



Mayor Depreo
Councilmember Maher At-Large
Councilmember Finley Ward 1
Councilmember Moran Ward 2
Councilmember Sheppard Ward 3
Councilmember Clark Ward 4

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, February 01, 2022
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.

Council Comments.

- a. The next Regular Meeting City Council meeting will be held Tuesday, February 15, 2022 at 6:00 p.m. in Council Chamber at City Hall located at 5000 Diamondhead Circle.
- b. Jason Chiniche - Bayou Drive Kayak Launch Repairs and Improvements
- c. Dog Park Day will be held April 9, 2022 from 11 a.m to 4 p.m. on southside on Airport Drive.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the January 18, 2022 Regular Meeting Minutes.

Ordinances:

Resolutions:

2. **2022-031:** Motion to adopt Resolution 2022-008 thereby acquiring by donation certain real property for drainage and/or green space from Timothy Pelkey.
3. **Motion 2022-042:** Motion to adopt Resolution 2022-009 to adjudicate that the abandoned vehicle located at 542 Lakeview Court (parcel number 132A-2-03-012.000) is in a state of uncleanness or 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 the vehicle from the property.
4. **2022-047:** Motion to adopt Resolution 2022-010 thereby reappointing Bob Armstrong to a 4-year term to represent the City on the Hancock County E-911 Commission.

Consent Agenda:

5. **2022-030:** Motion to renew agreement with Southern Mississippi Planning & Development District 2022 Economic Development and Grant Writing services as needed with an initial fee not to exceed \$6,000.00.
6. **2022-032:** Motion to approve Pay Application No. 2 in the amount of \$33,434.95 to Bottom 2 Top Construction for the Hilo Street Culvert Replacement Project.
7. **2022-033:** Motion to approve the 2022 Memorandum of Agreement with Mississippi Main Street Association and authorize the City Manager to execute same.
8. **2022-034:** Motion to authorize Jason Chiniche of Chiniche Engineering & Surveying to submit permit application Department of Marine Resources for the Bayou Drive Kayak Launch Repair and Improvements Project.
9. **2022-035:** Motion to declare surplus equipment and proceed with proper disposal.
10. **2022-036:** Motion to approve Master Service Agreement Work Assignment with Pickering Firm in the amount of \$24,250 for design, bid and CEI services for Diamondhead Drive East Detention Pond Dredging Project.
11. **2022-037:** Motion to approve Master Service Agreement Work Assignment with Pickering Firm in the amount of \$21,625 for design, bid and CEI services for Lily Pond Dredging Project.
12. **2022-038:** Motion to approve Budget Amendments 2022-14, 2022-15, 2022-16 and 2022.17.
13. **2022-039:** Motion to approve and accept the FY21 Audit Proposal in the amount of \$24,870 from Necaise and Company.
14. **2022-040:** Motion to approve Master Service Agreement Work Assignment with Covington Civil & Environmental in the amount not to exceed \$12,000 for site development plan review as needed.
15. **2022-043:** Motion to authorize the City Manager to begin negotiations for real property (parcel #067N-1-35-047.000) on Crooked Stick and further authorize obtaining the two (2) necessary appraisals for the acquisition process.
16. **2022-044:** Motion to approve Payment Application No. 2 in the amount of \$44,954.42 to Moran Hauling, Inc. for the City Hall Parking Lot Improvement Project.
17. **2022-045:** Motion to authorize \$1,000 unused promotion funds (annual Christmas on the Town Green) to be reallocated for the Annual Dog Park Day scheduled for April 9, 2022.
18. **2022-046:** Motion to approve and establish procedures for Constant Contact Eblast Messaging.

Action Agenda.

19. **2022-041:** Motion to concur with the Planning Commission recommendation to approve David Beckner's application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a pool enclosure (lanai) within 11.3' of the rear property line. The property address is 7433 Turnberry Drive. The tax parcel number is 067N-1-35-010.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the pool enclosure is 8.7'. The case file number is 202100562.

Routine Agenda.

Claims Payable

20. Motion to approve the Docket of Claims (Claims DKT159241-DKT159276) in the amount of \$244,366.22.

Department Reports

- a. December 2021 Police Department Report
December 2021 Code Enforcement Report

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



Mayor Depreo	At	Item No. 1.
Councilmember Maher		
Councilmember Finley		Ward 1
Councilmember Moran		Ward 2
Councilmember Sheppard		Ward 3
Councilmember Clark		Ward 4

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, January 18, 2022
6:00 PM CST
Council Chambers, City Hall
Call to Order.

Mayor Depreo called the meeting to order at 6:07 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 Alan Moran - arrived at 6:11 p.m.

Ward 3 Ricky Sheppard – present via teleconference

ABSENT

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to confirm the agenda order.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

Council Comments.

1. Gulf Regional Planning Commissioner - Kenneth Yarrow, Executive Director
2. Oliver Seabolt with Orion Planning - Wayfinding, Navigation and Implementation Master Plan
3. Makiki Drainage - Koby Coulon, Pickering Firm
4. Proclamation In Memory of Ms. Mary Allen - City of Diamondhead Resident and Volunteer
5. Proclamation Honoring Outstanding Citizen - Jeremy Turcotte

City Manager's Report.

1. Road Cuts – Derek and I have reviewed the interlocal agreement for the DWSD and the City. It covers road cuts. It clarifies that the DWSD is required to pay for materials used for road cuts. DWSD will send me an email notifying me of any future road cut. I will create a new work request for public works for this road cut, so we can track it and make sure it is repaired. We will then bill the DWSD for any materials used to repair. The building department is working with our city attorney to consider an update to our ordinance to address any damage to roads during construction of a building.
2. Diamondhead Drive Protected Bike Lanes – Bert is updating the plans since we will be trying to include this project as a grant request for Federal Funding. We will make it simply a protected bike lane and not a protect multimodal lane. If we make is a protect bike lane, the design allows us to qualify for Federal funds.
3. City Attorney Comments regarding MDOT roundabout and Non-Conforming Use

Public Comments on Agenda Items - None.

Policy Agenda.

Minutes:

Motion made by Ward 1 Finley, Seconded by Ward 2 Moran to approve the January 4, 2022 Regular Meeting Minutes.

1. Motion to approve the January 4, 2022 Regular Meeting Minutes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

Resolutions:

2. **2022-019:** Motion to adopt Resolution 2022-003 thereby accepting the Deed of Dedication from Kapalama Cove Property Owner's Association (Kapalama Cove) and for other related matters.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 2 Moran to adopt Resolution 2022-003 thereby accepting the Deed of Dedication from Kapalama Cove Property Owner's Association (Kapalama Cove) and for other related matters.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

- 3. **2021-022:** Motion to adopt Resolution 2022-004 thereby acquiring by donation from Lauri A. Henry-Fouts certain real property for drainage and greenspace purposes.

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to adopt Resolution 2022-004 thereby acquiring by donation from Lauri A. Henry-Fouts certain real property for drainage and greenspace purposes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

- 4. **2022-027:** Motion to adopt Resolution 2022-006 thereby correcting the FY22 compensation and salary for the Building Inspector effective January 3, 2022.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 3 Sheppard to adopt Resolution 2022-006 thereby correcting the FY22 compensation and salary for the Building Inspector effective January 3, 2022.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

- 5. **2022-028:** Motion to adopt Resolution 2022-007 authorizing an application to MS Department of Wildlife, Fisheries and Parks for a Recreational Trails Grant and for other related purposes.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2022-007 authorizing an application to MS Department of Wildlife, Fisheries and Parks for a Recreational Trails Grant and for other related purposes.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve the following items by consent:

- 6. **2022-006:** Motion to authorize a Master Service Agreement Work Assignment in the amount of \$27,500 for professional services relating to the construction of a Diamondhead Park.
- 7. **2022-021-** Motion to approve payment to Digital Engineering in the amount of \$580.00 for GIS Maintenance
- 8. **2021-023:** Motion to accept Substantial Completion on November 2, 2021, for Phase 3 Roadway Improvements Project and to approve Change Order No. 2 in the amount of \$10,566.11, Pay Application No. 3 in the amount of \$154,478.63 and Final Pay Application No. 4 in the amount of \$23,059.12 to Warren Paving.

- 9. **2022-025:** Motion to approve payment #1 in the amount of \$142,291.33 to Bottom 2 Top Construction for Hilo Street Culvert Replacement Project.
 - 10. **2021-026:** Motion to approve Change Order No. 1 in the amount of \$47,737.04 to the contract with Moran Hauling, Inc. for the City Hall Parking Lot revising the contract total to \$245,609.09.
- Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 11. Motion to approve Docket of Claims (DKT159217- DKT159240) in the amount of \$394,246.62.
 Motion made by Ward 2 Moran, Seconded by Ward 3 Sheppard approve Docket of Claims (DKT159217- DKT159240) in the amount of \$394,246.62.
 Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

- 12. Motion to approve Payroll Payables APPKT01644 in the amount of \$64,431.77, PRCLAIM110 in the amount of \$29,005.47, PRCLAIM11 in the amount of \$2,696.22 and PRCLAIM112 in the amount of \$28,521.79.
 Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve Payroll Payables APPKT01644 in the amount of \$64,431.77, PRCLAIM110 in the amount of \$29,005.47, PRCLAIM11 in the amount of \$2,696.22 and PRCLAIM112 in the amount of \$28,521.79.

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 3 Sheppard, Seconded by Ward 2 Moran to accept the following reports:

- a. Building Department
Privilege Licensing
- b. December 2021 Financials

Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Moran, Ward 3 Sheppard

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items:

Rick Moran – address the Council regarding speeding on Koloa and requested a stop sign be installed.

Adjourn/Recess.

With no further business to come before the Council, at 7:06 p.m. Mayor Depreo adjourned the meeting in memory of Ms. Mary Allen, a long-time resident and volunteer for the City of Diamondhead.

Nancy Depreo
Mayor

Jeannie Klein
City Clerk

Resolution # 2022- 008
Item 2022-031

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION FROM TIMOTHY PELKEY, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FOR DRAINAGE AND GREENSPACE PURPOSES

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

- 1. The City is in need of acquiring certain real property for drainage and greenspace purposes that is currently owned by several individuals.
- 2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
- 3. Timothy Pelkey has expressed a willingness to donate the property legally described in the Deed of Dedication and attached hereto collectively as Exhibit “A” to this resolution
- 4. The City is willing to accept the donation of the aforementioned property (Timothy Pelkey)

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

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

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

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

Resolution # 2022- 008
Item 2022-031

	Aye	Nay	Absent
Councilmember Finley	___	___	___
Councilmember Moran	___	___	___
Councilmember Sheppard	___	___	___
Councilmember Clark	___	___	___
Councilmember Maher	___	___	___
Mayor Depreo	___	___	___

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
LAW OFFICES OF DEREK R. CUSICK, PLLC
1325 25th Avenue
GULFPORT, MS 39501
(228) 206-3819

INDEXING INSTRUCTIONS:

LOT 49, BLK 3, UNIT 10,
DIAMONDHEAD PH 2, CITY OF
DIAMONDHEAD, HANCOCK
COUNTY, MISSISSIPPI

GRANTORS ADDRESS
TIMOTHY PELKEY
9701 MIDLAND ROAD
FREELAND, MI 48623
(810) 820-0092

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

STATE OF _____

COUNTY OF _____

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ___ day of _____,
2019, by and between TIMOTHY PELKEY, GRANTOR, and THE CITY OF
DIAMONDHEAD, a municipality created and existing under the State of Mississippi
("City"), GRANTEE.

****WITNESSETH****

WHEREAS, TIMOTHY PELKEY wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

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

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

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, TIMOTHY PELKEY hereby dedicates, grants, conveys, covenants and agrees as follows:

DEDICATION OF ONE UNDEVELOPED LOT

For and in consideration of the City accepting the property and maintaining the property as greenspace, TIMOTHY PELKEY, being the sole owner of, and the only party having any interest in, the property, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a greenspace and for drainage, the property described herein below and improvements thereon and appurtenances thereto, if any. This dedication of the property is made without warranties of any kind.

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

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

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

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

The conveyance herein is made subject to the City maintaining the property as greenspace and for drainage and said property is not to be developed.



5000 Diamondhead Circle, Diamondhead, MS 39525

Telephone (228) 222-4626

Fax: (228) 222-4390

December 7, 2021


TIMOTHY PELKEY
9701 MIDLAND ROAD
FREELAND, MI 48623

Dear Mr. Pelkey

Please find enclosed the Deed of Dedication paperwork that is required to be completed to transfer your lot to the City of Diamondhead. If you have any questions, please call me at 228-222-4626 or email me at jmccraw@diamondhead.ms.gov.

Our city attorney has researched and prepared the following deeds of dedication for the properties that owners have expressed a willingness to donate to the city for drainage and greenspace. Please check the information on the deed to make sure everything is correct. The land record information may be out of date, but our attorney based the names, addresses, etc. on the information in the latest deeds on file. Once your sign and have papers notarized, please return them to the City of Diamondhead. Our attorney will then prepare a Resolution for the City Council accepting the donation.

Sincerely



Jon McCraw
Finance Department

Legal Description of the Undeveloped Lot:

Lot 49, Block 3, Unit 10, 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, at Bay St. Louis, Mississippi.

Together with all improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat.

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

EXECUTED, this the 3 day of JAN., 2022.

GRANTOR:

Timothy Pelkey
TIMOTHY PELKEY

STATE OF California

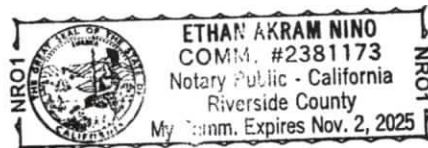
COUNTY OF Riverside

Personally appeared before me, the undersigned Notary Public, the within named TIMOTHY PELKEY, who acknowledged that he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the 3 day of Jan., 2022

E. Nino
NOTARY PUBLIC

My Commission Expires: NOV 2, 2025



GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY:

NANCY DEPREO, MAYOR

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named NANCY DEPREO, who acknowledged that she is Mayor of the City of Diamondhead, Mississippi, and that in said representative capacity she signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

There came on for consideration at a meeting of the City Council of the City of Diamondhead, Mississippi, held on the 1st day of February 2022, the following Resolution:

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED INOPERABLE VEHICLE IS A SERIOUS PROBLEM TO THE COMMUNITY AND WELARE OF THE CITIZENRY OF THE CITY AND AUTHORIZING ADVERTISEMENT FOR BIDS OR TO OBTAIN QUOTE(S) TO REMOVE THE INOPERABLE VEHICLE AND TO ASSESS THE COSTS TO THE SAID PROPERTY

WHEREAS, the Mayor and City Council of the City of Diamondhead, Mississippi, (the "City"), pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, finds, determines, and adjudicates, based upon the investigation of the City's Building Department, that the inoperable vehicle described below is such a menace to the public safety, and welfare of the citizenry of the City; and

WHEREAS, said inoperable vehicle, as described herein, is within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi; and

WHEREAS, the inoperable vehicle investigated by the Building Department and recommended by the Building Official for adjudication as being unsightly, a clutter to the neighborhood, provides a harborage for rodents and is an attractive nuisance for children to be a menace to the public health, safety and welfare of the citizenry of the City is identified as:

Chevrolet Silverado, blue/silver in color, license plate number KAAQ 672 (expired 09/16) VIN number 3GNFK16RXXG157628.

