamondhead Water and Sewer District or Designated Representative.
- 306.1.9 Upon approval of the Final Plat by the City Council, copies of the plat shall be submitted to the Administrator's office as follows:
- a. The Developer shall provide ten (10) 18" x 24" copies of the Final Plat to the City, one (1) of which is to be mylar diazo films and two (2) of which are to be digital copies, and all of which are to be exact duplicates of the original no smaller than 24" x 36".
 - b. Once the final plats show written approval of the City Council, all copies will be returned to the Developer for recording.

- c. Once all copies have been recorded by the Developer with Hancock County and one (1) paper copy of the plat filed with the Chancery Clerk, the Developer shall ensure the following:
 - 1. One (1) mylar (diaz film) copy of the plat shall be filed with the Administrator;
 - 2. One (1) paper copy of the plat shall be filed with the City Clerk.
 - 3. One (1) paper copy, one (1) pdf and one (1) electronic copy of AutoCAD file(s) to Diamondhead Water and Sewer District, within 30 days.
- d. The Developer shall provide two (2) digital copies of the recorded "Final Plat" drawings to the City in the following form:
 - 1. One (1) copy shall be in a digital file format as specified by the Administrator; and
 - 2. One (1) copy shall be in a digital image form, Portable Document File (PDF)

306.1.10 If the final plat is not approved by the City Council, the grounds for disapproval shall be stated in the minutes.

306.1.11 Upon approval of the final plat by the City Council, the plat shall be submitted, by the Owner, to the Hancock County Chancery Clerk's office for recording within 30 days; otherwise final plat approval will be null and void.

307. - Required Improvements and Standards.

307.1 *General:*

307.1.1 The improvements required under this section shall be designed and constructed under the observation and in accordance with specifications set forth by the City of Diamondhead, Mississippi.

307.1.2 The complete design calculations will be provided by the Developer's engineer for all required improvements and will be reasonably subject to the specifications set forth by the City as well as the City Engineer or Designated Representative's review of the subdivision plans and calculations. The design will be based on generally accepted engineering practices for the particular site in which they are to be installed.

307.1.3 General standards for improvements shall be as follows:

- a. All sewer lines, storm drains, water lines and conduits for private utility crossings, any other underground structures within street right-of-way must be installed before streets or alleys are paved.
- b. Water and sewer connections shall be provided as per Diamondhead Water and Sewer District requirements.
- c. Private utilities, such as electricity, telephone, gas, cable television, etc., may be located in utility easements separate from rights-of-way and easements used for the water, sanitary, and stormwater sewer systems, if additional area is required for installation of private utility.
- d. Materials and equipment, except as required for water and sewer utilities, provided as a part of these subdivision regulations must be approved by the City of Diamondhead prior to installation. The material and equipment must also match the manufacturer make and model of similar installations throughout the City as deemed necessary by the City. Materials and equipment for water and sewer utilities shall be as required by Diamondhead Water and Sewer District.

307.1.4 All subdivisions developed in phases or which have future subdivisions extending from them, must submit a plan, subject to approval of the City, indicating how required improvements will accommodate future phases and subsequent subdivisions in keeping with all requirements and standards of these regulations.

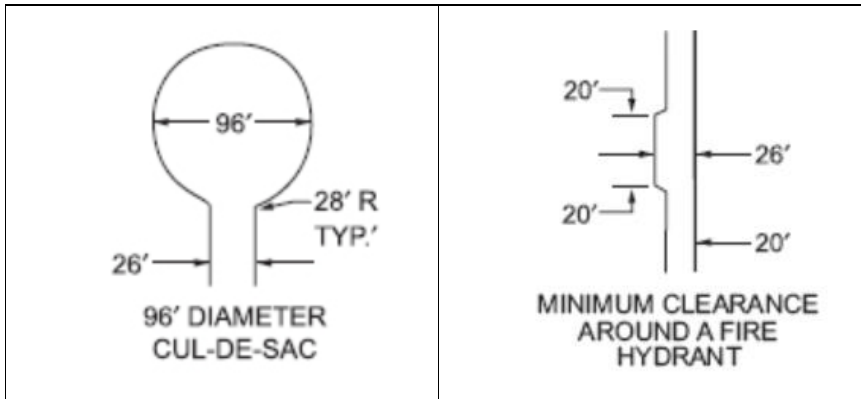
308. - Streets and Alleys.

Street improvements shall be provided in each proposed subdivision as prescribed below:

- 308.1 The location, grade, width and character of all streets shall be correlated with existing planned streets and topographical conditions for public safety and convenience and in relation to the proposed use of the land to be served by such streets. **Striping and signage shall be in accordance with the MUTCD.**
- 308.2 In cases where the subdivision plat embraces or abuts any part of a major street, arterial street, highway or parkway, the following will apply:
 - 308.2.1 Residentially zoned subdivisions will be required to accomplish one of the following:
 - a. Include minor streets in additional right-of-way parallel to and along the side of the major street or highway which functions as a service drive for any lots facing toward the major street.
 - b. Have all lots along the major street or highway as double frontage lots with no direct access to the major street. Double frontage lots are prohibited on minor streets.
 - 308.2.2 Commercially or industrially zoned subdivisions: shall be required to accomplish one of the following:
 - a. Include minor streets in additional right-of-way parallel to and along the side of the major street or highway which would function as a service drive for any lots adjacent to the major street or highway unless a service drive already exists or is permitted by MDOT or the City.
 - b. Have a limited number of access points onto the major street or highway with the specific access location and widths approved by the Commission at the time of the sketch plat approval. Mississippi Department of Transportation must approve access points and widths along highways prior to the Developer's request for preliminary plat approval.
- 308.3 Proposed streets shall be designed to conform to the contour of the land so as to produce the required street grade and lots of usable character, but shall not exceed grades listed in Article 308.9, unless a variance from these grades are granted by the Commission and City Council due to site conditions.
- 308.4 Minor streets shall be laid out so that their use by through traffic will be discouraged.
- 308.5 No new half-streets or half-alleys will be accepted.
- 308.6 Streets designed to have one end permanently closed ~~(Cul-de-Sac)~~ shall provide, at the closed end, a turnaround **as required in the Requirements for Dead-End Fire Apparatus Access Roads table below. Cul-de-sacs if selected for turnarounds shall have with a minimum right-of-way of one hundred twenty-five (10025) feet (diameter) and a minimum driving surface radius of thirty-five (35) feet, unless a median is provided, then the minimum driving surface width shall be twenty (20) feet. No street terminating with a cul de sac shall exceed six hundred (600) feet in length unless a variance is granted pursuant to Section 324.** No dead-end streets will be allowed.

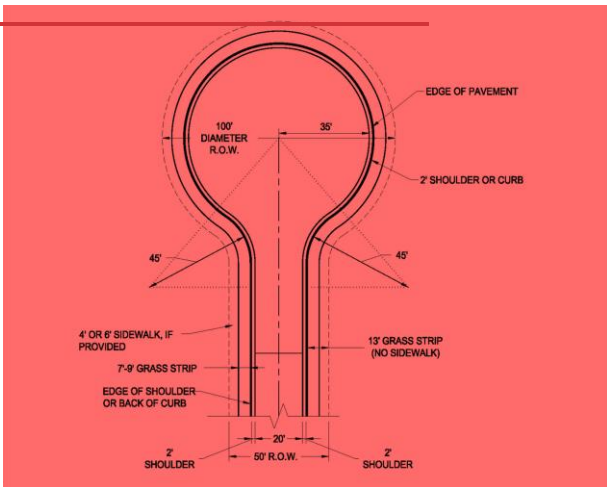
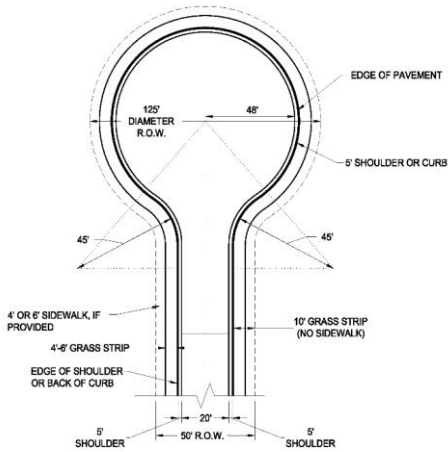
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS		
LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead or 96-foot diameter cul-de-sac
501-750	26	120-foot Hammerhead or 96-foot diameter cul-de-sac
Over 750		Special approval required

- a. Temporary culs-de-sac may be approved by Commission and City Council during sketch plat approval.



- 308.7 No street names shall be used which will duplicate or be confused with the names of existing streets in the city. Proposed streets in alignment with existing streets shall bear the names of existing streets.
- 308.8 Alleys shall be dedicated along the rear of all lots to be used for business and industry unless, in the opinion of the Commission, such alleys are unnecessary. Alleys are not required in residential areas except where, in the opinion of the Commission, such alleys are necessary. Alleys may be required in order to achieve the desired urban pattern set forth in the Comprehensive Plan for Diamondhead.
- 308.9 Street grades shall not be less than five-tenths (0.5) percent grade, Street grades shall not exceed the following:
 - 308.9.1 Arterial streets and commercial and industrial streets not greater than four (4) percent.
 - 308.9.2 Collector streets not greater than five (5) percent.
 - 308.9.3 Minor streets and alleys not greater than eight (8) percent.
- 308.10 Reserve strips which control the access to other streets or abutting property shall be prohibited except where their control is deliberately placed by the Commission.

Figure 3.1 - Typical Cul-de-Sac Configuration for Minor Streets



308.11 All streets shall have a minimum vertical clearance of fourteen (14) feet. Where curb and gutter are provided, there shall also be a minimum of eighteen (18) inch clearance from the back of the curb to any obstructions along the shoulder of the street.

308.12 Street widths shall be as shown on the major thoroughfare plan and where not shown thereon shall be no less than the following:

Table 3.1 - Right-of-Way and Pavement Width Requirements

Street Classification	Right-of-way Width	Pavement Width ²

Arterial streets	120 feet	63 feet
Collector streets	80 feet	45 feet
Minor streets	50 feet	20 feet
Dead-end streets (cul-de-sac)	50 125 feet diameterradius	20 feet Varies ¹
Dead-end streets (Hammerhead)	50 feet	Varies ¹
Alleys serving business lots	20 feet	17 feet
Alleys serving residential lots	20 feet	15 feet

¹Minimum with Median (See Section 308.6)

² Minimum 26' pavement width by 40' length where fire hydrants are located.

308.12.1 Should the Developer elect to construct a street with medians, the following requirements shall be met:

- a. The median for arterial and collector streets shall be designed to have a width not less than the width of one (1) lane of travel. Recognizing the inclusion of a median necessitates an alternative cross-sectional design from that achieved by applying the provisions of Table 3.1, the cross-sectional design of a street with a median shall be subject to the approval of the City Engineer or Designated Representative.
- b. The minor street shall be designed to have a minimum width not less than 6'. Recognizing the inclusion of a median necessitates an alternative cross-sectional design from that achieved by applying the provisions of Table 3.1, the cross-sectional design of a street with a median shall be subject to the approval of the City Engineer or Designated Representative.
- c. ~~On cul-de-sac turnarounds with medians, there must be a minimum pavement width of twenty (20') feet between the median and the outside edge of the street not including shoulder. Medians in cul-de-sacs will not be allowed.~~

308.13 Street intersections shall be as nearly at right angles as practicable.

308.13.1 Acute angles at street intersections will not be accepted and in no case will an angle of less than sixty (60) degrees be permitted.

308.13.2 Street center line offsets shall be no less than one hundred and twenty-five (125) feet unless, unless in the opinion of the Commission, a lesser offset is acceptable.

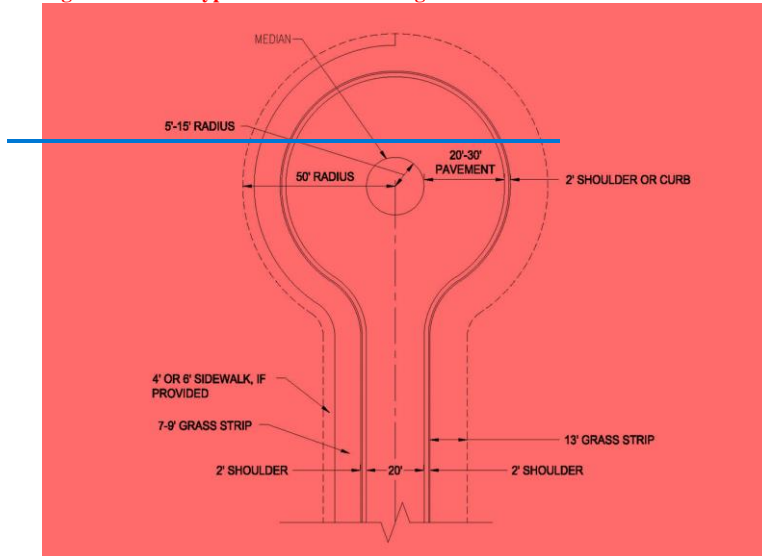
308.14 The minimum radii of curvature on the center line shall be as follows:

- 308.14.1 Arterial streets, four hundred (400) feet.
- 308.14.2 Collector streets, two hundred (200) feet.
- 308.14.3 Minor streets, one hundred (100) feet.

308.15 Between reversed curves there shall always be a tangent of at least one hundred (100) feet long on arterial and collector streets and fifty (50) feet long on minor streets.

308.16 Street corners for intersections of residential minor and cul-de-sac streets shall be rounded by a simple curve radius of not less than twenty-five (25) feet.

Figure 3.2 — Typical Cul de Sac Configuration with a Median



308.16.1 Minimum radii must be increased, subject to approval by the City, when the smallest angle of the intersection is less than ninety (90) degrees or at intersections involving any streets with volumes or level of service greater than residential minor and cul-de-sac streets.

308.16.2 Site distances at intersections will be in accordance with the current American Association of Highway and Transportation Officials (AASHTO) Standards.

308.17 Streets shall be graded by the Developer to an approximate width in the center of the right-of-way to provide for a minimum of the required pavement width, including curbs and gutters, if provided, and any necessary drainage structures, plus the additional width for sidewalks, if provided, or other improvements as may be required.

308.17.1 No French Drains are permitted within City right-of-way without prior approval by the City Engineer or Designated Representative.

308.18 For Arterial and Collector streets, a suitable hard surface permanent type of pavement shall be designed by the Developer's engineer in accordance with current guidelines as set forth by the Asphalt Institute, Mississippi Asphalt and Pavement Association, and/or American Association of Highway and Transportation Officials (AASHTO) Mississippi Standard Specifications for Road and Bridge Construction, latest editions; as applicable. The design shall be based on a traffic analysis period of at least thirty (30) years. The process for designing the pavement shall generally be as follows:

- a. Following sketch plat approval, the Developer's design engineer shall classify the soils as either poor or excellent, based upon a geotechnical report. The geotechnical report shall be created through the utilization of a fully functioning geotechnical laboratory which routinely performs

geotechnical investigations and shall examine the sub grade soils and determine the existing soil conditions, including the type of material, groundwater depth, and strength of material.

- b. Soil borings will be required at a minimum interval of every 500' along the proposed road with excellent soil conditions and a minimum interval of every 250' along the proposed road with poor soil conditions. Soil borings will be taken at minimum depths of eight (8) feet below ground and will also be required to be taken at anticipated high traffic locations and at all low areas along the proposed road. All boring locations shall be approved by the City Engineer or Designated Representative.
- c. The Developer's design engineer shall submit the pavement design based on his/her determination of the soils type classification, poor or excellent, along with a copy of the geotechnical testing report to the City Engineer or Designated Representative.
- d. The City Engineer or Designated Representative shall concur with the design engineer's pavement design or shall otherwise recommend an alternate for roadway pavement design.

308.18.1 Prior to the proposed subdivision receiving preliminary plat approval, the pavement design for minor streets and alleys shall consist of the following Flexible Pavement Design consisting at a minimum of:

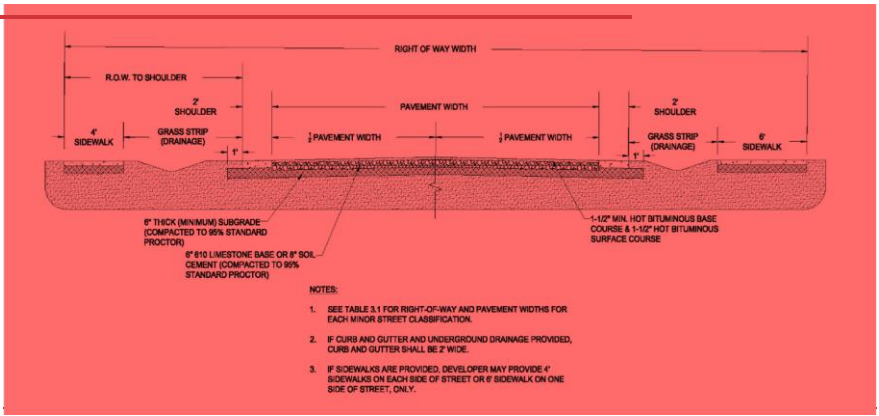
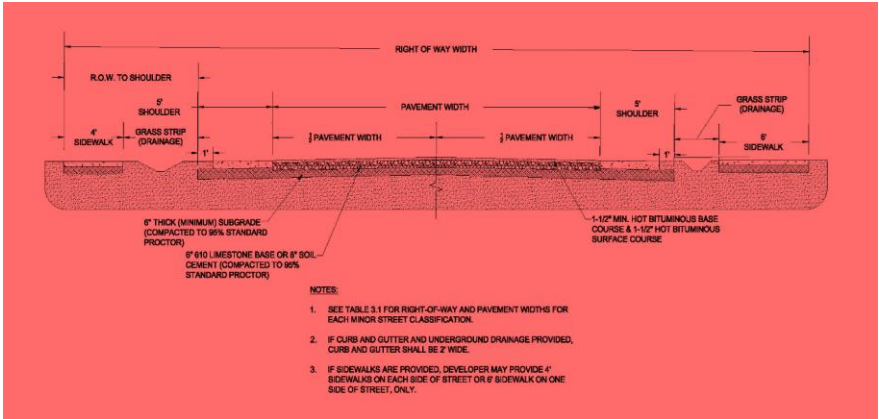
- a. A properly compacted minimum six (6) inch thick subgrade (minimum 95% Standard Proctor).
- b. A minimum 95% Standard Proctor 610' gradation limestone base six (6) inches thick or soil cement base eight (8) inches thick.
- c. Minimum surface course asphalt pavement of a one and on-half (1-1/2) inch base course and a one and one-half (1-1/2) inch surface course. Materials for this work shall conform to material requirements for Section 400 and Section 700, Mississippi Standard Specifications for Road and Bridge Construction, latest edition. ~~A certified MDOT asphalt mix design shall be used for the base course and surface course. The certified MDOT asphalt mix design shall be submitted to the City Engineer or Designated Representative. The asphalt pavement shall be tested in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition, by an MDOT certified testing laboratory. An on-site inspector shall be present when asphalt pavement is laid. All costs for testing and inspection shall be the responsibility of the Developer. The on-site inspector shall be paid for by the City.~~
- d. The sub grade and base shall be prepared and compacted to a minimum of one (1) foot beyond the shoulder or the back of curb and gutter, if provided.

308.19 All pavement construction will be in accordance with the current Mississippi Standard Specifications for Road and Bridge Construction. Portland Cement Concrete pavement will not be permitted in any residential subdivision unless specifically approved by the Administrator. Concrete pavement may be proposed for Arterial and Collector streets based on traffic load, soil conditions and service life. For concrete pavements, as well as curbs and gutters, a detailed joint plan will be provided in the construction plans, prior to preliminary plat approval, showing all joints to be in the pavement, curbs and gutters as it is to be laid out on the developmental site.

308.20 A sieve analysis of any base materials will be conducted before any base is delivered to the subdivision site. Certified copies of the sieve analysis shall be provided to the City.

308.21 Where curb and gutter is provided, the curb and gutter shall be constructed of 3,000 pounds per square inch Portland Cement concrete and the curbs shall be poured integrally with the gutters, unless otherwise approved by the City Engineer or Designated Representative.

Figure 3.23 Minor Street Section with Ditches



308.22 Where sidewalks and curb and gutter are provided, curb cut ramps must be provided at all street intersections as well as possible future crosswalk areas to accommodate physically handicapped persons. The ramp width shall be four (4) foot as a minimum, exclusive of the side slopes. All sidewalks, ramps and public access ways must meet the latest standards and regulations of the American with Disabilities Act.

308.23 Density tests shall be performed on the compacted subgrade and compacted base courses by dividing ~~the~~ each course area into three hundred and fifty (350) square yards or fraction thereof, but not less than one (1) for each day laying of pavement. Additionally, all trench crossings will require density tests of the subgrade and base courses at a minimum of three (3) density tests per trench crossing or every fifty feet (50'), whichever is less. **Density tests of shoulder shall be performed every one hundred feet (100') of shoulder.**

308.23.1 Compaction tests shall be performed in, the presence of the City Engineer or a Designated Representative thereof **by an MDOT certified testing laboratory.** The Owner/Developer must notify the City a minimum of twenty-four (24) hours prior to the test.

308.23.2 Where trenches run parallel to the roadway and under the pavement, the trench shall be divided into three hundred (300) foot segments and there shall be performed at least one set of density tests for each 300-foot segment. Trenches of this nature are discouraged by the City of Diamondhead.

308.23.3 All base material shall be proof rolled prior to placing the pavement shown in the Developer's approved plans and specifications. The proof roll may occur using a loaded dump truck or a similar heavy truck. The City Engineer or Designated representative thereof shall be present to witness and verify that the street base is stable and that there is no visible movement. Should the base experience "pumping" and loss of bearing due to accumulated water beneath the sub grade or due to other reasons, the Developer's contractor shall remove the affected soil to a sufficient depth and replace with a dry fill material or allow the excess moisture to dissipate sufficiently to achieve the specified compaction without moving or "pumping." Compaction tests to the specified density shall not relieve the Developer from proof rolling the base and repairing any areas which "pump," as determined by the City Engineer or Designated Representative.

308.24 The location of all water and sewer service lines will be permanently marked in the concrete curb, if the curb is provided.

308.25 The centerline of the street pavement will also be the centerline of the right-of-way, unless otherwise permanently and clearly marked.

308.26 Traffic circles, if proposed, shall be designed in accordance with Federal Highway Administration Publication FHWA-RD-00-067 "Roundabouts: An Information Guide."

308.27 Should an alternative street section be proposed, due to drainage or other considerations, the alternative street section shall be approved by City Engineer or Designated Representative.

308.28 Street Name Signs shall have a green background and white legend with letters measuring 3 inches in height. The minimum height shall be 7 feet measured vertically from grade to the bottom of the sign with a lateral offset of 6 feet from the edge of pavement to post. Posts shall be black 2 inch square tubing or 2 inch diameter pipe.

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309. - Water Distribution System.

309.1 All water systems shall be designed, constructed, inspected and tested in accordance with the regulations, standards, and specifications of the Diamondhead Water and Sewer District, except for more stringent requirements set forth by the appropriate Mississippi State authorities.

309.2 The Developer shall connect the proposed subdivision to the Diamondhead Water and Sewer District infrastructure, with Diamondhead Water and Sewer District approval. The Developer will be responsible for any improvements required so that the existing water system can accommodate the increased demand placed upon it due to the new subdivision.

309.3 Prior to service being connected to the Diamondhead Water and Sewer District water system, all wells or water sources owned or used previously by the potential customer shall be physically disconnected from the plumbing to be supplied by the Diamondhead Water and Sewer District. Potential customer shall follow requirements of Diamondhead Water and Sewer District for connecting to water system.

309.4 The Owner/Developer shall provide a letter of design approval from the Mississippi Department of Health to the Administrator.

309.5 Prior to receiving a Development Permit for the construction of any water system improvements, including any site work involving clearing, grading, filling, dredging, excavating, or alike, the Owner/Developer shall provide a letter of design approval from the Diamondhead Water and Sewer District or any other public water utility existing and available at the time of development.

309.6 Prior to Final Plat approval, the Owner/Developer shall provide to the Administrator a letter of acceptance of the water system facilities from the Diamondhead Water and Sewer District or any other public water utility existing and available at the time of development.

310. - Sanitary Sewer Collection Systems.

- 310.1 All sewer systems shall be designed, constructed, inspected, and tested in accordance with the regulations, standards, and specifications of the Diamondhead Water and Sewer District, except for more stringent requirements set forth by the appropriate Mississippi State Authorities.
- 310.2 The subdivider shall connect to the Diamondhead Water and Sewer District sanitary sewer system.
- 310.3 The Owner/Developer shall provide a letter of design approval from the Mississippi Department of Environmental Quality.
- 310.4 Prior to receiving a Development Permit for the construction of any sewer system improvements, including any site work involving clearing, grading, filling, dredging, excavating, or alike, the Owner/Developer shall provide a letter of design approval from the Diamondhead Water and Sewer District.
- 310.5 Prior to Final Plat approval, the Owner/Developer shall provide to the Administrator a letter of acceptance of the sewer system facilities from the Diamondhead Water and Sewer District.

311. - Stormwater Management System.

- 311.1 A stormwater management system, including ditches, drainage culverts, inlets, catch basins, junction boxes and all other necessary components shall be installed by the Developer throughout the proposed subdivision in accordance with the City's Stormwater Master Plan and Stormwater Management Ordinance
- 311.1.1 The entire storm drainage system should be designed in accordance with the Stormwater Management Ordinance and City's Stormwater Master Plan.
- 311.1.2 Erosion, sediment, and stormwater controls consistent with guidance from the Mississippi Department of Environmental Quality shall be incorporated into the design.
- 311.1.3 Maintenance of swales shall not be the responsibility of the City of Diamondhead but shall be maintained by the property owner. Swales shall be kept free of debris, fences, or structures (unless approved by all users), trees, shrubs, and vegetation which impedes the flow in the swale.
- 311.2 No property proposed to be subdivided within the City of Diamondhead will be allowed to be filled, graded, cleared or contoured, nor shall any other action be taken thereon whereby the surface drainage from said property will be created, increased, redirected, re-routed, funneled, dispersed, or otherwise affected unless and until all requirements and provisions of the Stormwater Management Ordinance and these regulations are met with full compliance.
- 311.3 Prior to any work being done, preliminary plat approval shall first be obtained from the Administrator.
- 311.3.1 A Storm Water Pollution Prevention Plan (SWPPP) meeting the requirements of the Mississippi Department of Environmental Quality (MDEQ) shall be included with the plans.
- a. A copy of MDEQ approval shall be submitted if the parcel is over five acres or for land disturbing activities which are part of a larger common plan of development or sale that are initially less than five (5) acres, but will ultimately disturb five (5) or more acres.
 - b. A copy of the drainage calculations in accordance with the Stormwater Management Ordinance.
- 311.4 Should the development impact the City's stormwater drainage system in a manner which requires improvement to the City's stormwater drainage system, all costs associated with such improvements shall be borne by the Developer.
- 311.4.1 The Developer may choose to incorporate Low-Impact Development (LID) techniques into subdivision design to reduce stormwater runoff and reduce subdivision's impact on existing stormwater drainage system. The LID plan shall include storm water calculations in accordance with the Stormwater Management Ordinance (pre-existing conditions and post-development

conditions), required detention volume, hydraulic conductivity of the soil type(s) at the site based on the U.S. Department of Agriculture National Resources Conservation Service Soil Survey, capacity of LID Best Management Practices (BMPs), details showing construction of LID features, plantings to be included in LID features and plan for maintaining LID features. Maintenance of the LID BMPs will be required for two (2) years and shall be included in the maintenance bond for the project. **At the discretion of the City, the maintenance bond period may be extended.**

- 311.5 The impact of development on the off-site upstream and-downstream drainage will be included in the drainage calculations prior to preliminary plat approval.
- 311.6 The grading and drainage plan will show the existing and general proposed finished grading of each lot, as well as proposed maximum building pad elevation for each lot. Erosion, sediment, and stormwater controls consistent with guidance from the Mississippi Department of Environmental Quality (MDEQ) shall be incorporated into the design.
- 311.7 Storm drainage improvements will consist of adequate ditches, culverts, pipes, catch basins, and curb inlets. Corrugated metal pipe will not be acceptable. Reinforced concrete or other material approved by the City Engineer or Designated Representative shall be the only approved materials used for stormwater drainage under city streets. Only existing natural drains that already run through the development may be reutilized in the overall subdivision drainage plan unless a variance is granted by the Commission and City Council after review and findings by the Commission. However, swales as defined in Section 317.1.1, may be used to a limited extent.
- 311.8 Drainage of storm water will not be allowed to cross the centerline of any street as it flows over the street pavement surface. Gutter flow lines must drain into a curb inlet or catch basin and the use of flumes through the back of curbs will not be allowed. Alleys may be utilized for the conveyance of storm water provided the anticipated volume of flow and depth of flow is indicated on the drainage plan and approved by the City.
- 311.9 Catch basins and curb inlets will be spaced at an approximate distance to ensure that water in the gutter will not be more than eight (8) feet into the street measured from the back of the gutter. Curb inlets shall not have more than a four (4) inch vertical opening and shall not cause a hazard to pedestrians. Junction boxes, curb inlets, and catch basin sizes and openings shall be designed to be of sufficient capacity to handle the amount of stormwater drainage into it and shall in no way cause a restriction to the amount of drainage going through the inlet or outlet pipes at that respective location.
- 311.10 The outlet ends of culverts will terminate with a flared end section or headwall with a slope to the top of the bank above the outlet of a minimum of three (3) feet horizontally to one (1) foot vertically. The outlet ends of culverts will also have permanent erosion control and dissipaters as well as provisions to prevent sedimentation of downstream drainageways during subdivision construction and development on each lot.
- 311.10.1 Stream or ditch banks opposite of an outfall structure shall be armored with riprap or an approved equivalent material to prevent erosion.
- 311.11 The stormwater system design and plans shall include the following:
- 311.11.1 The proposed finish invert elevations will be shown at the inlets, outlets, and at any changes in slopes.
- 311.11.2 Catch basin or curb inlet flow line elevations will be shown.
- 311.11.3 Calculations meeting the requirements of the Stormwater Management Ordinance will be provided for the amount of rainwater runoff and required sizes, slopes, and actual capacity for all culverts and ditches to handle this runoff. The appropriate values for "I", precipitation intensity in inches per hour, shall be obtained from the NOAA Website at <http://hdsc.nws.noaa.gov/hdsc/pfds/>. This website provides precipitation intensity information.
- 311.11.4 ~~Any~~ storm drain system shall be installed under areas of pavement such as, but not limited to, roads, alleys, driveways, and parking areas shall be reinforced concrete pipe (RCP). ~~Unless the City Engineer or Designated Representative determines that adequate cover and embedment is provided for another suitable pipe material and approves the use of another~~

~~suitable pipe material. Storm drains installed parallel to streets may be Advanced Drainage Systems (ADS), High Density Polyethylene (HDPE), or other material as approved as by the City Engineer or Designated Representative.~~

- 311.11.5 Existing and proposed ditch cross sections.
- 311.11.6 All drainage structures (inlets, headwalls, and manholes) shall be numbered on the plans.
- 311.11.7 All ditches shall be designed to limit erosion of the city's drainage system.
- 311.12 Subdivision drainage shall be designed in manner where the site drains to existing storm drain structures. Should additional drainage structures be required, the proposed drainage shall be placed underground in pipes if at all possible and placed in a permanent drainage easement.
- 311.12.1 Drainage easements shall be kept clear of all items which could adversely affect the drainage. If items such as fences, landscaping material, and other appurtenances installed by the property owner in the easement must be removed by the city to service the drainage system, the cost of removal and/or replacement shall be the responsibility of the property owner.
- 311.13 Prior to beginning construction, the Owner/Developer shall compile a video library of the upstream and downstream sections of each storm drain tap. The existing drainage pipe shall be videotaped from the point of new connections to the nearest inlet in either direction but shall not exceed three hundred feet (300'). When completed the video tape files shall be submitted the Administrator.
312. - Easements.
- 312.1 Utility and drainage easements are required for all lots for utilities and drainage which are not located in rights-of-way. The easements for each lot shall be 10' drainage/utility easement along the front property line, 5' drainage/utility easement along each side lot line and 10' drainage easement along rear property line. Property owners will be responsible for the maintenance and upkeep of these easement areas.
- 312.2 Where a subdivision is traversed by a drainage ditch, watercourse, natural channel, or stream, there shall be provided an easement to the city conforming to the limits of such watercourse plus additional width as necessary to accommodate future construction and maintenance as recommended by the City. This additional width shall be no less than ten (10) feet measured from the top of each ditch bank.
- 312.3 No dedicated easement shall be less than 15 feet.
- 312.4 No new half easement will be accepted.
313. - Accessibility.
- 313.1 A minimum of two (2) entrances shall be provided for a subdivision with more than thirty (30) lots, unless a variance is approved by Commission and City Council on sketch plat.
- 313.2 If a subdivision requiring a minimum of two (2) entrances is constructed in phases, the entrances may be provided in the different phases, if the phases are completed within two (2) years of Construction Plan approval.
314. - Lots.
- 314.1 Lot sizes, shapes, and locations shall be made with due regard to topographic conditions, contemplated use and the surrounding area.
- 314.2 Lots shall not be platted in any area known to be subject to inundation, or in areas which, for other reasons, such as topography, are unsuitable for residential occupancy, nor for such other uses as may increase danger to health, life or property or flood hazard. On land subject to inundation, such area shall be clearly indicated on the plat.