Located on the property at 542 Lakeview Court, Diamondhead, Mississippi, Parcel #132A-2-03-012.000, owned and occupied by Louis A. Cambre and Perri Cambre.

- Remove the inoperable vehicle from the property.

WHEREAS, notice to the property owners was provided by the City pursuant to Mississippi Code Annotated §21-19-11, 1972, as amended, i.e. delivered in person to Perri Cambred, by City of Diamondhead Code Enforcement Officer Ty J. Wiltz and notice posted on the bulletin board at City Hall, all within Diamondhead, Mississippi; and

WHEREAS, the Mayor and City Council of the City of Diamondhead further find, determine and adjudicate that advertisement for bids or obtaining quotes to remove the inoperable vehicle from the above referenced property should be made in the form and manner as provided by law; and

WHEREAS, the Mayor and City Council further find, determine, and adjudicate that the cost of removal of the inoperable vehicle shall not exceed the aggregate amount of \$10,000.00 per parcel per calendar year or the fair market value of the property subsequent to cleaning, whichever is less. Said amount including a penalty shall be assessed as a lien against said property as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, as other judgments are enrolled, and in the office of the Chancery Clerk of Hancock County, Mississippi; and

WHEREAS, the Mayor and City Council of the City of Diamondhead further find, determine, and grant authority to the Building Department to re-enter the properties not more than five (5) times for a period of one (1) year without any further hearings if notice is posted on these properties and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least ten (10) days prior to re-entering the properties for resolution of the same type of violation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY

COUNCIL OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the property at 5569 Diamondhead Drive East be and hereby are declared to be a menace to the public health, safety, and welfare of the citizenry of the City of Diamondhead.

SECTION 3. That the City Clerk be and hereby is authorized to advertise for bids for bid or obtain quote(s) to remove the inoperable vehicle to a proper site as described hereinabove and lying within the corporate boundaries of the City of Diamondhead, Hancock County, Mississippi.

SECTION 4. That the cost of removal of the herein described inoperable vehicle, including any penalty assessed, shall be a lien against said properties as provided by law and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, and in the office of the Chancery Clerk of Hancock County, Mississippi.

SECTION 5. That the Mayor and City Council of the City of Diamondhead further find, determine, and hereby grant authority to the Building Department to reinspect the property not more than five (5) times for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least ten (10) days prior to reinspecting the properties for resolution of the same type of violation.

Councilmember _____ moved for the adoption of the Resolution, which was seconded by Councilmember _____.

Upon being put to a roll call vote, the following ballots were cast:

	Aye	Nay	Absent
Councilmember Finley	—	—	—
Councilmember Moran	—	—	—
Councilmember Sheppard	—	—	—
Councilmember Clark	—	—	—
Councilmember Maher	—	—	—
Mayor Depreo	—	—	—

WHEREUPON the Mayor declared the Motion carried and the Resolution adopted,
 this the _____ day of February 2022.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-222-4626 Fax: 228-222-4390
www.diamondhead.ms.gov

January 12, 2022

Louis A. Cambre
542 Lakeview Court
Diamondhead, MS 39525

COPY

RE: 542 Lakeview Court
Parcel #: 132A-2-03-012.000

Dear Louis A. Cambre:

There is an abandoned vehicle (blue/grey Chevrolet Suburban) located at the above-mentioned property in an area which is not allowed. It is in violation of the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.2.3 – Regulations for Open Storage, General Requirements, and it states, “Open storage of trash, junk, rubbish, abandoned vehicles ... is not permitted on commercial, industrial, or residential premises ...” and Section 16.7 – Care of Premises and Property, and it states, “It shall be unlawful for the owner or occupant of a residential building, structure, or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, or parts thereof, ... It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items ...”

The violations are as follows:

Abandoned vehicle blue/grey Chevrolet Suburban) - Zoning Ordinance, Article 16.2.3; Article 16.7; Mississippi Code §21-19-11; IPMC §§ 302.8.

Based on the violations identified, the City requests that you take the following corrective actions:

Remove the abandoned vehicle from the premises.

The City is asking that you please take the above action within the next SEVEN (7) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above corrective actions within the 7 days provided, you are hereby given notice of and invited to attend a hearing before the Diamondhead City Council on February 1, 2022, at 6:00 PM in the City Council chambers at 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Diamondhead to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 5000 Diamondhead Circle, Diamondhead, Mississippi 39525, at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-222-4626 if you have any questions about this letter or if the requested corrective actions are taken within the SEVEN (7) day period to avoid our proceeding with a hearing on your property.

Sincerely,

Ty Wiltz
Code Enforcement Officer
Twiltz@diamondhead.ms.gov
228-220-1349

cc: Mayor and City Council
City Manager
City Attorney

COPY



5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228-222-4626 Fax: 228-222-4390
www.diamondhead.ms.gov

December 21, 2021

Louis A. Cambre
542 Lakeview Court
Diamondhead, MS 39525

COPY

RE: Notice of Violation
542 Lakeview Court
Parcel #: 132A-2-03-012.000

Dear Louis A. Cambre:

Recently, this office noticed an abandoned vehicle (blue/grey Chevy Suburban) was located at the above-mentioned property in an area which is not allowed. It is in violation of the City of Diamondhead Zoning Ordinance (Ordinance No. 2012-019), Section 16.2.3 – Regulations for Open Storage, General Requirements, and it states, “Open storage of trash, junk, rubbish, abandoned vehicles ... is not permitted on commercial, industrial, or residential premises ...” and Section 16.7 – Care of Premises and Property, and it states, “It shall be unlawful for the owner or occupant of a residential building, structure, or property to utilize the premises of such residential property for the open storage of any abandoned motor vehicle, or parts thereof, ... It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items ...”

It is respectfully requested that you remove the abandoned vehicle from premises within 7 days from the date of this letter. Please contact this office once you have resolved the violation or have concerns regarding this matter. Thank you in advance for your attention to this matter.

Sincerely,

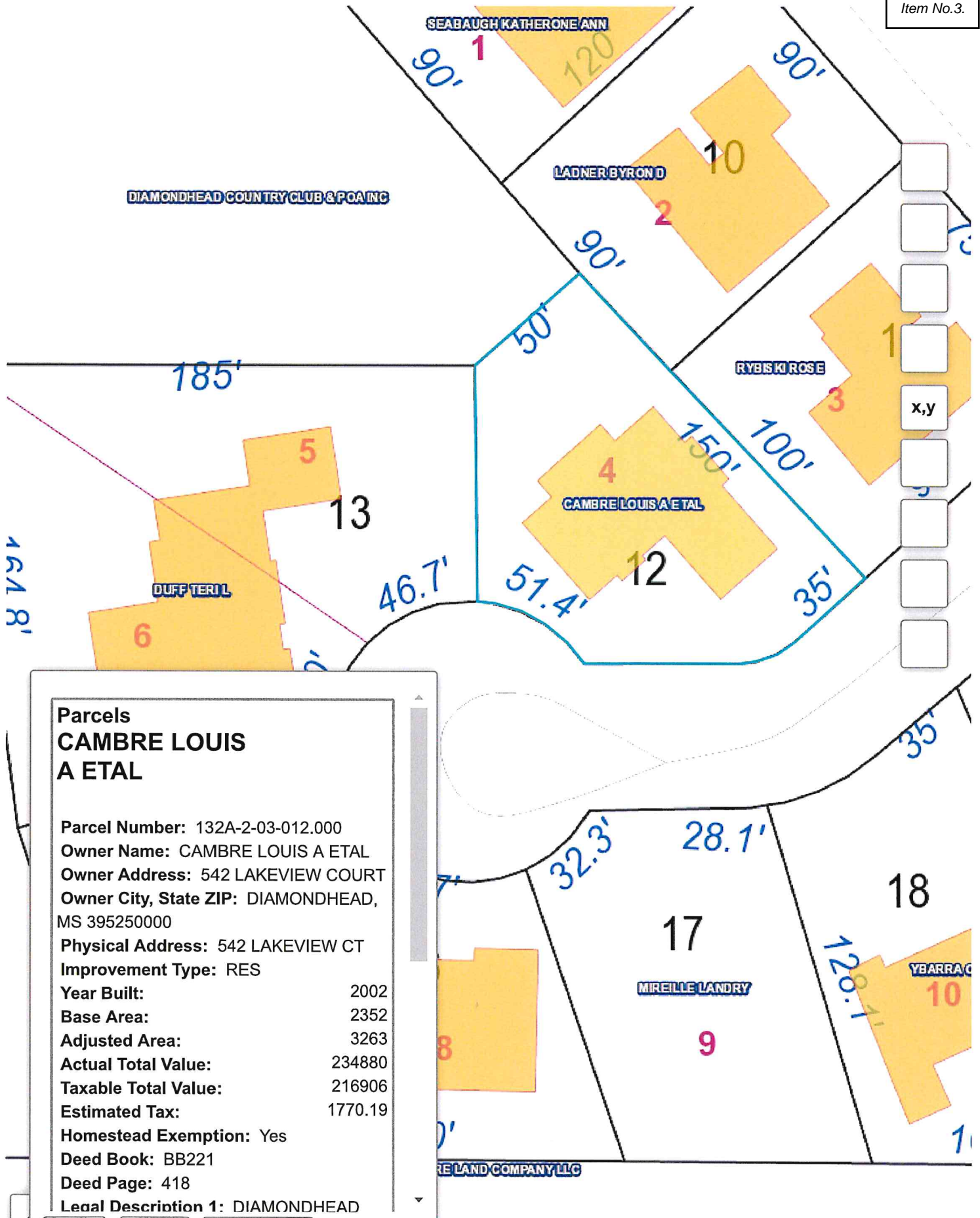
Ty Wiltz
Code Enforcement Officer
twiltz@diamondhead.ms.gov
228-220-1349, ext. 1798



12:21:2021



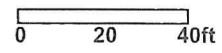
12.21.2021



Parcels
CAMBRE LOUIS
A ETAL

Parcel Number: 132A-2-03-012.000
 Owner Name: CAMBRE LOUIS A ETAL
 Owner Address: 542 LAKEVIEW COURT
 Owner City, State ZIP: DIAMONDHEAD, MS 395250000
 Physical Address: 542 LAKEVIEW CT
 Improvement Type: RES
 Year Built: 2002
 Base Area: 2352
 Adjusted Area: 3263
 Actual Total Value: 234880
 Taxable Total Value: 216906
 Estimated Tax: 1770.19
 Homestead Exemption: Yes
 Deed Book: BB221
 Deed Page: 418
 Legal Description 1: DIAMONDHEAD

Close Export Print Labels



RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DIAMONDHEAD IN SUPPORT OF BOB ARMSTRONG TO BE APPOINTED TO REPRESENT THE CITY OF DIAMONDHEAD AS COMMISSIONER ON THE HANCOCK COUNTY E-911 COMMISSION

WHEREAS, Hancock County has an established E-911 Commission that is charged with managing the emergency communication and 911 systems and related infrastructure; and

WHEREAS, Bob Armstrong is currently representing the City of Diamondhead on the Commission for a term with said appointment term is expiring March 6, 2022.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Diamondhead do hereby recommend and support Bob Armstrong, a resident of the City of Diamondhead and a law enforcement officer within the County, for consideration to be reappointed to represent the City as a Commissioner on the E-911 Commission.

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

The above and foregoing Resolution of the Mayor and Council of the City of Diamondhead, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the matter being put to a vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Finley	_____	_____	_____
Councilmember Moran	_____	_____	_____
Councilmember Sheppard	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

APPROVED _____
Mayor Nancy Depreo

ATTEST: _____
Jeannie Klein, City Clerk

seal

City of Diamondhead
RENEWAL: Contract for Professional Services for FY 2022

SCOPE OF WORK

Economic Development Support and Grant Procurement and Administration

Economic Development Support

- Attend City Council meetings or department meetings for reporting purposes and as requested.
- Liaison with state and federal partners on economic development efforts as requested. This may include travel by City officials for educational purposes related to economic development priorities.

Federal and State Financial Assistance – Grant Procurement and Administration

- Research grant opportunities as directed by the City.
- Prepare grant applications and submit to funding sources as directed by the City.
- Provide administrative services as prescribed by individual funding sources, from award acceptance through close-out. This may include preparing financial reports, contractor monitoring, etc. In the event administrative costs are allowable under a grant award, the City will only be responsible for costs that exceed what the grant covers.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating in twelve months unless renewed.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of Members of the Client. No officer, member or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. The Client will enter into a one-year contract (renewable) with SMPDD. SMPDD will provide these services on a time and materials basis using a fee of \$75.00 plus reimbursable costs incurred. The level of effort and completion schedule of each item of work will be as mutually agreed. SMPDD estimates the initial costs for the base items of this proposal to be on the order of \$6,000.00, with the additional items adding to the overall cost of the contract accordingly. SMPDD will not exceed the initial fee amount without prior written approval. Expenses under this contract may also include travel by City officials for educational and advocacy purposes related to the City’s economic development priorities. Any application/administrative costs included/allowed in a grant budget will be paid to SMPDD outside of this contract. Any grant that does not allow for

application/administrative costs will be administered by SMPDD under the scope of work and fee of this contract. Invoices will be submitted monthly for charges incurred.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be at time of execution.

Accepted this the _____ day of _____ 2022.

Michael Reso, City Manager
City of Diamondhead, MS

Leonard Bentz, Executive Director
Southern Mississippi Planning & Development
District



2022-03

Item No.6.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

January 27, 2022

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

Dear Councilmembers:

Re: Hilo Street Culvert Replacement – Pay Application No. 1

Attached for your review and consideration is Pay Application No. 2 in the amount of \$33,434.95 to Bottom 2 Top Construction for the Hilo Street Culvert Replacement Project. If you find the application to be in order, please proceed with payment approval..

Thank you in advance for your consideration and approval in this matter.