- 314.3 Lot dimensions shall conform to the requirements of the zoning ordinance or any other land use regulation as may be enforced by the City of Diamondhead.
- 314.4 Every lot shall abut a dedicated street for at least the minimum width of a lot at the building line, as set forth in the Diamondhead Zoning Ordinance. Variances may be granted to this street frontage upon approval by the Commission and City Council in the case of cul-de-sac and curves in streets. However, every lot must abut a dedicated street for distance of at least thirty (35) feet.
- 314.5 Double frontage lots between parallel streets will not be allowed except in the case of one frontage being along an existing street or in compliance with Section 308.2. Where double frontage lots are permitted, access to those lots shall be permitted from one street only.
- 314.6 Corner lots shall be sufficiently larger than interior lots so as to allow houses to conform to front yard building set back lines on both streets.
- 314.7 Side lot lines shall be at right angles to the street line wherever practical.
- 314.8 Lots in commercial or industrial areas shall be of sufficient size to permit off-street parking for patrons plus loading and unloading areas necessary for the operation of the business. In no case shall the number of off-street parking spaces or the loading area requirements be less than the minimum requirements of the Zoning Ordinance.
315. - Sidewalks.
- 315.1 Sidewalks are not required in all residential subdivisions but are required at all new commercial and industrial subdivisions. Where provided, sidewalks shall be constructed in the street right-of-way in every case practicable.
- 315.2 If provided, sidewalks shall be constructed inside of and adjacent to the right-of-way limit (See Figure 3.2); however, placement may vary under conditions requiring a variance when such is deemed necessary by the city's Administrator.
- 315.3 In residential districts, if provided, sidewalks shall be a minimum of four (4) feet wide if sidewalks are provided on each side of street. If sidewalks are provided along only one side of a street, the sidewalks shall be six (6) feet wide. All sidewalks shall be four (4) inches of thickness of 2500 psi mix concrete.
- 315.4 In commercial or industrial zoned areas sidewalks shall be a minimum of six (6) feet wide and four (4) inches of thickness of 3000 psi mix concrete, and in said districts, the sidewalks may abut the street curb or the edge of the pavement.
- 315.5 All sidewalks will be required to have reinforcement in those sections or portions used for driveways.
- 315.6 All sidewalks must have expansion joints placed at 25-foot intervals and at driveways, curbs, or any other major abutting structures, and will have transverse contraction joints one (1) inch deep every four (4) feet longitudinally along the ramps and transition areas with flared sides as required by current Federal and State standards. The maximum transverse slope for sidewalks will be one (1) inch vertically across the four (4) feet width and the maximum longitudinal slope will be one (1) inch vertically to one (1) foot horizontally. **Subgrade under sidewalks shall be 6" thick, compacted to 95% standard proctor. Density tests shall be taken of the subgrade beneath the sidewalk in each residential lot, in residential districts, or every 100' in commercial or industrial zoned areas.**
- 315.7 All sidewalks must be completed prior to any building or house receiving a Final Certificate of Occupancy; provided, however, in the event a sidewalk cannot be constructed for good cause shown, a Final Certificate of Occupancy may be obtained by the posting of a cash bond with the City of Diamondhead in the amount equal to the sidewalk cost of installation, as estimated in writing by the City.
- a. After posting the required bond, the Developer, builder, or property owner shall have two (2) years to construct the sidewalk.

- b. Prior to beginning construction of the sidewalk, the Developer shall notify the Administrator and obtain all necessary permits.
 - c. The City Engineer or Designated Representative shall inspect the sidewalk prior to pouring concrete and again after the final pour.
 - d. Upon passing of the City Engineer's inspection of the sidewalk, the City shall release the bond to the Developer.
 - e. In the event the Developer fails to construct the sidewalk within the two (2) year period, the City shall build the sidewalk and draw upon the bond for the construction cost. The remainder of the bond shall be refunded to the Developer.
- 315.8 Two (2) years from approval of the final subdivision plat by the City Council, the owners of any lot, or lots, for which sidewalks have not been installed, if sidewalks have been provided in the subdivision, shall be required to do so, at their own expense. In the event sidewalks are not installed, as herein prescribed, the City Council can be petitioned to extend the time not more than one (1) year with the extension of the maintenance bond for one (1) year or the City Council may authorize the installation of said sidewalks, the cost of which shall be paid by calling in the maintenance bond and, further provided, that subsequent to the expiration of the aforementioned 2-year period, that no building or certificates of occupancy may be issued for any lot for which a sidewalk has not been installed, as herein provided, until such time as the maintenance bond for sidewalks is called. If any sidewalk is damaged during any construction or other work on a lot, then the property owner(s) of that lot is responsible for the repairs to the sidewalk to the satisfaction of the City Engineer or Designated Representative. These repairs must be made within forty-five (45) days of when the damages occur. In the event that the sidewalk is not repaired as herein prescribed, the City Council shall be authorized to cause to have the said sidewalk repaired, the cost of which shall be paid by calling in the maintenance bond and, further provided, that no certificate of occupancy will be issued on the building or house until such time as the aforementioned sidewalk is repaired by the property owner, at his own expense, or the special assessment is paid in full.
- 315.9 In the event that it can be shown that the sidewalks required herein would be impractical to install or would serve no useful purpose, the requirements of this section may be waived in part or in entirety by the City Council.
- 315.10 ADA compliant ramps for handicap access shall be provided on all sidewalks.
316. - Erosion control.
- 316.1 Design of all required improvements must include considerations for preservation of natural ground cover and desirable growth of shrubs and trees within the right-of-way and easements.
- 316.1.1 Seeding, mulching, and sodding of slopes, swales, and other erodible areas must be included in the design plans as well as prevention of sedimentation in stormwater management systems and natural drainage areas during the development and construction on each lot of the subdivision. The design plans shall conform to Mississippi Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Management, Volumes 1 and 2. Sediment basins shall be sized based on a 5-year, 3" rainfall, minimum.
- 316.1.2 Other erosion-prevention measures may be necessary depending upon climatic conditions, natural environment, and site conditions.
- 316.2 No slopes of soil materials shall be steeper than three horizontal to one vertical (3:1) or the maximum required for soil stability, whichever results in a more gradual slope.
317. - **Lighting and Landscaping.**
- 317.1 Lighting shall be provided by Coast Electric in accordance with City of Diamondhead requirements.

Commented [AL4]: Add maximum spacing of lighting based on Coast Electric criteria

317.2 Lighting for safety shall be provided at intersections, along walkways, between buildings, and in parking areas. **Lighting shall be dual fixture LED with warm yellow lenses at a maximum 120' spacing, staggered, providing the minimum amount of foot candles required to meet safety standards.**

317.3 The height and shielding of lighting standards shall provide proper lighting without hazards to drivers or nuisance to residents and the design of lighting standards shall be of a type appropriate to the development and the municipality.

317.4 Street trees shall be 3-1/2" caliper DBH spaced 50-foot on center and placed within the verge (if applicable) or adjacent to the sidewalk. Tree species may be selected from the approved mature tree species list or be one of the following heritage trees: Cedar Elm, Bald Cypress, Black Gum, Live Oak, Southern Magnolia, Sweet Gum, White Oak.

317.5 Trees within center median islands shall be Sylvestris Palms with 15' of clear trunk, spaced 35-foot on center.

317.6 All proposed landscaping within right-of-way or common areas must be submitted for review.

318. - Underground wiring.

318.1 All electric, telephone, television, and other communication lines, both main and service connections, servicing new developments, shall be provided by underground wiring with easements ~~or dedicated rights-of-way~~, installed in accordance with the prevailing standards and practices of the utility or other companies providing such services. **Electrical transformers shall be installed at the rear of the drainage and utility easement.**

318.2 Lots that abut existing easements or rights-of-way where overhead electric or telephone distribution supply lines and service connections have previously been installed may be supplied with electric service from the overhead, lines, but the service connections from the utilities overhead lines shall be installed underground. In the case of the existing overhead utilities, should a road widening, or the extension of service, or other connection occur as a result of the subdivision and necessitate the replacement or relocation of such utilities, such replacement or relocation shall be underground.

319. - Monuments.

319.1 Lot and block corners shall be marked with iron pipes or rods at least one-half (1/2) inch in diameter and twenty-four (24) inches long.

319.2 The outer boundary corners of the subdivision and intermediate points as required by the City shall be marked with either concrete blocks six (6) inches square and thirty (30) inches long, or with iron pipes two (2) inches in diameter and four (4) feet long; markers shall be provided with center points.

319.3 Developer will provide permanent concrete monument benchmarks with elevation in accordance with Hancock County datum and/or U.S. Geographical Survey datum and state plane coordinates (transverse mercator projections):

319.3.1 Minimum of one (1) per every 1,500 feet of pavement for developments containing more than four (4) lots.

319.3.2 Exact benchmark location and Information to be shown on all plats and construction plans.

319.3.3 The concrete monument benchmark shall be six (6) inches by six (6) inches (6 x 6) square and four (4) feet long with an iron rod encased in it and a flat-head survey marker cast in the top of the benchmark as a central point. The non-corrosive marker must have at least a two (2) inch shank and a head diameter of two (2) inches or more.

320. - Variances.

320.1 The City Council shall have the power to vary these regulations, excluding any regulations that apply to water and sanitary sewer utilities, when it can be shown by the subdivider that extraordinary hardships unique to the site (not economic hardship) are brought about by strict compliance with these

regulations and that a variance is required so that substantial justice may be done and the public interest secured provided.

- 320.2 Any variance approved by the City Council must be entered into the minutes of the City Council along with the reasons and justifications set forth.
- 320.3 Prior to consideration of such variance, the Commission shall conduct a public hearing thereon and shall forward to the City Council its written recommendations.
- 320.4 Application for a variance shall be filed with the Administrator. The application shall be made on a form prescribed by the Administrator and shall include the following:
- a. Name and address of the owner or applicant.
 - b. A legal description of the property, which shall include, but not limited to, deed of current ownership (not a Deed of Trust), Hancock County tax parcel number identification, and street address.
 - c. If the applicant is not the legal owner of the property, evidentiary proof that the applicant is the authorized agent of the owner of the property.
 - d. A statement describing the variance request and a description of any extraordinary hardship(s) purported to exist.
 - e. The property address and the name and mailing address of the owner of each lot within 300 feet of the subject property and a map with parcels keyed to the ownership and address data.
 - f. Maps, plats, or drawings, sufficiently dimensioned and detailed as required to illustrate the following, to the extent related to the variance application:
 1. Those conditions or circumstances unique to the property which give rise to the variance request, which may include parcel geometry, wetlands, floodplains, topographic conditions, historic sites, or other such features.
 2. The proposed subdivision design features which would exist, if the variance, as requested, was granted.
 3. The boundaries of the subject property together with adjacent streets and adjoining properties (Section 321.4.e).
 4. The Administrator may request additional information necessary to enable a complete analysis and evaluation of the variance request, and determination as to whether the circumstances prescribed for the granting of a variance exist.
 5. A fee established by the City Council shall accompany the application. A single application may include request for variances from more than one regulation applicable to the same site or for similar variances on two or more adjacent parcels with similar characteristics.
- 320.5 *Public Hearing and Notice.* The Commission shall act on the application not more than 45 days following the filing of said application. Notice of public hearing for a variance from the Subdivision Regulations by the Commission shall be given as follows:
- a. Notice shall be given by mail to the applicant at least 15 days prior to the date of the hearing.
 - b. Notice shall be given by mail to the owner of each site within 300 feet of the subject property at least 15 days prior to the date of the hearing.
 - c. Notice shall be given by publication of a legal notice in a newspaper of general circulation at least fifteen (15) days prior to the date of the hearing.
- 320.6 *Action by the Commission.* The Commission shall act on the application not more than 10 days following the closing of the public hearing on a variance. The Commission may recommend that a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited time period

or may be granted subject to conditions as the Commission may prescribe. The Commission shall notify the applicant of its decision by mail and/or e-mail.

320.7 The Commission may grant a variance provided affirmative findings of fact are made on each of the following criteria:

- a. That special conditions and circumstances exist which are peculiar to the land. By way of example, special conditions or circumstances peculiar to land could include irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions.
- b. That special conditions and circumstances do not result from the actions of the applicant.
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, similarly situated.
- d. The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.
- e. In recommending that any variance be granted, the Commission may prescribe appropriate conditions and safeguards in conformity with these regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of these regulations and punishable as determined within these regulations.
- f. Variance applications, reports, and recommendations shall be transmitted to the City Council for final disposition.

320.8 A variance shall run with the land and shall continue to be valid upon a change of ownership of the site to which it applies, except as provided in Section 321.9.

320.9 *Legislative Disposition:*

- a. The City Council shall examine all such applications, reports, and recommendations transmitted to it and shall take further action as it deems necessary and desirable to approve, disapprove, modify, or remand to the Commission for further considerations.
- b. The owner or agent of property that requested a variance and subsequently was granted said variance by the City Council must secure a preliminary plat approval within six (6) months of the variance being granted or said variance will expire.

321. - Hearing and Amendments.

321.1 Prior to any amendments, supplements, modifications, or changes to this ordinance, the following requirements shall be met:

321.1.1 A public hearing shall have been held before the Commission at which parties in interest and citizens shall have had an opportunity to be fully heard.

321.1.2 Notice of the proposed change and of the time and place of the hearing shall have been published for at least fifteen (15) days prior to the day of the hearing in an official paper or a paper having a general circulation in the City of Diamondhead.

321.2 After the public hearing, the Commission shall have submitted its report and recommendations upon the proposed change or amendment to the City Council. The City Council shall not take official action upon the change or amendment until the report of the Commission has been received; provided, however, that if the report has not been filed within 30 days after date of the public hearing, the City Council may then take official action upon the change or amendment.

321.3 Amendments, supplements, changes and modifications may additionally be made in accordance with the laws of the State of Mississippi.

321.4 Amendments, supplements, changes and modifications may be initiated by any one or combination of the following: City Council City Manager, Commission or Administrator.

322. - Authority of City Engineer.

322.1 The City Engineer or Designated Representative shall have the authority to inspect all improvements, except water and sewer improvements which are exclusively the jurisdiction of the Diamondhead Water and Sewer District, to ensure that they are in conformity with all plans, specifications, and any written agreements which have been approved. The City Engineer or Designated Representative has the authority to require the removal and/or replacement, at the expense of the Developer, of any phase of the work, other than water and sewer improvements, which is not in accordance with the requirements of the plans approved in accordance with this ordinance. Diamondhead Water and Sewer District has exclusive authority for approving and requiring removal and/or replacement of any phase of water and sewer improvements.

323. - Engineering Inspection.

323.1 The Developer shall retain ~~the~~ registered engineer ~~who designed the subdivision~~ through final construction to perform monthly on-site inspections and to submit monthly reports ~~every 30 days~~ to the Administrator of all construction, except water and sewer. ~~On-site inspections must also be performed by the Developer's engineer following rainfall events of 1/2" or more. The registered engineer shall provide an on-site inspector during construction.~~ These reports shall include significant events during the reporting period, noted observations, problems, and upcoming milestones. Reporting of construction of water and sewer shall be as required by the Diamondhead Water and Sewer District.

323.2 The Developer's engineer will sign and date ~~this~~the detailed construction inspection report and file with the Administrator by the 15th of the following month. Failure to comply with this provision could result in a stop work order from the City Engineer or Designated Representative.

324. - Public Sites and Open Spaces.

324.1 Due consideration shall be given to the allocation of suitable areas for parks and playgrounds to be dedicated for public use. Where shown on a plat, such public sites and open spaces shall be constructed during the development of the subdivision and prior to Final Plat approval.

324.2 Due regard shall be shown for all-natural features such as large trees, water courses, historic spots, and similar city assets which, if preserved, will add attractiveness and value to the property.

324.3 Lakes, ponds, creeks, and similar areas will be accepted by the City for maintenance only if sufficient land is dedicated as a public recreation area or park or if such area constitutes a necessary part of the drainage control system. Such areas must be approved by the Commission and accepted by the City Council before approving the plat.

325. - Special Provisions.

325.1 No building, repair, plumbing or electrical permits shall be issued by the City for any structure on a lot in a subdivision for which a final plat has not been approved and filed for record, nor for which all public improvements have been provided to said lot nor any structure on a lot within a subdivision in which the standards contained herein or referred to herein have not been complied with in full.

325.2 The City shall not repair, maintain, install, or provide any streets or public utility service in any subdivision for which a final plat has not been approved and filed for record, nor in which the standards contained herein or referred to herein have not been complied with in full.

325.3 When directed by the City Council, the City Attorney shall institute appropriate legal action to enforce the provisions of this ordinance or the standards referred to herein, with respect to any violation thereof, which occurs within the City or within any area subject to all or a part of the provisions of this ordinance.

325.4 The provisions of this section shall not be construed to prohibit the issuance of permits for any lots upon which a residence building exists and was in existence prior to installation of any street or public utility services for, to, or abutting any lot, the last recorded conveyance of which was prior to initial passage of this ordinance.

Commented [AL5]: Need to identify minimum information required for report and items to be inspected. Minimum inspection of monthly or after rain events. Is this primarily a stormwater/erosion control inspection?

325.5 Central Mailboxes, if required by the United States Postal Service, shall be located entirely outside the Ring-Of-Way or Easement including necessary parking. Parking shall be ADA compliant in addition to graded as required in accordance with these Regulations.

326. - Industrial or Commercial Subdivisions.

326.1 An industrial or commercial subdivision shall be processed for an approval in the same manner as provided for a residential subdivision with the following exceptions:

- a. A Master Plan showing compliance with zoning ordinance requirements for zone in which project is located and intended construction including, but not limited to: Buildings; Parking; Access roads; Utilities; striping and traffic controls in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD), etc., shall be submitted by the Developer with the Sketch Plat application
- b. Phases of construction, if any, shall be clearly delineated on the Master Plan. Preliminary Plat submission and Final Plat submissions shall be accomplished for each phase. Each Phase must comply with applicable zoning regulations.
- c. Updates to the Master Plan shall be submitted to the Development Review Committee for review and recommendation to the Commission for review and approval as needed
- d. Construction Plans which deviate significantly from the current Master Plan will not be approved.

326.2 When local streets (not arterial or collector streets) are platted within an industrial or commercial subdivision, the minimum right-of-way width shall be sixty (60) feet, unless otherwise required by zoning ordinance.

326.3 A minimum street width shall be twenty-four (24) feet, not including street shoulder or curb and gutter, if provided. All other streets shall conform to the standards for major and secondary streets prescribed by the master street plan, the zoning ordinance and this ordinance.

326.4 Parking lots, access drives, and service drives intended solely for the use of property owners of said subdivision are not subject to the rules and regulations contained herein and will not be maintained by the City after construction is completed. Parking lots, access drives, and service drives shall comply with the zoning ordinance requirements.

327. - Private Subdivisions.

327.1 Private subdivisions and communities are allowed only in planned unit developments or in large lot developments having at least one acre lots, subject to the approval of the Administrator, the Commission and City Council.

327.1.1 Private infrastructure must be shown on plats which shall be clearly identified as a private subdivision or community.

327.1.2 Water and sewer connections shall be provided to any proposed private subdivision at the location and in the manner as determined by the Diamondhead Water and Sewer District.

327.2 Private subdivisions shall be processed for approval in the same manner as provided for any typical residential subdivision wherein the infrastructure is to be dedicated to public use and maintenance.

327.2.1 Private subdivisions shall comply fully with the terms, requirements and standards set forth in these Subdivision Regulations regarding every aspect of developing a subdivision and constructing the infrastructure therein.

327.2.2 For the purpose of creating a private subdivision, the final plat thereof shall not include a certificate of dedication as specified in Section 306.1.7(c). However, the final plat of any private subdivision shall include a certificate granting the City of Diamondhead and any other public agency the right of access within the subdivision for the purpose of providing access to drainage and utility easements, reading utility meters and administering other necessary public services or inspections.

- 327.2.3 Private streets shall not be designed as through streets nor as stub streets or half streets for future land divisions on abutting tracts. Private streets must be built to a level of service sufficient for access by emergency and service vehicles at all times.
- 327.2.4 Private streets inside the private subdivision shall provide unrestricted internal access to all lots.
- 327.2.5 Private infrastructure and appurtenances shall be held in common ownership by a property owners association.
- a. The Developer shall provide a description of the association, including its bylaws and methods for maintaining private infrastructure and association facilities.
 - b. The association shall be organized by the Developer and shall be operated with a financial subsidy from the Developer, before the issuance of any building permits on lots within the development.
 - c. Membership in the association shall be automatic for all purchasers of homes, lots, or interests therein and their successors. The conditions and timing of transferring control of the association from Developer to homeowners shall be specified.
 - d. The members of the association shall share equitably the cost of maintaining such private infrastructure. Shares shall be defined within the association bylaws.
 - e. The association's bylaws or other appropriate documents shall address, but shall not be limited to, the following:
 1. The property owners' association documents must indicate that the infrastructure within the development is private, owned and maintained by the property owners' association and that the City of Diamondhead has no obligation to maintain or repair for any reason.
 2. The property owners' association documents shall include a statement indicating that the City of Diamondhead may inspect private infrastructure and require repairs necessary to ensure that the same are maintained to acceptable standards for use by emergency and service vehicles.
 3. The property owners' association may not be dissolved without prior written consent of the City of Diamondhead City Council and the conversion of private streets to public streets, provided the private streets meet the minimum standard for public streets at the time of the conversion.
 4. The homeowner's association shall be responsible for payment of bills for water and sewer services as reflected by the reading of master meter located on public right-of-way, provided such master meter is required. Collections and methods of collection from individual homes, lots, or interests within the development shall be the responsibility of the homeowner's association.
 - f. The association documents shall contain a provision that requires access to be granted to emergency vehicles, utility personnel, the U.S. Postal Service, and governmental employees in pursuit of their official duties.
 - g. All improvements shall comply with ADA and other federal requirements.
 - h. Easements shall be provided, when necessary, for stormwater management.
 - i. All water and sewer improvements and services shall be constructed to Diamondhead Water and Sewer District standards.
 - j. If a Developer or homeowner association elects to convert private streets or infrastructure to public use, the infrastructure must be brought to current city standards with the burden of proof of adherence to said standards being the complete and total responsibility of the Developers, homeowner's association, or the petitioner of such conversion. Such conversion may only take place upon approval of the City Council.

328. - Floodplain Areas.

328.1 Land subject to flooding with a frequency of one hundred (100) year flood shall not be subdivided unless precautionary measures are taken to eliminate or minimize flood hazards.

328.1.1 All finished floor elevations shall be in accordance with the City of Diamondhead adopted flood damage prevention ordinance.

328.1.2 This is provided, however, that no fill shall be made, or any subdivision constructed, which will increase flood hazards to other lands, or in any manner to impede or restrict the flow of water in a flood situation.

328.1.3 All areas which remain subject to flooding after the subdivision is constructed shall be delineated on the final plat.

328.2 All utilities and facilities, such as water, sewer, gas, and electrical systems, shall be located, elevated, and constructed to eliminate or minimize flood damage; and adequate drainage shall be provided so as to reduce exposure to flood hazards, per Federal Emergency Management Agency (FEMA) requirements.

329. - Appeals.

329.1 Should any person be aggrieved by the decision of the Commission or any employee of the City of Diamondhead, they shall have the right to appeal such decision within thirty (30) days thereafter to the City Council upon fifteen (15) days written notice of such grievance directed to the City Council with appropriate copies to the employee, Department or the Commission, as the case shall be.

329.2 Should any person be aggrieved by any decision of the City Council, they shall have the right to appeal same to the Circuit Court of Hancock County, Mississippi, in the manner prescribed by law; and by virtue of Section 11-51-75 Mississippi Code, 1972, (Anon.).

330. - Penalties.

330.1 Any person, firm or corporation violating any provision of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not to exceed one thousand dollars (\$1,000.00). In addition to such fine, the City of Diamondhead, Mississippi, through its proper officer or officers, may take such other action by injunction or other court proceeding as it may deem necessary to enforce the provisions of this ordinance.

331. - Saving Clause.

331.1 That the provisions of this ordinance shall apply in all instances and shall survive the adoption of all new codes and become a part thereof.

331.2 Additionally, should any section, sub-section, clause, sentence or any part hereof be declared to be unconstitutional, invalid or void by a court of competent jurisdiction, the remainder of this ordinance shall nonetheless remain in full force and effect.

332. - Effective Date.

332.1 This ordinance shall not take effect and be in force until thirty (30) days from and after its passage, and the same shall be published and recorded in the ordinance book as required by law. The foregoing ordinance was adopted by the City Council July 15, 2020.

ARTICLE IV. - PERFORMANCE BOND FOR DEFERRED IMPROVEMENTS

400. - Performance and Payment Bond.

400.1 In those instances where the City Council, with a recommendation from the Administrator, determines that it is not necessary or not desirable that all required streets and other improvements

be completed prior to approval of the Final Plat, an irrevocable letter of credit, with no termination date, naming the City of Diamondhead as the beneficiary, may be accepted in lieu of completion of streets and other improvements of these subdivision regulations.

ARTICLE V. - MAINTENANCE BOND

500. - Maintenance Bond.

500.1 In order to assure that the installation and construction of streets and other improvements are satisfactory, and that the standards prescribed in these regulations have been fulfilled, the subdivider shall post a form of security upon completion of the these improvements in the amount of 10% of construction cost of those improvements or as determined by the Administrator, with the assistance of the City Engineer or Designated Representative if different than 10% of construction cost of improvements, guaranteeing to the city, the reasonable costs resulting from defective workmanship and/or materials. Security shall be provided in the form of a maintenance bond.

500.2 This security shall be in effect for two (2) years after acceptance of these improvements for perpetual maintenance by the City Council, unless extended by the City Council.

500.3 Where the application of this section would impose an undue hardship upon an owner and/or Developer, the City Council, upon the recommendation of the Administrator, may waive the requirements of this section, where the owner or Developer has let a contract to a solvent contractor to complete the required street and other improvements and such contract contains a provision requiring a maintenance bond to be in effect for a period of two (2) years after final completion of the work, unless the period of the maintenance bond is extended by the City Council.

ARTICLE VI. - SUBDIVISION APPLICATIONS AND CHECKLISTS

600. - Applications and Checklist.

600.1 All applications and checklist for Sketch Plat Approval, Preliminary Plat Approval, Final Plat Approval, or Replat shall be in writing on a form provided by the Administrator and shall be submitted to the Administrator. Said applications may be obtained from the Administrator or its designee.

600.2 The Administrator may require any additional information which is deemed necessary to properly evaluate the application for the purposes of determining its conformity with these Regulations.

600.3 Prior to the approval of any Plat, the Administrator shall review the application for such approval to determine if all other necessary governmental requirements have been met. No plat shall be approved until this determination has been made.

600.4 The Administrator shall submit a copy of any plan and application to any appropriate agencies and/or individuals (e.g. the Commission, City Engineer, etc.) for review and comment.

601.5 All applications for Sketch Plat Approval, Preliminary Plat Approval, Final Plat Approval, or Replat shall meet the requirements as set forth in ARTICLE III - PROCEDURES in regard to content and deadlines.

ARTICLE VII. - SUBDIVISION REGULATION FEE SCHEDULE

700. - Subdivision Regulation Fee Schedule.

Subdivision Regulation Fee Schedule shall be established by Ordinance approved by the City Council and shall be an appendix to these regulations. This Fee shall include an initial inspection and follow-up inspection. Each additional inspection will require payment of a re-inspection fee. Inspections will not be performed until the re-inspection fee is paid.



TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: December 14, 2023

SUBJECT: Recommendation from Planning Commission Text Amendment Subdivision Regulations

The City of Diamondhead has filed an application requesting a text amendment to make changes to the Subdivision Regulations. The changes were proposed by Covington Engineering to address issues discovered in recent subdivision developments. The changes were advertised, posted on the website and a public hearing was held. There were no comments from the public during or prior to the public hearing.

At its meeting on December 12, 2023, the Planning Commission voted 5-0 to recommend approving the Text Amendment.

423

Item No. 12.



December 11, 2023

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

**Re: Pay Application #1
Makiki Drive Drainage Improvements
Bottom 2 Top Construction, LLC**

Dear Mr. McCraw:

Enclosed, please find Pay Application #1 to be considered for approval by the City Council at the next meeting. I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began.

With that said, I recommend that the Council pay Bottom 2 Top Construction, LLC., in the amount of \$86,992.50. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

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

Andrew Levens, P.E.
Engineering Manager

Enclosures: B2T Pay Application #1 Signed

Contractor's Application for Payment

Owner:	<u>City of Diamondhead</u>	Owner's Project No.:	_____
Engineer:	<u>Covington Civil & Environmental LLC</u>	Engineer's Project No.:	_____
Contractor:	<u>Bottom 2 Top Construction LLC</u>	Contractor's Project No.:	<u>311</u>
Project:	<u>Makiki Dr. Drainage Improvements</u>		
Contract:	_____		

Application No.:	<u>1</u>	Application Date:	<u>11/1/2023</u>
Application Period:	<u>From</u> <u>10/1/2023</u>	<u>to</u>	<u>10/31/2023</u>

1. Original Contract Price	\$	143,062.02
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	143,062.02
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	91,571.05
5. Retainage		
a. <u>5%</u> X \$ <u>91,571.05</u> Work Completed	\$	4,578.55
b. _____ X \$ _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	4,578.55
6. Amount eligible to date (Line 4 - Line 5.c)	\$	86,992.50
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	86,992.50
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	51,490.97

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Bottom 2 Top Construction LLC.
Signature: *Sasha Joy* **Date:** 11-17-2023

Recommended by Engineer	Approved by Owner
By: <u><i>Arndt Lene</i></u>	By: _____
Title: <u>Engineering Manager</u>	Title: _____
Date: <u>12/11/2023</u>	Date: _____

Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: Covington Engineering
 Contractor: Bottom 2 Top Construction, LLC
 Project: Makiki Dr. Drainage Improvements
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: 311

Application No.: 1 Application Period: From 10/01/23 to 10/31/23

Application Date: 11/15/23

A Bid Item No.	B Description	C Contract Information				G Work Completed - Current Pay App		I Work Completed to Date		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work - Current Pay App	H Value of Work Completed - Current Pay App (E X G) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X I) (\$)				
Original Contract													
	MOBILIZATION	1	LS	\$ 13,380.25	13,380.25	1.00	13,380.25	1.00	13,380.25		13,380.25	100%	-
	SILT FENCE	795	LF	\$ 5.04	4,006.80	-	-	-	-		-	0%	4,006.80
	STRAW WATTLE	7	EA	\$ 335.23	2,346.61	-	-	-	-		-	0%	2,346.61
	HYDROSEEDING	1,622	SY	\$ 1.87	3,033.14	-	-	-	-		-	0%	3,033.14
	SAWCUT ASPHALT PAVEMENT	46	LF	\$ 11.50	529.00	-	-	-	-		-	0%	529.00
	ASPHALT REMOVAL	16	Sy	\$ 17.25	276.00	-	-	-	-		-	0%	276.00
	CLEARING AND GRUBBING	1	LS	\$ 5,175.00	5,175.00	1.00	5,175.00	1.00	5,175.00		5,175.00	100%	-
	REMOVE AND RESET JUNCTION BOX	1	LS	\$ 7,475.00	7,475.00	1.00	7,475.00	1.00	7,475.00		7,475.00	100%	-
	REMOVE AND RESET CONFLICT BOX	1	LS	\$ 10,925.00	10,925.00	1.00	10,925.00	1.00	10,925.00		10,925.00	100%	-
	CONFLICT BOX MODIFICATION	1	LS	\$ 13,800.00	13,800.00	1.00	13,800.00	1.00	13,800.00		13,800.00	100%	-
	REMOVE AND RELAY 42" RCP	40	LF	\$ 69.00	2,760.00	40.00	2,760.00	40.00	2,760.00		2,760.00	100%	-
	REMOVE AND RELAY 24" RCP AND END SECTION	16	LF	\$ 51.75	828.00	16.00	828.00	16.00	828.00		828.00	100%	-
	NEW 42" RCP	40	LF	\$ 124.20	4,968.00	24.00	2,980.80	24.00	2,980.80		2,980.80	60%	1,987.20
	PIPE REMOVAL AND DISPOSAL	24	LF	\$ 23.00	552.00	24.00	552.00	24.00	552.00		552.00	100%	-
	RIP RAP ON GEOTEXTILE FABRIC	10	SY	\$ 132.25	1,322.50	-	-	-	-		-	0%	1,322.50
	CHANNEL EARTHWORK	1	LS	\$ 6,325.00	6,325.00	1.00	6,325.00	1.00	6,325.00		6,325.00	100%	-
	EXCESS EVCAVATION	50	CY	\$ 13.80	690.00	-	-	-	-		-	0%	690.00
	GRANULAR BASE COURSE	112	SY	\$ 34.37	3,849.44	-	-	-	-		-	0%	3,849.44
	HOT BITUMINOUS ASPHALT BASE MDOT ST 9.5 MM MIX1.5"	112	SY	\$ 49.22	5,512.64	-	-	-	-		-	0%	5,512.64
	HOT BITUMINOUS ASPHALT BASE MDOT ST 9.5 MM MIX1.5"	112	SY	\$ 49.22	5,512.64	-	-	-	-		-	0%	5,512.64
	CAST IN PLACE REINFORCE CONCRETE	17	CY	\$ 1,610.00	27,370.00	17.00	27,370.00	17.00	27,370.00		27,370.00	100%	-
	ADD ALT 001					-	-	-	-		-	#DIV/0!	-
	RIP RAP ON GEOTEXTILE FABRIC	100	SY	\$ 132.25	13,225.00	-	-	-	-		-	0%	13,225.00
	GROUTED RIP RAP	28	SY	\$ 143.75	4,025.00	-	-	-	-		-	0%	4,025.00
	NORTH CHANNEL WORK	1	LS	\$ 5,175.00	5,175.00	-	-	-	-		-	0%	5,175.00
						-	-	-	-		-	#DIV/0!	-
						-	-	-	-		-	#DIV/0!	-
						-	-	-	-		-	#DIV/0!	-
Original Contract Totals					\$ 143,062.02		\$ 91,571.05		\$ 91,571.05	\$ -	\$ 91,571.05	#DIV/0!	\$ 51,490.97

Stored Materials Summary

Contractor's Application for Payment

Owner: #REF!
 Engineer: #REF!
 Contractor: #REF!
 Project: #REF!
 Contract: #REF!

Owner's Project No.: #REF!
 Engineer's Project No.: #REF!
 Contractor's Project No.: #REF!

Application No.: #REF!		Application Period: From #REF! to #REF!				Application Date: #REF!						
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Materials Stored			Incorporated in Work			Materials Remaining In Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
Totals						\$	\$	\$	\$	\$	\$	\$

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
Engineer: Covington Engineering
Contractor: Bottom 2 Top Construction, LLC
Project: Makiki Dr. Drainage Improvements
Contract: _____

Owner's Project No.: _____
Engineer's Project No.: _____
Contractor's Project No.: 311

Application No.: 1 Application Period: From 10/01/23 to 10/31/23

Application Date: 11/15/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed - Current Pay App		I Work Completed to Date		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)	
						H Estimated Quantity Incorporated in the Work - Current Pay App	J Value of Work Completed - Current Pay App (E X H) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X I) (\$)					
Change Orders														
Change Order Totals						\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	
Original Contract and Change Orders														
Project Totals						\$ 143,062.02		\$ 91,571.05		\$ 91,571.05	\$ -	\$ 91,571.05	#DIV/0!	\$ 51,490.97



December 11, 2023

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

**Re: Pay Application #2
Makiki Drive Drainage Improvements
Bottom 2 Top Construction, LLC**

Dear Mr. McCraw:

Enclosed, please find Pay Application #2 to be considered for approval by the City Council at the next meeting. I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began.

With that said, I recommend that the Council pay Bottom 2 Top Construction, LLC., in the amount of \$46,281.12. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

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

Andrew Levens, P.E.
Engineering Manager

Enclosures: B2T Pay Application #2 Signed

Contractor's Application for Payment

Owner:	<u>City of Diamondhead</u>	Owner's Project No.:	_____
Engineer:	<u>Covington Civil & Environmental LLC</u>	Engineer's Project No.:	_____
Contractor:	<u>Bottom 2 Top Construction LLC</u>	Contractor's Project No.:	_____
Project:	<u>Makiki Dr. Drainage Improvements</u>		
Contract:	_____		

Application No.: 2 Application Date: 11/15/2023
 Application Period: From 11/1/2023 to 11/14/2023

1. Original Contract Price	\$	143,062.02
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	143,062.02
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	140,288.02
5. Retainage		
a. <u>5%</u> X \$ <u>140,288.02</u> Work Completed	\$	7,014.40
b. _____ X \$ _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	7,014.40
6. Amount eligible to date (Line 4 - Line 5.c)	\$	133,273.62
7. Less previous payments (Line 6 from prior application)	\$	86,992.50
8. Amount due this application	\$	46,281.12
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	2,774.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Bottom 2 Top Construction LLC.
 Signature: [Signature] Date: 11-17-2023

Recommended by Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>Engineering Manager</u>	Title: _____
Date: <u>12/11/2023</u>	Date: _____

Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Owner: City of Diamondhead
Engineer: Covington Engineering
Contractor: Bottom 2 Top Construction, LLC
Project: Makiki Dr. Drainage Improvements
Contract:

Contractor's Application for Payment

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.: 311

Application No.: 1 Application Period: From 10/01/23 to 10/31/23 Application Date: 11/15/23

A Bid Item No.	B Description	C Contract Information				G Work Completed - Current Pay App		I Work Completed to Date		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (J + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work - Current Pay App	H Value of Work Completed - Current Pay App (E X G) (\$)	I Estimated Quantity Incorporated in the Work	J Value of Work Completed to Date (E X I) (\$)				
Original Contract													
	MOBILIZATION	1	LS	\$ 13,380.25	13,380.25	1.00	13,380.25	1.00	13,380.25		13,380.25	100%	-
	SILT FENCE	795	LF	\$ 5.04	4,006.80	-	-	-	-		-	0%	4,006.80
	STRAW WATTLE	7	EA	\$ 335.23	2,346.61	-	-	-	-		-	0%	2,346.61
	HYDROSEEDING	1,622	SY	\$ 1.87	3,033.14	-	-	-	-		-	0%	3,033.14
	SAWCUT ASPHALT PAVEMENT	46	LF	\$ 11.50	529.00	-	-	-	-		-	0%	529.00
	ASPHALT REMOVAL	16	Sy	\$ 17.25	276.00	-	-	-	-		-	0%	276.00
	CLEARING AND GRUBBING	1	LS	\$ 5,175.00	5,175.00	1.00	5,175.00	1.00	5,175.00		5,175.00	100%	-
	REMOVE AND RESET JUNCTION BOX	1	LS	\$ 7,475.00	7,475.00	1.00	7,475.00	1.00	7,475.00		7,475.00	100%	-
	REMOVE AND RESET CONFLICT BOX	1	LS	\$ 10,925.00	10,925.00	1.00	10,925.00	1.00	10,925.00		10,925.00	100%	-
	CONFLICT BOX MODIFICATION	1	LS	\$ 13,800.00	13,800.00	1.00	13,800.00	1.00	13,800.00		13,800.00	100%	-
	REMOVE AND RELAY 42" RCP	40	LF	\$ 69.00	2,760.00	40.00	2,760.00	40.00	2,760.00		2,760.00	100%	-
	REMOVE AND RELAY 24" RCP AND END SECTION	16	LF	\$ 51.75	828.00	16.00	828.00	16.00	828.00		828.00	100%	-
	NEW 42" RCP	40	LF	\$ 124.20	4,968.00	24.00	2,980.80	24.00	2,980.80		2,980.80	60%	1,987.20
	PIPE REMOVAL AND DISPOSAL	24	LF	\$ 23.00	552.00	24.00	552.00	24.00	552.00		552.00	100%	-
	RIP RAP ON GEOTEXTILE FABRIC	10	SY	\$ 132.25	1,322.50	-	-	-	-		-	0%	1,322.50
	CHANNEL EARTHWORK	1	LS	\$ 6,325.00	6,325.00	1.00	6,325.00	1.00	6,325.00		6,325.00	100%	-
	EXCESS ECVACATION	50	CY	\$ 13.80	690.00	-	-	-	-		-	0%	690.00
	GRANULAR BASE COURSE	112	SY	\$ 34.37	3,849.44	-	-	-	-		-	0%	3,849.44
	HOT BITUMINOUS ASPHALT BASE MDOT ST 9.5 MM MIX1.5"	112	SY	\$ 49.22	5,512.64	-	-	-	-		-	0%	5,512.64
	HOT BITUMINOUS ASPHALT BASE MDOT ST 9.5 MM MIX1.5"	112	SY	\$ 49.22	5,512.64	-	-	-	-		-	0%	5,512.64
	CAST IN PLACE REINFORCE CONCRETE	17	CY	\$ 1,610.00	27,370.00	17.00	27,370.00	17.00	27,370.00		27,370.00	100%	-
	ADD ALT 001				-	-	-	-	-		-	#DIV/0!	-
	RIP RAP ON GEOTEXTILE FABRIC	100	SY	\$ 132.25	13,225.00	-	-	-	-		-	0%	13,225.00
	GROUTED RIP RAP	28	SY	\$ 143.75	4,025.00	-	-	-	-		-	0%	4,025.00
	NORTH CHANNEL WORK	1	LS	\$ 5,175.00	5,175.00	-	-	-	-		-	0%	5,175.00
					-	-	-	-	-		-	#DIV/0!	-
					-	-	-	-	-		-	#DIV/0!	-
					-	-	-	-	-		-	#DIV/0!	-
					-	-	-	-	-		-	#DIV/0!	-
Original Contract Totals					\$ 143,062.02		\$ 91,571.05		\$ 91,571.05	\$ -	\$ 91,571.05	#DIV/0!	\$ 51,490.97

Stored Materials Summary

Contractor's Application for Payment

Owner: #REFI
 Engineer: #REFI
 Contractor: #REFI
 Project: #REFI
 Contract: #REFI

Owner's Project No.: #REFI
 Engineer's Project No.: #REFI
 Contractor's Project No.: #REFI

Application No.: #REFI														
Application Period:						From	#REFI	to	#REFI	Application Date:				#REFI
A	B	C	D	E	F	Materials Stored			Incorporated in Work			M		
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed In Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)		
Totals						\$	-	\$	-	\$	-	\$	-	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Diamondhead
 Engineer: Covington Engineering
 Contractor: Bottom 2 Top Construction, LLC
 Project: Makiki Dr. Drainage Improvements
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: 311

Application No.: <u>1</u>		Application Period: From <u>10/01/23</u> to <u>10/31/23</u>		Application Date: <u>11/15/23</u>									
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
						Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
Change Orders													
					Change Order Totals	\$		\$		\$		\$	
Original Contract and Change Orders													
					Project Totals	\$	143,062.02	\$	91,571.05	\$	91,571.05	\$	-
												#DIV/0!	\$ 51,490.97

November 17, 2023

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

Re: Diamondhead Roadway Improvements – Phase 4
Pay Application No.6
DE Project No. 730-1001-004

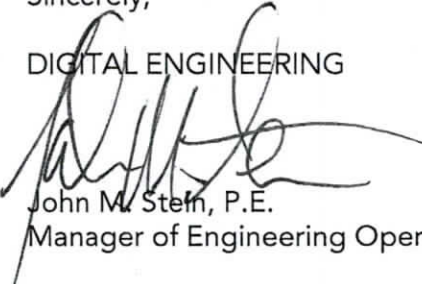
Dear Mr. McCraw,

Please find attached Payment Request No. 6 from Huey P. Stockstill, LLC. for construction on the above referenced project in the amount of **\$27,909.37**.

We have verified all quantities and work completed and we recommend approval for payment. The retainage to date of 2.5% in the amount of \$18,255.83 has been deducted from the earned amount to date of \$730,233.42 as shown on the Contractor's Application for Payment. Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING


John M. Stern, P.E.

Manager of Engineering Operations

cc: Jeb Seal, HPS
Jeannie Klein, COD

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 22076-6A

To Owner: CITY OF DIAMONDHEAD

Project: 22076. DIAMONDHEAD ROADWAY IMP. PH. 4

Application No.: 6⁹

Distribution to:

Owner

Architect

Contractor

From Contractor: Huey P. Stockstill, LLC
P. O. Box 758
Picayune, MS 39466

Via Architect:

Period To:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached

1. Original Contract Sum	\$729,975.00
2. Net Change By Change Order	\$258.42
3. Contract Sum To Date	\$730,233.42
4. Total Completed and Stored To Date	\$730,233.42
5. Retainage:	
a. 2.50% of Completed Work	\$18,255.83
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$18,255.83
6. Total Earned Less Retainage	\$711,977.59
7. Less Previous Certificates For Payments	\$684,068.22
8. Current Payment Due	\$27,909.37
9. Balance To Finish, Plus Retainage	\$18,255.83

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Huey P. Stockstill, LLC

By: Amanda Quare Date: 11/17/2023

State of: MS County of: Hancock
 Subscribed and sworn to before me this 17th day of November 2023
 Notary Public:
 My Commission expires: Lakisha Carter
 Commission Expires Dec. 14, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$27,909.37

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: [Signature] Date: 11/17/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$258.42	\$0.00
TOTALS	\$258.42	\$0.00
Net Changes By Change Order	\$258.42	

Progress Bill

Item No. 13.

From: Huey P. Stockstill, LLC
 P. O. Box 758
 Picayune, MS 39466

Invoice: 22076-6A

Date: 11/17/23

Application #: 9-6

To: CITY OF DIAMONDHEAD

Invoice Due Date: 12/17/23

Payment Terms: Net 30 Days

Contract: 22076. DIAMONDHEAD ROADWAY IMP. PH. 4

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed		Amount Previous	Quantity This Period	Amount This Period
								And Stored To Date	%			
1	Mobilization	38,000.00	0.000	LS	0.000	0.00000	0.00	38,000.00	100.00%	38,000.00	0.000	0.00
2	Pre-Construction Video	1,500.00	0.000	LS	0.000	0.00000	0.00	1,500.00	100.00%	1,500.00	0.000	0.00
3	Construction Layout	1,800.00	0.000	LS	0.000	0.00000	0.00	1,800.00	100.00%	1,800.00	0.000	0.00
4	Maintenance of Traffic	10,000.00	0.000	LS	0.000	0.00000	0.00	10,000.00	100.00%	10,000.00	0.000	0.00
5	Clean-up, Dressing & Sodding	0.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
6	Asphaltic Conc. Pavement, 1.5' Overlay	533,927.24	38,137.660	SY	38,137.660	14.00000	0.00	533,927.24	100.00%	533,927.24	0.000	0.00
7	Cold Planing/Disposal of Asphaltic Concrete Paveme	19,599.66	6,533.220	SY	6,533.220	3.00000	0.00	19,599.66	100.00%	19,599.66	0.000	0.00
8	Full Depth Patch	46,398.18	365.340	SY	365.340	127.00000	0.00	46,398.18	100.00%	46,398.18	0.000	0.00
9	Asphaltic Concrete Leveling Course, 0" - 1.5	17,017.28	1,215.520	SY	1,215.520	14.00000	0.00	17,017.28	100.00%	17,017.28	0.000	0.00
10	Remove and Replace Asphalt Roadway (4.5" Thick Min	33,366.06	427.770	SY	427.770	78.00000	0.00	33,366.06	100.00%	33,366.06	0.000	0.00
11	Thermo Stop Bar (24" Width)	4,088.00	292.000	LF	292.000	14.00000	0.00	4,088.00	100.00%	4,088.00	0.000	0.00
12	Plastic Pvm't Striping (Yellow Solid Double Line)	8,534.00	4,267.000	LF	4,267.000	2.00000	0.00	8,534.00	100.00%	9,564.00	0.000	0.00
13	Plastic Pvm't Striping (White Solid Line)(4" Wdth)	16,003.00	16,003.000	LF	16,003.000	1.00000	0.00	16,003.00	100.00%	16,003.00	0.000	0.00
14	Remove Unsuitable Material & Replace with Select	0.00	0.000	CY	0.000	80.00000	0.00	0.00	0.00%	0.00	0.000	0.00
15	Remove Unsuitable Material & Replace w 610 Stone	0.00	0.000	CY	0.000	110.00000	0.00	0.00	0.00%	0.00	0.000	0.00
16	Geotextile Fabric	0.00	0.000	SY	0.000	2.00000	0.00	0.00	0.00%	0.00	0.000	0.00
17	Extruded Asphalt Concrete Curb	0.00	0.000	LF	0.000	40.00000	0.00	0.00	0.00%	0.00	0.000	0.00

Total Billed To Date:	730,233.42
Less Retainage:	18,255.83
Less Previous Applications:	684,068.22
Total Due This Invoice:	27,909.37



December 6, 2023

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

**Re: Pay Application #3
Noma Drive Improvements
Moran Hauling Inc.**

Dear Mr. McCraw:

Enclosed, please find Pay Application #3 to be considered for approval by the City Council at the next meeting. I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began.

With that said, I recommend that the Council pay Moran Hauling Inc., in the amount of \$251,827.20. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in cursive script that reads "Sarah McLellan".

Sarah McLellan, P.E.
Project Engineer

Enclosures: Moran Hauling Inc., Pay Application #3

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: City Of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

PROJECT: Noma Drive Improvements

APPLICATION NO: 3

Distribution to:

Item No. 14.

OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

PERIOD TO: 12/6/2023

PROJECT NOS: 16383.08

CONTRACT DATE: 9/1/2023

FROM CONTRACTOR:

VIA ARCHITECT: Covington Engineering

Moran Hauling Inc.

10380 Three Rivers Rd

Gulfport, MS 39503

CONTRACT FOR: Noma Drive Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>1,068,927.55</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,068,927.55</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>560,431.15</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>28,021.56</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>0</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>28,021.56</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>532,409.59</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>280,582.39</u>
8. CURRENT PAYMENT DUE	\$	<u>251,827.20</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>536,517.96</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



CONTRACTOR: Moran Hauling Inc
By: [Signature] Date: 12-6-23

State of: Mississippi County of: Harrison
Subscribed and sworn to before me this 6 day of December
Notary Public: Danielle James
My Commission expires: 4-10-27

GENERAL CONTRACTOR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 251,827.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

GENERAL CONTRACTOR:
By: Sarah McLellan, P.E. Date: 12/6/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

Item No. 14.

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 12/6/2023

PERIOD TO: 12/6/2023

ARCHITECT'S PROJECT NO:

A NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	Total work in units		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed Prrevious App	Completed this App	FROM PREVIOUS APPLICATION (D + E)							
1	Mobilization	1	LS	\$68,609.00	\$68,609.00	0.5	0.25	\$34,304.50		\$17,152.25		\$51,456.75	75.00%	\$17,152.25	\$2,572.84
2	Maintenance of Traffic	1	LS	\$20,725.00	\$20,725.00	0.5	0.25	\$10,362.50		\$5,181.25		\$15,543.75	75.00%	\$5,181.25	\$777.19
3	Clearing and Grubbing	1	LS	\$5,500.00	\$5,500.00	1	0	\$5,500.00		\$0.00		\$5,500.00	100.00%	\$0.00	\$275.00
4	Silt Fence	4,000	LF	\$4.00	\$16,000.00	3644	0	\$14,576.00		\$0.00		\$14,576.00	91.10%	\$1,424.00	\$728.80
5	Wattles	120	LF	\$5.00	\$600.00	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$600.00	\$0.00
6	Hydroseeding	6,120	SY	\$0.77	\$4,712.40	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$4,712.40	\$0.00
7	Sodding	300	SY	\$8.00	\$2,400.00	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$2,400.00	\$0.00
8	Removal of paving (All sizes and Thicknesses)	6,000	SY	\$3.58	\$21,480.00	6000	404.44	\$21,480.00		\$1,447.90		\$22,927.90	106.74%	(\$1,447.90)	\$1,146.39
9	Stripping Excavation, PM	600	CY	\$10.50	\$6,300.00	248	0	\$2,604.00		\$0.00		\$2,604.00	41.33%	\$3,696.00	\$130.20
10	Excaess Excavation, LVM	900	CY	\$8.50	\$7,650.00	508	0	\$4,318.00		\$0.00		\$4,318.00	56.44%	\$3,332.00	\$215.90
11	Borrow Material, Type A and B, LVM	1,700	CY	\$14.00	\$23,800.00	492	0	\$6,888.00		\$0.00		\$6,888.00	28.94%	\$16,912.00	\$344.40
12	610 Granular Aggregate Base	1,700.0	CY	\$123.50	\$209,950.00	1447.91	55.92	\$178,816.89		\$6,906.12		\$185,723.01	88.46%	\$24,227.00	\$9,286.15
13	3" Asphalt Binder Course (ST. 12.5mm)	6,150	SY	\$26.50	\$162,975.00	0	5850	\$0.00		\$155,025.00		\$155,025.00	95.12%	\$7,950.00	\$7,751.25
14	1.5" Asphalt Surface Course (ST 9.5mm)	6,150	SY	\$15.79	\$97,108.50	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$97,108.50	\$0.00
15	2" Asphalt Surface Course (ST 9.5mm)	3,150	SY	\$27.25	\$85,837.50	0	2900	\$0.00		\$79,025.00		\$79,025.00	92.06%	\$6,812.50	\$3,951.25
16	Geotextile Fabric-MDOT Type IV	6,150	SY	\$2.75	\$16,912.50	6000	125	\$16,500.00		\$343.75		\$16,843.75	99.59%	\$68.75	\$842.19
17	Traffic Markings	1	LS	\$42,710.00	\$42,710.00	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$42,710.00	\$0.00
18	Concrete Sidewalk 4" thick	220	SY	\$86.01	\$18,922.20	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$18,922.20	\$0.00
19	Sawcut and removal of curb and gutter	75	LF	\$26.00	\$1,950.00	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$1,950.00	\$0.00
	ADD ALT #1														
A1-1	1.5" Asphalt Surface Course (ST 9.5mm)Overlay	11,400	SY	\$14.60	\$166,440.00	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$166,440.00	\$0.00
A1-2	Traffic Markings-Overlay	1	LS	\$50,000.00	\$50,000.00	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$50,000.00	\$0.00
	ADD ALT #2														
A2-1	Pavers	715	SF	\$53.63	\$38,345.45	0	0	\$0.00		\$0.00		\$0.00	0.00%	\$38,345.45	\$0.05
	TOTAL				\$1,068,927.55					\$265,081.27		\$560,431.15		\$508,496.40	\$28,021.56

Use a completed AIA Document D401 - Certification of Document's Authenticity

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer
P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Brad White
Executive Director
Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

16499-B Highway 49, Saucier, Mississippi 39574-9740
December 8, 2023

Via Email
JMcCraw@diamondhead.ms.gov
Jklein@diamondhead.ms.gov

Jon McCraw, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525-3260

RE: Memorandum of Agreement, MOA
West Aloha Drive Pedestrian Improvements
STP-0045-00(037)LPA / 109551-701000

Dear Mr. McCraw,

The above referenced Federal Aid project has been assigned a project number: STP-0045-00(037)LPA / 109551-701000 This number should be used in its entirety on all correspondence for this project.