Sincerely,

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

Michael Reso
City Manager

Tuesday, January 25, 2022

Michael Reso
City Manager
City of Diamondhead
5300 Diamondhead Circle
Diamondhead, MS 39525
Sent via email to: mreso@diamondhead.ms.gov

**Re: Pay Application One (2)
Hilo Street Culvert Replacement
Pickering Firm, Inc. Project No. 26025.01**

Michael –

Transmitted herewith is a copy of Pay Application Two (2) for the above referenced project and contract. We recommend payment approval of the Estimate for Bottom 2 Top Construction, llc. in the amount of \$33,434.95 by the City of Diamondhead at the next available board meeting.

Currently this project is approximately 97% complete. Pay Application 2 covers Dredging of the Golf Course Pond, Erosion Control, Removal and Replacement of Wooden Fences and Shaping the Existing Ditch. The only major remaining item is the Asphalt Cart Path Repair. Bottom 2 Top has plans to meet with the superintendent to see what their concerns are.

After this work is complete and acceptable, we will look at performing the final inspection and substantial completion.

We appreciate the opportunity to serve you on this project. Should you have any questions concerning our recommendation, please do not hesitate to contact me.

Sincerely,

PICKERING FIRM, INC.



Koby Coulon, PE

Enclosures (1)

Cc: Joseph Raffeo, Bottom 2 Top Construction, llc.

Contractor's Application For Payment No. 2

Application Period Ending: January 4, 2022	Application Date: January 24, 2022
To (Owner): City of Diamondhead	From (Contractor): Bottom 2 Top Construction LLC
Owner's Project No.:	Via (Engineer) Pickiering Firm, INC.
Contractor's Project No.:	Engineer's Project No.: 26025.01
Project / Contract: Hilo Street Culvert	

Application for Payment Approved Change Order Summary		
Number	Additions	Deductions
1	\$ 3,656.20	
TOTALS	\$ 3,656.20	\$ -
NET CHANGE BY CHANGE ORDERS	\$ 3,656.20	

1. ORIGINAL CONTRACT PRICE	\$ 184,054.50
2. NET CHANGE BY CHANGE ORDERS	\$ 3,656.20
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 187,710.70
4a. TOTAL VALUE of WORK PERFORMED	\$ 184,975.03
b. STORED MATERIALS	\$ -
c. TOTAL OF WORK & MATERIALS (4a + 4b)	\$ 184,975.03
5. RETAINAGE (5% of Line 4c):	\$ 9,248.75
6. AMOUNT ELIGIBLE TO DATE (Line 4c - Line 5)	\$ 175,726.28
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 142,291.33
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)	\$ 33,434.95
9. BALANCE TO FINISH PLUS RETAINAGE (Line 3 - 4c + 5)	\$ 11,984.42

Payment of: 33,434.95 (Line 8 or other amount)

is recommended by: [Signature] (Engineer) 01/25/22 (Date)

Payment of: _____ (Line 8 or other amount)

is approved by: _____ (Owner) _____ (Date)

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] 1/24/2022

City Account Numbers	Amount
1)	
2)	
3)	
4)	
5)	

Bottom 2 Top Construction LLC
 23272 Hwy 49 Frontage Rd.
 Suite B
 Saucier, MS 39574

Invoice

Date	Invoice #
1/24/2022	472

Bill To
City Of Dimondhead

Application Period

Description	Quantity	Unit Price	Quantity This Period	Completed To Date	Total Cost to Date
Erosion Control Blanket	266	3.58	266	977	952.28
Removal & Replacement of Wooden Fence	20	56.10	20	20	1,122.00
Excess Excavation Regrade and Shape Exist Ditch	56	43.40	56	256	2,430.40
Excess Excavation Golf Course Pond Dredging	495	62.00	495	495	30,690.00
Amount of Retainage		-1,759.734			-1,759.73
Hilo				Total	\$33,434.95

Phone #
2282343739

E-mail
jraffeo@bottom2top.net



MISSISSIPPI MAIN STREET ASSOCIATION

2022 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION NETWORK COMMUNITY

THIS AGREEMENT is entered into and executed by the Mississippi Main Street Association (“MMSA”) and _____, hereinafter referred to as the “local program.”

THIS AGREEMENT is for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Network Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

SECTION I. MMSA AGREES TO:

1. Designate an MMSA team member to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will facilitate the process of advancing toward Designated Community membership and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street Approach™ training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Conduct one on-site Main Street 101 training for local program directors, board members, and government representatives affiliated with new Network Communities.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors’ Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings, workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.

7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide *The Point* for Mississippi, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street staff, will monitor and provide technical assistance to members on *The Point*.
9. Facilitate and promote ongoing media coverage of MMSA and its individual local programs.
10. Provide and grant each Network Community use of the official MMSA Network Community logo and other promotional materials with MMSA branding.
11. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
12. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
13. Provide legislative education and advocacy for Main Street at the state and national level.

SECTION II. THE LOCAL PROGRAM AGREES TO:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information, and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Network Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach™ recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program and that includes projects centered around the community's transformation strategies.

7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a local program director who spends at least 20 hours per week implementing the Main Street program in the community. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program and provide any and all other information requested by MMSA on or before the identified deadlines. Quarterly reports shall be submitted by the 15th day of the month following the end of each quarter.
11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall participate in at least two MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is certified and in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Network Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an online community forum, in partnership with the National Main Street Center. Every Network Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing news of your local program's projects, accomplishments, and events, so that MMSA may promote them.
18. Include MMSA staff in the hiring and selection process of new local program directors.

19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
20. Complete the annual Director's Survey (online) sent via email no later than December 31, 2021.
21. Submit the following to MMSA by the January 31, 2022 deadline:
 - Payment of 2022 MMSA dues. The invoice was mailed to the local program director on record in October 2021. The local program director is responsible for ensuring that the invoice is paid by January 31, 2022.
 - A copy of the local program's current bylaws.
 - A copy of the local program's approved budget for the 2022 fiscal year.
 - A copy of the local program's annual work plan for 2022.
 - A complete list of local board members and officers, including names and email addresses.
 - A copy of the Main Street district's current boundary map.
 - A copy of the previous year's approved board meeting minutes.
 - A copy of the local program's most recent IRS filing, if applicable.

SECTION III. MMSA AND THE LOCAL PROGRAM JOINTLY AGREE THAT:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA State Coordinator.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2022 and expiring on December 31, 2022. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. Both parties shall jointly indemnify and hold each other and their respective employees, officers, directors, and assigns harmless from and against all activities, losses, costs, liabilities, claims, damages, and expenses of every kind and character.
6. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in

full force and effect.

7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
8. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
9. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2022, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

DRAFT

JOINT APPLICATION AND NOTIFICATION

U.S. ARMY CORPS OF ENGINEERS
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY/OFFICE OF POLLUTION CONTROL

This form is to be used for proposed activities in waters of the United States in Mississippi and for the erection of structures on suitable sites for water dependent industry. Note that some items, as indicated, apply only to projects located in the coastal area of Hancock, Harrison and Jackson Counties.

1. Date
1/27/2022
month day year

2. Applicant name, mailing address, phone number and email address:
Mike Reso, City Manager
5000 Diamondhead Dr
Diamondhead, MS 39525
228 222-5120 mreso@diamondhead.ms.gov

Agent name, mailing address, phone number and email address:
James J. Chiniche, PA, Inc. Jason Chiniche PE
407 Hwy 90
Bay St. Louis, MS 39520
228 467-6755 jason@jjc-eng.com

3. Official use only
COE _____
DMR _____
DEQ _____
A95 _____
DATE RECEIVED _____

4. Project location
Street Address Bayou Drive Kayak Launch City/Community Diamondhead
Name of Waterway Rotten Bayou Latitude 30°24'16.60 Longitude (if known) 89°22'37.45
Geographic location: Section _____ Township _____ Range _____ County Hancock

5. Project description
New work Maintenance work _____

Dredging

___ Channel length _____ width _____ existing depth _____ proposed depth _____
___ Canal length _____ width _____ existing depth _____ proposed depth _____
___ Boat Slip length _____ width _____ existing depth _____ proposed depth _____
___ Marina length _____ width _____ existing depth _____ proposed depth _____
___ Other-Mooring Basin length _____ width _____ existing depth _____ proposed depth _____

Cubic yards of material to be removed _____ Type of material _____
Location of spoil disposal area _____
Dimensions of spoil area _____ Method of excavation _____
How will excavated material be contained? _____

Construction of structures

___ Bulkhead Total length _____ Height above water _____
 Pier length 37 LF width 8 LF height 6 LF TO GROUND
___ Boat Ramp length _____ width _____ slope _____
___ Boat House length _____ width _____ height _____

___ Structures on designed sites for water dependent industry (Coastal area only). Explain in item 11 or include as attachment.
___ Other (explain) _____

Filling

Dimensions of fill area _____
Cubic yards of fill _____ Type of fill _____

Other regulated activities (i.e. Seismic exploration, burning or clearing of marsh) Explain.

6. **Additional information relating to the proposed activity**

Does project area contain any marsh vegetation? Yes _____ No _____

(If yes, explain) _____

Is any portion of the activity for which authorization is sought now complete? Yes _____ No _____

(If yes, explain) _____

Month and year activity took place _____

If project is for maintenance work on existing structures or existing channels, describe legal authorization for the existing work. Provide permit number, dates or other form(s) of authorization. _____

Has any agency denied approval for the activity described herein or for any activity that is directly related to the activity described herein?

Yes _____ No _____ (If yes, explain) _____

7. **Project schedule**

Proposed start date _____ Proposed completion date _____

Expected completion date (or development timetable) for any projects dependent on the activity described herein. _____

8. **Estimated cost of the project** \$35,000

9. **Describe the purpose of this project. Describe the relationship between this project and any secondary or future development the project is designed to support.**

This project is to rebuild a kayak launch to replace the one which was destroyed by a storm. It will slope down so that the water is accessible no matter the water level. This will be a safe place for people to access the bayou with kayaks.

Intended use: Private _____ Commercial _____ Public X Other (Explain) _____

10. **Describe the public benefits of the proposed activity and of the projects dependent on the proposed activity.**

Also describe the extent of public use of the proposed project.

This is a serene location in Diamondhead which will provide a safe and convenient outlet for an outdoor hobby.

11. **Narrative Project Description:**

Install pilings as well as cut down existing pilings to create an 8'x37' sloped pier down to the water. There will be fiberglass grating for optimal traction and visibility as well as steps leading down to the pier accompanied by a metal ramp for kayak dollies. It will NOT extend out further than the previous kayak launch and should, therefore, not disturb any natural formations, wildlife, or traffic currently in the bayou.

12. Provide the names and addresses of the adjacent property owners. Also identify the property owners of view of the drawing described in Attachment "A". (Attach additional sheets if necessary.)

1. See Attached

2.

13. List all approvals or certifications received or applied for from Federal, State and Local agencies for any structures, construction, discharges, deposits or other activities described in this application. Note that the signature in Item 14 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required, place N/A in the space for Type Approval.

<u>Agency</u>	<u>Type Approval</u>	<u>Application Date</u>	<u>Approval Date</u>
Dept. of Environmental Quality			
Dept. of Marine Resources			
Army Corps of Engineers			
City/County_____			
Other_____			

14. Certification and signatures

Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with and responsible for the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I am the owner of the property where the proposed project is located or that I have a legal interest in the property and that I have full legal authority to seek this permit.

U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals, or covers up by any trick, scheme or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Mississippi Coastal Program (Coastal area only)

I certify that the proposed project for which authorization is sought complies with the approved Mississippi Coastal Program and will be conducted in a manner consistent with the program.

Signature of Applicant or Agent

1/27/2022

Date

15. Fees

Payable to MS Dept. of Marine Resources
\$50.00 Single-family residential application fee
\$500.00 Commercial application fee
Public notice fee may be required

Please include appropriate fees for all projects proposed in coastal areas of Hancock, Harrison and Jackson Counties.

16. If project is in Hancock, Harrison or Jackson Counties, send one completed copy of this application form and appropriate fees listed in Item 15 to:

Department of Marine Resources
Bureau of Wetlands Permitting
1141 Bayview Avenue
Biloxi, MS 39530
(228) 374-5000

If project IS NOT in Hancock, Harrison or Jackson Counties, send one completed copy of this application form to each agency listed below:

District Engineer	District Engineer	Director
Mobile District	Vicksburg District	Mississippi Dept. of Environmental Quality
Attn: CESAM-RD	Regulatory Branch	Office of Pollution Control
P.O. Box 2288	Attn: CEMVK-OD-F	P.O. Box 10385
Mobile, AL 36628-0001	4155 Clay Street	Jackson, MS 39289
	Vicksburg, MS 39183-3435	

17. In addition to the completed application form, the following attachments are required:

Attachment "A" Drawings

Provide a vicinity map showing the location of the proposed site along with a written description of how to reach the site from major highways or landmarks. Provide accurate drawings of the project site with proposed activities shown in detail. All drawings must be to scale or with dimensions noted on drawings and must show a plan view and cross section or elevation. Use 8 1/2 x 11" white paper or drawing sheet attached.

Attachment "B" Authorized Agent

If applicant desires to have an agent or consultant act in his behalf for permit coordination, a signed authorization designating said agent must be provided with the application forms. The authorized agent named may sign the application forms and the consistency statement.

Attachment "C" Environmental Assessment (Coastal Area Only)

Provide an appropriate report or statement assessing environmental impacts of the proposed activity and the final project dependent on it. The project's effects on the wetlands and the effects on the life dependent on them should be addressed. Also provide a complete description of any measures to be taken to reduce detrimental offsite effects to the coastal wetlands during and after the proposed activity. Alternative analysis, minimization and mitigation information may be required to complete project evaluation.

Attachment "D" Variance or Revisions to Mississippi Coastal Program (Coastal area only)

If the applicant is requesting a variance to the guidelines in Section 2, Part III or a revision to the Coastal Wetlands Use Plan in Section 2, Part IV of the Rules, Regulations, Guidelines and Procedures of the Mississippi Coastal Program, a request and justification must be provided.

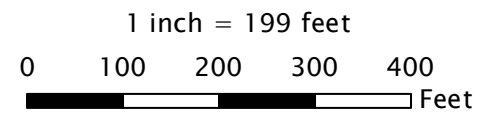
Geoportal - Bayou Drive Kayak Launch

- 1**
KOPPMAN KIM
10418 MALAHINI PL
- 2**
KOPPMAN KIM
10415 MALAHINI PL
- 3**
WILLIAMS JANE E
897 MAILI WAY
- 4**
NAASSAN LLOYD C
94191 BAYOU DR
- 5**
CIOLINO DAVID P
94189 BAYOU DR
- 6**
LEE BRANDON J
6061 COVINGTON ST
- 7**
ROOFNER WILLIAM C
94186 BAYOU DR
- 8**
BROADNAX CHARLES
94184 BAYOU DR
- 9**
MITCHELL BECKI R
1041 KOLO WAY
- 10**
WILKENS JASON
3325 WESTLANE DR



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.