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

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

In accordance with the MOA, please remember to include the MDOT in any public relations activities or press releases for this project. The MDOT public relations liaison for District VI is Jas N. Smith, telephone number 601-359-9822. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

Chuck Starita, PE
District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

MEMORANDUM OF AGREEMENT

STP-0045-00(037)LPA / 109551-701000
 West Aloha Drive Pedestrian Improvements
 Diamondhead, MS

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

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

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

WHEREAS, it is anticipated that approximately \$800,000.00 in Project funds (80% federal funds and 20% local match) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal recissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

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

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

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:

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

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.
3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and/or the original electronic files in a format that is compatible with MicroStation prior to MDOT acceptance. Please confer with the District LPA Engineer for preference. For projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.
4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.
5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA
7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.
 - A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
 - B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.

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

9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

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

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

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

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

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

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient

internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

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

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

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.
8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

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

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

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

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

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

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

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

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

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

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

For Technical Matters:

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

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

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

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

ARTICLE VI. MISCELLANEOUS

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

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

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

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

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

City of Diamondhead

Jon McCraw, City Manager

Attested:

(Appropriate clerk etc)

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

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



DIGITAL ENGINEERING & IMAGING, INC.

Item No. 16.

December 7, 2023

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

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements
DE Invoice No.: 730-1001-41

Dear Mr. McCraw:

Attached please find Invoice No. 41 for professional services on the above referenced project in the amount of **\$1,160.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script that reads 'L. Bruce Newton'.

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

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

December 07, 2023
 Project No: B7301001.000
 Invoice No: 42

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Professional Services from October 29, 2023 to November 25, 2023

Phase 003 Beaux Vue Ph. 2 Drainage Improvements
 Task 30 Bidding

Professional Personnel

	Hours	Rate	Amount
Stein, John	8.00	145.00	1,160.00
Totals	8.00		1,160.00
Total Labor			1,160.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,160.00	290.00	1,450.00
Limit			1,500.00
Remaining			50.00
		Total this Task	\$1,160.00
		Total this Phase	\$1,160.00

Billings to Date

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	1,160.00	22,902.00	24,062.00
Totals	1,160.00	27,247.00	28,407.00
		Total this Invoice	\$1,160.00

Project B7301001.000 DIAMON_Master Services Agreement 21 Invoice 42

Billing Backup

Thursday, December 7, 2023

Digital Engineering & Imaging, Inc.

Invoice 42 Dated 12/7/2023

5:51:12 PM

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Phase 003 Beaux Vue Ph. 2 Drainage Improvements

Task 30 Bidding

Professional Personnel

			Hours	Rate	Amount	
0111	30 - Stein, John	10/31/2023	.50	145.00	72.50	
	Bidder Questions					
0111	30 - Stein, John	11/3/2023	.50	145.00	72.50	
	Bidder Question					
0111	30 - Stein, John	11/7/2023	1.00	145.00	145.00	
	Agenda					
0111	30 - Stein, John	11/8/2023	2.00	145.00	290.00	
	Prebid					
0111	30 - Stein, John	11/16/2023	1.00	145.00	145.00	
	Addendum					
0111	30 - Stein, John	11/20/2023	3.00	145.00	435.00	
	Addendum					
	Totals		8.00		1,160.00	
	Total Labor					1,160.00
				Total this Task		\$1,160.00
				Total this Phase		\$1,160.00
				Total this Project		\$1,160.00
				Total this Report		\$1,160.00



DIGITAL ENGINEERING & IMAGING, INC.

Item No. 16.

December 7, 2023

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

Re: Engineering Master Services Agreement (2021)
Work Assignment No. 7 Bond Paving Project
DE Invoice No.: 730-1001.007-10

Dear Mr. McCraw:

Attached please find Invoice No. 10 for professional services on the above referenced project in the amount of **\$48,360.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in cursive script that reads 'L. Bruce Newton'.

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

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead
 5300 Diamondhead Circle
 Diamondhead, MS 39525

December 07, 2023
 Project No: B7301001.007
 Invoice No: 10

Project B7301001.007 Bond Paving Project
Professional Services from October 29, 2023 to November 25, 2023

Phase 010 Preliminary
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	40,845.00	100.00	40,845.00	40,845.00	0.00
Design	136,150.00	100.00	136,150.00	136,150.00	0.00
Bidding	13,615.00	100.00	13,615.00	13,615.00	0.00
Construction Admin	75,000.00	58.2667	43,700.00	6,200.00	37,500.00
Total Fee	265,610.00		234,310.00	196,810.00	37,500.00
Total Fee					37,500.00
Total this Phase					\$37,500.00

Phase 045 Resident Inspection
Professional Personnel

	Hours	Rate	Amount
Boynes, Clinton	93.00	75.00	6,975.00
LeBreton, David	9.00	115.00	1,035.00
McCann, James	38.00	75.00	2,850.00
Totals	140.00		10,860.00
Total Labor			10,860.00

Billing Limits	Current	Prior	To-Date
Labor	10,860.00	14,075.00	24,935.00
Limit			84,000.00
Remaining			59,065.00
Total this Phase			\$10,860.00
Total this Invoice			\$48,360.00

Billings to Date	Current	Prior	Total
Fee	37,500.00	196,810.00	234,310.00
Labor	10,860.00	14,075.00	24,935.00
Totals	48,360.00	210,885.00	259,245.00

Billing Backup

Thursday, December 7, 2023

Digital Engineering & Imaging, Inc.

Invoice 10 Dated 12/7/2023

5:57:58 PM

Project	B7301001.007	Bond Paving Project
Phase	045	Resident Inspection

Professional Personnel

			Hours	Rate	Amount	
0143	80 - Boynes, Clinton	10/30/2023	2.00	75.00	150.00	
	Paving and milling inspection					
0143	80 - Boynes, Clinton	10/31/2023	9.00	75.00	675.00	
	Paving and milling inspection					
0143	80 - Boynes, Clinton	11/1/2023	9.00	75.00	675.00	
	Paving and milling inspection					
0143	80 - Boynes, Clinton	11/2/2023	9.00	75.00	675.00	
	Paving and milling inspection					
0143	80 - Boynes, Clinton	11/3/2023	4.00	75.00	300.00	
	Paving and milling inspection					
0143	80 - Boynes, Clinton	11/13/2023	6.00	75.00	450.00	
	Paving Inspections					
0143	80 - Boynes, Clinton	11/14/2023	7.00	75.00	525.00	
	Paving Inspections					
0143	80 - Boynes, Clinton	11/15/2023	10.00	75.00	750.00	
	Paving Inspections					
0143	80 - Boynes, Clinton	11/16/2023	9.00	75.00	675.00	
	Paving Inspections					
0143	80 - Boynes, Clinton	11/17/2023	4.00	75.00	300.00	
	Paving Inspections					
0143	80 - Boynes, Clinton	11/20/2023	9.00	75.00	675.00	
	Paving Inspection					
0143	80 - Boynes, Clinton	11/21/2023	9.00	75.00	675.00	
	Paving Inspection					
0143	80 - Boynes, Clinton	11/22/2023	6.00	75.00	450.00	
	Paving Inspection					
0175	84 - LeBreton, David	10/30/2023	9.00	115.00	1,035.00	
	Paving Inspection in Diamondhead					
0183	70 - McCann, James	11/1/2023	2.00	75.00	150.00	
	Coordinate inspection for next week with CJ					
0183	70 - McCann, James	11/6/2023	9.00	75.00	675.00	
	Inspection of asphalt installation along diamond head drive					
0183	70 - McCann, James	11/7/2023	9.00	75.00	675.00	
	Inspection of asphalt installation along diamond head drive					
0183	70 - McCann, James	11/8/2023	9.00	75.00	675.00	
	Inspection of asphalt installation along traffic circle at the entrance of subdivision Street					
0183	70 - McCann, James	11/9/2023	9.00	75.00	675.00	
	Inspection of asphalt installation along crossovers and turnlanes on D.H. drive east					
	Totals		140.00		10,860.00	
	Total Labor					10,860.00
				Total this Phase		\$10,860.00
				Total this Project		\$10,860.00
				Total this Report		\$10,860.00



December 11, 2023

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

**Re: Change Order # 1 - Summary Change Order
Makiki Drive Drainage Improvements
Bottom 2 Top Construction, LLC**

Dear Mr. McCraw:

For consideration by the Council, I have enclosed Change Order #1 (Summary Change Order) for this project. This Change Order serves to remedy the actual project quantities. As shown, this Change Order decreases the total contract amount by \$2,774.00. The new and final contract sum will be \$140,288.02. The project was completed prior to end of Contract Time, therefore, no additional time was necessary.

I have reviewed this Change Order and find that it is accurate and correct, and therefore, recommend approval by the Board. Should you have any questions, please do not hesitate to contact me at 228-396-0486 or andrew@ccellc.us.

Sincerely,
COVINGTON CIVIL & ENVIRONMENTAL, LLC

Andrew Levens, P.E.
Engineering Manager

Enclosures: Summary Change Order Executed
Summary of Amended Quantities and Totals

CHANGE ORDER NO.: 1 Summary

Owner: City of Diamondhead
 Engineer: Covington Civil & Environmental, LLC
 Contractor: Bottom 2 Top Construction, LLC
 Project: Makiki Drive Drainage Improvements
 Contract Name: Makiki Drive Drainage Improvements
 Date Issued: December 11, 2023
 Owner's Project No.:
 Engineer's Project No.: 16175
 Contractor's Project No.:
 Effective Date of Change Order:

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

Description:

Installed quantities in the field differ from the original estimated quantities in the contract.

Attachments:

Summary Change Order – Detailed summary of the quantity adjustments with this Change Order.

Change in Contract Price	Change in Contract Times Contract Times 60 Days NTP October 18, 2023
Original Contract Price: \$ <u>143,062.02</u>	Original Contract Times: Substantial Completion: <u>December 17, 2023</u> Ready for final payment: <u>December 17, 2023</u>
From previously approved Change Orders: \$ <u>N/A</u>	From previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>143,062.02</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 17, 2023</u> Ready for final payment: <u>December 17, 2023</u>
Decrease this Change Order: \$ <u>2,774.00</u>	Decrease this Change Order: Substantial Completion: <u>November 21, 2023</u> Ready for final payment: <u>December 19, 2023</u>
Contract Price incorporating this Change Order: \$ <u>140,288.02</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 21, 2023</u> Ready for final payment: <u>November 19, 2023</u>

<p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: <u> <i>Archie Lewis</i> </u></p> <p>Title: <u> Engineering Manager </u></p> <p>Date: <u> December 11, 2023 </u></p>	<p style="text-align: center;">Accepted by Contractor</p> <p><u> <i>Saula Joy</i> </u></p> <p><u> owner </u></p> <p><u> 12/11/2023 </u></p>
<p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p> <p>_____</p>

MAKIKI DRIVE DRAINAGE IMPROVEMENTS
CITY OF DIAMONDHEAD
CHANGE ORDER #1 (FINAL) (SUMMARY)
SUMMARY OF AMENDED QUANTITIES AND TOTALS

Item No. 17.

PAY ITEM NO.	PAY ITEM	UNIT	UNIT PRICE	ORIGINAL CONTRACT		AMENDED QUANTITIES		CONTRACT REVISIONS		DELTA
				CONTRACT QUANTITY	EXTENSION	INCREASE	DECREASE	NEW QUANTITY	NEW EXTENSION	
2	Silt Fence	LF	\$ 5.04	795	\$ 4,006.80		(795)	0.00	\$ -	\$ (4,006.80)
13	New 42" RCP (Material & Installation)	LF	\$ 124.20	40	\$ 4,968.00		(16)	24.00	\$ 2,980.80	\$ (1,987.20)
21	Cast-In-Place Reinforced Concrete	CY	\$ 1,610.00	17	\$ 27,370.00	2.00		19.00	\$ 30,590.00	\$ 3,220.00

TOTAL CONTRACT CHANGE (DECREASE) \$ (2,774.00)

ORIGINAL CONTRACT PRICE \$ 143,062.02

FINAL CONTRACT PRICE \$ 140,288.02

2023
Item No. 18.

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



INVOICE

BILL TO
City of Diamondhead

INVOICE # 17-057-0199
DATE 12/13/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/07/2023	17-057-2021 Senior Professional	spec prep	8	145.00	1,160.00
11/15/2023	17-057-2021 Principal	spec review	3	162.00	486.00
11/16/2023	17-057-2021 Sen. Cad Tech	plan updates	2	90.00	180.00
11/28/2023	17-057-2021 Senior Professional	spec updates	6	145.00	870.00
11/30/2023	17-057-2021 Principal	spec review	2	162.00	324.00

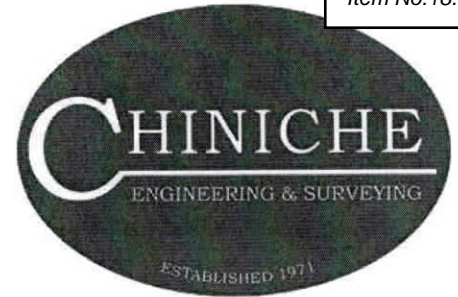
Canal Dredging

BALANCE DUE

\$3,020.00

Chiniche Engineering & Surveying

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



INVOICE

BILL TO

City of Diamondhead

INVOICE # 17-057-0198

DATE 12/13/2023

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/07/2023	17-057-2021 Sen. Cad Tech	drafting/cut and fill calculations	4.50	90.00	405.00
11/09/2023	17-057-2021 Principal	plan update	2	162.00	324.00
11/14/2023	17-057-2021 Principal	plan review	2	162.00	324.00
11/28/2023	17-057-2021 Sen. Cad Tech	replot plans for meeting	1:00	90.00	90.00
11/28/2023	17-057-2021 Project Engineer	drainage structure analysis	6	95.00	570.00
11/29/2023	17-057-2021 Sen. Cad Tech	plan revisions	6	90.00	540.00

Pond Remediation

BALANCE DUE

\$2,253.00

Chiniche Engineering & Surveying

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

**INVOICE****BILL TO**

City of Diamondhead

INVOICE # 17-057-0196**DATE** 12/13/2023**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/30/2023	17-057-2021 Senior Professional	project review	3:00	145.00	435.00
10/30/2023	17-057-2021 Survey Crew Chief	Special instructions	10:30	68.00	714.00
10/30/2023	17-057-2021 Professional Land S	Review project and data with crew. Create allpoints and review points.	2:30	98.00	245.00
10/31/2023	17-057-2021 Survey Crew Chief	site topo	7:30	68.00	510.00
10/31/2023	17-057-2021 Professional Land S	Review project and data with crew. Create allpoints and review points.	2:00	98.00	196.00
11/02/2023	17-057-2021 Senior Professional	project design	6	145.00	870.00
11/06/2023	17-057-2021 Project Engineer	Plans biasing and surface reshaping and letter for residents	6:30	95.00	617.50
11/09/2023	17-057-2021 Professional Land S	Review, calcs and allpoints.	1:30	98.00	147.00
11/09/2023	17-057-2021 Project Engineer	Modeling	4:00	95.00	380.00
11/09/2023	17-057-2021 Professional Land S	topo survey review	3.50	98.00	343.00
11/10/2023	17-057-2021 Project Engineer	HEC-RAS Modeling	8:00	95.00	760.00
11/14/2023	17-057-2021 Principal	project review	2	162.00	324.00
11/14/2023	17-057-2021 Survey Crew Chief	site topo	8	68.00	544.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/14/2023	17-057-2021 Instrument Person	site topo	8	41.00	328.00
11/15/2023	17-057-2021 Senior Professional	project design	4.50	145.00	652.50
11/20/2023	17-057-2021 Project Engineer	Coon Branch model	6:00	95.00	570.00
11/27/2023	17-057-2021 Senior Professional	project design	4	145.00	580.00
11/28/2023	17-057-2021 Principal	project review	2.50	162.00	405.00
11/29/2023	17-057-2021 Principal	project review	2.50	162.00	405.00

Coon Branch Drainage

BALANCE DUE

\$9,026.00

December 13, 2023

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

**Re: Pay Application #3
Commercial District Transformation Project Phase I
Bottom 2 Top Construction, LLC**

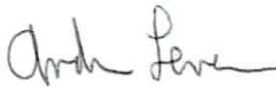
Dear Mr. McCraw:

Enclosed, please find Pay Application #3 to be considered for approval by the City Council at the next meeting. The Application includes the period from 11/1/2023 to 11/30/2023. At the end of the application period, we are approximately 25% complete on contract value and 32% on contract time.

I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began. With that said, I recommend that the Council pay Bottom 2 Top Construction, LLC., in the amount of \$370,831.88. Please do not hesitate to contact me should you have any questions.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC



Andrew Levens, P.E.
Engineering Manager

Enclosures: B2T Pay Application #3 Signed

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Owner's Project No.: _____
 Engineer's Project No.: 16383
 Contractor's Project No.: 307

Application No.: 3 Application Period: From 11/01/23 to 11/30/23 Application Date: 12/01/23

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
						Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
Change Orders													
					-		-		-		-		-
Change Order Totals					\$ -		\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders													
Project Totals					\$ 4,173,187.31		\$ 390,349.35		\$ 566,874.83	\$ -	\$ 566,874.83	25%	\$ 3,606,312.48

Stored Materials Summary

Contractor's Application for Payment

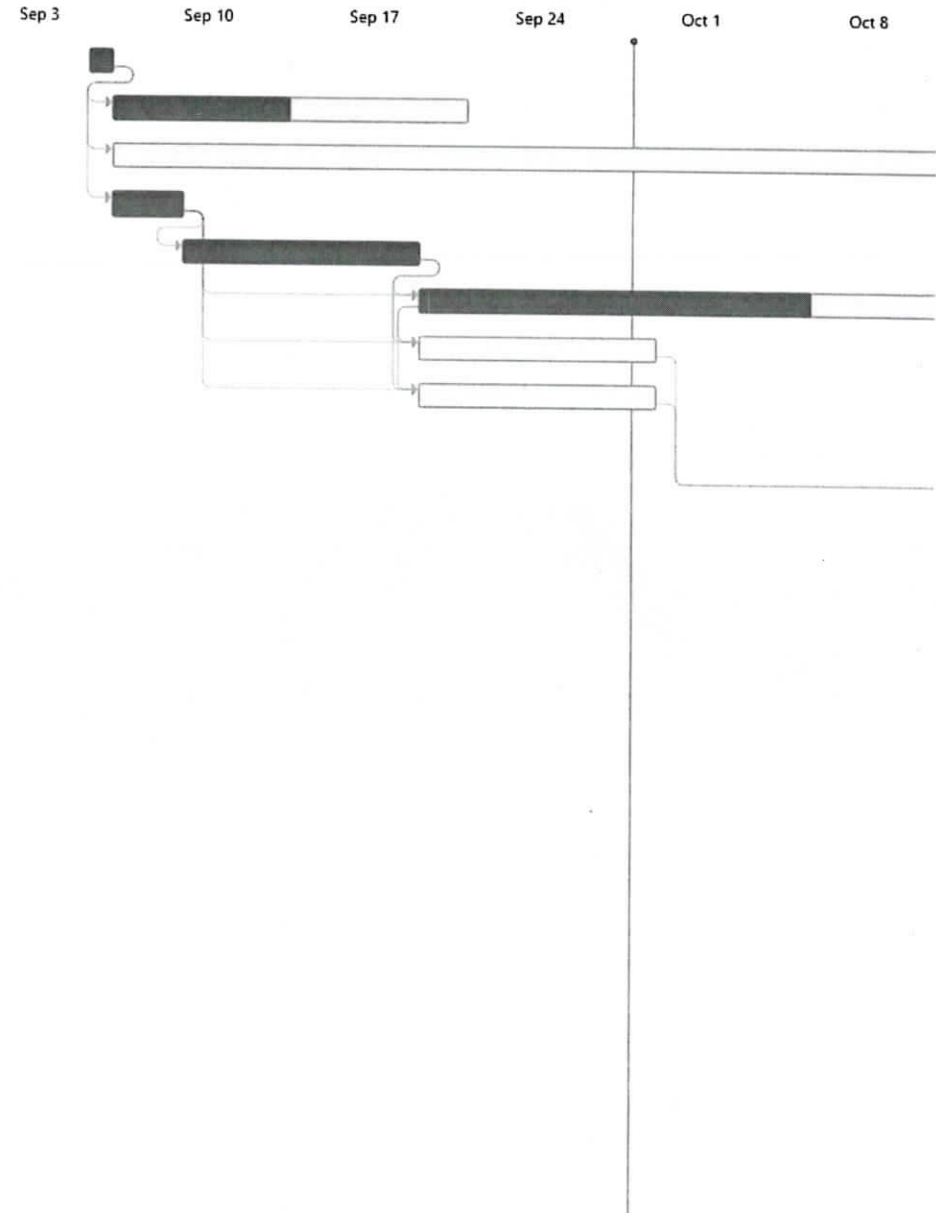
Owner:	#REF!		Owner's Project No.:	#REF!
Engineer:	#REF!		Engineer's Project No.:	#REF!
Contractor:	#REF!		Contractor's Project No.:	#REF!
Project:	#REF!			
Contract:	#REF!			

Application No.: #REF! Application Period: From #REF! to #REF! Application Date: #REF!

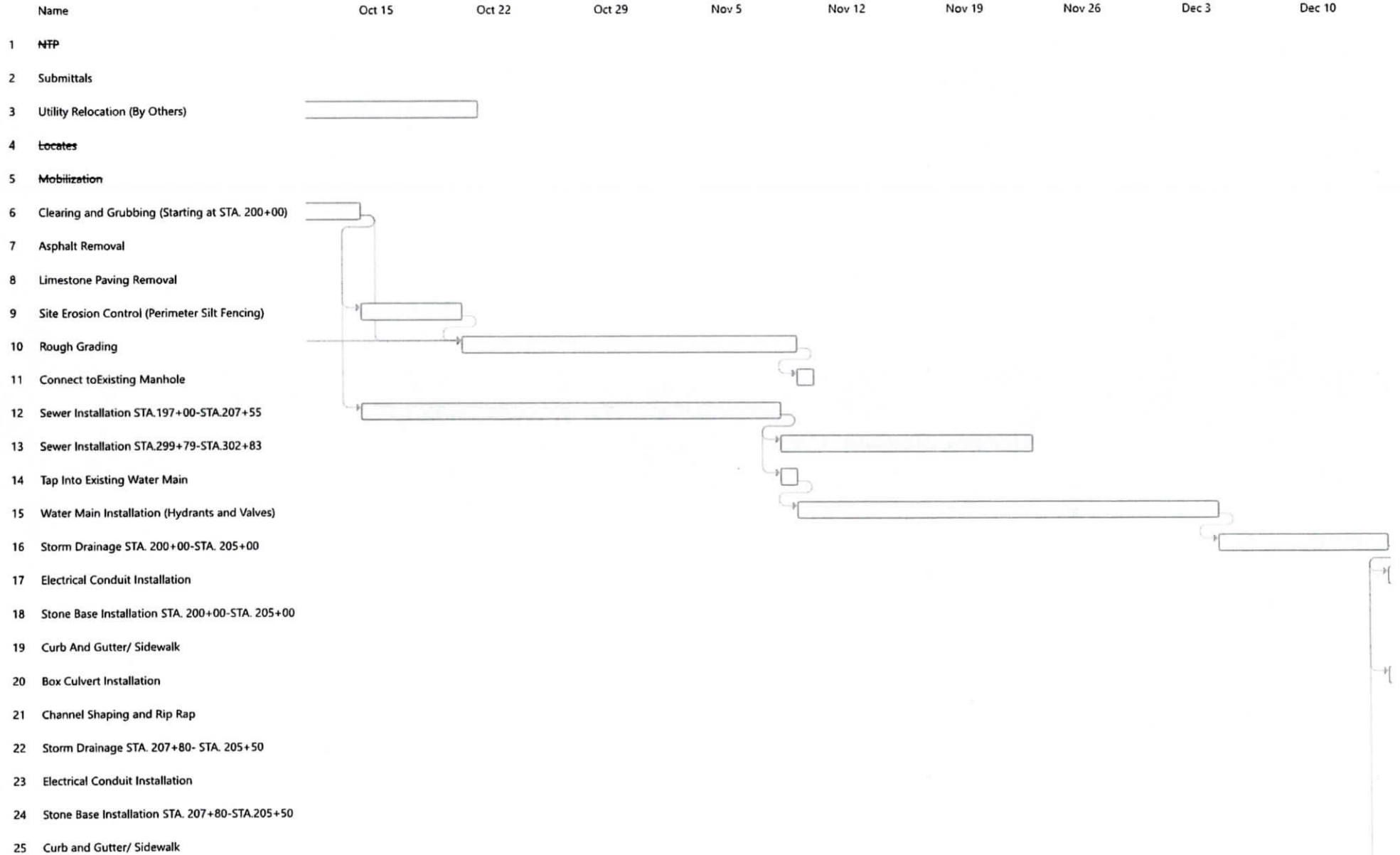
A	B	C	D	E	F	G	H	I	J	K	L	M					
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)					
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)						
Totals						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

Commercial District Transformation Project

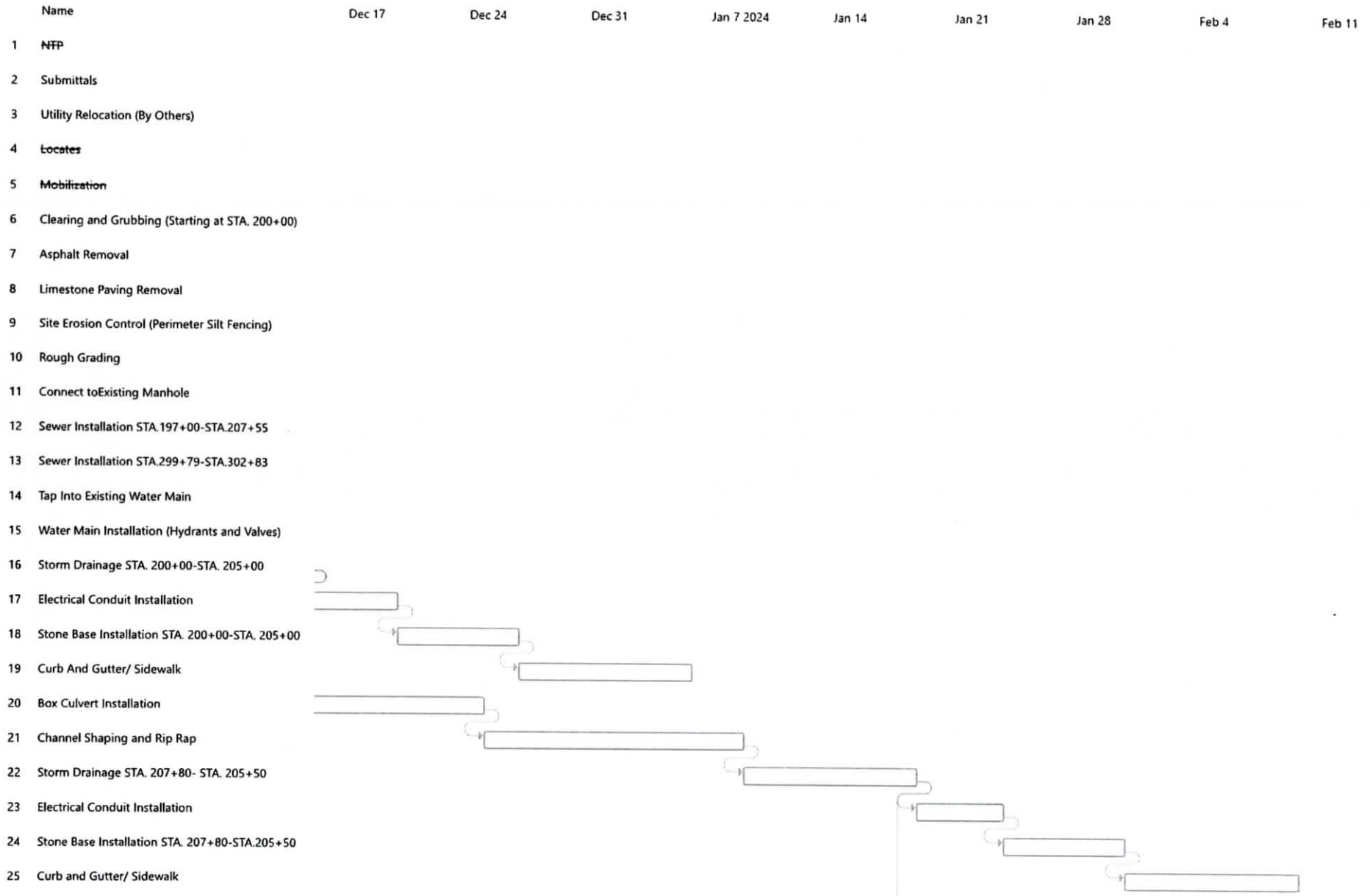
Name	Assigned to	Start	Finish	% Complete	Aug 27
1	NFP	9/6/2023	9/6/2023	100	
2	Submittals	9/7/2023	9/21/2023	50	
3	Utility Relocation (By Others)	9/7/2023	10/21/2023	0	
4	Locates	9/7/2023	9/9/2023	100	
5	Mobilization	9/10/2023	9/19/2023	100	
6	Clearing and Grubbing (Starting at STA. 200+00)	9/20/2023	10/14/2023	66	
7	Asphalt Removal	9/20/2023	9/29/2023	0	
8	Limestone Paving Removal	9/20/2023	9/29/2023	0	
9	Site Erosion Control (Perimeter Silt Fencing)	10/15/2023	10/20/2023	0	
10	Rough Grading	10/21/2023	11/9/2023	0	
11	Connect to Existing Manhole	11/10/2023	11/10/2023	0	
12	Sewer Installation STA.197+00-STA.207+55	10/15/2023	11/8/2023	0	
13	Sewer Installation STA.299+79-STA.302+83	11/9/2023	11/23/2023	0	
14	Tap Into Existing Water Main	11/9/2023	11/9/2023	0	
15	Water Main Installation (Hydrants and Valves)	11/10/2023	12/4/2023	0	
16	Storm Drainage STA. 200+00-STA. 205+00	12/5/2023	12/14/2023	0	
17	Electrical Conduit Installation	12/15/2023	12/19/2023	0	
18	Stone Base Installation STA. 200+00-STA. 205+00	12/20/2023	12/26/2023	0	
19	Curb And Gutter/ Sidewalk	12/27/2023	1/5/2024	0	
20	Box Culvert Installation	12/15/2023	12/24/2023	0	
21	Channel Shaping and Rip Rap	12/25/2023	1/8/2024	0	
22	Storm Drainage STA. 207+80- STA. 205+50	1/9/2024	1/18/2024	0	
23	Electrical Conduit Installation	1/19/2024	1/23/2024	0	
24	Stone Base Installation STA. 207+80-STA.205+50	1/24/2024	1/30/2024	0	
25	Curb and Gutter/ Sidewalk	1/31/2024	2/9/2024	0	



Commercial District Transformation Project



Commercial District Transformation Project



Commercial District Transformation Project

Name	Feb 18	Feb 25	Mar 3	Mar 10	Mar 17	Mar 24	Mar 31	Apr 7	Apr 14	Apr
1	NFP									
2	Submittals									
3	Utility Relocation (By Others)									
4	Locates									
5	Mobilization									
6	Clearing and Grubbing (Starting at STA. 200+00)									
7	Asphalt Removal									
8	Limestone Paving Removal									
9	Site Erosion Control (Perimeter Silt Fencing)									
10	Rough Grading									
11	Connect to Existing Manhole									
12	Sewer Installation STA.197+00-STA.207+55									
13	Sewer Installation STA.299+79-STA.302+83									
14	Tap Into Existing Water Main									
15	Water Main Installation (Hydrants and Valves)									
16	Storm Drainage STA. 200+00-STA. 205+00									
17	Electrical Conduit Installation									
18	Stone Base Installation STA. 200+00-STA. 205+00									
19	Curb And Gutter/ Sidewalk									
20	Box Culvert Installation									
21	Channel Shaping and Rip Rap									
22	Storm Drainage STA. 207+80- STA. 205+50									
23	Electrical Conduit Installation									
24	Stone Base Installation STA. 207+80-STA.205+50									
25	Curb and Gutter/ Sidewalk									

Commercial District Transformation Project

Name	21	Apr 28	May 5	May 12	May 19	May 26	Jun 2	Jun 9	Jun 16	Jun 23
1	NFP									
2	Submittals									
3	Utility Relocation (By Others)									
4	Locates									
5	Mobilization									
6	Clearing and Grubbing (Starting at STA. 200+00)									
7	Asphalt Removal									
8	Limestone Paving Removal									
9	Site Erosion Control (Perimeter Silt Fencing)									
10	Rough Grading									
11	Connect to Existing Manhole									
12	Sewer Installation STA.197+00-STA.207+55									
13	Sewer Installation STA.299+79-STA.302+83									
14	Tap Into Existing Water Main									
15	Water Main Installation (Hydrants and Valves)									
16	Storm Drainage STA. 200+00-STA. 205+00									
17	Electrical Conduit Installation									
18	Stone Base Installation STA. 200+00-STA. 205+00									
19	Curb And Gutter/ Sidewalk									
20	Box Culvert Installation									
21	Channel Shaping and Rip Rap									
22	Storm Drainage STA. 207+80- STA. 205+50									
23	Electrical Conduit Installation									
24	Stone Base Installation STA. 207+80-STA.205+50									
25	Curb and Gutter/ Sidewalk									

Commercial District Transformation Project

Name	Assigned to	Start	Finish	% Complete	Aug 27	Sep 3	Sep 10	Sep 17	Sep 24	Oct 1	Oct 8
26	Storm Drainage STA.208+00-STA. 104+43	1/19/2024	1/28/2024	0							
27	Electrical Conduit Installation	1/29/2024	2/2/2024	0							
28	Stone Base Installation STA.208+00-STA.104+43	2/3/2024	2/9/2024	0							
29	Curb and Gutter Sidewalk	2/10/2024	2/19/2024	0							
30	Storm Drainage Treatment Plant Entrance	1/29/2024	2/5/2024	0							
31	Storm Drainage STA. 300+18-STA.302+09	2/6/2024	2/15/2024	0							
32	Electrical Conduit Installation	2/16/2024	2/20/2024	0							
33	Box Culvert STA.302+81.72	2/16/2024	2/25/2024	0							
34	Storm Drainage STA.302+82- STA. 303+45	2/26/2024	3/6/2024	0							
35	Electrical Conduit Installation	3/7/2024	3/11/2024	0							
36	Stone Base STA.300+18-303+45	3/12/2024	3/18/2024	0							
37	Curb and Gutter/ Sidewalk	3/19/2024	3/28/2024	0							
38	Channel Shaping and Rip Rap	2/26/2024	3/11/2024	0							
39	Force main Adjustment STA. 3+73	2/26/2024	2/28/2024	0							
40	Inlet Protection	12/15/2023	1/13/2024	0							
41	Irrigation Rough In	3/29/2024	4/7/2024	0							
42	Road Base Fine Grading	3/29/2024	4/3/2024	0							
43	Asphalt Base Course	4/4/2024	4/6/2024	0							
44	Paver Installation	3/29/2024	4/27/2024	0							
45	Lighting	3/29/2024	4/12/2024	0							
46	Fine Grading	4/13/2024	4/18/2024	0							
47	Irrigation Trim Out	4/13/2024	4/22/2024	0							
48	Landscaping	4/19/2024	5/8/2024	0							
49	Asphalt Surface Course	5/9/2024	5/12/2024	0							
50	Striping	5/13/2024	5/16/2024	0							

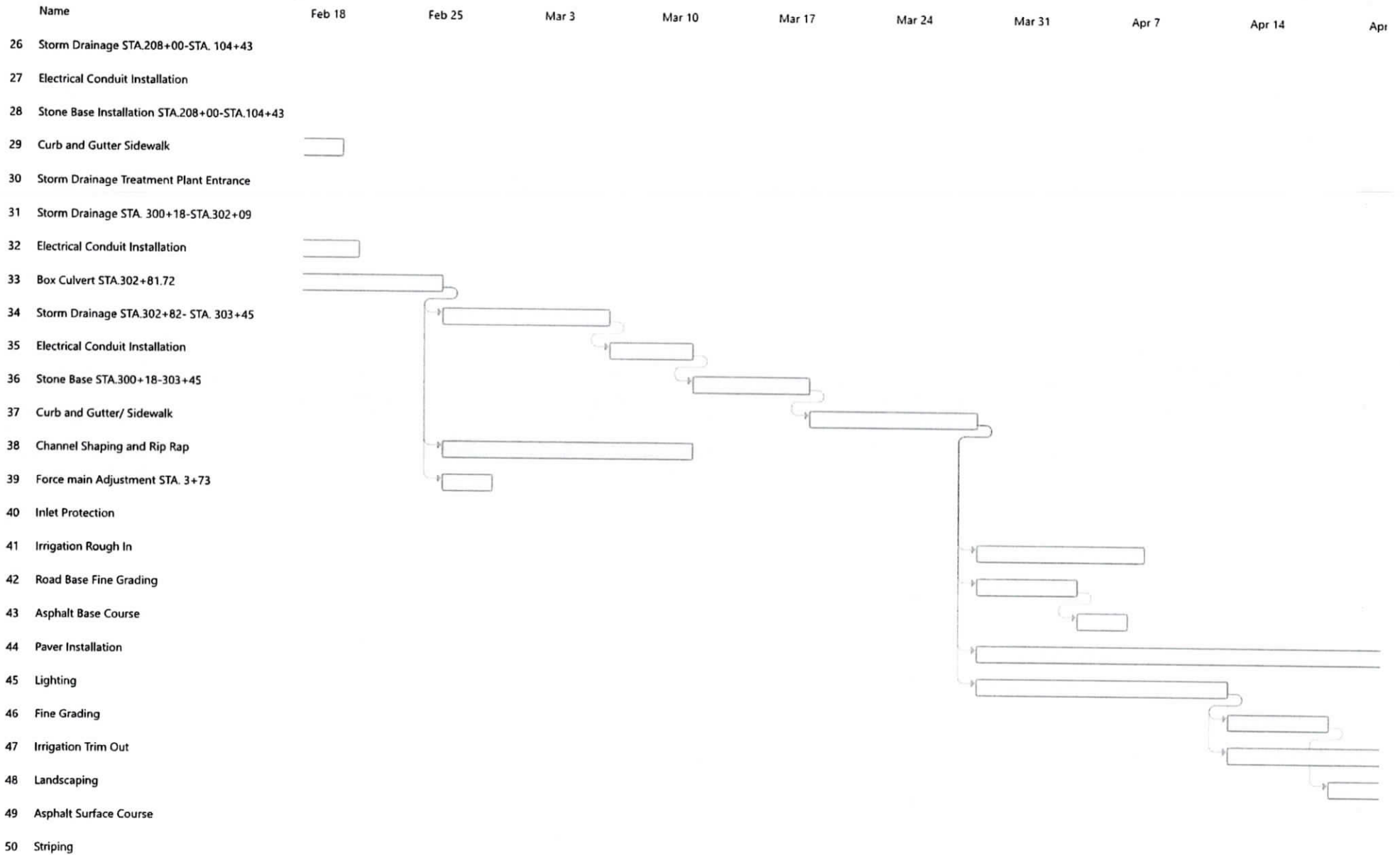
Commercial District Transformation Project

Name	Oct 15	Oct 22	Oct 29	Nov 5	Nov 12	Nov 19	Nov 26	Dec 3	Dec 10
26 Storm Drainage STA.208+00-STA. 104+43									
27 Electrical Conduit Installation									
28 Stone Base Installation STA.208+00-STA.104+43									
29 Curb and Gutter Sidewalk									
30 Storm Drainage Treatment Plant Entrance									
31 Storm Drainage STA. 300+18-STA.302+09									
32 Electrical Conduit Installation									
33 Box Culvert STA.302+81.72									
34 Storm Drainage STA.302+82- STA. 303+45									
35 Electrical Conduit Installation									
36 Stone Base STA.300+18-303+45									
37 Curb and Gutter/ Sidewalk									
38 Channel Shaping and Rip Rap									
39 Force main Adjustment STA. 3+73									
40 Inlet Protection									
41 Irrigation Rough In									
42 Road Base Fine Grading									
43 Asphalt Base Course									
44 Paver Installation									
45 Lighting									
46 Fine Grading									
47 Irrigation Trim Out									
48 Landscaping									
49 Asphalt Surface Course									
50 Striping									

Commercial District Transformation Project



Commercial District Transformation Project



Commercial District Transformation Project

Name	21	Apr 28	May 5	May 12	May 19	May 26	Jun 2	Jun 9	Jun 16	Jun 23
26 Storm Drainage STA.208+00-STA. 104+43										
27 Electrical Conduit Installation										
28 Stone Base Installation STA.208+00-STA.104+43										
29 Curb and Gutter Sidewalk										
30 Storm Drainage Treatment Plant Entrance										
31 Storm Drainage STA. 300+18-STA.302+09										
32 Electrical Conduit Installation										
33 Box Culvert STA.302+81.72										
34 Storm Drainage STA.302+82- STA. 303+45										
35 Electrical Conduit Installation										
36 Stone Base STA.300+18-303+45										
37 Curb and Gutter/ Sidewalk										
38 Channel Shaping and Rip Rap										
39 Force main Adjustment STA. 3+73										
40 Inlet Protection										
41 Irrigation Rough In										
42 Road Base Fine Grading										
43 Asphalt Base Course										
44 Paver Installation										
45 Lighting										
46 Fine Grading										
47 Irrigation Trim Out										
48 Landscaping										
49 Asphalt Surface Course										
50 Striping										

Commercial District Transformation Project

Name	Assigned to	Start	Finish	% Complete	Aug 27	Sep 3	Sep 10	Sep 17	Sep 24	Oct 1	Oct 8
51 Signage		5/13/2024	5/16/2024	0							
52 Contractor Punch		5/17/2024	5/26/2024	0							
53 A/E Punch		5/27/2024	5/31/2024	0							
54 Substantial Completion		6/1/2024	6/1/2024	0							

Commercial District Transformation Project

Name	Oct 15	Oct 22	Oct 29	Nov 5	Nov 12	Nov 19	Nov 26	Dec 3	Dec 10
51 Signage									
52 Contractor Punch									
53 A/E Punch									
54 Substantial Completion									

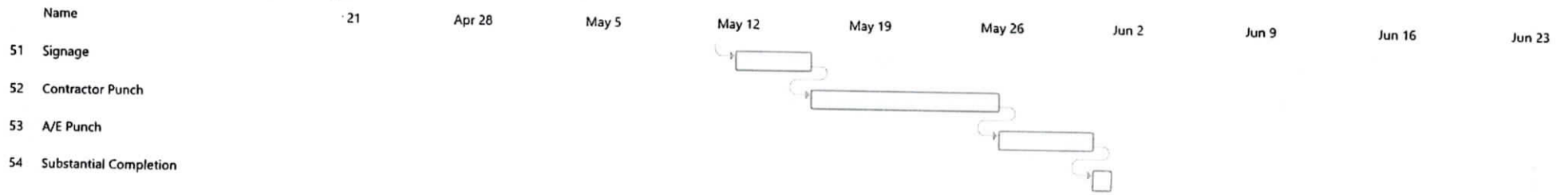
Commercial District Transformation Project

Name	Dec 17	Dec 24	Dec 31	Jan 7 2024	Jan 14	Jan 21	Jan 28	Feb 4	Feb 11
51 Signage									
52 Contractor Punch									
53 A/E Punch									
54 Substantial Completion									

Commercial District Transformation Project

Name	Feb 18	Feb 25	Mar 3	Mar 10	Mar 17	Mar 24	Mar 31	Apr 7	Apr 14	Apr
51 Signage										
52 Contractor Punch										
53 A/E Punch										
54 Substantial Completion										

Commercial District Transformation Project



Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Owner's Project No.:
 Engineer's Project No.: 16383
 Contractor's Project No.: 307

Application No.: 3 Application Period: From 11/01/23 to 11/30/23 Application Date: 12/01/23

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Work Completed - Current Pay App		H Work Completed to Date		K Materials Currently Stored (not in G) (\$)	L Work Completed and Materials Stored to Date (I + K) (\$)	M % of Value of Item (L / F) (%)	N Balance to Finish (F - L) (\$)
						Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
Original Contract													
202-B009	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	2,083	SY	\$ 8.00	16,664.00	-	-	-	-	-	-	0%	16,664.00
202-B087	REMOVAL OF CONTINUOUSLY REINFORCED CONCRETE PAVEMENT, ALL DEPTHS	235	SY	\$ 10.00	2,350.00	-	-	-	-	-	-	0%	2,350.00
202-B013	REMOVAL OF BASE (LIMESTONE / GRAVEL), ALL DEPTHS	3,191	SY	\$ 10.00	31,910.00	-	-	-	-	-	-	0%	31,910.00
503-C010	SAW CUT, FULL DEPTH (ASPHALT)	320	LF	\$ 8.00	2,560.00	-	-	-	-	-	-	0%	2,560.00
503-C010	SAW CUT, FULL DEPTH (CONCRETE)	55	LF	\$ 8.00	440.00	-	-	-	-	-	-	0%	440.00
202-B191	REMOVAL OF PIPE, 8" AND ABOVE	230	LF	\$ 5.00	1,150.00	-	-	-	-	-	-	0%	1,150.00
202-A001	CLEARING AND GRUBBING	1	LS	\$ 76,000.00	76,000.00	-	-	1.00	76,000.00	-	76,000.00	100%	-
100098	REMOVE AND RESET, MAILBOX	3	EA	\$ 300.00	900.00	-	-	-	-	-	-	0%	900.00
907-630-0004	REMOVE AND RESET, SIGN	3	EA	\$ 300.00	900.00	-	-	-	-	-	-	0%	900.00
203-EX001	BORROW EXCAVATION, AH, FME, CLASS B1	4,400	CY	\$ 12.00	52,800.00	2,040.00	24,480.00	4,400.00	52,800.00	-	52,800.00	100%	-
203-G001	EXCESS EXCAVATION, FM, AH (TO BE USED AS DIRECTED)	800	CY	\$ 10.00	8,000.00	800.00	8,000.00	800.00	8,000.00	-	8,000.00	100%	-
206-A001	STRUCTURE EXCAVATION	2,200	CY	\$ 15.00	33,000.00	-	-	-	-	-	-	0%	33,000.00
216-A001	SOLID SODDING	8,500	SY	\$ 7.20	61,200.00	-	-	-	-	-	-	0%	61,200.00
234-A001	TEMPORARY SILT FENCE	5,200	LF	\$ 3.57	18,564.00	-	-	990.00	3,534.30	-	3,534.30	19%	15,029.70
237-A002	WATTLES, 20"	2,400	LF	\$ 5.43	13,032.00	60.00	325.80	60.00	325.80	-	325.80	3%	12,706.20
304-F002	SIZE 610 CRUSHED STONE BASE	4,840	TON	\$ 67.40	326,216.00	-	-	-	-	-	-	0%	326,216.00
403-A001	12.5-MM, HT, ASPHALT PAVEMENT	760	TON	\$ 191.19	145,304.40	-	-	-	-	-	-	0%	145,304.40
403-A013	9.5-MM, HT, ASPHALT PAVEMENT	760	TON	\$ 195.24	148,382.40	-	-	-	-	-	-	0%	148,382.40
501-B005	8" PLAIN CEMENT CONCRETE PAVEMENT, BROOM FINISH	92	SY	\$ 108.00	9,936.00	-	-	-	-	-	-	0%	9,936.00
406-A002	COLD MILLING OF BITUMINOUS PAVEMENTS, ALL DEPTH	300	SY	\$ 12.00	3,600.00	-	-	-	-	-	-	0%	3,600.00
603-CA004	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	54	LF	\$ 41.74	2,253.96	-	-	-	-	-	-	0%	2,253.96
603-CA012	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	2,003	LF	\$ 49.38	98,908.14	-	-	-	-	-	-	0%	98,908.14
603-CE002	22"x13" REINFORCED CONCRETE ARCH PIPE, CLASS III, RUBBER TYPE GASKETS	1,297	LF	\$ 65.58	85,057.26	545.00	35,741.10	545.00	35,741.10	-	35,741.10	42%	49,316.16
603-CE008	29"x18" REINFORCED CONCRETE ARCH PIPE, CLASS III, RUBBER TYPE GASKETS	427	LF	\$ 86.30	36,850.10	-	-	-	-	-	-	0%	36,850.10
603-CB003	18" REINFORCED CONCRETE END SECTION	1	EA	\$ 870.00	870.00	-	-	-	-	-	-	0%	870.00
603-CF003	29"x18" REINFORCED CONCRETE ARCH END SECTION	2	EA	\$ 1,110.00	2,220.00	-	-	-	-	-	-	0%	2,220.00
603-PA010	6' x 4' PRECAST CONCRETE BOX CULVERT	162	LF	\$ 1,065.00	172,530.00	-	-	-	-	-	-	0%	172,530.00
603-PB008	6' x 4' PRECAST CONCRETE BOX CULVERT, END SECTION	4	EA	\$ 4,750.00	19,000.00	-	-	-	-	-	-	0%	19,000.00
815-A007	LOOSE RIPRAP, SIZE 300	600	TON	\$ 84.20	50,520.00	-	-	-	-	-	-	0%	50,520.00
815-E001	GEOTEXTILE UNDER RIPRAP	950	SY	\$ 4.82	4,579.00	-	-	-	-	-	-	0%	4,579.00
604-A001	CASTINGS	5,500	LBS	\$ 3.38	18,590.00	3,150.00	10,647.00	3,150.00	10,647.00	-	10,647.00	57%	7,943.00
604-B001	GRATINGS	4,000	LBS	\$ 4.02	16,080.00	-	-	-	-	-	16,080.00	0%	16,080.00
609-B002	CONCRETE CURB, HEADER (6"x18")	727	LF	\$ 20.40	14,830.80	-	-	-	-	-	-	0%	14,830.80
609-D002	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	4,108	LF	\$ 20.40	83,803.20	-	-	-	-	-	-	0%	83,803.20
609-D004	COMBINATION CONCRETE CURB AND GUTTER, TYPE 2 MODIFIED	446	LF	\$ 20.40	9,098.40	-	-	-	-	-	-	0%	9,098.40
608-A001	CONCRETE SIDEWALK, 4" THICK	2,990	SY	\$ 78.00	233,220.00	-	-	-	-	-	-	0%	233,220.00
608-A001	CONCRETE SIDEWALK, 6" THICK	522	SY	\$ 90.00	46,980.00	-	-	-	-	-	-	0%	46,980.00
608-C001	DETECTABLE WARNINGS, PER PLANS	103	SF	\$ 44.00	4,532.00	-	-	-	-	-	-	0%	4,532.00
626-G001	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	111	LF	\$ 24.00	2,664.00	-	-	-	-	-	-	0%	2,664.00
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	813	LF	\$ 6.00	4,878.00	-	-	-	-	-	-	0%	4,878.00
907-626-H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	2	EA	\$ 600.00	1,200.00	-	-	-	-	-	-	0%	1,200.00
626-H004	THERMOPLASTIC LEGEND, WHITE	696	SF	\$ 14.40	10,022.40	-	-	-	-	-	-	0%	10,022.40

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

Owner's Project No.:
 Engineer's Project No.: 16383
 Contractor's Project No.: 307

Application No.: 3 Application Period: From 11/01/23 to 11/30/23 Application Date: 12/01/23

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080 THICKNESS	36	SF	\$ 19.24	692.64	-	-	-	-	-	-	-	692.64
L00009	DECORATIVE SIGN POST, PER PLANS	60	LF	\$ 500.00	30,000.00	-	-	-	-	-	-	-	-
620-A001	MOBILIZATION	1	LS	\$ 20,200.00	20,200.00	0.35	7,070.00	0.50	10,100.00	-	-	-	30,000.00
1	REMOVE, RELOCATE, OR PROTECT ELECTRICAL/COMMUNICATION UTILITIES	1	LS	\$ 75,000.00	75,000.00	-	-	-	-	-	-	-	10,100.00
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 12,000.00	12,000.00	-	-	-	-	-	-	-	75,000.00
3	8" PVC GRAVITY SEWER PIPE	1,450	LF	\$ 36.02	52,229.00	0.15	1,800.00	0.15	1,800.00	-	-	-	10,200.00
4	PRECAST MANHOLE, 4' DIAMETER (ALL DEPTHS)	9	EA	\$ 3,867.20	34,804.80	303.00	10,914.06	1,339.00	48,230.78	-	-	-	3,998.22
5	8" PVC WATER MAIN	1,060	LF	\$ 43.98	46,618.80	2.00	7,734.40	9.00	34,804.80	-	-	-	-
6	12" PVC WATER MAIN	420	LF	\$ 75.79	31,831.80	928.00	40,813.44	928.00	40,813.44	-	-	-	5,805.36
7	ADJUSTMENT OF EXISTING FORCE MAIN, STA 3+73	1	LS	\$ 5,584.00	5,584.00	309.00	23,419.11	309.00	23,419.11	-	-	-	8,412.69
8	FIRE HYDRANT ASSEMBLY	4	EA	\$ 7,627.60	30,510.40	4.00	30,510.40	4.00	30,510.40	-	-	-	5,584.00
9	RECONNECT AND RELOCATE EXISTING FIRE HYDRANT	2	EA	\$ 3,339.68	6,679.36	1.00	3,339.68	1.00	3,339.68	-	-	-	-
10	SANITARY SEWER/WATER MAIN CROSSING	1	EA	\$ 3,384.00	3,384.00	1.00	3,384.00	1.00	3,384.00	-	-	-	3,339.68
11	8" GATE VALVE	2	EA	\$ 2,858.96	5,717.92	3.00	8,576.88	3.00	8,576.88	-	-	-	3,384.00
12	12" GATE VALVE	1	EA	\$ 4,992.56	4,992.56	3.00	14,977.68	3.00	14,977.68	-	-	-	8,576.88
13	8" INSERTION VALVE	2	EA	\$ 12,000.00	24,000.00	-	-	-	-	-	-	-	14,977.68
14	12" INSERTION VALVE	2	EA	\$ 24,200.00	48,400.00	-	-	-	-	-	-	-	24,000.00
15	REMOVAL OF WATER MAIN (ALL SIZES)	340	LF	\$ 10.00	3,400.00	-	-	-	-	-	-	-	48,400.00
16	SINGLE SEWER SERVICE	7	EA	\$ 1,254.06	8,778.42	6.00	7,524.36	7.00	8,778.42	-	-	-	3,400.00
17	DOUBLE SEWER SERVICE	6	EA	\$ 1,624.74	9,748.44	5.00	8,123.70	5.00	8,123.70	-	-	-	8,778.42
18	SINGLE WATER SERVICE	9	EA	\$ 1,161.73	10,455.57	2.00	2,323.46	2.00	2,323.46	-	-	-	8,123.70
19	DOUBLE WATER SERVICE	6	EA	\$ 2,455.00	14,730.00	11.00	27,005.00	11.00	27,005.00	-	-	-	10,455.57
20	12"x8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	2	EA	\$ 6,821.28	13,642.56	-	-	-	-	-	-	-	14,730.00
21	8"x8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	1	EA	\$ 5,899.68	5,899.68	-	-	-	-	-	-	-	13,642.56
22	12"x6" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	1	EA	\$ 16,635.78	16,635.78	-	-	-	-	-	-	-	5,899.68
23	DUCTILE IRON FITTINGS	6	TON	\$ 43,399.60	260,397.60	1.80	78,119.28	1.80	78,119.28	-	-	-	16,635.78
24	IRRIGATION	1	LS	\$ 132,000.00	132,000.00	-	-	-	-	-	-	-	260,397.60
26 01 00-A	1-1/4" HDPE "ROLL PIPE" CONDUIT	1,800	LF	\$ 19.18	34,524.00	-	-	-	-	-	-	-	132,000.00
26 01 00-B	2" PVC CONDUIT	5,400	LF	\$ 22.14	119,556.00	-	-	-	-	-	-	-	34,524.00
ALTERNATE 2													
27	PRECAST CONCRETE DRAINAGE STRUCTURES	82	EA	\$ 2,368.00	194,176.00	15.00	35,520.00	15.00	35,520.00	-	-	-	119,556.00
ALTERNATE 3													
L00091	STONE PAVERS, PER PLANS	14,869	SF	\$ 22.20	330,091.80	-	-	-	-	-	-	-	194,176.00
ALTERNATE 4													
L00060	TREE GRATE (ARGO 3'x3' HEEL-PROOF)	30	EA	\$ 1,411.20	42,336.00	-	-	-	-	-	-	-	330,091.80
25	CEDAR ELM TREE	77	EA	\$ 2,340.00	180,180.00	-	-	-	-	-	-	-	42,336.00
ALTERNATE 5													
26 01 00-C	LIGHTING STANDARDS	42	EA	\$ 9,480.62	398,186.04	-	-	-	-	-	-	-	180,180.00
26 01 00-D	ELECTRICAL DISTRIBUTION	9,200	LF	\$ 9.47	87,124.00	-	-	-	-	-	-	-	398,186.04
26 01 00-E	ELECTRICAL SERVICE, PANEL, METER, RACK	1	LS	\$ 7,084.08	7,084.08	-	-	-	-	-	-	-	87,124.00
Original Contract Totals					\$ 4,173,187.31		\$ 390,349.35		\$ 566,874.83	\$ -	\$ 566,874.83	25%	\$ 3,606,312.48

**ADVERTISEMENT FOR BIDS
CITY OF DIAMONDHEAD
KALEKI WAY DRAINAGE PROJECT**

General Notice

City of Diamondhead (Owner) is requesting Bids for the construction of the following Project:

**Kaleki Way Drainage Project
City of Diamondhead**

Bids for the construction of the Project will be received at the Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead, MS 39525, until **Thursday, February 1, 2024, at 10:00 a.m. local time**. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The project includes, but is not limited to, stormwater drainage improvements, pipe removal and replacement, excavation of existing ditches, and excavation of a proposed ditch between Leke Drive and Kaleki Way.

The maximum allowable number of consecutive calendar days for the completion of Work (the Contract Time) is set forth in the Bid Proposal and will be included in the executed Agreement. The project will be subject to liquidated damages in the amount of Six Hundred Dollars (\$600) per consecutive calendar day for each day in default after the stipulated completion date. The contract time will begin when the Contractor commences work on this project but no later than the tenth consecutive calendar day after receipt of a notice to proceed from the Owner.

Obtaining the Bidding Documents

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

Covington Civil & Environmental 2300 14 th Street Gulfport, MS 39501	City of Diamondhead 5000 Diamondhead Circle Diamondhead, Mississippi 39525	www.ccellcplans.us www.diamondheadbids.com (log-in/registration required)
---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Bids must be submitted upon the standard forms contained within these contract documents furnished by the Engineer for the City of Diamondhead, Mississippi, noted in the Instructions to Bidders. Bids submitted shall be in letter form in a sealed envelope and outside of envelope shall be marked plainly Kaleki Way Drainage Project and shall be addressed to Jeannie Klein, City Clerk, City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi 39525 or for those interested, bids can be electronically submitted at www.diamondheadbids.com or www.ccellcplans.us under the project page. No oral, telegraphic, telephonic, or e-mail proposals will be considered. Each bidder shall write his/her

Name, Address, and Certificate of Responsibility number/or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000) on the outside of the sealed envelope containing the proposal. If submitting electronically, please include this information on a cover page with your bid submission. All interpretations of drawings and specifications shall be directed to Covington Civil & Environmental, Andrew Levens, P.E. 228-396-0486 or email andrew@ccellc.us. All questions regarding this bid must be submitted in writing and must be received by the end of business **5:00 p.m. local time January 24, 2024**. Questions submitted after this date will not be considered. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal.