January 27, 2022



Bayou Drive Kayak Launch

Legend

Item No.8.

 Bayou Drive Kayak Launch

Bayou Drive Kayak Launch

Old kayak launch,
no longer exists



Mississippi Department of Marine Resources
1141 Bayview Ave, Biloxi, MS 39530

Get on I-110 N/MS-15 N

- 3 min (1.1 mi)
- ↑ 1. Head east on Bayview Ave toward Forrest Ave
- 0.7 mi
- ↗ 2. Turn right to merge onto I-110 N/MS-15 N toward I-10
- 0.4 mi

Take I-10 W to Gex Dr in Diamondhead. Take exit 16 from I-10 W

- 30 min (33.3 mi)
- ↗ 3. Merge onto I-110 N/MS-15 N
- 2.9 mi
- ↘ 4. Take exit 4C to merge onto I-10 W toward New Orleans
- 30.0 mi
- ↘ 5. Take exit 16 toward Diamondhead
- 0.3 mi

Drive to Bayou Dr

- 9 min (2.9 mi)
- ↗ 6. Merge onto Gex Dr
- ⓘ Pass by Dairy Queen Grill & Chill (on the left)
- 0.5 mi
- ⤷ 7. At the traffic circle, take the 2nd exit onto Diamondhead Dr N
- 0.4 mi
- ↘ 8. Turn right onto Analii St
- 0.4 mi
- ↘ 9. Turn right onto Diamondhead Dr N
- 0.5 mi
- ↶ 10. Turn left onto Bayou Dr

Note:
The entrance to the Kayak Launch will be on Bayou Drive, in between Kolo Way and Malahini Place. There will be a sign indicating the entrance.

Bayou Dr
Diamondhead, MS 39525

Attachment “B” Authorized Agent Letter



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Jason Chiniche, P.E.
(name of agent)

Kayak Launch on Bayou Drive
(location of project)

407 Highway 90
(address)

Diamondhead, MS 39525

Bay Saint Louis, MS 39520
(city, state, zip code)

Along Rotten Bayou

228-467-6755
(agent phone number)

Mike Reso, City Manager
(print applicant name)

(applicant signature)

(date)

Do you want the permit mailed to the agent? Yes No

2022-035

Item No.9.



City of Diamondhead, MS
100 Diamondhead Circle
Diamondhead, MS 39525

Equipment Disposition Request

Department : Public Works

Fixed Asset #	Description of Item	Quantity Disposed	Month/Yr Purchased	Asset Tag #	Unit Cost	Net Asset Value	Equipment Condition	Recommended Disposition Method/Action
00000341	Ice Machine	1	12/2015	320	3,272.84	1,090.94	broken Poor	Discard

Department Head: *L. Byrd* Approval Signature: _____ Date: 1-12-22
 FA Coordinator: *[Signature]* _____ Date: 1-12-22
 City Manager: *[Signature]* _____ Date: 1-25-22

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

Asset Master Report

By Asset ID

As of 01/12/2022



City of Diamondhead, MS

Asset ID: 0000341

Serial Number: 1120092514
Tag Number: 00000320
Primary Location: PW Barn
Sec. Location:
Original Cost: 3,272.84
Improvements: 0.00
Partial Disposals: 0.00
Adjusted Cost: 3,272.84
Accum. Depreciation: 1,807.86
Net Asset Value: 1,464.98

Department: Public Works
Class: Other Equipment
Category: Yes
Units: 0
Type: Normal
Acquisit. Method: Purchased
Date Acquired: 12/1/2015
Original Life: 84.00 Months
Improved Life: 0.00 Months
Disposed Life: 0.00 Months
Asset Life: 84.00 Months

Description:
Ice Machine

Depreciable: Y
Depr. Method: Straight Line
Salvage Value: 654.57
Replacement Cost: 0.00
Date Last Depr.: 9/30/2020

Asset Control Acct: 001-000-096.00
Accumulated Acct: 001-000-097.00
Expense Acct: 001-301-990.00

Vendor: Miller Ice Machine Co
Invoice Number: 17014
PO Number:



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

Equipment Disposition Request

Department : Council

Fixed Asset #	Description of Item	Quantity Disposed	Month/Yr Purchased	Asset Tag #	Unit Cost	Net Asset Value	Equipment Condition	Recommended Disposition Method/Action
136	1Phone 4S	1	07/2013	136	149.98	2.50	U	3G phone no longer supported

Approval Signature

Date

Department Head : _____

FA Coordinator : *[Signature]* _____

City Manager : *[Signature]* _____

1/25/22

1-25-22

Physical Condition Guide:

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

My Asset Master Report

By Asset ID

As of 01/25/2022



City of Diamondhead, MS

Asset ID: 00000136

Serial Number: C8PKWSLVOTC1
 Tag Number: 00000136
 Primary Location: Fixed Asset Clerk
 Sec. Location:
 Original Cost: 149.98
 Improvements: 99.99
 Partial Disposals: 0.00
 Adjusted Cost: 249.97
 Accum. Depreciation: 247.47
 Net Asset Value: 2.50

Department: Council
 Class: Office Machine/Equip
 Category: Yes
 Units: 0
 Type: Normal
 Acquisit. Method: Purchased
 Date Acquired: 7/12/2013
 Original Life: 36.00 Months
 Improved Life: 0.00 Months
 Disposed Life: 0.00 Months
 Asset Life: 36.00 Months

Description:
 IPHone 4S 228.493.3363

 Depreciable: Y
 Depr. Method: Straight Line
 Salvage Value: 2.50
 Replacement Cost: 0.00
 Date Last Depr.: 9/30/2016

Asset Control Acct: 001-000-084.00
 Accumulated Acct: 001-000-085.00
 Expense Acct: 001-100-990.00

Vendor: CSpire Cell Service
 Invoice Number: 0900
 PO Number: 2013-897

WORK ASSIGNMENT NO. _____

PROJECT NUMBER: 26024.00 Miller Pond Dredging – Bidding & Construction

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Pickering Firm, Inc. 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

See ‘Attachment A – Scope of Services’

WORK ASSIGNMENT TERM

No new Work Assignments shall be executed after October 28th, 2024 at 11:59 P.M. CDT.

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

DBE GOAL

The DBE goal established for this Work Assignment shall be zero percent (0%).

KEY PERSONNEL

CITY PROJECT MANAGER:

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

Cara Wagner, PE (MS #26030)

PROGRESS SCHEDULE

A draft report is anticipated to be delivered to the client within 30 days of notice to proceed.

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed **\$24,250** (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

Table 1: Compensation for Services Breakdown

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
I	Specification Development	\$1,500
II	Bid Phase Services	\$4,000
III	Construction Engineering and Inspection	\$18,750

Table 2: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
	Principal Engineer	\$ 162
	Professional Engineer	\$ 105
	Senior Project Manager	\$ 115
	Project Engineer	\$ 95
	Professional Land Surveyor	\$ 98
	Survey Crew Chief	\$ 68
	Instrument Person	\$ 41
	CAD Technician	\$ 70
	Clerical	\$ 50
	Resident Project Representative	\$ 75
	Engineering Technician	\$ 65

Both parties hereto represent that they have authority to enter into this Work Assignment as “Exhibit C” of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

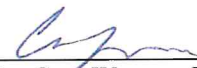
SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, _____.

City of Diamondhead, Mississippi

By:

WITNESS this, my signature, in execution hereof, this the 11th day of January 2022.

Pickering Firm, Inc.



By: Cara Wagner, PE

ATTEST: 
Koby Coulon, PE

Task I – Development of Specifications - \$1,500

Utilize information acquired in previous phases and per any other deliverable subject to any CLIENT – directed modifications or changes in the scope, extent, charter, or design requirements of or for the Project, and upon written authorization from CLIENT, for the general scope of work previously described for this project, the Engineer shall:

1. Prepare specifications in coordination with drawings indicating the scope, extent, and character of the work to be performed and furnished by the contractor. 1 set of the engineering documents and any other deliverables will be provided to the CLIENT for review. Following their review, CLIENT shall submit to the Engineer any comments regarding the Design Phase documents and any other deliverables.
2. Provide an updated engineer's Opinion of Probable Construction Cost with final construction documents.
3. Prepare and furnish bidding documents for review by CLIENT, its legal counsel, and other advisors, and assist CLIENT in the preparation of other related documents. CLIENT shall submit to Engineer any comments and instructions for revision and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the CLIENT.

Task II – Bid Phase Services - \$4,000

After acceptance by Owner of the bidding documents and final Opinion of Probable Construction Cost as determined in the Engineering Design Phase, and upon written authorization, by the owner, to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids for proposals and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Task III –Construction Engineering and Inspection \$18,750

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work as outlined below.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory as needed
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

Duration of Construction Phase: This contract assumes a contract time of **90 days**. The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Resident Project Representative

Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
15. Exceed limitations of Engineer’s authority as set forth in this Agreement.
16. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
17. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
18. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
19. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
20. Accept shop drawing or sample submittals from anyone other than Contractor.
21. Authorize Owner to occupy the Project in whole or in part.

WORK ASSIGNMENT NO. _____

PROJECT NUMBER: 26023.00 Lily Pond Dredging – Bidding & Construction

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Pickering Firm, Inc. 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

See ‘Attachment A – Scope of Services’

WORK ASSIGNMENT TERM

No new Work Assignments shall be executed after October 28th, 2024 at 11:59 P.M. CDT.

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

DBE GOAL

The DBE goal established for this Work Assignment shall be zero percent (0%).

KEY PERSONNEL

CITY PROJECT MANAGER:

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

Cara Wagner, PE (MS #26030)

PROGRESS SCHEDULE

A draft report is anticipated to be delivered to the client within 30 days of notice to proceed.

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed **\$21,625** (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

Table 1: Compensation for Services Breakdown

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
I	Specification Development	\$1,500
II	Bid Phase Services	\$4,000
III	Construction Engineering and Inspection	\$16,125

Table 2: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
	Principal Engineer	\$ 162
	Professional Engineer	\$ 105
	Senior Project Manager	\$ 115
	Project Engineer	\$ 95
	Professional Land Surveyor	\$ 98
	Survey Crew Chief	\$ 68
	Instrument Person	\$ 41
	CAD Technician	\$ 70
	Clerical	\$ 50
	Resident Project Representative	\$ 75
	Engineering Technician	\$ 65

Both parties hereto represent that they have authority to enter into this Work Assignment 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, Mississippi

By: _____

WITNESS this, my signature, in execution hereof, this the 11th day of January 2022.

Pickering Firm, Inc.


By: Cara Wagner, PE

ATTEST: 
Koby Coulon, PE

Task I – Development of Specifications - \$1,500

Utilize information acquired in previous phases and per any other deliverable subject to any CLIENT – directed modifications or changes in the scope, extent, charter, or design requirements of or for the Project, and upon written authorization from CLIENT, for the general scope of work previously described for this project, the Engineer shall:

1. Prepare specifications in coordination with drawings indicating the scope, extent, and character of the work to be performed and furnished by the contractor. 1 set of the engineering documents and any other deliverables will be provided to the CLIENT for review. Following their review, CLIENT shall submit to the Engineer any comments regarding the Design Phase documents and any other deliverables.
2. Provide an updated engineer's Opinion of Probable Construction Cost with final construction documents.
3. Prepare and furnish bidding documents for review by CLIENT, its legal counsel, and other advisors, and assist CLIENT in the preparation of other related documents. CLIENT shall submit to Engineer any comments and instructions for revision and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the CLIENT.

Task II – Bid Phase Services - \$4,000

After acceptance by Owner of the bidding documents and final Opinion of Probable Construction Cost as determined in the Engineering Design Phase, and upon written authorization, by the owner, to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids for proposals and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Task III –Construction Engineering and Inspection \$16,125

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work as outlined below.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory as needed
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

Duration of Construction Phase: This contract assumes a contract time of **90 days**. The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

Limitation of Responsibilities: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Resident Project Representative

Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
15. Exceed limitations of Engineer’s authority as set forth in this Agreement.
16. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
17. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
18. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
19. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
20. Accept shop drawing or sample submittals from anyone other than Contractor.
21. Authorize Owner to occupy the Project in whole or in part.

**City of Diamondhead
Budget Adjustments
For the Fiscal Year Ending September 30, 2022**

<u>Budget Entry No. (InCode)</u>	<u>Account</u>	<u>Account Name</u>	<u>Acct Type</u>	<u>Adjustment Amount</u>	<u>Effect on Budget</u>	<u>Description</u>	<u>Form to Council</u>	<u>Agenda Item</u>	<u>Council Approval</u>	<u>Date</u>	<u>Posted to InCode Packet</u>
<u>Increase Membership Dues/Fees</u>											
2022-14	001-140-623.00	Membership Dues/Fees	Expense	12,000.00	12,000.00	HC Chamber of Commerce - Digital Marketing & Pu	2/1/2022				
2022-14	001-140-623.00	Membership Dues/Fees	Expense	1,000.00	1,000.00	MS Main Street Association	2/1/2022				
2022-14	001-140-623.00	Membership Dues/Fees	Expense	150.00	150.00	USA Main Street Association	2/1/2022				
2022-14	001-140-623.00	Membership Dues/Fees	Expense	400.00	400.00	Increase in MML Membership	2/1/2022				
2022-14	001-000-260.00	Sales Tax	Revenue	13,550.00	(13,550.00)	Increase in cost of project funded by City	2/1/2022				
				\$	-	<u>Increase Membership Dues/Fees</u>					
<u>Increase Police Capital Budget - Increased cost of Mobile Radar Signs & added 3rd Radar Sign</u>											
2022-15	001-200-907.00	Capital Outlay - Other	Expense	3,200.00	3,200.00	Change Order 4	2/1/2022				
2022-15	001-000-260.00	Sales Tax	Revenue	3,200.00	(3,200.00)	Change Order 4	2/1/2022				
				\$	-	<u>Increase Police Capital Budget - Increased cost of Mobile Radar Signs & added 3rd Radar Sign</u>					
<u>Set-up DMR - Twin Lakes Pier/Boardwalk Grant</u>											
2022-16	160-000-254.00	Grant Revenue - DMR-Twin Lakes Pier/Boardwalk	Revenue	150,000.00	(150,000.00)	Grant Funding	2/1/2022				
2022-16	160-550-602.00	Professional Fees - Engineer -DMR-Twin Lakes Pier	Expense	37,500.00	37,500.00	Engineering Costs	2/1/2022				
2022-16	160-550-907.00	Capital Outlay - DMR-Twin Lakes Pier/Boardwalk	Expense	112,500.00	112,500.00	Construction	2/1/2022				
				\$	-	<u>Set-up DMR - Twin Lakes Pier/Boardwalk Grant</u>					
<u>Allocation for Main Street Association</u>											
2022-17	001-653-650.00	Promotions	Expense	1,000.00	1,000.00	Diamondhead Main Street	2/1/2022				
2022-17	001-000-260.00	Sales Tax	Revenue	1,000.00	(1,000.00)	Diamondhead Main Street	2/1/2022				
				\$	-	<u>Allocation for Main Street Association</u>					

**Proposal to Provide Audit Services for
City of Diamondhead, MS**

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Necaise & company

Certified Public Accounting Firm

January 26, 2022

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

Necaise & Company PLLC is pleased to submit this proposal to audit the financial statements of the City of Diamondhead, MS for the year ended **September 30, 2021**. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and standards for financial and compliance audits contained in the U.S. General Accounting Office's *Government Auditing Standards* (Yellow Book) and the Single Audit Act.

The objective of this audit will be the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We propose to perform these audits for the following amounts:

- **FY2021 – \$ 24,870**

These fees are based on estimated hours to conduct the audit in accordance with yellow book standards and the single audit act. This estimate includes hours for audit staff and principal that will be involved in overseeing the engagement (see attached audit budget).

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

Sincerely,

Necaise & Company PLLC

Necaise & Company PLLC

**City of Diamondhead, MS
Proposed Audit Budget
September 30, 2021**

<u>Category</u>	<u>Staff</u>	<u>Principal</u>	<u>2021</u>
Planning	8	12	20
Completion Procedures	16	8	24
Review of Minutes	16	8	24
Cash	8	2	10
Revenue & Receivables	24	8	32
Grant and Similar Programs	16	6	22
Expenditures & Accounts Payable	24	8	32
Payroll and Related Liabilities	16	2	18
Inventories	16	6	22
Capital Assets and Expenditures	16	8	24
Debt and Other Liabilities	6	1	7
Equity and Financial Statement Reconciliation	6	2	8
Single Audit	12	16	28
Audit Report	16	12	28
	<u>200</u>	<u>99</u>	<u>299</u>
Audit Fee (with Single Audit)	<u>12,000</u>	<u>12,870</u>	<u>24,870</u>
Average Rate per Hour:			<u>83.18</u>
Total Audit Fee			<u>24,870</u>

Engagement Letter



Necaise & company, PLLC
Certified Public Accounting Firm

January 10, 2022

To: Diamondhead City Council and Michael Reso,

City of Diamondhead, MS
5000 Diamondhead Cir.
Diamondhead, MS 39525

We are pleased to confirm our understanding of the services we are to provide the City of Diamondhead, MS for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Diamondhead, MS as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Diamondhead's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Diamondhead's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules of Major Funds

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Diamondhead's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements]:

- 1) Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Combining Balance Sheet Non-Major Governmental Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances Non-Major Governmental Funds
- 3) Schedule of Surety Bonds

Page 1 of 7

12199 Highway 49, Ste. 400, Gulfport MS 39503
(228) 236-3622

Ty J. Necaise, MBA, CPA
ty@necaiseco.com

3590 Rocky Hill Dedeaux Road, Kiln MS 39556
(228) 255-6451

Member of the American Institute of Certified Public Accountants, Mississippi Society of Certified Public Accountants and Association of Certified Fraud Examiners

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Diamondhead City Council of the City of Diamondhead, MS. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs.

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Diamondhead's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Diamondhead's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Diamondhead's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Diamondhead, MS in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on April 1, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Diamondhead, MS; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Necaise & Company, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Necaise & Company, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 5, 2022 and to issue our reports no later than September 6, 2022. Ty Necaise is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$24,870. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Diamondhead, MS and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

Necaise & Company PLLC

Necaise & Company PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Diamondhead, MS.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

EXHIBIT "C"

**WORK ASSIGNMENT
WORK ASSIGNMENT NO 17**

PROJECT NUMBER: - Site Development Plan Reviews

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**

Task 1: Site Development Plan Review:

- A. Review drainage plans and design for various site development project located within the City of Diamondhead. Following the review, a formal recommendation will be provided to the City of Diamondhead.
- B. Initial site development review will be completed within 7 business days of receipt of a complete submittal by the developer. Subsequent reviews will be completed with 5 business days after a complete re-submittal by the developer.
- C. Fees will be based off the current master service agreement rate schedule and shall be tracked for each site development review.

Assumptions and Qualifications:

- Review is based on the information provided to the City of Diamondhead by the developer and developer's engineer.

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 January 31, 2023, 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

PROGRESS SCHEDULE

PROGRESS SCHEDULE		
Task	Description	Completion Time
1	Initial Site Development Review	7 days
1	Re-submittal Site Development Review	5 days

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$12,000.00 (Total of all Charges) without the prior written consent of both parties.

Both parties hereto represent that they have authority to enter into Work Assignment No. 17, 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: _____



2022-044

Item No. 16.

5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260

January 27, 2022

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

Dear Councilmembers:

Re: City Hall Parking Lot Improvements. – Pay Application No. 1

Attached for your review and consideration is Pay Application No. 2 in the amount of \$44,954.72 to Moran Hauling, Inc. for the City Hall Parking Lot Improvements.. If you find the application to be in order, please proceed with payment approval.

Thank you in advance for your consideration and approval in this matter.

Sincerely,

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

Michael Reso
City Manager

January 27, 2022

Michael Reso
City of Diamondhead

RE: City of Diamondhead City Hall Parking Lot – Pay Application No. 2
Moran Hauling Inc.
Diamondhead, MS

Dear Mr. Reso:

Attached you will find Pay Application No. 2 for City of Diamondhead City Hall Parking Lot from Moran Hauling Inc. I have reviewed the progress of the construction and find it to be consistent with what has been requested in the application. I recommend payment be made to Moran Hauling Inc. in the amount of **\$44,954.72.**

Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,
MACHADO | PATANO, PLLC



Jason Polite, EI
Machado | Patano

Attachments: Pay Application No. 2

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 of 3 PAGES

Item No. 16.

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

PROJECT: City of Diamondhead
Parking Lot
RFP 2021-004

APPLICATION NO: 2

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

FROM CONTRACTOR:
Moran Hauling Inc.
10380 Three Rivers Rd
Gulfport, MS 39503

VIA ARCHITECT: Machado Patano, PLLC
918 Howard Ave., Suite F
Biloxi, MS 39530

PERIOD TO: 1/26/2022

PROJECT NOS: MP 0275.20.003

CONTRACT DATE: 9/14/2021

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>197,872.25</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>197,872.25</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>103,113.50</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>5,155.68</u>
b. <u>5</u> % of Stored Material (Column F on G703)	\$	<u>0</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>5,155.68</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>97,957.83</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>53,003.11</u>
8. CURRENT PAYMENT DUE	\$	<u>44,954.72</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>99,914.43</u>

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

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:

By:  Date: 1/27/22

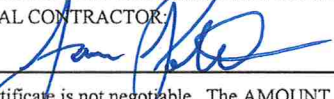
GENERAL CONTRACTOR CERTIFICATE FOR PAYMENT

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 \$ 44,954.72

(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:  Date: 1/27/2022

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.

CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

Item No. 16.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 1/27/2022

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

PERIOD TO: 1/26/2022

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

ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	Total work in units		D WORK VALUE COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed Previous App	Completed this App	FROM PREVIOUS APPLICATION	THIS PERIOD					
BASE BID ITEMS														
1	Mobilization	1	LS	\$15,900.00	\$15,900.00	0.5	0	\$7,950.00	\$0.00		\$7,950.00	50.00%	\$7,950.00	\$397.50
2	Saw Cutting	245	LF	\$10.00	\$2,450.00	245	0	\$2,450.00	\$0.00		\$2,450.00	100.00%		\$122.50
3	Removal of Pavement	1,225	SY	\$6.50	\$7,962.50	1225	0	\$7,962.50	\$0.00		\$7,962.50	100.00%		\$398.13
5	Removal of Obstructions	10	CY	\$100.00	\$1,000.00	10	0	\$1,000.00	\$0.00		\$1,000.00	100.00%		\$50.00
7	Temporary Silt Fence	600	LF	\$3.75	\$2,250.00	600	0	\$2,250.00	\$0.00		\$2,250.00	100.00%		\$112.50
8	Temporary Inlet Protection	1	EA	\$150.00	\$150.00	0	0	\$0.00	\$0.00			0.00%	\$150.00	\$0.00
9	Unclassified Excavation	1,000	CY	\$6.50	\$6,500.00	1000	0	\$6,500.00	\$0.00		\$6,500.00	100.00%		\$325.00
10	Import Fill Material	500	CY	\$10.00	\$5,000.00	500	0	\$5,000.00	\$0.00		\$5,000.00	100.00%		\$250.00
11	Hot Bituminous Pavement, Binder Course	115	TON	\$96.00	\$11,040.00	0	0	\$0.00	\$0.00			0.00%	\$11,040.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	115	TON	\$98.50	\$11,327.50	0	0	\$0.00	\$0.00			0.00%	\$11,327.50	\$0.00
13	610 Curshed Aggregate Base Course	225	CY	\$69.00	\$15,525.00	8.3369	216.6631	\$575.25	\$14,949.75		\$15,525.00	100.00%		\$776.25
14	White Parking Striping	600	LF	\$1.50	\$900.00	0	0	\$0.00	\$0.00			0.00%	\$900.00	\$0.00
15	Blue Parking Striping	300	LF	\$1.50	\$450.00	0	0	\$0.00	\$0.00			0.00%	\$450.00	\$0.00
16	Concrete Wheel Stops	27	EA	\$150.00	\$4,050.00	0	0	\$0.00	\$0.00			0.00%	\$4,050.00	\$0.00
18	Concrete Sidewalk	70	SY	\$80.00	\$5,600.00	0	70	\$0.00	\$5,600.00		\$5,600.00	100.00%		\$280.00
19	Truncated Dome Detectable Warning	2	EA	\$360.00	\$720.00	0	2	\$0.00	\$720.00		\$720.00	100.00%		\$36.00
20	Combination Curb and Gutter	60	LF	\$26.25	\$1,575.00	0	60	\$0.00	\$1,575.00		\$1,575.00	100.00%		\$78.75
22	Handicap Signage	4	EA	\$325.00	\$1,300.00	0	0	\$0.00	\$0.00			0.00%	\$1,300.00	\$0.00
23	Directional Signage	1	LS	\$100.00	\$100.00	0	0	\$0.00	\$0.00			0.00%	\$100.00	\$0.00
24	Solid Sodding, Centipede	2,050	SY	\$6.50	\$13,325.00	0	0	\$0.00	\$0.00			0.00%	\$13,325.00	\$0.00
25	Topsoil	200	CY	\$10.00	\$2,000.00	0	0	\$0.00	\$0.00			0.00%	\$2,000.00	\$0.00
ADDITIVE ALTERNATE NO. 1														
2	Saw Cutting	70	LF	\$10.00	\$700.00	70	0	\$700.00	\$0.00		\$700.00	100.00%		\$35.00
3	Removal of Pavement	440	SY	\$6.50	\$2,860.00	440	0	\$2,860.00	\$0.00		\$2,860.00	100.00%		\$143.00
4	Removal of Curb	80	LF	\$20.00	\$1,600.00	80	0	\$1,600.00	\$0.00		\$1,600.00	100.00%		\$80.00
6	Milling of Pavement	315	SY	\$10.00	\$3,150.00	0	0	\$0.00	\$0.00			0.00%	\$3,150.00	\$0.00
7	Temporary Silt Fence	550	LF	\$3.75	\$2,062.50	550	0	\$2,062.50	\$0.00		\$2,062.50	100.00%		\$103.13
8	Temporary Inlet Protection	1	EA	\$150.00	\$150.00	0	0	\$0.00	\$0.00			0.00%	\$150.00	\$0.00
9	Unclassified Excavation	400	CY	\$6.50	\$2,600.00	400	0	\$2,600.00	\$0.00		\$2,600.00	100.00%		\$130.00
10	Import Fill Material	200	CY	\$10.00	\$2,000.00	200	0	\$2,000.00	\$0.00		\$2,000.00	100.00%		\$100.00
11	Hot Bituminous Pavement, Binder Course	85	TON	\$96.00	\$8,160.00	0	0	\$0.00	\$0.00			0.00%	\$8,160.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	50	TON	\$98.50	\$4,925.00	0	0	\$0.00	\$0.00			0.00%	\$4,925.00	\$0.00
13	610 Curshed Aggregate Base Course	100	CY	\$69.00	\$6,900.00	0	100	\$0.00	\$6,900.00		\$6,900.00	100.00%		\$345.00
14	White Parking Striping	450	LF	\$1.50	\$675.00	0	0	\$0.00	\$0.00			0.00%	\$675.00	\$0.00
15	Blue Parking Striping	225	LF	\$1.50	\$337.50	0	0	\$0.00	\$0.00			0.00%	\$337.50	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

Item No. 16.