Pre-bid Conference

A pre-bid conference for the Project will be held on **Thursday, January 18, 2024, at 10:00 AM** at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS 39525. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders

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

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

The project is funded by ARPA and the requirements for this grant including the procurement process shall be followed including opportunity for participation by minority and women-owned business enterprises in the procurement of goods and services.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Diamondhead
 By: Jeannie Klein
 Title: City Clerk
 Date: 12/28/2023 & 1/4/2024

ADVERTISEMENT FOR BIDS
CITY OF DIAMONDHEAD
ANNUAL UNIT PRICE REPAIR CONTRACT

General Notice

City of Diamondhead (Owner) is requesting Bids for the following Project:

2024 Annual Unit Price Repair Contract
Project Number 16175.08

Electronic or Sealed Bids for the Project will be received by the City Clerk at the Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead, MS, until **February 1, 2024, at 11:00 a.m. local time**. At that time the Bids received will be publicly opened and read aloud.

All bids must be addressed to the City of Diamondhead marked "SEALED BID TO BE OPENED AT 10:00 A.M., 1st day, February 2024", and specify the name of the bid item. If a bid is submitted by mail, the address of City of Diamondhead is "5000 Diamondhead Circle, Diamondhead, MS 39525. If a bid is hand-delivered, the street address is the same as the mailing address.

When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall include a document representing the cover of the envelope containing the aforementioned criteria.

Unit price bids are invited for the furnishing of materials, equipment, labor, and incidentals necessary to effect certain repairs and/or replacement of existing utilities within the City of Diamondhead.

Obtaining the Bidding Documents

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

Covington Civil & Environmental 2300 14 th Street Gulfport, MS 39501	City of Diamondhead 5000 Diamondhead Circle Diamondhead, Mississippi 39525	www.diamondheadbids.com (log-in/registration required)
---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------

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

Bids must be submitted upon the standard forms contained within these contract documents furnished by the Engineer for the City of Diamondhead, Mississippi, noted in the Instructions to Bidders. Bids submitted shall be in letter form in a sealed envelope and outside of envelope shall be marked plainly City of Diamondhead, 2024 Annual Unit Price Repair Contract and shall be addressed to Jeannie Klein, City Clerk, City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi 39525 or for those interested, bids can be electronically submitted at www.diamondheadbids.com under the project page. No oral, telegraphic, telephonic, or e-mail proposals will be considered. Each bidder shall write his Name, his Address, and his Certificate of Responsibility number/or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000) on the outside of the sealed envelope containing the proposal. If submitting electronically, please include this information on a cover page with your bid submission. All interpretations of drawings and specifications shall be directed to Covington Civil & Environmental, LLC, Andrew Levens, P.E. 228-396-0486 or email andrew@ccellc.us. All questions regarding this bid

must be submitted in writing and must be received by the end of business **5:00 p.m. local time January 24, 2024**. Questions submitted after this date will not be considered. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal.

Pre-bid Conference

A pre-bid conference will be held on Thursday, January 18, 2024, at 11:00 a.m. at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS 39525. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

A certified check or bank draft payable to the order of City of Diamondhead, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety licensed under the laws of the State of Mississippi, in an amount equal to five thousand dollars (\$5,000.00) for "City of Diamondhead, 2023 Annual Unit Price Repair Contract" shall be submitted with each bid.

The Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For the purposes of submitting a bid, the Bidder shall possess a current commercial contractor's license from the Mississippi State Board of Contractors. The license shall be in the correct classification of licensure that will allow the perspective bidder to perform the work described in the bid documents.

The City of Diamondhead, Mississippi, reserves the right to consider the following relevant factors in addition to the contract price in determining the lowest and best bid: bidder's skill and business judgment, his experience, and his facilities for carrying out the contract, his previous conduct under other contracts and the quality of previous work, as well as his pecuniary ability, honesty, and integrity. The City also reserves the right to reject any or all bids or to waive any informalities in the bidding.

Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected, and not considered for award. If no such law exists in the nonresident contractor's state, then the non-resident contractor shall provide a statement to that effect with his bid.

The City of Diamondhead, Mississippi, reserves the right to reject any and all bids and to waive any informality in the bidding. Bids may be held by the City of Diamondhead, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Diamondhead
 By: Jeannie Klein
 Title: City Clerk
 Date: 12/28/2023 & 1/4/2024

ADVERTISEMENT FOR BIDS
CITY OF DIAMONDHEAD
BAYOU DRIVE DRAINAGE PROJECT

General Notice

City of Diamondhead (Owner) is requesting Bids for the construction of the following Project:

Bayou Drive Drainage Project
City of Diamondhead

Bids for the construction of the Project will be received at the Diamondhead City Hall located at 5000 Diamondhead Circle, Diamondhead, MS 39525, until **Thursday, February 8, 2024, at 10:00 a.m. local time**. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The project includes, but is not limited to, stormwater drainage improvements, pipe removal and cast-in-place drainage structures, elevating roadway, roadway restoration, grading and vegetative restoration near intersection of Bayou Drive and Bayou Place.

The maximum allowable number of consecutive calendar days for the completion of Work (the Contract Time) is set forth in the Bid Proposal and will be included in the executed Agreement. The project will be subject to liquidated damages in the amount of Six Hundred Dollars (\$600) per consecutive calendar day for each day in default after the stipulated completion date. The contract time will begin when the Contractor commences work on this project but no later than the tenth consecutive calendar day after receipt of a notice to proceed from the Owner.

Obtaining the Bidding Documents

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

Covington Civil & Environmental 2300 14 th Street Gulfport, MS 39501	City of Diamondhead 5000 Diamondhead Circle Diamondhead, Mississippi 39525	www.ccellcplans.us www.diamondheadbids.com (log-in/registration required)
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Plans and Specifications are being made available via hard copy or digital download. Plan Holders are required to log-in or register for an account to view or order bid documents at www.diamondheadbids.com or www.ccellcplans.us. Bid documents are non-refundable and must be purchased through the website. If you have any questions regarding website registration and online orders, please contact Plan House at 228-248-0181. No partial sets of drawings of project manuals will be issued. No contract documents (hard copies or electronic copies) will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids.

Bids must be submitted upon the standard forms contained within these contract documents furnished by the Engineer for the City of Diamondhead, Mississippi, noted in the Instructions to Bidders. Bids submitted shall be in letter form in a sealed envelope and outside of envelope shall be marked plainly Bayou Drive Drainage Project and shall be addressed to Jeannie Klein, City Clerk, City of Diamondhead at 5000 Diamondhead Circle, Diamondhead, Mississippi 39525 or for those interested, bids can be electronically submitted at www.diamondheadbids.com or www.ccellcplans.us under the project page. No oral, telegraphic, telephonic, or e-mail proposals will be considered. Each bidder shall write his/her

Name, Address, and Certificate of Responsibility number/or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000) on the outside of the sealed envelope containing the proposal. If submitting electronically, please include this information on a cover page with your bid submission. All interpretations of drawings and specifications shall be directed to Covington Civil & Environmental, Andrew Levens, P.E. 228-396-0486 or email andrew@ccellc.us. All questions regarding this bid must be submitted in writing and must be received by the end of business **5:00 p.m. local time January 24, 2024**. Questions submitted after this date will not be considered. An acknowledged received copy of all Addenda issued by the Engineer via Plan House must be included with the bid proposal.

Pre-bid Conference

A pre-bid conference for the Project will be held on **Thursday, January 25, 2024, at 10:00 AM** at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS 39525. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders

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

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

The project is funded by ARPA and the requirements for this grant including the procurement process shall be followed including opportunity for participation by minority and women-owned business enterprises in the procurement of goods and services.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Diamondhead
 By: Jeannie Klein
 Title: City Clerk
 Date: 12/28/2023 & 1/4/2024

EXHIBIT "C"**WORK ASSIGNMENT**

WORK ASSIGNMENT NO 10 – Kolo
Court Drainage Project

PROJECT NUMBER: - Kolo Court Drainage Project

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC on the 29th day of October 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR
PHASE

The scope is generally identified in the attached conceptual drawings from Pickering and quantity takeoff from the conceptual drawings. The scope may vary based on conditions identified during the surveying and design phase of the project.

Task	Fee
Surveying	\$ 10,500.00
Engineering and Design	\$ 16,000.00
Bidding	\$ 5,000.00
Construction Inspection and Administration	\$ 14,000.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until *December 30, 2024*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBEGOAL

The DBE goal established for this Work Assignment shall be 0%

KEY PERSONNEL

CITY

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



Ben Benvenuti, P.E., Principal Engineer

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$45,500.00 (Total of all Charges) without the prior written consent of both parties. Project will be billed monthly based on a percentage complete of the lump sum cost of each phase.


Both parties hereto represent that they have authority to enter into Work Assignment No. 10, as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____ -

City of Diamondhead

Signature

Covington Civil and Environmental


Signature

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

ATTEST: _____

2023-445

Item No.24.



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-90
Invoice Date: 12/13/2023
Due Date: 1/12/2024
Project: WA #23 Unit Price Contr...
P.O. Number: 2023-0235
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Standard Specifications and Drawings Unit Price Contract WA 23 Services Provided through 11/30/23 PO 2023-0235			
Bidding	0	8,000.00	0.00
Develop Bid Package	0.22	12,000.00	2,640.00
Develop Standard Drawings and Specifications	0	28,000.00	0.00

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

Total	\$2,640.00
Payments/Credits	\$0.00
Balance Due	\$2,640.00



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

Project Title		Standard Specifications and Drawings			
Project Number		16175.08			
Invoice #		16175.08-90			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Develop Standard Drawings and Specifications	\$ 28,000.00	\$ 28,000.00	\$ -	\$ -	100%
Develop Bid Package	\$ 12,000.00	\$ 8,100.00	\$ 2,640.00	\$ 1,260.00	90%
Bidding	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0%
Total	\$ 48,000.00	\$ 36,100.00	\$ 2,640.00	\$ 9,260.00	



2300 14th Street
Gulfport, MS 39501

Bill To: [Redacted]

City of Diamondhead

Invoice

Item No.24.

Invoice #: 16175.08-89
Invoice Date: 12/13/2023
Due Date: 1/12/2024
Project: FP WA 2 - Bank Stabiliz...
P.O. Number: 2023-0257
Terms: Net 30

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Bank Stabilization Project FP WA 2 PO #2023-0257 Requisition #R-05205 Services Provided 11/01/2023 - 11/30/23			
Surveying	0.1	120,000.00	12,000.00
Engineering and Design	0	265,000.00	0.00
Permitting	0	45,000.00	0.00

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

Total	\$12,000.00
Payments/Credits	\$0.00
Balance Due	\$12,000.00



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

Project Title		Bank Stabilization Project			
Project Number		16175.08			
Invoice #		16175.08-89			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 120,000.00	\$ 78,000.00	\$ 12,000.00	\$ 30,000.00	75%
Engineering and Design	\$ 265,000.00	\$ 39,750.00	\$ -	\$ 225,250.00	15%
Permitting	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0%
Total	\$ 430,000.00	\$ 117,750.00	\$ 12,000.00	\$ 300,250.00	



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-91
Invoice Date: 12/13/2023
Due Date: 1/12/2024
Project: FP WA 5 - Turnberry Dra...
P.O. Number: 2023-0348
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Turnberry Drainage Project PO #2023-0348 Services Provided Through 11/30/23			
Surveying	0.25	19,000.00	4,750.00
Permitting	0.2	2,500.00	500.00
Engineering and Design	0.05	16,000.00	800.00
Bidding	0	4,500.00	0.00
Construction Inspection and Administration	0	9,500.00	0.00

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

Total	\$6,050.00
Payments/Credits	\$0.00
Balance Due	\$6,050.00



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

Project Title		Turnberry Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-91			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 19,000.00	\$ 14,250.00	\$ 4,750.00	\$ -	100%
Permitting	\$ 2,500.00	\$ -	\$ 500.00	\$ 2,000.00	20%
Engineering and Design	\$ 16,000.00	\$ 12,000.00	\$ 800.00	\$ 3,200.00	80%
Bidding	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	0%
Construction Inspection and Administration	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	0%
Total	\$ 51,500.00	\$ 26,250.00	\$ 6,050.00	\$ 19,200.00	63%



2300 14th Street
Gulfport, MS 39501

Invoice

Invoice #: 16175.08-88
Invoice Date: 12/9/2023
Due Date: 1/8/2024
Project: FP WA3 Kaleki Way
P.O. Number: 2023-0349
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Kaleki Way Drainage PO #2023-0349 Requisition #R-05295 Services Provided 10/01/23 - 11/30/23			
Task 1: Survey	0.5	20,000.00	10,000.00
Task 2: Permitting	0.6	2,500.00	1,500.00
Task 3: Engineering and Design	0.25	22,000.00	5,500.00
Task 4: Bidding	0	4,500.00	0.00
Task 5: Construction Inspection/Administration	0	22,500.00	0.00

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

Total	\$17,000.00
Payments/Credits	\$0.00
Balance Due	\$17,000.00



December 13, 2023

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

Re: Professional Services – City of Diamondhead Bank Stabilization Project

Dear Mr. McCraw:

Enclosed, for your review and approval, is a copy of Invoice #16175.08-89 services through 11/30/2023 for the referenced project.

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

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink, appearing to read "BB", with a long horizontal flourish extending to the right.

Ben Benvenuti, P.E.
Principal Engineer



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

Project Title		Kaleki Way Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-88			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Surveying	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	100%
Task 2: Permitting	\$ 2,500.00		\$ 1,500.00	\$ 1,000.00	60%
Task 3: Engineering and Design	\$ 22,000.00	\$ 14,300.00	\$ 5,500.00	\$ 2,200.00	90%
Task 4: Bidding	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	0%
Task 5: Construction Inspection/Administration	\$ 22,500.00	\$ -	\$ -	\$ 22,500.00	0%
Total	\$ 71,500.00	\$ 24,300.00	\$ 17,000.00	\$ 30,200.00	58%

December 14, 2023

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

Re: City of Diamondhead
Beaux Vue Ph.2 Drainage Improvements Project (Bid 2023-007)

Mr. McCraw:

We have reviewed the bids received on November 29, 2023, for the above-mentioned project. In total, five (5) bids were received and checked for errors. Any mathematical errors found were corrected on the Bid Tabulation.

The apparent responsive low bid was submitted by Fair Tide Marine & Construction, LLC in the amount of \$117,777.00. After reviewing the bid proposal submitted Fair Tide Marine & Construction, LLC, we found it to be in order. All items were submitted as specified, and all addendums were acknowledged.

We recommend award of the contract to Fair Tide Marine & Construction, LLC, based on the approval of the City of Diamondhead. Should you have questions or need additional information, please contact our office.

Sincerely

Digital Engineering



John M. Stein, P.E.
Manager of Engineering Operations

Attachments

CITY OF DIAMONDHEAD
 BEAUX VUE PH. 2 DRAINAGE IMPROVEMENTS
 BID 2023-007
 Bid Date: November 29, 2023

Certificate of Responsibility Number:

Fair Tide Marine & Construction 15020 Parker Rd. Biloxi, MS 39532 228-382-4070 24344-MC	Moran Hauling Inc. 10380 Three Rivers Road Gulfport, MS 39503 228-216-3402 09083-MC	DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503 228-284-5049 20907-MC	LJ Construction Inc. 11226 Dobson Road Gulfport, MS 39503 228-832-1616 12105-MC	Bottom 2 Top Construction LLC 16708 Hwy 67 Biloxi, MS 39532 228-731-3795 23104-MC
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ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization & Demobilization	LS	100%	\$10,000.00	\$10,000.00	\$11,675.00	\$11,675.00	\$15,000.00	\$15,000.00	\$16,120.00	\$16,120.00	\$25,875.00	\$25,875.00
2	Pre-Construction Video & Photographs	LS	100%	\$800.00	\$800.00	\$1,554.50	\$1,554.50	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$7,150.00	\$7,150.00
3	Clearing and Grubbing	LS	100%	\$7,224.00	\$7,224.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00	\$8,500.00	\$8,500.00	\$25,875.00	\$25,875.00
4	30-inch Equiv.Reinforced Concrete Arch Pipe (RCAP)	LF	198	\$125.00	\$24,750.00	\$156.75	\$31,036.50	\$150.00	\$29,700.00	\$140.00	\$27,720.00	\$125.93	\$24,934.14
5	3' x3' Inlet Drainage Box	EA	2	\$4,398.00	\$8,796.00	\$2,400.00	\$4,800.00	\$5,000.00	\$10,000.00	\$3,415.00	\$6,830.00	\$2,285.75	\$4,571.50
6	6' x 6' Junction Box	EA	1	\$8,700.00	\$8,700.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00	\$7,985.00	\$7,985.00	\$5,352.75	\$5,352.75
7	Tie-In To Existing Drainage Structure	LS	1	\$2,500.00	\$2,500.00	\$3,785.00	\$3,785.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,285.50	\$1,285.50
8	Concrete Headwall	EA	1	\$3,105.00	\$3,105.00	\$5,035.00	\$5,035.00	\$5,000.00	\$5,000.00	\$4,153.55	\$4,153.55	\$4,752.00	\$4,752.00
9	Tied Concre Block Mat	SY	336	\$90.00	\$30,240.00	\$85.00	\$28,560.00	\$87.00	\$29,232.00	\$156.17	\$52,473.12	\$93.41	\$31,385.76
10	Ditching And Shaping, All Depth And Widths	LF	208	\$19.00	\$3,952.00	\$32.50	\$6,760.00	\$50.00	\$10,400.00	\$41.35	\$8,600.80	\$20.70	\$4,305.60
11	Sod	SY	175	\$28.00	\$4,900.00	\$8.75	\$1,531.25	\$15.00	\$2,625.00	\$30.00	\$5,250.00	\$12.21	\$2,136.75
12	Environmental Protection & Erosion Control	LS	100%	\$6,210.00	\$6,210.00	\$10,500.00	\$10,500.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$15,525.00	\$15,525.00
13	Remove and Replace Fence	LF	120	\$30.00	\$3,600.00	\$35.75	\$4,290.00	\$55.00	\$6,600.00	\$70.00	\$8,400.00	\$52.00	\$6,240.00
14	Removal of Structures and Obstructions	LS	100%	\$3,000.00	\$3,000.00	\$7,775.00	\$7,775.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$15,525.00	\$15,525.00
TOTAL BASE BID UNIT PRICE SUM					\$117,777.00		\$142,302.25		\$148,057.00		\$154,032.47		\$174,914.00

THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN
 IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

John M. Steinf, P.E. 12/14/23
 John M. Steinf, P.E.





2023-429

Item No.26.

**RENTAL AGREEMENT
ACTIVITY CENTER AND GROUNDS OF CITY HALL**

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

State of Mississippi
County of Hancock

The CITY of Diamondhead, by its duly authorized representative, hereby agrees to the following rental Agreement for the use of the Activity Center and Grounds at City Hall. The Rental Application and Rules for Use are attached and made a part of this contract.

AGENDA FOR EVENT

INDIVIDUAL OR GROUP (LESSEE): _____

PERSON RESPONSIBLE (If Group): _____

EVENT DATE(S): _____

SET UP TIME: _____ AM/PM START TIME: _____ AM/PM CLOSE TIME: _____ AM/PM

RENTAL RATE SCHEDULE

Rental Fee: \$ _____

Supplemental Fees: \$ _____

Security Fees: \$ _____ (*Number of Officers _____ x _____ Hours at \$35/hour)
*(4 hour minimum)

Total All Fees: \$ _____

Deposit Required: \$ _____

Outstanding

Balance Due: \$ _____ (this must be paid no later than _____)

Herein, the parties hereto agree as follows:

1. **DEFINITIONS:**

- A. The term "CITY" shall mean the City of Diamondhead, Mississippi.
- B. The term "CITY MANAGER OR HIS DESIGNEE" shall refer to the City Manager or his designee of the City of Diamondhead.
- C. The term "LESSEE" shall refer to the person, firm, partnership, corporation or other legal entity, other than the CITY, who is signatory party to this agreement, and shall also refer to the officers, employees, agents, contractors, successors, assigns, and invitees of the aforesaid signatory party.

- D. The term “**FACILITIES**” shall mean those portions of the complex known as the City of Diamondhead Activity Center which are designated for use by LESSEE as per the CONTRACT.
- E. The term “**EVENT**” shall mean the purpose or purposes for which FACILITIES shall be used and occupied.
- F. The term “**SUPPLEMENTAL EXPENSES**” shall mean the cost and expenses incurred by the CITY for such personnel, services and equipment as are specifically requested by LESSEE to accommodate the EVENT and occupancy and use of the FACILITIES.
- G. The term “**CONTRACT**” shall mean the document containing all the specifics of the EVENT, including but not limited to date, space, rental and supplemental fees, times, additional services required, and payment method.
- H. The term “**AGENDA AND RATE SCHEDULE**” shall refer to the documentation listing usage of the FACILITIES by LESSEE by date, time and size, and showing the contracted rental rate and supplemental fees.
- I. The term “**SECURITY**” shall mean law enforcement provided by the Hancock County Sheriff’s Office Diamondhead Division.
2. DESCRIPTION OF PORTION OF FACILITY TO BE USED AND OCCUPIED
 The City hereby grants to LESSEE and LESSEE hereby accepts a CONTRACT to occupy and use, subject to the term and conditions listed, the designated portions of the Facilities which include the activity center, exterior grounds, parking lot, restrooms and hallways.
3. PAYMENT
- A. Fees: The Lessee agrees to the payment of “**FEES**” as detailed on the Rental Rate Schedule in this Contract.
- B. Deposit: If required, the LESSEE shall pay a deposit by the date indicated on the CONTRACT, in the amount which shall have been predetermined by the CITY at the issuance of CONTRACT. That amount shall be listed on the CONTRACT. Failure to make the deposit by the date indicated on the CONTRACT may result in the CONTRACT being cancelled.
- C. Outstanding Balance Due: Unless otherwise indicated on the CONTRACT, the balance of all RENTAL FEES and SUPPLEMENTAL EXPENSES shall be **paid by the LESSEE to the CITY 10 DAYS PRIOR TO THE EVENT.**
- D. Default/cancellation: The entire deposit shall be forfeited if the LESSEE cancels this CONTRACT within 30 days of the EVENT. In the event the CITY cannot carry out the performances of this CONTRACT, in its entirety and must cancel the CONTRACT due to labor troubles, disputes, strikes, accidents, governmental (federal, state and municipal) regulation of, or restrictions upon travel or transportation, non-availability of supplies, riots, national emergencies, act of God and other causes whether enumerated herein or not, which are beyond reasonable control of the CITY, a full refund shall be granted the LESSEE of all monies the LESSEE has paid on the CONTRACT up until the time of cancellation.
4. DAMAGE TO PROPERTY
 LESSEE shall pay for any and all damages to the City of Diamondhead’s property, or loss or theft of such property, done or caused by Lessee except to the extent arising out of any negligence or willful misconduct of the CITY, its employees, or its representatives.
5. INDEMNITY
 If required by CONTRACT, LESSEE hereby agrees to hold harmless and indemnify the CITY, city council members, and the CITY MANAGER OR HIS DESIGNEE against any claims of liability for compensation under the law or other statutory law of this State, by reason of injuries sustained by LESSEE’s employees or any other person utilized under the terms of CONTRACT by LESSEE whose services are required to be paid for by LESSEE or whose services are requested by LESSEE. LESSEE hereby agrees to fully indemnify and hold harmless the CITY, city council members and the City Manager or his designee from and all claims of any nature for damages brought by any party against them, or any of them, including but not limited to the amount of any judgements, reasonable settlements, costs, or attorney’s fees incurred in defense of any such claim wherein

LESSEE, its agents servants or employees, are claimed or shown to be in any manner negligent, solely or contributingly, or claimed to have been sustained by reason of the use or occupation of the FACILITIES, whether such use is authorized or not, or by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons or invitees. It is expressly provided that it is a condition precedent to the leasing of the FACILITIES that the LESSEE must show proof of a "hold harmless" policy of insurance with the CITY OF DIAMONDHEAD, city members, and its City Manager or his designee being held harmless by such policy. Such policy shall be in such amounts as meets with the approval of the City Manager or his designee.

6. INSURANCE

If required by CONTRACT, LESSEE shall furnish the CITY of Diamondhead, Mississippi, **ten (10) days before the aforementioned EVENT**, approved and satisfactory general comprehensive liability insurance in the amount of at least \$1,000,000, naming the CITY and staff as additional insureds and as certificate holder. Such general comprehensive liability insurance, the premiums for which have been paid by LESSEE, shall cover any claim for damages of whatever nature brought by any person, or corporation, against the named insured or any one of them arising out of or in any manner connected with the EVENT, during any period in which LESSEE has charge of any portion of the FACILITIES or may be working there in prior to and/or in preparation of or in cleaning up after said EVENT except to the extent arising out of any negligence or willful misconduct of the CITY, its employees, or its representatives. Such general comprehensive liability insurance shall be obtained from an insurance provider which has received a rating of "A" from the A.M. Best Insurance Register. A certificate of insurance shall be provided by its producing insurance agent to the CITY MANAGER OR HIS DESIGNEE within a reasonable time but in no case less than THIRTY (30) days prior to the EVENT. In the event the CITY is not provided with the copy(s) of certificate(s) within the above stated time, the CITY may, at its option, procure, on its behalf, general comprehensive liability insurance with that limit of coverage specified in CONTRACT, to protect the interest of the CITY with respect to the EVENT and other occupancy and use of the FACILITIES by LESSEE, or cancel the EVENT. In the event the CITY chooses to secure such insurance, LESSEE agrees to reimburse the CITY for the actual costs of such insurance. LESSEE further agrees that it shall not be entitled to rely on any such insurance obtained by the CITY to fully protect the interest of LESSEE with respect to its EVENT and its other occupancy and use of the FACILITIES. LESSEE hereby waives any claim that any insurance obtained by the CITY under this paragraph is sufficient for any reason. If LESSEE is an agency or political subdivision of the State of Mississippi, it may meet the CONTRACTS requirement for insurance by furnishing the CITY with a copy of the certificate of coverage issued to it by the Mississippi Tort Claims Board. The requirement of approved and satisfactory insurance imposed by this section may be waived at the sole and exclusive discretion of the CITY MANAGER OR HIS DESIGNEE. Unless waived, the requirement shall constitute a material element of this CONTRACT and the failure of the LESSEE to provide same shall constitute a material breach hereof allowing the CITY or its CITY MANAGER OR HIS DESIGNEE to terminate same without incurring any liability therefor.

7. CONCESSIONS AND/OR CATERING

The CITY of Diamondhead, Mississippi, does not provide any food, beverage, water, or linen services. Alcohol is permitted, and SECURITY will be required for any and all events where alcohol is present or consumed.

8. ADVERTISEMENTS

LESSEE will not post or exhibit signs, advertisements, showbills, lithographs, posters or cards of any description on any part of said building without CITY MANAGER OR HIS DESIGNEE'S prior approval.

9. CONTROL OF THE FACILITIES

All duly authorized representatives of the CITY shall have the right to enter the FACILITIES and all parts thereof at all times for the necessary performance of their duties. LESSEE shall be responsible for the orderly conduct of all its invitees, officers, employees, agents, contractors, successors and assigns who may be at or in the FACILITIES during the contract period. The CITY reserves the right to eject or cause to be ejected from the FACILITIES any person or persons whose conduct is unlawful or otherwise objectionable. In addition, the CITY shall have the right to make announcements at any time during the EVENT in the interest of public safety, crowd control and compliance with rules, regulations, laws, etc.

10. OBSERVANCE OF LAW

LESSEE shall not engage or permit any activity which may directly or indirectly cause physical damage to the FACILITY or bring discredit to the CITY. LESSEE shall observe and obey all laws, ordinances, regulations, and rules of the municipality, state or federal governments which may be applicable to LESSEE and its occupancy and use of the FACILITIES. LESSEE will obtain and maintain any and all permits and licenses.

11. UTILITIES

The CITY shall provide and maintain the necessary utility connections and service including water, electricity, sewage disposal, heat and air conditioning at the designated portion of the FACILITIES for the EVENT. The costs and expenses incurred by the CITY in providing special plumbing, electrical, carpentry and like work as may be required shall be assessed to LESSEE as SUPPLEMENTAL EXPENSES. The CITY does not warrant against interruption in or failure of such utility connections and services, and the CITY shall not be liable to LESSEE for any loss, damage, cost or expenses which may result or arise from any such interruption or failure, except to the extent arising out of any negligence or willful misconduct of the CITY, its employees, its representatives.

12. DANGEROUS MATERIALS

LESSEE shall not, without the advance written consent of the CITY MANAGER OR HIS DESIGNEE, put up or operate any engine or motor machinery or use any flammable, toxic or explosive items inside or outside the FACILITIES. LESSEE agrees that all decorative materials used in the facility will be flame-proof and not attached to walls and that all questions of safety will be resolved to the CITY MANAGER OR HIS DESIGNEE'S satisfaction.