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: 2

APPLICATION DATE: 1/27/2022

PERIOD TO: 1/26/2022

ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B DESCRIPTION OF WORK				C SCHEDULED VALUE	Total work in units		D WORK VALUE COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	Units	Units of Measure	Unit Price	Unit Price		Completed Prrevious App	Completed this App	FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
16	Concrete Wheel Stops	22	EA	\$150.00	\$3,300.00	0	0	\$0.00	\$0.00		0.00%	\$3,300.00	\$0.00	
18	Concrete Sidewalk	40	SY	\$80.00	\$3,200.00	0	40	\$0.00	\$3,200.00		100.00%	\$3,200.00	\$160.00	
20	Combination Curb and Gutter	180	LF	\$25.25	\$4,545.00	0	180	\$0.00	\$4,545.00		100.00%	\$4,545.00	\$227.25	
21	Roll Over Curb	35	LF	\$25.25	\$883.75	0	0	\$0.00	\$0.00		0.00%	\$883.75	\$0.00	
22	Handicap Signange	2	EA	\$325.00	\$650.00	0	0	\$0.00	\$0.00		0.00%	\$650.00	\$0.00	
24	Solid Sodding, Centipede	400	SY	\$6.50	\$2,600.00	0	0	\$0.00	\$0.00		0.00%	\$2,600.00	\$0.00	
25	Topsoil	25	CY	\$10.00	\$250.00	0	0	\$0.00	\$0.00		0.00%	\$250.00	\$0.00	
26	Rip Rap	20	SY	\$175.00	\$3,500.00	0	0	\$0.00	\$0.00		0.00%	\$3,500.00	\$0.00	
ADDITIVE ALTERNATE NO. 2														
2	Saw Cutting	120	LF	\$10.00	\$1,200.00	0	120	\$0.00	\$1,200.00		100.00%	\$1,200.00	\$60.00	
3	Removal of Pavement	100	SY	\$6.50	\$650.00	0	0	\$0.00	\$0.00		0.00%	\$650.00	\$0.00	
11	Hot Bituminous Pavement, Binder Course	3	TON	\$240.00	\$720.00	0	0	\$0.00	\$0.00		0.00%	\$720.00	\$0.00	
12	Hot Bituminous Pavement, Surface Course	3	TON	\$240.00	\$720.00	0	0	\$0.00	\$0.00		0.00%	\$720.00	\$0.00	
13	610 Curshed Aggregate Base Course	9	CY	\$69.00	\$621.00	0	9	\$0.00	\$621.00		100.00%	\$621.00	\$31.05	
14	White Parking Striping	60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00		0.00%	\$90.00	\$0.00	
20	Combination Curb and Gutter	90	LF	\$25.25	\$2,272.50	0	0	\$0.00	\$0.00		0.00%	\$2,272.50	\$0.00	
23	Directional Signage	1	LS	\$100.00	\$100.00	0	0	\$0.00	\$0.00		0.00%	\$100.00	\$0.00	
24	Solid Sodding, Centipede	40	SY	\$6.50	\$260.00	0	0	\$0.00	\$0.00		0.00%	\$260.00	\$0.00	
25	Topsoil	3	CY	\$10.00	\$30.00	0	0	\$0.00	\$0.00		0.00%	\$30.00	\$0.00	
ADDITIVE ALTERNATE NO. 3														
2	Saw Cutting	50	LF	\$10.00	\$500.00	50	0	\$500.00	\$0.00		100.00%	\$500.00	\$25.00	
3	Removal of Pavement	350	SY	\$6.50	\$2,275.00	350	0	\$2,275.00	\$0.00		100.00%	\$2,275.00	\$113.75	
4	Removal of Curb	240	LF	\$20.00	\$4,800.00	240	0	\$4,800.00	\$0.00		100.00%	\$4,800.00	\$240.00	
7	Temporary Silt Fence	170	LF	\$3.75	\$637.50	170	0	\$637.50	\$0.00		100.00%	\$637.50	\$31.88	
11	Hot Bituminous Pavement, Binder Course	4	TON	\$240.00	\$960.00	0	0	\$0.00	\$0.00		0.00%	\$960.00	\$0.00	
12	Hot Bituminous Pavement, Surface Course	4	TON	\$240.00	\$960.00	0	0	\$0.00	\$0.00		0.00%	\$960.00	\$0.00	
13	610 Curshed Aggregate Base Course	30	CY	\$69.00	\$2,070.00	30	0	\$2,070.00	\$0.00		100.00%	\$2,070.00	\$103.50	
14	White Parking Striping	60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00		0.00%	\$90.00	\$0.00	
16	Concrete Wheelstops	2	EA	\$150.00	\$300.00	0	0	\$0.00	\$0.00		0.00%	\$300.00	\$0.00	
17	Concrete Pavement	100	SY	\$90.00	\$9,000.00	0	89	\$0.00	\$8,010.00		89.00%	\$990.00	\$400.50	
24	Solid Sodding, Centipede	770	SY	\$6.50	\$5,005.00	0	0	\$0.00	\$0.00		0.00%	\$5,005.00	\$0.00	
25	Topsoil	55	CY	\$10.00	\$550.00	0	0	\$0.00	\$0.00		0.00%	\$550.00	\$0.00	
TOTAL					\$197,872.25			\$55,792.75	\$47,320.75			\$103,113.50	\$94,758.75	\$5,155.68

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Agenda Item # 2022-046

City of Diamondhead, MS
Request for Council Action

TO: Honorable Mayor and 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 CAPTIONS or ISSUE:
Establish and approve procedures for Constant Contact E-Blast Messaging system.

SUMMARY BACKGROUND:

IMPACT IF DENIED:

IMPACT IF APPROVED:

FINANCIAL IMPACT:

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

COUNCIL ACTION:

Approved Denied Tabled/Deferred Info Only Completed:

EBLAST MESSAGING

All non-emergency E-blast messages shall be sent to the Mayor and Council at least 24 hours in advance of disseminating to residents. If there are no written objections received from the Mayor and/or Council within 24 hours, the administration shall proceed with disseminating the Eblast message to residents.

For any and all public health and safety service announcements and/or messages, the Administration shall send such messages to the Mayor and Council indicating for urgent or immediate dissemination and promptly disseminate to residents. Such announcements include but are not limited to messages from Hancock Emergency Management Agency, any message from the City of Diamondhead that alerts residents to emergency situations, hazards or potential life threatening conditions.



TO: Mayor, City Council and City Manager

FROM: J. Pat Rich, Development Coordinator *J. Pat Rich*

DATE: January 26, 2022

SUBJECT: Recommendation from Planning Commission RYSB Variance Request David Beckner

David Beckner has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a pool enclosure (lanai) within 11.3' of the rear property line. The property address is 7433 Turnberry Drive. The tax parcel number is 067N-1-35-010.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the pool enclosure is 8.7'. The Case File Number is 202100562.

At its regular meeting on January 25, 2021, the Planning Commission voted 5-0 with one abstention to recommend approving the variance.



5000 Diamondhead Circle, Diamondhead, MS 39525
Phone: (228) 222.4626
FAX: (228) 222-4390
www.diamondhead.ms.gov

STAFF REPORT TO PLANNING COMMISSION

DATE: January 19, 2022

CASE FILE NUMBER: 2021-00562

APPLICANT: David Beckner

TAX PARCEL NUMBER: 067N-1-35-010.000

PHYSICAL STREET ADDRESS: 7433 Turnberry Drive

ZONING DISTRICT: R-1 Low Density Single Family

TYPE OF APPLICATION: Variance

NATURE OF REQUEST: David Beckner has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a pool enclosure (lanai) within 11.3' of the rear property line. The rear yard setback is 20'. The variance requested for the pool enclosure is 8.7'.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: January 25, 2022

ACTION BY THE PLANNING COMMISSION:

FINDINGS: The Planning Commission may recommend granting a variance provided affirmative findings of fact are made on each of the following criteria:

- A. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. By way of example, special conditions or circumstances peculiar to land could include irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions.
- B. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title.
- C. That special conditions and circumstances do not result from the actions of the applicant.
- D. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, will represent the minimum variance that will afford relief and

will represent the least modification possible of the regulation in issue.

- F. The Variance would observe the spirit of the Ordinance and would not change the character of the district.
- G. The Variance would observe the spirit of the Comprehensive Plan.
- H. That the Variance requested will not result in any change in use or density of the subject property.

Notes: In recommending that any variance be granted, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with the zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the zoning ordinance and punishable as determined within the zoning ordinance. Under no circumstances shall the Planning Commission or Mayor and City Council grant a variance to allow a use not permissible under the terms of the zoning ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the zoning ordinance in said district.

RECOMMENDATION TO PLANNING COMMISSION:

The staff recommends approving the Variance based on the following findings of fact:

- A. That special conditions and circumstances do exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *Due to the shape of the lot, this is the only area to locate the pool.*
- B. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *There are many other lanais covering pools in R-1 as well as on the golf course.*
- C. That special conditions and circumstances do not result from the actions of the applicant.
- D. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district. *We have allowed variances up to 11'.*
- E. The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.
- F. The Variance would observe the spirit of the Ordinance and would not change the character of the district.
- G. The Variance would observe the spirit of the Comprehensive Plan.
- H. That the Variance requested will not result in any change in use or density of the subject property.

Notwithstanding comments from concerned citizens and Planning Commissioners, the staff does recommend approve the variance as petitioned.



Commissioner Item No. 19.
Commissioner ~~Levy~~
Commissioner Debrow
Commissioner Rubar
Commissioner Hourin
Commissioner Torguson
Commissioner Hector

AGENDA PLANNING AND ZONING COMMISSION

Tuesday, January 25, 2022

6:00 PM CST

Council Chambers, City Hall
and via teleconference, if necessary

Call to Order

Statement of Purpose

1. May our decisions today be made with wisdom, careful deliberation and in the best interest of the City of Diamondhead. May we display patience and kindness in our dealings with each other and all who are in attendance and may any decisions made today promote the health, safety and welfare of the citizens of Diamondhead and the enhancement of the City as a whole.

Pledge of Allegiance

Roll Call

Confirmation or Adjustments to Agenda

Approval of Minutes

2. Approval of December 14, 2021 minutes.

New Business

3. David Beckner has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a pool enclosure (lanai) within 11.3' of the rear property line. The property address is 7433 Turnberry Drive. The tax parcel number is 067N-1-35-010.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the pool enclosure is 8.7'. The Case File Number is 202100562.

*Approved
S-D
Labstein*

Unfinished Business

Open Public Comments to Non-Agenda Items

Commissioners' Comments

Communication / Announcements

4. The next City Council meeting is February 1, 2022.
The next Planning Commission meeting is February 22, 2022.

Adjourn or Recess



5000 Diamondhead Circle ·
Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228-222-4390
www.diamondhead.ms.gov

TO: David Beckner and adjacent property owners

FROM: J. Pat Rich 
Development Coordinator

DATE: January 3, 2021

SUBJECT: Variance application request before the Planning & Zoning Commission

David Beckner has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a pool enclosure (lanai) within 11.3' of the rear property line.

The property address is 7433 Turnberry Drive. The tax parcel number is 067N-1-35-010.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the pool enclosure is 8.7'. The Case File Number is 202100562.

In accordance with the Comprehensive Zoning Ordinance Article 2.6.4, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited period, or may be granted subject to conditions as the Planning Commission or Mayor and City Council may prescribe.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, January 25, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-242-1613.

**NOTICE OF PUBLIC HEARING
PLANNING AND ZONING COMMISSION
DIAMONDHEAD, MS**

David Beckner has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a pool enclosure (lanai) within 11.3' of the rear property line.

The property address is 7433 Turnberry Drive. The tax parcel number is 067N-1-35-010.000. The property is in an R-1 zoning district. The rear yard setback is 20'. The variance requested for the pool enclosure is 8.7'. The Case File Number is 202100562.

In accordance with the Comprehensive Zoning Ordinance Article 2.6.4, the Planning Commission may recommend to the Mayor and City Council a variance be granted as the variance was applied for or in a modified form or subject to conditions or the application may be denied. A variance may be revocable, may be granted for a limited time period, or may be granted subject to conditions as the Planning Commission or Mayor and City Council may prescribe.

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, January 25, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

If you have any questions or comments or would like to review the application, you may contact the Building Department at the above address and/or at 228-222-4626.

RECEIVED
DEC 27 2021
BY: *f. Garber*



5000 Diamondhead Circle
Diamondhead, MS 39525
Ph: 228-222-4626
FX: 228-222-4390

APPLICATION FOR VARIANCE REQUEST

Case Number: 202100562

Date 12-27-21

Applicant: David Beckner

Applicant's Address: 7433 Turnberry Dr

Applicant's Email Address: dabeckner@hotmail.com

Applicant's Contact Number: (Home) _____ (Work) _____ (Cell) (228) 304-0678

Property Owner: David Beckner

Owner's Mailing Address: 7433 Turnberry Dr

Owner's Email Address dabeckner@hotmail.com

Owner's Contact Number: (Home) _____ (Work) _____ (Cell) (228) 304-0678

Tax Roll Parcel Number: 067N-1-35-010.000

Physical Street Address: 7433 Turnberry Dr

Legal Description of Property: Lots 32 + 33 Glen Eagle Phase I

Zoning District: R-1

State Purpose of Variance: (Front/Side/Rear/Lot Size/Parking/Building/Coverage)
(Signage-Size-Height)

Requesting approval to install screened Lanai covering for existing swimming pool. This is for protection of errand golf balls. The Lanai will be on my property inside existing fence. Lanai will come within 11.3 feet of property line only at SE corner of the pool. See attached Legal drawings of property line dimensions.

STATEMENT OF UNDERSTANDING

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

The application fee of \$100.00 must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of Diamondhead.

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

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

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

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

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

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

The Public Hearing will be held on Jan. 25, 2022 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

If the application is denied by the City Council, a new application for the subject property may not be submitted for one (1) year from the date of denial.

David Beckner
Signature of Applicant

David Beckner
Signature of Property Owner

_____ For Official Use Only _____

- \$100.00
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owner

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

REQUIRED ITEM A

Property Owner: David Beckner

Street Address 7433 Turnberry Dr

Statement Describing Variance Request
Requesting a variance of 8.7' on SE corner of swimming pool.

The reasons why it complies with the criteria for variances:

1. DO THE SPECIAL CONDITIONS AND/OR CIRCUMSTANCES EXIST WHICH AFFECT ONLY THE LAND OR STRUCTURE IN QUESTION AND NO OTHER SURROUNDING OR SIMILAR PROPERTIES?

Response: Only the land

2. WOULD LITERAL INTERPRETATION OF THE ZONING ORDINANCE DEPRIVE THE OWNER/APPLIANT OF RIGHTS COMMONLY ENJOYED BY OTHER PROPERTIES IN THE SAME ZONING DISTRICT?

Response: No

3. ARE THE SPECIAL CONDITIONS OR CIRCUMSTANCES NOT CAUSED BY THE OWNER/APPLICANT?

Response: Yes, they are not caused by owner/ applicant.

4. WOULD THE REQUESTED VARIANCE NOT GIVE THE OWNER/APPLICANT ANY SPECIAL PRIVILEGES OR RIGHTS NOT SHARED BY OWNERS OF SIMILAR PROPERTIES?

Response: No special privileges for the owner/ applicant. It is for protection of errand golf balls.

LEGAL DESCRIPTION:

A survey of Lots 32 and 33, Glen Eagle at Diamondhead Subdivision, Phase 1, City of Diamondhead, Hancock County, Mississippi.

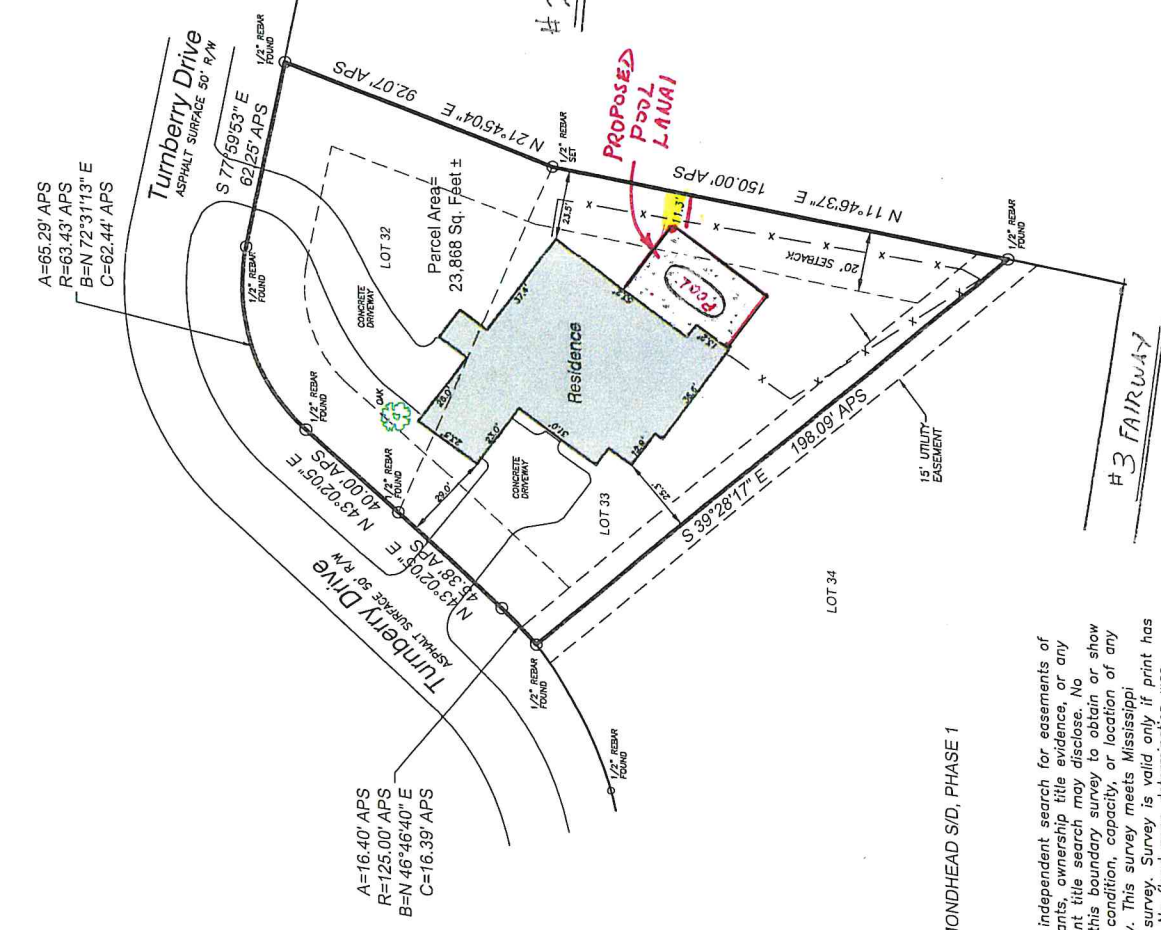
RECEIVED
 DEC 27 2021
 BY: *J. Garber*



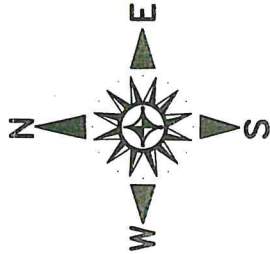
In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy
 Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.	
4412 LEISURE TIME DRIVE DIAMONDHEAD, MS 39525 (228) 343-9691 PHONE	
SCALE: 1" = 40'	DATE: 12-03-2021
DRAWING: WO# 16-0148-1 CLIENT: David Beckner	



BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



LEGEND:

- ☉ CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊕ FENCE CORNER POST
- ⊘ POWER POLE
- ⊙ AS PER SURVEY
- ⊚ AS PER RECORD

REFERENCES:

- 1) PLAT OF GLEN EAGLE AT DIAMONDHEAD SID, PHASE 1

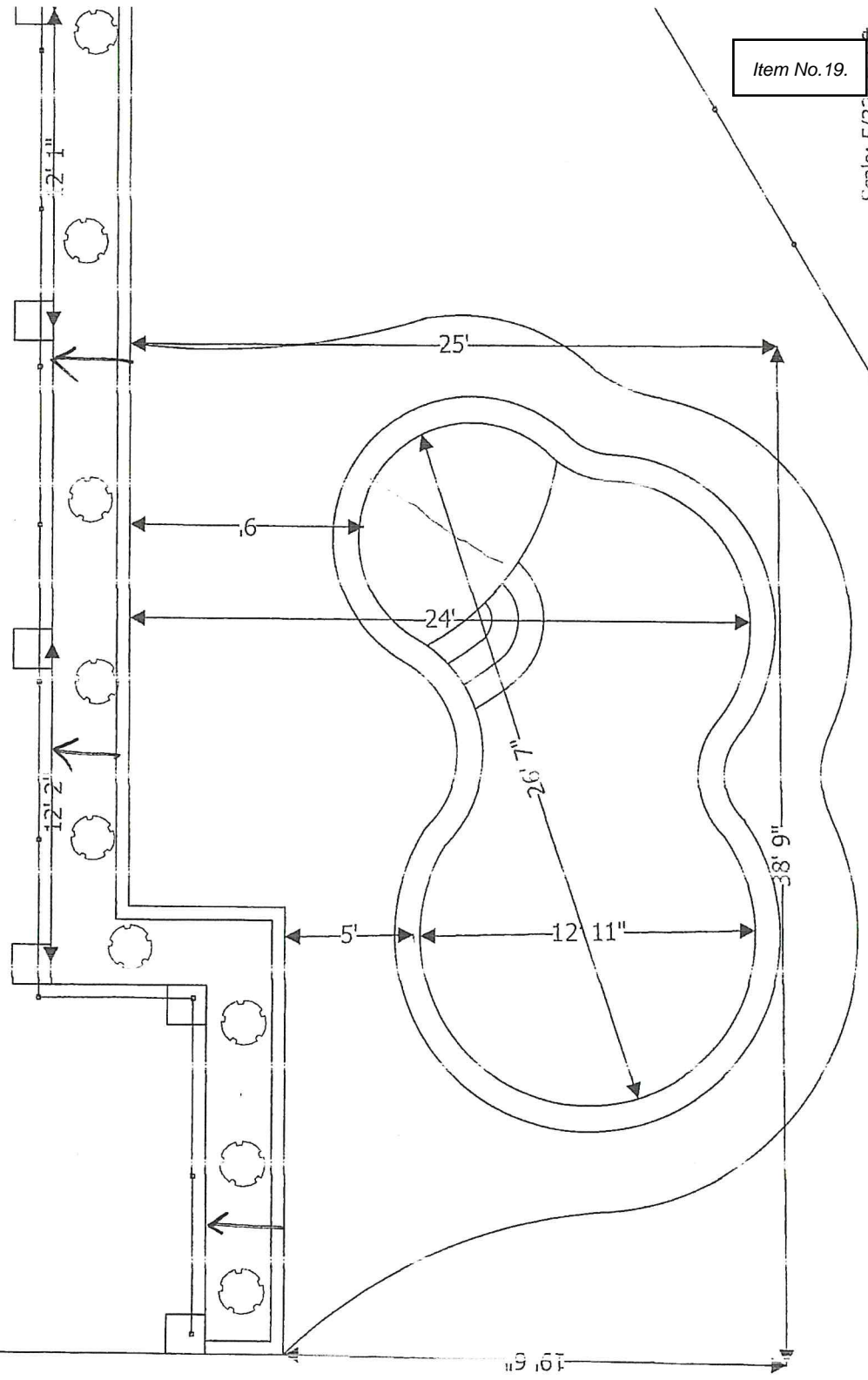
NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.

Item No. 19.

Scale: 5/32" = 1 ft.

Height of LANAI 13'



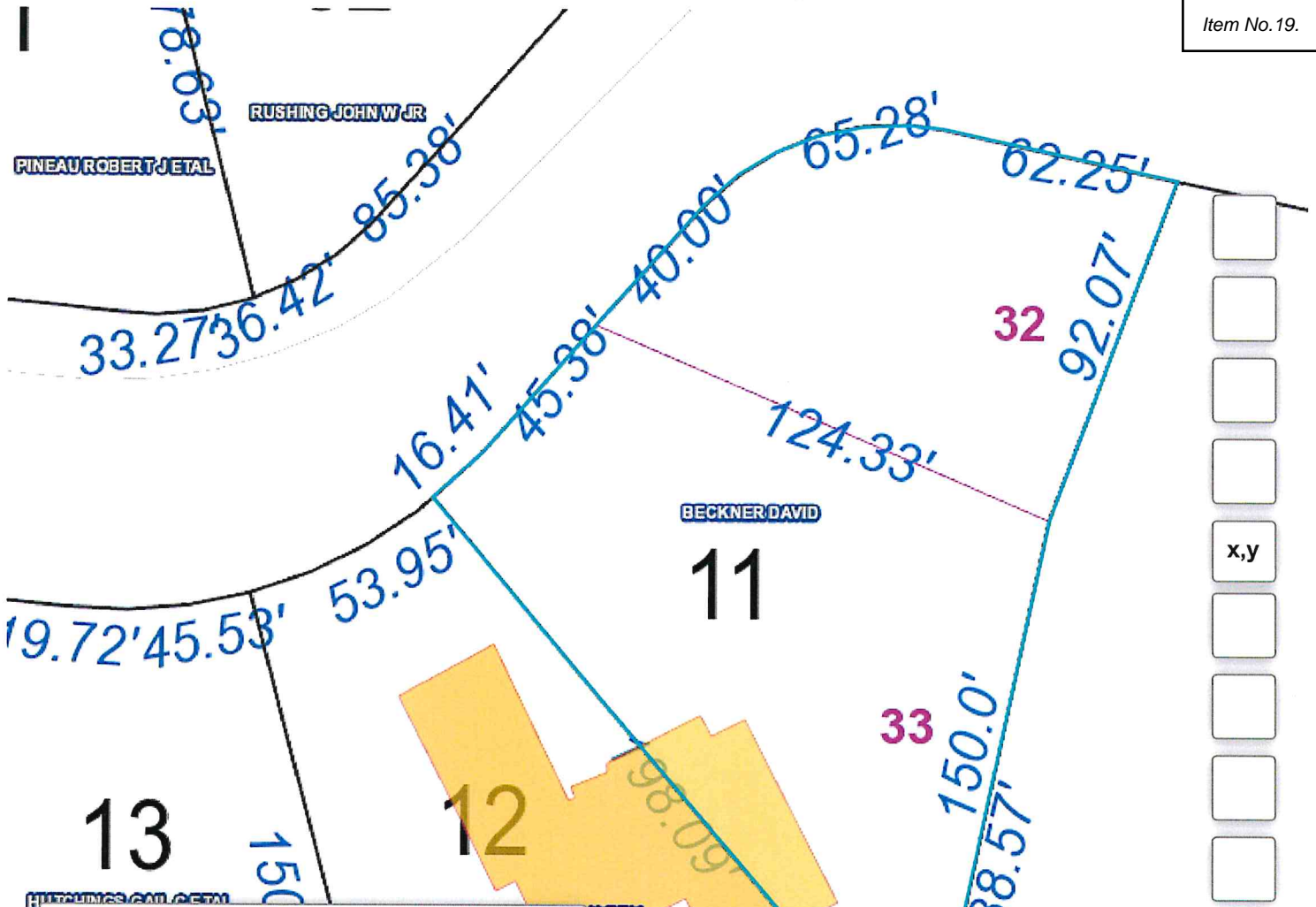
RECEIVED
 DEC 27 2021
 BY: *J. Johnson*



©2011 M. Hill, S. Inc.





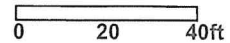


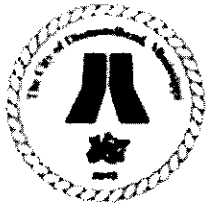
x,y

**Parcels
BECKNER
DAVID**

Parcel Number: 067N-1-35-011.000
 Owner Name: BECKNER DAVID
 Owner Address: 7433 TURNBERRY DR
 Owner City, State ZIP: DIAMONDHEAD, MS 39525
 Physical Address: 7433 TURNBERRY DRIVE
 Improvement Type: RES
 Year Built: 2016
 Base Area: 2501
 Adjusted Area: 3276
 Actual Total Value: 383795
 Taxable Total Value: 361807
 Estimated Tax: 3577.67
 Homestead Exemption: Yes
 Deed Book: 2016

Close Export Print Labels





City of Diamondhead, MS

Docket of Claims Register - Item No.20.