13. OCCUPANCY INTERRUPTION

If, irrespective of fault of the CITY, the FACILITIES or any part thereof shall be destroyed or damaged by fire or other cause, or the elements, or if any casualty or unforeseen occurrence shall render the FACILITIES or any part thereof unusable and thereby make the fulfillment of the CONTRACT impossible, EITHER PARTY shall not in any such case be held liable or responsible to the OTHER PARTY for any damage caused to him. If said FACILITIES shall be destroyed or damaged after the commencement of the EVENT, rendering the fulfillment of this CONTRACT by the CITY impossible, then this CONTRACT shall be terminated, and LESSEE shall pay rental for use of said designated FACILITIES only up to the time of such termination, at the rate specified, and the LESSEE waives any claim for damages or compensation should this CONTRACT so terminate.

14. SCHEDULING

The CITY shall be privileged to schedule other EVENTS before, during and after the EVENT without notice to LESSEE, but agree to respect the integrity of said event.

15. VACATING THE FACILITY

Upon vacating the City Hall Activity Center and Grounds, LESSEE will be responsible for cleaning this facility.

16. SURRENDER-REMOVAL OF PROPERTY

That the FACILITIES, including those designated and named in this agreement, shall at the termination of this contract, be returned to the CITY in as good and sage condition as same were in when LESSEE began to operate under this agreement, and if any portions of said FACILITIES are damaged or destroyed through negligence of LESSEE, the same shall be replaced, or repaired or restored or compensated for by the LESSEE to the complete satisfaction of the CITY before the termination of this contract. In the event the LESSEE fails to vacate said premises within the time limits established in the agenda and CONTRACT, the LESSEE may be asked to pay additional rental of the space equal to a percent of the posted daily rental for that space; said determination to be made by CITY MANAGER OR HIS DESIGNEE. LESSEE must have CITY MANAGER OR HIS DESIGNEE'S approval for extension of time limits over and above those established in the contract.

17. WRITTEN/VERBAL MATERIALS

The CITY shall approve the written and/or verbal use of the FACILITIES' name and/or logo on all materials, advertisements, printed material, etc.

18. NOTICES AND CONSENTS

All notices and all consents required of the CITY or LESSEE shall be in writing and shall be given or made by U.S. registered or certified mail addressed to THE CITY as follows: THE CITY OF DIAMONDHEAD, MS ATTN: CITY CLERK - 5000 DIAMONDHEAD CIRCLE, DIAMONDHEAD, MS 39525 or to LESSEE at the address provided on the Rental Application. Any notice or consent so sent shall be deemed to have been given on the date same was deposited in the U.S. Mail as registered or certified matter. In addition such consents to be given by the CITY shall not be deemed enforceable unless signed by the CITY MANAGER OR HIS DESIGNEE.

19. PARTIAL INVALIDITY

If any term, covenant or condition of CONTRACT or general conditions or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of same shall not be affected, and each term or condition of same shall be valid and enforceable to the fullest extent permitted by law.

SUPPLEMENTAL EVENT AGREEMENTS, IF ANY:

IN WITNESS WHEREOF, the parties have made their assent to the above and foregoing conditions on the respective dates below each signature.

LESSEE:

THE CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____

By: _____
City Manager or His Designee

Date: _____

Date: _____

INDIVIDUAL GUARANTEE

As consideration for the City of Diamondhead permitting use of the grounds, facility, and equipment the undersigned, in his/her individual capacity, does hereby personally guarantee and accept responsibility for any damages done to the grounds, facility, or equipment by persons in the group during the reserved time and to maintain order and control over said persons.

By: _____

Date: _____



**RENTAL APPLICATION
ACTIVITY CENTER AND GROUNDS OF CITY HALL**

City of Diamondhead
Attn: City Manager
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
(228) 222-4626

NAME OF GROUP(S) OR INDIVIDUAL(S): _____

TYPE OF EVENT: _____

DATE(S) OF EVENT: _____ NUMBER OF ATTENDEES: _____

SET UP TIME: _____ AM/PM START TIME: _____ AM/PM CLOSE TIME: _____ AM/PM

IS THIS A RECURRING EVENT? _____

If yes, please explain: _____

ALCOHOL: WILL or WILL NOT be available during the event. If alcohol is served, security is required.

CONTACT PERSON: _____

ADDRESS: _____ CITY _____ ZIP _____

TELEPHONE: HOME / CELL (_____) _____ - _____ WORK (_____) _____ - _____

EMAIL ADDRESS: _____

The Lessee agrees to personally accept responsibility for any damages done to the grounds, facility, or equipment by persons in his/her group during the reserved time and to maintain order and control over person(s) in their group. Failure to comply with all the terms of these regulations or violation of any federal, state or municipal law, ordinance or regulations in conjunction with the use of the grounds, facility, or equipment will result in immediate cancellation of the privilege of using the same and will be grounds for future denial of similar reservations.

INDIVIDUAL GUARANTEE

As consideration for the City of Diamondhead permitting use of the grounds, facility, and equipment the undersigned, in his/her individual capacity, does hereby personally guarantee and accept responsibility for any damages done to the grounds, facility, or equipment by persons in the group during the reserved time and to maintain order and control over said persons.

I hereby agree that I have read, understand and agree to all the Rules for Use of the Activity Center and Grounds of City Hall, which are attached to this rental application.

Name of Lessee (Print): _____ Title: _____

Signature of Lessee: _____ Date: _____

Signature of Guarantor: _____ Date: _____

**RULES FOR USE
ACTIVITY CENTER AND GROUNDS OF CITY HALL**

City of Diamondhead
ATTN: City Manager
5000 Diamondhead, Mississippi 39525

GENERAL:

1. To rent the City Hall Activity Center and/or Grounds, please contact the City Manager or his designee.
2. Regularly scheduled activities of the City of Diamondhead are not cancelled in order to provide room for rental. The Activity Center is open for rental only when it is not used for City-related events or business.
3. Violation of the rules and regulations pertaining to the use of the Activity Center and Grounds may result in immediate termination of the event and future facility use request may be denied.
4. **SMOKING IS NOT ALLOWED IN THE FACILITY.** Outside areas must remain free of trash, cigarette butts, etc.
5. A certificate of insurance shall be required when renting the Activity Center and Grounds.

HOURS:

1. The Activity Center may be used from 6:00am to 11:00pm. Thus, no one is allowed to enter before 6:00am and everyone must be out of the building by 11:00pm. Set up and clean up for an event must be done during these hours. Any deviation from this time must be approved by the City Manager or his designee.
2. Set up, start and closing times for the event will be enforced. If your time frame changes, it must be brought to the attention of the City Manager or his designee in advance.

OCCUPANCY LOAD:

1. Fifty-four (54) people are allowed in the Activity Center when tables and chairs are used by occupants.
2. Eighty (80) people are allowed for theatre-style seating when no tables are used.
3. If a group, organization or individual does not comply with occupancy load policy, the function will be **shut down** by security due to safety concerns. Additionally, violations may jeopardize future rentals.

DECORATIONS:

1. Decorating is to be done during the time reserved by the Lessee. Any exception must be approved by the City Manager or his designee, and this shall be recorded on the contract request.
2. The City Manager or his designee must approve decorating plans and materials.
3. Confetti and glitter are NOT allowed in the Activity Center or on the grounds.
4. Can glitter spray and silly string are NOT allowed in the Activity Center or on the grounds.
5. Smoke machines and fog machines are NOT allowed in the Activity Center. It can be used outside on the grounds.

6. Use of candles are not allowed inside the Activity Center. Nails, push pins, thumb tacks and tape are prohibited on the walls of the Activity Center.
7. Fireworks and Pyrotechnics ARE NOT ALLOWED in or outside the Activity Center or on the grounds of City Hall.
8. Rice may not be used for wedding receptions or any other type functions. (BIRD SEED MAY BE USED OUTSIDE ONLY).

SECURITY:

1. The Captain of the Diamondhead Police Department will determine the number of security officers required for your event.
2. If security is required, this fee is added to the rental agreement and paid to the City of Diamondhead prior to the event as part of the rental agreement.
3. If alcohol is served, security is required.
4. The hourly rate per officer is \$35 (4-hour minimum required).
5. Failure to arrange for security will be grounds for cancellation of the contract.

KEYS:

1. The Lessee may pick up keys to the Activity Center the day before the scheduled event.
2. Keys must be returned no later than the next business day after the scheduled event.

BATHROOMS:

1. There are two (2) unisex bathrooms available for use in the Activity Center. Paper towels, hand soap and toilet paper are provided.
2. Depending on the type of event, additional port-o-lets may be required at the expense of the Lessee.

USE OF KITCHEN:

1. The kitchen is NOT available for use.

CLEANING REQUIREMENTS AFTER USE:

1. Cleaning is required immediately after the event.
2. Cleaning tools and supplies are provided in the maintenance closet in the hallway.
3. Wipe all tables and chairs which were utilized.
4. Sweep and mop entire facility, including the bathrooms and hallway.
5. Clean all appliances (coffee pot(s) and counter tops in the Activity Center.
6. Clean all bathroom facilities; pick-up trash, sweep and mop. Clean sinks, toilets and mirrors.
7. Empty all trash cans and bring trash bags to the dumpster at City Hall.
8. Sweep and pick-up trash from front entrance of Activity Center. Also, if any trash is left on the grounds outside of the facility, it must be picked-up and placed in a trash receptacle. This includes the parking areas.
9. Failure to comply with the cleaning requirements may result in clean up being completed with city labor and associated costs will be assessed to Lessee and/or Guarantor.
10. Failure to clean as required may result in denial of future use of the facilities.

TABLES AND CHAIRS

1. Nine (9) standard 5' round tables with fifty-four (54) chairs are provided as the normal set up for the facility (6 chairs at each table).
2. The Lessee will return table and chairs to the normal set up after use.

3. Tables and chairs can be removed from the Activity Center and put in the storage closet if these are not needed during use of the facility.

EQUIPMENT AVAILABLE FOR USE:

- | | |
|-------------------------|-----------------------------|
| 5 ft. round tables - 25 | 6 ft. rectangle tables - 10 |
| Chairs - 100 | Tea maker - 2 |
| Coffee maker - 2 | Garbage cans - 2 |
| Sink - 1 | Podium - 1 |

RENTAL FEE SCHEDULE:

- | | |
|----------------------------|----------|
| 1. Standard Rental Fee | \$150.00 |
| 2. Governmental Rental Fee | \$ 0.00 |

SUPPLEMENTAL EXPENSES:

1. In the event that additional services or costs are incurred by the City of Diamondhead, these expenses are required to be paid by the Lessee and/or Guarantor.
2. Some supplemental expenses include, but are not limited to, the following:
 - a. Security \$35 per hour per officer (4 hour minimum required)
 - b. Clean up of grounds during or after an event.
 - c. Professional cleaning of Activity Center.
 - d. Assistance during event with garbage cans or other needs.
 - e. Utilities (i.e. water and electricity)
3. The cost for any supplemental services will be determined by the City Manager, or his designee, and must be paid by the Lessee and/or Guarantor prior to the event.

City of Diamondhead, MS
Request for Council Action

TO: City Council / City Manager / City Clerk

FROM: John Cumberland - Councilman Ward 3

DATE: 12/12/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to nominate Councilman Shane Finley as mayor pro tempore.

REQUIRED SIGNATURE

REQUESTED BY:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

Agenda Item #2023__

City of Diamondhead, MS
Request for Council Action

TO: City Council / City Manager / City Clerk

FROM: John Cumberland - Councilman Ward 3

DATE: 12/12/2023

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to have AGJ provide City of Diamondhead Councilmembers copies of all emails sent from Mayor Nancy Depreo to engineers working under a master services agreement with the City of Diamondhead and emails sent from Mayor Nancy Depreo to the City of Diamondhead's City Manager dating from June 1, 2022 to Present.

REQUIRED SIGNATURE

REQUESTED BY:

John J. Cumberland

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:



TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: December 14, 2023

SUBJECT: Recommendation from Planning Commission re: Landscape Culvert Moratorium

As requested by the Council, staff directed Covington Engineering to determine if the moratorium on landscape culverts was still needed, and if not, to develop a policy for permitting and inspecting the installation. The finished product is a document which will be attached to every landscape culvert permit. It provides design, material, and construction requirements, as well as the responsibilities of the permit holder.

The significant improvements to the policy are:

- The design shall be prepared and sealed by a licensed Mississippi engineer.
- Design must be approved by the City Engineer.
- Inspection performed by the City Engineer.

To cover the additional cost to the city, we recommend adding a permit fee of \$300 for landscape culverts. This does not change the permitting for driveway culverts. The changes were advertised, posted on the website and a public hearing was held. There was one comment from the public hearing.

At its meeting on December 12, 2023, the Planning Commission voted 5-0 to recommend rescinding the moratorium, approving the policy and permit fee.

Agreement

The following regulations shall be applicable to all persons wishing to construct and/or install landscape culverts within or upon any public drainage ditch located within the City of Diamondhead:

Prior to performing any work related to the public drainage, the property owner or designee shall file the appropriate application.

The installation of culverts shall be the responsibility of the property owner. All installations must be made in accordance with these regulations and upon completion, the property owner shall notify the City for a final inspection. Should the installation not meet the specifications, the City may:

Require the owner to remove and reset culverts/inlets to specifications approved by the City; or

Remove the culverts/inlets from the ditch and restore to uniform side slopes with permanent erosion protection.

When it has been determined by the City Manager or his representative that the installation of any culverts would be detrimental to the public drainage, it shall be unlawful for the City to issue a permit to the applicant. Notice of rejection and reasons for that rejection will be provided to the applicant.

If granted a permit to install a culvert, the property owner has the option to either self-install or have a private contractor install the culvert. However, procedures for completion and inspections shall be followed.

In the event an installed landscape culvert impedes the public drainage or requires repetitive maintenance by the City, the City reserves the right to remove the landscape culvert and restore the public drainage to an open ditch.

The permit fee includes the cost to complete the final inspection. Re-inspection fees will be required for each additional inspection.

Design Requirements

Stormwater calculations shall be prepared based on the 25-year design event to determine the drainage area, resulting stormwater flow at the outlet of the landscape culvert, and size of the landscape culvert. A grading plan showing existing elevations, proposed pipe invert elevations, top elevations and spacing of proposed inlets. This shall be prepared and sealed by a licensed Mississippi engineer.

The property owner will be responsible for maintaining the functionality of the culvert. If the City must perform any work on the culvert to maintain functionality, the property owner will be responsible for all costs incurred.

If at any time the culvert(s) become damaged and prevent positive flow of stormwater, the City may remove and dispose of the culverts at the expense of the property owner, or the property owner may correct the problem at his own expense. Should the City remove the culverts due to damage or deterioration, the City will regrade the ditch within the public right-of-way to conform to a trapezoidal channel shape to promote positive drainage. It shall be the responsibility of the property owner to install and/or replace sod in the open ditch.

Material Requirements

Landscape culverts shall be one of the following materials:

- Reinforced Concrete Pipe ASTM C-76 Class III;
- ¹High Density Polyethylene (HDPE) conforming to the requirements of AASHTO M 294, Type S;
- ¹Poly Vinyl Chloride (PVC) conforming to the requirements of AASHTO Designation M 304.

¹Pipes shall be installed with a minimum cover of 1’.

All joints shall be wrapped in accordance with the “Storm Drain Pipe Wrap” detail.

See detail sheets for concrete requirements.

The following items shall be furnished prior to scheduling the final inspection:

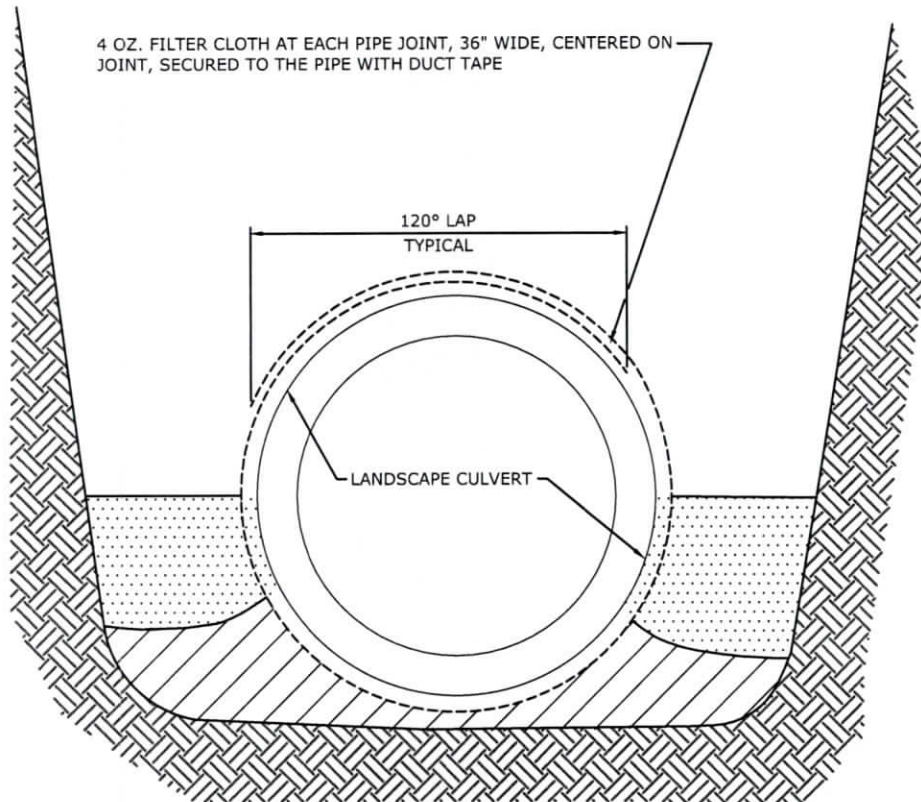
- Delivery tickets for batched concrete;
- Invoice/receipt showing the type of culvert material purchased;
- If used, Invoice/receipt showing the prepackaged concrete mix purchased.



Construction Requirements

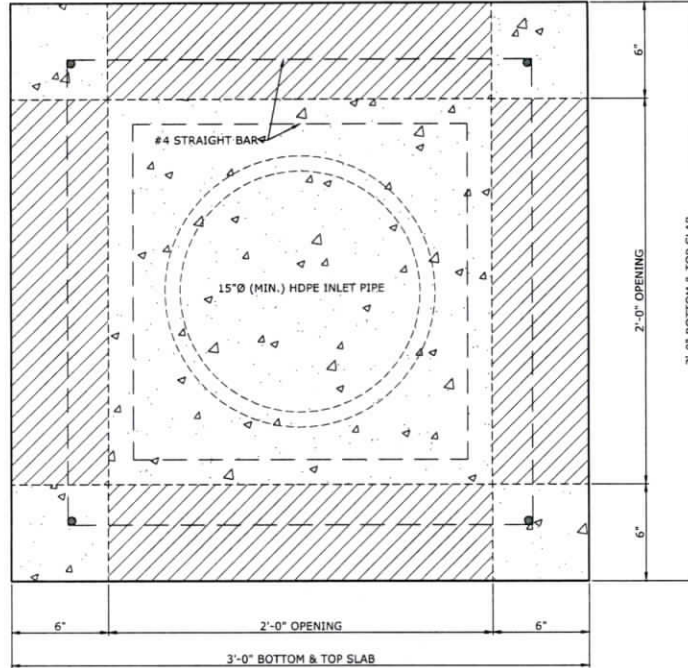
Within ninety (90) days after beginning work, all construction shall be completed.

Culvert joints may not be covered until inspected by the City.

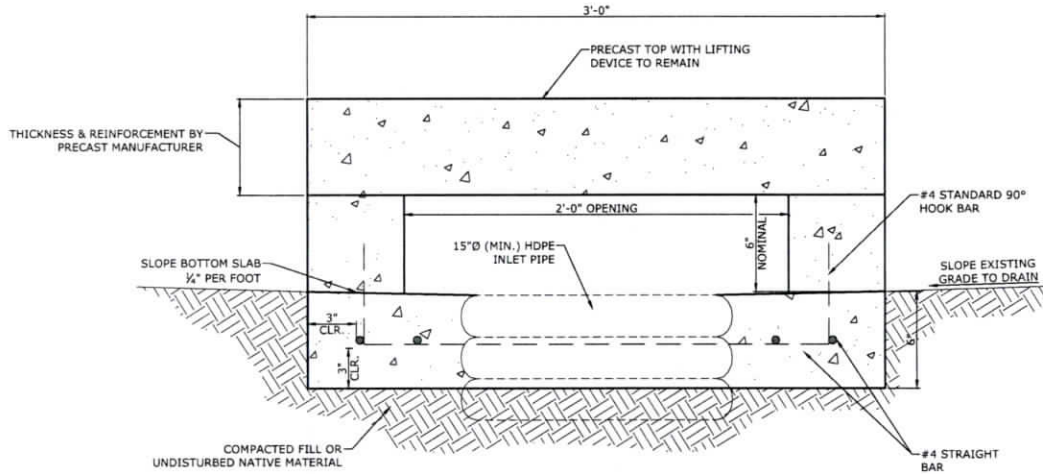
Construction shall be performed in a manner to ensure positive surface drainage, effectiveness of backfill compaction, functionality of the culvert and quality of workmanship performed. If these items are deemed inadequate by the City, the work will be subject to rejection.



<p>PREPARED BY:</p>  <p>2300 14TH STREET GULFPORT, MISSISSIPPI 39501 Office: (228)396-0486</p>	<p>PREPARED FOR: CITY OF DIAMONDHEAD</p> <p>FIGURE TITLE: STORM DRAIN PIPE WRAP</p> <p>NORTH ARROW</p> 	<p>DRAWN BY: TP</p> <p>DATE DRAWN:</p> <p>JOB NUMBER: 16175</p> <p>SCALE: NTS</p> <p>FIGURE NUMBER: CCE-229</p>
<p>CITY OF DIAMONDHEAD STAND Page 200 INSTRUCTION DETAILS</p>		



PLAN



SECTION

REINFORCED CONCRETE NOTES:
 CONCRETE MIXTURE SELECTED SHALL BE SUITABLE FOR A COMPRESSIVE STRENGTH OF 3,500 PSI.
 COARSE AGGREGATE SHALL BE SIZE 57 OR 67.
 THE MAXIMUM WATER/CEMENTITIOUS RATIO SHALL BE 0.50.
 THE MAXIMUM PERMITTED SLUMP SHALL BE 4 - 8 INCHES.
 THE NOMINAL AIR CONTENT SHALL BE 4.5% ± 1.5%.
 STEEL REINFORCEMENT SHALL BE ASTM A615 GRADE 40 (MIN).
 A PREPACKAGED PRODUCT SATISFYING THE REQUIREMENTS OF ASTM C928 IS ACCEPTABLE.

PREPARED BY:



2300 14TH STREET
 GULFPORT, MISSISSIPPI 39501
 Office: (228)396-0486

PREPARED FOR:

CITY OF DIAMONDHEAD

FIGURE TITLE:

CONCRETE OPEN TOP INLET
 TYPE A

NORTH ARROW



DRAWN BY:

TP

DATE DRAWN:

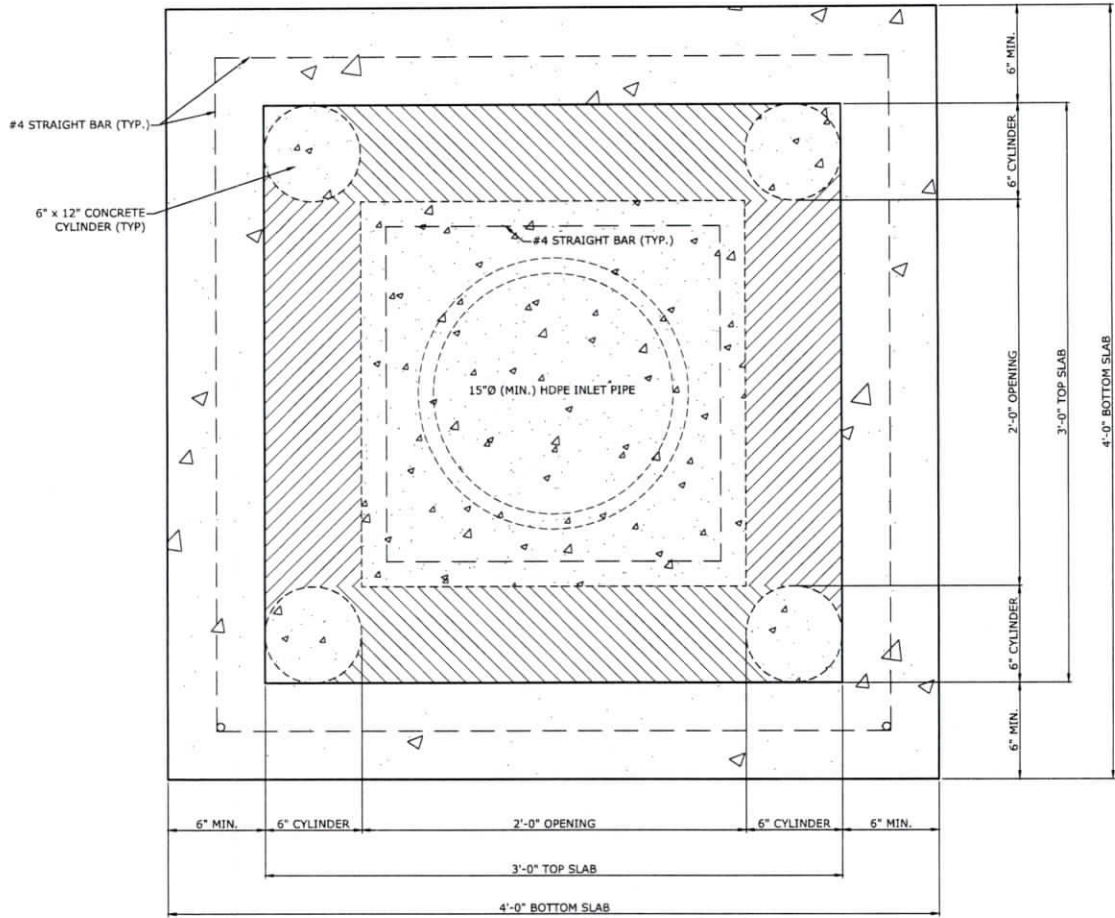
JOB NUMBER:
 16175

SCALE:

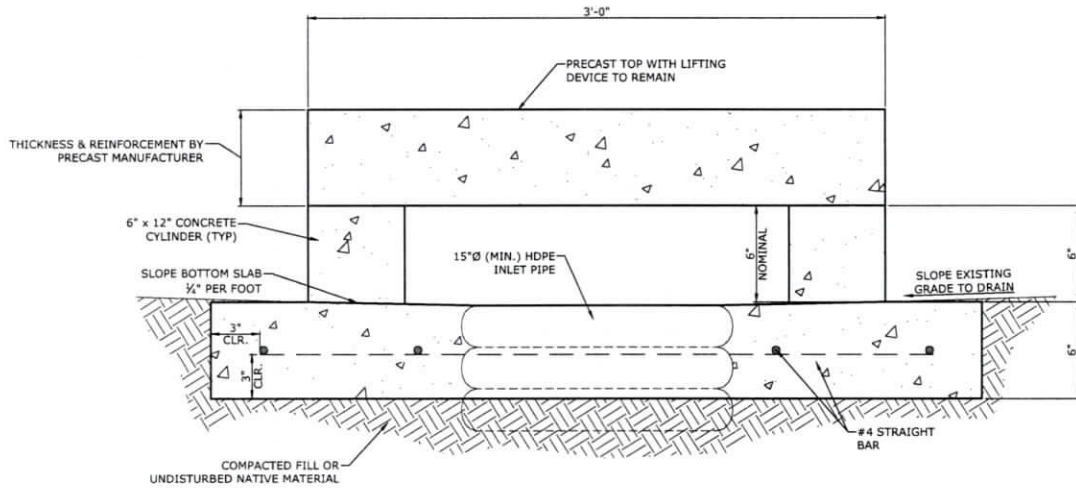
NTS

FIGURE NUMBER:

CCE-238 A



PLAN



SECTION

REINFORCED CONCRETE NOTES:
 CONCRETE MIXTURE SELECTED SHALL BE SUITABLE FOR A COMPRESSIVE STRENGTH OF 3,500 PSI.
 COARSE AGGREGATE SHALL BE SIZE 57 OR 67.
 THE MAXIMUM WATER/CEMENTITIOUS RATIO SHALL BE 0.50.
 THE MAXIMUM PERMITTED SLUMP SHALL BE 4 - 8 INCHES.
 THE NOMINAL AIR CONTENT SHALL BE 4.5% ± 1.5%.
 STEEL REINFORCEMENT SHALL BE ASTM A615 GRADE 40 (MIN).
 A PREPACKAGED PRODUCT SATISFYING THE REQUIREMENTS OF ASTM C928 IS ACCEPTABLE.

PREPARED BY:



2300 14TH STREET
 GULFPORT, MISSISSIPPI 39501
 Office: (228)396-0486

PREPARED FOR:

CITY OF DIAMONDHEAD

FIGURE TITLE:

CONCRETE OPEN TOP INLET
 TYPE B

NORTH ARROW



DRAWN BY:

TP

DATE DRAWN:

JOB NUMBER:

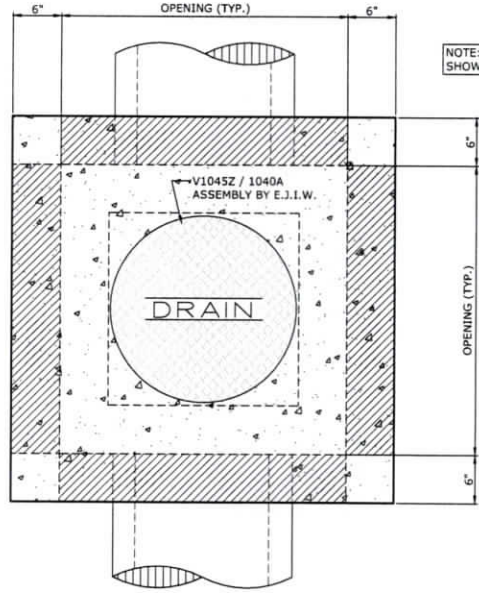
16175

SCALE:

NTS

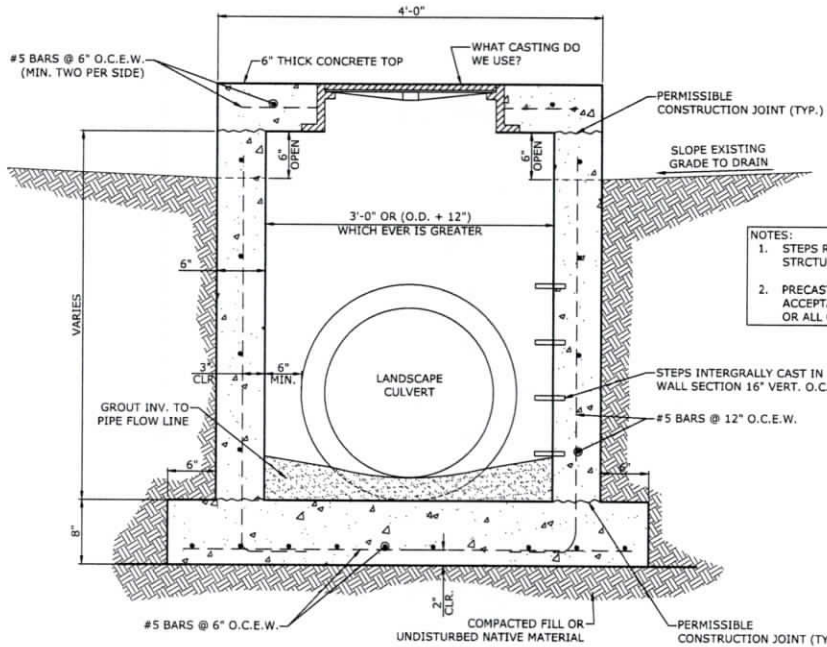
FIGURE NUMBER:

CCE-238 B



NOTE: BOTTOM SLAB NOT SHOWN FOR CLARITY.

PLAN



NOTES:
 1. STEPS REQ'D IN ALL DRAINAGE STRUCTURES OVER 4'-0" IN DEPTH.
 2. PRECAST CONCRETE IS AN ACCEPTABLE SUBSTITUTION TO ANY OR ALL CAST-IN-PLACE SHOWN.

REINFORCED CONCRETE NOTES:
 CONCRETE MIXTURE SELECTED SHALL BE SUITABLE FOR A COMPRESSIVE STRENGTH OF 3,500 PSI.
 COARSE AGGREGATE SHALL BE SIZE 57 OR 67.
 THE MAXIMUM WATER/CEMENTITIOUS RATIO SHALL BE 0.50.
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 STEEL REINFORCEMENT SHALL BE ASTM A615 GRADE 40 (MIN).
 A PREPACKAGED PRODUCT SATISFYING THE REQUIREMENTS OF ASTM C928 IS ACCEPTABLE.

SECTION

PREPARED BY:



2300 14TH STREET
 GULFPORT, MISSISSIPPI 39501
 Office: (228)396-0486

PREPARED FOR:

CITY OF DIAMONDHEAD

FIGURE TITLE:

CONCRETE JUNCTION BOX W/
 OPEN TOP INLET

NORTH ARROW



DRAWN BY:

TP

DATE DRAWN:

JOB NUMBER:

16175

SCALE:

NTS

FIGURE NUMBER:

CCE-239



City of Diamondhead, MS

Docket of Claims Register -

Item No.30.

APPKT02101 - 12.19.23 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT231310	Airgas Inc	12/19/2023	5503945489	ACETYLENE & OXYGEN RENTAL	001-301-640.00	Rentals	93.31
DKT231311	Amazon com LLC	12/19/2023	1K6D-61YP-QKFJ	CHRISTMAS CELEBRATION SUPPLIES & POLICE SUPPLIES	001-301-501.00	Supplies	166.26
					001-301-501.00	Supplies	249.42
			1KYH-NDRL-RYH6		001-140-650.00	Promotions	15.79
					001-140-650.00	Promotions	5.99
					001-200-501.00	Supplies	6.69
					001-200-917.00	Capital Outlay - Mobile Equipment	54.96
					001-140-650.00	Promotions	78.99
					001-110-501.00	Supplies	25.64
					001-140-510.00	Cleaning & Janitorial	5.12
					001-140-510.00	Cleaning & Janitorial	166.29
					001-200-570.00	Repairs & Maintenance - Vehicle	51.89
					001-200-570.00	Repairs & Maintenance - Vehicle	99.59
					001-200-570.00	Repairs & Maintenance - Vehicle	26.89
			1W6L-Q3R4-YM7F		001-301-501.00	Supplies	25.99
					001-301-501.00	Supplies	23.99
					001-301-501.00	Supplies	136.99
					001-200-570.00	Repairs & Maintenance - Vehicle	40.89

Docket of Claims Register - Council

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231312	B&J PITT STOP LLC						124.45
	12/19/2023	11-0195491	UNIT 850 OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	52.00	
		11-0195572	UNIT 684 OIL CHANGE	001-200-635.00	Professional Fees - R&M Outside Services	72.45	
DKT231313	BEAU KING						75.70
	12/19/2023	12/5/23	BOAM MEAL REIMBURSEMENT	001-280-615.00	Travel & Training	75.70	
DKT231314	BOTTOM 2 TOP CONSTRUCTION LLC						504,105.50
	12/19/2023	307 - 3	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-912.00	Capital Outlay - Streets & Drainage-Commercial Dis	370,831.88	
		MAKIKI - 1	MAKIKI DRAINAGE IMPROVEMENTS	001-301-912.00	Capital Outlay - Streets/Drainage	86,992.50	
		MAKIKI - 2		001-301-912.00	Capital Outlay - Streets/Drainage	46,281.12	
DKT231315	Coast Electric Power Association						392.67
	12/19/2023	11/25/23-021	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	47.41	
		11/25/23-022		001-301-630.00	Utilities - Streetlights & Other	138.64	
		11/25/23-023		001-301-630.00	Utilities - Streetlights & Other	53.00	
		11/25/23-024		001-301-630.00	Utilities - Streetlights & Other	53.00	
		11/25/23-025		001-301-630.00	Utilities - Streetlights & Other	47.62	
		11/25/23-027		001-301-630.00	Utilities - Streetlights & Other	53.00	
DKT231316	Covington Civil and Environmental LLC						40,690.00
	12/19/2023	16175.08-88	KALEKI WAY DRAINAGE	190-000-602.00	Professional Fees - Engineering	8,500.00	
				192-000-602.00	Prof Fees-Engineering-ARPA Match STATE of MS	8,500.00	
		16175.08-89	BANK STABILIZATION PROJECT	191-000-602.00	Professional Fees - Engineering	12,000.00	
		16175.08-90	STANDARD SPECIFICATIONS AND DRAWINGS	001-301-602.00	Professional Fees - Engineering	2,640.00	
		16175.08-91	TURNBERRY DRAINAGE - 608	190-000-602.00	Professional Fees - Engineering	3,025.00	
				192-000-602.00	Prof Fees-Engineering-ARPA Match STATE of MS	3,025.00	
	16422.08-23	CITY ENGINEERING SERVICES - NOVEMBER 2023	001-301-602.00	Professional Fees - Engineering	3,000.00		
DKT231317	Cspire Internet Service						643.99
	12/19/2023	12/1/23	INTERNET & PHONE RENTAL FOR THE MONTH OF NOVEMBER	001 140 612.00	Internet	208.99	
			001-140-643.00	Rent - Phone System	435.00		

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount			
							Line Amount			
DKT231318	Diamondhead True Value	12/19/2023	B3105	INSECT AND ANT KILLER	001-301-501.00	Supplies	424.74			
			B3122	SLEDGE HAMMER	001-301-501.00	Supplies	52.95			
			B3157	PROPANE FILL UP	001-301-501.00	Supplies	89.99			
			B3208	MTL DISC	001-301-501.00	Supplies	16.99			
			B3539	MASON LINE	001-301-501.00	Supplies	29.94			
			B3590	DMADS1400	001-301-571.00	Repairs & Maintenance - Equipment	10.00			
			B3593	COUPLING, TAPE, CONNECTOR	001-301-571.00	Repairs & Maintenance - Equipment	89.99			
			B3680	FUEL LINE HOSE	001-301-570.00	Repairs & Maintenance - Vehicle	17.55			
			B4051	CABLE TIES	001-301-501.00	Supplies	9.23			
			B4349	SINGLE KEY AND COMBO ENTRY SET	001-301-501.00	Supplies	10.99			
			B4509	SIGN SUPPLIES	001-301-501.00	Supplies	51.19			
			B4614	SS CLAMP	001-301-570.00	Repairs & Maintenance - Vehicle	33.96			
										11.96
			DKT231319	Diaz Brothers Printing	12/19/2023	6774	VEHICLE DECALS	001-301-501.00	Supplies	390.00
DKT231320	Digital Engineering and Imaging Inc	12/19/2023	730-1001.007-10	BOND PAVING PROJECT	302-301-602.00	Professional Fees - Engineering	49,520.00			
			730-1001-41	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	48,360.00			
							1,160.00			
DKT231321	FirstPoint Inc	12/19/2023	20559	FINGERPRINT BACKGROUND CHECK	001-301-698.00	Misc. Services - Drug Testing & Other	20.00			
DKT231322	Fuelman	12/19/2023	NP65563785	FOR THE WEEK ENDING 12.3.23	001-200-525.00	Fuel	1,707.31			
					001-280-525.00	Fuel	806.28			
			NP65596304	FOR THE WEEK ENDING 12.10.23	001-200-525.00	Fuel	26.29			
					001-280-525.00	Fuel	842.29			
						32.45				
DKT231323	George Blair Attorney	12/19/2023	NOVEMBER2023	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00			
DKT231324	GULF COPY SYSTEMS LLC	12/19/2023	3628	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance	290.43			
					001-110-506.00	Copier Usage/Maintenance	21.24			
					001-140-506.00	Copier Usage/Maintenance	75.36			
					001-140-506.00	Copier Usage/Maintenance	22.62			
					001-200-506.00	Copier Usage/Maintenance	123.60			
					001-200-506.00	Copier Usage/Maintenance	6.89			
					001-200-506.00	Copier Usage/Maintenance	33.68			
					001-301-506.00	Copier Usage/Maintenance	1.52			
						5.52				

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount				
							Line Amount				
DKT231325	Hancock County Sheriffs Office	12/19/2023	2023-DH-011H	INMATE HOUSING FOR NOVEMBER 2023	001-200-689.00	Prisoner's Expense	36,701.76				
							160.00				
							2023-DH-02	MONTHLY LE PHONE SERVICES	001-200-632.00	Telephone - Cell Service	452.51
							2023-DHLE-004	INTERLOCAL AGREEMENT FOR WEEK ENDING 11.18.23	001-653-650.00	Promotions	1,108.10
							001-110-681.00	Other Services & Charges	39.60		
							001-200-690.00	Interlocal Agreement	34,695.55		
				001-200-612.00	Internet	246.00					
DKT231326	Hancock County Solid Waste	12/19/2023	1262	NOVEMBER RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges	63,390.72 63,390.72				
DKT231327	Huey P Stockstill LLC	12/19/2023	6	ROADWAY IMPROVEMENTS PHASE 4	001-301-912.01	Capital Outlay - Paving	27,909.37 27,909.37				
DKT231328	Independent Elevator Inspections LLC	12/19/2023	4789	ANNUAL ELEVATOR INSPECTION	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	204.75 204.75				
DKT231329	James J Chiniche PA Inc	12/19/2023	17-057-0196	COON BRANCH DRAINAGE IMPROVEMENTS	162-000-602.00	Prof Fees Engineering- GOMESA FY22 Coon Branch	14,816.50				
							9,026.00				
							17-057-0197	GIS MAINTENANCE	001-301-602.00	Professional Fees - Engineering	517.50
							17-057-0198	DRAINAGE POND REMEDIATION PROJECT	001-301-602.00	Professional Fees - Engineering	2,253.00
	17-057-0199	CANAL DREDGIN IMPROVEMENTS PROJECT	001-301-602.00	Professional Fees - Engineering	3,020.00						
DKT231330	JIMMIE BOURGEOIS	12/19/2023	12/11/23	CASH BOND REFUND	650-110-110.00	Court Bond Holding	500.00 500.00				
DKT231331	KIRK DAVID LADNER	12/19/2023	12/8/23	CASH BOND REFUND	650-110-110.00	Court Bond Holding	1,000.00 1,000.00				
DKT231332	KRYSTAL GUERRERO	12/19/2023	2023	BALLOON ARTIST SERVICES	001-140-650.00	Promotions	300.00 300.00				
DKT231333	Lawrence Printing Company	12/19/2023	79491	UNIFORM TRAFFIC TICKETS	001-110-621.00	Printing & Binding	446.64 446.64				
DKT231334	LEO J RIDGE III	12/19/2023	571502	CHRISTMAS PHOTO BOOTH	001-140-650.00	Promotions	725.00 725.00				

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount			
DKT231335	Lowe's Home Improvement	12/19/2023	903438-MDHSWN	OUTDOOR CHRISTMAS LIGHTS	001-301-501.00	Supplies		233.86			
							001-140-650.00	Promotions	76.52		
							001-301-501.00	Supplies	4.74		
							001-301-501.00	Supplies	115.23		
			973230-MECKUN								
			975727-MEGJHE					37.37			
DKT231336	Mid South Uniform and Supply	12/19/2023	644833	POLICE DEPARTMENT PATCHES	001-200-535.00	Uniforms	170.00	170.00			
DKT231337	Moran Hauling Inc	12/19/2023	NOMA - 3	NOMA DRIVE IMPROVEMENTS	163 653 912.00	Capital Outlay- Streets & Drainage	251,827.20	251,827.20			
DKT231338	MS Department of Public Safety	12/19/2023	NOVEMBER2023	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	282.00	282.00			
DKT231339	MS Law Research Institute	12/19/2023	6276	AFFIDAVIT HANDBOOK	001-110-501.00	Supplies	40.00	40.00			
DKT231340	Napa of Bay St Louis	12/19/2023	366891	SHOP SUPPLIES, LIFE GAL, MOTOR TUNE UP, CARBCHOKE	001-301-571.00	Repairs & Maintenance - Equipment		812.55			
							366895	FA227 BATTERY	001-301-571.00	Repairs & Maintenance - Equipment	145.17
							367669	FA#175 & FA#177 RADIATOR	001-301-570.00	Repairs & Maintenance - Vehicle	158.68
									001-301-570.00	Repairs & Maintenance - Vehicle	102.64
							367702	ADAPTER STARTER FLUID	001-301-570.00	Repairs & Maintenance - Vehicle	102.65
							367703	FA#175 & FA#177 RADIATOR	001-301-570.00	Repairs & Maintenance - Vehicle	30.45
									001-301-570.00	Repairs & Maintenance - Vehicle	102.64
									001-301-570.00	Repairs & Maintenance - Vehicle	102.65
	367854	TRANSMISSION DISC	001-301-570.00	Repairs & Maintenance - Vehicle	14.61						
	367960	OIL DRY, COOLANT, WIPERS	001-301-570.00	Repairs & Maintenance - Vehicle	53.06						
DKT231341	PREMIER AUTOMOTIVE F OF MS LLC	12/19/2023	13394	UNIT #032 REPAIRS	001-200-635.00	Professional Fees - R&M Outside Services	160.99	160.99			
DKT231342	SHEILA AUCOIN	12/19/2023	12/7/23	CASH BOND REFUND	650-110-110.00	Court Bond Holding	500.00	500.00			
DKT231343	State Treasurer	12/19/2023	NOVEMBER 2023	COURT ASSESSMENT/FINE FOR NOVEMBER	650-110-131.00	State Assessments Payable		2,716.25			
							650-110-131.01	Court Bond Fees Payable	2,705.95		
							10.30				
DKT231344	Timothy A Kellar Chancery Clerk	12/19/2023	12/1/23	TAX SALE REDEMPTIONS FOR NOVEMBER	001-140-694.00	Collection Fees	480.00	480.00			

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231345	TransUnion Risk and Alternative Data Solutions Inc	12/19/2023	5859551-202311-1	TLOxp FOR NOVEMBER	001-110-681.00	Other Services & Charges	75.00	150.00
			6177932-202311-1		001-200-681.00	Other Services & Charges	75.00	
DKT231346	UMB Card Services	12/19/2023	33453	NATCHEZ GRAND HOTEL - BEAU	001-280-615.00	Travel & Training	500.00	515.99
			INV229678892	MONTHLY CHARGES FOR ZOOM	001-140-623.00	Membership Dues/Fees	15.99	
DKT231347	UniFirst Corporation	12/19/2023	1530113542	UNIFORM RENTAL FOR THE WEEK	001-301-535.00	Uniforms	148.29	296.58
				ENDING 12/4/23				
			1530114931	UNIFORM RENTAL FOR THE WEEK	001-301-535.00	Uniforms	148.29	
				ENDING 12/11/23				
DKT231348	WageWorks	12/19/2023	1123-DR42799	COBRA PAYMENT FOR	001-140-625.00	Insurance	100.00	100.00
Total Claims: 39							Total Payment Amount:	1,004,939.64



City of Diamondhead, MS

Docket of Claims Register **Council**

Item No.31.

APPKT02100 - November 2023 Payroll Payables

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231300	Morgan White Group						1,753.58
	11/01/2023	INV0005818	Morgan White	650-140-112.01	Morgan White Payable	876.82	
	11/15/2023	INV0005844		650-140-112.01	Morgan White Payable	876.76	
DKT231301	MS Department of Human Services						1,254.54
	11/01/2023	INV0005813	620583243	650-140-106.00	Garnishment Withheld	418.18	
	11/15/2023	INV0005839		650-140-106.00	Garnishment Withheld	418.18	
	11/29/2023	INV0005852		650-140-106.00	Garnishment Withheld	418.18	
DKT231302	American Fidelity						704.74
	11/01/2023	INV0005799	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85	
		INV0005800	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52	
		INV0005801	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	90.65	
		INV0005802	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	38.63	
		INV0005803	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	179.67	
	11/15/2023	INV0005825	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85	
		INV0005826	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52	
		INV0005827	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	21.00	
		INV0005828	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	38.63	
		INV0005829	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	179.67	
				650-140-113.04	American Fidelity Withheld	49.75	
DKT231303	Blue Cross Blue Shield of MS						13,606.68
	11/01/2023	INV0005817	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	6,829.13	
	11/15/2023	INV0005843		650-140-112.00	BCBS Withheld/Payable	-51.36	
			650-140-112.00	BCBS Withheld/Payable	6,828.91		

Docket of Claims Register - Council

APPKT02100 - November 2023

Item No.31.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount			
							Line Amount			
DKT231304	Colonial Life	11/01/2023	INV0005804	EE PREMIUM	650-140-113.00	Colonial Withheld	61.08			
			INV0005805	Critical Illness	650-140-113.00	Colonial Withheld	9.12			
			INV0005806	EE Premium	650-140-113.00	Colonial Withheld	18.17			
			INV0005807	EE PREMIUM	650-140-113.00	Colonial Withheld	24.60			
			INV0005808		650-140-113.00	Colonial Withheld	32.80			
			INV0005809		650-140-113.00	Colonial Withheld	32.78			
			11/15/2023	INV0005830		650-140-113.00	Colonial Withheld	61.08		
				INV0005831	Critical Illness	650-140-113.00	Colonial Withheld	9.12		
				INV0005832	EE Premium	650-140-113.00	Colonial Withheld	18.17		
				INV0005833	EE PREMIUM	650-140-113.00	Colonial Withheld	24.60		
				INV0005834		650-140-113.00	Colonial Withheld	32.80		
				INV0005835		650-140-113.00	Colonial Withheld	32.78		
				<hr/>						
				DKT231305	Guardian	11/01/2023	INV0005811	ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable
			INV0005812				ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	5.30
INV0005814	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable				385.34			
INV0005815	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable				121.67			
11/15/2023	INV0005816	EE PREMIUM	650-140-113.01				Guardian Withheld/Payable	88.39		
	INV0005837	ER Life Ins Over 65	650-140-113.01				Guardian Withheld/Payable	3.43		
	INV0005838	ER Guardian Life Over 70	650-140-113.01				Guardian Withheld/Payable	7.93		
	INV0005840	EE PREMIUM	650-140-113.01				Guardian Withheld/Payable	385.22		
	INV0005841	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01				Guardian Withheld/Payable	121.67		
	INV0005842	EE PREMIUM	650-140-113.01				Guardian Withheld/Payable	88.35		
			650-140-113.01				Guardian Withheld/Payable	-20.06		
<hr/>										
DKT231306	Internal Revenue Service	11/01/2023	INV0005796	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	413.30			
			INV0005797		650-140-122.01	Medicare Withheld/Payable	96.66			
			INV0005798		650-140-123.00	Federal Withholding Tax	154.58			
			INV0005821		650-140-122.00	Social Security Withheld/Payable	5,399.64			
			INV0005822		650-140-122.01	Medicare Withheld/Payable	1,262.80			
			INV0005823		650-140-123.00	Federal Withholding Tax	3,190.76			
			11/15/2023	INV0005847		650-140-122.00	Social Security Withheld/Payable	6,245.18		
				INV0005848		650-140-122.01	Medicare Withheld/Payable	1,460.58		
				INV0005849		650-140-123.00	Federal Withholding Tax	4,067.60		
			11/29/2023	INV0005854		650-140-122.00	Social Security Withheld/Payable	5,603.38		
				INV0005855		650-140-122.01	Medicare Withheld/Payable	1,310.44		
				INV0005856		650-140-123.00	Federal Withholding Tax	3,466.90		

Docket of Claims Register - Council

APPKT02100 - November 2023

Item No.31.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
DKT231307	MS Department of Revenue Payroll							3,772.00
	11/01/2023	INV0005795		Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax		25.00
		INV0005820			650-140-134.00	State Withholding Tax		1,105.00
	11/15/2023	INV0005846			650-140-134.00	State Withholding Tax		1,419.00
	11/29/2023	INV0005853			650-140-134.00	State Withholding Tax		1,223.00
DKT231308	Systematized Benefits and Administrators Inc							13,541.00
	11/01/2023	INV0005810		Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable		4,465.00
	11/15/2023	INV0005836			650-140-110.00	Deferred Compensation Withheld/Payable		4,611.00
	11/29/2023	INV0005851			650-140-110.00	Deferred Compensation Withheld/Payable		4,465.00
DKT231309	Texas Life							143.53
	11/01/2023	INV0005819		Texas Life	650-140-113.05	Texas Life Withheld		71.77
	11/15/2023	INV0005845			650-140-113.05	Texas Life Withheld		71.76
						Total Claims: 10	Total Payment Amount:	68,995.67

PR Net Wages	Payroll Pd	Seq No.	Docket #	Description	Paymt Date	Amount	Agenda
PYPKT1417	10/23-11/05	000181	PRCLAIM01081	Net Wages Payable	11/15/2023	35,260.97	12/19/2023
PYPKT1418	11/06-11/19	000182	PRCLAIM01082	Net Wages Payable	11/29/2023	31,789.70	12/19/2023
PYPKT1419	11/01-11/30	000183	PRCLAIM01083	Net Wages Payable	12/1/2023	2,898.79	12/19/2023

Item No.a

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

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

ORIGIN
 RESOL

		-----PRIORITY-----									
		1	2	3	4	5	6	7	8	9	TOTAL
	ACTIVE										
STATUS	CLOSED	252									252
	VOIDED										
	SUSPENDED										
-----											-----
	TOTALS	252									252

-----SEQUENCES-----		
TASK CODE		COUNT
DOCUMENT		15
INSPECTION		203
REINSPECTION		29
REVIEW		5
TOTAL INCIDENTS		252

*Inspections
 Nov 2023*

12/11/2023 10:51 AM

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

LICENSES: ALL

SORTED BY: LICENSE NUMBER

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

CLASSES: Include: PRIV

STATUS: ACTIVE

CITY LIMITS: INSIDE, OUTSIDE

Item No.a	LIVE
	FIO
	COMMENT:
	PAY STATU

REPORT CODE SUMMARY

CODE	DESCRIPTION	NUMBER	BALAN
PROF-SVC	PROF. SERV.	1	0.0
TOTAL:		1	0.0

Privelege License
NOV - 2023

PROJECTS: THRU ZZZZZZZZZZ

PROJECT TYPE: All

CONTRACTOR Item No.a 1

CONTRACTORS: All

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

EXPIRE
ISSUED

STATUS INCLUDED: All

*** PROJECT TYPE RECAP ***

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	6	2,695.25
B02-ADD - RESIDENTIAL ADDITION	2	0.00
B03-REM - RESIDENTIAL REMODEL	1	0.00
B04-ACC - RESIDENTIAL ACCESSORY	1	0.00
B05-REP - RESIDENTIAL REPAIR	8	0.00
ELEC-RES - RESIDENTIAL ELECTRICAL	5	150.00
FENCE-RES - RESIDENTIAL FENCE	4	39.00
FLAT-RES - RESIDENTIAL FLATWORK	1	0.00
MECH-RES - RESIDENTIAL MECHANICAL	1	0.00
PZ-06 - VARIANCE	1	0.00
TREE - TREE REMOVAL	1	0.00
*** TOTALS ***	31	2,884.25

Projects
Nov. 2023


CODE ENFORCEMENT

Item No.a.

Code Violations Through	November	Total	Closed	Open
Abandoned Vehicles		3	2	1
Abandoned/Dilapidated/Deteriorated House (unoccupied)		1	0	1
Advertising/Solicitation		1	1	0
ATV		0	0	0
Boats		3	3	0
Camper		2	2	0
Cars in Yard		0	0	0
Construction Equipment		0	0	0
Dumpster (commercial)		0	0	0
Dumpster (residential)		0	0	0
Fence		5	4	1
Furniture in Yard		0	0	0
Golf Carts		0	0	0
Graffiti		0	0	0
High Grass (overgrown)/Shrubs		4	0	4
Jet Ski		0	0	0
Lack of Maintenance (structure)		0	0	0
Parking		1	1	0
Permit		4	3	1
POD		0	0	0
Pool		0	0	0
Other		4	1	3
Signs		12	12	0
Slab/Driveway Removal		0	0	0
Trailers		5	5	0
Trash & Rubbish		2	0	2
Trash Cans		1	1	0
Unapproved Structure		4	3	1
Cumulative Totals		52	38	14

Diamondhead Monthly Statistics

November-23

Animal Problem / Complaints	24	Civil Disputes / Escorts / Process	5
Drug Law Violation	0	Complaint / See An Officer	18
Fire Structure / Vehicle	0	Death	1
Fireworks	0	Disturbance	11
Funeral Escort	1	False Alarms- Residential/ Business/ 911	20
Littering/Dumping/Haz-Mat Spill	1	Follow ups/ citizen call requests	1155
Medical Emergency	9	Juvenile Problem	7
Missing/Runaway	0	Lost/Found Item	5
Parking Violation	4	Miscellaneous	15
Prostitution	0	TOTAL MISCELLANEOUS CALLS	1237
Public Drunk	0	Accident – Private Property	1
Shots Fired	2	Accident – Public Roadway	8
Suicide	0	Accident - Hit & Run	1
Suicide / Threat / Attempt	1	Accident - Fatality	0
Suspicious / Person / Vehicle	28	TOTAL ACCIDENTS/COLLISIONS	10
Welfare Concern	11	Assist Motorist	13
TOTAL PUBLIC HEALTH & SAFETY	81	Traffic Stop	191
Animal Bite	1	TOTAL TRAFFIC CALLS	204
Assault By Threat	0		
Assault	0	Total Calls for Service	1566
Child Abuse / Neglect	0	Traffic Citation (Adults)	51
Domestic Violence	1	Traffic Citation (Minors)	6
Harrassment	4	Warrant Arrests	2
Harassing Phone Call	2	Drunk Driver (DUI) Arrests	0
Robbery – Armed	0	Traffic Arrests	0
Sexual Abuse / Molestation	0	Domestic Assault Arrests	0
Stalking	0	Other Arrests	4
TOTAL CRIMES AGAINST PERSON	8	Total Arrests	6
Attempted Burglary	0		
Burglary – Residence	0	Significant Events	
Burglary – Vehicle	7	All vehicle burglaries were solved, 4 arrest made.	
Counterfeit Money	0		
Damage – Property	6		
Embezzlement	0		
Forgery / Bad Check/Fraud	2		
Malicious Mischief	3		
Recovered Stolen Property	0		
Recovered Stolen Vehicle	0		
Shoplifting	1		
Stolen Vehicle	0		
Theft (Grand)	0		
Theft (Petit)	5		
Trespassing	2		
Unauthorized Use / Vehicle	0		
TOTAL PROPERTY CRIME	26		
			
		Darryl Russell	
		Captain	



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

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

DECEMBER 5, 2023

To: DIAMONDHEAD CITY MANAGER

STATS FOR THE MONTH OF NOVEMBER 2023

Total Number of Tickets written: 51
Violation City Animal Ordinance: 4
Leash Law Violations: 0
DUI Arrests: 0

Total fines and fees collected: \$5,935.00.
State portion of the fees collected: \$2,716.25.
Wireless Communication portion collected: \$240.00.
Crime Stopper Fund: \$42.00
Remaining balance the City of Diamondhead receives: \$2,936.75.

Total inmates held and billed for jail housing: 2
(Housing cost rate of \$20 per day per inmate)
2 inmates @ a total of 8 days = \$160.00