APPKT01672 - 02.01.2022 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount		
DKT159241	AGJ	02/01/2022	MSP-92991	BACKUP	001-140-605.00	Professional Fees - IT	250.00	2,082.00		
							001-140-605.00		Professional Fees - IT	1,832.00
DKT159242	Amazon com LLC	02/01/2022	1MMV-QWMP-DKCM	INK FOR POSTAGE MACHINE	001-301-501.00	Supplies	125.00	1,291.27		
							001-140-501.00		Supplies	9.97
							001-301-571.00		Repairs & Maintenance - Equipment	247.69
							001-140-501.00		Supplies	56.95
							001-301-571.00		Repairs & Maintenance - Equipment	150.52
							001-301-571.00		Repairs & Maintenance - Equipment	150.52
							001-301-571.00		Repairs & Maintenance - Equipment	137.66
							001-301-571.00		Repairs & Maintenance - Equipment	137.66
							001-301-571.00		Repairs & Maintenance - Equipment	137.64
							001-301-571.00		Repairs & Maintenance - Equipment	137.66
DKT159243	B&J PITT STOP LLC	02/01/2022	JAN, 2022	MONTHLY OPEN PURCHASE ORDER	001-200-635.00	Professional Fees - R&M Outside Services	45.00	252.45		
							001-200-635.00		Professional Fees - R&M Outside Services	72.45
							001-200-635.00		Professional Fees - R&M Outside Services	45.00
							001-200-635.00		Professional Fees - R&M Outside Services	45.00
							001-200-635.00		Professional Fees - R&M Outside Services	45.00
DKT159244	BANCORPSOUTH BANK	02/01/2022	706903	COPIER LEASE AGREEMENT -- 4 OF	001-800-820.07	Note Principal Payment - Copier Lease Purch 2021	425.15	475.00		
							001-800-830.07		Note Interest Payment - Copier Lease Purch 2021	49.85
DKT159245	Barneys Police Supplies Gulfport	02/01/2022	00450905-0	SUPPLIES	001-200-535.00	Uniforms	189.98	189.98		
DKT159246	Bayou Motors LLC	02/01/2022	2117	UNIT REPAIRS	001-200-635.00	Professional Fees - R&M Outside Services	494.12	1,676.38		
							2118		001-200-635.00	Professional Fees - R&M Outside Services
DKT159247	BOTTOM 2 TOP CONSTRUCTION LLC	02/01/2022	Pay App #002	HILO STREET CULVERT	190-000-912.00	Capital Outlay - Streets/Drainage	33,434.95	33,434.95		
DKT159248	BXS Insurance	02/01/2022	405683	ADDITIONAL EQUIPMENT	001-140-625.00	Insurance	788.00	788.00		

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159249	Cash	02/01/2022	FEB, 2022	INCREASE CASH DRAWER BALANCES	001-000-016.01	Cash Drawer #1 - Beau King	75.00	375.00
					001-000-016.02	Cash Drawer #2- Tammy Braud	75.00	
					001-000-016.03	Cash Drawer #3 - Lisa McSwain	75.00	
					001-000-016.05	Cash Drawer #5 - Laureen Prater	75.00	
					001-000-016.06	Cash Drawer #6 - Ron Jones	75.00	
DKT159250	Coast Electric Power Association	02/01/2022	JAN, 2022 -- 001 JAN, 2022 -- 002 JAN, 2022 -- 003 JAN, 2022 -- 005 JAN, 2022 -- 007 JAN, 2022 -- 010 JAN, 2022 -- 012 JAN, 2022 -- 015 JAN, 2022 -- 016 JAN, 2022 -- 017 JAN, 2022 -- 018 JAN, 2022 -- 019 JAN, 2022 -- 020 JAN, 2022 -- 026	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	9,126.39	18,646.72
					001-301-630.00	Utilities - Streetlights & Other	1,183.47	
					001-140-630.00	Utilities - General	2,149.61	
					001-301-630.00	Utilities - Streetlights & Other	4,304.56	
					001-301-630.00	Utilities - Streetlights & Other	77.65	
					001-301-630.00	Utilities - Streetlights & Other	39.50	
					001-140-630.00	Utilities - General	55.38	
					001-140-630.00	Utilities - General	40.89	
					001-301-630.00	Utilities - Streetlights & Other	37.10	
					001-301-630.00	Utilities - Streetlights & Other	36.90	
					001-301-630.00	Utilities - Streetlights & Other	444.25	
					001-301-630.00	Utilities - Streetlights & Other	87.45	
					001-301-630.00	Utilities - Streetlights & Other	41.80	
					001-301-630.00	Utilities - Streetlights & Other	975.76	
					001-301-630.00	Utilities - Streetlights & Other	46.01	
					DKT159251	CSpire Cell Service	02/01/2022	
001-200-612.00	Internet	343.30						
001-280-612.00	Internet	102.99						
001-280-632.00	Telephone - Cell	91.69						
001-301-632.00	Telephone - Cell	479.49						
DKT159252	Diamondhead Property Owners Association Inc	02/01/2022	FEB, 2022	RENTAL OF MAINTENANCE YARD -- FEBRUARY	001-301-640.00	Rentals	1,000.00	1,000.00

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159253	Diamondhead True Value	02/01/2022	A380759	WEATHER STATION MOUNTING SUPPLIES	001-301-501.00	Supplies	7.16	239.38
							5.40	
							8.50	
							21.47	
							50.74	
							20.95	
							13.54	
							93.55	
							8.07	
							10.00	
							<hr/>	
DKT159254	Diamondhead Water and Sewer District	02/01/2022	JAN, 2022 -- 020	WATER	001-140-630.00	Utilities - General	130.40	680.01
							65.20	
							23.95	
							201.80	
							210.76	
							23.95	
							23.95	
							23.95	
<hr/>								
DKT159255	Diaz Brothers Printing	02/01/2022	4639	CARBONLESS COPY FORM	001-110-621.00	Printing & Binding	100.00	100.00
<hr/>								
DKT159256	Eagle Energy	02/01/2022	33400	FUEL	001-301-525.00	Fuel	7.57	2,481.31
							1,444.87	
							1,028.87	
<hr/>								
DKT159257	Eric Nolan	02/01/2022	KAIKI DRIVE KALAE STREET MANINI WAY	ARBORIST SERVICES	001-280-681.00	Other Services & Charges	100.00	300.00
							100.00	
							100.00	
<hr/>								
DKT159258	Fuelman	02/01/2022	NP61449063	FOR THE WEEK ENDING 01.17.2022	001-200-525.00	Fuel	843.07	1,630.13
							68.18	
							718.88	
<hr/>								
			NP61470609	FOR THE WEEK ENDING 01.23.2022	001-200-525.00	Fuel		

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159259	Hancock County Sheriffs Office	02/01/2022	2021-DH-012H	INMATE HOUSING FOR DECEMBER 2021	001-200-689.00	Prisoner's Expense	1,200.00
			2021-DHLE-025	INTERLOCAL AGREEMENT FOR WEEK ENDING 12.04.2021	001-200-690.00	Interlocal Agreement	961.54
					001-110-681.00	Other Services & Charges	146.68
					001-200-690.00	Interlocal Agreement	30,137.93
					001-200-612.00	Internet	246.00
			2021-DHLE-026	INTERLOCAL AGREEMENT FOR WEEK ENDING 12.18.2021	001-200-690.00	Interlocal Agreement	961.54
					001-110-681.00	Other Services & Charges	181.88
					001-200-690.00	Interlocal Agreement	32,341.16
					001-140-650.00	Promotions	550.84
					001-200-612.00	Internet	246.00
			2022-DHLE-001	INTERLOCAL AGREEMENT FOR WEEK ENDING 01.01.2022	001-200-690.00	Interlocal Agreement	961.54
					001-200-690.00	Interlocal Agreement	32,840.54
					001-200-612.00	Internet	246.00
							101,021.65
DKT159260	Law offices of Derek R Cusick PLLC	02/01/2022	368	GENERAL MATTERS -- JANUARY	001-140-603.00	Professional Fees - Legal	5,281.25
			369	PLANNING AND ZONING -- JANUARY	001-280-603.00	Professional Fees - Legal	1,906.25
			370	CITY PROSECUTOR -- JANUARY	001-110-603.00	Professional Fees - Legal	3,000.00
			371	LONGANECKER VS CODH -- JANUARY	001-280-603.00	Professional Fees - Legal	31.25
			372		001-301-603.00	Professional Fees - Legal	406.25
							10,625.00
DKT159261	Lowe's Home Improvement	02/01/2022	60141	WEATHER STATION SUPPLIES	001-301-501.00	Supplies	199.50
			96541	GROUND BREAKING SUPPLIES	001-140-501.00	Supplies	23.65
					001-140-501.00	Supplies	142.20
							365.35
DKT159262	Machado Patano PLLC	02/01/2022	13481	W/A 00-16-2020 -- CITY HALL PARKING LOT	001-140-604.00	Professional Fees - Architectural Services	1,500.00
							1,500.00

Docket of Claims Register - Council

APPKT01672 - 02. Item No.20. T

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159263	Marvin J Bobinger III	02/01/2022	JAN, 2022	LOBBYING SERVICES FOR JANUARY	001-653-601.00	Professional Fees - Consulting	4,000.00	5,000.00
			NOV, 2021 B	LOBBYING SERVICES FOR	001-653-601.00	Professional Fees - Consulting	1,000.00	
DKT159264	Moran Hauling Inc	02/01/2022	PAY APP #002	CITY HALL PARKING LOT IMPROVEMENTS	001-140-901.00	Capital Outlay - Building	44,954.72	44,954.72
DKT159265	MS Department of Public Safety	02/01/2022	DEC, 2021	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	113.38	113.38
DKT159266	Municipal Code Corporation	02/01/2022	00369173	MUNICODE MEETINGS SUBSCRIPTION RENEWAL	001-140-605.00	Professional Fees - IT	3,800.00	3,800.00
DKT159267	Napa of Bay St Louis	02/01/2022	308101	REPAIR PARTS	001-301-570.00	Repairs & Maintenance - Vehicle	154.00	613.38
				BRAKES FOR DURANGO	001-200-570.00	Repairs & Maintenance - Vehicle	148.00	
					001-200-570.00	Repairs & Maintenance - Vehicle	71.76	
			JAN, 2022	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	24.12	
					001-200-570.00	Repairs & Maintenance - Vehicle	126.96	
					001-200-570.00	Repairs & Maintenance - Vehicle	44.27	
					001-200-570.00	Repairs & Maintenance - Vehicle	44.27	
DKT159268	National Fire Protection Association	02/01/2022	2022 MEMBERSHIP	NFPA MEMBERSHIP DUES	001-280-623.00	Membership Dues/Fees	175.00	175.00
DKT159269	Rotary Club of Bay St Louis	02/01/2022	2022 TEAM	ANNUAL CHILI/MAC-N-CHEESE COOK-OFF	001-140-650.00	Promotions	60.00	160.00
					001-140-650.00	Promotions	100.00	
DKT159270	Sea Coast Echo	02/01/2022	BECKNER VARIANCE	ADVERTISEMENTS FOR PLANNING AND ZONING	001-280-620.00	Advertising	58.44	58.44
DKT159271	South MS Business Machines Gulfport	02/01/2022	407582	PER COPY CHARGE FOR JANUARY	001-200-506.00	Copier Usage/Maintenance	68.38	349.66
			FEB, 2022	PAYMENT 40 OF 60 -- BLDG DEPT	001-280-642.00	Rent - Copier	281.28	
DKT159272	State Treasurer	02/01/2022	DEC, 2021	COURT ASSESSMENT/FINE FOR DECEMBER	650-110-131.00	State Assessments Payable	1,833.41	1,924.12
						650-110-131.01	Court Bond Fees Payable	

Docket of Claims Register - Council

APPKT01672 - 02.0 Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159273	UMB Card Services	02/01/2022	12142021	SAM'S CLUB -- DECEMBER INSURANCE MEETING	001-140-501.00	Supplies	462.29	1,020.17
							66.90	
							122.53	
							16.85	
							94.90	
							196.71	
							45.00	
							14.99	
							548.84	
DKT159274	UniFirst Corporation	02/01/2022	105 0976116	UNIFORM RENTAL FOR THE WEEK ENDING 01.10.2022	001-301-535.00	Uniforms	188.05	548.84
							178.62	
							182.17	
							5,365.42	
DKT159275	VULCAN MATERIALS COMPANY	02/01/2022	51096746	CRUSHED AGGREGATES	001-301-583.00	Gravel, Sand, Rip Rap	3,166.42	2,199.00
							2,199.00	
							63.67	
DKT159276	Waste Management	02/01/2022	0759929-4768-1	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	63.67	
Total Claims: 36							Total Payment Amount:	244,366.22

DIAMONDHEAD STATISTICS SHEET**December 2021***(Items in italics are not counted in total)*

False Alarms- Residential/ Business/ 911	18		
Civil Disputes / Escorts / Process	3		
Complaint / See An Officer	9	Stolen Vehicle	0
Death	0	Burglary – Residence	0
Disturbance	17	Burglary – Vehicle	0
Follow-Up Information	602	Attempted Burglary	0
Juvenile Problem	5	Counterfeit Money	0
Lost/Found Item	1	Damage – Property	3
Miscellaneous	36	Embezzlement	0
		Forgery / Bad Check/Fraud	7
TOTAL MISCELLANEOUS	691	Malicious Mischief	4
		Recovered Stolen Vehicle	1
Drug Law Violation	0	Recovered Stolen Property	0
Prostitution	2	Shoplifting	0
		Theft (Grand)	0
TOTAL CRIMES AGAINST PUBLIC SAFETY	2	Theft (Petit)	4
		Trespassing	3
Animal Problem / Complaints	12	Unauthorized Use / Vehicle	0
Public Drunk	0		
Fire Structure / Vehicle	2	TOTAL PROPERTY CRIME	22
Fireworks	0		
Funeral Escort	0	Accident – Private Property	1
Littering/Dumping/Haz-Mat Spill	0	Accident – Public Roadway	13
Medical Emergency	10	Accident - Hit & Run	2
Missing/Runaway	1		
Parking Violation	7	TOTAL ACCIDENTS/COLLISIONS	16
Shots Fired	3		
Suicide / Threat / Attempt	2	Assist Motorist	15
Suicide	0	Reckless Driver	6
Suspicious / Person / Vehicle	43	Traffic Stop	150
Welfare Concern	12	<i>Traffic Citation (Adults)</i>	<i>16</i>
		<i>Traffic citation (minors)</i>	<i>1</i>
TOTAL PUBLIC HEALTH & SAFETY	92	Traffic Fatality	0
Animal Bite	2	TOTAL TRAFFIC	188
Assault By Threat	2		
Assault	1		
Child Abuse / Neglect	0	<i>Warrant Arrests</i>	<i>2</i>
Domestic violence	4	<i>Drunk Driver (DUI) Arrests</i>	<i>0</i>
Harassment	0	<i>Traffic Arrests</i>	<i>0</i>
Harassing Phone Call	1	<i>Domestic Assault Arrests</i>	<i>2</i>
Robbery – Armed	0	<i>Other Arrests</i>	<i>11</i>
Sexual Abuse / Molestation	0	TOTAL ARRESTS	15
Stalking	0		
TOTAL CRIMES AGAINST PERSON	10	TOTAL CALLS	1021

CODE ENFORCEMENT

Item No.a.

Code Violations Through	12/31/2021	Total	Closed	Open
Abandoned Vehicles		18	15	3
Abandoned/Dilapidated/Deteriorated House (unoccupied)		3	2	1
Advertising/Solicitation		0	0	0
ATV		0	0	0
Boats		21	17	4
Camper		16	13	3
Cars in Yard		6	6	0
Construction Equipment		2	2	0
Dumpster (commercial)		0	0	0
Dumpster (residential)		0	0	0
Fence		29	18	11
Furniture in Yard		0	0	0
Golf Carts		0	0	0
Graffiti		0	0	0
High Grass (overgrown)/Shrubs		22	18	4
Jet Ski		0	0	0
Lack of Maintenance (structure)		6	5	1
Parking		7	7	0
Permit		47	38	9
POD		1	1	0
Pool		6	6	0
RV		13	12	1
Signs		14	12	2
Slab/Driveway Removal		0	0	0
Trailers		14	13	1
Trash & Rubbish		32	23	9
Trash Cans		0	0	0
Unapproved Structure		1	1	0
Cumulative Totals		258	209	49